City of Killeen

Agenda - Final-Revised

City Council

Tuesday, January 10, 2023 | **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-23-001 Consider Minutes of Regular City Council Meeting of December 6, 2022.

2. MN-23-002 Consider Minutes of Regular City Council Meeting of December 13, 2022.

3. RS-23-001 Consider a memorandum/resolution for the purchase of consumable medical supplies for the Fire Department in an amount not to exceed $399,179.

Attachments: Contracts
Certificate of Interested Parties
Presentation

4. RS-23-002 Consider a memorandum/resolution authorizing the execution of a professional services agreement with Freese and Nichols for the design of the Lift Station No. 6 Rehabilitation and Expansion Project in the

amount of $624,677.

Attachments: Agreement

Certificate of Interested Parties

Presentation

5. RS-23-003 Consider a memorandum/resolution rejecting bids received for Bid 23-08, Uniform Cleaning Services.

Attachments: Bids

Presentation

6. RS-23-004 Consider a memorandum/resolution authorizing the City Manager to enter into a grant agreement with the Texas Office of the Governor for the purpose of replacing rifle resistant body armor for sworn officers assigned to the Killeen Police Department and modifying the maximum annual expenditure with GT Distributors in an amount not to exceed $584,565.

Attachments: Grant

Contract

Presentation

7. RS-23-005 Consider a memorandum/resolution accepting the Victims of Crime Act (VOCA) Crisis Assistance Program grant through the Office of the Governor, Criminal Justice Division.

Attachments: Grant Application

Presentation

8. RS-23-006 Consider a memorandum/resolution authorizing a professional services agreement with Freese and Nichols for the design of the Transfer Station Tunnel Repairs Project in the amount of $141,243.

Attachments: Agreement

Certificate of Interested Parties

Presentation

9. RS-23-007 Consider a memorandum/resolution authorizing an Amendment No. 2 to the professional service agreement with K. Friese and Associates for the final design of the Watercrest and Willow Springs Reconstruction Project in the amount of $77,273.68.

Attachments: Open House Presentation

Proposal

Amendment No 2

Presentation

10. OR-23-001 Consider an ordinance amending the North Killeen Revitalization Program to waive parkland dedication and development fees and traffic impact analysis worksheet fees for eligible projects within the North Killeen Revitalization Area.

Attachments: Ordinance

Presentation

11. RS-23-008 Consider a memorandum/resolution authorizing the conveyance of properties located at 414 and 511 N. 4th Street by donation deed to Bell County.

Attachments: Donation Deed

Interlocal Agreement

Presentation

12. RS-23-009 Consider a memorandum/resolution confirming the City Manager's annual evaluation and pay increase.

Attachments: Evaluation

13. RS-23-011 Consider a memorandum/resolution approving the appointment of an Executive Director of Finance.

Attachments: Resume

Presentation

14. RS-23-012 Consider a memorandum/resolution appointing Councilmember Segarra to the CTCOG Executive Committee.

Attachments: Presentation

15. RS-23-013 Consider a memorandum/resolution to hold a Joint General Election with Killeen Independent School District and Central Texas College.

Attachments: Agreements

Presentation

16. OR-23-002 Consider an ordinance ordering a General Election to be held on May 6, 2023 to elect a district councilmember for each district.

Attachments: Ordinance

Presentation

Resolutions

17. RS-23-010 Consider a memorandum/resolution authorizing Amendment No. 1 to the professional service agreement with Kimley Horn for the final design of the Bunny Trail Reconstruction Project in the amount of $1,074,914.51.

Attachments: Open House Presentation

Proposal

Amendment No 1

Presentation

Public Hearings

18. PH-23-001 Hold a public hearing and consider an ordinance amending the Code of Ordinances Chapter 26, Article IV, Division 5, Sections 26-128 through 26-165, establishing parkland dedication and development requirements and establishing fees in lieu thereof.

Attachments: Ordinance

Presentation

19. PH-23-002 HOLD a public hearing and consider an ordinance amending the FY 2023 Annual Budget of the City of Killeen to adjust revenue and expenditure accounts in the General Fund.

Attachments: Ordinance

Presentation

Discussion Items

20. DS-23-005 Discuss pending or contemplated litigation related to marijuana enforcement

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 January 4, 2023.

_____

Laura J. Calcote, City Secretary

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

This meeting is being conducted in accordance with the Texas Open Meetings Law [V.T.C.A., Government Code, § 551.001 et seq.]. This meeting is being conducted in accordance with the Americans with Disabilities Act [42 USC 12101 (1991)]. The facility is wheelchair accessible and handicap parking is available. Requests for sign interpretive services are available upon requests received at least 48 hours prior to the meeting. To make arrangements for those services, please call 254-501-7717, City Secretary's Office, or TDD 1-800-734-2989.

Notice of Meetings

The Mayor and/or City Council have been invited to attend and/or participate in the following meetings/conferences/events. Although a quorum of the members of the City Council may or may not be available to attend this meeting, this notice is being posted to meet the requirements of the Texas Open Meetings Act and subsequent opinions of

the Texas Attorney General's Office. No official action will be taken by Council.

• Chief of Police Retirement Ceremony, January 12, 2023, 2:00 p.m., Killeen Civic and Conference Center
• MLK March, January 16, 2023, 9:00 a.m., Downtown Killeen
• MLK Program, January 16, 2023, 11:00 a.m., Greater Peace Missionary Baptist Church
• Public Policy Luncheon, January 26, 2023, 11:30 a.m., TAMU-CT
• York Rite Masons State Gospel Fest and Appreciation Banquet, February 4, 2023, 7:00 p.m., Courtyard Marriott
• Black History Month, February 17, 2023, 4:00 p.m., City Hall

Dedicated Service -- Every Day, for Everyone!

City of Killeen

Staff Report

File Number: MN-23-001

1	City Council Workshop	01/03/2023	Reviewed and Referred	City Council	01/10/2023

Consider Minutes of Regular City Council Meeting of December 6, 2022.

City of Killeen
City Council Meeting
Killeen City Hall
December 6, 2022 at 5:00 p.m.

Presiding: Mayor Debbie Nash-King

Attending: Mayor Protem Ken Wilkerson (arrived 5:01 p.m.), Councilmembers Jessica Gonzalez, Riakos Adams, Michael Boyd, Jose Segarra, Nina Cobb (arrived 5:02 p.m.), and Ramon Alvarez

Also attending were City Manager Kent Cagle, City Attorney Holli Clements, City Secretary Laura Calcote, and Sergeant-at-Arms Officer Parham.

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

Approval of Agenda

Motion was made by Councilmember Adams to approve the agenda. Motion was seconded by Councilmember Segarra. The motion carried unanimously (6-0).

Citizen Comments

1. Jack Ralston spoke regarding OR-22-022.
2. Mellisa Brown spoke regarding OR-22-022 and OR-22-016.
3. Julie Oliver spoke regarding OR-22-022.
4. Jonathan Hildner spoke regarding OR-22-022.
5. Chris Stickles spoke regarding OR-22-022.
6. Louie Minor spoke regarding OR-22-022.
7. Michael Fornino spoke regarding OR-22-022.
8. Travis Whitis spoke regarding OR-22-016.
9. Anca Neagy spoke regarding OR-22-022, RS-22-174 and OR-22-016.
10. Jah Nice spoke regarding OR-22-022.
11. Chris Bray spoke regarding OR-22-022.
12. Laurette Matthews spoke regarding OR-22-022.
13. Bruce Thomas spoke regarding OR-22-022.
14. Major Heggs spoke regarding OR-22-022.
15. Larry Robison spoke regarding OR-22-022.

Consent Agenda

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

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

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.

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.

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.

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.

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.

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.

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.

RS-22-173 Consider a memorandum/resolution approving the investment reports for the quarter ended June 30, 2022, and September 30, 2022.

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

Motion was made by Councilmember Segarra to approve the Consent Agenda, pulling RS-22-174 -. Motion was seconded by Councilmember Gonzalez. The motion carried unanimously (7-0).

Resolutions

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

Motion was made by Mayor Protem Wilkerson to approve RS-22-174. Motion was seconded by Councilmember Alvarez. Motion carried unanimously (7-0).

Ordinances

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

The City Secretary read the caption of the 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.

Staff Comments: Edwin Revell, Executive Director of Planning and Developmental Services
This item was presented to City Council during their November 29, 2022 Workshop meeting. Mr. Revell was available to provide additional information and answer questions.

Motion was made by Mayor Protem Wilkerson to approve OR-22-016. Motion was seconded by Councilmember Cobb. Motion carried unanimously (7-0).

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

The City Secretary read the caption of the 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.

Staff Comments: Holli Clements, City Attorney
On November 22, 2022, City Council canvassed the November 8th 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 had prepared a draft ordinance removing Section 22-83. Ms. Clements presented the amended ordinance and was available to provide information and to answer questions.

Motion was made by Councilmember Segarra to approve OR-22-022, removing sections 22-83 and 22-85 from the ordinance. Motion was seconded by Councilmember Boyd. Motion failed 2-5, with Mayor Protem Wilkerson, Councilmembers Cobb, Gonzalez, Alvarez, and Adams in opposition.

Motion was made by Councilmember Alvarez to approve OR-22-022, removing sections 22-83, 22-85 and "Class A misdemeanor" from the ordinance. Motion was seconded by Councilmember Segarra. Motion failed 2-5, with Mayor Protem Wilkerson, Councilmembers Cobb, Boyd, Gonzalez, and Adams in opposition.

Motion was made by Mayor Protem Wilkerson to take no action at this time and to reconsider the ordinance on March 6, 2023. The motion died for lack of a second.

Motion was made by Councilmember Gonzalez to approve OR-22-022, removing section 22-83 and to review the ordinance in three months with statistics from the Police Department.
Motion was seconded by Councilmember Segarra. Motion carried 4-3, with Mayor Protem Wilkerson, Councilmembers Cobb and Boyd in opposition.

City Council took a recess at 6:55 p.m.

Regular Session reconvened at 7:05 p.m.

Public Hearings

PH-22-022 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.

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 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.

Staff Comments: Edwin Revell, Executive Director of Planning and Developmental

Services
This item was presented to City Council during their November 29, 2022 Workshop meeting. The applicant's representative, Ace Fornell, and Mr. Revell were available to provide additional information and to answer questions.

Mayor Nash-King opened the public hearing.

Mellisa Brown spoke in opposition.

With no one else appearing, the public hearing was closed.

Motion was made by Mayor Protem Wilkerson to approve PH-22-022. Motion was seconded by Councilmember Boyd. Motion carried unanimously (7-0).

Adjournment

With no further business, upon motion being made by Councilmember Adams, seconded by Mayor Protem Wilkerson and unanimously approved, the meeting was adjourned at 7:17 p.m.

City of Killeen

Staff Report

File Number: MN-23-002

1	City Council Workshop	01/03/2023	Reviewed and Referred	City Council	01/10/2023

Consider Minutes of Regular City Council Meeting of December 13, 2022.

City of Killeen
City Council Meeting
Killeen City Hall
December 13, 2022 at 5:00 p.m.

Presiding: Mayor Debbie Nash-King

Attending: Mayor Protem Ken Wilkerson, Councilmembers Jessica Gonzalez, Riakos Adams, Nina Cobb (arrived at 5:11 p.m.), Michael Boyd, Jose Segarra, and Ramon Alvarez (arrived at 5:11 p.m.)

Also attending were City Manager Kent Cagle, Deputy City Attorney Asha Pender, City Secretary Laura Calcote, and Sergeant-at-Arms Officer Sierra

Don Smith gave the invocation.

Councilmember Segarra led everyone in the Pledge of Allegiance.

Approval of Agenda

Motion was made by Mayor Protem Wilkerson to approve the agenda as written. Motion was seconded by Councilmember Gonzalez. Motion carried unanimously (5-0).

Presentations

PR-22-009 Killeen Star Award

Mayor Nash-King and Councilmember Boyd recognized Killeen citizen, Brandon Martin, for being an outstanding community member.

PR-22-010 Presentation - Bell County Child Safety Check

Bell County Tax Assessor-Collector, Shay Luedeke, presented a check to the City of Killeen in the amount of $172,333.13, collected by the County on vehicle registrations to be used for school crossings.

Citizen Comments

1. Michael Fornino spoke regarding RS-22-177.
2. Mellisa Brown spoke regarding OR-22-023 and RS-22-180.
3. Bryant Franklin spoke regarding OR-22-023.
4. Bill Paquette spoke regarding DS-22-148.

Consent Agenda

MN-22-032 Consider Minutes of Special City Council Meeting of November 22, 2022.

RS-22-177 Consider a memorandum/resolution to approve eligible applicants and allocate funding for the American Rescue Plan Act - Small Business Relief Grant.

RS-22-178 Consider a memorandum/resolution declaring vacancies on various citizen appointed boards and commissions and appointing members to fill the un-expired terms.

RS-22-179 Consider a memorandum/resolution to create a Downtown Advisory Committee to support the downtown revitalization efforts.

RS-22-181 Consider a memorandum/resolution to declare the public purpose and approve the grant funding allocations for ten nonprofit organizations with funding from the American Rescue Plan Act and the Public Facility Corporation.

Motion was made by Mayor Protem Wilkerson to approve the Consent Agenda, with the exception of RS-22-176 and OR-22-023. Motion was seconded by Councilmember Boyd. The motion carried unanimously (7-0).

Resolutions

RS-22-176 Consider a memorandum/resolution authorizing the conveyance of property located at 507 N. Gray Street by donation deed to Bell County.

Staff Comments: Edwin Revell, Executive Director of Development Services This item was presented to City Council during their December 6, 2022 Workshop meeting. Mr. Revell and City Manager, Kent Cagle, were available to provide additional information and to answer questions.

Motion was made by Mayor Protem Wilkerson to approve RS-22-176. Motion was seconded by Councilmember Boyd. The motion carried unanimously (7-0).

Ordinances

OR-22-023 Consider an ordinance amending the Code of Ordinances Chapter 28, Section 28-245, Speed Limits on Certain Roads, to change the speed limit on Rosewood Drive.

Staff Comments: Edwin Revell, Executive Director of Development Services

This item was presented to City Council during their December 6, 2022 Workshop meeting. Mr. Revell and City Manager, Kent Cagle, were available to provide additional information and to answer questions.

Motion of direction was made by Councilmember Boyd for staff to determine an amount and a plan to utilize the child safety funds from Bell County to establish school crosswalks at the Rosewood Drive/Morganite Lane intersection. The motion was seconded by Councilmember Adams. The motion carried unanimously (7-0).

Motion was made by Mayor Protem Wilkerson to approve OR-22-023. Motion was seconded by

Councilmember Gonzalez. The motion carried unanimously (7-0).

Public Hearings

PH-22-085 HOLD a public hearing and consider an ordinance for a City initiated request (Case #Z22-48) to rezone part of Lot 5 and Lot 6, Block 2, Julius Alexander Industrial Subdivision, from "R-1" (Single-Family Residential District) to "R-3A" (Multifamily Apartment Residential District). 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 ZONING ORDINANCE OF THE CITY OF KILLEEN BY CHANGING THE ZONING OF PART OF LOT 5 AND LOT 6, BLOCK 2, JULIUS ALEXANDER INDUSTRIAL SUBDIVISION, FROM "R-1" (SINGLE-FAMILY RESIDENTIAL DISTRICT) TO "R-3" (MULTIFAMILY APARTMENT RESIDENTIAL 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 December 6, 2022 Workshop meeting. Mr. Revell was available to provide additional information and to answer questions.

The applicant, Bryan Hopkins, was available to provide additional information and answer questions.

Mayor Nash-King opened the public hearing.

Mellisa Brown spoke in opposition.

With no one else appearing, the public hearing was closed.

Motion was made by Mayor Protem Wilkerson to approve PH-22-085. Motion was seconded by Councilmember Segarra. The motion carried unanimously (7-0).

PH-22-086 HOLD a public hearing and consider an ordinance requested by Quintero Engineering, LLC on behalf of BCMB Properties, LLC (Case #Z22-50) to rezone Lot 4, Block 2, Stefek Trust Addition Phase Four from "B-5" (Business District) to "B-C-1" (General Business and Alcohol Sales District). The property is locally addressed as 601 Stefek 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 LOT 4, BLOCK 2, STEFEK TRUST ADDITION, 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 December 6, 2022 Workshop meeting. Mr. Revell was available to provide additional information and to answer questions.

The applicant, Robert Stefek, was available to provide additional information and answer questions.

Mayor Nash-King opened the public hearing.

Mellisa Brown spoke in opposition.
Robert Stefek spoke in support.

With no one else appearing, the public hearing was closed.

Motion was made by Mayor Protem Wilkerson to approve PH-22-086. Motion was seconded by Councilmember Cobb. The motion carried unanimously (7-0).

PH-22-087 HOLD a public hearing and consider an ordinance requested by Mike Russell, on behalf of ATMOS Energy Corporation (Case #Z22-51) to rezone Lot 1, Block 1, and (Southwest Triangle) Fairway Park 2nd Unit from "R-2" (Two-Family Residential District) to "R-2" (Two-Family Residential District) with a Conditional Use Permit (CUP) for an above ground pipeline station facility. The property is locally addressed as 1701 Fairview 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 LOT 1, BLOCK 1, AND (SOUTHWEST TRIANGLE), FAIRWAY PARK 2ND UNIT, FROM "R-2" (TWO-FAMILY RESIDENTIAL DISTRICT) TO "R-2" (TWO-FAMILY RESIDENTIAL DISTRICT) WITH A CONDITIONAL USE PERMIT FOR AN ABOVE GROUND PIPELINE STATION FACILITY, 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 December 6, 2022 Workshop meeting. Mr. Revell was available to provide additional information and to answer questions.

Representative of ATMOS Energy Corporation, Rusty Fischer, 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-22-087. Motion was seconded by Councilmember Boyd. The motion carried unanimously (7-0).

PH-22-088 HOLD a public hearing and consider an ordinance amending the Code of Ordinances Chapter 31, Sec. 31-903, Garages, providing for amendments to the standards regarding protruding garage doors. (Requires three-fourths (¾) majority vote.)

The City Secretary read the caption of the ordinance.
AN ORDINANCE AMENDING CHAPTER 31 OF THE CODE OF ORDINANCES OF THE CITY OF KILLEEN; PROVIDING FOR AMENDMENTS TO THE CITY'S ZONING REGULATIONS; AMENDING THE STANDARDS REGARDING GARAGE DOORS; PROVIDING FOR THE REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A SAVINGS CLAUSE; 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 December 6, 2022 Workshop meeting. Mr. Revell was available to provide additional information and to 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-22-088. Motion was seconded by Councilmember Alvarez. The motion carried unanimously (7-0).

PH-22-089 HOLD a public hearing and consider an ordinance amending the FY 2023 Annual Budget of the City of Killeen to adjust revenue and expenditure accounts in multiple funds.

The City Secretary read the caption of the ordinance.
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KILLEEN, TEXAS, AMENDING THE FY 2023 ANNUAL BUDGET OF THE CITY OF KILLEEN TO ADJUST REVENUE AND EXPENDITURE ACCOUNTS IN MULTIPLE FUNDS; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT WITH THIS ORDINANCE; PROVIDING A SAVINGS CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

Staff Comments: Miranda Drake, Director of Budget
This item was presented to City Council during their December 6, 2022 Workshop meeting. Ms. Drake was available to provide additional information and to 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-22-089. Motion was seconded by Councilmember Boyd. The motion carried unanimously (7-0).

PH-22-090 HOLD a public hearing and consider amendments to the Tax Increment Reinvestment Zone Number Two (TIRZ #2) ordinance by amending the project and financing plan, expanding the TIRZ #2 boundary, and extending the duration of the TIRZ #2.

The City Secretary read the caption of the ordinance.
AN ORDINANCE AMENDING THE TAX INCREMENT REINVESTMENT ZONE NUMBER TWO PROJECT AND FINANCING PLAN, TERMINATION DATE, AND BOUNDARY; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR THE REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR A SEVERABILITY CLAUSE; 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 December 6, 2022 Workshop meeting. Mr. Revell was available to provide additional information and to answer questions.

Mayor Nash-King opened the public hearing.

Mellisa Brown spoke in opposition.

With no one else appearing, the public hearing was closed.

Motion was made by Councilmember Boyd to approve PH-22-090. Motion was seconded by Councilmember Segarra. The motion carried unanimously (7-0).

Resolutions

RS-22-180 Consider a memorandum/resolution authorizing a professional services agreement for the schematic design of the Rancier Avenue Replacement and Streetscaping Improvements Project with BGE Inc. in the amount of $813,453.73.

Staff Comments: Edwin Revell, Executive Director of Development Services
This item was presented to City Council during their December 6, 2022 Workshop meeting. Mr. Revell was available to provide additional information and to answer questions.

Discussion Items

DS-22-147 Discuss Warming Center Procedures

Fire Chief, James Kubinski, and Director of Homeland Security and Emergency Management, Peter Perez, provided information to Council regarding warming center procedures.

Motion of direction was made by Mayor Protem Wilkerson for staff to consider the options available to the City regarding a formal agreement with community/private partners to offset some of the issues surrounding warming center procedures and where the City would provide resources, as

needed. Councilmember Cobb seconded the motion. The motion carried 6-0-1 with Councilmember Adams abstaining.

DS-22-148 Conduct Annual Evaluation of the City Manager

At 7:03 p.m., Mayor Nash-King called for City Council to recess the meeting into Executive Session.

Per V.T.C.A., Government Code Section 551.074 the City Council will conduct a City Manager annual review.

At 8:10 p.m., Mayor Nash-King reconvened the City Council meeting into Regular Session.

Adjournment

With no further business, upon motion being made by Councilmember Adams, seconded by Mayor Protem Wilkerson, and unanimously approved, the meeting was adjourned at 8:12 p.m.

City of Killeen

Staff Report

File Number: RS-23-001

1	City Council Workshop	01/03/2023	Reviewed and Referred	City Council	01/10/2023

Consider a memorandum/resolution for the purchase of consumable medical supplies for the Fire Department in an amount not to exceed $399,179.

DATE: **January 3, 2023**

TO: **Kent Cagle, City Manager**

FROM: **James Kubinski, Fire Chief**

SUBJECT: **Purchase of Consumable Medical Supplies**

BACKGROUND AND FINDINGS:

The Fire Department purchases medical supplies in excess of $250,000 for the emergency medical services division. Each year the Fire Department does a cost comparison between several vendors on cooperative contracts with the exception of the vendor, Teleflex, where 3 quotes are obtained. EMS Captains order the necessary items for the EMS crews from the vendors listed below through their respective cooperative contract.

Bound Tree Medical Buyboard Contract # 610-20
Henry Schein Buyboard Contract # 610-20

THE ALTERNATIVES CONSIDERED:

1. Do not approve the purchase of medical supplies from the vendors listed above.
2. Approve the purchase of medical supplies from the vendors listed above through their respective cooperative contract.

Which alternative is recommended? Why?

The second alternative is recommended, which will allow the Fire Department to procure medical supplies through various vendors utilizing the Buyboard cooperative contract.

CONFORMITY TO CITY POLICY:

This CCMR conforms to City policies and law. 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?

$399,179 was budgeted in the FY 2023 Budget.

Is this a one-time or recurring expenditure?

Recurring

Is this expenditure budgeted?

Yes, funding is available in the General Fund Fire Department account, 010-7070-442.41-75.

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 purchase of medical supplies from Bound Tree Medical and Henry Schein through their respective Buyboard cooperative contracts in an amount not to exceed $399,179 for fiscal year 2023.

DEPARTMENTAL CLEARANCES:

Legal, Purchasing, Finance

ATTACHED SUPPORTING DOCUMENTS:

Contracts
Certificate of Interested Parties

Menu

Vendor Contract Information Summary

Vendor Name	Bound Tree Medical
Contact	Chris Fyffe
Phone Number	8005330523
Email	submitbids@boundtree.com
Website	www.boundtree.com
Federal ID	31-1739487
Accepts RFQs	Yes
Address Line 1	5000 Tuttle Crossing Blvd
Vendor City	Dublin
Vendor Zip	43016
Vendor State	OH
Vendor Country	USA
Delivery Days	3
Freight Terms	FOB Destination
Payment Terms	Net 30 days
Shipping Terms	Pre-paid and added to invoice
Ship Via	Common Carrier
Is Designated Dealer	No
EDGAR Forms Received	Yes
Service-Disabled Veteran Owned	No
Minority Owned	No
Women Owned	No
Is National	Yes
No Excluded Foreign Terrorist Orgs	Yes
No Israel Boycott Certificate	Yes
Is MWBE	No
Regions Served	All Texas Regions
States Served	All States
Contract Name	First Aid, Emergency Medical, and Athletic Trainer Supplies and Equipment
Contract #	610-20
Effective Date	06/01/2020
Expiration Date	05/31/2023
Quote Reference Number	610-20
Return Policy	See Extended Exceptions for return policy

P.O. Box 400, Austin, Texas 78767
800.695.2919 • info@buyboard.com • buyboard.com

May 2, 2022

Sent via email to: submitbids@boundtree.com

Chris Fyffe
Bound Tree Medical
5000 Tuttle Crossing Blvd
Dublin, OH 43016

Re: First Aid, Emergency Medical, and Athletic Trainer Supplies and Equipment
BuyBoard Contract 610-20

The Local Government Purchasing Cooperative (BuyBoard) awarded your company a contract under First Aid, Emergency Medical, and Athletic Trainer Supplies and Equipment, Contract 610-20, for which the current term is set to expire May 31, 2022. At this time, the BuyBoard is renewing your contract through May 31, 2023. This will be the final renewal of this contract.

All discounts, terms, and conditions of your contract will remain the same. If you agree to this renewal, there is nothing you need to do. However, if you do not agree to this renewal, you must notify me via email at lisa.maraden@tasb.org prior to the start of the renewal term.

If you have questions or comments concerning this renewal, please contact me as soon as possible at lisa.maraden@tasb.org. We appreciate your interest in The Local Government Purchasing Cooperative.

Sincerely,

Lisa Maraden
Contract Administrator

final renewal v.02.13.2020

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

Bound Tree Medical, LLC
Company Name

Christopher Fyffe
Printed Name

Manager, Bids and Contracts
Title

11/30/2022
Date

Vendor Contract Information Summary

Vendor Name	Henry Schein, Inc.
Contact	Joanne Viggiano
Phone Number	8008510400
Phone Extension	222-8325
Email	biddept@henryschein.com
Website	www.henryschein.com
Federal ID	11-3136595
Accepts RFQs	Yes
Address Line 1	135 Duryea Road
Vendor City	Mellville
Vendor Zip	11747
Vendor State	NY
Vendor Country	USA
Delivery Days	3
Freight Terms	FOB Destination
Payment Terms	Net 30 days
Shipping Terms	Pre-paid and added to invoice
Ship Via	Common Carrier
Is Designated Dealer	No
EDGAR Forms Received	Yes
Service-Disabled Veteran Owned	No
Minority Owned	No
Women Owned	No
Is National	Yes
No Excluded Foreign Terrorist Orgs	Yes
No Israel Boycott Certificate	Yes
Is MWBE	No
Regions Served	All Texas Regions
States Served	All States
Contract Name	First Aid, Emergency Medical, and Athletic Trainer Supplies and Equipment
Contract #	610-20
Effective Date	06/01/2020
Expiration Date	05/31/2023
Quote Reference Number	610-20
Return Policy	Call for RMA 800-851-0400

12/8/2022 9:10 AM

P.O. Box 400, Austin, Texas 78767
800.695.2919 • info@buyboard.com • buyboard.com

May 2, 2022

Sent via email to: biddept@henryschein.com

Joanne Viggiano
Henry Schein, Inc.
135 Duryea Road
Mellville, NY 11747

Re: First Aid, Emergency Medical, and Athletic Trainer Supplies and Equipment
BuyBoard Contract 610-20

The Local Government Purchasing Cooperative (BuyBoard) awarded your company a contract under First Aid, Emergency Medical, and Athletic Trainer Supplies and Equipment, Contract 610-20, for which the current term is set to expire May 31, 2022. At this time, the BuyBoard is renewing your contract through May 31, 2023. This will be the final renewal of this contract.

All discounts, terms, and conditions of your contract will remain the same. If you agree to this renewal, there is nothing you need to do. However, if you do not agree to this renewal, you must notify me via email at lisa.maraden@tasb.org prior to the start of the renewal term.

If you have questions or comments concerning this renewal, please contact me as soon as possible at lisa.maraden@tasb.org. We appreciate your interest in The Local Government Purchasing Cooperative.

Sincerely,

Lisa Maraden
Contract Administrator

final renewal v.02.13.2020

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, <u>and</u> 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.

_____ _HenrySchein

_____

Signature Company Name

___Joe Jefferies_____

_____

Printed Name Title FSC

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:
2022-959709

Date Filed:
11/30/2022

Date Acknowledged:

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

Bound Tree Medical, LLC
Dublin, OH 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 Fire Department

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.

Contract 610-20
EMS supplies

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 Christopher Fyffe, and my date of birth is 12/28/1984.

My address is 5000 Tuttle Crossing Blvd (street), Dublin (city), OH (state), 43016 (zip code), USA (country).

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

Executed in Franklin County, State of OH, on the 30th 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:
2022-966363

Date Filed:
12/20/2022

Date Acknowledged:

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

Henry Schein Medical
Friendswood, 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.

Killeen Fire Dept.

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.

610-20
EMS Medical Supplies and Equipment

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
CEO Stanley Bergman	Mellville, NY USA	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Joe Jefferies_____, and my date of birth is 4-17-65_____.

My address is 2907 Palmer Drive_____, Friendswood_____, TX_____, 77546_____, _____.
(street) (city) (state) (zip code) (country)

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

Executed in Galveston_____County, State of Texas_____, on the 20th__day of December___, 2022___.
(month) (year)

Joseph B Jeffries

Signature of authorized agent of contracting business entity
(Declarant)

PURCHASE OF CONSUMABLE MEDICAL SUPPLIES

RS-23-001

January 3, 2023

PURCHASE OF CONSUMABLE MEDICAL SUPPLIES

2

- The Killeen Fire Department purchases consumable medical supplies for use in the delivery of Emergency Medical Services

- To conform with City policy, consumable medical supplies are purchased through a cooperative contract

- The Fire Department currently utilizes the following vendors:
  - Bound Tree Medical — Buyboard # 610-20
  - Henry Schein — Buyboard # 610-20

PURCHASE OF CONSUMABLE MEDICAL SUPPLIES

- Financial Impact
  - These funds are included in the FY22-23 budget in the amount of $399,179
- Alternatives:
  - Do not approve the purchase of medical supplies from the vendors listed
  - Approve the purchase of medical supplies from the vendors listed through their respective cooperative contract

PURCHASE OF CONSUMABLE MEDICAL SUPPLIES

- Staff recommends the City Council authorize the purchase of medical supplies from Bound Tree Medical and Henry Schein through their respective Buyboard cooperative contracts not to exceed $399,179 for FY22-23

City of Killeen

Staff Report

File Number: RS-23-002

1	City Council Workshop	01/03/2023	Reviewed and Referred	City Council	01/10/2023

Consider a memorandum/resolution authorizing the execution of a professional services agreement with Freese and Nichols for the design of the Lift Station No. 6 Rehabilitation and Expansion Project in the amount of $624,677.

DATE: **January 3, 2023**

TO: **Kent Cagle, City Manager**

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

SUBJECT: **Authorize the execution of a Professional Services Agreement with Freese and Nichols to Design the Lift Station No. 6 Rehabilitation and Expansion Project**

BACKGROUND AND FINDINGS:

The 2019 Water and Wastewater Master Plan includes projects R4S---rehabilitation and 11S-expansion of Lift Station No. 6, which is located at 3816 Water Street. These projects include architectural, electrical, and mechanical improvements; as well as expanding Lift Station No. 6 from its current capacity of 17.28mgd to a firm capacity of 24mgd. Lift Station #6 serves the northeastern part of the city.

City staff has negotiated a professional services agreement (PSA) with Freese and Nichols (FNI) for the design and construction administration of the Lift Station No. 6 Rehabilitation and Expansion Project in the amount of $624,677. FNI 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 FNI; this will delay the design and construction of this critical sewer rehabilitation and Expansion project.

(2) Authorize the execution of the professional services agreement with FNI for the design and contract administration of the Lift Station No. 6 Rehabilitation and Expansion Project.

Which alternative is recommended? Why?

Alternative two (2) is recommended due to FNI's extensive experience with the design of lift stations. City staff believes that FNI 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 $624,677 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 FNI for the design and construction administration of the Lift Station No. 6 Rehabilitation and Expansion Project in the amount of $624,677, 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 FREESE AND NICHOLS, INC. ("ENGINEER").

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

The Lift Station #6 Rehabilitation project includes the design, bid and construction phase services to increase Lift Station #6 firm capacity from existing 17.28 million gallons per day (MGD) to the maximum achievable firm capacity within existing wet well and building geometry up to 24 MGD. Capacity improvements will be incorporated with electrical equipment rehabilitation and site rehabilitation needs. Project phases include:

Phase A – Project Management

Phase B – Preliminary Design Phase

Phase C – Final Design Phase

Phase D – Bid Phase

Phase E – Construction Phase

ARTICLE 1 - SERVICES OF ENGINEER

1.01 Scope

A. ENGINEER shall provide the Basic and Additional Services set forth herein and in Exhibit A.

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 Exhibit D.

ARTICLE 2 - OWNER'S RESPONSIBILITIES

2.01 General

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

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, Part 1, as set forth in Exhibit C.

B. *For Additional Services*. OWNER shall pay ENGINEER for Additional Services performed or furnished under Exhibit A, Part 2, as set forth in Exhibit C.

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 C.

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 C.

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 in accordance with Exhibit C 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 C. 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 as provided in Exhibit B.

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 Exhibit F, "Construction Cost Limit," to this Agreement.

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 (Document No. 1910-8, 1996 Edition) unless both parties mutually agree to use other General Conditions as specifically referenced in Exhibit H.

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 pursuant to Exhibit B. 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.

4. The indemnification provision of paragraph 6.10.A.1 is subject to and limited by the provisions agreed to by OWNER and ENGINEER in Exhibit I, "Allocation of Risks," if any.

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, Part 2 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, Part 1, 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 pursuant to Exhibit B of this Agreement. 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 C.

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. The duties and responsibilities of the Resident Project Representative are as set forth in Exhibit D.

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 pursuant to Exhibit B of this Agreement.

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, "ENGINEER's Services," consisting of 8 pages.

B. Exhibit B, "OWNER's Responsibilities," consisting of 2 pages.

C. Exhibit C, "Payments to Engineer for Services and Reimbursable Expenses," consisting of 1 page.

D. Exhibit D, "Duties, Responsibilities and Limitations of Authority of Resident Project Representative," consisting of 1 page.

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

F. Exhibit F, "Construction Cost Limit," consisting of 1 page.

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

H. Exhibit H, "Special Provisions," 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.

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

OWNER: City of Killeen

By: Kent Cagle

Title: City Manager

Date Signed:

Address for giving notices:

P.O. Box 1329

Killeen, TX 76540-1329

Designated Representative (paragraph 6.02.A):

Steve Kana

Title: Director of Water and Sewer Utilities

Phone Number: 254-501-7623

Facsimile Number: 254-501-6321

E-Mail Address: skana@killeentexas.gov

ENGINEER: Freese and Nichols, Inc.

By: Anne Hoskins, P.E.

Title: Principal

Date Signed: 11/28/2022

Address for giving notices:

Freese and Nichols, Inc.

4055 International Plaza, Ste. 200

Fort Worth, TX 76109-4895

Designated Representative (paragraph 6.02.A):

Jessica Brown, P.E.

Title: Principal

Phone Number: 817-735-7406

Facsimile Number: 817-735-7492

E-Mail Address: JLB@freese.com

This is **EXHIBIT A**, consisting of 8 pages, referred to in and part of the **Agreement between OWNER and ENGINEER for Professional Services** dated _____ _____, _____.

Initial:
OWNER _____
ENGINEER ACH

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 below.

PART 1 -- BASIC SERVICES

Background and Scope of Work
The City of Killeen (City) Water & Wastewater Master Plan prepared by Freese and Nichols (FNI) in December 2019 identified Lift Station #6 for immediate electrical equipment rehabilitation (generator, MCC) based on condition evaluation (Project R4S). Two (2) FNI representatives (Charles Kucherka, Rob Harrison) completed a site visit to Lift Station #6 on 7/1/22. The purpose of the visit was to evaluate the existing condition of the electrical equipment, wet well, discharge piping/valves, and miscellaneous building appurtenances and identify any changes from the condition evaluation included in the 2019 Master Plan. The site visit notes, including identified electrical and site condition improvements, are noted in Appendix A provided to the City on 1/11/22.

In addition to electrical equipment rehabilitation, the Master Plan also recommended a capacity expansion at Lift Station #6 by 2029 to accommodate population growth and allow wastewater diversion from Lift Station #2 to Lift Station #6 (Project 11S). The City has asked FNI to provide design, bid and construction phase services to increase firm capacity from existing 17.28 million gallons per day (MGD) to 24 MGD. Capacity improvements will be incorporated with electrical equipment / site rehabilitation needs noted in Appendix A. This contract includes design, bid and construction phase services

Project Assumptions

1. 12-month Design Phase from notice to proceed, 3-month bid/permitting phase, and 18-month construction phase. Assumes 2-week review time by City for each design submittal.
2. Proposed improvements will be tailored to fit within the limits of the existing structure, electrical building, valve vault and wet well. Lift Station #6 will be designed to the maximum firm capacity that can be achieved within existing wet well and building geometry up to a firm capacity of 24 MGD based on the Water & Wastewater Master Plan prepared by FNI in December 2019. Design of new wet well, electrical / pump building, meter vault or force main is not included within the scope of this project.
3. Design improvements assume upsize of existing submersible pumps in existing pump bays, upsize of discharge pipe/valves, and reroute of up to 220 linear feet of 42" influent gravity main.
4. North Wastewater Treatment Plant and receiving gravity system has or will have sufficient capacity for increase in flow at Lift Station #6 by the time capacity improvements at Lift Station #6 are implemented. An evaluation of the receiving gravity and treatment system for the increase in flow is note included in this scope.
5. City will provide all drawings and equipment data for existing facilities for the design.
6. Video surveillance and access security system for the pump station and tank are not included in this scope of work.
7. Production of O&M manuals (aside from compilation of manufacturer provided O&M manuals) is not included in this scope of work.
8. Construction of the project will be design-bid-build and will not be performed through an alternate delivery package. There will be no separate package prepared for equipment prepurchase for long lead items.
9. Any municipality required permitting fees will be paid for by the City of Killeen and are not included in this fee proposal.

BASIC SERVICES:

Phase A - Project Management

A1. Kickoff Meeting: Conduct kickoff meeting to review scope, schedule, and budget; determine any special conditions that may affect the study; discuss administrative requirements of Owner; and develop design criteria. Kick off meeting will be virtual over Microsoft Teams.

A2. Quality Control: Manage efforts of internal design team on the Project and perform Quality Control review of all deliverables.

A3. Monthly Reports: Prepare monthly reporting including status report, recent activities, upcoming activities, budget updates, schedule updates, and scope changes. Prepare monthly invoices.

A4. Progress Updates: Provide monthly progress updates to City of Killeen via phone call for duration of the design (Phase B/C) and bid (Phase D). Construction progress updates are defined in Phase E. Formal minutes will not be prepared; summary of discussion and any decisions will be noted via email.

A5. Deliverables for Phase A include the following:
   a. Agendas and minutes for kick off meeting.
   b. Monthly reporting
   c. Monthly invoices

Phase B – Preliminary Design Phase

B1. Existing Data Acquisition and Review: Coordinate with the City to acquire and review existing data on the Lift Station #6 system and equipment. Data needs include:
   a. Existing submersible pump nameplates, approved shop drawing / data sheet
   b. Record Drawings / GIS for Lift Station #6, incoming gravity main, and force main.
   c. Existing operating information:
      i. Current Wet Well Level Set Points / Operating Strategy
      ii. Submersible Pump No. 1, 2, 3 pressure / flow measurement when in operation
   d. Existing AC unit nameplate

B2. Lift Station Capacity Evaluation: Identify proposed improvements needed to maximize achievable capacity at Lift Station #6 up to 24 MGD without altering electrical room or wet well footprint.
   a. Evaluate up to two (2) options to reroute the existing 42" influent gravity main to the existing wet well. The intent of the gravity main reroute is to (1) minimize surcharge of the gravity system by raising the invert elevation such that pump operating levels are below the lowest incoming invert and (2) provide improved flow distribution to the existing pumps. A .pdf plan view exhibit of each reroute option will be prepared and included in the preliminary design phase memo using existing record drawings.
   b. Determine existing wet well working volume based on available data from the existing invert of the 42" incoming gravity main. Determine potential wet well working volume from proposed invert of 42" gravity main reroute options (see scope item B2.a). Determine working volume required for 24 MGD capacity. Evaluate use of variable frequency drives to increase working volume. Identify any required TCEQ variances to maintain existing wet well. Design of new wet well is not included within the scope of this project.
   c. Develop a system curve and determine pump selection to upsize existing three (3) submersible pumps in existing pump bays (2 duty, 1 standby). Evaluate single speed and variable speed options.
   d. For the proposed system / pump configuration scenario in Item B2.c, the following will be completed:
      i. Identify bridge crane / access hatch improvements required for pump selections.
      ii. Identify improvements needed to existing discharge piping and existing force main to maintain velocities required in TCEQ Chapter 217, Subchapter C.

iii. Evaluate submersible pump anti-vortex and flow distribution baffle improvements for City consideration.
iv. Prepare a .pdf pump station plan view exhibit of proposed improvements.

e. Evaluate size of existing wet well vent and provide recommended upsize if not sufficient for capacity increase. Design of new wet well is not included within the scope of this project.
f. Evaluate bypass pumping needs for proposed wet well improvements.
g. Provide structural, electrical, instrumentation and HVAC review of the existing pump station building in relation to the proposed improvements.
    i Perform structural evaluation of adjustments needed to existing access hatches and bridge crane for upsized pumps. The existing bridge crane only has 3 feet of head room above the rail. Proposed scope assumes that sufficient head room is available to provide sufficient lift and clearance for the new pumps. Additional effort is required if bridge crane improvements for upsized pump removal necessitate more head space than existing.
    ii Perform electrical and instrumentation evaluation related to the pump selection required for the capacity increase within the existing Lift Station #6 building, for single speed and variable speed pumps. Review existing Lift Station #6 power source and associated controls. Initiate coordination with electrical utility to confirm existing power source is sufficient for proposed upgrades.
    iii Perform HVAC evaluation of the existing Lift Station #6 building related to the air room changes and capacity of existing HVAC/mechanical equipment.
h. Complete one (1) site visit with process, electrical, and mechanical design leads.
i. Complete matter port scan of existing lift station building and valve vault with exterior site photos.

B3. <u>Survey (by subconsultant Mitchell & Associates)</u>

a. Provide topographical survey and survey of existing features and structures for project limits of the Lift Station #6 site and adjacent right of way, including at a minimum:
    i. 1-ft contours;
    ii. Valve Vault Top of Discharge Pipe Spot elevation at each tee (three), Valve Vault Invert Elevation, valve vault top of concrete spot elevation;
    iii. Wet well top of concrete spot elevation, location/size of all wet well top slab penetrations, invert of wet well, and invert/size/direction of all wet well incoming pipes;
    iv. Manhole Survey of four (4) six foot diameter manholes, including location (northing/easting), rim elevation, manhole invert, all incoming pipe sizes/invert/direction, all outgoing pipe size/invert/direction;
    v. Generator pad top of concrete elevation, location of each generator pad corner
b. Provide survey of up to three (3) geotechnical borings.
c. Research utilities and easements within the project boundaries for Lift Station #6. Obtain drawings of existing agency and municipal owned utilities and include locations of these utilities in the survey.
d. Coordinate utility marking with Dig Tess and City, conduct survey and locate utilities within the project boundary. Obtain the services of a utility locator service (such as DIGTESS) and coordinate flagging of existing franchise utilities. Tie in the locations of the existing utilities on the survey.
e. Provide control staking for the project. Construction staking shall be provided by the Contractor. establish horizontal and vertical control including a minimum of 1 point within the survey limits. The survey control point (5/8" iron rod with SAM Control" plastic caps) will be set in a location that will likely be undisturbed by construction or maintenance. The project control will be placed on horizontal and vertical datums [NAD83/93/NAVD88 values (Texas State Plane, Central Zone)] with a scale factor to be provided by the City of Killeen.
f. Survey existing property corners, fences, access drive and appurtenant property evidence.
g. Show ownership and adjoining ownership data for properties adjacent to Lift Station.
h. Provide up to two (2) additional days of field work for follow up investigation at FNI's direction.

B4. Geotechnical Analysis

a. FNI will select appropriate locations within the Lift Station property for an exploratory borings. These locations will be based on the reviewed preliminary design report. The Engineer will coordinate with the City of Killeen and Texas 811 regarding underground utilities within the vicinity of the planned boring locations prior to commencement of the field exploration activities.

b. Field Exploration – Drill bores per the following schedule:

Type	Depth	Number of Bores
Generator Pad, Concrete Pavement Repair, Asphalt Road Repair, and Gravity Pipeline Buried Installation	40 feet	3

c. Subsurface samples will be collected using 3-inch diameter Shelby tubes for cohesive soils and a 2-inch diameter split-spoon sampler in conjunction with the Standard Penetration Test (SPT) for intermediate and non-cohesive soils. Rock and rock-like materials will be sampled using an NX-size core barrel and/or tested in-situ using the TxDOT Cone Penetration Test or the SPT, as appropriate for the material. Groundwater observations within the borings will be recorded at the time of drilling and at the completion of drilling and sampling. At the completion of drilling and sampling, the borings will be backfilled with auger cuttings. Provide an Engineer or Geologist experienced in logging borings to direct the drilling, log the borings, and handle and transport the samples. Visual classification of the subsurface stratigraphy shall be provided according to ASTM D2488 and the Unified Soil Classification System (USCS) during drilling and sampling.

d. Laboratory Testing – Testing shall be performed on samples obtained from the borings to determine soil classification and pertinent engineering properties of the subsurface materials. The Engineer will select samples for laboratory testing, assign tests, and review the test results. Laboratory tests will be appropriately assigned for the specific subsurface materials encountered during exploration, but are expected to include:

   i. Classification tests (liquid and plastic limits and percent passing the no. 200 sieve or gradation)
   ii. Moisture content
   iii. Dry unit weight
   iv. Unconfined compressive strength

e. Engineering Analysis and Reporting – Perform the geotechnical engineering analysis and prepare a technical memorandum summarizing the field exploration, laboratory testing, and engineering analysis, which will include the following:

   i. Appendix with the boring locations, boring logs, laboratory test results, and a key to the symbols used;
   ii. Discussion of subsurface conditions and soil properties indicated by the field and laboratory work and the implications for design;
   iii. Foundation recommendations for support of the proposed Generator Pad, including bearing capacity of soils, suitable bearing material, lateral and overturning resistance, etc. applicable for the recommended foundation or foundation options; Logs of borings will be provided for the pipeline borings as well as pipe backfill requirements;
   iv. Lateral earth pressures when appropriate;
   v. General discussion of expected construction related issues; and
   vi. Earthwork related recommendations for use during development of plans and specifications.

f. Submittals will include one (1) paper copy and one (1) electronic PDF copy of the technical memorandum.

B5. Preliminary Design Report

a. Prepare a preliminary design report detailing the basis of design for the project and summarizing proposed condition and capacity improvements.

b. Prepare opinion of probable construction costs as a Class 4 estimate based on the guidelines set forth by the American Association of Cost Engineers for a study or feasibility design with a 1 to 15 percent project definition level for proposed improvements.

c. Conduct internal quality control review of the draft preliminary design report before submission to the City. Incorporate and address all review comments.

d. Furnish one (1) electronic copy of the preliminary design phase memorandum and conduct review workshop in person with City to review findings and confirm Lift Station #6 improvements for final design.
e. Furnish one (1) electronic copy of the final preliminary design report with City comments / decisions incorporated.

B6. Deliverables for Phase B include the following:
a. Draft copy of Preliminary Design Report and OPCC, one (1) .pdf copy.
b. Final copy of Preliminary Design Report and OPCC, one (1) .pdf copy.

Phase C – Final Design Phase

C1. FINAL DESIGN SUBMITTALS (90%/ 100%): Perform final design for the lift station capacity and conditions improvements as follows:
a. Lift Station Wet Well Improvements: Design of pumps, discharge piping, discharge valves, wet well baffles, bridge crane, and access hatches within existing wet well and valve vault footprint to provide up to 24 MGD. Coordination with pump manufacturers to refine equipment and pump curve selection. If required, providing a larger force main or additional force main to conduct 24 MGD is not included within the scope of this project.
b. Lift Station Incoming Gravity Main Improvements: Design of up to 220 linear feet of 42" gravity main rerouted to existing wet well for improved operation.
c. Site Civil Design: Provide design for site civil improvements identified and approved by the City in the Preliminary Design Phase. Site civil improvements that will be considered are included in Appendix A.
d. Structural Design: Provide structural design for new generator slab, bridge crane improvements (limited to existing 3-ft head space) and required building / wet well penetrations for process and mechanical upgrades. Improvements requiring modifications to the existing pump building, valve vault, or electrical room are not included within the scope of this project.
e. Electrical, Instrumentation, and SCADA Design: Design of all electrical, instrumentation and SCADA requirements for all project components. Electrical improvements identified during the July site visit are included in Appendix A.
f. HVAC Design: Design of all HVAC improvements required for all project components.
g. QA/QC Reviews: Provide QA/QC reviews for all project deliverables, including constructability review at 90% design submittals.
h. Engineer's opinion of probable construction costs: Prepare detailed cost estimates for each design deliverable.
i. Conduct in person workshop review at 90% deliverable milestone. 100% draft documents

C2. Permitting Coordination. Coordinate and prepare documents for review by other local, state, and federal agencies, as required; including TCEQ and City.

C3. Deliverables for Phase C include the following:
a. 90% Design Submittal – 11x17 Plans, Contract Documents, and Technical Specifications – One (1) electronic copy in PDF format
b. 100% Design Submittal- comment response form for City's comments on 90% submittal, 11x17 Plans, Contract Documents, and Technical Specifications - One (1) electronic copy in PDF format
c. Final Bid Documents- comment response form for City's comments on 100% submittal, One (1) electronic copy in PDF format and five (5) sets of standard 11"x17" "half-size" bound plans and letter size specifications.

Phase D – Bid Phase

D1. Meetings: FNI will prepare meeting agendas and minutes for all meetings and workshops listed below:
a. One (1) pre-bid conference and site visit, in person.
b. One (1) bid opening, in person.

D2. Bid Phase Coordination. Coordinate with the City for successful bid phase initiation, planning, execution,

monitoring, controlling, and closeout. This scope of services is based on one (1) bid package. The following services will be performed:

a. FNI will prepare one (1) bid packet/contract documents/advertisement for bids. FNI will assist the City in the bid process using CivCast to distribute plans, specifications, and addenda. FNI will provide a copy of the notice to bidders for the City to use in notifying construction news publications and publishing appropriate legal notice. The cost for publications shall be paid by the City.
b. FNI will assist the City by responding to questions and interpreting bid documents. FNI will prepare needed addenda to the bid documents if necessary.
c. FNI will assist the City in the opening and analyzing of the bids received for the project, including reviewing the bids for errors and unit price discrepancies. Review the qualification information provided by the apparent low bidder to determine if, based on the information available, they appear to be qualified to construct the project. This includes researching contractor qualifications and references.
d. FNI will recommend award of contract or other actions as appropriate to be taken by the City in the form of a Letter of Recommendation.

Phase E – Construction Phase

E1. Meetings. FNI will prepare meeting agendas and minutes for all meetings and workshops listed below:

a. One (1) pre-construction conference for one (1) construction package with the Contractor and the City, in person.
b. Facilitate up to eighteen (18) Virtual Monthly Construction Progress Meetings with the Contractor and the City during the Construction Phase to observe the progress and the quality of work and to attempt to determine in general if the work is proceeding in accordance with the Construction Contract Documents.

E2. Construction Coordination. Upon completion of the bid phase services, FNI will proceed with the performance of construction phase services as described below. FNI will endeavor to protect the City in providing these services however, it is understood that FNI does not guarantee the Contractor's performance, nor is FNI responsible for supervision of the Contractor's operation and employees. FNI shall not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by the Contractor, or any safety precautions and programs relating in any way to the condition of the premises, the work of the Contractor or any Subcontractor. FNI shall not be responsible for the acts or omissions of any person (except its own employees or agents) at the Project site or otherwise performing any of the work of the project.

a. Prepare "Conformed" Construction Contract Documents: "Conformed" documents shall include information from the bid documents, legal documents, addenda, and other documents and/or forms required by the City, bound in the documents for execution by the City and the construction Contractor. The "Conformed" plans and specifications shall have all addenda incorporated into the original drawings and specifications. Furnish one (1) electronic copy, two (2) "full-size" sets and five (5) "half-size" sets of plans and specifications for the project for distribution to the City and the Contractor.
b. Set up FNiManager website for document control during construction.
c. Document Review: Establish and maintain a project documentation system consistent with the requirements of the construction Contract Documents. Monitor the processing of contractor's submittals and provide for filing and retrieval of project documentation. Review Contractor's submittals for compliance with the design concepts as follows. Contractor submittals beyond the numbers outline below will be an additional service.
    - Review up to thirty-five (35) Shop Drawings.
    - Review up to ten (10) Record Data.
    - Review up to fifteen (15) Requests for Information (RFI's).
    - Review up to eighteen (18) monthly progress schedules from the Contractor.
    - Review up to eighteen (18) monthly construction estimates from the Contractor and make recommendations for payment.
    - Review up to six (6) operation and maintenance (O&M) manuals.
    - Review up to six (6) quality related documents, such as test reports, equipment installation

reports, or other documentation.

d. Interpret the drawings and specifications for City and Contractor.

e. Prepare Field/ Change Order Documents and Requests for Proposals (RFP's): Evaluate notices of Contractor claims and make recommendations to the City on the merit and value of the claim on the basis of information submitted by the Contractor or available in project documentation. Investigations, analyses, studies or design for substitutions of equipment or materials, corrections of defective or deficient work of the Contractor or other deviations from the Construction Contract Documents requested by the Contractor and approved by the City are an additional service. Substitutions of materials or equipment or design modifications requested by the City are an additional service. Review all field alterations and prepare/make recommendations for Field/Change Orders and RFPs as follows. Documents beyond the numbers outlined below will be an additional service:
   - Prepare up to five (5) field orders for minor alterations to the design.
   - Prepare up to two (2) change orders and/or RFP's for alterations to the design.

f. Process design discipline lead, electrical design discipline lead and construction manager will complete up three (3) site visits and site visit reports throughout the duration of construction. Notify City of Contractor's non-conforming work observed on site visits and provide site visit memorandums. In this effort FNI will endeavor to protect the City against defects and deficiencies in the work of Contractors and will report any observed deficiencies to City.

g. Performance Testing Observation and Special Inspections: Attend up to two (2) full days of site visits to observe and assist in performance tests, initial operations of the project, and special inspections (concrete pours, equipment installation, etc.). Special inspections per International Building Code (IBC) Chapter 17 are an Additional Service. Provide testing/observation report for documentation of all observed activities.

h. Substantial Completion Inspections: Conduct, in company with the City, a Substantial Completion Inspection and Punchlist review for conformance with the design concept and general compliance with the Construction Contract Documents. Provide punch-lists of noted deficiencies to the City and Contractor.

i. Final Inspections: At the completion of the project, in company with the City's representative(s), conduct final inspections and prepare final inspection reports for the project.

j. Record Drawings: Prepare the Record Drawings based on the revised redline Construction Drawings and information furnished by the construction CONTRACTOR reflecting changes in the Project made during construction. One (1) set of record drawings and specifications for all project components will be prepared at the completion of the project. Furnish one (1) electronic copy of plans and specifications in PDF format and one full size set of plans and specifications. Provide a geo-referenced CAD file with features adjusted to the location of GPS points collected in the field by the Contractor.

PART 2 -- ADDITIONAL SERVICES AND TIME OF COMPLETION

A2.01 *Additional Services Requiring OWNER's Authorization in Advance*

Additional Services to be performed by the CONSULTANT, if authorized by the City, which are not included in the above described basic or supplemental services, are described as follows:

1. Advise the City of the need for any special services, which are not already included in the Basic Services. The cost of any additional special services shall be paid by the City and are not included in the services provided by CONSULTANT.
2. Bid and construction phase services for a second bid package – this scope is limited to one bid package.
3. Design, bid, or construction phase services to expand the existing pump building, electrical room, or wet well.
4. Any design changes that deviate from the approved recommendations of the Preliminary Design Report.
5. Additional site visits.
6. SWPPP design, inspection, or construction services.
7. Environmental or archeological services.

8. Stakeholder meetings / coordination, virtual or in person.
9. Updating SCADA system software or hardware.
10. Additional flow monitoring or wastewater model calibration.
11. Update of wastewater model for revised development information, population projects, updated flow monitoring data, etc.
12. Structural evaluation of existing lift station building or potential wet well / electrical building improvements.
13. Design of power supply and additional coordination with Power Provider.
14. Providing shop, mill, field or laboratory inspection of materials and equipment. Observing factory tests of equipment at any site remote to the project or observing tests required as a result of equipment failing the initial test.
15. Performing investigations, studies and analyses of Contractor's substitutions of equipment and/or materials or deviations from the drawings and specifications (does not include "approved by ENGINEER" designation as included in the Contract Documents).
16. Performing investigations, studies, and analysis of work proposed by construction Contractor to correct defective work.
17. Design, contract modifications, studies or analysis required to comply with local, state, federal or other regulatory agencies that become effective after the date of this agreement.
18. Services required to resolve bid protests or to rebid the projects for any reason.
19. Visits to the site during the construction phase in excess of the number of trips included in the Basic Services for periodic site visits, coordination meetings, or contract completion activities.
20. Full-time construction Resident Representation services.
21. Any services required as a result of default of the Contractor or the failure, for any reason, of the Contractor to complete the work within the contract time.
22. Investigations, analyses, and studies requested by the Contractor and approved by the City, for substitutions of equipment and/or materials or deviations from the drawings and specifications is an additional service.
23. Providing services after completion of construction phase not specifically listed in the scope of services.
24. Providing services made necessary because of unforeseen, concealed, or differing site conditions or due to the presence of hazardous substances in any form.
25. Providing services to review or evaluate construction Contractor claim(s), provided said claims are supported by causes not within the control of the CONSULTANT.
26. Providing value engineering studies or reviews of cost savings proposed by construction Contractor after bids have been submitted.
27. Providing follow-up professional services during Contractor's warranty period or 1-year Warranty Inspection.
28. Additional field investigations or analysis required to respond to public or regulatory agency comments, including additional data requests, schematics or drawings for project features outside of the scope of services listed in Article I.
29. Detailed Tree Survey beyond survey identification of trees 12” and larger.
30. Preparation of tree mitigation plans for local entities.
31. Special inspections during construction phase.
32. Field tracing of electric circuits.
33. Power System Study including Arc Flash Analysis
34. Modifications to the existing building for bridge crane functionality improvements.
35. Special inspections for modifications to wet well interior coating repairs

TIME OF COMPLETION: CONSULTANT is authorized to commence work on the Project upon execution of this AGREEMENT and agrees to complete the services in accordance with the following schedule:

The scope of work is based upon a total project duration of thirty-three (33) months.

The schedule assumes a review period of 14 calendar days by the City for each submittal. If CONSULTANT’s services are delayed through no fault of CONSULTANT, CONSULTANT shall be entitled to adjust contract schedule consistent with the number of days of delay. These delays may include but are not limited to delays in the City or regulatory reviews, delays on the flow of information to be provided to CONSULTANT, Developer delays, governmental approvals, etc.

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

Initial:
OWNER _____
ENGINEER ACH

OWNER's Responsibilities

Article 2 of the Agreement is amended and supplemented to include the following agreement of the parties.

B2.01 In addition to other responsibilities of OWNER as set forth in this Agreement, OWNER shall:

A. Provide ENGINEER with all criteria and full information as to OWNER'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 OWNER will require to be included in the Drawings and Specifications; and furnish copies of OWNER's standard forms, conditions, and related documents for ENGINEER to include in the Bidding Documents, when applicable.

B. Furnish to ENGINEER any other available information pertinent to the Project including reports and data relative to previous designs, or investigation at or adjacent to the Site.

C. Following ENGINEER's assessment of initially-available Project information and data and upon ENGINEER's request, furnish or otherwise make available such additional Project related information and data as is reasonably required to enable ENGINEER to complete its Basic and Additional Services. Such additional information or data would generally include the following:

1. Property descriptions.

2. Zoning, deed, and other land use restrictions.

3. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.

4. Explorations and tests of subsurface conditions at or contiguous to the Site, drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site, or hydrographic surveys, with appropriate professional interpretation thereof.

5. Environmental assessments, audits, investigations and impact statements, and other relevant environmental or cultural studies as to the Project, the Site, and adjacent areas.

6. Data or consultations as required for the Project but not otherwise identified in the Agreement or the Exhibits thereto.

D. Give prompt written notice to ENGINEER whenever OWNER 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 nonconformance in ENGINEER's services or in the work of any Contractor.

E. Authorize ENGINEER to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement as required.

F. Arrange for safe access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform services under the Agreement.

G. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by ENGINEER (including obtaining advice of an attorney, insurance counselor, and other

advisors or consultants as OWNER deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.

H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by ENGINEER and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.

I. Provide, as required for the Project:

1. Accounting, bond and financial advisory, independent cost estimating, and insurance counseling services.

2. Legal services with regard to issues pertaining to the Project as OWNER requires, Contractor raises, or ENGINEER reasonably requests.

3. Such auditing services as OWNER requires to ascertain how or for what purpose Contractor has used the moneys paid.

4. Placement and payment for advertisement for Bids in appropriate publications.

J. Advise ENGINEER of the identity and scope of services of any independent consultants employed by OWNER to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructibility review.

K. Furnish to ENGINEER data as to OWNER's anticipated costs for services to be provided by others for OWNER so that ENGINEER may make the necessary calculations to develop and periodically adjust ENGINEER's opinion of Total Project Costs.

L. If OWNER designates a construction manager or an individual or entity other than, or in addition to, ENGINEER to represent OWNER at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of ENGINEER.

M. If more than one prime contract is to be awarded for the Work designed or specified by ENGINEER, designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of ENGINEER as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.

N. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Substantial Completion and final payment inspections.

O. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of Samples, materials, and equipment required by the Contract Documents, or to evaluate the performance of materials, equipment, and facilities of OWNER, prior to their incorporation into the Work with appropriate professional interpretation thereof.

P. Provide inspection or monitoring services by an individual or entity other than ENGINEER (and disclose the identity of such individual or entity to ENGINEER) as OWNER determines necessary to verify:

1. That Contractor is complying with any Laws and Regulations applicable to Contractor's performing and furnishing the Work.

2. That Contractor is taking all necessary precautions for safety of persons or property and complying with any special provisions of the Contract Documents applicable to safety.

Q. Provide ENGINEER with the findings and reports generated by the entities providing services pursuant to paragraphs B2.01.O and P.

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

Initial:
OWNER _____
ENGINEER ACH

Payments to ENGINEER for Services and Reimbursable Expenses

Article 4 of the Agreement is amended and supplemented to include the following agreement of the parties:

ARTICLE 4 -- PAYMENTS TO THE ENGINEER

C4.01 *For Basic Services Having A Determined Scope*

A. OWNER shall pay ENGINEER for Basic Services set forth in Exhibit A, except for services of ENGINEER's Resident Project Representative and Post-Construction Phase, services, if any, as follows:

1. Progress payments in the amount of $624,677.00 based on the following assumed distribution of compensation:

a.	Project Management	$60,205.00
b.	Preliminary Design	$131,141.00
c.	Final Design	$248,160.00
d.	Bidding Phase	$18,055.00
e.	Construction Phase	$167,116.00

2. ENGINEER may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but shall not exceed the total amount unless approved in writing by the OWNER.

3. The amount includes compensation for ENGINEER's services and services of ENGINEER's Consultants, if any. Appropriate amounts have been incorporated to account for labor, overhead, profit, and Reimbursable Expenses.

4. The portion of the amount billed for ENGINEER's services will be based upon ENGINEER's estimate of the proportion of the total services actually completed during the billing period.

5. If more prime contracts are awarded for work designed or specified by ENGINEER for this Project than identified in Exhibit A, the ENGINEER shall be compensated an additional amount to be negotiated; however, in no case shall the amount of compensation exceed eighteen percent (18%) of the Project's estimated construction costs for all Basic Services for each prime contract added.

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

Initial:
OWNER _____
ENGINEER ACH

Duties, Responsibilities, and Limitations of Authority of Resident Project Representative

General Representation Services will be provided for this project as outlined in the Exhibit A. Resident Project Representative Services will not be provided.

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 ACH

NOTICE OF ACCEPTABILITY OF WORK

PROJECT:

OWNER:

OWNER's Construction Contract Identification:

EFFECTIVE DATE OF THE CONSTRUCTION AGREEMENT:

CONSTRUCTION CONTRACT DATE:

ENGINEER:

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

Initial:
OWNER _____
ENGINEER ACH

Construction Cost Limit

Paragraph 5.02 of the Agreement is amended and supplemented to include the following agreement of the parties:

F5.02 *Designing to Construction Cost Limit*

A. A Construction Cost limit in the amount of Six Million Two Hundred and Eighteen Thousand dollars ($6,218,000.00) is hereby agreed to.

B. A bidding or negotiating contingency of 15 percent will be added to any Construction Cost limit established.

C. The acceptance by OWNER at any time during Basic Services of a revised opinion of probable Construction Cost in excess of the then established Construction Cost limit will constitute a corresponding increase in the Construction Cost limit.

D. ENGINEER will be permitted to determine what types of materials, equipment and component systems, and the types and quality thereof are to be included in the Drawings and Specifications and to make reasonable adjustments in the scope, extent, and character of the Project to the extent consistent with the Project requirements and sound engineering practices to bring the Project within the Construction Cost limit.

E. If the Bidding or Negotiating Phase has not commenced within three months after completion of the Final Design Phase, or if industry-wide prices are changed because of unusual or unanticipated events affecting the general level of prices or times of delivery in the construction industry, the established Construction Cost limit will not be binding on ENGINEER, and OWNER shall consent to an adjustment in such Construction Cost limit commensurate with any applicable change in the general level of prices in the construction industry between the date of completion of the Final Design Phase and the date on which proposals or Bids are sought.

F. If the lowest bona fide proposal or Bid exceeds the established Construction Cost limit, OWNER shall (1) give written approval to increase such Construction Cost limit, or (2) authorize negotiating or rebidding the Project within a reasonable time, or (3) cooperate in revising the Project's scope, extent, or character to the extent consistent with the Project's requirements and with sound engineering practices. In the case of (3), ENGINEER shall modify the Contract Documents as necessary to bring the Construction Cost within the Construction Cost Limit. In lieu of other compensation for services in making such modifications, OWNER shall pay ENGINEER's cost of such services, including the costs of the services of ENGINEER's Consultants, all overhead expenses reasonably related thereto, and Reimbursable Expenses, but without profit to ENGINEER on account of such services. The providing of such services will be the limit of ENGINEER's responsibility in this regard and, having done so, ENGINEER shall be entitled to payment for services and expenses in accordance with this Agreement and will not otherwise be liable for damages attributable to the lowest bona fide proposal or Bid exceeding the established Construction Cost limit.

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 ACH

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) Bodily Injury:		
a) Each Accident	$_____	
2) Property Damage:		
a) Each Accident	$_____	
[or]		
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 ACH

Special Provisions

There are no special provisions for this project.

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

Freese and Nichols, Inc.
Company Name

Anne Hoskins
Printed Name

Principal
Title

11/18/2022
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:
2022-957177

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.

Freese and Nichols, Inc.
Fort Worth, 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.

Contract
Lift Station #6 Rehabilitation

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Wolfhope, John	Austin, TX United States	X	
Reedy, Mike	Houston, TX United States	X	
Payne, Jeff	Fort Worth, TX United States	X	
Johnson, Kevin	Dallas, TX United States	X	
Hatley, Tricia	Oklahoma City, OK United States	X	
Greer, Alan	Fort Worth, TX United States	X	
Archer, Charles	Raleigh, NC United States	X	
Coltharp, Brian	Fort Worth, TX United States	X	
Pence, Bob	Fort Worth, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Stephanie Stephenson, and my date of birth is July 19, 1977.

My address is 801 Cherry Street, Suite 2800 (street), Fort Worth (city), TX (state), 76102 (zip code), US (country).

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

Executed in Tarrant County, State of Texas, on the 18 day of November (month) 20 22 (year).

Stephanie Stephenson
Signature of authorized agent of contracting business entity
(Declarant)

PSA FOR LIFT STATION NO. 6 REHAB & EXPANSION PROJECT

RS-23-002

January 3, 2023

Background and Findings

- The 2019 Water and Wastewater Master Plan includes project R4S – rehabilitation and 11S – expansion of Lift Station No. 6, which is located at 3816 Water Street.
- This project includes architectural, electrical, mechanical improvements, and increasing capacity from 17.28 to 24mgd at the existing lift station.
- Freese and Nichols (FNI) submitted a professional services agreement (PSA) for the design and contract administration of Lift Station #6 rehabilitation and expansion project in an amount of $624,677.

Alternatives

- Do not authorize the professional services agreement with FNI; this will delay critical rehabilitation to a pump station that is a vital component of the sewer collection system.
- Authorize the execution of a professional services agreement with FNI for the design and contract administration of the Lift Station No. 6 Rehabilitation Project.

Recommendation

- City Council authorize the City Manager, or designee, to execute a Professional Services Agreement with FNI for the design and contract administration of the Lift Station No. 6 Rehabilitation and Expansion Project, in the amount of $624,677 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-23-003

1	City Council Workshop	01/03/2023	Reviewed and Referred	City Council	01/10/2023

Consider a memorandum/resolution rejecting bids received for Bid 23-08, Uniform Cleaning Services.

DATE: **January 3, 2023**

TO: **Kent Cagle, City Manager**

FROM: **Lorianne Luciano, Director of Procurement and Contract Management**

SUBJECT: **Reject bid received for Bid 23-08 Uniform Cleaning Services**

BACKGROUND AND FINDINGS:

On December 6, 2022, at 2:00 pm, one (1) bid for bid 23-08, uniform cleaning services was received and opened and read aloud at 2:15 pm. Uniforms are required in select departments to help the City maintain a professional image and to clearly identify City employees to the public. Uniform cleaning services provided through this bid are for the Municipal Court, Fire and Police Departments.

Bidders were instructed to bid per laundry item and based upon an estimated annual quantity. As part of the evaluation process, the bids received were compared to the actual cost for uniform cleaning services over the past four fiscal years. During this comparison, a discrepancy in the annual estimated quantity was discovered. The FY 2023 budget for uniform cleaning services across the three departments is $50,000 but the average expenditure for uniform cleaning services for the past four fiscal years is $34,342.54. The bid received was $190,025.15. The total bid amounts came in high due to the estimated quantities provided to the bidders.

The bid document states that the quantities listed within the specification's section are estimates and the City may increase or decrease the number of uniform services needed; however, staff feels that the estimated quantities listed in the bid were significantly overstated. Therefore, staff recommends rejecting the bid received for Bid 23-08, Uniform Cleaning Services, and issue a revised bid to give vendors an opportunity to submit a bid with accurate estimated annual quantities. Local Government Code, Sec. 252.043(f) allows the governing body to reject any and all bids.

THE ALTERNATIVES CONSIDERED:

N/A

Which alternative is recommended? Why?

Due to the circumstances, the recommendation is to reject all bids and re-bid uniform cleaning services.

CONFORMITY TO CITY POLICY:

This resolution conforms to city policies and Texas Local Government Code, Section 252.043.

FINANCIAL IMPACT:

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

Rejecting Bid 23-08 will result in advertising costs of approximately $260.

Is this a one-time or recurring expenditure?

One-time expenditure

Is this expenditure budgeted?

Yes, funds are available in the General Fund Finance Department Purchasing account 010-2030-415.44-28, notices required by law.

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 reject the bid received for Bid 23-08, Uniform Cleaning Services.

DEPARTMENTAL CLEARANCES:

Legal
Finance

ATTACHED SUPPORTING DOCUMENTS:

Bids

Invitation for Bid

City of Killeen, Texas
Sealed bids will be received for:

Uniform Cleaning Services
Bid No. 23-08

Sealed bids will be received until 2:00 p.m. on December 6, 2022

Electronically submit bids to OpenGov E-Bidding Site:
(https://procurement.opengov.com/login)

OR

Return Bid to:

City of Killeen
Attn: Purchasing Department
802 N 2nd Street
Building E, 2nd Floor
Killeen, Texas 76541

CITY OF KILLEEN
BID # 23-08 UNIFORM CLEANING SERVICES
TABLE OF CONTENTS

I. NOTICE TO BIDDERS

II. INFORMATION AND INSTRUCTIONS TO BIDDERS

III. CITY OF KILLEEN TERMS AND CONDITIONS

IV. CONFLICT OF INTEREST QUESTIONNAIRE, FORM CIQ

V. SPECIFICATIONS

VI. BID FORM

VII. REFERENCES

VIII. BIDDER'S CHECKLIST

I. NOTICE TO BIDDERS

NOTICE TO BIDDERS
BID NO. 23-08
UNIFORM CLEANING SERVICES
CITY OF KILLEEN, TEXAS

Notice is hereby given that the City of Killeen will receive sealed bids for ***Uniform Cleaning Services in support of Police, Municipal Court Marshal, and Fire Department***, electronically through the City's OpenGov e-bidding site ***or*** addressed to the City of Killeen, Attn: Purchasing Division, 802 N. 2nd Street, Building E, 2nd Floor, Killeen, Texas 76541, until **2:00 p.m. on December 6, 2022**. Bid submissions shall be plainly marked with the name and address of the bidder and "BID NO. 23-08 Uniform Cleaning Services, 2:00 p.m., December 6, 2022". Submittals received after the closing time will be returned unopened. Vendors may register and submit bids electronically at https://procurement.opengov.com/login.

Bids will be opened and read aloud through Zoom online video conferencing at **2:15 p.m. on December 6, 2022**; Zoom access is shown below. The general public will not be allowed inside the facility.

Zoom access:

For viewing follow;

https://us06web.zoom.us/j/3397887656?pwd=Z0VWU1czOGRpQ245enJWS1hCSnJJUT09

Call: 1-346-248-7799
Meeting ID: 339 788 7656
Password: **04142020**

No pre-bid conference will be held.

Bid questions will be accepted on the OpenGov e-bidding site, until **12:00 p.m. on November 29, 2022**. Questions will be answered in the form of an addendum and posted on the OpenGov website. It is the bidders/proposer's responsibility to obtain and acknowledge all addendums.

Complete information regarding this solicitation may be obtained from the City of Killeen website (http://www.killeentexas.gov/Bids.aspx), Demand Star (http://www.demandstar.com/), ESBD (www.txsmartbuy.com) and OpenGov E-Bidding site (https://procurement.opengov.com/login).

The City of Killeen reserves the right to reject any or all bids and waive any irregularities.

CITY OF KILLEEN, TEXAS

Lorianne Luciano, Director of Procurement and Contract Management

II. INFORMATION AND INSTRUCTIONS TO BIDDERS

INFORMATION AND INSTRUCTIONS TO BIDDERS

Preparation of Bids:

This is your notice that sealed bids, including electronic submissions for **Bid 23-08 Uniform Cleaning Services in support of Police, Municipal Court Marshal, and Fire Department,** are subject to the Terms & Conditions of this Invitation for Bids (General Terms and Conditions attached hereto) and such other contract provisions, specifications or other data as are attached to this Bid (henceforth known as the bid packet). Bids will be received electronically through the City's OpenGov e-bidding site ***or*** at the Purchasing Office, 802 N. 2nd Street, Building E, 2nd Floor, Killeen, TX, 76541, **until 2:00 p.m., December 6, 2022**. At exactly **2:15 p.m. the bids will be opened and read aloud via Zoom conferencing.** Any bid received after the closing time will be returned unopened. No late bids will be accepted. All bids shall be submitted as listed below. Complete bids received by email or fax will not be considered.

Bidders are encouraged to submit bids electronically, however, if submitted by mail or hand delivered, **one (1) original, signed, and initialed in ink (not pencil), and one (1) electronic copy on a flash drive of the entire bid packet shall be submitted at the above location prior to the bid deadline.** All bidder markings on the bid packet shall be in a legible format in English. Any non-legible markings may make the bid non-responsive and disqualify your bid submission. All errors or changes in the bid shall be corrected by striking through the error or change once with ink. The bidder shall initial next to each correction made. All corrections shall be complete and final before submitting your bid by the stated deadline. Bidders shall submit at least three (3) businesses as references of the proposed item, with addresses, telephone numbers, and contact persons.

The City of Killeen (or "City") reserves the right to reject any or all bids and evaluate any or all Uniform Cleaning Services bids prior to bid award. Bid documents must be complete and sealed in an envelope when received by the Purchasing Office. Bids must be plainly marked on the outside of the envelope as follows: **Bid No. 23-08 Uniform Cleaning Services, 2:00 p.m. December 6, 2022. All bidder submissions shall also have the bidder's name with contact information marked on the outside of the envelope.**

In the case of inclement weather or any other unforeseen event causing the City to close for business or delay opening, bids will be received and opened the following business day at the designated time stated herein. For example, if bids are due on Wednesday at 2:00 p.m. and the City is closed on Wednesday for bad weather or an unforeseen event, the bids will be accepted until Thursday, 2:00 p.m. or if bids are due at 2:00 p.m. on Wednesday, but the City opened at 10:00 a.m. on Wednesday due to bad weather or an unforeseen event, then bids will be accepted until Thursday, 2:00 p.m.

Any questions or requests for clarification must be submitted to the OpenGov e-bidding site prior to **12:00 p.m. on November 29, 2022**. All responses to the questions will be posted to the City website, OpenGov, Electronic State Business Daily and DemandStar in addendum format. Unauthorized contact regarding this Invitation to Bid with any City of Killeen employees or contractors may result in disqualification. Any oral communications will be considered unofficial and non-binding on the City of Killeen. Bidders should rely only on written statements issued by the Director of Procurement and Contract Management.

Contract/Term:

This contract will be for a period of two (2) years with the option to automatically renew three (3) additional one (1) year periods unless either party cancels with written notice sixty (60) days prior to the renewal period. If the City or bidder should decline any renewal period or after the exhaustion of the entire contract term, the City may request up to an additional sixty (60) days past any contract term to advertise and award a new bid for such items without any pricing adjustments.

Pricing:

Any price increase due to change orders from initial scope of work shall be passed onto the City at par without any additional profit, markup or overhead. Any price increase shall be requested by the successful bidder, in writing, and accompanied with the appropriate documentation to justify the increase, prior to sixty (60) days before the additional work is performed. If the bidder fails to give timely notice, prices may not be increased. The aggregate service price increase shall be limited to ten percent (10%) for any contract period extension. The successful bidder may offer price decreases of any type at any time.

If during any term of this contract, the bidder should enter into any contract with another municipality within Texas for commodities or services with similar scope of work with rates more favorable than those granted to the City of Killeen, the bidder agrees to modify this contract to include such more favorable rates. It is recommended that the bidder provide any rate reduction or discount voluntarily.
Any request in price change with supporting documentation shall be sent to the following address(s) only:

City of Killeen
Attn: Purchasing Division

802 N 2nd Street, Building E, 2nd Floor
Killeen, TX 76541

Or

Email: Purchasing@KilleenTexas.gov

On the outside of the envelope or subject line of the email, please write **"Price Change Notification Bid 23-08"**

Responses/Property of the City of Killeen:

All materials submitted in response to this request become the property of the City of Killeen. Selection or rejection of a response does not affect this right.

No Obligation to Buy:

The City of Killeen reserves the right to refrain from contracting with any bidder. The release of this Invitation for Bids does not compel the City of Killeen to purchase.

Cost of Preparing Bids:

The City of Killeen is not liable for any costs incurred by bidders in the preparation and presentation of bids and demonstrations submitted in response to this Invitation to Bid.

Withdrawal of Bid:

A bidder may withdraw a bid that has been submitted at any time up to the bid opening due date and time. To accomplish this, a written request signed by an authorized representative of the bidder shall be submitted to LLuciano@KilleenTexas.gov. Once the bids are opened, all bids shall be valid for a period of ninety (90) days after the bid opening.

Bidding Error:

The City of Killeen will not be liable for any errors in any bidder's bid. Bidders will not be allowed to alter bids after the deadline for the submission of bids.

When, after the opening and tabulation of bids, a bidder claims error, and requests to be relieved of award, the bidder will be required to promptly present corrected data in writing signed by an authority figure with the company. **This written response shall be received by the Purchasing Division within two (2) business days after the stated bid open time and date.** The Purchasing Division will review the data and if the City is convinced, by clear and convincing evidence, that an honest, mathematically excusable error or critical omission of costs has been made, and said error is legally excusable, the bidder may be relieved of its bid. **The City will make a determination within ten (10) business days of receipt of the written response and notify the bidder of the outcome.**

Single Bid Response:

A single response to this Invitation for Bids may be deemed a failure of competition and in the best interest of the City of Killeen, the response received may be rejected.

Award of Bid:

An award of a contract to provide the services specified herein will be made using competitive sealed bids in a manner described in section 10 of the General Terms and Conditions. **The anticipated date of the notice of award is January 10, 2023**.

Bids will be evaluated on the total annual cost to provide dry cleaning and laundry services, questions answered, and other data provided by the vendors. The unit prices for alteration and miscellaneous services will not be included in the total evaluation price because of the unknown nature of usage frequency but will be reviewed to determine if they are fair and reasonable. If the prices offered for alterations or miscellaneous services are unbalanced that may be cause for rejection of the bid.

City of Killeen Rights:

The City of Killeen reserves the right to accept or reject any and all bids, to award the contract for any items as it may appear advantageous to the City, and to waive any informalities or irregularities in the process.

Estimated Quantities:

Quantities listed within the Specification's section are estimates and the City may increase or decrease the number of uniform services needed. The City reserves the right to adjust department/division estimates due to changes made to the organizational structure at the City of Killeen. These estimated quantities shall not be construed as a minimum or a maximum quantity that the City of Killeen may need. The City will only utilize these services to satisfy operating requirements.

Adding New Services to the Contract after Award:

Following the contract award, additional services of the same general category that could have been encompassed in the award of this contract, and that are not already on the contract, may be added. A formal written request may be sent to the successful vendor to provide a proposal on the additional services and the vendor shall submit proposals to the City of Killeen as instructed. All prices are subject to negotiation with the Best and Final Offer (BAFO). The City of Killeen may accept or reject any or all price proposals, and may issue a separate quote process, bid, or request for proposal for the products after rejecting some or all of the proposals. The products or services covered under this provision shall conform to the specifications as outlined in the request. All requests for additional services shall be communicated by the Purchasing Division to the vendor, the vendor shall instruct all employees to contact the Purchasing Division if additional services are desired but not yet on the bid service list.

Draft Contract:

Bidders shall provide a draft contract, for review, notating the terms within this bid.

Minimum Qualifications:

Bidders must have a minimum of two years of continuous operation in in dry cleaning including military press.

Has the company operated in this capacity for at least 2 years without interruption? Yes: ___ No: ____

Indicate the company's first year of business operation:_____

Is the company proficient at military press? Yes: ___ No: ____

Noncompliance with Contract Requirements:

The City has the expectation that the vendor will do everything possible in its profession to aid the City with maintaining a professional image. If any of the services provided by the awarded vendor do not conform to the specifications outlined in this bid, the City may require the vendor to perform the services in conformity with the contract requirements, at no additional expense to the City. After the garments are returned, the City may choose to approach another vendor that has like services to perform the services needed on the garments. If after the City finalizes the transaction and identifies that the cost is higher than the bid price, the winning bidder shall be responsible for the difference in prices.

Do you understand and agree to the provisions of the contract requirements? Yes: ___ No: ____

Invoicing and Payment:

Invoices shall be submitted to each Department/Division. The City shall be billed only for those services rendered. The City of Killeen is sales tax exempt. The bidder shall have the capability to invoice accurately, making any corrections on the original invoice. Invoices shall be correct when received with the prices shown within your bid submission.

If a discrepancy is found on any invoice, the City department will phone your customer service point of contact for correction. Payment of any corrected invoice will be made in thirty (30) days once the corrected invoice has been received, unless the bidder has provided discount payment terms. In no circumstances should any invoice dispute last longer than thirty (30) days.

All invoices shall be submitted to the City of Killeen, Attn: "Individual Department/Division", P.O. Box 1329, Killeen, TX 76540.

PAYMENT TERMS: Specify other payment options:

- ☐ Check box if you offer a prompt payment discount: %_____. Specify terms: _____
- ☐ Check box if you accept MasterCard for payment (City of Killeen Procurement Card or P-Card).
- ☐ Check here if the prompt payment discount applies to the MasterCard payment.

Delivery/Pickup Information:

Delivery/Pickup times will be standard business hours, Monday-Friday, 8:00 a.m. to 4:00 p.m. Central Standard Time, except holidays as noted below:

Holidays

Delivery will not be available on regular City holidays. Below is a list of City holidays (please note if holiday falls on a weekend check with the City for the observed date):

- New Year's Day
- Martin Luther King Day
- President's Day
- Good Friday
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Day After Thanksgiving
- Christmas Eve
- Christmas Day

Deliveries/Pickups shall be made to a City of Killeen office. Delivery can be scheduled Monday through Friday between the hours of 8:00 a.m. and 4:00 p.m. The department shall have the ability to schedule the best date and time of the week for their particular delivery/pickup.

Any exceptions to this delivery arrangement will be discussed by the City prior to bid award. For example, a vendor may have a local location for employees to pick up or drop off uniforms.

Vendors must certify that they understand the turnaround delivery requirements of the bid and can meet those deadlines.

Please indicate: Yes: ___No: _____

Do you have local facilities? Yes: ___No: _____

Please indicate addresses of local locations in which employees may drop off and pickup uniforms for cleaning services:

_____

_____

_____

_____

Deliveries:

Third party carrier's name to be utilized for deliveries:

_____

Vendor owned delivery:

Please list below the route driver(s) name that will be handling the City of Killeen account and their years of experience with your company:

Route Driver: _____ Years of experience: _____

Route Driver: _____ Years of experience: _____

Route Driver: _____ Years of experience: _____

Point of contact to resolve issues (service, delivery, or invoice):

NAME: _____

TITLE: _____

ADDRESS: _____

_____

EMAIL ADDRESS: _____

PHONE: _____

FAX: _____

Copyright Materials:

Materials listed in your bid submission that are copyrighted shall be notated in the notes section of the bid tab.

Non-Endorsement:

As a result of the selection of a bidder to supply products and/or services to the City of Killeen, the City of Killeen is neither endorsing nor suggesting that the bidder's product is the best or only solution. The bidder agrees to make no reference to the City of Killeen in any literature, promotional material, brochures, sales presentation, or the like without the express written consent of the City of Killeen.

Organization of Your Bid Submission:

Your bid submission shall be organized in the format shown within this bid. Any exception(s) or additional information provided shall be referenced in your bid submission behind the bid packet.

Signature of Acceptance:

By the signature hereon affixed, the bidder hereby certifies that neither the bidder nor the entity represented by the bidder, or anyone acting for such entity has violated the antitrust laws of the State of Texas, codified in Section 15.01 et seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly, prior to the bid opening with any competitor or any other person engaged in such line of business.

Undersigned acknowledges that addendum _____ through _____ have been considered as part of this bid.

The bidder agrees to comply with all conditions within this invitation for bids:

Full Legal Name of Company	
Address	
City, State, Zip	

Phone Number	
Fax Number	
After Hours Phone Number	
Email Address	
Tax Identification Number	
Signature of Authorized Agent	
Printed Name of Authorized Agent	
Title	
Date	

III. CITY OF KILLEEN GENERAL TERMS AND CONDITIONS

CITY OF KILLEEN
GENERAL TERMS AND CONDITIONS

1. General Conditions

Bidders are required to submit their Bid upon the following express conditions:

(a) Bidders shall make all investigation necessary to thoroughly inform themselves regarding plant and facilities for delivery of material and equipment as required by the Bid conditions. No plea of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the bidder.

(b) Unless specifically stated otherwise in the specifications, only new products or equipment will be acceptable.

2. Preparation of Bid

Bid will be prepared in accordance with the following:

(a) All information required by the Bid shall be furnished. The bidder shall print or type his/her name and manually or electronically sign the Bid and each continuation sheet on which an entry is made.

(b) Unit prices shall be shown and where there is an error in extension of the price, the unit price shall govern.

(c) Alternate Bids will not be considered unless authorized by the City within the specifications.

(d) Proposed delivery time must be shown and shall include weekends and holidays if requested by the City.

(e) The City qualifies for exemption from State and Local Sales and Use Taxes pursuant to the provision of Article 20.04(f) of the Texas Limited Sales, Excise and Use Tax Act. Taxes normally levied on the purchase, rental and lease of materials, supplies and equipment used or consumed in performance of the Contract may be exempted by issuing to suppliers an exemption certificate in lieu of tax. Exemption certificates comply with State Comptroller of Public Accounts Ruling No. 95-0.07. Any such exemption certificate issued in lieu of tax shall be subject to State Comptroller of Public Accounts Ruling No. 95-0.09, as amended. Failure by the Bidder or the bidder's Subcontractors to take advantage of the City's exemption and to obtain such exemption certificate shall make him responsible for paying taxes incurred on materials furnished on the Project without additional cost to or reimbursement by the City.

3. Description of Supplies

Any catalog of manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Bidders are required to state exactly what they intend to furnish; otherwise they will be required to furnish the item as specified.

4. Submission of Bid

By submitting your Bid, you acknowledge that the City of Killeen will not accept any Bid, or execute any submitted contract in conjunction with a Bid that requires the City to agree to any of the following:

- Governing law other than the law of the State of Texas
- Venue other than Bell County
- Mandatory arbitration
- Artificial limitation of liability
- Artificial statute of limitation
- Waiver of trial by jury
- Indemnify a vendor

(a) Bid and changes thereto shall be enclosed in a sealed envelope addressed to the Purchasing Office, City of Killeen. The names and address of Bidder, the date and hour of the Bid opening and the Bid number shall be placed on the outside of the envelope.

(b) Bids must be submitted on the forms furnished. Telegraphic Bids will not be considered. However, Bids may be modified by written notice provided such notice is received prior to the time and date set for the Bid opening.

(c) All Bid documents shall be sealed and submitted no later than the specified date and hour of the Bid opening to:

Electronically submit bids to OpenGov E-Bidding Site: (https://procurement.opengov.com/login)

OR

Delivery Address:
City of Killeen
Attn: Purchasing Division
802 N 2nd Street, Building E, 2nd Floor
Killeen, TX 76541

5. Rejection of Bid

(a) The City may reject a Bid if:

1. The Bidder mistakes or conceals any material fact in the Bid, or if

2. The Bid does not strictly conform to law or the requirements of the Bid, or if

3. The Bid is conditional, except that the Bidder may qualify his Bid for acceptance by the City as an "All or None" basis.

(b) The City may, however, reject all Bids whenever it is deemed in the best interest of the City to do so, and may reject any part of a Bid unless the Bid has been qualified as provided in section 5(a) 3 above.

6. Withdrawal of Bid

A bidder may withdraw a bid that has been submitted at any time up to the due date and time. To accomplish this, a written request signed by an authorized representative of the bidder must be submitted to the Director of Procurement and Contract Management at LLuciano@KilleenTexas.gov . All bids shall be valid for a period of ninety (90) days after the bid opening

7. Late Bid or Modifications

Bid and modifications received after the time set for the Bid opening will not be considered.

8. Clarification or Objection to Bid Specifications

If any person contemplating submitting a Bid for this contract is in doubt as to the true meaning of the specifications, or other Bid documents, or any part thereof, he may submit to Purchasing, a request for clarification by the deadline established in the Bid. All such requests for information shall be made in writing and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the Bid, if made, will be made only by an addendum duly issued. A copy of such addendum will be distributed to all known bidders who have expressed an interest in this bid. The City will not be responsible for any other explanation or interpretation of the proposed Bid made or given prior to the award of the contract. Any objection to the specifications and requirements, as set forth in the Bid documents must be filed in writing with the Purchasing Division by the deadline established in the Bid.

9. Discounts

(a) Prompt payment discounts will be considered in making the award provided the period of the discount offered is sufficient to permit payment within such period in the regular course of business.

(b) In connection with any discount offered, time will be computed from the date of receipt of supplies or services or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date of mailing of the check.

10. Award of the Contract

(a) The contract will be awarded to the lowest responsible bidder. "Lowest responsible bidder" means the Bidder submitting the lowest bid meeting all requirements of the specifications, instructions, and terms and conditions of the bid and who has the financial and practical ability to fully and reliably perform all obligations of the Contract, taking into consideration qualifications and past performance of the Bidder. The following are considered examples of performance that is not responsible and may lead to a determination that the Bidder is not responsible:

* Falsification of information provided in bid response;
* Non-observance of safety requirements;
* Failure to meet requirements of federal, state, or local law, as applicable, including employment;
* Substantial failure to adhere to contractually agreed-upon schedules; and
* Poor past performance on City projects such as use of defective materials, refusal to correct defective work not in accordance with contract documents, failure to reasonably resolve disputes, termination for cause, or performance leading to litigation.

Determination of most advantageous Bid for the municipality may be based on, but not limited to:

* Unit price
* Total Bid price
* Terms and discounts
* Delivery date
* Product warranty
* Special needs and requirements of City
* Past experience with product/service
* City's evaluation of the bidder's ability, financial, strength, and ethical standards
* Quality of the bidder's goods or services
* The extent to which the goods or services meet the municipality's needs
* Bidder's past performance
* Demurrage charges, freight costs and mileage
* Estimated costs of supplies, maintenance, etc.
* Estimated surplus value, life expectancy
* Results of testing samples
* Conformity to specifications
* Training requirements, location, etc.
* Location of maintenance facility/service person; ability to provide for minimum down time
* The total long-term cost to the municipality to acquire the bidder's goods or services
* Reputation of bidder and of bidder goods and services

(b) The City reserves the right to accept any item or group of items of this Bid, unless the Bidder qualifies his Bid by specific limitation. Reference section 5(a) 3 above.

(c) A written award of acceptance mailed or otherwise furnished to the successful Bidder(s) will then be followed up with a contract/service agreement for review by the City's legal team, if not otherwise specified within.

(d) Prices must be quoted "F.O.B. Destination (Killeen) with all transportation charges prepaid," unless otherwise specified in the Bid.

(e) If identical Bids are received from two or more bidders and those Bids are the lowest and best Bid, the tie shall be broken in accordance with provisions in Chapter 271 of the Texas Local Government Code.

(f) As stated in Section 271.905 (b) of the Texas Local Government Code, "In purchasing under this title any real property or personal property that is not affixed to real property, if a local government receives one or more competitive sealed Bids from a bidder whose principal place of business is in the local government and whose Bid is within three percent of the lowest Bid price received by the local government from a bidder who is not a resident of the municipality, the local government may enter into a contract with: (1) the lowest bidder; or (2) the bidder whose principal place of business is in the local government if the governing body of the local government determines, in writing, that the local bidder offers the local government the best combination of contract price and additional economic development opportunities for the local government created by the contract award, including the employment of residents of the local government and increased tax revenues to the local government."

(g) As stated in Section 271.9051 (b) of the Texas Local Government Code, "In purchasing real property or personal property that is not affixed to real property, or services, if a municipality receives one or more competitive sealed Bids from a bidder whose principal place of business is in the municipality and whose Bid is within five percent of the lowest Bid price received by the municipality from a bidder who is not a resident of the municipality, the municipality may enter into a contract for an expenditure of less than $100,000 or a contract for other purchases in an amount of less than $500,000 with: (1) the lowest bidder; or (2) the bidder whose principal place of business is in the municipality if the

governing body of the local government determines, in writing, that the local bidder offers the municipality the best combination of contract price and additional economic development opportunities for the municipality created by the contract award, including the employment of residents of the municipality and increased tax revenues to the municipality."

11. Ex Parte Communication

Please note that to ensure the proper and fair evaluation of a proposal, the City prohibits ex parte communication (e.g., unsolicited) initiated by the Proposer to a City Official or employee evaluating or considering the proposal prior to the time a formal decision has been made. Questions and other communication from proposers will be permissible with only the Director of Procurement and Contract Management until the time and the day specified as the deadline for questions. Any communication between Proposer and the City after the deadline for questions will be initiated by the appropriate City Official or employee in order to obtain information or clarification needed to develop a proper and accurate evaluation of the proposals. Participation in any ex parte communication, whether or not initiated by the Proposer, may be grounds for disqualifying the offending proposer from consideration or award of the solicitation then in evaluation, or any future solicitation.

Additionally, neither the City of Killeen City Council nor City staff, except in the course of City-Sponsored inquiries, briefings, interviews, or presentations, shall initiate any contact with a Proposer or directly discuss or promote any proposal with any Proposers, including their agents and representatives.

12. Bid Protest

Any bidder wishing to file a protest concerning alleged improprieties with this solicitation must submit the protest in written format to the Purchasing Division within 5 business days after the specified time of the Bid opening. The formal written protest must identify the name of the bidder contesting the solicitation, the project name and number, and the specific grounds for the protest with all supporting documentation. A response to the protest will be prepared by Purchasing within 10 business days of receipt of the protest. All determinations made by the City are final.

13. Termination for Governmental Non-Appropriations

This contract is a commitment of the City's current revenues only. Should the terms of the Bid require payment of funds over more than the current fiscal year ending September 30, the following shall apply:

(a) For each lease, City represents and warrants: that it has appropriated and budgeted the necessary fund to make all rent payments required pursuant to such lease for the remainder of the fiscal year in which the payment term commences; and that it currently intends to make rent payments for the full lease term as scheduled in the applicable payment schedule if funds are appropriated for the rent payment in each succeeding fiscal year by its governing body. Without contractually committing itself to do so, City reasonably believes that monies in an amount sufficient to make all rent payments can and will lawfully be appropriated; therefore, City agrees to budget requests to include the rent payments payable during each fiscal year in the budget requests presented to City's governing body for each fiscal year; provided, that City's governing body retains authority to approve or reject any such budget request. All rent payments shall be payable out of the general funds of the City or out of other funds legally appropriated, therefore. Lessor agrees that no lease will be a general obligation of the City and no lease shall constitute a pledge of either the full faith and credit of the City or the taxing power of the City.

(b) If City's governing body fails to appropriate sufficient funds in any fiscal year for rent property or other payments due under a lease and if other funds are not legally appropriated for such payment, then a non-appropriation event shall be deemed to have occurred. If a non-appropriation event occurs, then: (1) the City shall give lessor immediate notice of such non-appropriation event and provide written evidence of such failure by the City's governing body; (2) on the return date, the City shall return to Lessor all of the equipment covered by the affected lease, at the City's sole expense; (3) the affected lease shall terminate on the return date without penalty to the City; (4) return date means the last day of the fiscal year for which appropriations were made for the rent payments due under a lease.

14. Termination of Contract

This contract shall remain in effect until the contract expires, delivery/completion and acceptance of products and/or performance of services ordered or until terminated by either party with a thirty (30) day written notice prior to any cancellation. All bidders must state therein the reasons for such cancellation. The City reserves the right to award a cancelled contract to next best offeror as it deems to be in the best interest of the City.

15. Assurance of Compliance

For Equal Employment Opportunity and Small and/or Minority Business Enterprise Requirements the bidder agrees that if this Bid is accepted, he/she will not engage in employment practices which have the effect of discriminating against employees or prospective employees because of race, color, religion, national origin, sex, age, handicap, or political belief or affiliation.

16. Conflict of Interest Disclosure Questionnaire

The Bidder agrees that if a member of the City Council, a Councilmember's close relative, or any officer or employee of the City has a financial interest, direct or indirect, or by reason of ownership of stock in any corporation, in any contract with the City, or be financially interested, directly or indirectly, in the sale to the City any land, materials, supplies or services except on behalf of the City, as an officer or employee, the official shall file before a vote or decision on any matter involving the business entity or the real property, an affidavit stating the nature and extent of the interest and shall abstain from further participation in the matter if:

(a) in the case of a substantial interest in a business entity the action on the matter will have a special economic effect on the business entity that is distinguishable from the effect on the public; or

(b) in the case of a substantial interest in real property, it is reasonably foreseeable that an action on the matter will have a special economic effect on the value of the property, distinguishable from its effect on the public.

Chapter 176 of the Texas Local Government Code mandates the public disclosure of certain information concerning persons doing business or seeking to do business with the City of Killeen, including affiliations and business and financial relationships such persons may have with the City of Killeen. An explanation of the requirements of Chapter 176 and complete text of the new law are available at: https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf

17. Gratuities

It shall be a breach of ethics to offer, give, or agree to give any employee of the City or for any employee of the City to solicit or accept from another person, a gratuity or an offer of employment in connection with any decision regarding any part of a program requirement, proposal, or purchase request pending before the City.

18. Kickbacks

It shall be a breach of ethics for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the City, or any person associated therewith, as an inducement for the award of a subcontract or order.

19. Venue for Legal Action

This agreement shall be governed and construed according to the laws of the State of Texas. Venue for purposes of any and all lawsuits, causes of actions, claims or disputes shall be in Bell County, Texas.

20. Conflicts in Terms and Conditions for Bids

If any conflicts exist between the Terms and Conditions for Bids and the standard form of agreement between the owner and Bidder, the standard form of agreement between the owner and bidder shall prevail.

21. Insurance

All bidders shall have the appropriate amount of insurance while delivering the items once awarded, this coverage shall be present as to cover all losses up until the City accepts the items in writing.

A. Comprehensive General Liability and Property Damage Insurance.

The bidder shall take out and maintain during the life of this Contract such Comprehensive General Liability and Property Damage Insurance as shall protect the City from claims for damages or personal injury, including accidental death, as well as from claims for property damages which may arise from delivering the item under this contract, whether such operations be by himself or by a subcontractor or by anyone directly or indirectly employed by either of them, and the

minimum amounts of such insurance shall be as follows:

Bodily Injury.

(1) Each Occurrence - $1,000,000
(2) Annual Aggregate - $2,000,000

Property Damage Insurance.

(1) Each Occurrence - $1,000,000
(2) Annual Aggregate - $2,000,000

B. Comprehensive Automobile Liability.

Bodily Injury

(1) Each Person - $500,000
(2) Each Accident - $1,000,000

Property Damage

(1) Each Occurrence - $1,000,000

22. Disclosure of Interested Parties

Texas Government Code Section 2252.908 requires that parties contracting with governmental entities submit a disclosure of interested parties form for contracts entered into after January 1, 2016. Successful bidders shall electronically submit the form at the following website: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm and provide the City with a certified copy prior to Council approval of the Bid award.

23. Acknowledgement – "Boycott Israel"

By signing and submitting this bid the vendor 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.

24. Acknowledgement – 'Boycott Energy Companies"

By signing and submitting this bid the vendor hereby verifies 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 Texas Government Code section 809.001 to mean, 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:_____

PRINT NAME: _____

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IV. CONFLICT OF INTEREST QUESTIONNAIRE, FORM CIQ

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.**

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.**

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

_____
Signature of vendor doing business with the governmental entity

_____
Date

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.

V. SPECIFICATIONS

SPECIFICATIONS

The specifications cover the **minimum** requirements for the City's need for uniform services. The specifications are not intended to eliminate any potential bidder from bidding; however, they are intended to outline the uniform quality and service desired. If "exception" is the response, an explanation of the exception must be attached. Failure to complete any sections may be considered as a non-responsive bidder.

This specification describes dry cleaning, laundering, alteration and related services required by the Police, Fire, and Municipal Court Marshal Departments. The vendor shall furnish all transportation, materials, equipment, tools, plant, facilities, management, supervision, and labor to provide these services. All items shall be cleaned and presented in accordance with the best practices of the trade. The work to be performed consists of the following:

1. Provide cleaning services for authorized members of the City of Killeen for apparel items that may include standard police and fire uniforms consisting of trousers, shirts, neckties, jackets, coats, dress clothes, suits, slacks, and blouses.
2. All items are to be cleaned as indicated by uniform care labels, unless otherwise specified.
3. Shirts shall have all loose threads trimmed and garments shall be pressed completely before packing for delivery. These services shall be included in the bid prices without any additional fees.
4. Trousers shall have all loose threads trimmed and be completely pressed properly with the seat seam, inseam and out seam before packing for delivery. These services shall be included in the bid prices without any additional fees.
5. The vendor shall have adequate quality control to ensure all clothing is free of wrinkles, offensive odor, spots, stains, loose threads, cracked buttons, and tears. These services shall be included in the bid prices without any additional fees.
6. All button replacements shall be done with thread and buttons matching the uniform pieces. These services shall be included in the bid prices without any additional fees.
7. Provide excess sweat and/or blood removal processes upon request.
8. Provide cleaned garments pressed and wrinkle free.
9. Perform <u>military press</u> on both short and long sleeve uniform shirts.
10. Have the capabilities to pick up soiled items from the police, fire, and municipal court locations and deliver laundered items back to the facilities sorted by employee name.
11. Delivery/pickup days shall be at least three days a week or as mutually agreeable to by the City of Killeen and the successful bidder. Items picked up shall be cleaned and returned on the next scheduled delivery/pickup day, unless uniform pieces can be dropped off at a local location. If a local location exists, the vendor shall have the uniform service performed by the next day.
12. Return all cleaned items on hangers with a commercially approved covering.
13. Perform minor alterations or repairs as requested. Repairs to garments must be mended – no stick-on patches. Unsightly or tattered mending shall not be accepted and shall be returned for correction. Most alterations should be completed and returned by the second regular delivery day after item needing alteration is picked up.
14. Maintain a monthly log that includes date, officer name or personnel number, number of shirts, pants, jackets, etc., and cost. Give this log, with monthly cost totals, to each City of Killeen department every month.
15. Provide detailed monthly summary invoices to each City of Killeen department for all services rendered during the month. Copies of the individual tickets shall be included which show employee's name, type of service provided, unit prices, extended prices, and ticket total. The monthly summaries and the invoices must be mailed to: City of Killeen, Attn: "Individual Department", P.O. Box 1329, Killeen, TX 76540.
16. Treat items with sizing issues and/or starch as requested by City employee.
17. Clean items tainted with body fluids and/or blood separately per existing regulations.
18. Establish or maintain an active quality control program for the quality of the articles delivered and picked up to the City. The City has the right to inspect all uniforms for meeting quality standards.
19. Maintain cleanliness and quality of vendor's premises in accordance with commercial standards applicable to laundry and dry cleaners in the State of Texas.

Lost or Damaged Items:

The vendor shall reimburse the City for lost or damaged articles. The cost and value of such items shall be determined entirely by the City, in a reasonable manner, providing a receipt or using the actual replacement cost. See below-

- The employee with the claim shall immediately complete a damage/complaint memo to the vendor and the reimbursement shall be remitted to the City.
- Vendor shall reimburse cost of lost or damaged uniform pieces directly to the City of Killeen Department making the claim, in the amount specified by the City.
- The vendor shall pay undisputed claims within 14 days of the claim report.

- If vendor does not pay an undisputed claim within 14 days, the claimed amount shall be deducted from any invoice payments due to the vendor before invoice payment. The City will provide a notice to the vendor of such invoice deductions.
- If the vendor feels that a claim is not reasonable, he may dispute that claim.
- All disputed claims from the vendor shall be in writing to the particular department with the claim. The City must receive the written dispute, including any back up documentation for justification, within 14 days of the claim report. The City will contact the vendor and attempt to resolve the dispute. If written notice of the dispute is not received within 14 days, the City will assume the claim is undisputed and may deduct the amount from the next invoice payment.
- Should a dispute go unresolved after 30 days, both parties shall review the facts and negotiate an equitable resolution.

Do you understand and agree to the provisions for lost and damaged articles? Yes: ___No: ___

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

VI. BID FORM

BID FORM

Prices shall include all fees (including all environmental fees), no other itemized charges shall be listed for each item. Currently all items with an estimated annual quantity are dry cleaned. Unit price for laundry items shall be given if the department ends up adding items that cannot be dry cleaned. Starch shall be included in launder prices if employee desires light, medium, or heavy starch.

Item Number	Description	Unit Price Bid	Est. Annual Quantity	Extended Price
1.	Dry Clean Shirt, short sleeve	$	16,400	$
2.	Dry Clean Shirt, long sleeve	$	11,400	$
3.	Dry Clean Shirt, Polo	$	4,800	$
4.	Dry Clean Trousers	$	6,188	$
5.	Dry Clean BDU Cargo Pants	$	18,400	$
6.	Dry Clean Jacket	$	1,162	$
7.	Dry Clean Tie	$	250	$
8.	Dry Clean Hat	$	500	$
9.	Dry Clean Robe	$	150	$
10.	Dry Clean Vest	$	75	$
Specialty Cleaning. Employees may request the following additional cleaning services above the required routine cleaning.				
14.	Blood Pathogen Cleaning	$	450	$
15.	Stain Removal	$	400	$
			TOTAL	$

Laundry & Press. Unit prices for laundry items to include starch, if requested		
Item Number	**Description**	**Unit Price Bid**
1.	Laundry & Press Shirt, short sleeve	$
2.	Laundry & Press Shirt, long sleeve	$
3.	Laundry & Press Shirt, Polo	$
4.	Laundry & Press Trousers	$
5.	Laundry & Press Jacket	$
6.	Laundry & Press Coat	$
7.	Launder & Press Vest	$
8.	Launder & Press Shorts	$

Alteration & Miscellaneous. Unit prices for tailoring and miscellaneous services to be ordered as needed.		
Item Number	**Description**	**Unit Price Bid**
1.	Trousers – lengthen or shorten	$
2.	Trousers –taken in or let out waist	$
3.	Replace zipper	$
4.	Long Sleeve Shirt – shorten sleeves	$
5.	Short Sleeve Shirt—shorten sleeves	$
6.	Shirt—take in side-seams	$
7.	Lined Jacket—shorten sleeves	$
8.	Unlined Jacket—shorten sleeves	$
9.	Replace Jacket Zipper	$
10.	Sew on Patches—large	$
11.	Sew on Patches—small	$
12.	Scotch guard	$
13.	Sew on name tabs	$
14.	Sew on stripes or other rank	$

Additional Questions:

Has an owner of the company been convicted of a crime within the past 10 years? Yes: ___No: _____

Has company been in bankruptcy, reorganization or receivership in the last 5 years? Yes: ___No: _____

Has company been disqualified or debarred by any public agency, including the Federal Government, from participation in public
contracts? Yes: ___No: _____

Does any employee or official of the City have any financial or other interest in your firm? Yes: ___No: _____

Does bidder maintain insurance as specified herein (General Terms and Conditions Section 21)? Yes: ___No: _____

If no, describe differences: _____

Insurance Broker Name: _____

Insurance Broker Phone: _____

Insurance Broker Fax: _____

Are there claims that are pending against this insurance policy? Yes: ___No: ___

If yes, describe:_____

Describe facilities and process for handling blood pathogen cleaning:

_____

_____

Describe dry cleaning process used:

_____

_____

Describe filtration method used:

_____

_____

How often is your filter cleaned?

_____

_____

Do you distill solvents?

_____

_____

Do you pre-spot?

_____

_____

Brand of soap used:

_____

_____

_____

List any contracts that you have with other public agencies, if any, and/or other customers to provide uniform cleaning:

_____

_____

_____

_____

The City reserves the right to add or remove services, as needed to be in the best interest of the City.

Quantities listed are estimated quantities only and are not guaranteed.

The City reserves the right to request services from the next most responsible bidder for failure to provide services within the allotted time specified in the specifications.

The bidder agrees to comply with all conditions within this invitation for bids:

COMPANY NAME: _____

ADDRESS: _____

SIGNATURE: _____ DATE: _____

PRINT:_____PHONE:_____

TITLE: _____FAX: _____

Bid documents must be complete when received by the Purchasing Office. Name, address, and telephone number must be provided.

VII. REFERENCES

REFERENCES

Please provide three references:

Reference #1

Company Name _____

Address _____

_____

Type of Business _____

Contact Person _____

Telephone and Fax #'s _____

Reference #2

Company Name _____

Address _____

_____

Type of Business _____

Contact Person _____

Telephone and Fax #'s _____

Reference #3

Company Name _____

Address _____

_____

Type of Business _____

Contact Person _____

Telephone and Fax #'s _____

VIII. BIDDERS CHECKLIST

Bidder's checklist:

___Procurement card question answered, page 9

___Delivery information noted, page 9

___General Terms & Conditions signature page, page 19

___Conflict of Interest Questionnaire Form CIQ filled out, page 21

___Bid form filled out, pages 27

___List references, page 32

___Insert any relevant brochures or catalogs about the bid items

___If submitting by mail or hand delivered, within your bid submission insert one original copy of the entire bid packet with a copy on a flash drive.

___Addendums (if any) attached and signed. Addendums are posted on the OpenGov website.

Invitation for Bid

City of Killeen, Texas
Sealed bids will be received for:

Uniform Cleaning Services
Bid No. 23-08

Sealed bids will be received until 2:00 p.m. on December 6, 2022

Electronically submit bids to OpenGov E-Bidding Site:
(https://procurement.opengov.com/login)

OR

Return Bid to:

City of Killeen
Attn: Purchasing Department
802 N 2nd Street
Building E, 2nd Floor
Killeen, Texas 76541

CITY OF KILLEEN
BID # 23-08 UNIFORM CLEANING SERVICES
TABLE OF CONTENTS

I. NOTICE TO BIDDERS

II. INFORMATION AND INSTRUCTIONS TO BIDDERS

III. CITY OF KILLEEN TERMS AND CONDITIONS

IV. CONFLICT OF INTEREST QUESTIONNAIRE, FORM CIQ

V. SPECIFICATIONS

VI. BID FORM

VII. REFERENCES

VIII. BIDDER'S CHECKLIST

I. NOTICE TO BIDDERS

NOTICE TO BIDDERS
BID NO. 23-08
UNIFORM CLEANING SERVICES
CITY OF KILLEEN, TEXAS

Notice is hereby given that the City of Killeen will receive sealed bids for ***Uniform Cleaning Services in support of Police, Municipal Court Marshal, and Fire Department***, electronically through the City's OpenGov e-bidding site ***or*** addressed to the City of Killeen, Attn: Purchasing Division, 802 N. 2nd Street, Building E, 2nd Floor, Killeen, Texas 76541, until **2:00 p.m. on December 6, 2022**. Bid submissions shall be plainly marked with the name and address of the bidder and "BID NO. 23-08 Uniform Cleaning Services, 2:00 p.m., December 6, 2022". Submittals received after the closing time will be returned unopened. Vendors may register and submit bids electronically at https://procurement.opengov.com/login.

Bids will be opened and read aloud through Zoom online video conferencing at **2:15 p.m. on December 6, 2022**; Zoom access is shown below. The general public will not be allowed inside the facility.

Zoom access:

For viewing follow;

https://us06web.zoom.us/j/3397887656?pwd=Z0VWU1czOGRpQ245enJWS1hCSnJJUT09

Call: 1-346-248-7799
Meeting ID: 339 788 7656
Password: **04142020**

No pre-bid conference will be held.

Bid questions will be accepted on the OpenGov e-bidding site, until **12:00 p.m. on November 29, 2022**. Questions will be answered in the form of an addendum and posted on the OpenGov website. It is the bidders/proposer's responsibility to obtain and acknowledge all addendums.

Complete information regarding this solicitation may be obtained from the City of Killeen website (http://www.killeentexas.gov/Bids.aspx), Demand Star (http://www.demandstar.com/), ESBD (www.txsmartbuy.com) and OpenGov E-Bidding site (https://procurement.opengov.com/login).

The City of Killeen reserves the right to reject any or all bids and waive any irregularities.

CITY OF KILLEEN, TEXAS

Lorianne Luciano, Director of Procurement and Contract Management

II. INFORMATION AND INSTRUCTIONS TO BIDDERS

INFORMATION AND INSTRUCTIONS TO BIDDERS

Preparation of Bids:

This is your notice that sealed bids, including electronic submissions for **Bid 23-08 Uniform Cleaning Services in support of Police, Municipal Court Marshal, and Fire Department,** are subject to the Terms & Conditions of this Invitation for Bids (General Terms and Conditions attached hereto) and such other contract provisions, specifications or other data as are attached to this Bid (henceforth known as the bid packet). Bids will be received electronically through the City's OpenGov e-bidding site ***or*** at the Purchasing Office, 802 N. 2nd Street, Building E, 2nd Floor, Killeen, TX, 76541, **until 2:00 p.m., December 6, 2022**. At exactly **2:15 p.m. the bids will be opened and read aloud via Zoom conferencing.** Any bid received after the closing time will be returned unopened. No late bids will be accepted. All bids shall be submitted as listed below. Complete bids received by email or fax will not be considered.

Bidders are encouraged to submit bids electronically, however, if submitted by mail or hand delivered, **one (1) original, signed, and initialed in ink (not pencil), and one (1) electronic copy on a flash drive of the entire bid packet shall be submitted at the above location prior to the bid deadline.** All bidder markings on the bid packet shall be in a legible format in English. Any non-legible markings may make the bid non-responsive and disqualify your bid submission. All errors or changes in the bid shall be corrected by striking through the error or change once with ink. The bidder shall initial next to each correction made. All corrections shall be complete and final before submitting your bid by the stated deadline. Bidders shall submit at least three (3) businesses as references of the proposed item, with addresses, telephone numbers, and contact persons.

The City of Killeen (or "City") reserves the right to reject any or all bids and evaluate any or all Uniform Cleaning Services bids prior to bid award. Bid documents must be complete and sealed in an envelope when received by the Purchasing Office. Bids must be plainly marked on the outside of the envelope as follows: **Bid No. 23-08 Uniform Cleaning Services, 2:00 p.m. December 6, 2022. All bidder submissions shall also have the bidder's name with contact information marked on the outside of the envelope.**

In the case of inclement weather or any other unforeseen event causing the City to close for business or delay opening, bids will be received and opened the following business day at the designated time stated herein. For example, if bids are due on Wednesday at 2:00 p.m. and the City is closed on Wednesday for bad weather or an unforeseen event, the bids will be accepted until Thursday, 2:00 p.m. or if bids are due at 2:00 p.m. on Wednesday, but the City opened at 10:00 a.m. on Wednesday due to bad weather or an unforeseen event, then bids will be accepted until Thursday, 2:00 p.m.

Any questions or requests for clarification must be submitted to the OpenGov e-bidding site prior to **12:00 p.m. on November 29, 2022**. All responses to the questions will be posted to the City website, OpenGov, Electronic State Business Daily and DemandStar in addendum format. Unauthorized contact regarding this Invitation to Bid with any City of Killeen employees or contractors may result in disqualification. Any oral communications will be considered unofficial and non-binding on the City of Killeen. Bidders should rely only on written statements issued by the Director of Procurement and Contract Management.

Contract/Term:

This contract will be for a period of two (2) years with the option to automatically renew three (3) additional one (1) year periods unless either party cancels with written notice sixty (60) days prior to the renewal period. If the City or bidder should decline any renewal period or after the exhaustion of the entire contract term, the City may request up to an additional sixty (60) days past any contract term to advertise and award a new bid for such items without any pricing adjustments.

Pricing:

Any price increase due to change orders from initial scope of work shall be passed onto the City at par without any additional profit, markup or overhead. Any price increase shall be requested by the successful bidder, in writing, and accompanied with the appropriate documentation to justify the increase, prior to sixty (60) days before the additional work is performed. If the bidder fails to give timely notice, prices may not be increased. The aggregate service price increase shall be limited to ten percent (10%) for any contract period extension. The successful bidder may offer price decreases of any type at any time.

If during any term of this contract, the bidder should enter into any contract with another municipality within Texas for commodities or services with similar scope of work with rates more favorable than those granted to the City of Killeen, the bidder agrees to modify this contract to include such more favorable rates. It is recommended that the bidder provide any rate reduction or discount voluntarily.
Any request in price change with supporting documentation shall be sent to the following address(s) only:

City of Killeen
Attn: Purchasing Division

802 N 2nd Street, Building E, 2nd Floor
Killeen, TX 76541

Or

Email: Purchasing@KilleenTexas.gov

On the outside of the envelope or subject line of the email, please write **"Price Change Notification Bid 23-08"**

Responses/Property of the City of Killeen:

All materials submitted in response to this request become the property of the City of Killeen. Selection or rejection of a response does not affect this right.

No Obligation to Buy:

The City of Killeen reserves the right to refrain from contracting with any bidder. The release of this Invitation for Bids does not compel the City of Killeen to purchase.

Cost of Preparing Bids:

The City of Killeen is not liable for any costs incurred by bidders in the preparation and presentation of bids and demonstrations submitted in response to this Invitation to Bid.

Withdrawal of Bid:

A bidder may withdraw a bid that has been submitted at any time up to the bid opening due date and time. To accomplish this, a written request signed by an authorized representative of the bidder shall be submitted to LLuciano@KilleenTexas.gov. Once the bids are opened, all bids shall be valid for a period of ninety (90) days after the bid opening.

Bidding Error:

The City of Killeen will not be liable for any errors in any bidder's bid. Bidders will not be allowed to alter bids after the deadline for the submission of bids.

When, after the opening and tabulation of bids, a bidder claims error, and requests to be relieved of award, the bidder will be required to promptly present corrected data in writing signed by an authority figure with the company. **This written response shall be received by the Purchasing Division within two (2) business days after the stated bid open time and date.** The Purchasing Division will review the data and if the City is convinced, by clear and convincing evidence, that an honest, mathematically excusable error or critical omission of costs has been made, and said error is legally excusable, the bidder may be relieved of its bid. **The City will make a determination within ten (10) business days of receipt of the written response and notify the bidder of the outcome.**

Single Bid Response:

A single response to this Invitation for Bids may be deemed a failure of competition and in the best interest of the City of Killeen, the response received may be rejected.

Award of Bid:

An award of a contract to provide the services specified herein will be made using competitive sealed bids in a manner described in section 10 of the General Terms and Conditions. **The anticipated date of the notice of award is January 10, 2023**.

Bids will be evaluated on the total annual cost to provide dry cleaning and laundry services, questions answered, and other data provided by the vendors. The unit prices for alteration and miscellaneous services will not be included in the total evaluation price because of the unknown nature of usage frequency but will be reviewed to determine if they are fair and reasonable. If the prices offered for alterations or miscellaneous services are unbalanced that may be cause for rejection of the bid.

City of Killeen Rights:

The City of Killeen reserves the right to accept or reject any and all bids, to award the contract for any items as it may appear advantageous to the City, and to waive any informalities or irregularities in the process.

Estimated Quantities:

Quantities listed within the Specification's section are estimates and the City may increase or decrease the number of uniform services needed. The City reserves the right to adjust department/division estimates due to changes made to the organizational structure at the City of Killeen. These estimated quantities shall not be construed as a minimum or a maximum quantity that the City of Killeen may need. The City will only utilize these services to satisfy operating requirements.

Adding New Services to the Contract after Award:

Following the contract award, additional services of the same general category that could have been encompassed in the award of this contract, and that are not already on the contract, may be added. A formal written request may be sent to the successful vendor to provide a proposal on the additional services and the vendor shall submit proposals to the City of Killeen as instructed. All prices are subject to negotiation with the Best and Final Offer (BAFO). The City of Killeen may accept or reject any or all price proposals, and may issue a separate quote process, bid, or request for proposal for the products after rejecting some or all of the proposals. The products or services covered under this provision shall conform to the specifications as outlined in the request. All requests for additional services shall be communicated by the Purchasing Division to the vendor, the vendor shall instruct all employees to contact the Purchasing Division if additional services are desired but not yet on the bid service list.

Draft Contract:

Bidders shall provide a draft contract, for review, notating the terms within this bid.

Minimum Qualifications:

Bidders must have a minimum of two years of continuous operation in in dry cleaning including military press.

Has the company operated in this capacity for at least 2 years without interruption? Yes: ✓ No: ____

Indicate the company's first year of business operation: 2006

Is the company proficient at military press? Yes: ✓ No: ____

Noncompliance with Contract Requirements:

The City has the expectation that the vendor will do everything possible in its profession to aid the City with maintaining a professional image. If any of the services provided by the awarded vendor do not conform to the specifications outlined in this bid, the City may require the vendor to perform the services in conformity with the contract requirements, at no additional expense to the City. After the garments are returned, the City may choose to approach another vendor that has like services to perform the services needed on the garments. If after the City finalizes the transaction and identifies that the cost is higher than the bid price, the winning bidder shall be responsible for the difference in prices.

Do you understand and agree to the provisions of the contract requirements? Yes: ✓ No: ____

Invoicing and Payment:

Invoices shall be submitted to each Department/Division. The City shall be billed only for those services rendered. The City of Killeen is sales tax exempt. The bidder shall have the capability to invoice accurately, making any corrections on the original invoice. Invoices shall be correct when received with the prices shown within your bid submission.

If a discrepancy is found on any invoice, the City department will phone your customer service point of contact for correction. Payment of any corrected invoice will be made in thirty (30) days once the corrected invoice has been received, unless the bidder has provided discount payment terms. In no circumstances should any invoice dispute last longer than thirty (30) days.

All invoices shall be submitted to the City of Killeen, Attn: "Individual Department/Division", P.O. Box 1329, Killeen, TX 76540.

PAYMENT TERMS: Specify other payment options:

- ☐ Check box if you offer a prompt payment discount: %_____. Specify terms: _____
- ☑ Check box if you accept MasterCard for payment (City of Killeen Procurement Card or P-Card).
- ☐ Check here if the prompt payment discount applies to the MasterCard payment.

Delivery/Pickup Information:

Delivery/Pickup times will be standard business hours, Monday-Friday, 8:00 a.m. to 4:00 p.m. Central Standard Time, except holidays as noted below:

Holidays

Delivery will not be available on regular City holidays. Below is a list of City holidays (please note if holiday falls on a weekend check with the City for the observed date):

- New Year's Day
- Martin Luther King Day
- President's Day
- Good Friday
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Day After Thanksgiving
- Christmas Eve
- Christmas Day

Deliveries/Pickups shall be made to a City of Killeen office. Delivery can be scheduled Monday through Friday between the hours of 8:00 a.m. and 4:00 p.m. The department shall have the ability to schedule the best date and time of the week for their particular delivery/pickup.

Any exceptions to this delivery arrangement will be discussed by the City prior to bid award. For example, a vendor may have a local location for employees to pick up or drop off uniforms.

Vendors must certify that they understand the turnaround delivery requirements of the bid and can meet those deadlines.

Please indicate: Yes: ✓ No: _____

Do you have local facilities? Yes: ✓ No: _____

Please indicate addresses of local locations in which employees may drop off and pickup uniforms for cleaning services:

201 W Stan Schlueter Lp. Killeen, TX 76542

Deliveries:

Third party carrier's name to be utilized for deliveries:

N/A (vender owned delivery)

Vendor owned delivery:

Please list below the route driver(s) name that will be handling the City of Killeen account and their years of experience with your company:

Route Driver: Roel Perez Years of experience: 12

Route Driver: _____ Years of experience: _____

Route Driver: _____ Years of experience: _____

Point of contact to resolve issues (service, delivery, or invoice):

NAME: Roel Perez

TITLE: Manager

ADDRESS: 1808 Godman St.

Killeen, TX 76543

EMAIL ADDRESS: qcleaners201@gmail.com

PHONE: (254) 338-4789

FAX: N/A

Copyright Materials:

Materials listed in your bid submission that are copyrighted shall be notated in the notes section of the bid tab.

Non-Endorsement:

As a result of the selection of a bidder to supply products and/or services to the City of Killeen, the City of Killeen is neither endorsing nor suggesting that the bidder's product is the best or only solution. The bidder agrees to make no reference to the City of Killeen in any literature, promotional material, brochures, sales presentation, or the like without the express written consent of the City of Killeen.

Organization of Your Bid Submission:

Your bid submission shall be organized in the format shown within this bid. Any exception(s) or additional information provided shall be referenced in your bid submission behind the bid packet.

Signature of Acceptance:

By the signature hereon affixed, the bidder hereby certifies that neither the bidder nor the entity represented by the bidder, or anyone acting for such entity has violated the antitrust laws of the State of Texas, codified in Section 15.01 et seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly, prior to the bid opening with any competitor or any other person engaged in such line of business.

Undersigned acknowledges that addendum N/A **through** N/A **have been considered as part of this bid.**

The bidder agrees to comply with all conditions within this invitation for bids:

Full Legal Name of Company	Kee S Kang DBA Q Cleaners
Address	201 W Stan Schlueter Lp.
City, State, Zip	Killeen, TX 76542

Phone Number	(254) 554-3001
Fax Number	N/A
After Hours Phone Number	(254) 702-7255
Email Address	qcleaners201@gmail.com
Tax Identification Number	EIN: 74-2790505 SALES TAX: 32010554692
Signature of Authorized Agent	
Printed Name of Authorized Agent	Min K Kang
Title	Manager
Date	12/05/2022

III. CITY OF KILLEEN GENERAL TERMS AND CONDITIONS

CITY OF KILLEEN
GENERAL TERMS AND CONDITIONS

1. General Conditions

Bidders are required to submit their Bid upon the following express conditions:

(a) Bidders shall make all investigation necessary to thoroughly inform themselves regarding plant and facilities for delivery of material and equipment as required by the Bid conditions. No plea of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the bidder.

(b) Unless specifically stated otherwise in the specifications, only new products or equipment will be acceptable.

2. Preparation of Bid

Bid will be prepared in accordance with the following:

(a) All information required by the Bid shall be furnished. The bidder shall print or type his/her name and manually or electronically sign the Bid and each continuation sheet on which an entry is made.

(b) Unit prices shall be shown and where there is an error in extension of the price, the unit price shall govern.

(c) Alternate Bids will not be considered unless authorized by the City within the specifications.

(d) Proposed delivery time must be shown and shall include weekends and holidays if requested by the City.

(e) The City qualifies for exemption from State and Local Sales and Use Taxes pursuant to the provision of Article 20.04(f) of the Texas Limited Sales, Excise and Use Tax Act. Taxes normally levied on the purchase, rental and lease of materials, supplies and equipment used or consumed in performance of the Contract may be exempted by issuing to suppliers an exemption certificate in lieu of tax. Exemption certificates comply with State Comptroller of Public Accounts Ruling No. 95-0.07. Any such exemption certificate issued in lieu of tax shall be subject to State Comptroller of Public Accounts Ruling No. 95-0.09, as amended. Failure by the Bidder or the bidder's Subcontractors to take advantage of the City's exemption and to obtain such exemption certificate shall make him responsible for paying taxes incurred on materials furnished on the Project without additional cost to or reimbursement by the City.

3. Description of Supplies

Any catalog of manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Bidders are required to state exactly what they intend to furnish; otherwise they will be required to furnish the item as specified.

4. Submission of Bid

By submitting your Bid, you acknowledge that the City of Killeen will not accept any Bid, or execute any submitted contract in conjunction with a Bid that requires the City to agree to any of the following:

- Governing law other than the law of the State of Texas
- Venue other than Bell County
- Mandatory arbitration
- Artificial limitation of liability
- Artificial statute of limitation
- Waiver of trial by jury
- Indemnify a vendor

(a) Bid and changes thereto shall be enclosed in a sealed envelope addressed to the Purchasing Office, City of Killeen. The names and address of Bidder, the date and hour of the Bid opening and the Bid number shall be placed on the outside of the envelope.

(b) Bids must be submitted on the forms furnished. Telegraphic Bids will not be considered. However, Bids may be modified by written notice provided such notice is received prior to the time and date set for the Bid opening.

(c) All Bid documents shall be sealed and submitted no later than the specified date and hour of the Bid opening to:

Electronically submit bids to OpenGov E-Bidding Site: (https://procurement.opengov.com/login)

OR

Delivery Address:
City of Killeen
Attn: Purchasing Division
802 N 2nd Street, Building E, 2nd Floor
Killeen, TX 76541

5. Rejection of Bid

(a) The City may reject a Bid if:

1. The Bidder mistakes or conceals any material fact in the Bid, or if

2. The Bid does not strictly conform to law or the requirements of the Bid, or if

3. The Bid is conditional, except that the Bidder may qualify his Bid for acceptance by the City as an "All or None" basis.

(b) The City may, however, reject all Bids whenever it is deemed in the best interest of the City to do so, and may reject any part of a Bid unless the Bid has been qualified as provided in section 5(a) 3 above.

6. Withdrawal of Bid

A bidder may withdraw a bid that has been submitted at any time up to the due date and time. To accomplish this, a written request signed by an authorized representative of the bidder must be submitted to the Director of Procurement and Contract Management at LLuciano@KilleenTexas.gov . All bids shall be valid for a period of ninety (90) days after the bid opening

7. Late Bid or Modifications

Bid and modifications received after the time set for the Bid opening will not be considered.

8. Clarification or Objection to Bid Specifications

If any person contemplating submitting a Bid for this contract is in doubt as to the true meaning of the specifications, or other Bid documents, or any part thereof, he may submit to Purchasing, a request for clarification by the deadline established in the Bid. All such requests for information shall be made in writing and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the Bid, if made, will be made only by an addendum duly issued. A copy of such addendum will be distributed to all known bidders who have expressed an interest in this bid. The City will not be responsible for any other explanation or interpretation of the proposed Bid made or given prior to the award of the contract. Any objection to the specifications and requirements, as set forth in the Bid documents must be filed in writing with the Purchasing Division by the deadline established in the Bid.

9. Discounts

(a) Prompt payment discounts will be considered in making the award provided the period of the discount offered is sufficient to permit payment within such period in the regular course of business.

(b) In connection with any discount offered, time will be computed from the date of receipt of supplies or services or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date of mailing of the check.

10. Award of the Contract

(a) The contract will be awarded to the lowest responsible bidder. "Lowest responsible bidder" means the Bidder submitting the lowest bid meeting all requirements of the specifications, instructions, and terms and conditions of the bid and who has the financial and practical ability to fully and reliably perform all obligations of the Contract, taking into consideration qualifications and past performance of the Bidder. The following are considered examples of performance that is not responsible and may lead to a determination that the Bidder is not responsible:

* Falsification of information provided in bid response;
* Non-observance of safety requirements;
* Failure to meet requirements of federal, state, or local law, as applicable, including employment;
* Substantial failure to adhere to contractually agreed-upon schedules; and
* Poor past performance on City projects such as use of defective materials, refusal to correct defective work not in accordance with contract documents, failure to reasonably resolve disputes, termination for cause, or performance leading to litigation.

Determination of most advantageous Bid for the municipality may be based on, but not limited to:

* Unit price
* Total Bid price
* Terms and discounts
* Delivery date
* Product warranty
* Special needs and requirements of City
* Past experience with product/service
* City's evaluation of the bidder's ability, financial, strength, and ethical standards
* Quality of the bidder's goods or services
* The extent to which the goods or services meet the municipality's needs
* Bidder's past performance
* Demurrage charges, freight costs and mileage
* Estimated costs of supplies, maintenance, etc.
* Estimated surplus value, life expectancy
* Results of testing samples
* Conformity to specifications
* Training requirements, location, etc.
* Location of maintenance facility/service person; ability to provide for minimum down time
* The total long-term cost to the municipality to acquire the bidder's goods or services
* Reputation of bidder and of bidder goods and services

(b) The City reserves the right to accept any item or group of items of this Bid, unless the Bidder qualifies his Bid by specific limitation. Reference section 5(a) 3 above.

(c) A written award of acceptance mailed or otherwise furnished to the successful Bidder(s) will then be followed up with a contract/service agreement for review by the City's legal team, if not otherwise specified within.

(d) Prices must be quoted "F.O.B. Destination (Killeen) with all transportation charges prepaid," unless otherwise specified in the Bid.

(e) If identical Bids are received from two or more bidders and those Bids are the lowest and best Bid, the tie shall be broken in accordance with provisions in Chapter 271 of the Texas Local Government Code.

(f) As stated in Section 271.905 (b) of the Texas Local Government Code, "In purchasing under this title any real property or personal property that is not affixed to real property, if a local government receives one or more competitive sealed Bids from a bidder whose principal place of business is in the local government and whose Bid is within three percent of the lowest Bid price received by the local government from a bidder who is not a resident of the municipality, the local government may enter into a contract with: (1) the lowest bidder; or (2) the bidder whose principal place of business is in the local government if the governing body of the local government determines, in writing, that the local bidder offers the local government the best combination of contract price and additional economic development opportunities for the local government created by the contract award, including the employment of residents of the local government and increased tax revenues to the local government."

(g) As stated in Section 271.9051 (b) of the Texas Local Government Code, "In purchasing real property or personal property that is not affixed to real property, or services, if a municipality receives one or more competitive sealed Bids from a bidder whose principal place of business is in the municipality and whose Bid is within five percent of the lowest Bid price received by the municipality from a bidder who is not a resident of the municipality, the municipality may enter into a contract for an expenditure of less than $100,000 or a contract for other purchases in an amount of less than $500,000 with: (1) the lowest bidder; or (2) the bidder whose principal place of business is in the municipality if the

governing body of the local government determines, in writing, that the local bidder offers the municipality the best combination of contract price and additional economic development opportunities for the municipality created by the contract award, including the employment of residents of the municipality and increased tax revenues to the municipality."

11. Ex Parte Communication

Please note that to ensure the proper and fair evaluation of a proposal, the City prohibits ex parte communication (e.g., unsolicited) initiated by the Proposer to a City Official or employee evaluating or considering the proposal prior to the time a formal decision has been made. Questions and other communication from proposers will be permissible with only the Director of Procurement and Contract Management until the time and the day specified as the deadline for questions. Any communication between Proposer and the City after the deadline for questions will be initiated by the appropriate City Official or employee in order to obtain information or clarification needed to develop a proper and accurate evaluation of the proposals. Participation in any ex parte communication, whether or not initiated by the Proposer, may be grounds for disqualifying the offending proposer from consideration or award of the solicitation then in evaluation, or any future solicitation.

Additionally, neither the City of Killeen City Council nor City staff, except in the course of City-Sponsored inquiries, briefings, interviews, or presentations, shall initiate any contact with a Proposer or directly discuss or promote any proposal with any Proposers, including their agents and representatives.

12. Bid Protest

Any bidder wishing to file a protest concerning alleged improprieties with this solicitation must submit the protest in written format to the Purchasing Division within 5 business days after the specified time of the Bid opening. The formal written protest must identify the name of the bidder contesting the solicitation, the project name and number, and the specific grounds for the protest with all supporting documentation. A response to the protest will be prepared by Purchasing within 10 business days of receipt of the protest. All determinations made by the City are final.

13. Termination for Governmental Non-Appropriations

This contract is a commitment of the City's current revenues only. Should the terms of the Bid require payment of funds over more than the current fiscal year ending September 30, the following shall apply:

(a) For each lease, City represents and warrants: that it has appropriated and budgeted the necessary fund to make all rent payments required pursuant to such lease for the remainder of the fiscal year in which the payment term commences; and that it currently intends to make rent payments for the full lease term as scheduled in the applicable payment schedule if funds are appropriated for the rent payment in each succeeding fiscal year by its governing body. Without contractually committing itself to do so, City reasonably believes that monies in an amount sufficient to make all rent payments can and will lawfully be appropriated; therefore, City agrees to budget requests to include the rent payments payable during each fiscal year in the budget requests presented to City's governing body for each fiscal year; provided, that City's governing body retains authority to approve or reject any such budget request. All rent payments shall be payable out of the general funds of the City or out of other funds legally appropriated, therefore. Lessor agrees that no lease will be a general obligation of the City and no lease shall constitute a pledge of either the full faith and credit of the City or the taxing power of the City.

(b) If City's governing body fails to appropriate sufficient funds in any fiscal year for rent property or other payments due under a lease and if other funds are not legally appropriated for such payment, then a non-appropriation event shall be deemed to have occurred. If a non-appropriation event occurs, then: (1) the City shall give lessor immediate notice of such non-appropriation event and provide written evidence of such failure by the City's governing body; (2) on the return date, the City shall return to Lessor all of the equipment covered by the affected lease, at the City's sole expense; (3) the affected lease shall terminate on the return date without penalty to the City; (4) return date means the last day of the fiscal year for which appropriations were made for the rent payments due under a lease.

14. Termination of Contract

This contract shall remain in effect until the contract expires, delivery/completion and acceptance of products and/or performance of services ordered or until terminated by either party with a thirty (30) day written notice prior to any cancellation. All bidders must state therein the reasons for such cancellation. The City reserves the right to award a cancelled contract to next best offeror as it deems to be in the best interest of the City.

15. Assurance of Compliance

For Equal Employment Opportunity and Small and/or Minority Business Enterprise Requirements the bidder agrees that if this Bid is accepted, he/she will not engage in employment practices which have the effect of discriminating against employees or prospective employees because of race, color, religion, national origin, sex, age, handicap, or political belief or affiliation.

16. Conflict of Interest Disclosure Questionnaire

The Bidder agrees that if a member of the City Council, a Councilmember's close relative, or any officer or employee of the City has a financial interest, direct or indirect, or by reason of ownership of stock in any corporation, in any contract with the City, or be financially interested, directly or indirectly, in the sale to the City any land, materials, supplies or services except on behalf of the City, as an officer or employee, the official shall file before a vote or decision on any matter involving the business entity or the real property, an affidavit stating the nature and extent of the interest and shall abstain from further participation in the matter if:

(a) in the case of a substantial interest in a business entity the action on the matter will have a special economic effect on the business entity that is distinguishable from the effect on the public; or

(b) in the case of a substantial interest in real property, it is reasonably foreseeable that an action on the matter will have a special economic effect on the value of the property, distinguishable from its effect on the public.

Chapter 176 of the Texas Local Government Code mandates the public disclosure of certain information concerning persons doing business or seeking to do business with the City of Killeen, including affiliations and business and financial relationships such persons may have with the City of Killeen. An explanation of the requirements of Chapter 176 and complete text of the new law are available at: https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf

17. Gratuities

It shall be a breach of ethics to offer, give, or agree to give any employee of the City or for any employee of the City to solicit or accept from another person, a gratuity or an offer of employment in connection with any decision regarding any part of a program requirement, proposal, or purchase request pending before the City.

18. Kickbacks

It shall be a breach of ethics for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the City, or any person associated therewith, as an inducement for the award of a subcontract or order.

19. Venue for Legal Action

This agreement shall be governed and construed according to the laws of the State of Texas. Venue for purposes of any and all lawsuits, causes of actions, claims or disputes shall be in Bell County, Texas.

20. Conflicts in Terms and Conditions for Bids

If any conflicts exist between the Terms and Conditions for Bids and the standard form of agreement between the owner and Bidder, the standard form of agreement between the owner and bidder shall prevail.

21. Insurance

All bidders shall have the appropriate amount of insurance while delivering the items once awarded, this coverage shall be present as to cover all losses up until the City accepts the items in writing.

A. Comprehensive General Liability and Property Damage Insurance.

The bidder shall take out and maintain during the life of this Contract such Comprehensive General Liability and Property Damage Insurance as shall protect the City from claims for damages or personal injury, including accidental death, as well as from claims for property damages which may arise from delivering the item under this contract, whether such operations be by himself or by a subcontractor or by anyone directly or indirectly employed by either of them, and the

minimum amounts of such insurance shall be as follows:

Bodily Injury.

(1) Each Occurrence - $1,000,000
(2) Annual Aggregate - $2,000,000

Property Damage Insurance.

(1) Each Occurrence - $1,000,000
(2) Annual Aggregate - $2,000,000

B. Comprehensive Automobile Liability.

Bodily Injury

(1) Each Person - $500,000
(2) Each Accident - $1,000,000

Property Damage

(1) Each Occurrence - $1,000,000

22. Disclosure of Interested Parties

Texas Government Code Section 2252.908 requires that parties contracting with governmental entities submit a disclosure of interested parties form for contracts entered into after January 1, 2016. Successful bidders shall electronically submit the form at the following website: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm and provide the City with a certified copy prior to Council approval of the Bid award.

23. Acknowledgement – "Boycott Israel"

By signing and submitting this bid the vendor 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.

24. Acknowledgement – 'Boycott Energy Companies"

By signing and submitting this bid the vendor hereby verifies 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 Texas Government Code section 809.001 to mean, 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: 12/05/2022

PRINT NAME: Min Kee Kang

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IV. CONFLICT OF INTEREST QUESTIONNAIRE, FORM CIQ

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.**

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.**

N/A

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.**

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

Signature of vendor doing business with the governmental entity

Date

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.

N/A

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.

V. SPECIFICATIONS

SPECIFICATIONS

The specifications cover the **minimum** requirements for the City's need for uniform services. The specifications are not intended to eliminate any potential bidder from bidding; however, they are intended to outline the uniform quality and service desired. If "exception" is the response, an explanation of the exception must be attached. Failure to complete any sections may be considered as a non-responsive bidder.

This specification describes dry cleaning, laundering, alteration and related services required by the Police, Fire, and Municipal Court Marshal Departments. The vendor shall furnish all transportation, materials, equipment, tools, plant, facilities, management, supervision, and labor to provide these services. All items shall be cleaned and presented in accordance with the best practices of the trade. The work to be performed consists of the following:

1. Provide cleaning services for authorized members of the City of Killeen for apparel items that may include standard police and fire uniforms consisting of trousers, shirts, neckties, jackets, coats, dress clothes, suits, slacks, and blouses.
2. All items are to be cleaned as indicated by uniform care labels, unless otherwise specified.
3. Shirts shall have all loose threads trimmed and garments shall be pressed completely before packing for delivery. These services shall be included in the bid prices without any additional fees.
4. Trousers shall have all loose threads trimmed and be completely pressed properly with the seat seam, inseam and out seam before packing for delivery. These services shall be included in the bid prices without any additional fees.
5. The vendor shall have adequate quality control to ensure all clothing is free of wrinkles, offensive odor, spots, stains, loose threads, cracked buttons, and tears. These services shall be included in the bid prices without any additional fees.
6. All button replacements shall be done with thread and buttons matching the uniform pieces. These services shall be included in the bid prices without any additional fees.
7. Provide excess sweat and/or blood removal processes upon request.
8. Provide cleaned garments pressed and wrinkle free.
9. Perform military press on both short and long sleeve uniform shirts.
10. Have the capabilities to pick up soiled items from the police, fire, and municipal court locations and deliver laundered items back to the facilities sorted by employee name.
11. Delivery/pickup days shall be at least three days a week or as mutually agreeable to by the City of Killeen and the successful bidder. Items picked up shall be cleaned and returned on the next scheduled delivery/pickup day, unless uniform pieces can be dropped off at a local location. If a local location exists, the vendor shall have the uniform service performed by the next day.
12. Return all cleaned items on hangers with a commercially approved covering.
13. Perform minor alterations or repairs as requested. Repairs to garments must be mended – no stick-on patches. Unsightly or tattered mending shall not be accepted and shall be returned for correction. Most alterations should be completed and returned by the second regular delivery day after item needing alteration is picked up.
14. Maintain a monthly log that includes date, officer name or personnel number, number of shirts, pants, jackets, etc., and cost. Give this log, with monthly cost totals, to each City of Killeen department every month.
15. Provide detailed monthly summary invoices to each City of Killeen department for all services rendered during the month. Copies of the individual tickets shall be included which show employee's name, type of service provided, unit prices, extended prices, and ticket total. The monthly summaries and the invoices must be mailed to: City of Killeen, Attn: "Individual Department", P.O. Box 1329, Killeen, TX 76540.
16. Treat items with sizing issues and/or starch as requested by City employee.
17. Clean items tainted with body fluids and/or blood separately per existing regulations.
18. Establish or maintain an active quality control program for the quality of the articles delivered and picked up to the City. The City has the right to inspect all uniforms for meeting quality standards.
19. Maintain cleanliness and quality of vendor's premises in accordance with commercial standards applicable to laundry and dry cleaners in the State of Texas.

Lost or Damaged Items:

The vendor shall reimburse the City for lost or damaged articles. The cost and value of such items shall be determined entirely by the City, in a reasonable manner, providing a receipt or using the actual replacement cost. See below-

- The employee with the claim shall immediately complete a damage/complaint memo to the vendor and the reimbursement shall be remitted to the City.
- Vendor shall reimburse cost of lost or damaged uniform pieces directly to the City of Killeen Department making the claim, in the amount specified by the City.
- The vendor shall pay undisputed claims within 14 days of the claim report.

- If vendor does not pay an undisputed claim within 14 days, the claimed amount shall be deducted from any invoice payments due to the vendor before invoice payment. The City will provide a notice to the vendor of such invoice deductions.
- If the vendor feels that a claim is not reasonable, he may dispute that claim.
- All disputed claims from the vendor shall be in writing to the particular department with the claim. The City must receive the written dispute, including any back up documentation for justification, within 14 days of the claim report. The City will contact the vendor and attempt to resolve the dispute. If written notice of the dispute is not received within 14 days, the City will assume the claim is undisputed and may deduct the amount from the next invoice payment.
- Should a dispute go unresolved after 30 days, both parties shall review the facts and negotiate an equitable resolution.

Do you understand and agree to the provisions for lost and damaged articles? Yes: ✓ No: ____

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

VI. BID FORM

BID FORM

Prices shall include all fees (including all environmental fees), no other itemized charges shall be listed for each item. Currently all items with an estimated annual quantity are dry cleaned. Unit price for laundry items shall be given if the department ends up adding items that cannot be dry cleaned. Starch shall be included in launder prices if employee desires light, medium, or heavy starch.

Item Number	Description	Unit Price Bid	Est. Annual Quantity	Extended Price
1.	Dry Clean Shirt, short sleeve	$3.15	16,400	$51,660.00
2.	Dry Clean Shirt, long sleeve	$3.15	11,400	$35,910.00
3.	Dry Clean Shirt, Polo	$3.15	4,800	$15,120.00
4.	Dry Clean Trousers	$3.15	6,188	$19,492.20
5.	Dry Clean BDU Cargo Pants	$3.15	18,400	$57,960.00
6.	Dry Clean Jacket	$5.35	1,162	$6216.70
7.	Dry Clean Tie	$2.50	250	$250.00
8.	Dry Clean Hat	$3.15	500	$1575.00
9.	Dry Clean Robe	$11.00	150	$1,650.00
10.	Dry Clean Vest	$3.35	75	$251.25
Specialty Cleaning. Employees may request the following additional cleaning services above the required routine cleaning.				
14.	Blood Pathogen Cleaning	$N/A	450	$N/A
15.	Stain Removal (Included with Dry Cleaning/Laundry/Press)	$N/A	400	$N/A
			TOTAL	$190,025.15

Laundry & Press. Unit prices for laundry items to include starch, if requested		
Item Number	**Description**	**Unit Price Bid**
1.	Laundry & Press Shirt, short sleeve	$3.15
2.	Laundry & Press Shirt, long sleeve	$3.15
3.	Laundry & Press Shirt, Polo	$3.15
4.	Laundry & Press Trousers	$3.15
5.	Laundry & Press Jacket	$5.35
6.	Laundry & Press Coat	$11.00
7.	Launder & Press Vest	$3.35
8.	Launder & Press Shorts	$3.15

Alteration & Miscellaneous. Unit prices for tailoring and miscellaneous services to be ordered as needed.		
Item Number	**Description**	**Unit Price Bid**
1.	Trousers – lengthen or shorten	$12.00
2.	Trousers –taken in or let out waist	$12.00
3.	Replace zipper	$15.00 - 20.00
4.	Long Sleeve Shirt – shorten sleeves	$12.00
5.	Short Sleeve Shirt—shorten sleeves	$12.00
6.	Shirt—take in side-seams	$12.00
7.	Lined Jacket—shorten sleeves	$25.00
8.	Unlined Jacket—shorten sleeves	$25.00
9.	Replace Jacket Zipper	$25.00
10.	Sew on Patches—large	$5.00
11.	Sew on Patches—small	$5.00
12.	Scotch guard	$N/A
13.	Sew on name tabs	$5.00
14.	Sew on stripes or other rank	$5.00

Additional Questions:

Has an owner of the company been convicted of a crime within the past 10 years? Yes: ___ No: ✓

Has company been in bankruptcy, reorganization or receivership in the last 5 years? Yes: ___ No: ✓

Has company been disqualified or debarred by any public agency, including the Federal Government, from participation in public contracts? Yes: ___ No: ✓

Does any employee or official of the City have any financial or other interest in your firm? Yes: ___ No: ✓

Does bidder maintain insurance as specified herein (General Terms and Conditions Section 21)? Yes: ✓ No: ___

If no, describe differences: _____

Insurance Broker Name: Nationwide

Insurance Broker Phone: 1-866-322-3214

Insurance Broker Fax: N/A

Are there claims that are pending against this insurance policy? Yes: ___ No: ✓

If yes, describe: _____

Describe facilities and process for handling blood pathogen cleaning:

N/A

Describe dry cleaning process used:

Hydro-carbon based chemicals

Steam press

Describe filtration method used:

Water softening filter

How often is your filter cleaned?

Once per week

Do you distill solvents?

Yes

Do you pre-spot?

Yes

Brand of soap used:

Generic non-fragrance

List any contracts that you have with other public agencies, if any, and/or other customers to provide uniform cleaning:

N/A

The City reserves the right to add or remove services, as needed to be in the best interest of the City.

Quantities listed are estimated quantities only and are not guaranteed.

The City reserves the right to request services from the next most responsible bidder for failure to provide services within the allotted time specified in the specifications.

The bidder agrees to comply with all conditions within this invitation for bids:

COMPANY NAME: Kee S Kang DBA Q Cleaners

ADDRESS: 201 W Stan Schlueter Lp. KIlleen, TX 76542

SIGNATURE: _____ DATE: 12/05/2022

PRINT: Min Kee Kang PHONE: (254) 702-7255

TITLE: Manager FAX: N/A

Bid documents must be complete when received by the Purchasing Office. Name, address, and telephone number must be provided.

VII. REFERENCES

REFERENCES

Please provide three references:

Reference #1

Company Name Won Ja Chin, CPA

Address 4015 E Veterans Memorial Blvd
Killeen, TX 76543

Type of Business Accounting Services

Contact Person Won Ja Chin

Telephone and Fax #'s (254) 953-0038

Reference #2

Company Name Shar Music

Address 2465 S Industrial Highway
Ann Harbor, Michigan 48104

Type of Business Media & Music

Contact Person Anthony Curtis

Telephone and Fax #'s (616) 566-6999

Reference #3

Company Name Dental Images

Address 120 W Central TX Expy #100
Harker Heights, TX 76548

Type of Business Dentistry

Contact Person Dacen DeLaPaz

Telephone and Fax #'s (254) 290-8884

VIII. BIDDERS CHECKLIST

Bidder's checklist:

- ✓ **Procurement card question answered, page 9**
- ✓ **Delivery information noted, page 9**
- ✓ **General Terms & Conditions signature page, page 19**
- ✓ **Conflict of Interest Questionnaire Form CIQ filled out, page 21**
- ✓ **Bid form filled out, pages 27**
- ✓ **List references, page 32**
- ✓ **Insert any relevant brochures or catalogs about the bid items**
- ✓ **If submitting by mail or hand delivered, within your bid submission insert one original copy of the entire bid packet with a copy on a flash drive.**
- ✓ **Addendums (if any) attached and signed. Addendums are posted on the OpenGov website.**

REJECTING BIDS RECEIVED FOR BID #23-08 UNIFORM CLEANING SERVICES

RS-23-003

January 3, 2023

Background

- December 6, 2022- One bid was received for Uniform Cleaning Services
- Bidder provided unit cost per laundry item based on estimated annual quantity
- Total bid amount was compared to actual annual costs over the past four fiscal years
- It was discovered that estimated quantities provided to bidders were overstated
- State law and the bid document allows the governing body to reject all bids

Recommendation

City Council reject the bid received for Bid #23-08, Uniform Cleaning Services

City of Killeen

Staff Report

File Number: RS-23-004

1	City Council Workshop	01/03/2023	Reviewed and Referred	City Council	01/10/2023

Consider a memorandum/resolution authorizing the City Manager to enter into a grant agreement with the Texas Office of the Governor for the purpose of replacing rifle resistant body armor for sworn officers assigned to the Killeen Police Department and modifying the maximum annual expenditure with GT Distributors in an amount not to exceed $584,565.

DATE: **January 3, 2023**

TO: **Kent Cagle, City Manager**

FROM: **Charles F. Kimble, Chief of Police**

SUBJECT: **Replacement purchase of rifle resistant body armor for the Police Department**

BACKGROUND AND FINDINGS:

In 2017, the Killeen Police Department purchased rifle-resistant body armor for sworn officers via grant funds. The warranted service life of this armor is five years, and the equipment is due for replacement. During FY 2022, the department applied for a state grant with the Office of the Governor, for funds to accomplish 100% replacement of the body armor. $260,000 was awarded to the City via this grant to accomplish this purchase.

Sworn officers with the Killeen Police Department routinely respond to calls for service, conduct investigations, execute search warrants and make arrests, all of which can potentially expose them to gunfire. Other sworn employees of the department, while assigned to primarily administrative duties, can be called on at any time to assist with/react to such high-risk activities. The department has documented history responding to active shooter incidents and other criminal activity such as homicides, aggravated assaults, aggravated robberies, and other crimes where weapons are involved, and in many of these incidents the firearms involved are rifles, or use rifle-caliber ammunition.

Sworn employees are afforded soft body armor and are required to wear it while performing uniformed duties. Traditional soft body armor is not sufficient by design to protect against high-caliber rifle ammunition. As such, additional rifle-resistant armor is a practical piece of equipment that helps keep employees safe and makes them better able to resolve such threats. This armor can be carried in duty vehicles and quickly donned when initiating/reacting to events where deadly force threats from rifle-caliber weapons is anticipated.

GT Distributors, LLC is a member of the BuyBoard purchasing cooperative (Contract #603-20). This vendor has a competitive price for the body armor needing replacement. In November 2022, Council authorized expenditures with this vendor in an amount not to exceed $324,565. This grant had not been awarded at the time the original CCMR was prepared for City Council approval. Approving the receipt of this grant and the corresponding body armor purchase with this vendor would require amending that authorized expenditure to $584,565. This would include the originally approved maximum amount for other budgeted items, in addition to the $260,000 amount of the grant.

THE ALTERNATIVES CONSIDERED:

Deny the acceptance of the grant and subsequent purchases. Doing so will delay the replacement of this body armor until an alternative funding source can be identified.

Approve the acceptance of the grant and modification to the GT Distributors agreement in an amount not to exceed $584,565.

Which alternative is recommended? Why?

Staff recommends accepting the grant and modifying the maximum purchase amount with GT Distributors to an amount not to exceed $584,565. Doing so will allow the timely replacement of expiring body armor, helping ensure the safety of our sworn employees.

CONFORMITY 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?

Current expenditures, if approved, will not exceed $260,000. Future expenditures will include a tiered, rotating replacement schedule for partial replacement each year, to spread the overall replacement cost over time.

The following statements are a specific grant requirement:
In the event of the loss or misuse of grant funds, the City of Killeen will return all funds to the Office of the Governor, Criminal Justice Division.

The city is committed to provide all applicable matching funds. For this grant, there are no matching funds required.

Is this a one-time or recurring expenditure?

One-time

Is this expenditure budgeted?

Funds will be available in the General Fund Police Department account 010-6055-441.41-20, upon approval of the budget amendment.

If not, where will the money come from?

N/A

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

Upon approval of the budget amendment.

RECOMMENDATION:

The city staff recommends that the City Manager be designated as the authorized official and be given the power to apply for, accept, reject, alter or terminate the grant on behalf of the city. City staff further recommends the City Manager be designated to execute the purchase of body armor from GT Distributors, Inc. through the TASB State BuyBoard and that the City Manager be expressly authorized to execute any and all change orders within the amounts set by state and local law and modifying the previously approved maximum annual expenditure with GT Distributors in an amount not to exceed $584,565.

DEPARTMENTAL CLEARANCES:

Purchasing
Finance
Legal

ATTACHED SUPPORTING DOCUMENTS:

Grant
Contract

Agency Name: Killeen, City of
Grant/App: 4561201 **Start Date:** 10/1/2022 **End Date:** 9/30/2023
Fund Source: BG-Rifle-Resistant Body Armor Grant Program (BAGP)
Project Title: Rifle-Resistant Body Armor
Status: Application - Release Award to Applicant **Fund Block:** 2023

Eligibility Information

Your organization's Texas Payee/Taxpayer ID Number:
17460015047006

Application Eligibility Certify:
Created on:12/28/2021 10:46:56 AM By:Kitty Guerrero

Profile Information

Applicant Agency Name: Killeen, City of
Project Title: Rifle-Resistant Body Armor
Division or Unit to Administer the Project: Killeen Police Department - Office of Management and Budget
Address Line 1: 3304 Community Blvc
Address Line 2:
City/State/Zip: Killeen Texas 76542-6381
Start Date: 10/1/2022
End Date: 9/30/2023

Regional Council of Goverments(COG) within the Project's Impact Area: Central Texas Council of Governments
Headquarter County: Bell
Counties within Project's Impact Area: Bell

Grant Officials:
Authorized Official
Name: Kent Cagle
Email: kcagle@killeentexas.gov
Address 1: 101 N College Street
Address 1:
City: Killeen, Texas 76540
Phone: 254-501-7700 Other Phone: 254-383-7945
Fax: 254-634-2484
Title: Mr.
Salutation: Mr.
Position: City Manager

Financial Official
Name: Kitty Guerrero
Email: cvenzlauskas-guerrero@killeentexas.gov
Address 1: 3304 Community Blvd
Address 1:
City: Killeen, Texas 76542
Phone: 254-501-8952 Other Phone:

Fax: 254-200-7978
Title: Ms.
Salutation: Ms.
Position: Killeen Police Dept Finance Manager

Project Director
Name: Judith Tangalin
Email: jtangalin@killeentexas.gov
Address 1: 802 N. 2nd Street
Address 1:
City: Killeen, Texas 76540
Phone: 254-501-7743 Other Phone:
Fax:
Title: Ms.
Salutation: Ms.
Position: Controller

Grant Writer
Name: Thomas Smith
Email: tsmith@killeentexas.gov
Address 1: 3304 Community Blvd
Address 1:
City: Killeen, Texas 76542
Phone: 254-220-3531 Other Phone: 254-501-8886
Fax: 254-200-7978
Title: Mr.
Salutation: Lieutenant
Position: SWAT Commander

Grant Vendor Information

Organization Type: Unit of Local Government (City, Town, or Village)
Organization Option: applying to provide services to all others
Applicant Agency's State Payee Identification Number (e.g., Federal Employer's Identification (FEI) Number or Vendor ID): 17460015047006
Unique Entity Identifier (UEI): LKV2KLTN9M48

Narrative Information

Introduction

The Rifle-Resistant Body Armor Grant Program supports equipping law enforcement officers at risk of shootings with rifle-resistant body armor.

The funding announcement, located on the eGrants Calendar page, describes the organization types, activities, and costs that are eligible under the announcement. The PSO's eGrants User Guide to Creating an Application guides applicants through the process of creating and submitting an application in eGrants. Information and guidance related to the management and use of grant funds can be found in the PSO's Guide to Grants, located on the PSO Resource for Applicants and Grantees webpage.

Program-Specific Questions

Applicants must enter the number of officers currently employed by the agency.

Traffic or Highway Patrol - officers who are engaged in traffic or highway patrol, otherwise regularly detain or stop motor vehicles, are primary responders to calls for assistance from the public, or execute arrest or search warrants for criminal offenses

Current total number of officers:

253
Reserve Officers - all other reserve officers

Current total number of officers:

0
Certifications
In addition to the requirements found in existing statute, regulation, and the funding announcement, this program requires applicant organizations to certify compliance with the following:

Constitutional Compliance
Applicant assures that it will not engage in any activity that violates Constitutional law including profiling based upon race.

Required Agency Policies
Applicant assures that it has adopted policies addressing the deployment and allocation of vests or plates to its officers; and the usage of vests or plates by its officers. PSO requires that the policy on usage of vests or plates include mandatory training on the proper care, fitting, inspection, use, storage, and maintenance of the armor. PSO also requires the policy specify that body armor may not be left in patrol vehicles when an officer is not on duty in order to minimize the heat damage to the armor.

In crafting these policies, applicants should be aware that the inspection, storage, and replacement of body armor were identified as potential points of failure in body armor use by the Police Executive Research Forum. See "A Practitioner's Guide To the 2011 National Body Armor Survey of Law Enforcement Officers" for more information.

NIJ Body Armor Standards
Applicant assures that body armor purchased with grant funds will comply with the National Institute of Justice (NIJ) standard (Ballistic Resistance of Body Armor NIJ Standard-0101.06) for type III (rifles) or type IV (armor piercing rifle) body armor, including bullet-resistant vests, ballistic plates, and plate carriers.

Personally Fitted Vest Requirement
Applicant assures that all body armor vests purchased with grant funds will be personally fitted for individual officers, including vests specifically fitted to individual female law enforcement officers. "Personally fitted" does not require armor be individually manufactured based on the measurements of a specific wearer, but rather that it provide the best possible fit and coverage, through a combination of:
1. Correctly-sized panels and carrier, determined through appropriate measurement; and
2. Properly adjusted straps, harnesses, fasteners, flaps, or other adjustable features.

The American Society for Testing and Materials (ASTM) International has made available the Standard Practice for Body Armor Wearer Measurement and Fitting of Armor (Active Standard ASTM E3003) available at no cost. The Personal Armor Fit Assessment checklist, is excerpted from ASTM E3003.

Cybersecurity Training Requirement
Local units of governments must comply with the Cybersecurity Training requirements described in Section 772.012 and Section 2054.5191 of the Texas Government Code. Local governments determined to not be in compliance with the cybersecurity requirements required by Section 2054.5191 of the Texas Government Code are ineligible for OOG grant funds until the second anniversary of the date the local government is determined ineligible. Government entities must annually certify their compliance with the training requirements using the Cybersecurity Training Certification for State and Local Governments. A copy of the Training Certification must be uploaded to your eGrants application. For more information or to access available training programs, visit the Texas Department of Information Resources Statewide Cybersecurity Awareness Training page.

Criminal History Reporting
Entities receiving funds from PSO must be located in a county that has an average of 90% or above on both adult and juvenile dispositions entered into the computerized criminal history database maintained by the Texas Department of Public Safety (DPS) as directed in the *Texas Code of Criminal Procedure, Chapter 66*. The disposition completeness percentage is defined as the percentage of arrest charges a county reports to DPS for which a disposition has been subsequently reported and entered into the computerized criminal history system.

Counties applying for grant awards from the Office of the Governor must commit that the county will report at least 90% of convictions within five business days to the Criminal Justice Information System at the Department of Public Safety.

Uniform Crime Reporting (UCR)
Eligible applicants operating a law enforcement agency must be current on reporting complete UCR data and the Texas specific reporting mandated by 411.042 TGC, to the Texas Department of Public Safety (DPS) for inclusion in the annual Crime in Texas (CIT) publication. To be considered eligible for funding, applicants must have submitted a full twelve months of accurate data to DPS for the most recent calendar year by the deadline(s) established by DPS. Due to the importance of timely reporting, applicants are required to submit complete and accurate UCR data, as well as the Texas-mandated reporting, on a no less than monthly basis and respond promptly to requests from DPS related to the data submitted.

Compliance with State and Federal Laws, Programs and Procedures
Local units of government, including cities, counties and other general purpose political subdivisions, as appropriate, and institutions of higher education that operate a law enforcement agency, must comply with all aspects of the programs and procedures utilized by the U.S. Department of Homeland Security ("DHS") to: (1) notify DHS of all information requested by DHS related to illegal aliens in Agency's custody; and (2) detain such illegal aliens in accordance with requests by DHS. Additionally, counties and municipalities may NOT have in effect, purport to have in effect, or make themselves subject to or bound by, any law, rule, policy, or practice (written or unwritten) that would: (1) require or authorize the public disclosure of federal law enforcement information in order to conceal, harbor, or shield from detection fugitives from justice or aliens illegally in the United States; or (2)

impede federal officers from exercising authority under 8 U.S.C. § 1226(a), § 1226(c), § 1231(a), § 1357(a), § 1366(1), or § 1366(3). Lastly, eligible applicants must comply with all provisions, policies, and penalties found in Chapter 752, Subchapter C of the Texas Government Code.

Each local unit of government, and institution of higher education that operates a law enforcement agency, must download, complete and then upload into eGrants the CEO/Law Enforcement Certifications and Assurances Form certifying compliance with federal and state immigration enforcement requirements. This Form is required for each application submitted to OOG and is active until August 31, 2023 or the end of the grant period, whichever is later.

Civil Rights Liaison
A civil rights liaison who will serve as the grantee's civil rights point of contact and who will be responsible for ensuring that the grantee meets all applicable civil rights requirements must be designated. The designee will act as the grantee's liaison in civil rights matters with PSO and with the federal Office of Justice Programs.

Enter the Name of the Civil Rights Liaison:

Asha Pender
Enter the Address for the Civil Rights Liaison:

Killeen Police Department 3304 Community Boulevard Killeen, TX 76542
Enter the Phone Number for the Civil Rights Liaison [(999) 999-9999 x9999]:

(254) 501-8811
Overall Certification
Each applicant agency must certify to the specific requirements detailed above as well as to comply with all requirements within the PSO Funding Announcement, the *Guide to Grants*, the *Grantee Conditions and Responsibilities*, any authorizing or applicable state and federal statutes and regulations to be eligible for this program.

X I certify to all of the application content & requirements.

Project Abstract :

1. Duties – The department will all sworn employed with the agency with rifle-resistant body armor. The majority of officers and sworn supervisors who will be so equipped are responsible for responding to calls for service, conducting investigations, executing warrants and making arrests, all of which could potentially expose them to gunfire. The remaining officers and sworn supervisors are assigned primarily to command staff and administrative roles, but at any time could be called upon to assist with/react to high risk incidents involving active shooters and/or gun fire. At the Killeen Police Department, all sworn employees are be required to fulfill the basic functions of police officer. This includes responding to circumstances where rifle resistant body armor may be needed. Under the

previous grant, not all sworn officers were eligible for this grant, so the intent is to outfit all sworn employees with similar protective gear given the possibility of that need. That said, all sworn officers at or below the rank of Commander perform or are expected to be ready to perform patrol functions, conduct traffic stop and other first responder activities, and/or search/arrest warrant execution. If employees at or above the rank of Commander are not eligible, we would request to reduce the quantity of armor ordered by 7 sets. 2. History – The City of Killeen has historically had issues related to violent crime, specifically gun violence. Currently, gang activity involving deadly conduct and shootings have occurred (on average), on at least a weekly basis. Within the past several months alone, our officers have responded to numerous drive by shootings, and at at least one of these incidents nearly two dozen rifle rounds were discharged at a residence. At least one currently at-large person of interest in a homicide is believed to have a rifle with a high capacity drum magazine, dramatically increasing his capacity to deploy deadly force against lawful authorities. In 2013, a member of or Tactical Response Unit was killed by an assailant armed with a rifle. The officer was struck in an area not protected by his upgraded body armor. This incident is a stark reminder of the dangers faced by our officers. 3. Multi-Agency Breakdown – This is not a multi-agency project.

Problem Statement :

The problem as it relates to this project is simply that all the rifle resistant body armor purchased under a different grant is nearing the end of its' warranted life, so a replacement of this equipment is due.

Supporting Data :

The recommended duty life for the armor previously replaced is 5 years, and these items were purchased in/around 2018.

Project Approach & Activities:

The methodology to source and purchase a comparable new product to replace the existing equipment. The requested grant amount is more than was previously provided for the initial equipment purchase years ago; this would allow for any deviation in price over the proceeding years, as well as allow potential for an upgraded (lighter) type of plating. The goal would be to use less than the requested amount if possible to accomplish this project, in keeping with the spirit of fiscal responsibility.

Capacity & Capabilities:

The Killeen Police Department has existed for over 100 years, and we have usually been the largest municipal police department between Austin and Dallas in terms of total employees. Staff has experience with researching new equipment, managing grants and providing gear to employees. We successfully executed a previous rifle resistant body armor grant to make the initial purchase.

Performance Management :

We will measure grant performance by tracking how many existing sworn employees have their equipment replaced. Success will be determined by the percentage of current employees who have had their rifle resistant body armor replaced with the new gear.

Target Group :

n/a

Evidence-Based Practices:

n/a

Project Activities Information

Introduction

This section contains questions about your project. It is very important for applicants to review their funding announcement for guidance on how to fill out this section. Unless otherwise specified, answers should be about the EXPECTED activities to occur during the project period.

Selected Project Activities:

ACTIVITY	PERCENTAGE:	DESCRIPTION
Equipment and Technology	100.00	Officers will be issued this rifle resistant body armor to have available and accessible while on duty and responding to threats involving rifles, shotguns, or other long barrel rifle systems. The body armor is worn over the concealed soft body armor providing the officers layered protection against higher caliber rifle rounds. Any officer is subject to responding to a rifle threat at any time while on duty, regardless of assignment. The outer vest (rifle plate or body armor carrier) readily identifies the officer as POLICE and is important for those who respond in plain clothes so that they are quickly recognized as police in an emergency situation such as an active shooter.

CJD Purpose Areas

PERCENT DEDICATED	PURPOSE AREA	PURPOSE AREA DESCRIPTION

Measures Information

Objective Output Measures

OUTPUT MEASURE	TARGET LEVEL

Equipment or technology: Individuals/ operators equipped	253
Equipment or technology: Organizations directly using	1
Number of bullet resistant vests purchased with grant funds.	253

Objective Outcome Measures

OUTCOME MEASURE	TARGET LEVEL

Custom Output Measures

CUSTOM OUTPUT MEASURE	TARGET LEVEL

Custom Outcome Measures

CUSTOM OUTCOME MEASURE	TARGET LEVEL

Resolution from Governing Body

Applications from nonprofit corporations, local units of governments, and other political subdivisions must include a resolution that contains the following:

1. Authorization by your governing body for the submission of the application to the Public Safety Office (PSO) that clearly identifies the name of the project for which funding is requested;
2. A commitment to provide all applicable matching funds;
3. A designation of the name and/or title of an authorized official who is given the authority to apply for, accept, reject, alter, or terminate a grant (Note: If a name is provided, you must update the PSO should the official change during the grant period.); and
4. A written assurance that, in the event of loss or misuse of grant funds, the governing body will return all funds to PSO.

Upon approval from your agency's governing body, upload the approved resolution to eGrants by clicking on the **Upload Files** sub-tab located in the **Summary** tab.

Contract Compliance

Will PSO grant funds be used to support any contracts for professional services?

Select the appropriate response:

_ Yes
X No

For applicant agencies that selected **Yes** above, describe how you will monitor the activities of the sub-contractor(s) for compliance with the contract provisions (including equipment purchases), deliverables, and all applicable statutes, rules, regulations, and guidelines governing this project.

Enter a description for monitoring contract compliance:

Lobbying

For applicant agencies requesting grant funds in excess of $100,000, have any federally appropriated funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant loan, or cooperative agreement?

Select the appropriate response:

_ Yes
X No
_ N/A

For applicant agencies that selected either **No** or **N/A** above, have any non-federal funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress in connection with this federal contract, loan, or cooperative agreement?

Select the appropriate response:

_ Yes
X No
_ N/A

Fiscal Year

Provide the begin and end date for the applicant agency's fiscal year (e.g., 09/01/20xx to 08/31/20xx).

Enter the Begin Date [mm/dd/yyyy]:

10/1/2022
Enter the End Date [mm/dd/yyyy]:

9/30/2023

Sources of Financial Support

Each applicant must provide the amount of grant funds expended during the most recently completed fiscal year for the following sources:

Enter the amount (in Whole Dollars $) of Federal Grant Funds expended:

12441547
Enter the amount (in Whole Dollars $) of State Grant Funds expended:

613507

Single Audit

Applicants who expend less than $750,000 in federal grant funding or less than $750,000 in state grant funding are exempt from the Single Audit Act and cannot charge audit costs to a PSO grant. However, PSO may require a limited scope audit as defined in 2 CFR Part 200, Subpart F - Audit Requirements.

Has the applicant agency expended federal grant funding of $750,000 or more, or state grant funding of $750,000 or more during the most recently completed fiscal year?

Select the appropriate response:

X Yes
_ No

Applicant agencies that selected **Yes** above, provide the date of your organization's last annual single audit, performed by an independent auditor in accordance with the State of Texas Single Audit Circular; or CFR Part 200, Subpart F - Audit Requirements.

Enter the date of your last annual single audit:

9/30/2020

Debarment

Each applicant agency will certify that it and its principals (as defined in 2 CFR Part 180.995):

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal Court, or voluntarily excluded from participation in this transaction by any federal department or agency;
- Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
- Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in the above bullet; and have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

Select the appropriate response:

X I Certify
_ Unable to Certify

If you selected **Unable to Certify** above, please provide an explanation as to why the applicant agency cannot certify the statements.

Fiscal Capability Information

Section 1: Organizational Information

*** FOR PROFIT CORPORATIONS ONLY ***

Enter the following values in order to submit the application
Enter the Year in which the Corporation was Founded: 0
Enter the Date that the IRS Letter Granted 501(c)(3) Tax Exemption Status: 01/01/1900
Enter the Employer Identification Number Assigned by the IRS: 0
Enter the Charter Number assigned by the Texas Secretary of State: 0

Enter the Year in which the Corporation was Founded:

Enter the Date that the IRS Letter Granted 501(c)(3) Tax Exemption Status:

Enter the Employer Identification Number Assigned by the IRS:

Enter the Charter Number assigned by the Texas Secretary of State:

Section 2: Accounting System

The grantee organization must incorporate an accounting system that will track direct and indirect costs for the organization (general ledger) as well as direct and indirect costs by project (project ledger). The grantee must establish a time and effort system to track personnel costs by project. This should be reported on an hourly basis, or in increments of an hour.

Is there a list of your organization's accounts identified by a specific number (i.e., a general ledger of accounts)?

Select the appropriate response:

_ Yes
_ No

Does the accounting system include a project ledger to record expenditures for each Program by required budget cost categories?

Select the appropriate response:

_ Yes
_ No

Is there a timekeeping system that allows for grant personnel to identify activity and requires signatures by the employee and his or her supervisor?

Select the appropriate response:

_ Yes
_ No

If you answered 'No' to any question above in the Accounting System section, in the space provided below explain what action will be taken to ensure accountability.

Enter your explanation:

Section 3: Financial Capability

Grant agencies should prepare annual financial statements. At a minimum, current internal balance sheet and income statements are required. A balance sheet is a statement of

financial position for a grant agency disclosing assets, liabilities, and retained earnings at a given point in time. An income statement is a summary of revenue and expenses for a grant agency during a fiscal year.

Has the grant agency undergone an independent audit?

Select the appropriate response:

_ Yes
_ No

Does the organization prepare financial statements at least annually?

Select the appropriate response:

_ Yes
_ No

According to the organization's most recent Audit or Balance Sheet, are the current total assets greater than the liabilities?

Select the appropriate response:

_ Yes
_ No

If you selected 'No' to any question above under the Financial Capability section, in the space provided below explain what action will be taken to ensure accountability.

Enter your explanation:

Section 4: Budgetary Controls

Grant agencies should establish a system to track expenditures against budget and / or funded amounts.

Are there budgetary controls in effect (e.g., comparison of budget with actual expenditures on a monthly basis) to include drawing down grant funds in excess of:

a) Total funds authorized on the Statement of Grant Award?

_ Yes
_ No

b) Total funds available for any budget category as stipulated on the Statement of Grant Award?

_ Yes
_ No

If you selected 'No' to any question above under the Budgetary Controls section, in the space provided below please explain what action will be taken to ensure accountability.

Enter your explanation:

Section 5: Internal Controls

Grant agencies must safeguard cash receipts, disbursements, and ensure a segregation of duties exist. For example, one person should not have authorization to sign checks and make deposits.

Are accounting entries supported by appropriate documentation (e.g., purchase orders, vouchers, receipts, invoices)?

Select the appropriate response:

_ Yes
_ No

Is there separation of responsibility in the receipt, payment, and recording of costs?

Select the appropriate response:

_ Yes
_ No

If you selected 'No' to any question above under the Internal Controls section, in the space provided below please explain what action will be taken to ensure accountability.

Enter your explanation:

Budget Details Information

Budget Information by Budget Line Item:

CATEGORY	SUB CATEGORY	DESCRIPTION	OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL	UNIT/%

Supplies and Direct Operating Expenses	Bulletproof Vest ($5,000 or less per unit)	Protech Tactical DT206C Level III plates: 253@ $800 = $202,400 . MOLLE Crossover Carriers: 250.435 @ $230 = $57,600.	$260,000.00	$0.00	$0.00	$0.00	$260,000.00	0

Source of Match Information

Detail Source of Match/GPI:

DESCRIPTION	MATCH TYPE	AMOUNT

Summary Source of Match/GPI:

Total Report	Cash Match	In Kind	GPI Federal Share	GPI State Share
$0.00	$0.00	$0.00	$0.00	$0.00

Budget Summary Information

Budget Summary Information by Budget Category:

CATEGORY	OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
Supplies and Direct Operating Expenses	$260,000.00	$0.00	$0.00	$0.00	$260,000.00

Budget Grand Total Information:

OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
$260,000.00	$0.00	$0.00	$0.00	$260,000.00

Condition Of Fundings Information

Condition of Funding / Project Requirement	Date Created	Date Met	Hold Funds	Hold Line Item Funds
Compliance with State and Federal Laws, Programs and Procedures: Local units of government, including cities, counties and other general purpose political subdivisions, as appropriate, and institutions of higher education that operate a law enforcement agency, must comply with all aspects of the programs and procedures utilized by the U.S. Department of Homeland Security ("DHS") to: (1) notify DHS of all information requested by DHS related to illegal aliens in Agency's custody; and (2) detain such illegal aliens in accordance with requests by DHS. Additionally, counties and municipalities may NOT have in effect, purport to have in effect, or make themselves subject to or bound by, any law, rule, policy, or practice (written or unwritten) that would: (1) require or authorize the public disclosure of federal law enforcement information in order to conceal, harbor, or shield from detection fugitives from justice or aliens illegally in the United States; or (2) impede federal officers from exercising authority under 8 U.S.C. § 1226(a), § 1226(c), § 1231(a), § 1357(a), § 1366(1), or § 1366(3). Lastly, eligible grantees/applicants must comply with all provisions, policies, and penalties found in Chapter 752, Subchapter C of the Texas Government Code. Each local unit of government and institution of higher education that operates a law enforcement agency must download, complete and then return the **CEO/Law Enforcement Certifications and Assurances Form** certifying compliance with federal and state immigration enforcement requirements.	3/31/2022 1:12:22 PM	6/13/2022	No	No
Resolution: Applications from nonprofit corporations, local units of governments, and other political subdivisions must submit a resolution electronically using the 'Upload'	3/31/2022 1:12:37 PM		Yes	No

function in the eGrants system. The resolution must contain the following: • Authorization by your governing body for the submission of the application to OOG that clearly identifies the name of the project for which funding is requested; • A commitment to provide all applicable matching funds; • A designation of the name and/or title of an authorized official who is given the authority to apply for, accept, reject, alter, or terminate a grant (Note: If a name is provided, you must update OOG should the official change during the grant period.); and • A written assurance that, in the event of loss or misuse of grant funds, the governing body will return all funds to OOG.				
This grant must be administered by the Police Department, Sheriff's Office, Constable Precinct, or other Law Enforcement Division/Department within the grantee organization as submitted in the original application. Deviation from the approved budget or project scope requires prior authorization from the Public Safety Office. Failure to comply with this requirement could result in the termination of your grant.	7/18/2022 5:49:39 PM		No	No

You are logged in as **User Name**: Heather Arrington ; UserName: harrington * INTERNALUSER

Statement of Grant Award (SOGA)

The Statement of Grant Award is the official notice of award from the Office of the Governor (OOG). This Grant Agreement and all terms, conditions, provisions and obligations set forth herein shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns and all other State of Texas agencies and any other agencies, departments, divisions, governmental entities, public corporations, and other entities which shall be successors to each of the Parties or which shall succeed to or become obligated to perform or become bound by any of the covenants, agreements or obligations hereunder of each of the Parties hereto.

The approved project narrative and budget for this award are reflected in eGrants on the 'Narrative' and 'Budget/Details' tabs. By accepting the Grant Award in eGrants, the Grantee agrees to strictly comply with the requirements and obligations of this Grant Agreement including any and all applicable federal and state statutes, regulations, policies, guidelines and requirements. In instances where conflicting requirements apply to a Grantee, the more restrictive requirement applies.

The Grant Agreement includes the Statement of Grant Award; the OOG Grantee Conditions and Responsibilities; the Grant Application in eGrants; and the other identified documents in the Grant Application and Grant Award, including but not limited to: 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Chapter 783 of the Texas Government Code, Title 34, Part 1, Chapter 20, Subchapter E, Division 4 of the Texas Administrative Code, and the Uniform Grant Management Standards (UGMS) developed by the Comptroller of Public Accounts; the state Funding Announcement or Solicitation under which the grant application was made, and for federal funding, the Funding Announcement or Solicitation under which the OOG was awarded funds; and any applicable documents referenced in the documents listed above. For grants awarded from the U.S. Department of Justice, the current applicable version of the Department of Justice Grants Financial Guide and any applicable provisions in Title 28 of the CFR apply. For grants awarded from the Federal Emergency Management Agency (FEMA), all Information Bulletins and Policies published by the FEMA Grants Program Directorate apply. The OOG reserves the right to add additional responsibilities and requirements, with or without advance notice to the Grantee.

By clicking on the 'Accept' button within the 'Accept Award' tab, the Grantee accepts the responsibility for the grant project, agrees and certifies compliance with the requirements outlined in the Grant Agreement, including all provisions incorporated herein, and agrees with the following conditions of grant funding. The grantee's funds will not be released until the grantee has satisfied the requirements of the following Condition(s) of Funding and Other Fund-Specific Requirement(s), if any, cited below:

Grant Number:	4561201	**Award Amount:**	$260,000.00
Date Awarded:	10/6/2022	**Grantee Cash Match:**	$0.00
Grant Period:	10/01/2022 - 09/30/2023	**Grantee In Kind Match:**	$0.00
Liquidation Date:	12/29/2023	**Grantee GPI:**	$0.00

Program Fund:	BG-Rifle-Resistant Body Armor Grant Program (BAGP)	**Total Project Cost:**	$260,000.00
Grantee Name:	Killeen, City of		
Project Title:	Rifle-Resistant Body Armor		
Grant Manager:	Shayla Smothers		
Unique Entity Identifier (UEI):	LKV2KLTN9M48		

CFDA:	N/A
Federal Awarding Agency:	N/A - State Funds
Federal Award Date:	N/A - State Funds
Federal/State Award ID Number:	2023-BG-ST-0025
Total Federal Award/State Funds Appropriated:	$10,000,000.00
Pass Thru Entity Name:	Texas Office of the Governor – Criminal Justice Division (CJD)
Is the Award R&D:	No
Federal/State Award Description:	To equip law enforcement officers at risk of shootings with rifle-resistant body armor.

Vendor Contract Information Summary

Vendor Name	GT Distributors, Inc.
Contact	David Curtis
Phone Number	512-451-8298
Email	sales@gtdist.com
Website	www.gtdist.com
Federal ID	74-2339528
Accepts RFQs	Yes
Address Line 1	2545 Brockton Dr. Ste 100
Vendor City	Austin
Vendor Zip	78758
Vendor State	TX
Vendor Country	USA
Delivery Days	360
Freight Terms	FOB Destination
Payment Terms	Net 30 days
Shipping Terms	Common Carrier
Ship Via	Common Carrier
Is Designated Dealer	No
EDGAR Forms Received	Yes
Service-Disabled Veteran Owned	No
Minority Owned	No
Women Owned	No
Is National	Yes
No Excluded Foreign Terrorist Orgs	Yes
No Israel Boycott Certificate	Yes
Is MWBE	No
Regions Served	All Texas Regions
States Served	Alabama, Florida, Georgia, Louisiana, Michigan, Nebraska, New Mexico, Oklahoma, Tennessee, Texas
Contract Name	Public Safety and Firehouse Supplies and Equipment
Contract #	603-20
Effective Date	04/01/2020
Expiration Date	03/31/2023
Quote Reference Number	603-20

Return Policy	15% restocking fee for returns. Customized goods: no returns are permitted unless the item is defective. Returns are handled on a case by case basis. Please review our full return policy.
Additional Dealers	GT Distributors, Dallas, TX

RIFLE RESISTANT BODY ARMOR GRANT

RS-23-004

January 3, 2023

Rifle Resistant Body Armor Grant

- Background:
  - Sworn employees with the Killeen Police Department are issued soft body armor, required to be worn at all times while performing uniformed duties.
  - This armor is generally rated for pistol ammunition, not rifle-caliber ammunition.
  - Killeen PD has had previous encounters with subjects armed with rifles and rifle-caliber ammunition.

Rifle Resistant Body Armor Grant

- Background, continued:
  - In FY 2017-2018, the City accepted a grant that enabled the purchase of rifle-resistant body armor for the majority of sworn employees.
  - The warranted life for this equipment is five (5) years, and within the next year this armor will be due for replacement.
- Earlier this year, the Police Department applied for a state grant, and was awarded $260,000 that would outfit all sworn employees with rifle resistant body armor.

Rifle Resistant Body Armor Grant

- GT Distributors has the best price for the replacement body armor, and they belong to the TASB purchasing cooperative.
- Council previously approved a resolution for this FY, allowing the PD to spend budgeted funds not to exceed $324,565 with GT Distributors.
- This project requires accepting the grant award of $260,000 for the body armor replacement, and authorizing a corresponding amendment to the Police Department budget.
- The authorized expenditure with GT Distributors would also increase to an amount not to exceed $584,565.

Funding

- Previous Fiscal Year expenses: $0 for this purchase
- Projected Expenses:
  - $260,000
- Total projected expenses with GT Distributors are not expected to exceed $584,565, of which $260,000 is for this project.

Alternatives

- Disapprove grant.
  - Doing so will adversely affect the department's ability to replace a critical piece of equipment.
- Approve grant, but deny increased expenditure with GT Distributors.
- Approve the purchases as proposed.

Recommendation

- Staff recommends that the City Manager or his designee be authorized to accept the grant award of $260,000, amend the Police Department budget accordingly, and increase the expenditures with GT Distributors to an amount not to exceed $584,565 in city funds for the current fiscal year.

City of Killeen

Staff Report

File Number: RS-23-005

1	City Council Workshop	01/03/2023	Reviewed and Referred	City Council	01/10/2023

Consider a memorandum/resolution accepting the Victims of Crime Act (VOCA) Crisis Assistance Program grant through the Office of the Governor, Criminal Justice Division.

DATE: **January 03, 2023**

TO: **Kent Cagle, City Manager**

FROM: **Charles F. Kimble, Chief of Police**

SUBJECT: **FY 2023 Crisis Assistance Program Grant Application**

BACKGROUND AND FINDINGS:

The Victim Assistance Office of the Killeen Police Department applied for and has been awarded a one-year grant from the Office of the Governor, Criminal Justice Division, for the purpose of funding the continuation of the police department's Crisis Assistance Program to be administered through Victim's Assistance. This grant will provide funding for continued professional counseling services to victims of violent crimes, emergency financial assistance for transportation (e.g., bus tickets), temporary immediate shelter services for safety (motel expenses), and emergency safety related repairs to a home structure. Funding from this award will also fund a clerk position for Victim Assistance for one year. This grant covers all salary, benefits, training, and office supply expenses for the clerk position. This is a continuation grant that enhances victim services.

THE ALTERNATIVES CONSIDERED:

1. Decline the grant and discontinue the counseling services to the victims of crime.

2. Accept the grant to continue and enhance the current Crisis Assistance Program already in place that provides counseling services to victims of crime and provides training to staff and volunteers.

Which alternative is recommended? Why?

Staff recommends accepting the grant so that services will continue to be available for victims of crime and enhance the current Crisis Assistance Program.

CONFORMITY TO CITY POLICY:

Conforms to City policy.

FINANCIAL IMPACT:

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

The grant award covers the period of October 1, 2022, to September 30, 2023. The total cost of the program over the grant period is $98,061.02. There is no requirement for the City of Killeen to

provide matching funds.

Is this a one-time or recurring expenditure?

One-time expenditure

Is this expenditure budgeted?

Yes, funds are available in the Law Enforcement Grant Fund.

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 the City Council authorize the City Manager to accept the 2023 VOCA grant award for the Killeen Crisis Assistance Program; the City Manager to sign the application, reject, alter or terminate the grant; to commit to the required matching funds, in the form of in-kind contributions, and to permit the Killeen Police Department to allocate and administer the duties required by the grant, under the oversight of the City's Finance Department. In the event of loss or misuse of grant funds, the City agrees to return all funds to the Criminal Justice Division of the Office of the Governor.

Required Language for Grant:

- Project Name: Crisis Assistance Program
- Authorized Official for the City of Killeen: Kent Cagle, City Manager.
- The City assures that in the event of loss or misuse of grant funds, the City will return all funds to the Criminal Justice Division (CJD)

DEPARTMENTAL CLEARANCES:

Finance
Human Resources
Legal

ATTACHED SUPPORTING DOCUMENTS:

Grant Application

Print This Page

Agency Name: Killeen, City of
Grant/App: 3597604 **Start Date:** 10/1/2022 **End Date:** 9/30/2023

Project Title: Crisis Assistance Program
Status: Pending AO Acceptance of Award

Eligibility Information

Your organization's Texas Payee/Taxpayer ID Number:
17460015047006

Application Eligibility Certify:
Created on:12/16/2021 1:54:40 PM By:Kimberly Isett

Profile Information

Applicant Agency Name: Killeen, City of
Project Title: Crisis Assistance Program
Division or Unit to Administer the Project: Killeen Police Department - Office of Management and Budget
Address Line 1: 3304 Community Blvd.
Address Line 2:
City/State/Zip: Killeen Texas 76542-6381
Start Date: 10/1/2022
End Date: 9/30/2023

Regional Council of Goverments(COG) within the Project's Impact Area: Central Texas Council of Governments
Headquarter County: Bell
Counties within Project's Impact Area: Bell

Grant Officials:
Authorized Official
Name: Kent Cagle
Email: kcagle@killeentexas.gov
Address 1: 101 N College Street
Address 1:
City: Killeen, Texas 76540
Phone: 254-501-7700 Other Phone: 254-383-7945
Fax: 254-634-2484
Title: Mr.
Salutation: Mr.
Position: City Manager

Financial Official
Name: Kitty Guerrero
Email: cvenzlauskas-guerrero@killeentexas.gov
Address 1: 3304 Community Blvd
Address 1:
City: Killeen, Texas 76542
Phone: 254-501-8952 Other Phone:
Fax: 254-200-7978
Title: Ms.
Salutation: Ms.
Position: Killeen Police Dept Finance Manager

Project Director
Name: Judith Tangalin
Email: jtangalin@killeentexas.gov
Address 1: 802 N. 2nd Street
Address 1:
City: Killeen, Texas 76540
Phone: 254-501-7743 Other Phone:
Fax:
Title: Ms.
Salutation: Ms.
Position: Controller

Grant Writer
Name: Kimberly Isett
Email: kisett@killeentexas.gov
Address 1: 3304 Community Blvd
Address 1:
City: Killeen, Texas 76542
Phone: 254-501-7698 Other Phone: 254-768-1276
Fax:
Title: Ms.
Salutation: Ms.
Position: Crime Victim Liaison

Grant Vendor Information

Organization Type: Unit of Local Government (City, Town, or Village)
Organization Option: applying to provide direct services to victims only
Applicant Agency's State Payee Identification Number (e.g., Federal Employer's Identification (FEI) Number or Vendor ID): 17460015047006
Unique Entity Identifier (UEI): LKV2KLTN9M48

Narrative Information

Introduction

The purpose of this program is to provide services and assistance directly to victims of crime to speed their recovery and aid them through the criminal justice process. Services may include the following:

- responding to the emotional and physical needs of crime victims;
- assisting victims in stabilizing their lives after a victimization;
- assisting victims to understand and participate in the criminal justice system; and
- providing victims with safety and security.

The funding announcement, located on the eGrants Calendar page, describes the organization types, activities, and costs that are eligible under the announcement. The PSO's eGrants User Guide to Creating an Application guides applicants through the process of creating and submitting an application in eGrants. Information and guidance related to the management and use of grant funds can be found in the PSO's Guide to Grants, located on the PSO Resource for Applicants and Grantees webpage.

Program-Specific Questions

Culturally Competent Victim Restoration

Victim service providers must have the ability to blend cultural knowledge and sensitivity with victim restoration skills for a more effective and culturally appropriate recovery process. Cultural competency occurs when: (1) cultural knowledge, awareness and sensitivity are integrated into action and policy; (2) the service is relevant to the needs of the community and provided by trained staff, board members, and management; and (3) an advocate or organization recognizes each client is different with different needs, feelings, ideas and barriers.

Provide information in this section regarding how your organization is culturally competent when providing services to victims.

The City of Killeen has a culturally diverse demographic population due to the City's close proximity to Ft. Hood which integrates multiple cultures and ethnic backgrounds associated with the military and general population. Crime victims in the City of Killeen are not limited to one culture or ethnicity, nor is there one specific group that is targeted more than another. Therefore, crime victim services continues to be prepared to provide services to all victims because each victim has different needs, feelings, ideas, barriers, and cultural diversities. To adequately and fairly serve our diverse population, staff and volunteers from different ethnic and cultural backgrounds successfully complete cultural diversity training designed to educate them in appropriate crisis assistance for victims and families of different ethnic and cultural backgrounds. The City's crime victim services department also utilizes resources to assist our City's underserved population including our homeless, LGBTQ, mental health, disabled, veterals, seniors, and those with language barriers. Our crime victim services staff is equipped with an international interpreter service to assist with language barriers while providing victim centered services and assistance.

Culturally Specific and Underserved Populations

Following are relevant definitions needed to answer this question.
- Underserved populations means populations who face barriers in accessing and using victim services, and includes populations underserved because of geographic location, religion, sexual orientation, gender identity, underserved racial and ethnic populations, populations underserved because of special needs (such as language barriers, disabilities, alienage status, or age), and any other population determined to be underserved by the Attorney General or by the Secretary of Health and Human Services, as appropriate.
- Culturally specific means the program is primarily directed toward racial and ethnic minority groups (as defined in section 1707(g) of the Public Health Service Act (42 U.S.C. 300u–6(g)).
- Racial and ethnic minority group means American Indians (including Alaska Natives, Eskimos, and Aleuts); Asian Americans; Native Hawaiians and other Pacific Islanders; Blacks; and Hispanics.
- Hispanic means individuals whose origin is Mexican, Puerto Rican, Cuban, Central or South American, or any other Spanish-speaking country.

Does your program have a primary focus on serving a culturally specific population? (The organization must do more than merely provide services to an underserved population or culturally specific group; rather, the organization's primary focus must be on providing culturally competent services designed to meet the specific needs of the target population in order to justify a YES response in the section below.)

_ Yes
X No

If you answered **'YES'** above, you must explain in the box below how your organization's program is specifically designed to focus on and meet the needs of culturally specific populations. If this item does not apply enter **'N/A'**.

N/A

Certifications

In addition to the requirements found in existing statute, regulation, and the funding announcement, this program requires applicant organizations to certify compliance with the following:

Forensic Medical Examination Payments

Health care facilities shall conduct a forensic medical examination of a victim of an alleged sexual assault if the victim arrived at the facility within 120 hours after the assault occurred and the victim consents to the examination. The victim is not required to participate in the investigation or prosecution of an offense as a condition of receiving a forensic medical examination, nor pay for the forensic examination or the evidence collection kit. Crime Victim Compensation funds may be used to pay for the medical portion of the exam unless the victim of sexual assault is required to seek reimbursement for the examination from their insurance carrier. If a health care facility does not provide diagnosis or treatment services for sexual assault victims, the facility is required to refer the victim to a facility that provides those services.

Confidentiality and Privacy

Applicant agrees to maintain the confidentiality of client-counselor information and research data, as required by state and federal law. Personally identifying information or individual information collected in connection with services requested, utilized, or denied may not be disclosed; or, reveal individual client information without informed, written, reasonably time-limited consent of the person about whom information is sought. If release of information is compelled by statutory or court mandate, reasonable attempts to provide notice to victims affected by the disclosure of information will be made and steps necessary to protect the privacy and

victims affected by the disclosure of information will be made and steps necessary to protect the privacy and safety of the persons affected by the release of information will be taken.

Activities that Compromise Victim Safety and Recovery
Applicant agrees to not engage in activities that jeopardize victim safety, deter or prevent physical or emotional healing for victims, or allow offenders to escape responsibility for their actions.

Polygraph Testing Prohibition
A peace officer or attorney representing the state may not require an adult or child victim of an alleged sex offense to submit to a polygraph examination or other truth telling device as a condition for proceeding with the investigation of such an offense. In addition, the refusal of a victim to submit to a polygraph or other truth telling examination will not prevent the investigation, charging, or prosecution of an alleged sex offense or on the basis of the results of a polygraph examination.

Protection Orders
Victims applying for a protective order or their attorney may not bear the costs associated with the filing of an order of protections.

Offender Firearm Prohibition
The applicant certifies that its judicial administrative policies and practices include notification to domestic violence offenders of the requirements delineated in section 18 USC § 992(g)(8) and (g)(9).

Criminal Charges
In connection with the prosecution of any misdemeanor or felony domestic violence offense, the victim may not bear the costs associated with the filing of criminal charges against a domestic violence offender, issuance or service of a warrant, or witness subpoena.

Cybersecurity Training Requirement
Local units of governments must comply with the Cybersecurity Training requirements described in Section 772.012 and Section 2054.5191 of the Texas Government Code. Local governments determined to not be in compliance with the cybersecurity requirements required by Section 2054.5191 of the Texas Government Code are ineligible for OOG grant funds until the second anniversary of the date the local government is determined ineligible. Government entities must annually certify their compliance with the training requirements using the Cybersecurity Training Certification for State and Local Governments. A copy of the Training Certification must be uploaded to your eGrants application. For more information or to access available training programs, visit the Texas Department of Information Resources Statewide Cybersecurity Awareness Training page.

Criminal History Reporting
Entities receiving funds from PSO must be located in a county that has an average of 90% or above on both adult and juvenile dispositions entered into the computerized criminal history database maintained by the Texas Department of Public Safety (DPS) as directed in the *Texas Code of Criminal Procedure, Chapter 66*. The disposition completeness percentage is defined as the percentage of arrest charges a county reports to DPS for which a disposition has been subsequently reported and entered into the computerized criminal history system.

Counties applying for grant awards from the Office of the Governor must commit that the county will report at least 90% of convictions within five business days to the Criminal Justice Information System at the

Department of Public Safety.

Uniform Crime Reporting (UCR)
Eligible applicants operating a law enforcement agency must be current on reporting complete UCR data and the Texas specific reporting mandated by 411.042 TGC, to the Texas Department of Public Safety (DPS) for inclusion in the annual Crime in Texas (CIT) publication. To be considered eligible for funding, applicants must have submitted a full twelve months of accurate data to DPS for the most recent calendar year by the deadline(s) established by DPS. Due to the importance of timely reporting, applicants are required to submit complete and accurate UCR data, as well as the Texas-mandated reporting, on a no less than monthly basis and respond promptly to requests from DPS related to the data submitted.

Immigration Legal Services
PSO prioritizes funding of projects that provide a full spectrum of counseling, crisis services, and other direct victim services. PSO will not fund projects that focus primarily on immigration legal services and do not provide a significant level of other types of victim services.

Discrimination
Applicant agrees not to discriminate against victims because they disagree with the State's prosecution of the criminal case.

Records
Applicant agrees to maintain daily time and attendance records specifying the time devoted to allowable victim services.

Volunteers
If awarded VOCA funds, applicant agrees to use volunteers to support either the project or other agency-wide services/activities, unless PSO determines that a compelling reason exists to waive this requirement.

Crime Victims' Compensation
Applicant agrees to assist crime victims in applying for crime victims' compensation benefits.

Community Efforts
Applicant agrees to promote community efforts to aid crime victims. Applicants should promote, within the community, coordinated public and private efforts to aid crime victims. Coordination efforts qualify an organization to receive these funds, but are not activities that can be supported with these funds.

Civil Rights Information
Applicant agrees to maintain statutorily required civil rights statistics on victims served by race, national origin, sex, age, and disability of victims served, within the timeframe established by PSO. This requirement is waived when providing services, such as telephone counseling, where soliciting the information may be inappropriate or offensive to the crime victim.

Victims of Federal Crime
Applicant agrees to provide equal services to victims of federal crime. (Note: Victim of federal crime is a victim of an offense that violates a federal criminal statute or regulation; federal crimes also include crimes that occur in an area where the federal government has jurisdiction, such as Indian reservations, some national parks,

some federal buildings, and military installations.)

No Charge
Applicant agrees to provide grant-funded services at no charge to victims of crime. Applicants are also prohibited from billing Crime Victims Compensation, private insurance, Medicaid, or Medicare for services provided using VOCA funds.

Effective Services
Applicants applying for funds to provide victim services must demonstrate a record of providing effective services to crime victims. (See "Eligible Organizations" in the Funding Announcement.)

College Campus Confidential Direct Services Providers
All personnel compensated through OOG or match funds are Confidential Direct Service Providers that maintain victim's confidentiality for all case information (written or oral) and share information only at the victim's request and with the victim's informed consent, except when release of information is required by law. Confidential Direct Service Providers compensated with grant funds shall not be required to disclose client or case information to any entity, including a campus Title IX officer or coordinator, except when release of information is required by law. A victim may not be coerced or required to file a report or disclose information regarding their victimization with any entity as a condition of receiving services from a Confidential Direct Service Provider.

Failure to comply with this certification may result in PSO, at its sole discretion, withholding reimbursement on personnel line items contained in the program budget until satisfactory evidence of compliance is provided.

Compliance with State and Federal Laws, Programs and Procedures
Local units of government, including cities, counties and other general purpose political subdivisions, as appropriate, and institutions of higher education that operate a law enforcement agency, must comply with all aspects of the programs and procedures utilized by the U.S. Department of Homeland Security ("DHS") to: (1) notify DHS of all information requested by DHS related to illegal aliens in Agency's custody; and (2) detain such illegal aliens in accordance with requests by DHS. Additionally, counties and municipalities may NOT have in effect, purport to have in effect, or make themselves subject to or bound by, any law, rule, policy, or practice (written or unwritten) that would: (1) require or authorize the public disclosure of federal law enforcement information in order to conceal, harbor, or shield from detection fugitives from justice or aliens illegally in the United States; or (2) impede federal officers from exercising authority under 8 U.S.C. § 1226(a), § 1226(c), § 1231(a), § 1357(a), § 1366(1), or § 1366(3). Lastly, eligible applicants must comply with all provisions, policies, and penalties found in Chapter 752, Subchapter C of the Texas Government Code.

Each local unit of government, and institution of higher education that operates a law enforcement agency, must download, complete and then upload into eGrants the CEO/Law Enforcement Certifications and Assurances Form certifying compliance with federal and state immigration enforcement requirements. This Form is required for each application submitted to PSO and is active until August 31, 2023 or the end of the grant period, whichever is later.

Civil Rights Liaison
A civil rights liaison who will serve as the grantee's civil rights point of contact and who will be responsible for ensuring that the grantee meets all applicable civil rights requirements must be designated. The designee will act as the grantee's liaison in civil rights matters with PSO and with the federal Office of Justice Programs.
Enter the Name of the Civil Rights Liaison:

Asha Pender
Enter the Address for the Civil Rights Liaison:
Killeen Police Department 3304 Community Blvd. Killeen, TX 76542
Enter the Phone Number for the Civil Rights Liaison [(999) 999-9999 x9999]:
254-501-8811

Overall Certification

Each applicant agency must certify to the specific requirements detailed above as well as to comply with all requirements within the PSO Funding Announcement, the *Guide to Grants*, the *Grantee Conditions and Responsibilities*, any authorizing or applicable state and federal statutes and regulations to be eligible for this program.

X I certify to all of the application content & requirements.

Project Abstract :

The Crisis Assistance Program will continue to promote the rights of victims of crime and provide victims with immediate access to specific services. These services will include on-scene crisis intervention and support; access to immediate counseling services; access to emergency assistance with transportation, food, clothing, and lodging; access to emergency assistance with home repairs to ensure that victims can establish and maintain safety in their residences; referrals to financial assistance; and connection to appropriate resources within the community. This project will continue to promote continuing education and training of paid and volunteer staff with regard to the most current victim services available in the State of Texas as well as any relevant national training. This project will also continue to maintain the victim services clerk position to ensure that more victims can receive the most efficient acknowledgement and access to the above-stated services.

Problem Statement :

Due to the high volume of violent incidents within the City of Killeen, there is a continuous and tremendous need for victim-related services; we currently only have one City of Killeen paid staff member dedicated to providing victim services. A continued need to be addressed within the project is the limited access that victims may encounter because there is only one paid staff member responsible for applying services and supervising volunteer staff. The additional staff member (victim services clerk) assists with providing these victim-related services and is greatly needed in order to continue to provide more victim-centered services. Services provided through this project would include immediate access to crisis intervention and support, access to emergency financial assistance related to transportation, food, lodging, clothing, safety needs of victims, and immediate access to counseling. Additionally, although victims of violent crime are eligible to apply for financial assistance through the Crime Victim Compensation program administered by the Texas Office of the Attorney General, not all victims are eligible to receive benefits and the length of time required to complete the application process, eligibility review, and determination of appropriate benefits may hinder victim's ability to immediately access appropriate assistance; victims may also experience delay in receiving trauma-informed counseling. And finally, there are very limited financial resources available within the City of Killeen that would allow paid staff and volunteers to enhance and expand their knowledge in the victim services field, while ensuring that most current practices and policies regarding victim services are actively in place. Funding from this grant would allow all of these issues to be appropriately addressed.

Supporting Data :

In 2021, Killeen Police officers generated more than 13,993 offense reports. More than 3,162 reports detailed criminal offenses involving acts of violence that required further investigation, arrest, and/or the application of victim services. More specifically, citizens of Killeen reported

approximately 755 felony offenses involving violence and 834 misdemeanor offenses involving violence. This includes 21 homicides, approximately 267 sexually based offenses, and approximately 621 aggravated assaults. An average of 8.7 incidents of violence were reported each day in the City of Killeen in 2021. This number does not include general calls for service involving violence that did not result in a criminal offense report. Note: 1,573 of our violent crimes are missing their severity information of felony or misdemeanor.

Project Approach & Activities:

The project will involve applying victim-centered, trauma-informed services. The project activities will include initial and continued training of staff and volunteers; the immediate response of victim services staff to victims of violent crime; the application of specific victim services, including immediate crisis intervention/support, eligible emergency financial assistance; crime victim compensation application assistance; and immediate access to counseling services. Access to immediate counseling services would involve activities that are included in the existing program. Notification of the availability of counseling will be provided to victims at the time of initial contact with program staff and through brochures and/or social media marketing. The program will will also involve the offering of emergency financial assistance to include costs of emergency related expenses; food, transportation, lodging, clothing; and making a victim's residence safe. The program also wants to continue with one additional staff position, a victim services clerk, whose duties will involve assisting the crime victim liaison with case management, direct interaction with victims, and the application and referral of victim-centered and trauma-informed victim services.

Capacity & Capabilities:
This project will be administered by paid staff, volunteer staff, and participating counseling professionals, with supervision by administrative and command staff of the Killeen Police Department and the City of Killeen. At this time, the Killeen Police Department employs a crime victim liaison with regard to the application of victim services. The current crime victim liaison has 13 years of Human Services experience and has been employed with the Killeen Police Department for approximately two years providing victim services in a law enforcement setting. With the use of our current VOCA Grant funding, we were able to hire a Victim Services Clerk through the program on November 08, 2021 because of the need within the City of Killeen's Police Department to provide victim services. The continuation of the victim services clerk position within the project will allow greater capacity and capability of connecting with victims of crime and it will allow more victims to access those services with little to no waiting period and very few restrictions. By continuing to have this additional paid staff member (victim services clerk), we will ensure that the program continues to function efficiently and in a timely manner in an effort to connect with as many victims as possible. By recruiting local counseling service providers, including, but not limited to licensed professional counselors, licensed medical/clinical social workers, psychiatrists, psychologists, and trauma counselors, to participate in the program, the project will ensure that victims will have access to crisis counseling/therapeutic sessions in a timely manner with no cost to the victim. The training and continuing education that the crisis assistance program staff will receive as a result of this funding will ensure that victims are provided with the most current and efficient services in a timely manner. The project will promote the continued collaboration with local victim service-related organizations, agencies, and programs such as Families in Crisis Safe Shelter for domestic violence and sexual assault victims, Aware Central Texas-Family Violence Unit, the Sexual Assault Response Team at Baylor Scott and White Hospital, the Bell County District Attorney's Office, The Bell County Attorney's Office, The Office of the Attorney General, Central Counties for MHMR Services, Ft. Hood Family Advocacy Center, MCH Family Outreach, Lone Star Legal Aid, and Common Thread, a project of BCFS Health and Human Services. These collaborations will continue in an effort to provide a continuum of care for victims of violent crimes, family violence, sexual assault, and human trafficking.

Performance Management :

The success of this project will be measured or determined by the number of individuals served and by tracking the progress of these individuals as they navigate the criminal justice system and the recovery process. We will utilize grant funded victim services tracking and reporting software to manage performance more efficiently. The crime victim liaison and victim services staff will collect and compile statistical data to track the success of the program and to determine if any modifications to the program are required to achieve the objectives. This statistical data will include, but is not limited to, services provided, the amount of time required by staff to assist the individual as well as the number of

appointments and the frequency of the appointments required to apply the full scope of services. It is the goal to serve at least 700 victims and/or individuals in crisis in a timely manner, to connect those individuals with services and resources in an effort to address the need for immediate access to crisis intervention and crisis counseling. The crisis assistance program will involve paid staff and volunteers responding at the time of the reporting of the criminal/traumatic incident or initiating contact with individuals following the criminal/traumatic incident in an effort to provide timely services in an attempt to achieve the objective of providing immediate access to applicable services and resources as well as reducing or eliminating an individual's exposure to trauma and/or continued violence.

Target Group :

The group of individuals that will benefit from this program are victims of violent crime, their family members, secondary victims, and at-risk witnesses. This will include residents of the City of Killeen as well as any individuals that reside outside of Killeen, but were victimized within the city limits of Killeen. In 2021, the City of Killeen Police Department responded to approximately 1,980 domestic violence related calls. Specifically, the majority of the population that this program will accommodate will be females between the ages of 25-50, and their children, who have been victims of family violence and who do not have immediate access to financial resources, safe shelter, and professional counseling due to lack of financial means.

Evidence-Based Practices:

The project approach and activities of the Crisis Assistance Program are modeled after evidence based programs. Victim-centered services that include trauma-informed care is supported by research and evaluation completed by Office of Victims of Crime (Vision 21, Transforming Victim Services, May 2013 and Victims of Crime: Indicators of Success Office of Crime Victims Advocacy Victims of Crime Program March 2012). In 2015, an article published in the Women's Health Journal, references research that indicates that trauma-informed care is essential in the successful treatment and healing of survivors from even a medical perspective (From Treatment to Healing:The Promise of Trauma-Informed Care-Edward Machtinger, MD; Yvette Cuca. PhD.; Naina Khanna, BS; Carol Dawson Rose, RN, PhD; Leigh Kimberg, MD). Due to this evidence-based research, the practice of victim-centered, trauma-informed care has been in place at the City of Killeen Police Department Crisis Assistance Program for many years and had been well-received by survivors and their family members. Victim-centered and trauma informed services promotes cooperation and collaboration between Killeen Police Department and victims of crime, while recognizing the importance of the victim's own expertise and ability to make sound decisions concerning their recovery and healing.

Project Activities Information

Introduction

This section contains questions about your project. It is very important for applicants to review their funding announcement for guidance on how to fill out this section. Unless otherwise specified, answers should be about the EXPECTED activities to occur during the project period.

Selected Project Activities:

ACTIVITY	PERCENTAGE:	DESCRIPTION
Crisis Services	85.00	Crisis Services will include immediate crisis response; crisis support; medical accompaniment; transportation; emergency financial assistance with eligible expenses such as emergency shelter, emergency food, emergency clothing, transportation, repair of residences in an effort to ensure safety of victims; coordination of long term safe shelter, assistance with crime victim compensation applications; court accompaniment upon request; Magistrate Order of Emergency Protection Order assistance; and referrals to appropriate local agencies for continued assistance and any other eligible activity that will aid in the recovery process.
Professional	15.00	Counseling services, traditional and non-traditional, with participating contractors to include licensed

Therapy and Counseling		professional counselors; licensed clinical social workers; psychiatrists, psychologists; licensed marriage and family therapists which may include specialized types of therapy such as animal therapy, play therapy, and art therapy. These services are to be provided to victims and eligible family members at no cost to the victim. We are hoping to be able to provide up to 8 counseling sessions at $80.00 per session to twenty-five (25) victims/family members, not to exceed $16,000 in total.

CJD Purpose Areas

PERCENT DEDICATED	PURPOSE AREA	PURPOSE AREA DESCRIPTION

Measures Information

Objective Output Measures

OUTPUT MEASURE	TARGET LEVEL
Number of counseling hours provided to survivors.	200
Number of survivors receiving counseling / therapy.	25
Number of survivors receiving crisis counseling.	25
Number of victims / survivors seeking services who were served.	700
Number of victims seeking services who were not served.	0

Objective Outcome Measures

OUTCOME MEASURE	TARGET LEVEL

Custom Output Measures

CUSTOM OUTPUT MEASURE	TARGET LEVEL

Custom Outcome Measures

CUSTOM OUTCOME MEASURE	TARGET LEVEL

Resolution from Governing Body

Applications from nonprofit corporations, local units of governments, and other political subdivisions must include a resolution that contains the following:

1. Authorization by your governing body for the submission of the application to the Public Safety Office (PSO) that clearly identifies the name of the project for which funding is requested;
2. A commitment to provide all applicable matching funds;
3. A designation of the name and/or title of an authorized official who is given the authority to apply for, accept, reject, alter, or terminate a grant (Note: If a name is provided, you must update the PSO should the official change during the grant period.); and
4. A written assurance that, in the event of loss or misuse of grant funds, the governing body will return all funds to PSO.

Upon approval from your agency's governing body, upload the approved resolution to eGrants by clicking on the **Upload Files** sub-tab located in the **Summary** tab.

Contract Compliance

Will PSO grant funds be used to support any contracts for professional services?

Select the appropriate response:
X Yes
_ No

For applicant agencies that selected **Yes** above, describe how you will monitor the activities of the sub-contractor(s) for compliance with the contract provisions (including equipment purchases), deliverables, and all applicable statutes, rules, regulations, and guidelines governing this project.

Enter a description for monitoring contract compliance:

Lobbying

For applicant agencies requesting grant funds in excess of $100,000, have any federally appropriated funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant loan, or cooperative agreement?

Select the appropriate response:
_ Yes
X No
_ N/A

For applicant agencies that selected either **No** or **N/A** above, have any non-federal funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress in connection with this federal contract, loan, or cooperative agreement?

Select the appropriate response:
_ Yes
X No
_ N/A

Fiscal Year

Provide the begin and end date for the applicant agency's fiscal year (e.g., 09/01/20xx to 08/31/20xx).

Enter the Begin Date [mm/dd/yyyy]:
10/1/2022
Enter the End Date [mm/dd/yyyy]:
9/30/2023

Sources of Financial Support

Each applicant must provide the amount of grant funds expended during the most recently completed fiscal year for the following sources:

Enter the amount (in Whole Dollars $) of Federal Grant Funds expended:

12441547

Enter the amount (in Whole Dollars $) of State Grant Funds expended:

613507

Single Audit

Applicants who expend less than $750,000 in federal grant funding or ess than $750,000 in state grant funding are exempt from the Single Audit Act and cannot charge audit costs to a PSO grant. However, PSO may require a limited scope audit as defined in 2 CFR Part 200, Subpart F - Audit Requirements.

Has the applicant agency expended federal grant funding of $750,000 or more, or state grant funding of $750,000 or more during the most recently completed fiscal year?

Select the appropriate response:

X Yes

_ No

Applicant agencies that selected **Yes** above, provide the date of your crganization's last annual single audit, performed by an independent auditor in accordance with the State of Texas Single Audit Circular; or CFR Part 200, Subpart F - Audit Requirements.

Enter the date of your last annual single audit:

9/30/2020

Equal Employment Opportunity Plan

Compliance

The EEOP certification information must be submitted to the Office of Civil Rights, Office of Justice Programs through their on-line EEOP Reporting Tool. For more information and guidance on how to complete and submit the federal EEOP certification information, please visit the US Department of Justice, Office of Justice Programs website at https://ojp.gov/about/ocr/eeop.htm.

Type I Entity

Defined as an applicant that meets one or more of the following criteria:

- has less than 50 employees;
- is a non-profit organization;
- is a medical institution;
- is an Indian tribe;
- is an educational institution, or
- is receiving a single award of less than $25,000.

Requirements

- The applicant agency is exempt from the requirement to prepare an EEOP because it is a Type I Entity as defined above, pursuant to 28 CFR 42, subpart E;
- the applicant will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services; and
- the applicant must submit EEOP Certification information the Office for Civil Rights (OCR) to claim the exemption from developing an EEOP.

Type II Entity

Defined as an applicant that meets the following criteria:

- has 50 or more employees, and
- is receiving a single award of $25,000 or more, but less than $500,000.

Requirements

- The applicant agency is required to formulate an EEOP in accordance with 28 CFR 42.301, subpart E;
- the EEOP is required to be formulated and signed into effect within the past two years by the proper authority;
- the EEOP is available for review by the public and employees or for review or audit by officials of OOG, OOG's designee, or the Office of Civil Rights, Office of Justice Programs, U.S. Department of Justice, as required by relevant laws and regulations;
- the applicant will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services;
- the applicant must submit EEOP information to the Office for Civil Rights (OCR) to claim the exemption from submitting an EEOP to OCR; and
- the EEOP is required to be on file with the applicant agency.

Enter the name of the person responsible for the EEOP and the address of the office where the EEOP is filed:
Eva Bark, Human Resources Director, 718 N. 2nd St., Bldg. H, Suite B, Killeen, TX 76541

Type III Entity
Defined as an applicant that is NOT a Type I or Type II Entity.

Requirements

• The EEOP is required to be formulated and signed into effect within the past two years by the proper authority;
• the EEOP has been submitted to the Office of Civil Rights (OCR), Office of Justice Programs, U.S. Department of Justice and has been approved by the OCR, or it will be submitted to the OCR for approval upon award of the grant, as required by relevant laws and regulations; and
• the applicant will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services; and
• the applicant must submit EEOP information to the Office for Civil Rights (OCR).

Certification
Based on the definitions and requirements above, the applicant agency certifies to the following entity type:
_ Type I Entity
_ Type II Entity
X Type III Entity

Debarment
Each applicant agency will certify that it and its principals (as defined in 2 CFR Part 180.995):
• Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal Court, or voluntarily excluded from participation in this transaction by any federal department or agency;
• Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
• Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in the above bullet; and have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

Select the appropriate response:
X I Certify
_ Unable to Certify

If you selected **Unable to Certify** above, please provide an explanation as to why the applicant agency cannot certify the statements.

FFATA Certification

Certification of Recipient Highly Compensated Officers

The Federal Funding Accountability and Transparency Act (FFATA) requires Prime Recipients (CJD) to report the names and total compensation of each of the five most highly compensated officers (a.k.a. positions) of each sub recipient organization for the most recently completed fiscal year preceding the year in which the grant is awarded if the subrecipient answers **YES** to the **FIRST** statement but **NO** to the **SECOND** statement listed below.

In the sub recipient's preceding completed fiscal year, did the sub recipient receive: (1) 80 percent or more of its annual gross revenue from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; AND (2) $25,000,000 or more in annual gross revenue from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements?

_ Yes
X No

Does the public have access to information about the compensation of the senior executives through periodic reports filed under Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or Section 6104 of the Internal Revenue Code of 1986?

_ Yes
X No

If you answered **YES** to the **FIRST** statement and **NO** to the **SECOND** statement, please provide the name and total compensation amount of each of the five most highly compensated officers (a.k.a. positions) within your agency for the current calendar year. If you answered NO to the first statement you are NOT required to provide the name and compensation amounts. NOTE: "Total compensation" means the complete pay package of each of the sub recipient's compensated officers, including all forms of money, benefits, services, and in-kind payments (see SEC Regulations: 17 CCR 229.402).

Position 1 - Name:
Position 1 - Total Compensation ($):
0
Position 2 - Name:
Position 2 - Total Compensation ($):
0
Position 3 - Name:
Position 3 - Total Compensation ($):
0
Position 4 - Name:
Position 4 - Total Compensation ($):
0
Position 5 - Name:
Position 5 - Total Compensation ($):
0

Fiscal Capability Information

Section 1: Organizational Information

*** FOR PROFIT CORPORATIONS ONLY ***

Enter the following values in order to submit the application
Enter the Year in which the Corporation was Founded: 0
Enter the Date that the IRS Letter Granted 501(c)(3) Tax Exemption Status: 01/01/1900
Enter the Employer Identification Number Assigned by the IRS: 0
Enter the Charter Number assigned by the Texas Secretary of State: 0

Enter the Year in which the Corporation was Founded:
Enter the Date that the IRS Letter Granted 501(c)(3) Tax Exemption Status:
Enter the Employer Identification Number Assigned by the IRS:
Enter the Charter Number assigned by the Texas Secretary of State:

Section 2: Accounting System

The grantee organization must incorporate an accounting system that will track direct and indirect costs for the organization (general ledger) as well as direct and indirect costs by project (project ledger). The grantee must establish a time and effort system to track personnel costs by project. This should be reported on an hourly basis, or in increments of an hour.
Is there a list of your organization's accounts identified by a specific number (i.e., a general ledger of accounts)?

Select the appropriate response:
_ Yes
_ No

Does the accounting system include a project ledger to record expenditures for each Program by required budget cost categories?

Select the appropriate response:
_ Yes
_ No

Is there a timekeeping system that allows for grant personnel to identify activity and requires signatures by the employee and his or her supervisor?

Select the appropriate response:
_ Yes
_ No

If you answered 'No' to any question above in the Accounting System section, in the space provided below explain what action will be taken to ensure accountability.

Enter your explanation:

Section 3: Financial Capability

Grant agencies should prepare annual financial statements. At a minimum, current internal balance sheet and income statements are required. A balance sheet is a statement of financial position for a grant agency disclosing assets, liabilities, and retained earnings at a given point in time. An income statement is a summary of revenue and expenses for a grant agency during a fiscal year.
Has the grant agency undergone an independent audit?

Select the appropriate response:
_ Yes
_ No

Does the organization prepare financial statements at least annually?

Select the appropriate response:
_ Yes
_ No

According to the organization's most recent Audit or Balance Sheet, are the current total assets greater than the liabilities?

Select the appropriate response:
_ Yes
_ No

If you selected 'No' to any question above under the Financial Capability section, in the space provided below explain what action will be taken to ensure accountability.

Enter your explanation:

Section 4: Budgetary Controls

Grant agencies should establish a system to track expenditures against budget and / or funded amounts.
Are there budgetary controls in effect (e.g., comparison of budget with actual expenditures on a monthly basis) to include drawing down grant funds in excess of:

a) Total funds authorized on the Statement of Grant Award?
_ Yes
_ No

b) Total funds available for any budget category as stipulated on the Statement of Grant Award?
_ Yes
_ No

If you selected 'No' to any question above under the Budgetary Controls section, in the space provided below please explain what action will be taken to ensure accountability.

Enter your explanation:

Section 5: Internal Controls

Grant agencies must safeguard cash receipts, disbursements, and ensure a segregation of duties exist. For example, one person should not have authorization to sign checks and make deposits.
Are accounting entries supported by appropriate documentation (e.g., purchase orders, vouchers, receipts, invoices)?

Select the appropriate response:
_ Yes
_ No

Is there separation of responsibility in the receipt, payment, and recording of costs?

Select the appropriate response:
_ Yes
_ No

If you selected 'No' to any question above under the Internal Controls section, in the space provided below please explain what action will be taken to ensure accountability.

Enter your explanation:

Budget Details Information
Budget Information by Budget Line Item:

CATEGORY	SUB CATEGORY	DESCRIPTION	OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL	UNIT/%
Personnel	Clerk	TITLE: Victim Services Clerk: Malorie Lapid . DESCRIPTION: Assist Crime Victim Liaison with case management, direct interaction with victims, and application of victim services. TOTAL Salary and Fringe: $53,083	$53,083.00	$0.00	$0.00	$0.00	$53,083.00	100
Contractual and Professional Services	Non-Substance Abuse-Related Case Management, Forensic Interviews, Counseling, Outpatient,	1. Provider: Shakinah Marion, LPC. Services: Provide professional services, specifically, individual counseling and/or trauma-informed therapy to victims and secondary victims of violent crime in accordance with the Victims of Crime Act (VOCA) grant-funded City of Killeen Police Department Crisis Assistance Program.. Pay Rate: A total of eight (8) counseling/therapy sessions at the rate of $80.00 per hour, with a total fee of no	$1,777.78	$0.00	$0.00	$0.00	$1,777.78	0

	and/or Treatment Services	more than $640 to each victim/eligible claimant per case. The pay rate will not exceed $81.25/hour or $650/day.						
Contractual and Professional Services	Non-Substance Abuse-Related Case Management, Forensic Interviews, Counseling, Outpatient, and/or Treatment Services	2. Provider: Stephanie Lalouette, LPC Services: Provide professional services, specifically, individual counseling and/or trauma-informed therapy to victims and secondary victims of violent crime in accordance with the Victims of Crime Act (VOCA) grant-funded City of Killeen Police Department Crisis Assistance Program. Pay Rate: A total of eight (8) counseling/therapy sessions at the rate of $80.00 per hour, with a total fee of no more than $640 to each victim/eligible claimant per case. The pay rate will not exceed $81.25/hour or $650/day.	$1,777.78	$0.00	$0.00	$0.00	$1,777.78	0
Contractual and Professional Services	Non-Substance Abuse-Related Case Management, Forensic Interviews, Counseling, Outpatient, and/or Treatment Services	3. Provider: Bill J. LaBauve, LPC Services: Provide professional services, specifically, individual counseling and/or trauma-informed therapy to victims and secondary victims of violent crime in accordance with the Victims of Crime Act (VOCA) grant-funded City of Killeen Police Department Crisis Assistance Program. Pay Rate: A total of eight (8) counseling/therapy sessions at the rate of $80.00 per hour, with a total fee of no more than $640 to each victim/eligible claimant per case. The pay rate will not exceed $81.25/hour or $650/day.	$1,777.78	$0.00	$0.00	$0.00	$1,777.78	0
Contractual and Professional Services	Non-Substance Abuse-Related Case Management, Forensic Interviews, Counseling, Outpatient, and/or Treatment Services	4. Provider: Charlotte Sue Dolifka, LPC Services: Provide professional services, specifically, individual counseling and/or trauma-informed therapy to victims and secondary victims of violent crime in accordance with the Victims of Crime Act (VOCA) grant-funded City of Killeen Police Department Crisis Assistance Program. Pay Rate: A total of eight (8) counseling/therapy sessions at the rate of $80.00 per hour, with a total fee of no more than $640 to each victim/eligible claimant per case. The pay rate will not exceed $81.25/hour or $650/day.	$1,777.78	$0.00	$0.00	$0.00	$1,777.78	0

Contractual and Professional Services	Non-Substance Abuse-Related Case Management, Forensic Interviews, Counseling, Outpatient, and/or Treatment Services	5. Provider: It's A Journey Counseling, LLC Services: Provide professional services, specifically, individual counseling and/or trauma-informed therapy to victims and secondary victims of violent crime in accordance with the Victims of Crime Act (VOCA) grant-funded City of Killeen Police Department Crisis Assistance Program. Pay Rate: A total of eight (8) counseling/therapy sessions at the rate of $80.00 per hour, with a total fee of no more than $640 to each victim/eligible claimant per case. The pay rate will not exceed $81.25/hour or $650/day.	$1,777.78	$0.00	$0.00	$0.00	$1,777.78	0
Contractual and Professional Services	Non-Substance Abuse-Related Case Management, Forensic Interviews, Counseling, Outpatient, and/or Treatment Services	6. Provider: Kizzy T. Griffin, LPC Services: Provide professional services, specifically, individual counseling and/or trauma-informed therapy to victims and secondary victims of violent crime in accordance with the Victims of Crime Act (VOCA) grant-funded City of Killeen Police Department Crisis Assistance Program. Pay Rate: A total of eight (8) counseling/therapy sessions at the rate of $80.00 per hour, with a total fee of no more than $640 to each victim/eligible claimant per case. The pay rate will not exceed $81.25/hour or $650/day.	$1,777.78	$0.00	$0.00	$0.00	$1,777.78	0
Contractual and Professional Services	Non-Substance Abuse-Related Case Management, Forensic Interviews, Counseling, Outpatient, and/or Treatment Services	7. Provider: Sherce Hampton, LPC Services: Provide professional services, specifically, individual counseling and/or trauma-informed therapy to victims and secondary victims of violent crime in accordance with the Victims of Crime Act (VOCA) grant-funded City of Killeen Police Department Crisis Assistance Program. Pay Rate: A total of eight (8) counseling/therapy sessions at the rate of $80.00 per hour, with a total fee of no more than $640 to each victim/eligible claimant per case. The pay rate will not exceed $81.25/hour or $650/day.	$1,777.78	$0.00	$0.00	$0.00	$1,777.78	0
Contractual and	Non-Substance	8. Provider: Lisa L. Peterson, LPC Services: Provide professional services, specifically,	$1,777.78	$0.00	$0.00	$0.00	$1,777.78	0

Professional Services	Abuse-Related Case Management, Forensic Interviews, Counseling, Outpatient, and/or Treatment Services	individual counseling and/or trauma-informed therapy to victims and secondary victims of violent crime in accordance with the Victims of Crime Act (VOCA) grant-funded City of Killeen Police Department Crisis Assistance Program. Pay Rate: A total of eight (8) counseling/therapy sessions at the rate of $80.00 per hour, with a total fee of no more than $640 to each victim/eligible claimant per case. The pay rate will not exceed $81.25/hour or $650/day.						
Contractual and Professional Services	Non-Substance Abuse-Related Case Management, Forensic Interviews, Counseling, Outpatient, and/or Treatment Services	9. Provider: Dawana Flowers, LPC Services: Provide professional services, specifically, individual counseling and/or trauma-informed therapy to victims and secondary victims of violent crime in accordance with the Victims of Crime Act (VOCA) grant-funded City of Killeen Police Department Crisis Assistance Program. Pay Rate: A total of eight (8) counseling/therapy sessions at the rate of $80.00 per hour, with a total fee of no more than $640 to each victim/eligible claimant per case. The pay rate will not exceed $81.25/hour or $650/day.	$1,777.78	$0.00	$0.00	$0.00	$1,777.78	0
Travel and Training	In-State Registration Fees, Training, and/or Travel	Crimes Against Women budget fees will be based on 2022 Conference fees since 2023 fees are not yet available. 2022 Conference dates: May 23-26, 2022 in Dallas, TX. Registration fees $500 x2 = $1,000 . The Crime Victim Liaison and the Victim Assistance Clerk will attend.. Estimated $800 for hotel ($200 per night for Hotel (share hotel room) X 4 nights = $800). Estimated Per Diem of $588 ($294 x2 = $588). = Total = $2,388	$2,388.00	$0.00	$0.00	$0.00	$2,388.00	0
Travel and Training	In-State Registration Fees, Training, and/or Travel	Crimes Against Children 2023 Conference fees will be based on the 2022 conference since 2023 is not yet available. 2022 dates were August 9-12, 2022. Registration fee $650 x1 = $650 . The Victim Assistance Clerk will attend. Hotel estimated at $185 per night X4 nights = $740. Per Diem estimated to be $294. Total = $1,684	$1,684.00	$0.00	$0.00	$0.00	$1,684.00	0

Travel and Training	In-State Registration Fees, Training, and/or Travel	Every Victim Every Time (EVET) Training will be based on 2022 training fees since 2023 details are not yet available. 2022 conference Dates were April 19-20, 2022 in Brazos County Expo Center in Bryan TX. Registration $50 x 2 = $100. Hotel $149 per night x2 nights ($298) share room. Estimated Per Diem $162 x 2 = $324. The Crime Victim Liaison and the Victim Assistance Clerk will attend. Total = $722	$722.00	$0.00	$0.00	$0.00	$722.00	0
Travel and Training	In-State Registration Fees, Training, and/or Travel	Lethality Training . Dates TBD. Price estimated at $790.00 Registration $395 x 2. The Crime Victim Liaison and the Victim Assistance Clerk will attend.	$790.00	$0.00	$0.00	$0.00	$790.00	0
Travel and Training	Out-of-State Registration Fees, Training, and/or Travel	National Office for Victim Assistance (NOVA). This venue changes year to year. There is no listed event yet for 2023 so we will base fees off of 2022 event fees. In 2022, venue will be in Denver, CO. Hotel not yet determined. Dates for 2022 are August 1-4, 2022. Registration fee is $550 + estimated $900 hotel + estimated $400 flight. Estimated $294 per diem. NOVA is the leader in National Advocacy training and credentialing. NOVA training will have approximately 100 different workshops covering topics that include child abuse, domestic violence, resiliency, human trafficking, and sexual assault. Each conference hosts approximately 2,000 attendees from across the country which helps agencies learn and practice standardized training. This conference will offer great networking, resources and services at the national level that can be incorporated into the state and local level, and an opportunity to explore best practices for victims assistance. The Crime Victim Liaison will attend. **The training held by the National Office for Victim Assistance (NOVA) is held in a different state each year and will be held in Colorado in 2022. In-state training is limited to Texas resources only; however, the National	$2,144.00	$0.00	$0.00	$0.00	$2,144.00	0

		training incorporates National resources which are very valuable to many of our victims of crime because they we often assist them with resources to leave the state of Texas to flee their offenders. This national training provides greater than 100 different workshops covering topics that include child abuse, domestic violence, resiliency, human trafficking, and sexual assault. Each conference hosts approximately 2,000 attendees from across the county which helps agencies learn and share standardized training and resources that are extremely important to victims of crime. This conference offers great networking, resources and services at the national level that can be incorporated into the state and local level and provides opportunity to explore best practices for victims assistance. The Killeen Police Department attended this conference in 2021 and brought back valuable resources from other law enforcement agencies from other states that we will be incorporating into our program to better serve our victims.						
Supplies and Direct Operating Expenses	Specialized Computer Software ($5,000 or less per unit)	VSTracking Software (SHI) for tracking and reporting to Office of the Governor. Cost was $3,573.40 annually in 2021. We are budgeting $3,700 in 2023 in case that amount goes up as their cost is based on population served.	$3,700.00	$0.00	$0.00	$0.00	$3,700.00	0
Supplies and Direct Operating Expenses	Office Supplies (e.g., paper, postage, calculator)	Paper, pens, folders, postage, business cards and brochures, staples, adhesive tape, printer ink cartridges, pencils, notebooks, binders, highlighters, correction tape, labels, label maker, binder clips, markers, scissors, sheet protectors, stapler, paper clips, envelopes, legal pads, post-it notes, staple remover, hole puncher, dividers, organizer, desk pad, business card holder, tape, brochure holder/displays, letter opener, desk tray, markers, disinfecting wipes, air freshener/deodorizer, USB flash drives, self-inking envelope stamp. Note: Cost	$7,000.00	$0.00	$0.00	$0.00	$7,000.00	0

		of paper has gone up in 2022 so we increased budget to $7,000 for FY23.						
Supplies and Direct Operating Expenses	Project Supplies (e.g., binocular, battery, flexicuff, drug testing kit)	Emergency Services provides crisis assistance to victims and their dependents/household members with access to emergency services to include: Emergency transportation: $2,000; Emergency food: $1,000; Emergency clothing: $1,500;Emergency diapers/wipes/baby supplies: $500; Emergency home repairs to ensure victims can establish and maintain safety in their residence: $2,000; Emergency lodging: $1,000. Allocation of funds based on the needs of the victims. No other funding sources are available. No funds will be given directly to the victim to include gift cards. All supplies will be purchased by the City on behalf of the victims.	$8,000.00	$0.00	$0.00	$0.00	$8,000.00	0
Supplies and Direct Operating Expenses	Office Equipment and/or Furniture ($5,000 or less per unit)	Furniture for victims waiting rooms and victim services offices: We would like to replace the current cloth seating in the victim services lobby waiting room, crime victim clerk's office, and crime victim liaison's office with seating that can be sanitized/wiped down for sanitary purposes. We would like to replace the old non-functioning office chairs for the victim services clerk and crime victim liaison with ergonomic, functioning office chairs. We would also like to purchase a small table/chair play set for children to play at while in our victim services lobby.	$2,550.00	$0.00	$0.00	$0.00	$2,550.00	0

Source of Match Information

Detail Source of Match/GPI:

DESCRIPTION	MATCH TYPE	AMOUNT

Summary Source of Match/GPI:

Total Report	Cash Match	In Kind	GPI Federal Share	GPI State Share
$0.00	$0.00	$0.00	$0.00	$0.00

Budget Summary Information

Budget Summary Information by Budget Category:

CATEGORY	OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
Contractual and Professional Services	$16,000.02	$0.00	$0.00	$0.00	$16,000.02
Personnel	$53,083.00	$0.00	$0.00	$0.00	$53,083.00
Supplies and Direct Operating Expenses	$21,250.00	$0.00	$0.00	$0.00	$21,250.00
Travel and Training	$7,728.00	$0.00	$0.00	$0.00	$7,728.00

Budget Grand Total Information:

OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
$98,061.02	$0.00	$0.00	$0.00	$98,061.02

Condition Of Fundings Information

Condition of Funding / Project Requirement	Date Created	Date Met	Hold Funds	Hold Line Item Funds

Resolution: Applications from nonprofit corporations, local units of governments, and other political subdivisions must submit a resolution electronically using the 'Upload function in the eGrants system. The resolution must contain the following: • Authorization by your governing body for the submission of the application to OOG that clearly identifies the name of the project for which funding is requested; • A commitment to provide all applicable matching funds; • A designation of the name and/or title of an authorized official who is given the authority to apply for, accept, reject, alter, or terminate a grant (Note: If a name is provided, you must update OOG should the official change during the grant period.); and • A written assurance that, in the event of loss or misuse of grant funds, the governing body will return all funds to OOG.	3/23/2022 9:03:35 AM		Yes	No
Cybersecurity Training: Local units of governments must comply with the Cybersecurity Training requirements described in Section 772.012 and Section 2054.5191 of the Texas Government Code. Local governments determined to not be in compliance with the cybersecurity requirements required by Section 2054.5191 of the Texas Government Code are ineligible for OOG grant funds until the second anniversary of the date the local government is determined ineligible. Government entities must annually certify their compliance with the training requirements using the Cybersecurity Training Certification for State and Local Governments. A copy of the Training Certification must be uploaded to your eGrants application/grant. For more information or to access available training programs, visit the Texas Department of Information Resources Statewide Cybersecurity Awareness Training page.	3/23/2022 9:03:45 AM	6/17/2022	Yes	No
Compliance with State and Federal Laws, Programs and Procedures: Local units of government, including cities, counties and other general purpose political subdivisions, as appropriate, and institutions of higher education that operate a law enforcement agency, must comply with all aspects of the programs and procedures utilized by the U.S. Department of Homeland Security ("DHS") to: (1) notify DHS of all information requested by DHS related to illegal aliens in Agency's custody; and (2) detain such illegal aliens in accordance with requests by DHS. Additionally, counties and municipalities may NOT have in effect, purport to have in effect, or make themselves subject to or bound by, any law, rule, policy, or practice (written or unwritten) that would: (1) require or authorize the public disclosure of federal law enforcement information in order to conceal, harbor, or shield from detection fugitives from justice or aliens illegally in the United States; or (2) impede federal officers from exercising authority under 8 U.S.C. § 1226(a), § 1226(c), § 1231(a), § 1357(a), § 1366(1), or § 1366(3). Lastly, eligible grantees/applicants must comply with all provisions, policies, and penalties found in Chapter 752, Subchapter C of the Texas Government Code. Each local unit of government and institution of higher education that operates a law enforcement agency must download, complete and then upload the **CEO/Law Enforcement Certifications and Assurances Form** certifying compliance with federal and state immigration enforcement requirements.	3/23/2022 9:03:55 AM	6/13/2022	Yes	No
Other Condition of Funding. PSO has determined that the maximum amount available for consideration of this application is $98,061.02. PSO has administratively lowered the overall budget and placed a Fund Hold for the applicant to update/revise the final budget post-award.	7/18/2022 3:17:10 PM		Yes	No

VICTIMS OF CRIME ACT (VOCA) GRANT FOR FY 2023

RS-23-005

January 3, 2023

Background

- The Victim Assistance Office of the Police Department has been awarded a one-year grant from the Office of the Governor, Criminal Justice Division, to fund the continuation of the Crisis Assistance Program.
- This grant will provide funding for continued professional counseling services, emergency financial assistance, and temporary shelter services for safety to victims of violent crimes.
- The grant also funds salary and benefits for a Police Clerk who supports the department's Crime Victim's Liaison.

Financial

- The total grant awarded to the City of Killeen is $98,061.02.

- There is no requirement for the City of Killeen to provide matching funds.

Alternatives

- Decline the grant and discontinue the counseling services to the victims of crime.

- Accept the grant to continue and enhance the current Crisis Assistance Program already in place that provides counseling services to victims of crime and provides training to staff and volunteers.

Summary

- Staff recommends accepting the 2023 VOCA grant in order to allow the Killeen Police Department Crisis Assistance Program to continue to provide resources to the citizens and visitors of Killeen who are victims of violent crime.

City of Killeen

Staff Report

File Number: RS-23-006

1	City Council Workshop	01/03/2023	Reviewed and Referred	City Council	01/10/2023

Consider a memorandum/resolution authorizing a professional services agreement with Freese and Nichols for the design of the Transfer Station Tunnel Repairs Project in the amount of $141,243.

DATE: **January 3, 2023**

TO: **Kent Cagle, City Manager**

FROM: **Edwin Revell, Executive Director of Development Services**

SUBJECT: **Authorize the execution of a Professional Services Agreement with Freese and Nichols, Inc. in the amount of $141,243.00 for the Design of the Transfer Station Tunnel Repairs Project**

BACKGROUND AND FINDINGS:

The FY 2023 Capital Improvement Plan includes the Transfer Station Tunnel/Loading Pit project as a funded project for design and construction.

The project includes the repair and redesign of loading pits/tunnels that are needed to withstand constant contact with bulky trash and crane during the loading process. Both the metal sheeting and the concrete beneath the metal have begun to fail leaving large chunks of concrete falling to the ground. The project will redesign the pit entrance with a 45-degree angle and shorten the side push wall to allow trash to be pushed into the center of the trailer more effectively. Currently the sides are flush vertically with the sides of the trailer causing trash to fall to the side of the loading trailer and be in constant contact with the grapple part of the crane. This causes a large amount of waste abatement by staff, and unnecessary contact and abuse to the crane.

City staff has negotiated a professional services agreement (PSA) with Freese and Nichols, Inc. for the design of the Transfer Station Tunnel Repairs project in the amount of $141,243.00. Freese and Nichols, Inc has extensive background for this type of project and provided the original design for the Transfer Station.

THE ALTERNATIVES CONSIDERED:

(1) Delay the design and construction of the Transfer Station Tunnel Repairs Project.

(2) Authorize the execution of a Professional Services Agreement with Freese and Nichols, Inc. in the amount of $141,243.00 for the Design of the Transfer Station Tunnel Repairs Project.

Which alternative is recommended? Why?

Staff recommends alternative 2, which is to authorize the City Manager to execute a Professional Services Agreement with Freese and Nichols, Inc. in the amount of $141,243.00 for the Design of the Transfer Station Tunnel Repairs Project. Freese and Nichols, Inc. have extensive experience required for this project. Freese and Nichols, Inc. have submitted a fair and reasonable proposal for their engineering services and has a good prior project delivery history with projects like this one.

CONFORMITY TO CITY POLICY:

This item confirms to state and local policies

FINANCIAL IMPACT:

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

The fee for services is in the amount of $141,243.00

Is this a one-time or recurring expenditure?

This is a one-time expenditure.

Is this expenditure budgeted?

Yes, funds are available in the Solid Waste CIP Fund account 388-8934-493.69-01.

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:

Staff recommends that the City Council authorize the City Manager or his designee to enter into a Professional Services Agreement with Freese and Nichols, Inc. in the amount of $141,243.00 for the design of the Transfer Station Tunnel Repairs Project, and that the City Manager, or his designee, is expressly authorized to execute any and all change orders with the amounts set by State and Local Law.

DEPARTMENTAL CLEARANCES:

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 4
6.05 Insurance 5
6.06 Termination 5
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 7
6.15 Headings 8

ARTICLE 7 - DEFINITIONS 8
7.01 Defined Terms 8

ARTICLE 8 - EXHIBITS AND SPECIAL PROVISIONS 10
8.01 Exhibits Included 10
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 Freese and Nichols, Inc. ("ENGINEER").

OWNER and ENGINEER in consideration of their mutual covenants as set forth herein agree as follows: To provide engineering services as described in Exhibit A of this contract that the Design Phase is for a lump sum of $63,962.00, the Bid Phase and Construction Services is not to exceed $77,281.00, for a total amount of $141,243.00

ARTICLE 1 - SERVICES OF ENGINEER

1.01 Scope

A. ENGINEER shall provide the Basic and Additional Services set forth herein and in Exhibit A.

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 Exhibit D.

ARTICLE 2 - OWNER'S RESPONSIBILITIES

2.01 General

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

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, Part 1, as set forth in Exhibit C.

B. *For Additional Services*. OWNER shall pay ENGINEER for Additional Services performed or furnished under Exhibit A, Part 2, as set forth in Exhibit C.

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 C.

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 C.

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 in accordance with Exhibit C 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 C. 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 as provided in Exhibit B.

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 Exhibit F, "Construction Cost Limit," to this Agreement.

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 (Document No. 1910-8, 1996 Edition) unless both parties mutually agree to use other General Conditions as specifically referenced in Exhibit H.

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 pursuant to Exhibit B. 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.

4. The indemnification provision of paragraph 6.10.A.1 is subject to and limited by the provisions agreed to by OWNER and ENGINEER in Exhibit I, "Allocation of Risks," if any.

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, Part 2 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, Part 1, 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 Contrac*t--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 pursuant to Exhibit B of this Agreement. 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 C.

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. The duties and responsibilities of the Resident Project Representative are as set forth in Exhibit D.

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 pursuant to Exhibit B of this Agreement.

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, "ENGINEER's Services."

B. Exhibit B, "OWNER's Responsibilities.

C. Exhibit C, "Payments to Engineer for Services and Reimbursable Expenses."

D. Exhibit D, "Duties, Responsibilities and Limitations of Authority of Resident Project Representative."

E. Exhibit E, "Notice of Acceptability of Work."

F. Exhibit F, "Construction Cost Limit."

G. Exhibit G, "Insurance."

H. Exhibit H, "Special Provisions."

I. Exhibit I, "DBE Goal."

8.02 Total Agreement

A. This Agreement (consisting of pages 1 to 11 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

By: Kent Cagle

Title: City Manager

Date Signed:

Address for giving notices:

P.O. Box 1329

Killeen, TX 76540-1329

Designated Representative (paragraph 6.02.A):

Edwin Revell

Title: Executive Director of Development Services

Phone Number: 254-501-7628

Facsimile Number: 254-501-7633

E-Mail Address: erevell@killeentexas.gov

ENGINEER: Freese and Nichols, Inc.

By: Vimal Nair, PE

Title: Vice President

Date Signed: November 18, 2022

Address for giving notices:

801 Cherry Street, Suite 2800

Fort Worth, TX 76102

Designated Representative (paragraph 6.02.A):

Masoud Ghahremannejad

Title: Project Manager

Phone Number: 832-543-8645

Facsimile Number:

E-Mail Address: masoud.ghahremannejad@freese.com

Stephanie Stephenson

This is **EXHIBIT A**, consisting of 7 pages, referred to in and part of the **Agreement between OWNER and ENGINEER for Professional Services** dated _____ _____, _____.

Initial:
OWNER _____
ENGINEER _____

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 below.

PART 1 – FREESE AND NICHOLS, INS. PROPOSAL – SCOPE OF SERVICES
(SEE NEXT PAGE)

SCOPE OF SERVICES AND RESPONSIBILITIES OF CLIENT

PROJECT UNDERSTANDING

Killeen Waste Transfer building was originally designed by Freese and Nichols, Inc. (FNI) in 2004. FNI has been engaged in modifications and repair of the building since then. Some modifications to trash chutes on the building's floor seem to be needed to facilitate better operation. The proposed modification for each bay as follows:

West Knuckle Boom (Loading Bay 1)

- Modification to floor opening backwall to increase knuckle boom clearance.
    - Slope a section of wall at each side of the knuckle boom back at 1:1 slope to provide more boom clearance.
- Floor opening bevel to improve knuckle boom clearance.
    - Provide a bevel in the middle portion of the tipping-floor side of the opening to provide more boom clearance.
- Line new and existing concrete surfaces with bolted "AR plate" or similar.

East Knuckle Boom (Loading Bay 2)

- Modification to floor opening backwall to increase knuckle boom clearance.
    - Slope a section of wall at each side of the knuckle boom back at 1:1 slope to provide more boom clearance.
- Floor opening bevel to improve knuckle boom clearance.
    - Provide a bevel in the middle portion of the tipping-floor side of the opening to provide more boom clearance.
- Repair existing concrete beam soffits due to honeycombing and damage due to prior repairs.
- Lower soffit of opening beams 1-ft to reduce gap above trailers. Provide a rounded, metal-clad soffit edge.
- Line new and existing concrete surfaces with bolted "AR plate" or similar.

ARTICLE I

BASIC SERVICES: FNI shall render the following professional services in connection with the development of the Project:

A. PROJECT MANAGEMENT: FNI shall provide project management services in this phase as follows:

a. Project kick-off meeting: FNI will meet with Client virtually (via TEAMS) to review the scope, project team, schedule, and the project goals.

b. Manage efforts of internal design team on the project and perform Quality Control review of all deliverables.

c. Provide monthly one page report to update Client on project progress. The one page report includes recent activities, upcoming activities and outstanding issues and needed information.

d. Monitor/maintain scope, schedule, and budget of project.

e. Prepare monthly invoice.

B. PRELIMINARY DESIGN PHASE: FNI shall provide professional services in this phase as follows:

f. Prepare preliminary design documents consisting of preliminary drawings and outline specifications.

g. Based on the information contained in the preliminary design documents, submit a revised opinion of probable Project Costs.

h. Provide design submittal at 50% design milestone.

i. Furnish Client one (1) electronic copy (.pdf format) of the above preliminary design documents and present and review them with Client.

C. FINAL DESIGN PHASE: FNI shall provide professional services in this phase as follows:

1. Prepare final drawings and specifications for the proposed modifications.

2. Prepare revised opinion of probable construction cost.

3. Provide design submittals at 100% design milestones.

4. Furnish Client one (1) electronic copy (.pdf format) of drawings and specifications.

ARTICLE II

SPECIAL SERVICES: FNI shall render the following professional services, which are not included in the Basic Services described above, in connection with the development of the Project:

A. BID OR NEGOTIATION PHASE: Upon completion of the design services and approval of final drawings and specifications by Client, FNI shall provide professional services in this phase as follows:

1. Assist Client by responding to questions and interpreting bid documents. Prepare and issue addenda to the bid documents to plan holders if necessary.

2. Assist the Client in conducting a pre-bid conference for the construction projects and coordinate responses with Client. Response to the pre-bid conference will be in the form of addenda issued after the conference. Attend the tour of the project site after the pre-bid conference.

3. Assist Client in the preparation of Front-end documents provided by City of Killeen.

4. Furnish contractor one (1) electronic copy (.pdf format) of the drawings and specifications for construction pursuant to the General Conditions of the Construction Contract.

B. CONSTRUCTION PHASE GENERAL REPRESENTATION: Upon completion of the bid or negotiation phase services, FNI will proceed with the performance of construction phase general representation services as described below.

In performing these services, it is understood that FNI does not guarantee the Contractor's performance, nor is FNI responsible for the supervision of the Contractor's operation and employees. FNI shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor, or any safety precautions and programs relating in any way to the condition of the premises, the work of the Contractor or any Subcontractor. FNI shall not be responsible for the acts or omissions of any person (except its own employees or agents) at the Project site or otherwise performing any of the work of the Project.

These services are based on the use of FNI's standard General Conditions for construction projects. Modifications to these services required by use of other general conditions or contract administration procedures are an additional service. If General Conditions other than FNI's standard are used, the Client agrees to include provisions in the General Conditions that require Contractor to include FNI: (1) as an additional insured and in any waiver of subrogation rights with respect to such liability insurance purchased and maintained by Contractor for the Project (except workers' compensation and professional liability policies); and (2) as an indemnified party in the Contractor's indemnification provisions where the Client is named as an indemnified party.

1. Assist Client in conducting pre-construction conference(s) with the Contractor(s).

2. Establish and maintain a project documentation system consistent with the requirements of the construction contract documents. Monitor the processing of contractor's submittals and provide for filing and retrieval of project documentation. Produce monthly reports indicating the status of all submittals in the review process. Review contractor's submittals, including, requests for information, modification requests, shop drawings, schedules, and other submittals in accordance with the requirements of the construction contract documents for the projects. Monitor the progress of the contractor in sending and processing submittals to see that documentation is being processed in accordance with schedules.

3. Make weekly visit to the construction site to observe the progress and the quality of work and to attempt to determine in general if the work is proceeding in accordance with the Construction Contract Documents. In this effort FNI will endeavor to protect the Client against defects and deficiencies in the work of Contractors and will report any observed deficiencies to Client. Visits to the site in excess of the specified number are an Additional Service.

4. Notify the Client of non-conforming work observed on site visits. Review quality related documents provided by the contractor such as test reports, equipment installation reports or other documentation required by the Construction contract documents.

5. Interpret the drawings and specifications for Client and Contractor(s). Investigations, analyses, and studies requested by the Contractor(s) and approved by Client, for substitutions of equipment and/or materials or deviations from the drawings and specifications is an additional service.

6. Answer Request for Information (RFI) during construction.

7. Review Contractor's submittal as required by Construction Contract.

ARTICLE III

ADDITIONAL SERVICES: Any services performed by FNI that are not included in the Basic Services or Special Services described above are Additional Services.

ARTICLE IV

TIME OF COMPLETION: FNI is authorized to commence work on the Project upon execution of this Agreement and agrees to complete the services in accordance with the schedule presented in Attachment B.

If FNI's services are delayed through no fault of FNI, FNI shall be entitled to adjust contract schedule consistent with the number of days of delay. These delays may include but are not limited to delays in Client or regulatory reviews, delays on the flow of information to be provided to FNI, etc. These delays may result in an adjustment to compensation as outlined on the face of this Agreement and in Attachment CO.

ARTICLE V

RESPONSIBILITIES OF CLIENT: Client shall perform the following in a timely manner so as not to delay the services of FNI:

A. Client recognizes and expects that change orders may be required to be issued during construction. The responsibility for the costs of change orders will be determined on the basis of applicable contractual obligations and professional liability standards. FNI will not be responsible for any change order costs due to unforeseen site conditions, changes made by or due to the Client or Contractor, or any change order costs not caused by the negligent errors or omissions of FNI. Nothing in this provision creates a presumption that, or changes the professional liability standard for determining if, FNI is liable for change order costs. It is recommended that the Client budget a minimum of 5% for new construction and a minimum of 10% for construction that includes refurbishing existing structures.

B. Designate in writing a person to act as Client's representative with respect to the services to be rendered under this Agreement. Such person shall have contract authority to transmit instructions, receive information, interpret and define Client's policies and decisions with respect to FNI's services for the Project.

C. Provide all criteria and full information as to Client'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 Client will require to be included in the drawings and specifications.

D. Assist FNI by placing at FNI's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.

E. Arrange for access to and make all provisions for FNI to enter upon public and private property as required for FNI to perform services under this Agreement.

F. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by FNI, obtain advice of an attorney, insurance counselor and other consultants as Client deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay, or cause rework in, the services of FNI.

G. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as Client may require or FNI may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing service as Client may require to ascertain how or for what purpose any Contractor has used the moneys paid under the construction contract, and such inspection services as Client may require to ascertain that Contractor(s) are complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.

H. If Client designates a person to serve in the capacity of Resident Project Representative who is not FNI or FNI's agent or employee, the duties, responsibilities and limitations of authority of such Resident Project Representative(s) will be set forth in an Attachment attached to and made a part of this Agreement before the Construction Phase of the Project begins. Said attachment shall also set forth appropriate modifications of the Construction Phase General Representation services as defined in Attachment SC, Article I, D, together with such adjustment of compensation as appropriate.

I. Attend the pre-bid conference, bid opening, preconstruction conferences, construction progress and other job-related meetings and substantial completion inspections and final payment inspections.

J. Give prompt written notice to FNI whenever Client observes or otherwise becomes aware of any development that affects the scope or timing of FNI's services, or any defect or nonconformance of the work of any Contractor.

K. Furnish, or direct FNI to provide, Additional Services as stipulated in Attachment SC, Article III of this Agreement or other services as required.

L. Bear all costs incident to compliance with the requirements of this Article V.

ARTICLE VI

DESIGNATED REPRESENTATIVES: FNI and Client designate the following representatives:

Client's Designated Representative : **Donald Wetzel**

City of Killeen
Engineering Division
3201-A S.W.S Young Drive
City of Killeen, Texas 76542-6157
P 254-616-3176 | **F** 254-616-3182
dwetzel@killeentexas.gov

FNI's Designated Representative: **Masoud Ghahremannejad, PhD, PE**

Freese and Nichols, Inc.
10497 Town & County way, Suite 500
Houston, TX, 77024
P 832-543-8645
Masoud.ghahremannejad@freese.com

FNI's Accounting Representative – **Sharon James**

Freese and Nichols, Inc.
801 Cherry Street, Suite 2800
Fort Worth, TX 76102
Phone: 817-735-7298
sdj@freese.com

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

Initial:
OWNER _____
ENGINEER_____

OWNER's Responsibilities

Article 2 of the Agreement is amended and supplemented to include the following agreement of the parties.

B2.01 In addition to other responsibilities of OWNER as set forth in this Agreement, OWNER shall:

A. Provide ENGINEER with all criteria and full information as to OWNER'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 OWNER will require to be included in the Drawings and Specifications; and furnish copies of OWNER's standard forms, conditions, and related documents for ENGINEER to include in the Bidding Documents, when applicable.

B. Furnish to ENGINEER any other available information pertinent to the Project including reports and data relative to previous designs, or investigation at or adjacent to the Site.

C. Following ENGINEER's assessment of initially-available Project information and data and upon ENGINEER's request, furnish or otherwise make available such additional Project related information and data as is reasonably required to enable ENGINEER to complete its Basic and Additional Services. Such additional information or data would generally include the following:

1. Property descriptions.

2. Zoning, deed, and other land use restrictions.

3. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.

4. Explorations and tests of subsurface conditions at or contiguous to the Site, drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site, or hydrographic surveys, with appropriate professional interpretation thereof.

5. Environmental assessments, audits, investigations and impact statements, and other relevant environmental or cultural studies as to the Project, the Site, and adjacent areas.

6. Data or consultations as required for the Project but not otherwise identified in the Agreement or the Exhibits thereto.

D. Give prompt written notice to ENGINEER whenever OWNER 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 nonconformance in ENGINEER's services or in the work of any Contractor.

E. Authorize ENGINEER to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement as required.

F. Arrange for safe access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform services under the Agreement.

G. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by ENGINEER (including obtaining advice of an attorney, insurance counselor, and other advisors

Stephanie Stephenson

or consultants as OWNER deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.

H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by ENGINEER and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.

I. Provide, as required for the Project:

1. Accounting, bond and financial advisory, independent cost estimating, and insurance counseling services.

2. Legal services with regard to issues pertaining to the Project as OWNER requires, Contractor raises, or ENGINEER reasonably requests.

3. Such auditing services as OWNER requires to ascertain how or for what purpose Contractor has used the moneys paid.

4. Placement and payment for advertisement for Bids in appropriate publications.

J. Advise ENGINEER of the identity and scope of services of any independent consultants employed by OWNER to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.

K. Furnish to ENGINEER data as to OWNER's anticipated costs for services to be provided by others for OWNER so that ENGINEER may make the necessary calculations to develop and periodically adjust ENGINEER's opinion of Total Project Costs.

L. If OWNER designates a construction manager or an individual or entity other than, or in addition to, ENGINEER to represent OWNER at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of ENGINEER.

M. If more than one prime contract is to be awarded for the Work designed or specified by ENGINEER, designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of ENGINEER as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.

N. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Substantial Completion and final payment inspections.

O. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of Samples, materials, and equipment required by the Contract Documents, or to evaluate the performance of materials, equipment, and facilities of OWNER, prior to their incorporation into the Work with appropriate professional interpretation thereof.

P. Provide inspection or monitoring services by an individual or entity other than ENGINEER (and disclose the identity of such individual or entity to ENGINEER) as OWNER determines necessary to verify:

1. That Contractor is complying with any Laws and Regulations applicable to Contractor's performing and furnishing the Work.

2. That Contractor is taking all necessary precautions for safety of persons or property and complying with any special provisions of the Contract Documents applicable to safety.

Q. Provide ENGINEER with the findings and reports generated by the entities providing services pursuant to paragraphs B2.01.O and P.

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

Initial:
OWNER _____
ENGINEER_____

Payments to ENGINEER for Services and Reimbursable Expenses

Article 4 of the Agreement is amended and supplemented to include the following agreement of the parties:

ARTICLE 4 -- PAYMENTS TO THE ENGINEER

C4.01 *For Basic Services Having A Determined Scope*

A. OWNER shall pay ENGINEER for Basic Services set forth in Exhibit A, except for services of ENGINEER's Resident Project Representative and Post-Construction Phase, services, if any, as follows:

1. Progress payments in the amount of $141,243.00 based on the following assumed distribution of compensation:

a.	Design Phase	$63,962.00
b.	Bid Phase & Construction	$77,281.00
	Total	$141,243.00

2. ENGINEER may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but shall not exceed the total amount unless approved in writing by the OWNER.

3. The amount includes compensation for ENGINEER's services and services of ENGINEER's Consultants, if any. Appropriate amounts have been incorporated to account for labor, overhead, profit, and Reimbursable Expenses.

4. The portion of the amount billed for ENGINEER's services will be based upon ENGINEER's estimate of the proportion of the total services actually completed during the billing period.

5. If more prime contracts are awarded for work designed or specified by ENGINEER for this Project than identified in Exhibit A, the ENGINEER shall be compensated an additional amount to be negotiated; however, in no case shall the amount of compensation exceed eighteen percent (18%) of the Project's estimated construction costs for all Basic Services for each prime contract added.

COMPENSATION

Compensation to FNI for Basic Services in Attachment SC shall be the lump sum of Sixty Three Thousand Nine Hundred Sixty Two Dollars ($63,962).

Compensation to FNI for Special Services in Attachment SC shall be computed on the basis of the following Schedule of Charges, but shall not exceed Seventy Seven Thousand Two Hundred Eighty One Dollars ($77,281).

If FNI sees the Scope of Services changing so that Additional Services are needed, including but not limited to those services described as Additional Services in Attachment SC, FNI will notify OWNER for OWNER's approval before proceeding. Additional Services shall be computed based on the following Schedule of Charges.

	Hourly Rate	
Position	**Min**	**Max**
Professional 1	79	138
Professional 2	103	161
Professional 3	99	226
Professional 4	155	235
Professional 5	185	330
Professional 6	200	390
Construction Manager 1	98	127
Construction Manager 2	85	163
Construction Manager 3	125	154
Construction Manager 4	146	200
Construction Manager 5	181	252
Construction Manager 6	223	283
Construction Representative 1	80	81
Construction Representative 2	82	89
Construction Representative 3	94	150
Construction Representative 4	108	171
CAD Technician/Designer 1	65	136
CAD Technician/Designer 2	106	158
CAD Technician/Designer 3	138	200
Corporate Project Support 1	54	110
Corporate Project Support 2	70	175
Corporate Project Support 3	111	262
Intern / Coop	47	80

Rates for In-House Services and Equipment

Mileage

Standard IRS Rates

Technology Charge

$8.50 per hour

Bulk Printing and Reproduction	B&W	Color
Small Format (per copy)	$0.10	$0.25
Large Format (per sq. ft.)		
Bond	$0.25	$0.75
Glossy / Mylar	$0.75	$1.25
Vinyl / Adhesive	$1.50	$2.00
Mounting (per sq. ft.)	$2.00	
Binding (per binding)	$0.25	

Equipment		
Valve Crew Vehicle (hour)		$75
Pressure Data Logger (each)		$200
Water Quality Meter (per day)		$100
Microscope (each)		$150
Pressure Recorder (per day)		$100
Ultrasonic Thickness Guage (per day)		$275
Coating Inspection Kit (per day)		$275
Flushing / Cfactor (each)		$500
Backpack Electrofisher (each)		$1,000
	Survey Grade	Standard
Drone (per day)	$200	$100
GPS (per day)	$150	$50

OTHER DIRECT EXPENSES:

Other direct expenses are reimbursed at actual cost times a multiplier of 1.10. They include outside printing and reproduction expense, communication expense, travel, transportation and subsistence away from the FNI office. For other miscellaneous expenses directly related to the work, including costs of laboratory analysis, test, and other work required to be done by independent persons other than staff members, these services will be billed at a cost times a multipler of 1.10. For Resident Representative services performed by non-FNI employees and CAD services performed In-house by non-FNI employees where FNI provides workspace and equipment to perform such services, these services will be billed at cost times a multiplier of 2.0. This markup approximates the cost to FNI if an FNI employee was performing the same or similar services.

These ranges and/or rates will be adjusted annually in February. Last updated 2022.

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

Initial:
OWNER _____
ENGINEER_____

Duties, Responsibilities, and Limitations of Authority of Resident Project Representative

.

"NOT APPLICABLE"

Stephanie Stephenson

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

Initial:
OWNER _____
ENGINEER_____

NOTICE OF ACCEPTABILITY OF WORK

"NOT APPLICABLE"

Stephanie Stephenson

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

Initial:
OWNER _____
ENGINEER_____

Construction Cost Limit

"NOT APPLICABLE"

Stephanie Stephenson

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_____

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) Bodily Injury:		
a) Each Accident	$_____	
2) Property Damage:		
a) Each Accident	$_____	
[or]		
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."

Stephanie Stephenson

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_____

Special Provisions

"NOT APPLICABLE"

Stephanie Stephenson

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

Initial:
OWNER_____
ENGINEER_____

DBE Goal

"NOT APPLICABLE"

Stephanie Stephenson

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:
2022-957138

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.

Freese and Nichols, Inc.
Fort Worth, 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.

Contract
Waste Transfer Station Modifications

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Wolfhope, Johns	Austin, TX United States	X	
Reedy, Mike	Houston, TX United States	X	
Payne, Jeff	Fort Worth, TX United States	X	
Johnson, Kevin	Dallas, TX United States	X	
Hatley, Tricia	Oklahoma City, OK United States	X	
Greer, Alan	Fort Worth, TX United States	X	
Archer, Charles	Raleigh, NC United States	X	
Coltharp, Brian	Fort Worth, TX United States	X	
Pence, Bob	Fort Worth, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Stephanie Stephenson, and my date of birth is July 19, 1977.

My address is 801 Cherry Street, Suite 2800 (street), Fort Worth (city), TX (state), 76102 (zip code), US (country).

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

Executed in Tarrant County, State of Texas, on the 18 day of November (month), 20 22 (year).

Stephanie Stephenson
Signature of authorized agent of contracting business entity
(Declarant)

TRANSFER STATION TUNNEL/LOADING PIT DESIGN CONTRACT REQUEST

RS-23-006

January 3, 2023

Background

- FY 2023 Capital Improvement Plan includes the design and construction of the Transfer Station Tunnel/Loading Pit project.
- Existing facilities have received damage to concrete and metal sheeting as a result of loading operations.
- Freese and Nichols, Inc. was selected for the design of the Transfer Station Tunnel/Loading Pit project.
- Propose Contract for Engineering Design $141,243.00

Alternatives Considered

The City Council has two (2) alternatives. The Council may:

- Delay the design of the Transfer Station Tunnel/Loading Pit project.
- Authorize a Professional Services Agreement with Freese and Nichols, Inc. for the design of the Transfer Station Tunnel/Loading Pit project.

Recommendation

- Staff recommends that the City Council Authorize a Professional Services Agreement with Freese and Nichols, Inc. for the design of the Transfer Station Tunnel/Loading Pit project.

City of Killeen

Staff Report

File Number: RS-23-007

1	City Council Workshop	01/03/2023	Reviewed and Referred	City Council	01/10/2023

Consider a memorandum/resolution authorizing an Amendment No. 2 to the professional service agreement with K. Friese and Associates for the final design of the Watercrest and Willow Springs Reconstruction Project in the amount of $77,273.68.

DATE: **January 3, 2023**

TO: **Kent Cagle, City Manager**

FROM: **Edwin Revell, Executive Director of Development Services**

SUBJECT: **Authorize the execution an Amendment No. 2 to the Professional Service Agreement with K. Friese and Associates, in the amount of $77,273.68, for the final design of the Watercrest and Willow Springs Reconstruction Project**

BACKGROUND AND FINDINGS:

The FY 2022 Capital Improvement Plan included eight projects in the Transportation Street Reconstruction Priority List as a result of the pavement management program. These are roadway projects that needed a total reconstruction over periodic maintenance. Watercrest and Willow Springs are two of the projects that were included as top priority projects.

On November 16th, 2021, the City Council passed a resolution to enter into agreement with K. Friese and Associates to perform the design for the reconstruction of Watercrest and Willow Springs. The scope of the project included the initial design studies for geotechnical analysis, pavement design, drainage, and traffic analysis as well as a signal design for the intersection of Willow Springs and Watercrest.

The consultant prepared a schematic design and held a public open house meeting on September 28th, 2022, at the Live Oak Ridge Middle School. The open house was to present the schematic and obtain comments and concerns from the public. The overall comments received were related to speeding, traffic safety as it related to entering and exiting the roadway along Watercrest, the lack of sidewalks along the north side of the roadway, site distance and roadway geometry, and improvements to the intersection with Robinette Road.

Based on the review of mobility, safety, future growth, and meeting comments, it was determined that Watercrest met requirements for road dieting. The existing roadway is a 4-lane configuration with several intersections and driveways along Watercrest. Upon review and analysis of existing and future capacity, geometery, and intersection conflicts, it has been determined that a 3-lane roadway would perform better in this location. The reduction of the roadway from a 4-lane to a 3-lane, also provides the needed area within the existing right-of-way to install a new sidewalk along the north side.

The amendment provides the needed design scope to analyze the intersection of Robinette Road and Watercrest which is anticipated to require a traffic signal and provide a street lighting design along Watercrest.

Staff negotiated with the consultant for the proposed Amendment No. 2 to the contract with K. Friese and Associates to perform the engineering design for the Watercrest and Willow Springs Reconstruction project in the amount of $77,273.68.

THE ALTERNATIVES CONSIDERED:

(1) Do not Authorize the amendment to the contract and delay the design and construction of the Watercrest and Willow Springs Reconstruction Project.

(2) Authorize the execution of Amendment No. 2 with K. Friese and Associates, in the amount $77,273.68 for the final of the Watercrest and Willow Springs Reconstruction Project.

Which alternative is recommended? Why?

Staff recommends alternative 2, which is to authorize the City Manager to execute Amendment No. 1 with K. Friese and Associates in the amount of $77,273.68 for the final design of the Watercrest and Willow Springs Reconstruction Project.

K. Friese and Associates have extensive experience required for this project that includes pavement design for roadway replacement, traffic analysis, drainage analysis and transportation planning. K. Friese and Associates have completed the preliminary design, completed the initial design reports, and held a public meeting. K. Friese and Associates have submitted a fair and reasonable proposal for their engineering services to complete the design for the project and have a good prior project delivery history.

CONFORMITY TO CITY POLICY:

This item conforms to state and local policies.

Comprehensive Plan NH5.2 Establish design and construction standards that improve appearance and condition of roads, streets, trails, and parks.
Comprehensive Plan MC4 Design Neighborhood Streets to prioritize people, place, and fiscal productivity.

Comprehensive Plan MC5.2 As redevelopment occurs along arterials, look for opportunities to close driveways and medians to improve access management and traffic flow.

FINANCIAL IMPACT:

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

The fee for services is $77,273.68

Is this a one-time or recurring expenditure?

This is a one-time expenditure.

Is this expenditure budgeted?

Yes, funding is available in the Certificates of Obligation 2022 Fund account 328-8934-493.69-01.

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 to execute Amendment No. 2 with K. Friese and Associates in the amount of $77,273.68 for the design of the Watercrest and Willow Springs Reconstruction Project.

DEPARTMENTAL CLEARANCES:

Development Services
Finance
City Attorney

ATTACHED SUPPORTING DOCUMENTS:

Open House Presentation
Proposal
Amendment No. 2

Welcome to:

Watercrest Road & Willow Springs Road Public Workshop

September 29, 2022

K·FRIESE + ASSOCIATES

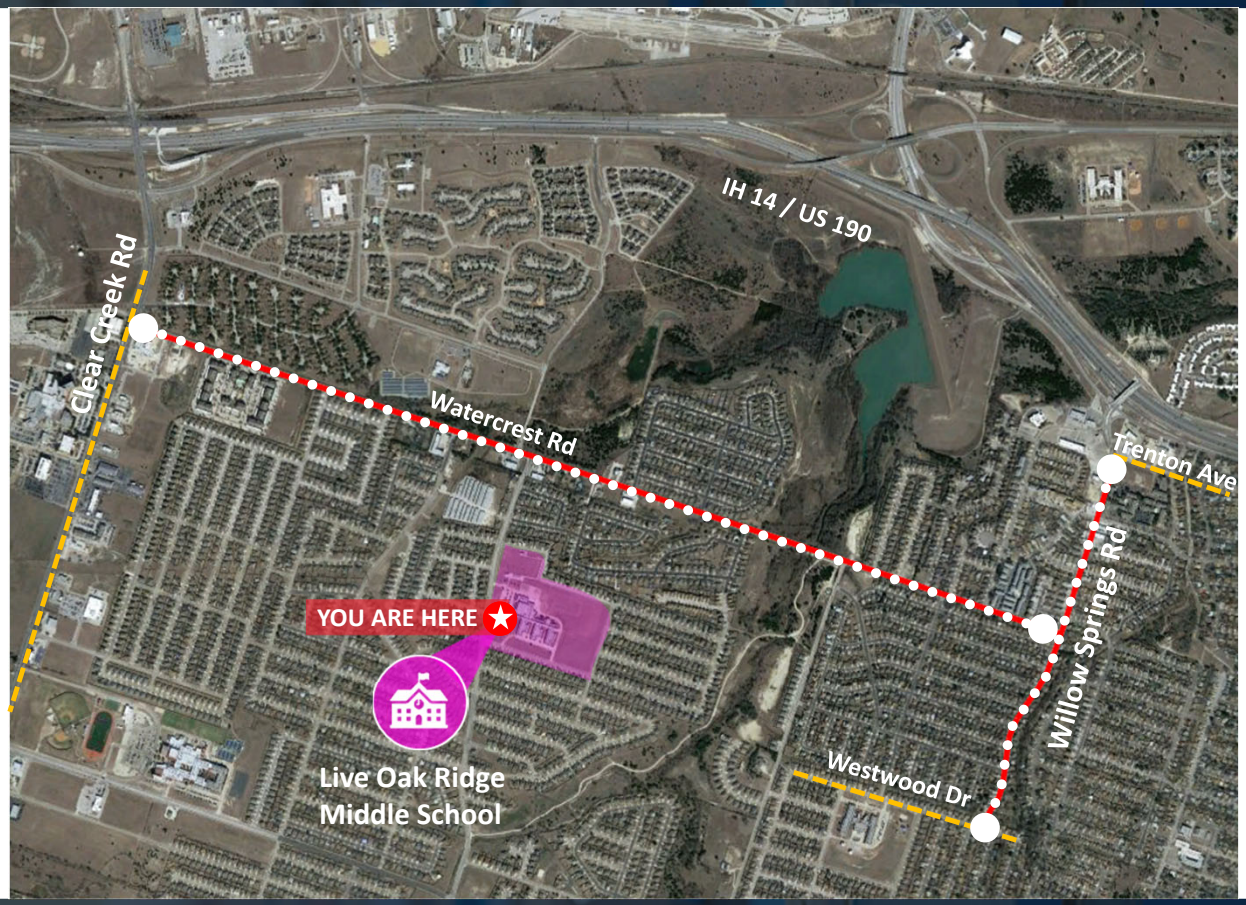
PUBLIC PROJECT ENGINEERING

KILLEEN TEXAS

Overview

Watercrest Road

Clear Creek Road to Willow Springs Road



Willow Springs Road

Westwood Drive to Trenton Avenue

Existing Facilities

Watercrest Road

- From Clear Creek Road to Willow Springs Road
- East-West 4-lane facility
- Constructed in 2009
- Some sidewalks at the project ends
- Experiencing pavement failure
- One of the City of Killeen's 2021 Transportation Projects

Existing Facilities

Willow Springs Road

- From Westwood Drive to Trenton Avenue
- North-South 2- to 3-lane facility
- Sidewalks throughout with gaps
- Experiencing pavement failure
- Misaligned through lane at Watercrest Road
- One of the City of Killeen's 2021 Transportation Projects

Watercrest Road

HIGHLIGHTS:

- Reconstruct roadway.
- Complete sidewalk on south side and fill in gaps on north side at east end. Update pedestrian ramps to be ADA compliant.
- Add traffic signal at Robinett Road intersection.
- Evaluate drainage to maintain or improve.
- Add illumination.
- Estimated Cost $10.8M

Willow Springs Road

HIGHLIGHTS:

- Reconstruct roadway.
- Accommodate large number of side streets and driveways with access needs.
- Align through lanes at Watercrest Road.
- Fill in sidewalk gaps and update pedestrian ramps to be ADA compliant.
- Evaluate drainage to maintain or improve.
- Add illumination.
- Estimated Cost: $5.1M

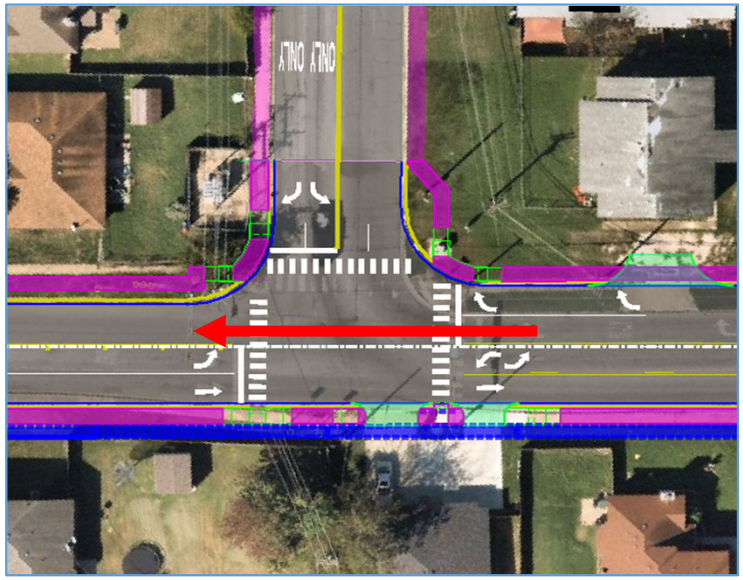
Willow Springs Rd at Watercrest Rd

Existing Misaligned Intersection

Proposed Realigned Intersection

Willow Springs Rd at Watercrest Rd

Existing Misaligned Intersection



Proposed Realigned Intersection

Pedestrian Ramps

Existing Pedestrian Ramp

Proposed ADA Compliant Pedestrian Ramp

SCHEDULE

We are here

PRELIMINARY ENGINEERING
DECEMBER 2021 – SEPTEMBER 2022

PUBLIC WORKSHOP
SEPTEMBER 29, 2022

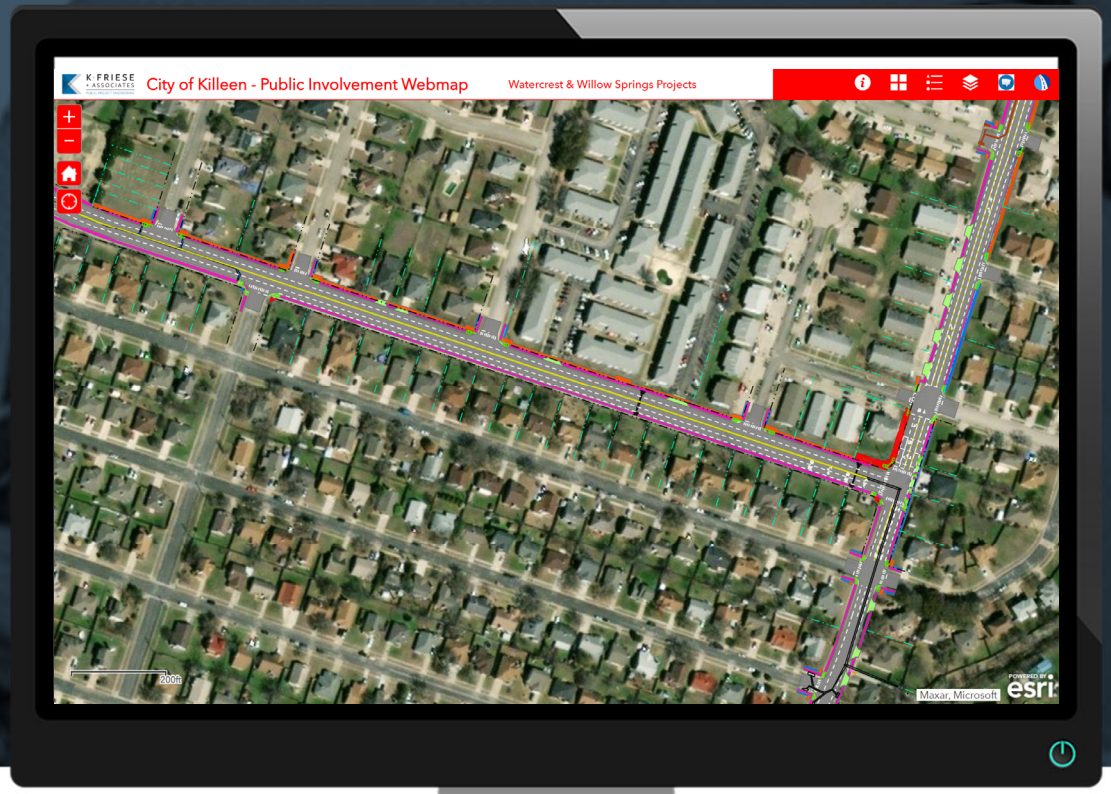
COMMENT PERIOD
SEPTEMBER 30, – OCTOBER 13, 2022

FINAL DESIGN
OCTOBER 2022 – AUGUST 2023

CONSTRUCTION

WATERCREST RD
FALL 2023 – SPRING 2025

WILLOW SPRINGS RD
SPRING 2025 – SPRING 2026



Project Website:

https://arcg.is/1X5nCf0

Questions

Thank you for coming tonight.

K·FRIESE + ASSOCIATES
PUBLIC PROJECT ENGINEERING

KILLEEN TEXAS

ENGINEER's Services

Article 1 of the Agreement is amended and supplemented to include the following agreement of the parties. ENGINEER shall provide Basic Services as set forth below:

PART 1 – BASIC SERVICES

PHASE I – PRELIMINARY PLANS

3. **Address Public Comments –** Provide exhibits for City Council review addressing public comments from the Public Workshop held on September 28, 2022. Comments include changing Watercrest Road from four lanes to three lanes, adding a right turn lane at Cody Poe Road, and straightening the alignment through the existing s-curve.

6. **Existing Peak Hour Traffic Study –** DKS Associates (DKS) will conduct a traffic study of the **Willow Springs Road** corridor to produce the following elements:
    a. Traffic data collection – DKS will obtain existing count data from the TxDOT Statewide Traffic Analysis and Reporting System (STARS II) and assess what additional traffic counts are needed.
        i. DKS determined that traffic counts are needed on Willow Springs Road at 3 locations (Wheeler Ave, Watercrest Road, Westwood Drive); and spot speeds survey are required at 3 locations on Willow Springs Road. DKS will obtain the traffic counts and speed surveys.
    b. DKS will perform traffic signal warrant analysis at Watercrest Road / Robinette Road and at Watercrest Road / Cody Poe Road intersections.

PHASE II – PS&E DESIGN & BID PHASE

1. **Construction Plans**

    a. MISCELLANEOUS PLANS – **Willow Springs Road**
        xi. ILLUMINATION PLAN (5 Sheets)

Assumptions:
- Base files for the illumination design will be provided by others
- Lighting and load analysis along the corridor, and at the intersection of Willow Springs and Watercrest will be performed by others.
- Illumination design is assumed to have the luminaires placed on existing utility poles spaced at 600' apart. All other designs, including electrical design will be

performed by others. Proposed conduit, service panel and power source, etc… will not be shown on the plan sheets. No additional detail sheets showing circuit diagrams will be provided.

- Oncor will provide construction engineering services, including responding to submittal/RFI.
- DKS assumed up to eight (8) hours of coordination with Oncor.

b. MISCELLANEOUS PLANS - **Watercrest Road**

vii. TRAFFIC SIGNAL PLANS –Watercrest Road at Robinette Road

- GENERAL NOTES (Up to 5 Sheets)
- SUMMARY OF QUANTITIES (1 Sheet)
- CONDITION DIAGRAM SHEET (1 Sheet)
- TRAFFIC SIGNAL PLAN SHEET (1 Sheet)
- TRAFFIC SIGNAL DETECTION SHEET (1 Sheet)
- TRAFFIC SIGNAL DETAIL SHEETS (19 Sheets)
- TRFFIC SIGNAL CONTROLLER PROGRAMING

viii. ILLUMINATION PLAN (5 Sheets)

Assumptions:

- Base files for the illumination design will be provided by others
- Lighting and load analysis along the corridor, and at the intersection of Willow Springs and Watercrest will be performed by others.
- Illumination design is assumed to have the luminaires placed on existing utility poles spaced at 600' apart. All other designs, including electrical design will be performed by others. Proposed conduit, service panel and power source, etc… will not be shown on the plan sheets. No additional detail sheets showing circuit diagrams will be provided.
- Oncor will provide construction engineering services, including responding to submittal/RFI.
- DKS assumed up to eight (8) hours of coordination with Oncor.

d. STORM SEWER PLAN & PROFILE SHEETS – Watercrest Road - No additional scope. Fixing error on Fee Summary table to reflect detail tab.

HAWK SIGNAL PLANS (No longer required, removed from Engineer's Scope)

i. GENERAL NOTES (Up to 4 Sheets)
ii. SUMMARY OF QUANTITIES (1 Sheet)
iii. CONDITION DIAGRAM SHEET (1 Sheet)
iv. HAWK SIGNAL PLAN SHEET – WATERCREST DR (1 Sheet)
v. HAWK SIGNAL DETAIL SHEETS (Up to 19 Sheets)

ROW MAPPING (No longer required on Watercrest Road, removed from Engineer's Scope)

PHASE III – CONSTRUCTION PHASE SERVICES

1. Construction Phase Services – KFA will assist the City of Killeen with contract administration during the construction phase of the project. We understand the City of Killeen will provide required construction inspection services and have assumed that the construction duration will be approximately sixteen (16) months for **Willow Springs Road** and twenty (20) months for **Watercrest Road**. Services related to the traffic signals and illumination will include:

    a. Progress Meetings and Site Visits – DKS will visit the site and conduct construction meetings approximately once a month and as needed when construction is in progress to verify that the work is generally in conformance with the plans and specifications. For budgeting purposes, DKS has assumed six (6) meetings/field visits on **Watercrest Road** and two (2) additional meetings/field visits on **Willow Springs Road** for a total of eight (8).
    b. Submittal Review –For budgeting purposes, DKS has assumed four (4) submittal reviews on **Watercrest Road** and two (2) additional submittal reviews on **Willow Springs Road** for a total of six (6). Illumination submittals will be reviewed by others.
    c. Requests for Information (RFIs) – KFA will provide answers to requests for information (RFI's) from Contractor as related to possible conflicts and clarifications needed between plans and specifications. For budgeting purposes, DKS has assumed four (4) RFIs on **Watercrest Road** and four (2) additional RFIs on **Willow Springs Road** for a total of six (6). Illumination RFIs will be answered by others.
    d. Preparation of Change Orders. KFA will provide answers, sheet revisions, and revisions to anticipated construction costs for Change Order requests from the City. Eight (8) change orders (not due to errors & omissions) have been assumed for DKS.
    e. Record Drawings. KFA and DKS will use the Contractor's redline as-built drawings to document as-built conditions in the final record drawings. KFA will supply the City of Killeen with one set of reproducible record drawings and provide one set of record drawings in .pdf format.

City of Killeen - Willow Springs Road and Watercrest Road Reconstruction
Ammendment 2
Budget Summary

TASK	SHEETS/ UNITS	KFA	SAM	RKI	DKS	
						Total Labor Cost
PROJECT MANAGEMENT (TIME & MATERIALS)		$ 2,640.00			$ 20,520.00	*$ 23,160.00*
PHASE I -PRELIMINARY ENGINEERING (TIME & MATERIALS)		$ 6,650.00				*$ 6,650.00*
PHASE II - PS&E DESIGN & BID PHASE (TIME & MATERIALS)		$ 31,720.00			$ 56,025.00	*$ 87,745.00*
PHASE III - CONSTRUCTION PHASE SERVICES (TIME & MATERIALS)					$ 15,160.00	*$ 15,160.00*
TIME & MATERIALS LABOR COST		$ 41,010.00	$ -	$ -	$ 91,705.00	*$ 132,715.00*
TIME & MATERIALS EXPENSES		$ -	$ (6,075.00)	$ -	$ 7,625.00	*$ 1,550.00*
ADDITIONAL SERVICES		$ -	$ (34,650.00)	$ -	$ (22,341.32)	*$ (56,991.32)*
TOTAL PROJECT COST		$ 41,010.00	$ (40,725.00)	$ -	$ 76,988.68	*$ 77,273.68*

City of Killeen - Willow Springs Road Reconstruction
Ammendment 2
Budget Summary

TASK	SHEETS/ UNITS	KFA	SAM	RKI	DKS	
						Total Labor Cost
PROJECT MANAGEMENT (TIME & MATERIALS)					***PM SUBTOTAL =***	***$ 10,320.00***
1. Overall Project Management (24 Months Anticipated)	24	$ 2,640.00	$ -	$ -	$ 7,680.00	$ 10,320.00
PHASE I -PRELIMINARY ENGINEERING (TIME & MATERIALS)				***PHASE I SUBTOTAL =***		**$ -**
PHASE II - PS&E DESIGN & BID PHASE (TIME & MATERIALS)				***PHASE II SUBTOTAL =***		**$ 11,885.00**
1. Construction Plans						
h.ILLUMINATIONL PLANS						
a.xi. Illumintion Plan	5	$ -	$ -	$ -	$ 11,885.00	$ 11,885.00
PHASE III - CONSTRUCTION PHASE SERVICES (TIME & MATERIALS)					***PHASE III SUBTOTAL =***	**$ 2,900.00**
1. Construction Phase Services						
e. Record Drawings	4	$ -	$ -	$ -	$ 2,900.00	$ 2,900.00
TIME & MATERIALS LABOR COST		**$ 2,640.00**	**$ -**	**$ -**	**$ 22,465.00**	**$ 25,105.00**
TIME & MATERIALS EXPENSES		**$ -**	**$ -**	**$ -**	**$ 3,812.50**	**$ 3,812.50**
ADDITIONAL SERVICES		**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
TOTAL PROJECT COST		**$ 2,640.00**	**$ -**	**$ -**	**$ 26,277.50**	**$ 28,917.50**

City of Killeen - Watercrest Road Reconstruction
Ammendment 2
Budget Summary

TASK	SHEETS/ UNITS	KFA	SAM	RKI	DKS	
						Total Labor Cost
PROJECT MANAGEMENT (TIME & MATERIALS)					***PM SUBTOTAL =***	***$ 12,840.00***
1. Overall Project Management (24 Months Anticipated)					$ 12,840.00	$ 12,840.00
PHASE I -PRELIMINARY ENGINEERING (TIME & MATERIALS)				***PHASE I SUBTOTAL =***		**$ 6,650.00**
3. Develop Preliminary Design						
b. Schematic Level Plan Sheets (Revise per Public Comment - City Council Exhibits)		$ 6,650.00			$ -	$ 6,650.00
PHASE II - PS&E DESIGN & BID PHASE (TIME & MATERIALS)				***PHASE II SUBTOTAL =***		**$ 75,860.00**
1. Construction Plans						
b.TRAFFIC SIGNAL PLANS						$ -
b.vii. GENERAL NOTES	6				$ 5,950.00	$ 5,950.00
b.vii. SUMMARY OF QUANTTIES	1				$ 3,580.00	$ 3,580.00
b.vii.. CONDITION DIAGRAM SHEET	1				$ 2,490.00	$ 2,490.00
g.iv. TEMPORARY SIGNAL PLAN - RESERVED					$ 10,155.00	$ 10,155.00
b.vii. TRAFFIC SIGNAL PLAN SHEET	1				$ 6,075.00	$ 6,075.00
b.vii. TRAFFIC SIGNAL DETECTION SHEET	1				$ 1,390.00	$ 1,390.00
b.vii. TRAFFIC SIGNAL DETAIL SHEETS	19				$ 2,615.00	$ 2,615.00
b.vii. SIGNAL CONTROLLER PROGRAMMING	1				$ -	$ -
d.v. STORM SEWER PLAN & PROFILE SHEETS	20	$ 31,720.00			$ -	$ 31,720.00
PHASE III - CONSTRUCTION PHASE SERVICES (TIME & MATERIALS)					***PHASE III SUBTOTAL =***	**$ 12,260.00**
1. Construction Phase Services						
b. Progress Meetings and Site Visits (24 virtual meetings/visits total)					$ 4,680.00	$ 4,680.00
c. Submittal Reviews (4 reviews)					$ 1,560.00	$ 1,560.00
d. RFI Response (8 RFI responses)					$ 3,120.00	$ 3,120.00
g. Record Drawings					$ 2,900.00	$ 2,900.00
TIME & MATERIALS LABOR COST		**$ 38,370.00**	**$ -**	**$ -**	**$ 69,240.00**	**$ 107,610.00**
TIME & MATERIALS EXPENSES		**$ -**	**$ -**	**$ -**	**$ 3,812.50**	**$ 3,812.50**
ADDITIONAL SERVICES (REMOVE HAWK SIGNAL)(CREDIT)		**$ -**	**$ -**	**$ -**	**$ (22,341.32)**	**$ (22,341.32)**
ADDITIONAL SERVICES (REMOVE ROW MAPPING)(CREDIT)			**$ (40,725.00)**			**$ (40,725.00)**
TOTAL PROJECT COST		**$ 38,370.00**	**$ (40,725.00)**	**$ -**	**$ 50,711.18**	**$ 48,356.18**

CHANGE ORDER(S) FOR

Greenforest Circle Drainage Improvements

(Project Name)

Department/Division:	Development Services/Engineering	**Bid No.:**	N/A	**NOTE**
Vendor Name:	K- Friese & Associates, Inc.			1. If individual Change Order request is ≥ $50,000, please attach CCMR in front of Change Order request for Council approval
Original Contract Amount:	$1,902,976.86	**CCMR No.:**	21-155R	2. If, cumulatively, Change Orders are ≥ 25% of awarded contract amount please attach CCMR in front of Change Order request for Council approval
Date CCMR Approved:	12/07/21			

HISTORY OF CHANGE ORDERS

CO#	Proposed or Approved	Date CCMR Approved	CCMR#	Amount	Account Number (xxx-xxxx-xxx-xx.xx)	BRIEF Reason for Change Order Request (must fit in allotted space)	Updated Contract Amount	% Change in Contract
1	☐ Proposed ☑ Approved	08/31/22		$21,695.25	328-8934-493.69-01	Deliver a PowerPoint presentation at the Public Workshop for Willow Springs and Watercrest Rd	$1,924,672.11	1.14%
2	☑ Proposed ☐ Approved			$77,273.68	328-8934-493.69-01	Traffic Data Collection, Illumination design and a Traffic Signal	$2,001,945.79	5.20%
3	☐ Proposed ☐ Approved						$2,001,945.79	5.20%
4	☐ Proposed ☐ Approved						$2,001,945.79	5.20%
5	☐ Proposed ☐ Approved						$2,001,945.79	5.20%
6	☐ Proposed ☐ Approved						$2,001,945.79	5.20%
7	☐ Proposed ☐ Approved						$2,001,945.79	5.20%
8	☐ Proposed ☐ Approved						$2,001,945.79	5.20%
9	☐ Proposed ☐ Approved						$2,001,945.79	5.20%
10	☐ Proposed ☐ Approved						$2,001,945.79	5.20%

Dept. Head Signature/Date

Recommended:	Recommended:
Purchasing Manager/Date	Director of Finance/Date

Recommended:	Approved/Disapproved:
City Attorney/Date	City Manager/Date

CONTRACT AMENDMENT

No. 2

Willow Springs Road and Watercrest Road Reconstruction

This Amendment shall be made a part of the City of Killeen (Project) Professional Services Agreement. This Contract was entered into on December 7, 2021 and amended on September 23, 2022. The change in the fee structure is as follows:

JUSTIFICATION:

A Professional Services Agreement (PSA) with K Friese & Associates, Inc. (KFA) for the complete design of the Willow Springs and Watercrest Road reconstruction project in the amount of $1,924,672.11. This Transportation project is included on the priority list of Street Reconstruction projects in the adopted Capital Improvement Plan for the current fiscal year. The staff requested KFA to address public comments received at the Public Workshop held on September 28, 2022. KFA will provide revised exhibits to change Watercrest Road from a four-lane facility to a three-lane facility; add a right turn lane at Cody Poe Road; evaluate traffic signals at Robinette and at Cody Poe Roads; add a traffic signal at Robinette Road; and add illumination throughout Watercrest and Willow Spring Roads.

Scope of Services	Phase	Present Contract Amount	Proposed Amendment	Proposed Contract Amount (Original thru Amendment)
Lump Sum fee proposed	-	$1,902,976.86		$1,902,976.86
Additional Services #1		$21,695.25		
Additional Services #2	-		$77,273.68	
	Total	$1,924,672.11	$77,273.68	$2,001,945.79

K Friese & Associates, Inc.

By: Thomas M. Owens, PE

Signature: _____

Title: Executive Vice President

Date: 8 DEC 22

City of Killeen

By: For Kent Cagle

Signature: _____

Title: City Manager

Date: _____

ENGINEER's Services

Article 1 of the Agreement is amended and supplemented to include the following agreement of the parties. ENGINEER shall provide Basic Services as set forth below:

PART 1 – BASIC SERVICES

PHASE I – PRELIMINARY PLANS

3. **Address Public Comments –** Provide exhibits for City Council review addressing public comments from the Public Workshop held on September 28, 2022. Comments include changing Watercrest Road from four lanes to three lanes, adding a right turn lane at Cody Poe Road, and straightening the alignment through the existing s-curve.

6. **Existing Peak Hour Traffic Study –** DKS Associates (DKS) will conduct a traffic study of the **Willow Springs Road** corridor to produce the following elements:
    a. Traffic data collection – DKS will obtain existing count data from the TxDOT Statewide Traffic Analysis and Reporting System (STARS II) and assess what additional traffic counts are needed.
        i. DKS determined that traffic counts are needed on Willow Springs Road at 3 locations (Wheeler Ave, Watercrest Road, Westwood Drive); and spot speeds survey are required at 3 locations on Willow Springs Road. DKS will obtain the traffic counts and speed surveys.
    b. DKS will perform traffic signal warrant analysis at Watercrest Road / Robinette Road and at Watercrest Road / Cody Poe Road intersections.

PHASE II – PS&E DESIGN & BID PHASE

1. **Construction Plans**

    a. MISCELLANEOUS PLANS – **Willow Springs Road**
        xi. ILLUMINATION PLAN (5 Sheets)

Assumptions:
- Base files for the illumination design will be provided by others
- Lighting and load analysis along the corridor, and at the intersection of Willow Springs and Watercrest will be performed by others.
- Illumination design is assumed to have the luminaires placed on existing utility poles spaced at 600' apart. All other designs, including electrical design will be

performed by others. Proposed conduit, service panel and power source, etc… will not be shown on the plan sheets. No additional detail sheets showing circuit diagrams will be provided.

- Oncor will provide construction engineering services, including responding to submittal/RFI.
- DKS assumed up to eight (8) hours of coordination with Oncor.

b. MISCELLANEOUS PLANS - **Watercrest Road**

vii. TRAFFIC SIGNAL PLANS –Watercrest Road at Robinette Road

- GENERAL NOTES (Up to 5 Sheets)
- SUMMARY OF QUANTITIES (1 Sheet)
- CONDITION DIAGRAM SHEET (1 Sheet)
- TRAFFIC SIGNAL PLAN SHEET (1 Sheet)
- TRAFFIC SIGNAL DETECTION SHEET (1 Sheet)
- TRAFFIC SIGNAL DETAIL SHEETS (19 Sheets)
- TRFFIC SIGNAL CONTROLLER PROGRAMING

viii. ILLUMINATION PLAN (5 Sheets)

Assumptions:

- Base files for the illumination design will be provided by others
- Lighting and load analysis along the corridor, and at the intersection of Willow Springs and Watercrest will be performed by others.
- Illumination design is assumed to have the luminaires placed on existing utility poles spaced at 600' apart. All other designs, including electrical design will be performed by others. Proposed conduit, service panel and power source, etc… will not be shown on the plan sheets. No additional detail sheets showing circuit diagrams will be provided.
- Oncor will provide construction engineering services, including responding to submittal/RFI.
- DKS assumed up to eight (8) hours of coordination with Oncor.

d. STORM SEWER PLAN & PROFILE SHEETS – Watercrest Road - No additional scope or fee. Fixing error on Fee Summary table to reflect detail tab.

HAWK SIGNAL PLANS (No longer required, removed from Engineer's Scope)

i. GENERAL NOTES (Up to 4 Sheets)
ii. SUMMARY OF QUANTITIES (1 Sheet)
iii. CONDITION DIAGRAM SHEET (1 Sheet)
iv. HAWK SIGNAL PLAN SHEET – WATERCREST DR (1 Sheet)
v. HAWK SIGNAL DETAIL SHEETS (Up to 19 Sheets)

ROW MAPPING (No longer required on Watercrest Road, removed from Engineer's Scope)

PHASE III – CONSTRUCTION PHASE SERVICES

1. Construction Phase Services – KFA will assist the City of Killeen with contract administration during the construction phase of the project. We understand the City of Killeen will provide required construction inspection services and have assumed that the construction duration will be approximately sixteen (16) months for **Willow Springs Road** and twenty (20) months for **Watercrest Road**. Services related to the traffic signals and illumination will include:

    a. Progress Meetings and Site Visits – DKS will visit the site and conduct construction meetings approximately once a month and as needed when construction is in progress to verify that the work is generally in conformance with the plans and specifications. For budgeting purposes, DKS has assumed six (6) meetings/field visits on **Watercrest Road** and two (2) additional meetings/field visits on **Willow Springs Road** for a total of eight (8).
    b. Submittal Review –For budgeting purposes, DKS has assumed four (4) submittal reviews on **Watercrest Road** and two (2) additional submittal reviews on **Willow Springs Road** for a total of six (6). Illumination submittals will be reviewed by others.
    c. Requests for Information (RFIs) – KFA will provide answers to requests for information (RFI's) from Contractor as related to possible conflicts and clarifications needed between plans and specifications. For budgeting purposes, DKS has assumed four (4) RFIs on **Watercrest Road** and four (2) additional RFIs on **Willow Springs Road** for a total of six (6). Illumination RFIs will be answered by others.
    d. Preparation of Change Orders. KFA will provide answers, sheet revisions, and revisions to anticipated construction costs for Change Order requests from the City. Eight (8) change orders (not due to errors & omissions) have been assumed for DKS.
    e. Record Drawings. KFA and DKS will use the Contractor's redline as-built drawings to document as-built conditions in the final record drawings. KFA will supply the City of Killeen with one set of reproducible record drawings and provide one set of record drawings in .pdf format.

WATERCREST AND WILLOW SPRINGS RECONSTRUCTION CONTRACT AMENDMENT

RS-23-007

January 3, 2023

Background

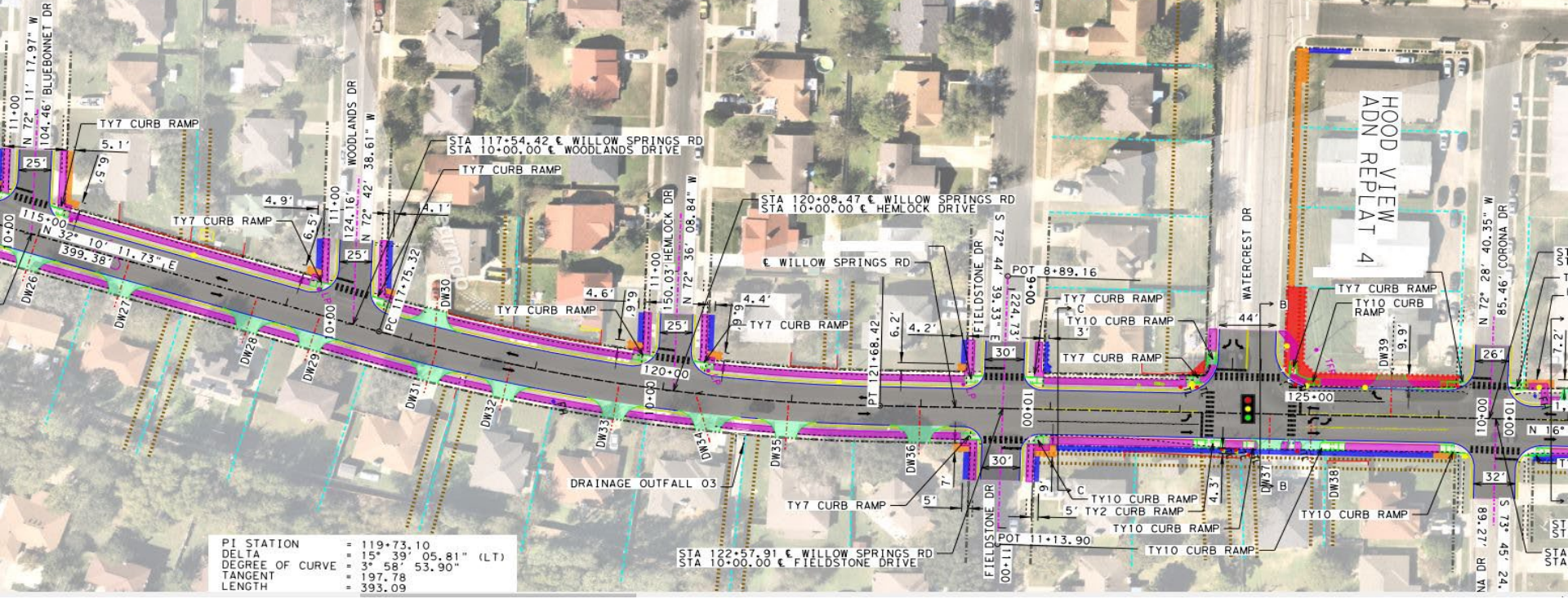
- On December 1, 2021, a Professional Services Agreement (PSA) was executed with K. Friese and Associates for the Design of the Watercrest and Willow Springs Reconstruction Project
- On September 28, 2022, the City had an open house to discuss the scope of the project, the project schedule, and provided a platform for individuals to express their questions and concerns. (Amendment No 1.)
- Amendment No. 2 with K. Friese and Associates, in the amount of $77,273.68 for the addition of a signal at Robinette and lighting design

Open House Comments

- Lack of crosswalks
- Sidewalk on the North side of Watercrest Road
- Speeding
- Turning in/out of intersection safely along Watercrest
- Road realigning and revising vertical curve along Watercrest

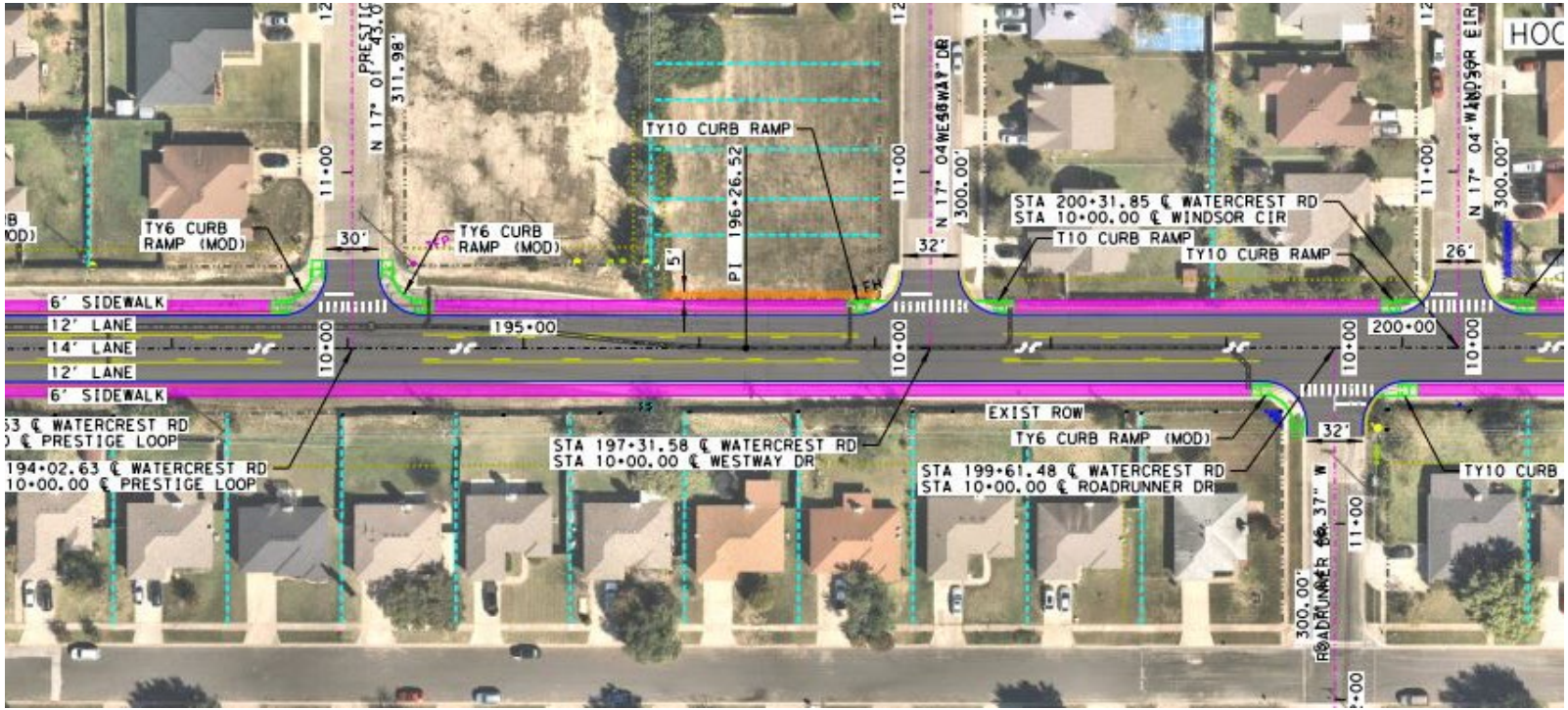
Design Analysis Results

- Low Traffic Volumes
- High average speed
- Signal warranted at Robinette Rd
- Existing Horizontal/Vertical curve do not meet current design standards
- Narrowing 4-Lane to 3-Lane
- Watercrest currently does not have enough right-of-way for additional sidewalk on north side



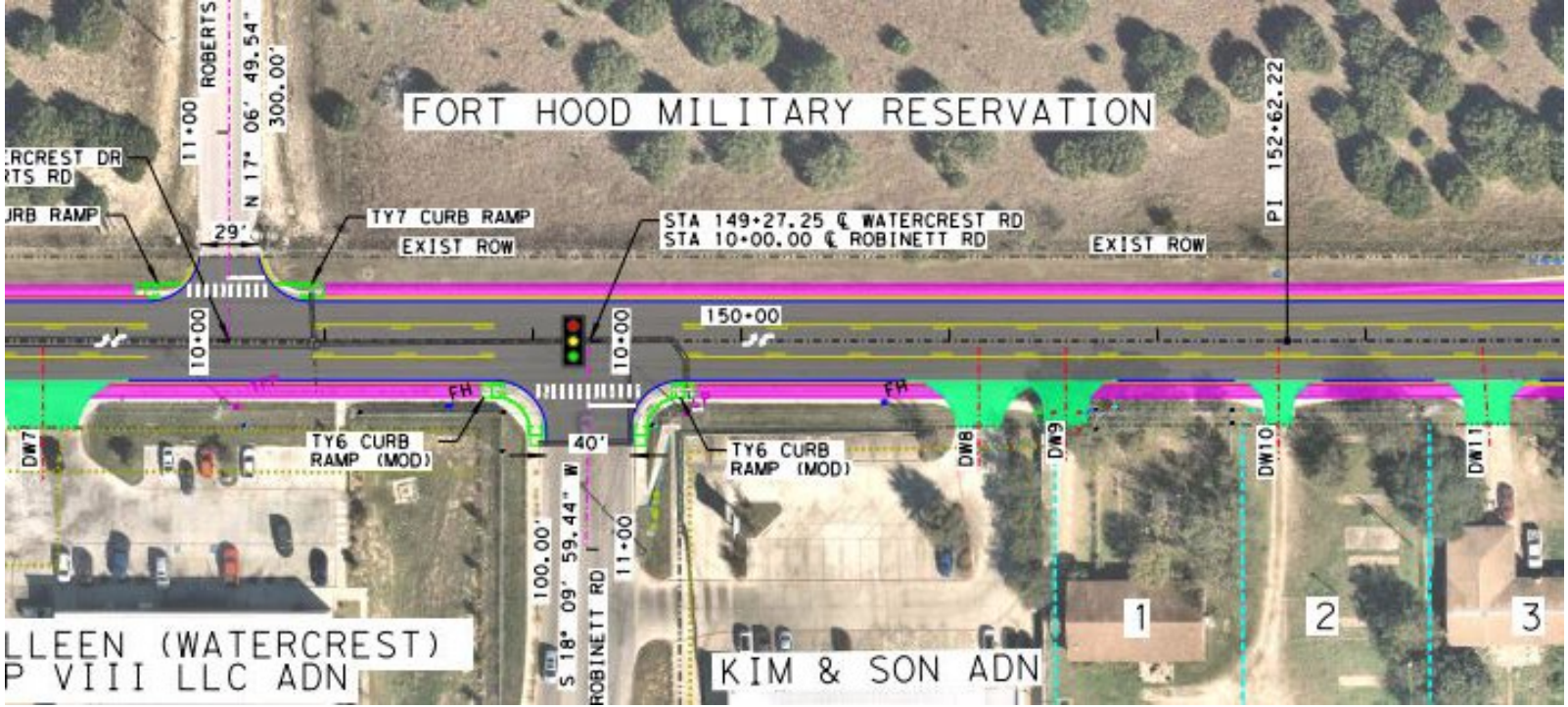
6 Purposed Alternative

Willow Springs Intersection Realignment



6 Proposed Alternative

Watercrest – Curve Realignment/Sidewalk North Side



7 Proposed Alternative

Watercrest at Robinette Road- Proposed Signal

Alternatives Considered

The City Council has two (2) alternatives. The Council may:

- Do Not Authorize the amendment of the contract and delay the design and construction of the Watercrest and Willow Springs Project
- Authorize the execution of Amendment No. 2 with K. Friese and Associates, in the amount of $77,273.68 for the final the design of Willow Springs and Watercrest Reconstruction Project.

Recommendation

- Staff recommends that the City Council Authorize the execution of Amendment No. 2 with K. Friese and Associates, in the amount of $77,273.68 for the final the design of Willow Springs and Watercrest Reconstruction Project.

City of Killeen

Staff Report

File Number: OR-23-001

1	City Council Workshop	01/03/2023	Reviewed and Referred	City Council	01/10/2023

Consider an ordinance amending the North Killeen Revitalization Program to waive parkland dedication and development fees and traffic impact analysis worksheet fees for eligible projects within the North Killeen Revitalization Area.

DATE: **January 3, 2023**

TO: **Kent Cagle, City Manager**

FROM: **Edwin Revell, Executive Director of Development Services**

SUBJECT: **Ordinance amending the North Killeen Revitalization Program**

BACKGROUND AND FINDINGS:

The North Killeen Revitalization Program (NKRP) was established in 2015 and readopted in 2020. The program waives certain fees for eligible projects within the NKRP boundary. The purpose of the program is to incentivize new development in North Killeen.

In order for a property owner/developer to be eligible to apply for fee waivers, the property owner/developer:

- Must not be delinquent in paying property taxes;
- Must not have any active code enforcement violations;
- Must not be in arrears on any City account; and
- Must not have any City liens.

The Program waives the following fees for new construction or rehabilitation projects that expend a minimum of $2,000:

- All building permit fees;
- Plat application fees;
- Zoning application fees;
- Variance application fees;
- Demolition permit fee; and
- Sign permit fees.

If approved, the proposed ordinance will also waive parkland dedication and development fees and traffic impact analysis worksheet fees for eligible projects within the North Killeen Revitalization Area.

THE ALTERNATIVES CONSIDERED:

The City Council has three (3) alternatives:

- Do not approve the ordinance;
- Approve the ordinance with modifications; or
- Approve the ordinance as presented.

Which alternative is recommended? Why?

Staff recommends approval of the ordinance as presented. Approval of the proposed ordinance will waive parkland dedication and development fees within the North Killeen Revitalization Area.

CONFORMITY TO CITY POLICY:

This is not applicable.

FINANCIAL IMPACT:

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

This is not applicable.

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:

Staff recommends approval of the ordinance as presented.

DEPARTMENTAL CLEARANCES:

Development Services
Legal

ATTACHED SUPPORTING DOCUMENTS:

Ordinance

ORDINANCE _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KILLEEN, TEXAS AMENDING THE NORTH KILLEEN REVITALIZATION PROGRAM; EXEMPTING PARKLAND DEDICATION AND DEVELOPMENT FEES; WAIVING TRAFFIC IMPACT ANALYSIS WORKSHEET FEES; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR THE REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, the City Council passed and adopted an ordinance establishing a North Killeen Revitalization Program on September 22, 2015; and

WHEREAS, the City Council readopted the North Killeen Revitalization Program on September 22, 2020;

WHEREAS, the City Council desires to waive parkland dedication and development fees for eligible projects within the North Killeen Revitalization Area;

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

SECTION I. That the City of Killeen hereby amends the North Killeen Revitalization Program as follows:

NORTH KILLEEN REVITALIZATION PROGRAM

I. GENERAL PURPOSE

The purpose is to promote the development and redevelopment of North Killeen as depicted in Figure 1.1. This program includes incentives for residential and commercial/business structure~~s'~~ rehabilitation, expansion, ~~and/~~or new construction. The structure for which the improvement is proposed must be brought ~~up to~~within compliance of current building codes; allowing for non-conforming lots as described in section IV~~-~~(a). By adopting this program, the City intends to provide incentives by waiving certain fees and providing for the refund of payments made toward~~release of~~ certain liens, beginning on the date of City Council adoption of this program.

II. DEFINITIONS

Department shall mean the development services department for the City of Killeen.

Director shall mean the executive director of development services.

~~"~~*Eligible Rehabilitation*~~"~~ includes physical improvements to real property to include structural repairs, re-roof, foundation rehabilitation, exterior and interior improvements to ~~bring up to~~comply with the C~~c~~ode, provide for accessibility improvements, or exceed minimum

requirements such as electrical, plumbing, and HVAC improvements. Eligible rehabilitation does NOT include personal property (such as furniture, appliances, equipment, and/or supplies).

"*New Construction*" ishall meanns a newly constructed structure for residence or conduct of business requiring a permanent foundation. This excludes accessory structures such as sheds, fences, and incidental out-buildings.

Program shall mean the North Killeen Revitalization Program.

III. FEE WAIVERS

A. ELIGIBLE RECIPIENTS/PROPERTIES

1. In order for a property owner/developer to be eligible to apply for fee waivers under the Program, the property owner/developer:

   a. Must submit an Program application to the City;
   b. Must not be delinquent in paying property taxes for any property located in the City of Killeen owned by the applicant property owner/developer or applicant;
   c. Must not have any active code enforcement violations;
   d. Must not be in arrears on any City account; and
   e. Must not have any City liens filed against any property owned by the applicant property owner/developer, or liens must be paid in full prior to submitting application in accordance with subsection B below.

2. Approval of the Program application and waiver of the fees shall not be deemed to be approval of any aspect of the project. All projects are subject to and must comply with all applicable local, State, and Federal laws. Before construction, the applicant must ensure that the project is located in the correct zoning district.

B. RELEASE OF LIENS

1. Outstanding liens shall be paid in full to the City by way of cashier's check or money order prior to submitting an a Program application for the North Killeen Revitalization Program. Upon completion of the project, any payments made toward a liens shall may be refunded to the applicant in accordance with subsection (2), below.

2. The City may reimburse any payment, including interest, made toward the release of the following liens, to include interest, shall be released in

~~conjunction with~~after completion of ~~an~~ ~~eligible~~ new construction or eligible rehabilitation project, in an amount not to exceed the total valuation of the ~~eligible~~ new construction or eligible rehabilitation project:

a. One hundred (100) percent of all liens incurred for the abatement of nuisances, as described in ~~Killeen Code of Ordinances,~~ Chapter 18 of the Code~~, in an amount not to exceed the total valuation of the eligible new construction or rehabilitation project.~~.

b. Fifty (50) percent of all liens and civil penalties incurred for the demolition of an unsafe structure in accordance with ~~Killeen Code of Ordinances,~~ Chapter 8, Article V of the Code~~, in an amount not to exceed the total valuation of the eligible new construction or rehabilitation project.~~.

3. The City shall not release ~~or~~ or forgive any lien or refund payments made toward any lien on a property owned by the person whose actions resulted in the lien being placed on the property. The City shall not release or forgive any lien or refund payments made toward any lien on a property owned by an immediate family member or firm, corporation, partnership, or business entity of a person whose actions resulted in the lien being placed on the property. For purposes of this section, the term "immediate family member" shall mean spouse, child, parent, niece, nephew, aunt, uncle, grandparent, grandchild, or anyone having one of these relationships by law.

4. On a case-by-case basis, the City may consider releasing or forgiving any lien or refunding payments made toward any liens on a property when not in conjunction with ~~an eligible~~ new construction or eligible rehabilitation project if the City Manager deems ~~the release of liens~~that doing so will advance the City's revitalization efforts.

5. On a case-by-case basis, the City may consider releasing or forgiving any lien or refunding payments made toward any liens in excess of the valuation of the ~~eligible~~ new construction or eligible rehabilitation project if the City Manager deems ~~the release of liens~~that doing so will advance the City's revitalization efforts.

C. DEVELOPMENT FEES

1. Once the application for incentives under the Program has been approved by the City, the following fees for services performed by the City ~~of Killeen shall~~may be waived for new construction or eligible rehabilitation projects that expend ~~a minimum of~~at least $2,000:

a. All building permit related fees (including plans review and inspections);

b. Plat application fee (including preliminary plat, final plat, minor

plat and replat);

c. Zoning Board of Adjustment application fee;

d. Demolition permit fee;

e. Zoning application fee for properties seeking a zoning change to fit current property use; ~~and~~

f. Sign permit fees~~.~~;

g. Traffic impact analysis worksheet fees; and

~~g~~h. Parkland dedication and development fees.

2. If a permit or application listed in subsection (1), ~~above is expired~~in which the City waived the fee, subsequently expires, ~~the~~any fee(s) to reactivate, renew, or reapply shall not be waived. In addition, penalties and extension fees or re-permitting fees will not be waived.

3. Other development related fees not specified above may be considered for approval by the City Manager, or his designee.

IV. DEVELOPMENT STANDARDS

A. NON-CONFORMING LOTS/STRUCTURES

1. The minimum lot size for a non-conforming propert~~ies~~y located within the North Killeen Revitalization Area shall be 3600 square feet and will not be required to obtain approval from the Zoning Board of Adjustments.

2. The minimum building setbacks for a non-conforming property located within the North Killeen Revitalization Area shall be five (5) feet on each side, ten (10) feet on the rear, and twenty (20) feet on the front of each lot. ~~(Note: Items 1 and 2 above do not apply to conforming lots.)~~

3. The hearing ~~50% rule~~requirement as described ~~found~~ in ~~Killeen Code of Ordinances~~ Section~~.~~ 31-54(c), for reconstructing non-conforming structures/uses, will be waived and requests to repair or replace properties located within North Killeen Revitalization Area shall be deemed granted~~for properties located within this area~~.

V. PROCEDURAL STEPS

A. APPLICATION SUBMISSION

1. The applicant must complete and submit a City of Killeen "Application for Incentives" to the ~~City Manager~~Director, or his designee. A complete application must include proof that:

a. The project is located the North Killeen Revitalization Area; and

b. The project ~~is in compliance~~complies with the adopted North Killeen Revitalization Program.

2. The ~~Planning and Economic Development Services~~ Department will review the application for eligibility, accuracy, ~~-~~and completeness. ~~A complete application must include proof that:~~

~~a. The project is located the North Killeen Revitalization Area; and~~
~~b. The project is in compliance with the adopted North Killeen Revitalization Program.~~

3. Once the ~~Planning and Economic Development Services~~ Department determines that the application is complete and that the applicant is eligible to receive incentives, the Department will forward the application ~~will be forwarded~~ to the City Manager, or his designee, for approval.

B. INELIGIBLE PROJECTS

1. The following projects shall not be eligible for any incentives under the ~~City of Killeen's North Killeen Revitalization~~ Program:
   a. Sexually oriented businesses;
   b. Non-residential mobile structures; and
   c. Manufactured housing.

C. DENIED APPLICATIONS

1. Applications will be deemed denied thirty (30) calendar days after submission if all required supporting or requested documentation is not received by the City.

SECTION III. 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 IV. That should any section or part of any section or paragraph of this ordinance be declared invalid or unconstitutional for any reason, it shall not invalidate or impair the validity, force or effect of any other section or sections or part of a section or paragraph of this ordinance.

SECTION V. 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 VI. That this ordinance shall be effective after its passage and publication according to law, and shall remain in effect in perpetuity, or until otherwise amended or repealed by City Council.

PASSED AND APPROVED at a regular meeting of the City Council of the City of Killeen, Texas, this 10th day of January 2023, 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

NORTH KILLEEN REVITALIZATION PROGRAM (NKRP) AMENDMENT

OR-23-001

January 3, 2023

Background

- The North Killeen Revitalization Program (NKRP) was established in 2015 and readopted in 2020.
- The program waives certain fees for eligible projects within the NKRP boundary.
- The purpose of the program is to incentivize new development in North Killeen.

Eligible Recipients/Properties

- In order for a property owner/developer to be eligible to apply for fee waivers, the property owner/developer:
  - Must not be delinquent in paying property taxes;
  - Must not have any active code enforcement violations;
  - Must not be in arrears on any City account; and
  - Must not have any City liens.

Fee Waivers

- The Program waives the following fees for new construction or rehabilitation projects that expend a minimum of $2,000:
  - All building permit fees;
  - Plat application fees;
  - Zoning application fees;
  - Variance application fees;
  - Demolition permit fee; and
  - Sign permit fees.

Proposed Changes

- If approved, the proposed ordinance will also waive parkland dedication and development fees and traffic impact analysis worksheet fees for eligible projects within the North Killeen Revitalization Area

Alternatives

- The City Council has three (3) alternatives:
  - Do not approve the ordinance;
  - Approve the ordinance with modifications; or
  - Approve the ordinance as presented.

Recommendation

- Staff recommends approval of the ordinance as presented.

City of Killeen

Staff Report

File Number: RS-23-008

1	City Council Workshop	01/03/2023	Reviewed and Referred	City Council	01/10/2023

Consider a memorandum/resolution authorizing the conveyance of properties located at 414 and 511 N. 4th Street by donation deed to Bell County.

DATE: **January 3, 2023**

TO: **Kent Cagle, City Manager**

FROM: **Edwin Revell, Executive Director of Development Services**

SUBJECT: **Donation Deed to Bell County for property located at 414 and 511 N. 4th St.**

BACKGROUND AND FINDINGS:

The former First National Bank Texas relocated its bank facilities to its new location at 901 E. CTE, which officially opened on March 16, 2022, and allowed the property located at 507 N. Gray Street to be redeveloped.

On December 13, 2022, the City Council approved a memorandum/resolution authorizing the conveyance of 507 N. Gray St. by donation deed to Bell County for a proposed Bell County facility.

The County also believes it will need the existing off-site parking at 414 and 511 N. 4th Street to ensure sufficient parking for the proposed facility. The purpose of this item is to convey the off-site parking lots to Bell County. City staff is currently working on a shared parking agreement to allow use of the parking lots by the City on nights and weekends.

THE ALTERNATIVES CONSIDERED:

1. Do not authorize donation deed to Bell County for property located at 414 and 511 N. 4th Street to allow for parking for the proposed Bell County annex facility.

2. Authorize conveyance of property located at 414 and 511 N. 4th Street by donation deed to Bell County to allow for parking for the proposed Bell County annex facility.

Which alternative is recommended? Why?

Staff recommends that City Council authorize the conveyance of property located at 414 and 511 N. 4th Street by donation deed to Bell County to allow for parking for the proposed Bell County annex facility to be used for public purposes.

CONFORMITY TO CITY POLICY:

Yes. The City has a commitment to bring in new development in the North Killeen and downtown areas.

FINANCIAL IMPACT:

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

This is not applicable.

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:

Staff recommends that City Council authorize the conveyance of property located at 414 and 511 N. 4th Street by donation deed to Bell County to allow for parking for the proposed Bell County annex facility and authorize the City Manager or designee to execute any deeds, contracts, or other documents to accomplish the same.

DEPARTMENTAL CLEARANCES:

Development Services
Legal

ATTACHED SUPPORTING DOCUMENTS:

Donation Deed
Interlocal Agreement

After Recording Return To:

Bell County
Attn.: County Judge
P.O. Box 768
Belton, TX 76513

DONATION DEED

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

DATE: _____, 2023

GRANTOR: City of Killeen, a municipal corporation

GRANTOR'S MAILING ADDRESS: P.O. Box 1329, Killeen, TX 76540-1329

GRANTEE: Bell County, Texas

GRANTEE'S MAILING ADDRESS: P.O. Box 768, Belton, TX 76513

CONSIDERATION: Grantor's intention to make a donation and Grantee's intention to accept a donation as a political subdivision exclusively for public purposes that benefit the public interest

PROPERTY:

Tract 1:

Part of Lot Two (2), Block One (1), of the ORIGINAL ADDITION TO THE TOWN OF KILLEEN, Bell County, Texas, and being more fully described by field notes in that instrument recorded at Volume 900, Page 92, Real Property Records of Bell County, Texas, such description being incorporated by reference as if set forth at length herein.

Tract 2:

Lot One (1), Block Six (6), of the ORIGINAL ADDITION TO THE TOWN OF KILLEEN, Bell County, Texas, being the same tract described in Warranty Deed recorded at Volume 1082, Page 210, Real Property Records of Bell County, Texas.

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY: This conveyance is made and accepted subject to the following matters, if any, but only to the extent same are in effect at this time, relating to the Property: validly existing

easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing restrictions, reservations, covenants, conditions, oil and gas leases, mineral interests, and water interests outstanding in persons other than Grantor, and other instruments, other than conveyances of the surface fee estate, that affect the Property; validly existing rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements; all rights, obligations, and other matters arising from and existing by reason of any Water Control Improvement District or other governmental district.

Grantor, with full intention of conveying the Property as a donation exclusively for public purposes and without any consideration in exchange, has GIVEN, GRANTED, and CONVEYED, and by these presents does GIVE, GRANT and CONVEY the Property to Grantee, together with all and singular the rights and appurtenances thereto in any wise belonging, TO HAVE AND HOLD IT to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever, without express or implied warranty. Notwithstanding the foregoing, this deed is made with full substitution and subrogation of Grantee in and to all covenants and warranties by others heretofore given or made in respect of the Property or any part thereof.

THE PROPERTY IS CONVEYED "AS IS," "WITH ALL FAULTS," AND IN ITS PRESENT CONDITION. GRANTOR DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS EXCEPTING ONLY THOSE CONTAINED HEREIN.

When the context requires, singular nouns and pronouns include the plural.

City of Killeen

By:_____
Kent Cagle, City Manager

STATE OF TEXAS

COUNTY OF BELL

This instrument was acknowledged before me on _____, 2023, by Kent Cagle, City Manager of the City of Killeen, on behalf of the City of Killeen.

_____
Notary Public, State of Texas

Certificate of Acceptance

Bell County, as the Grantee in the foregoing instrument, hereby accepts the foregoing donation and consents to the form and contents of this instrument.

Bell County

by:_____
David Blackburn, County Judge

STATE OF TEXAS

COUNTY OF BELL

This instrument was acknowledged before me on _____, 20___, by David Blackburn, Bell County Judge, on behalf of Bell County.

_____
Notary Public, State of Texas

State of Texas §

County of Bell §

Interlocal Agreement

This Interlocal Agreement is made and entered into by and among the City of Killeen ('City') and Bell County ('County'), collectively, 'the Parties'.

Recitals

WHEREAS, the Texas Government Code, Title 7, Chapter 791 provides for interlocal cooperation Contracts, or interlocal agreements, among political subdivisions of the State of Texas; and

WHEREAS, the Texas Government Code, Title 7, Chapter 791, states that its purpose is to increase the efficiency and effectiveness of local governments by authorizing them to contract with each other; and

WHEREAS, the Texas Government Code, Title 7, Chapter 791 further allows for interlocal agreements for 'governmental functions', as defined by Chapter 791, Texas Government Code; and

WHEREAS, the Texas Government Code, Title 7, Chapter 791 allows counties, municipalities and other political subdivisions of the State of Texas to enter into interlocal agreements under the terms and conditions set forth in Texas Government Code, Title 7, Chapter 791; and

WHEREAS, City is a home rule city under the laws of the State of Texas and, accordingly, has authority to enter into an interlocal agreement; and

WHEREAS, the County is a political subdivision of the State of Texas and, accordingly, has authority to enter into an interlocal agreement; and

WHEREAS, the County has indicated a need to relocate the Bell County Killeen Annex, currently located on Priest Drive in Killeen; and

WHEREAS, First National Bank of Texas has indicated it is amenable to transfer ownership of the property and all buildings ('Property') located at 507 North Gray, Killeen, Texas, to the County for the purposes of locating the Bell County Killeen Annex; and

WHEREAS, the City is supportive of this location for the Bell County Killeen Annex and has an interest in revitalizing its downtown area and seeks to keep and attract entities to locate in that area; and

NOW, THEREFORE, in consideration of the mutual promises, obligations, and benefits to derived by the Parties pursuant to this interlocal agreement, the Parties hereby agree that:

1. The City agrees, subject to paragraph 4.c, to acquire the Property, demolish the structures and clear the Property and to convey the Property as 'shovel ready' at no cost to the County. City further agrees that such actions shall occur on or before December 31, 2022.

2. The County agrees to:
   a. Subject to paragraph 1 and paragraph 4.d, construct a new building(s) on the Property with square footage of at least thirty thousand (30,000) square feet, with the new building(s) substantially complete within thirty-six (36) months of receipt of the Property.

3. Each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

4. Each party acknowledges that:

   a. The County has allocated $10,000,000 for the design and construction of the new Killeen Annex.

   b. The City has allocated $300,000 for the demolition of the existing structures on the site.

   c. The City has the right to terminate this agreement at any time prior to performing the commitments set forth in the agreement.

   d. The County has the right to terminate this agreement prior to the City's performance under this agreement. However, once the City has performed, the County shall commit to constructing or investing the lesser of : 1) the construction of at least 30,000 square feet of building(s) or 2) investing $10,000,000 for a building(s) on the Property.

5. This interlocal agreement becomes effective on the date the last signature is affixed and remains in effect the obligations of the Parties are complete, unless terminated earlier by mutual written consent of the parties.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed, effective on this the July, day of 26, 2022.

City of Killeen

Kent Cagle

City Manager

Bell County

David A. Blackburn

County Judge

CONVEY DONATION DEED FOR 414 & 511 N. 4th STREET TO BELL COUNTY

RS-23-008

January 3, 2023

Background

- On December 13, 2022, the City Council approved a memorandum/resolution authorizing the conveyance of 507 N. Gray St. by donation deed to Bell County for a proposed Bell County facility.

- The County believes it will need the existing off-site parking at 414 and 511 N. 4th Street to ensure sufficient parking for the proposed facility.

Background

- The purpose of this item is to convey the off-site parking lots to Bell County.

- City staff is currently working on a shared parking agreement to allow use of the parking lots by the City on nights and weekends.

Aerial View

Alternatives

- Do not authorize the donation deed to Bell County for property located at 414 and 511 N. 4th Street to allow for parking for the proposed Bell County annex facility.

- Authorize conveyance of the property located at 414 and 511 N. 4th Street by donation deed to Bell County to allow for parking for the proposed Bell County annex facility.

Staff Recommendation

- Staff recommends that the City Council authorize conveyance of the property located at 414 and 511 N. 4th Street by donation deed to Bell County to allow for parking for the proposed Bell County annex facility.

City of Killeen

Staff Report

File Number: RS-23-009

1	City Council Workshop	01/03/2023	Reviewed and Referred	City Council	01/10/2023

Consider a memorandum/resolution confirming the City Manager's annual evaluation and pay increase.

DATE: **January 3, 2023**

TO: **Debbie Nash-King, Mayor**

FROM: **Eva Bark, Executive Director of Human Resources**

SUBJECT: **Annual Evaluation and Pay Increase of City Manager**

BACKGROUND AND FINDINGS:

James "Kent" Cagle, City Manager was hired for this position on December 3, 2019. Pursuant to the City Manager's contract, the Council shall review the City Manager's job performance at least once annually and any pay increase shall be approved by resolution. The Mayor and the City Council conducted the City Manager's annual evaluation on December 13, 2022.

After the evaluation, City Council reached a consensus to increase Mr. Cagle's base salary to $250,000 effective December 3, 2022, Mr. Cagle's anniversary date. All other items in the City Manager's contract remain the same.

THE ALTERNATIVES CONSIDERED:

Council can choose to approve an increase in annual salary to $250,000 effective December 3, 2022, or can choose not to approve an increase in annual salary to $250,000, effective December 3, 2022.

Which alternative is recommended? Why?

Staff recommends that the Council approve an increase in annual salary to $250,000, effective December 3, 2022, for the City Manager, Kent Cagle, based on the majority consensus reached at the Council workshop held on December 13, 2022.

CONFORMITY TO CITY POLICY:

Article III., Section 28 of the City Charter authorizes the City Council to set the salary for the City Manager.

FINANCIAL IMPACT:

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

The City Manager's current annual salary is $223,871 and will increase by $26,129, totaling $250,000, in addition to reoccurring annual benefits.

Is this a one-time or recurring expenditure?

This is a recurring expenditure.

Is this expenditure budgeted?

Salary and benefits are budgeted in the General Fund City Manager accounts 010-0200-413.40-05 through 010-0200-413.40-89. The mid-year budget amendment will need to increase these accounts by an additional $19,800. Funds are available for appropriation.

If not, where will the money come from?

N/A

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

Yes, upon approval of the mid-year budget amendment.

RECOMMENDATION:

Staff recommends that the Council approves an annual salary increase to $250,000, effective December 3, 2022, for City Manager, James "Kent" Cagle based on the majority consensus reached at the Council workshop held on December 13, 2022.

DEPARTMENTAL CLEARANCES:

Finance
City Attorney

ATTACHED SUPPORTING DOCUMENTS:

Evaluation

CITY OF KILLEEN

Office of the Mayor

TO: KENT CAGLE, CITY MANAGER

VIA: EVA BARK, EXECUTIVE DIRECTOR OF HUMAN RESOURCES

FROM: KILLEEN CITY COUNCIL

DATE: DECEMBER 14, 2022

SUBJECT: **CITY MANAGER ANNUAL REVIEW**

Mr. Kent Cagle, Killeen City Manager, received his annual performance evaluation on Tuesday, December 13, 2022, by the Killeen City Council and was given the following rating: Exceeds Expectation.

The Council reached a consensus to increase Mr. Cagle's annual salary to $250,000.

Sincerely,

Debbie Nash-King

Debbie Nash-King
Mayor, City of Killeen

PO Box 1329 Killeen, Texas 76541 254.501.0000 Fax 254.501.0000
www.KilleenTexas.gov

City of Killeen

Staff Report

File Number: RS-23-011

1	City Council Workshop	01/03/2023	Reviewed and Referred	City Council	01/10/2023

Consider a memorandum/resolution approving the appointment of an Executive Director of Finance.

DATE: **January 3, 2023**

TO: **Kent Cagle, City Manager**

FROM: **Eva Bark, Executive Director of Human Resources**

SUBJECT: **Appointment of an Executive Director of Finance**

BACKGROUND AND FINDINGS:

On July 22, 2022, the position of the Executive Director of Finance became vacant. Mr. Cagle appointed Ms. Judith Tangalin as the Interim Executive Director of Finance and she is currently serving in this role.

Human Resources partnered with Strategic Government Resources (SGR), an executive search firm, for recruitment. On August 22, 2022, the vacancy was posted nationwide on SGR Job Board, League of Women in Government, National Forum for Black Public Administrators (NFBPA), Local Government Hispanic Network (LGHN), International City/County Management Association (ICMA), Association for Finance Professionals (AFP), Government Finance Officers (GFOA), American Institute of CPAs (AICPA), Careers in Government, Texas Municipal League (TML), Government Finance Officers Association of Texas, Oklahoma Municipal League, Florida City -County Municipal Association, and the University of Kansas Public Administration Email Newsletter (Greener Grass). A total of eight (8) candidates applied and four (4) met qualifications. City leadership narrowed the four to three finalists and interviewed the candidates in person on November 14, 2022.

Mr. Cagle extended a conditional promotional offer to Ms. Judith Tangalin. Ms. Tangalin holds a Bachelor's degree in Business Administration in Accounting from Texas A&M University - Central Texas. In addition, she holds two Master's degrees: a Master of Science - Accounting from Texas A&M University and a Master of Accountancy in Governmental Accounting from Rutgers University. In addition, Ms. Tangalin holds a Certified Public Accountant license and a Certified Government Finance Officers certification. Ms. Tangalin has over 15 years of experience in accounting.

Ms. Tangalin served in the United States Army for ten years and five of those years she was a Budget Analyst/Defense Travel System Administrator. After leaving the military, Ms. Tangalin worked for the Department of State Health Services as an Accountant. She began her career with the City of Killeen in 2015 as the Senior Budget Analyst/Staff Accountant. She then promoted to Management Accountant and then to Controller, which is the position she currently holds. She is currently serving as the Interim Executive Director of Finance.

Ms. Tangalin's promotion is conditioned upon the following:

- Selection confirmation by the Killeen City Council
- Promotion to be effective on January 11, 2023

THE ALTERNATIVES CONSIDERED:

Alternatives are: (1) to disapprove the appointment of Judith Tangalin as the City of Killeen's Executive Director of Finance. (2) to approve the appointment of Judith Tangalin as the City of Killeen's Executive Director of Finance.

Which alternative is recommended? Why?

Staff recommends the second alternative, to approve the appointment of Judith Tangalin as the City of Killeen's Executive Director of Finance because Ms. Tangalin brings fifteen (15) years of progressively responsible experience in Finance, and she has been a dedicated employee with the City of Killeen since 2015.

CONFORMITY TO CITY POLICY:

This action conforms to city policy. Executive director appointments are subject to approval by the City Council pursuant to Section 29 of the City Charter.

FINANCIAL IMPACT:

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

The annual base salary of the position is $155,000, plus a $3,000 annual car allowance and associated benefits. The prorated amount through the end of the fiscal year is estimated at $139,881, salary and benefits, and funds are available within the Finance department's budget.

Is this a one-time or recurring expenditure?

This is a recurring expenditure.

Is this expenditure budgeted?

Yes, funds are available in the General Fund Finance Department salary and benefits accounts 010-2010-415.40-05 through 010-2010-415.40-89.

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 approve the City Manager's appointment of Judith Tangalin as the City of Killeen's Executive Director of Finance.

DEPARTMENTAL CLEARANCES:

- City Manager
- Finance
- Legal

ATTACHED SUPPORTING DOCUMENTS:

Resume

Judith Tangalin
Controller

Skills
Financial Reporting, Financial Analysis, Management, Budgeting, Forecasting, Teamwork, Ability to work under pressure, Microsoft Suites, Crystal Reporting, IBM Reporting, Financial Software.

Work Experience
Controller
CITY OF KILLEEN – Killeen, TX
January 2019 To Present
- Prepares annual, monthly, and special reports by collecting, analyzing, and summarizing information and trends. Guides financial decisions by establishing, monitoring, and enforcing policies and procedures.
- Monitors and confirms financial condition by conducting audits, providing information to external auditors.
- Complies with federal, state, and local legal requirements by studying existing and new legislation; enforcing adherence to requirements; filing financial reports.
- Oversees accounts payables, accounts receivables, grants, payroll, and grants. Assists with debt service planning.

Management Accountant
CITY OF KILLEEN – Killeen, TX
January 2018 To December 2018
- Supervised accounting operations. Reviewed and evaluated the City's internal controls over accounts payable, cash, accounts receivable, inventories, and fixed assets periodically and any deficiencies in the system.
- Assists the independent auditors in the City's annual audit and ensured that were completed in a timely manner.
- Planned, reviewed, and conducted special studies in such areas as organizational changes, production methods, and operating procedures.

Senior Budget Analyst/Staff Accountant
CITY OF KILLEEN – Killeen, TX
October 2015 To December 2017
- Planned, reviewed, and conducted special studies in such areas as organizational changes, production methods, and operating procedures.
- Developed budget and strategic plans for day-to-day operations. Developed forecasting tools to analyze revenue and expenditure variances.
- Reconciled financial reports to provide accurate account balances and to validate the financial data. Performs detailed research of accounting entries and reports.

Accountant III /Data Analyst
DEPARTMENT OF STATE HEALTH SERVICES – Austin, TX
October 2013 To October 2015

- Analyzes data, processes, reports, and queries to make recommendations for improvement to either business processes or automated systems for more effective and efficient operations.
- Researches fees' changes in federal and state health programs. Prepared new fee schedule tables to be upload on the automated system. Updates the Reimbursement policy and procedure manual
- Conduct extensive Internet research on projects, reporting findings to AVDP. Develop, formatted, and maintained databases and reports.

Budget Analyst/Defense Travel System Administrator (DTA)
U.S. ARMY – Fort Hood, TX
June 2007 To December 2012

- Developed travel and per diem estimates for travel orders in accordance with Joint Travel Regulations (JTR) and the Joint Federal Travel Regulations (JFTR).
- Alternate Agency Program Coordinator (APC) for the Citibank Government Credit Card accounts and conducted queries of the travel card database.
- Reviewed monthly delinquent accounts and advised the Senior Budget Analyst of improper use, in compliance with the DOD regulations, and delinquent accounts.

Education

Master of Accountancy in Governmental Accounting
Rutgers University
January 2018 to December 2020

Master of Science – Accounting
Texas A & M University – Central Texas
August 2014 to December 2015

Bachelor of Business Administration in Accounting
Texas A & M University – Central Texas
January 2011 to May 2014

CPA
Texas State Board of Public Accountancy
January 2018 – Active

CGFO
Government Finance Officers Association of Texas
August 2018 – Active

Military Service

US Army
January 2002 to December 2012

APPOINTMENT OF EXECUTIVE DIRECTOR OF FINANCE

RS-23-011

January 3, 2023

Background

- Executive Director of Finance vacancy
  - Effective July 22, 2022
- Recruitment of Executive Director of Finance position
  - City partnered with Strategic Government Resources (SGR) for the recruitment of the Executive Director of Finance
  - Position was posted on August 22, 2022
  - SGR received eight resumes
  - City leadership interviewed three candidates in-person

Candidate Information

- The City Manager selected Judith Tangalin as the Executive Director of Finance
- Earned her Bachelor's degree in Business Administration - Accounting from Texas A&M University – Central Texas
- Earned two Master degrees
  - Masters of Science – Accounting from Texas A&M University
  - Masters of Accountancy in Governmental Accounting from Rutgers University

- Ms. Tangalin has over 15 years of experience in Finance/Accounting
- Certified Public Accountant and Certified Government Finance Officer

Candidate Information

- Ms. Tangalin served in the United States Army for ten years
- Ms. Tangalin worked for the Department of State Health Services as an Accountant
- Started with City of Killeen in 2015 as the Senior Budget Analyst/Staff Accountant
- Promoted to Management Accountant and then promoted to Comptroller
- She is currently serving as the Interim Executive Director of Finance

Alternatives

- City Council may decline to confirm the City Manager's appointment of Judith Tangalin as the City of Killeen's Executive Director of Finance

- City Council may confirm the City Manager's appointment of Judith Tangalin as the City of Killeen's Executive Director of Finance

Staff Recommendation

Staff recommends that the City Council confirm the City Manager's appointment of Judith Tangalin the City of Killeen's Executive Director of Finance

City of Killeen

Staff Report

File Number: RS-23-012

1	City Council Workshop	01/03/2023	Reviewed and Referred	City Council	01/10/2023

Consider a memorandum/resolution appointing Councilmember Segarra to the CTCOG Executive Committee.

DATE: **January 3, 2023**

TO: **Mayor and City Council**

FROM: **Kent Cagle, City Manager**

SUBJECT: **Appointment of Councilmember Segarra to CTCOG Executive Committee**

BACKGROUND AND FINDINGS:

The CTCOG Executive Committee meets to discuss regional issues and conduct agency business. The member committee, which largely consists of city and county elected officials, provides direction to the CTCOG staff on program implementation, budgets, contracts, and general policies and procedures for managing the agency.
CTCOG Executive Director, Jim Reed, has provided an opportunity for the City of Killeen to double its current representation on the CTCOG Executive Committee. Each year a Nominating Committee is appointed to select next years' slate of Officers. Usually those on the slate of six Officers move up to the next position and a new vacancy is created. This year, due to retirements and elections, the Committee has three vacancies. One of those vacancies was created when former Mayor Jose Segarra resigned to run for City Council.

The City of Killeen has one position on the Executive Committee currently filled by Mayor Nash-King. A provision in the CTCOG bylaws allows any entity that fills an Officer position to keep their current position as well as fill the vacant Officer position.

Since Mayor Segarra was previously an Officer, the Nominating Committee would like to offer the vacant position to him to return to the slate of Officers. This would have the effect of doubling the City of Killeen's representation. This would allow Councilmember Segarra to progress through the officer ranks while the Mayor gets acquainted with CTCOG. When Councilmember Segarra leaves the Officer Board, the Mayor would be nominated to the slate of officers, keeping the double representation intact for the foreseeable future.

THE ALTERNATIVES CONSIDERED:

1. Appoint Councilmember Segarra to the vacant CTCOG Executive Committee.
2. Do not appoint Councilmember Segarra to the vacant position.

Which alternative is recommended? Why?

Appoint Councilmember Segarra to the vacant Officer position on the CTCOG Executive Committee.

CONFORMITY TO CITY POLICY:

N/A

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:

Recommend appointment of Councilmember Segarra to the CTCOG Executive Committee to double the City of Killeen's representation.

DEPARTMENTAL CLEARANCES:

City Attorney

ATTACHED SUPPORTING DOCUMENTS:

N/A

Appointment to CTCOG Executive Committee

RS-23-012

January 3, 2023

Background

- The CTCOG Executive Committee consists of city and county elected officials
- The CTCOG Executive Director has provided an opportunity for Killeen to double its current representation on the Committee
- Due to retirements and elections, the Committee has three vacancies
- One of the vacancies was created when former Mayor Segarra resigned to run for City Council

Background

- CTCOG bylaws allow an entity that fills an Officer position to keep their current position as well as fill the vacant position

- The CTCOG Nominating Committee would like to offer the vacant position to Councilmember Segarra, doubling the City's representation

Recommendation

- Staff recommends approving the appointment of Councilmember Segarra to the CTCOG Executive Committee to double the City of Killeen's representation.

City of Killeen

Staff Report

File Number: RS-23-013

1	City Council Workshop	01/03/2023	Reviewed and Referred	City Council	01/10/2023

Consider a memorandum/resolution to hold a Joint General Election with Killeen Independent School District and Central Texas College.

DATE: **January 3, 2023**

TO: **Kent Cagle, City Manager**

FROM: **Laura Calcote, City Secretary**

SUBJECT: **Hold a Joint General Election with Killeen Independent School District and Central Texas College**

BACKGROUND AND FINDINGS:

On May 6, 2023, the City of Killeen (City) will conduct a General Election for the offices of Council Member for Districts 1, 2, 3, and 4. On the same day, the Killeen Independent School District (KISD) and Central Texas College (CTC) will conduct its General Election. The agreements cover early voting and Election Day cost sharing and obligations.

State law authorizes political subdivisions, which may be conducting elections on the same day to contract for joint voting. This will allow the voters the opportunity to vote in both the college, school and city elections at one location for early voting and Election Day. In order to effect this change, the law requires the governing bodies of each political subdivision to enter into an agreement.

The "Contract for Election Services - Early Voting" provides for early voting conducted by the City Secretary on behalf of all three (3) entities. KISD and CTC will each reimburse the City for its one-third (1/3) share of the personnel and miscellaneous costs associated with conducting the early voting. Should KISD or CTC not be required to conduct an election, then that entity would not share in any cost of election operations, except for fees accrued and expenses incurred prior to receipt of a written notice of termination.

The "Contract for Election Services - Election Day" also provides that the City Secretary will conduct the election on behalf of all three (3) entities. KISD and CTC will reimburse the City one-third (1/3) of personnel and associated costs. Again, an entity not required to hold an election shall not be required to participate in costs.

THE ALTERNATIVES CONSIDERED:

Education Code §11.0581 requires School Districts to hold their trustee elections jointly with a city if the governing body of that city holds its general election on the same date.

Election Code, Chapter 271 authorizes cities to enter into joint election agreements with other subdivisions holding elections on the same day.

Which alternative is recommended? Why?

Hold a Joint Election with KISD and CTC as it is required by state law. $35,000.00 is the expected expenditure with KISD and CTC reimbursing the City for their share of the costs. The same expenditure is expected for future years.

CONFORMITY TO CITY POLICY:

Conducting a joint election is required by state law and is, therefore, in conformity with City policy.

FINANCIAL IMPACT:

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

$35,000.00 is the expected expenditure with KISD and CTC reimbursing the City for their share of the costs. The same expenditure is expected for future years.

Is this a one-time or recurring expenditure?

Recurring

Is this expenditure budgeted?

Yes, funds are available in the General Fund Legal Department City Secretary election expense account 010-1010-416.50-45.

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 City Council adopt the resolution to hold a joint General Election with KISD and CTC and authorize the City Manager to enter into the election services agreements for early voting and election day.

DEPARTMENTAL CLEARANCES:

City Secretary
City Attorney

ATTACHED SUPPORTING DOCUMENTS:

Agreements

THE STATE OF TEXAS §
§ CONTRACT FOR ELECTION SERVICES - **Early Voting**
COUNTY OF BELL §

THIS CONTRACT made this ____ day of _____ 2023, by and between the City of Killeen, hereinafter called "Killeen," the Killeen Independent School District, hereinafter called "KISD," and Central Texas College, hereinafter called "CTC," pursuant to V.A.T.S., Election Code, Sec. 271.002 and Sec. 271.006, witnesseth:

1. **INTENT.** The parties have determined that it is in the public interest of the inhabitants of Killeen that this contract be made and entered into for the purpose of voter convenience and public economy in connection with the May 6, 2023 General Election. Each entity shall provide its own ballots.

2. **CONTRACTING OFFICERS.** The Contracting Officer for KISD is the Board of Trustees Secretary and is in charge of election duties. The Contracting Officer for CTC is the Office of the Chancellor Executive Assistant. The Contracting Officer for Killeen is the City Secretary. The City Secretary will serve as the Early Voting Clerk.

3. **DUTIES AND SERVICES OF CONTRACTING OFFICERS.** Killeen's Contracting Officer shall provide voting equipment for all early voting polling locations in Killeen city limits, procure the personnel as required to conduct early voting at the Main Early Voting location and the two branch early voting locations. In addition, KISD's contracting officer shall procure the personnel as required to conduct early voting at Jackson Professional Learning Center facility.

The order of election and notice of election includes the locations of early voting, and Killeen agrees to support KISD and CTC in early voting at the Jackson Professional Learning Center, Lions Club Senior Center, and City Hall. Killeen will be responsible for the ordering of voter registration lists for early voting within the city limits of Killeen. KISD and CTC shall be responsible for ordering voter registration lists for precincts located wholly outside of the Killeen city limits.

4. **DUTIES AND SERVICES OF KILLEEN:**
   A. Qualify voters.
   B. Maintain poll list for early voting by personal appearance.
   C. Maintain signature roster for early voting by personal appearance.
   D. Provide copies of any documents as requested by KISD and CTC

5. **COST OF SERVICE.**
   KISD and CTC shall compensate Killeen for:
   - one-third of any voting equipment, voting supplies, and personnel expenses necessitated as a result of this agreement and mutually agreed upon by the parties. Said costs shall not exceed the maximum allowable for voting equipment, voting supplies, and personnel costs for election officials.
   - one-third of any additional actual costs incurred by Killeen as a result of this agreement and mutually agreed upon in advance by the parties.

   Killeen and CTC shall compensate KISD for:
   - one-third of any personnel expenses for the KISD Administration office polling location necessitated as a result of this agreement and mutually agreed upon by the parties.

Individual parties to this contract shall obtain preclearance authorization from the United States Department of Justice necessitated by any change of condition applying to that party that requires preclearance.

6. **TERMINATION.** In the event that all positions in the KISD, CTC or Killeen election are uncontested, and no proposition is presented for vote, that party shall have the right to withdraw from and terminate this agreement by notification to the other parties in writing. In that event, that party would not share in any cost of election operations, except fees accrued and expenses incurred prior to receipt of a written notice of termination by the party incurring such fees or expenses. If one party withdraws from this agreement pursuant to this section, the other two parties will equally share the remaining costs of election operations that have not been incurred prior to receipt of written notification. If two parties withdraw from this agreement pursuant to this section, the remaining party will be responsible for the remaining costs of election operations that have not been incurred prior to receipt of written notification.

7. **GENERAL CONDITIONS.** Nothing contained in this contract shall authorize or permit a change (1) in the officer with whom or the place at which any document or record relating to the election is to be filed, or (2) in the place at which any function of the canvass of the election return is made.

EXECUTED in multiple originals as of the _____day of _____ 2023.

ATTEST: CITY OF KILLEEN

_____ By_____

Laura J. Calcote, City Secretary Kent Cagle, City Manager

EXECUTED in multiple originals as of the _____day of _____ 2023.

ATTEST: KILLEEN INDEPENDENT SCHOOL DISTRICT

_____ By_____

Marvin Rainwater, Board Secretary Brett E. Williams, Board President

EXECUTED in multiple originals as of the _____day of _____ 2023.

ATTEST: CENTRAL TEXAS COLLEGE

_____ By_____

Brenda Coley, Board Secretary Charles Rex Weaver, Board Chair

THE STATE OF TEXAS §
§ CONTRACT FOR ELECTION SERVICES - **Election Day**
COUNTY OF BELL §

THIS CONTRACT made this _____ day of _____ 2023, by and between the City of Killeen, hereinafter called "Killeen," the Killeen Independent School District, hereinafter called "KISD," and Central Texas College, hereinafter called "CTC" pursuant to V.A.T.S., Election Code, Sec. 271.002 and Sec. 271.006, witnesseth:

1. **INTENT.** The parties have determined that it is in the public interest of the inhabitants of Killeen that this contract be made and entered into for the purpose of voter convenience and public economy in connection with the May 6, 2023 General Election. Each entity shall provide its own ballots.

2. **CONTRACTING OFFICERS.** The Contracting Officer for KISD is the Board of Trustees Secretary. The Contracting Officer for CTC is the Office of the Chancellor Executive Assistant. The Contracting Officer for Killeen is the City Secretary.

3. **DUTIES AND SERVICES OF CONTRACTING OFFICERS.**

Killeen's Contracting Officer shall:

- Provide voting equipment for all polling locations, including KISD and CTC polling locations that are outside of the city limits of Killeen but inside the KISD and CTC boundary within Bell County from a company certified by the State of Texas.
- Arrange for transportation of voting equipment to and from all polling locations, including KISD and CTC polling locations that are outside the city limits of Killeen but within Bell County.
- Procure and prepare the City of Killeen lists of registered voters, City of Killeen ballots, voting supplies, and personnel as required to conduct Election Day voting for those polling locations inside the city limits of Killeen.

KISD's Contracting Officer shall:

- Procure and prepare the KISD lists of registered voters, KISD ballots, voting supplies, and personnel as required to conduct Election Day voting for those polling locations wholly outside the city limits of Killeen.

CTC's Contracting Officer shall:

- Procure and prepare the CTC lists of registered voters, CTC ballots, voting supplies, and personnel as required to conduct Election Day voting for those polling locations wholly outside the city limits of Killeen.

Each subdivision will be responsible for drafting their own Notice of Election and posting notice as required by law. The order of election and notice of election includes the precinct locations of voting on Election Day, and each subdivision agrees to support the other in such voting at the listed polling locations.

The thirteen city precincts and locations (subject to availability) are as follows:

Precinct #106 – Fire Station #1
Precinct #109 – Killeen Elementary School
Precincts #201/204 – Fire Station #3
Precinct #410 – Utility Collections
Precinct #205 – Jackson Professional Learning Center
Precincts #203/208/210 – Cedar Valley Elementary
Precinct #207 – Copper Mountain Library
Precincts #206/402/409 – Lions Club Park Senior Center
Precinct #406 – Central Fire Station Training Academy
Precinct #404 – Fire Station #7
Precinct #408 – Fire Station #5
Precincts #401/412/413 – Fire Station #9
Precinct #405 – Robert M. Shoemaker High School

4. **DUTIES AND SERVICES OF KILLEEN:**
   A. Qualify voters.
   B. Maintain poll list of voters.
   C. Maintain signature roster of voters.
   D. Provide copies of any documents as requested by KISD and/or CTC.

5. **COST OF SERVICE.**
   KISD and CTC shall compensate Killeen for:
   - one-third of any voting equipment, voting supplies, and personnel expenses necessitated as a result of this agreement and mutually agreed upon by the parties. Said costs shall not exceed the maximum allowable for voting equipment, voting supplies, and personnel costs for election officials.
   - one-third of any additional actual costs incurred by Killeen as a result of this agreement and mutually agreed upon in advance by the parties.

   Killeen and CTC shall compensate KISD for:
   - one-third of any personnel expenses for the KISD buildings used as polling locations necessitated as a result of this agreement and mutually agreed upon by the parties.

6. **CANVASSING.** Each entity will conduct its own canvassing of election results.

7. **TERMINATION.** In the event that all positions in the KISD, CTC or Killeen election are uncontested and no proposition is presented for vote, that party shall have the right to withdraw from and terminate this agreement by notification to the other parties in writing. In that event, that party would not share in any cost of election operations, except fees accrued and expenses incurred prior to receipt of a written notice of termination by the party incurring such fees or expenses. If one party withdraws from this agreement pursuant to this section, the other two parties will equally share the remaining costs of election operations that have not been incurred prior to receipt of written notification. If two parties withdraw from this agreement pursuant to this section, the remaining party will be responsible for the remaining costs of election operations that have not been incurred prior to receipt of written notification.

8. **GENERAL CONDITIONS.** Nothing contained in this contract shall authorize or permit a change (1) in the officer with whom or the place at which any document or record relating to the election is to be filed, or (2) in the place at which any function of the canvass of the election return is made.

EXECUTED in multiple originals as of the _____day of _____ 2023.

ATTEST: CITY OF KILLEEN

_____ By_____

Laura J. Calcote, City Secretary Kent Cagle, City Manager

EXECUTED in multiple originals as of the _____day of _____ 2023.

ATTEST: KILLEEN INDEPENDENT SCHOOL DISTRICT

_____ By_____

Marvin Rainwater, Board Secretary Brett E. Williams, Board President

EXECUTED in multiple originals as of the _____day of _____ 2023.

ATTEST: CENTRAL TEXAS COLLEGE

_____ By_____

Brenda Coley, Board Secretary Charles Rex Weaver, Board Chair

JOINT ELECTION AGREEMENTS WITH KISD AND CTC

RS-23-013

January 3, 2023

Background and Discussion

- The City of Killeen, KISD and CTC will hold elections on May 6, 2023
- School districts are required to hold joint elections with city or county (EC 11.0581)
- State law authorizes for joint election agreements
- Separate agreements for early voting and election day

Benefits

- Voter convenience – voters cast ballots for elections at one location
- Reduces the election costs for each entity

Fiscal Impact

- Election expenses initially paid by the city
- KISD and CTC will reimburse the city for shared election costs
- Election cost is approximately $35,000

Recommendation

City Council approve the Early Voting and Election Day joint election agreements with KISD and CTC and authorize the City Manager, or designee, to execute the agreement.

City of Killeen

Staff Report

File Number: OR-23-002

1	City Council Workshop	01/03/2023	Reviewed and Referred	City Council	01/10/2023

Consider an ordinance ordering a General Election to be held on May 6, 2023 to elect a district councilmember for each district.

DATE: **January 3, 2023**

TO: **Kent Cagle, City Manager**

FROM: **Holli C. Clements, City Attorney**

SUBJECT: **Order May 6, 2023 General Election**

BACKGROUND AND FINDINGS:

The Texas Election Code, Chapter 3, provides for the ordering of an election not later than the 78th day before the election date. In addition to any other elements required, each order must state the date of the election and the offices or measures to be voted on at the election.

The attached ordinance has been prepared calling the election and giving notice of an election for the purpose of electing a district councilmember for each district and designating the polling places and times.

THE ALTERNATIVES CONSIDERED:

There are no legal alternatives.

Which alternative is recommended? Why?

Staff recommends holding a May 6, 2023 General Election for the purpose of electing a district councilmember for each district.

CONFORMITY TO CITY POLICY:

This ordinance conforms to Article IX of the City Charter authorizing the calling of an election to be held on a uniform election date provided for in the Texas Election Code.

FINANCIAL IMPACT:

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

The estimated cost to conduct this election is $35,000. If KISD and/or CTC has an election, it will be held jointly with the city and total costs of election equipment, personnel and supplies would then be distributed evenly amongst the participating entities.

Is this a one-time or recurring expenditure?

Recurring

Is this expenditure budgeted?

Yes, funds are available in the General Fund Legal Department City Secretary election expense account 010-1010-416.50-45.

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 City Council approve the ordinance calling for a May 6, 2023 General Election to elect a district councilmember in each district.

DEPARTMENTAL CLEARANCES:

Finance
City Attorney

ATTACHED SUPPORTING DOCUMENTS:

Ordinance

ORDINANCE _____

AN ORDINANCE ORDERING THE HOLDING OF AN ELECTION IN THE CITY OF KILLEEN, TEXAS, FOR THE PURPOSE OF ELECTING A COUNCILMEMBER FOR EACH OF THE 4 DISTRICTS; PROVIDING FOR THE FILING OF WRITTEN APPLICATION TO HAVE THEIR NAMES PRINTED ON THE OFFICIAL BALLOT; SPECIFYING THAT THE PROVISIONS OF THE GENERAL ELECTION LAWS SHALL CONTROL ALL QUESTIONS PERTAINING TO SUCH ELECTION; PRESCRIBING THE CONTENTS OF THE OFFICIAL BALLOT; PROVIDING FOR COMPENSATION; DESIGNATING THE POLLING PLACES , AND PROVIDING FOR POSTING AND PUBLICATION OF NOTICE OF ELECTION AND CONTAINING MISCELLANEOUS PROVISIONS.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF KILLEEN:

SECTION 1. That, pursuant to the laws of the State of Texas and the Charter of the City of Killeen, it is ordered by the City Council that a general election be held in the City of Killeen, Texas, on May 6, 2023, for the purpose of electing from the City of Killeen a Council Member for District 1, 2, 3 and 4. Any reference in this ordinance hereinafter to "Election Day" shall mean May 6, 2023.

SECTION 2. The manner of holding the election and all questions pertaining to such election shall be governed by the V.T.C.A. Election Code, and the returns shall be made and canvassed and the results declared as in other legal elections of the City of Killeen.

SECTION 3. Any eligible and qualified person may have his or her name printed upon the official ballot as an independent candidate for the office of councilmember by filing a written application with the City Secretary beginning Wednesday, January 18, 2023, through 5:00 p.m. Friday, February 17, 2023. Any person wishing to file a declaration of write-in candidacy must do so not later than 5:00 p.m. on Tuesday, February 21, 2023.

SECTION 4. The names of all those who have filed their written applications to have their names printed on the official ballot as candidates shall be posted by the City Secretary in a conspicuous place at her office for the inspection of the public for at least ten days before she orders the ballot to be printed. The City Secretary shall preserve in her office for a period established by the Texas State Library and Archives Commission and adopted by the City all applications, statements, notice of objections, and other related papers.

SECTION 5. Any person eligible for the office of councilmember or other office who has filed his or her written application in accordance with the provisions of this ordinance shall have his or her name printed on the official ballot. Any such person may cause his or her name to be withdrawn at any time prior to 5:00 p.m. on Friday, February 24, 2023, by filing in writing with the City Secretary, a

request to that effect over his/her signature, duly attested to by a Notary Public. No name so withdrawn shall be printed on the ballots. Not later than twenty (20) days before the election, the City Secretary shall have the official ballots printed.

SECTION 6. Each qualified voter who desires to cast an early vote or who expects to be absent on the date of the election shall be entitled to an official ballot and to cast such ballot in accordance with the applicable provisions of Title 7, V.T.C.A., Election Code, beginning Monday, April 24, 2023, and continuing through Tuesday, May 2, 2023. The City Secretary will be the early voting clerk, who may appoint by written order one or more temporary deputies to serve as deputy early voting clerks in accordance with the applicable law. Early voting will be held in the first floor lobby of the Killeen City Hall, 101 North College (mailing address: PO Box 1329, Killeen, TX 76540, Attention: Early Voting Clerk), at the Jackson Professional Learning Center, 902 Rev R A Abercrombie Drive, Killeen, and at the Killeen Lions Park Senior Center, 1700-B E. Stan Schlueter Loop between the hours of 8:00 a.m. and 5:00 p.m. on each day of early voting except Saturdays, Sundays, and official State or City holidays. Provided, however, that on the first and last day of early voting, the hours shall be 7:00 a.m. to 7:00 p.m. For the 2023 election those dates shall be Monday, April 24, 2023, and Tuesday, May 2, 2023. The City Hall location for early voting is also where ballot applications and ballots voted by mail may be sent. Should the Killeen Independent School District also have an election on such date, early voting shall also be at the KISD School Administration Office, 200 North W.S. Young Drive, Killeen, between the hours of 8:00 a.m. and 5:00 p.m. on each day of early voting except Saturdays, Sundays, and official State holidays.

SECTION 7. The election shall be held in the hereafter-designated polling places between the hours of 7:00 a.m. to 7:00 p.m. on the date of the election.

PRECINCT #106
Fire Station #1
3800 Westcliff Road

PRECINCT #109
Killeen Elementary School
1608 E Rancier Ave

PRECINCTS #201/204
Fire Station #3
700 Twin Creek Drive

PRECINCT #205
Jackson Professional Learning Center
902 Rev. R. A. Abercrombie Drive

PRECINCTS #206/402/409
Killeen Senior Center at Lions Club Park
1700 E. Stan Schlueter Loop

PRECINCT #207
Copper Mountain Library
3000 South W. S. Young Drive

PRECINCTS #203/208/210
Cedar Valley Elementary School
4801 Chantz Drive

PRECINCT #404
Fire Station #7
3701 Watercrest Road

PRECINCT #405
Robert M. Shoemaker High School
3302 Clear Creek Road

PRECINCT #406
Central Fire Station
201 S. 28th Street

PRECINCT #401/412/413
Fire Station #9
5400 Bunny Trail

PRECINCT #408
Fire Station #5
905 West Jasper Road

PRECINCT #410
Utility Collections
210 W. Avenue C

SECTION 8. The City Council shall appoint presiding election judges and alternate presiding judges for the election at the precinct polling places and as the Early Voting Ballot Board to process the early voting results, provided that if neither the presiding judge nor the alternate presiding judge can serve and their inability to serve is discovered so late that it is impracticable to fill the vacancy in the normal manner, the Mayor shall have the authority and is hereby directed to appoint a replacement judge to preside at the election. The presiding election judge for each precinct shall appoint no more than two (2) election clerks in addition to the alternate presiding judge named herein to assist the judge in the conduct of the election. The presiding election judges, alternate presiding judges, and clerks shall be paid $10.00 per hour for serving in such capacities, and the election judges and/or alternate judges shall be paid an additional $25.00 for delivering the returns of such election to the City Secretary for proper tabulation. No presiding election judge, alternate presiding judge, or clerk shall be compensated for a period in excess of the time extending from one (1) hour before the polls open until two (2) hours after the polls close. The Early Voting Ballot Board shall be paid a set rate of $50.00 for serving in such capacity that will include proper tabulation. Provided, however, that should the Early Voting Ballot Board need to reconvene to tabulate provisional ballots, they shall be paid an additional $10.00 per hour for such services.

SECTION 9. The following positions shall be set forth on electronic ballots hereinafter provided, in substantially the following form:

CITY OF KILLEEN GENERAL ELECTION
MAY 6, 2023
OFFICIAL BALLOT

FOR COUNCILMEMBER, DISTRICT 1

Vote for One
[ ] _____
[ ] _____
[ ] _____

FOR COUNCILMEMBER, DISTRICT 2

Vote for One
[ ] _____
[ ] _____
[ ] _____

FOR COUNCILMEMBER, DISTRICT 3

Vote for One
[ ] _____
[ ] _____
[ ] _____

FOR COUNCILMEMBER, DISTRICT 4

Vote for One
[ ] _____
[ ] _____
[ ] _____

SECTION 10. Digital scan ballots shall be used for early voting by mail, curbside voting, and Election Day and the Model DS200 Digital Image Scanner and ExpressVote BMD (ballot marking device). Terminals shall be used for early voting by personal appearance and on Election Day.

SECTION 11. All resident qualified electors of the City shall be permitted to vote at the election.

SECTION 12. The election materials enumerated in Sec. 272.001, et seq., V.T.C.A. Election Code, shall be printed and furnished in both English and Spanish for use at each polling place on Election Day and for early voting.

SECTION 13. A traditional polling place set up will be used at the close of the polls on Election Day.

SECTION 14. Notice of election shall be given by posting substantial copies of the Notice of Election as prescribed by the Secretary of State's office in both English and Spanish at the Killeen City Hall, the official city website and at three (3) other public places in the City at least thirty (30) days prior to the date set for the election; and substantial copies of the Notice of Election in both English and Spanish shall be one time in a newspaper of general circulation in the City, the date of publication to be not less than fourteen (14) days prior to the date set for the election.

SECTION 15. Returns of election shall be made by the election officers to the City Council at a meeting following the election; the returns will be canvassed and the results of the election declared as prescribed by the Election Code, V.T.C.A., of the State of Texas and the City Charter.

SECTION 16. It is officially found, determined, and declared that the meeting at which this Ordinance has been adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered and acted upon at the meeting, including this Ordinance, was given, all as required by the applicable provisions of the Texas Government Code, Sec. 551.001, *et seq*.

PASSED AND APPROVED at a regular meeting of the City Council of the City of Killeen, Texas, this 10th day of January 2023, at which meeting a quorum was present, held in accordance with the provisions of the Texas Government Code, Sec. 551.001, *et seq*.

APPROVED

_____

Debbie Nash-King, MAYOR

ATTEST:

_____

Laura J. Calcote, CITY SECRETARY

APPROVED AS TO FORM

_____

Holli C. Clements, CITY ATTORNEY

CALLING FOR A MAY 6, 2023 GENERAL ELECTION

OR-23-002

January 3, 2023

Purpose of Election

- Electing a District Council Member for each of the four (4) districts
- Current Members:
  - Jessica Gonzalez, District #1
  - Riakos Adams, District #2
  - Nina Cobb, District #3
  - Michael Boyd, District #4

Application and Voting Dates

- Applications for name placement on ballots:
  - First day – January 18
  - Last day – February 17
- Early voting dates (Monday-Friday only):
  - Monday, April 24 (7:00 a.m. to 7:00 p.m.)
  - Tuesday, April 25 (8:00 a.m. to 5:00 p.m.)
  - Wednesday, April 26 (8:00 a.m. to 5:00 p.m.)
  - Thursday, April 27 (8:00 a.m. to 5:00 p.m.)
  - Friday, April 28 (8:00 a.m. to 5:00 p.m.)
  - Monday, May 1 (8:00 a.m. to 5:00 p.m.)
  - Tuesday, May 2 (7:00 a.m. to 7:00 p.m.)
- Election Day:
  - Saturday, May 6 (Polls open 7:00 a.m. to 7:00 p.m.)

Polling Locations

- Early Voting:
  - City Hall
  - Jackson Professional Learning Center
  - Lions Club Park Senior Center
  - KISD Administration Building (if KISD has an election)

Polling Locations

- Election Day:
  - Precinct 106 – Fire Station #1
  - Precinct 109 – Killeen Elementary School
  - Precincts 201/204 – Fire Station #3
  - Precincts 203/208/210 – Cedar Valley Elementary
  - Precinct 205 – Jackson Professional Learning Center
  - Precincts 206/402/409 – Lions Park Senior Center
  - Precinct 207 – Copper Mountain Library

Polling Locations (Continued)

- Election Day:
  - Precincts 401/412/413 – Fire Station #9
  - Precinct 404 – Fire Station #7
  - Precinct 405 – Robert M. Shoemaker High School
  - Precinct 406 – Central Fire Station
  - Precinct 408 – Fire Station #5
  - Precinct 410 – Utility Collections

Ballot Form

CITY OF KILLEEN, GENERAL ELECTION, MAY 6, 2023, OFFICIAL BALLOT

FOR COUNCILMEMBER, DISTRICT 1
Vote for One
[ ] _____
[ ] _____
[ ] _____

FOR COUNCILMEMBER, DISTRICT 2
Vote for One
[ ] _____
[ ] _____
[ ] _____

FOR COUNCILMEMBER, DISTRICT 3
Vote for One
[ ] _____
[ ] _____
[ ] _____

FOR COUNCILMEMBER, DISTRICT 4
Vote for One
[ ] _____
[ ] _____
[ ] _____

8 Voting Equipment

DS200 Precinct Scanner and Tabulator

ExpressVote Ballot-Marking Device (ADA)

Recommendation

Approve an ordinance calling for a May 6, 2023 General Election to elect a council member for each of the four (4) districts.

City of Killeen

Staff Report

File Number: RS-23-010

1	City Council Workshop	01/03/2023	Reviewed and Referred	City Council	01/10/2023

Consider a memorandum/resolution authorizing Amendment No. 1 to the professional service agreement with Kimley Horn for the final design of the Bunny Trail Reconstruction Project in the amount of $1,074,914.51.

DATE: **January 3, 2023**

TO: **Kent Cagle, City Manager**

FROM: **Edwin Revell, Executive Director of Development Services**

SUBJECT: **Authorize the execution an Amendment No. 1 to the Professional Service Agreement with Kimley Horn, in the amount of $1,074,914.51 for the final design of the Bunny Trail Reconstruction Project.**

BACKGROUND AND FINDINGS:

The FY 2022 Capital Improvement Plan included eight projects in the Transportation Street Reconstruction Priority List as a result of the pavement management program. These are roadway projects that needed total reconstruction over periodic maintenance. Bunny Trail was one of the projects that was included as a top priority project.

On November 16th, 2021, the City Council passed a resolution to enter into agreement with Kimley Horn to perform the preliminary design for the reconstruction of Bunny Trail. The scope of the project included the initial design studies for geotechnical analysis, pavement design, drainage, and traffic analysis. The scope included potential ways to perform road dieting for the roadway to reconstruct what is best needed based on the existing and future traffic demand.

The consultant prepared three options and held a public open house meeting on May 4th, 2022, to present the options and obtain comments and concerns from the public. The overall comments received were related to speeding, the concern of narrowing the roadway, traffic congestion related to the adjacent schools, and improvements to the intersection with Alamocitos Creek Drive.

Based on the review of mobility, safety, future growth, and comments from the public to improve the requested intersection, it was determined that Bunny Trail met requirements for road dieting. The proposed option selected includes narrowing the roadway to a three lane sections with bike lanes and buffers with sidewalks on both sides of the roadway. The option provides an easier conversion to a future 5-lane section by converting the bike lanes to travel lanes if the need ever develops. In addition, the narrowing of the roadway to a 3-lane section also provided the necessary warrants to improve the intersection with Alamocitos Creek Drive. If the roadway remained a 5-lane section, the intersection would not meet warrants for improvement.

Staff negotiated with the consultant for the proposed Amendment to the contract with Kimley Horn and Associates, Inc, to perform the final engineering design for the Bunny Trail reconstruction project in the amount of $1,074,914.51. This scope includes the needed design to complete the project design phase to bidding for construction.

THE ALTERNATIVES CONSIDERED:

(1) Do Not Authorize the amendment of the contract and delay the design and construction of the Bunny Trail Reconstruction Project
(2) Do Not Authorize the amendment of the contract and request amendments to the design scope and return to council with a new proposal.
(3) Authorize the execution of Amendment No. 1 with Kimley Horn, in the amount of $1,074,914.51 for the final design of the Bunny Trail Reconstruction Project.

Which alternative is recommended? Why?

Staff recommends Option 3, which is to authorize the City Manager to execute Amendment No. 1 with Kimley Horn in the amount of $1,074,914.51 for the final design of the Bunny Trail Reconstruction Project.
Kimley Horn has extensive experience required for this project that includes pavement design for roadway replacement, traffic analysis, drainage analysis and transportation planning. Kimley Horn has completed the preliminary design, completed the initial design reports, and held the public meeting. Kimley Horn have submitted a fair and reasonable proposal for their engineering services to complete the design for the project and have a good prior project delivery history with the City of Killeen.

CONFORMITY TO CITY POLICY:

This item conforms to state and local policies.

Comprehensive Plan NH5.2 Establish design and construction standards that improve appearance and condition of roads, streets, trails, and parks.
Comprehensive Plan MC4 Design Neighborhood Streets to prioritize people, place, and fiscal productivity.

Comprehensive Plan MC5.2 As redevelopment occurs along arterials, look for opportunities to close driveways and medians to improve access management and traffic flow.

FINANCIAL IMPACT:

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

The fee for services is $1,074,914.51.

Is this a one-time or recurring expenditure?

This is a one-time expenditure.

Is this expenditure budgeted?

Yes, funding is available in the Certificates of Obligation 2022 Fund account 328-8934-493.69-01.

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 to execute Amendment No. 1 with Kimley Horn in the amount of $1,074,914.51 for the final design of the Bunny Trail Reconstruction Project.

DEPARTMENTAL CLEARANCES:

Development Services
Finance
City Attorney

ATTACHED SUPPORTING DOCUMENTS:

Open House Presentation
Proposal
Amendment No 1

Bunny Trail Reconstruction

Public Meeting

May 4, 2022

KILLEEN TEXAS

Public Meeting Agenda

Project Overview	*Project Schedule*	*How to Make Comments*	*Open House (6:00-8:00)*

KILLEEN TEXAS

Project Overview

Limits

- Canadian River Loop to Stan Schlueter Loop

Main Project Goals

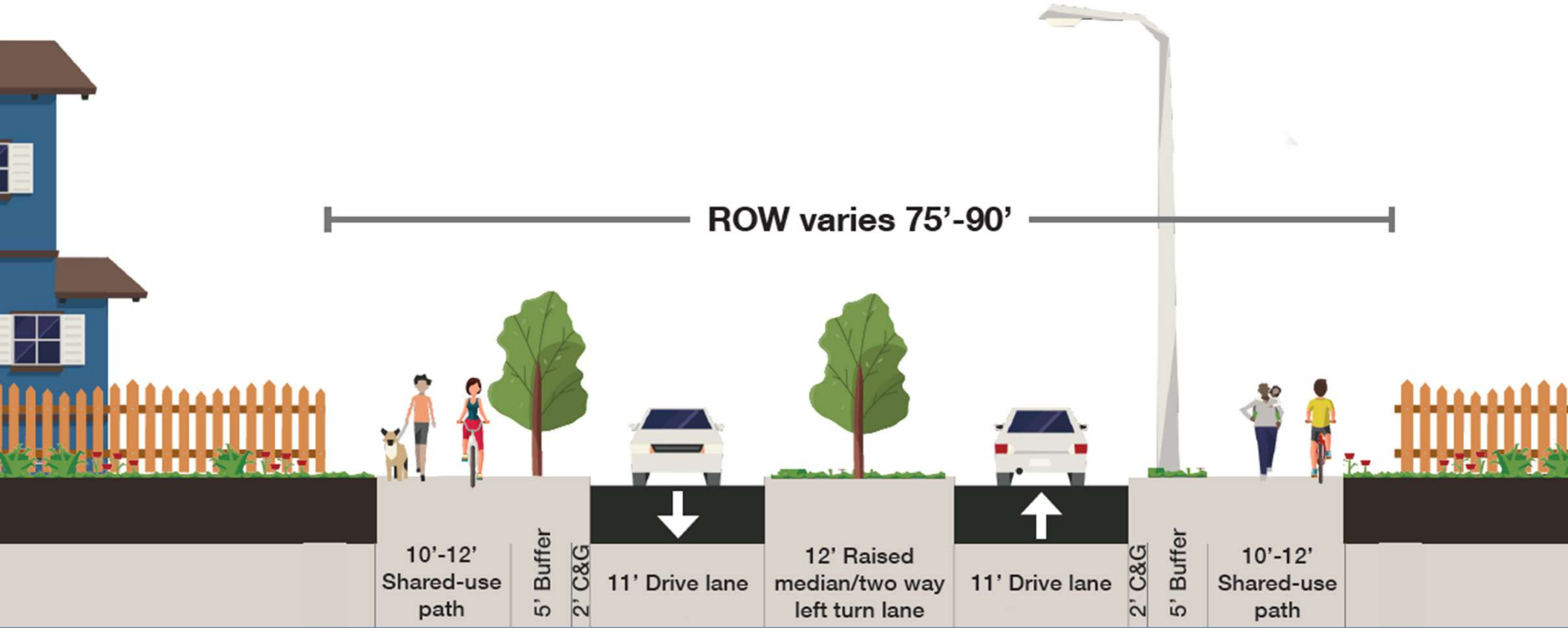
- Pavement Reconstruction
- Pedestrian Connectivity
- Increase Corridor Safety

Key Areas to address

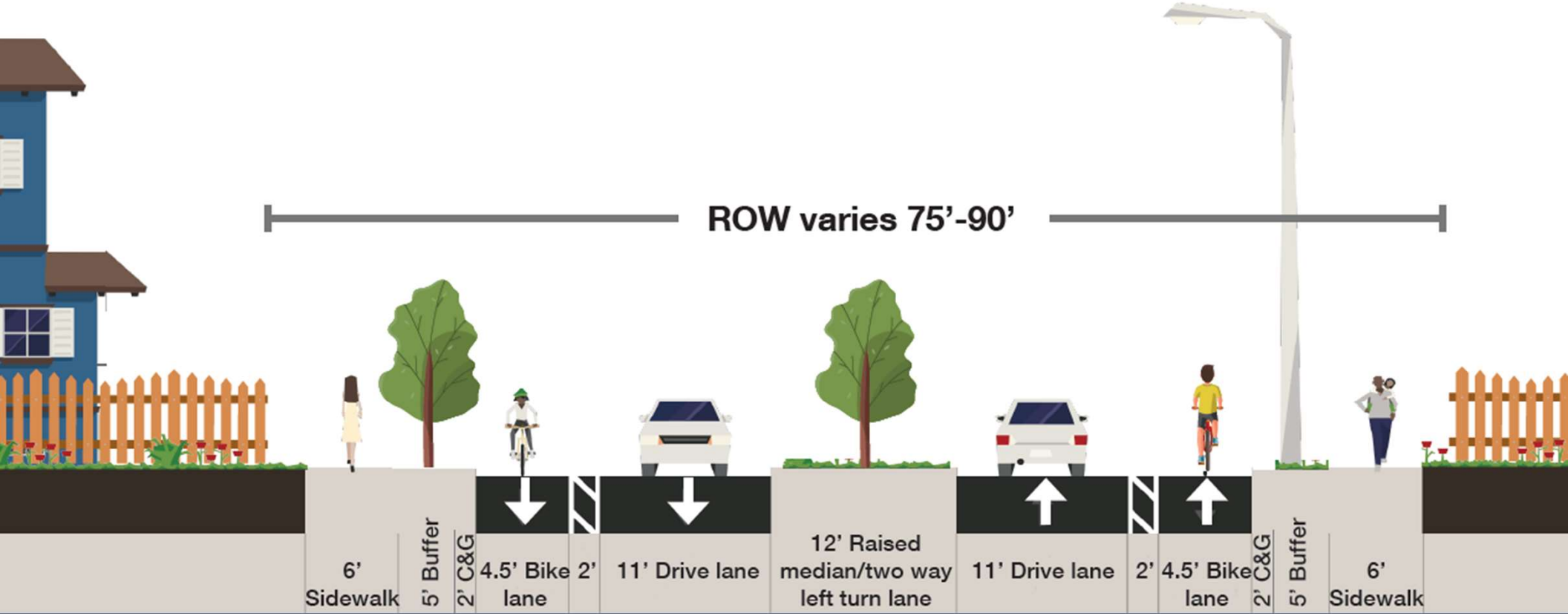
- Address drainage ponding at Stan Schlueter Loop Intersection
- Evaluate traffic control at Alamocitos Creek Dr.

KILLEEN TEXAS

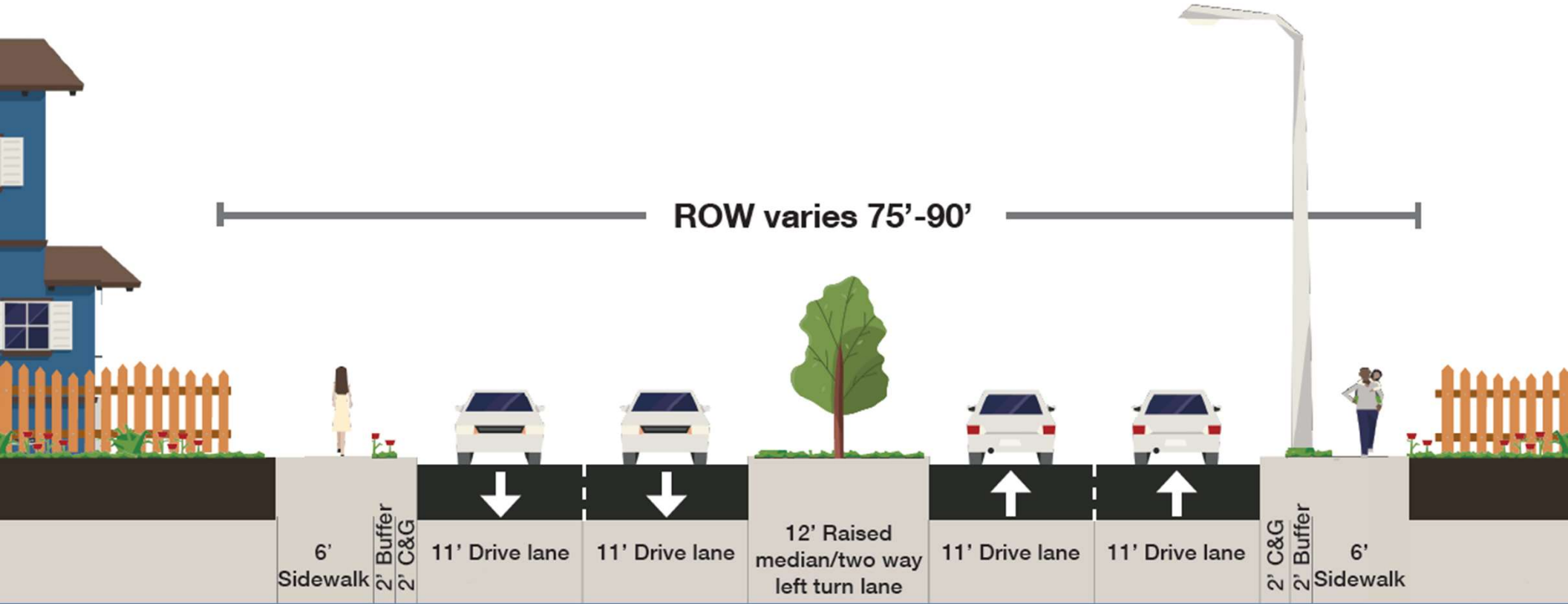
Project Overview *Alternative 1*



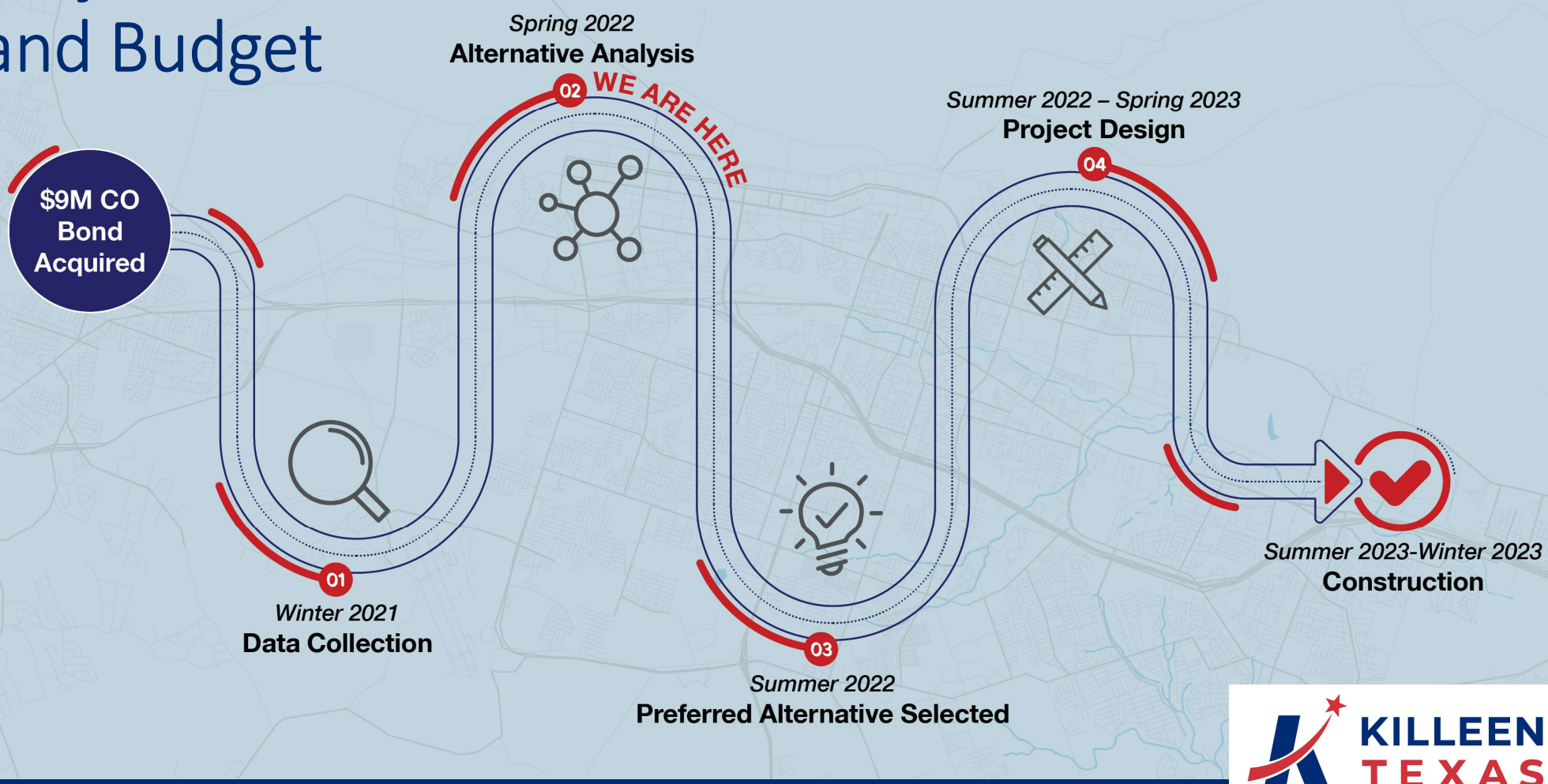
Project Overview *Alternative 2*



Project Overview *Alternative 3*



Project Timeline and Budget



KILLEEN TEXAS

How to Make Comments

- Submit written comment tonight
- Mail or email written comment
- Visit interactive project website: tinyurl.com/bunny-trail
- Comments must be received or postmarked by Wednesday May 18, 2022

KILLEEN TEXAS

Public Coordinate Website

Bunny Trail Reconstruction

Open House

Welcome to the Bunny Trail Reconstruction feedback map!

The City of Killeen is developing (3) conceptual roadway designs for Bunny Trail between Canadian River Loop and Stan Schlueter Loop. We need your input to further evaluate roadway design concepts!

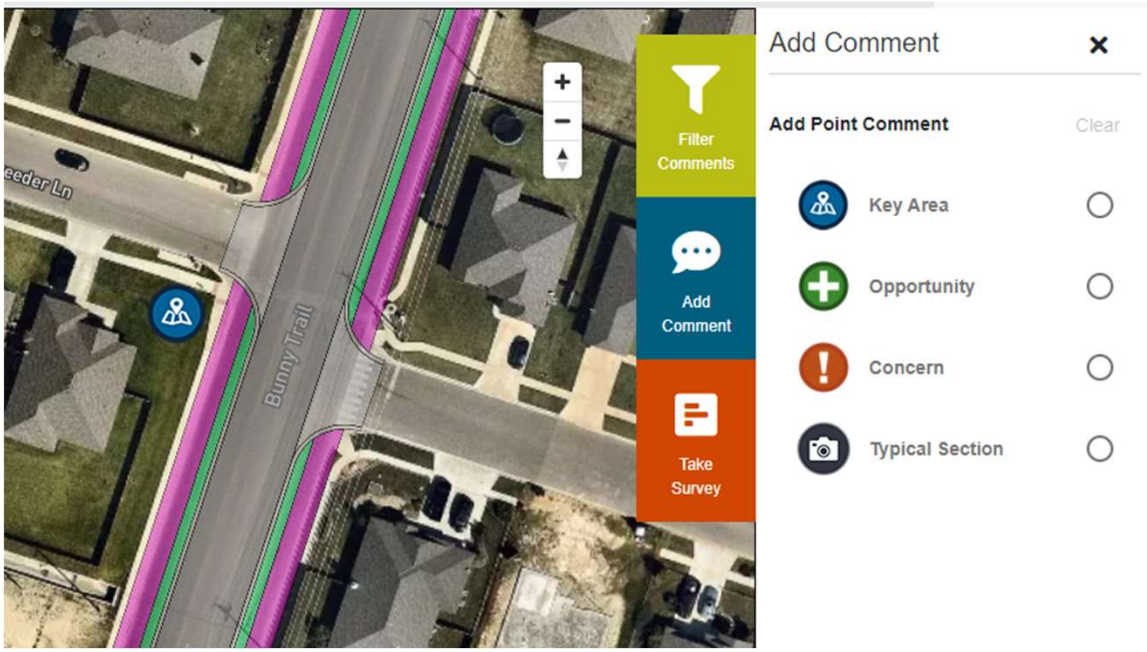
The interactive map and survey will be open through May 18, 2022.

Click **"OK"** below to begin. Use the **Currently Viewing** box located in the upper left corner of the screen to toggle between between Alternatives 1, 2 and 3 designs. Your comments will only be posted on the design option you are currently viewing.

ADD COMMENT

Add Comment

To leave feedback on the interactive map, select the "Add Comment" button, enter your email address, select a comment category and then click the map in the location relating to your



KILLEEN TEXAS

Kimley»Horn

November 21, 2022

Andrew Zagars, P.E.
City Engineer
PW-Engineering Division
3201-A S.W.S Young Drive
City of Killeen, Texas 76542-6157

RE: Amendment Number 1 to Professional Services Agreement
Bunny Trail Street Reconstruction Project

Dear Mr. Zagars,

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or the "Engineer") and the City of Killeen (the "Client" or the "City") entered in a Professional Services Agreement dated November 15, 2021 ("Agreement") concerning Bunny Trail Street Reconstruction Project ("Project").

The parties now desire to amend the Agreement to include services to be performed by Engineer for compensation as set forth below in accordance with the terms of the Agreement, which are incorporated by reference.

PROJECT UNDERSTANDING

Kimley-Horn will be responsible for the final design, bidding phase, and ROW acquisition services for the Project as part of this Amendment. The Project generally consists of completion of roadway, storm drain, sidewalk, bicycle facilities, and landscape architecture design for reconstruction improvements to approximately 5,500 linear feet of Bunny Trail from Stan Schlueter Loop to Canadian River Loop and an Intersection Control Evaluation (ICE) Report for the Alamocitos/Bunny Trail intersection. Based on City review of ICE Report, the City will authorize design of Alamocitos/Bunny Trail traffic control, which is anticipated to be either a roundabout or traffic signal. It is anticipated that ROW acquisition services will be needed for up to 15 parcels.

Engineer will provide the services specifically set forth below.

(The remainder of this page is intentionally left blank)

SCOPE OF SERVICES

RESPONSIBILITIES OF THE CITY

In conjunction with and in order for the completion of the professional services detailed below, the City of Killeen agrees to complete the following tasks:

- Schedule and hold a Project Kickoff Meeting and assist in developing the project stakeholders list.
- Attend project coordination meetings.
- Provide As-Built plans and design files for previous projects along Bunny Trail
- Provide timely reviews and comments on interim and milestone submittals in order for the consultant team to maintain agreed upon schedules.
- Select preferred alternative to move forward to PS&E

SERVICES TO BE PROVIDED BY THE ENGINEER

The Engineer's Services consist of the services specifically described in Sections 1 through 9 including the specific engineering services to be performed through the following consulting disciplines as subcontractors to the Engineer:

(1) McGray and McGray Land Surveyors, Inc (McGray) – ROW Mapping
(2) Altura Solutions, LCC (Altura) – TDLR
(3) 7Arrows Land Staff, LLC (7Arrows) – ROW Acquisition
(4) The Rios Group (Rios) – Subsurface Utility Engineering

1. PROJECT ADMINISTRATION AND COORDINATION

The Engineer will:

1.1. Assemble a Project team comprised of the City's representatives and the Engineer's representatives. The Engineer will meet with the Project team at a kickoff meeting to set the production schedule and parameters for all subsequent work, to verify the components within which all Project participants must perform, and to identify all parties and significant deadlines involved in the comprehensive schedule strategy. Based on this information, the Engineer will prepare a detailed schedule of its work for the Project addressing each component of the work to be done, indicating the points of involvement of all project participants. The Engineer will maintain the schedule throughout project development.

1.2. Perform general administrative duties associated with the Project, to include monitoring/reporting, scheduling, general correspondence, office

administration, and invoicing.

1.3. The Engineer will prepare and submit monthly status updates with updated schedule and invoices to the City for review and approval. The Engineer will prepare weekly progress updates.

1.4. The Engineer will attend one (1) project kickoff meeting with the City. Meeting minutes and agenda will be prepared by the Engineer for the meeting.

1.5. The Engineer will attend up two (2) coordination meetings with TxDOT. Meeting minutes and agenda will be prepared by the Engineer for the meetings.

1.6. The Engineer will perform general coordination with TxDOT

1.7. The Engineer will attend up to two (2) coordination meetings with KISD. Meeting minutes and agenda will be prepared by the Engineer for the meeting.

1.8. The Engineer will perform virtual monthly internal project team coordination meetings estimated at one (1) hour each.

1.9. The Engineer will perform virtual monthly coordination Teams meetings with City estimated at one (1) hour each. Meeting minutes and agenda will be prepared by the Engineer for the meeting.

2. FINAL ROADWAY DESIGN

2.1. Prepare a Title Sheet, Index of Sheets, and a Project Layout which references survey control benchmarks.

2.2. Prepare geometric data sheet

2.3. Prepare existing and proposed typical section sheets incorporating any unresolved comments from the Preliminary/Schematic Design Phase.

2.4. Develop Removal Plans identifying and quantifying removals at a scale of 1”=50’

2.5. Prepare Plan-Profile Sheets for Bunny Trail at a scale of 1”=50’ horizontal and 1”=5’ vertical.

2.6. Prepare Plan-Profile Sheets for up to 12 cross streets at scale of 1”=20’ horizontal and 1”=2’ vertical

2.7. Prepare driveway table of proposed driveway grades and driveway details

2.8. Prepare Intersection Detail Sheets for Bunny Trail & Stan Schluter Loop

2.9. Prepare miscellaneous details sheet

2.10. Prepare traffic control plan to consist of:

- Construction Phasing and Sequencing
- Engineered traffic control plan
- Traffic Control Narrative
- TCP Typical sections
- No detailed detour plan is anticipated

2.11. Prepare cross sections to final roadway design at a spacing no less than 100 feet and at driveways, cross drainage structures, and intersections.

2.12. Calculate quantities and prepare Item Summaries Sheets tabulating project quantities.

2.13. Incorporate TxDOT and City standard details as applicable.
2.14. Prepare General Notes and a Construction Timeline Estimate
2.15. Prepare an opinion of probable construction costs (OPCC) at each milestone deliverable.
2.16. Prepare project manual
2.17. Prepare TxDOT submittal forms 1002, 2443, 2229, 2699 at each milestone
2.18. The Engineer will attend two (2) plan review meetings (60%, 90%) with the City. Meeting minutes and agenda will be prepared by the Engineer for the meeting.
2.19. The Engineer will attend two (2) plan review meetings (60%, 90%) with the TxDOT. Meeting minutes and agenda will be prepared by the Engineer for the meeting.
2.20. The Engineer via subconsultant (Altura) will register the project with TDLR, Perform plan review of the project construction documents, and Perform the final inspection of the project upon completion.
2.21. The Engineer will prepare the following deliverables during Final Design:

- PDF of the following 60% Design Plans (11”x17”):
  - Title Sheet
  - Index of Sheets
  - Project Layout
  - Removal Plans
  - Roadway Plan-Profile Sheets
  - Intersection Detail Sheet (Stan Schlueter)
  - Drainage Area Maps
  - Hydrology/hydraulic calculation sheets
  - Drainage Plan-Profile Sheets
  - Three (3) hard copies and a PDF of the 60% Opinion of Probable Construction Costs
- PDF of the following 90% Design Plans (11”x17”):
  - Title Sheet
  - Index of Sheets
  - General Notes
  - Item Summaries
  - Traffic Control Plans
  - Project Layout
  - Removal Plans
  - Plan-Profile Sheets
  - Intersection Detail Sheets
  - Miscellaneous Roadway Details Sheet
  - Drainage Area Maps
  - Hydrology/hydraulic calculation sheets
  - Drainage Plan-Profile Sheets
  - Miscellaneous Drainage Details Sheet

- Illumination Layout Sheets
- Signing and Pavement Markings Sheets
- SW3P Sheets
- Landscape Planting Plans
- Landscape/hardscape details
- Standards
- 90% Opinion of Probable Construction Costs
- Construction Timeline

- Final Plans Submittal to contain:
  - PDF of the Final Design Plans consisting of all sheets from the 90% submittal
  - PDF of the Final Opinion of Probable Construction Costs
  - PDF of the Construction Timeline
  - PDF of Project Manual
  - CADD files for as-builts

3. FINAL DRAINAGE DESIGN

Drainage design services consist of preparing PS&E design of the storm drain system along Bunny Trail and at intersection of Bunny Trail & Stan Schluter. This scope assumes the trunk line along Bunny Trail will remain in place.

The Engineer will:

3.1. Update exterior drainage area maps at 1”=500’ scale (1 sheets estimate)

3.2. Update interior drainage area maps at 1"=200' scale (2 sheets estimated)

3.3. Calculate run-off to each inlet and produce inlet hydraulic information using City of Killeen and TxDOT Drainage Design Criteria.

3.4. Produce storm drain calculations per the design criteria in the TxDOT Hydraulic Manual. Design frequency to be established in coordination with the City.

3.5. Provide runoff, inlet and storm drain calculation sheets

3.6. Produce plan and profile sheets at 1"=50' scale for the storm sewer system and include limits of trench protection and hydraulic grade line. (5 sheets estimated)

3.7. Produce lateral profile sheets for the storm sewer system at 1"=50' scale (5 sheets estimated)

3.8. Storm Water Pollution Prevention Plan (SW3P)

- Produce Erosion Control Sheets double banked at 1"=50' scale consisting of temporary erosion and sediment control devices.
- Identify appropriate Erosion Control Standards

4. FINAL TRAFFIC ENGINEERING

This task includes intersection control evaluation, signing and pavement markings, and illumination design services.

The Engineer will:

4.1. Intersection Control Evaluation (ICE)

- The Engineer will conduct a traffic analysis study to determine appropriate intersection control at the intersection of Bunny Trail and Alamocitos Creek Dr. The Engineer will implement Intersection Control Evaluation (ICE) guidelines to evaluate possible alternatives including all-way stop, traffic signal, and mini-roundabout. The Engineer will identify preferred alternative for intersection control.
- The Engineer will utilize Highway Capacity Software (HCSTM) and Synchro software tools to evaluate appropriate intersection control. Intersection capacity analysis shall be considered to address turning lane storage requirements.
- The Engineer will provide a memo documenting the scenarios evaluated and a recommended intersection layout

4.2. Signing and Pavement Marking

- Prepare Signing and Pavement Marking sheets at a scale of 1”=40’. Design signing and pavement markings in accordance with the Texas Manual for Uniform Traffic Control Devices.

4.3. Design Continuous Roadway Illumination

- The Engineer will develop illumination plans for continuous lighting along the entire stretch of the project corridor. The Engineer will coordinate with the City to determine if proposed illumination poles need to be installed in the median or on both sides of the proposed roadway. The Engineer will also coordinate with the City to identify appropriate luminaire and height of illumination poles. The Engineer will use this information to develop a photometric model using lighting software AGi 32 to determine that minimum “Illuminance” requirements are satisfied. The Engineer will conduct electrical and voltage drop calculations to determine wire and conduit sizes, and number and details of electrical services required along the project corridor. The Engineer will coordinate with Oncor to determine locations to draw power and set electrical services.
- The Engineer will prepare layout sheets showing location of poles, conduits, and wiring. The plans will also include conduit and wire charts, details on electrical services, and quantity summaries.

5. LANDSCAPE ARCHITECTURE

5.1. Concept Design

- The Engineer will prepare the landscape Concept Design plans, based on input received during the initial preliminary design phase. The Concept Design will include a plan rendering (PDF format) with names and images of proposed landscape material. The approved Concept Design will be used as a basis for construction document preparation.

5.2. Streetscape Construction Documents

- Following the approval/acceptance of the Concept Design Plan, the Engineer will prepare construction documents for the proposed street trees and landscape plantings. Submittals will be provided to the City at 90% and 100% completion. It is anticipated that the following sheets will comprise the Landscape Architectural Construction Plan Package:
  - Planting Plans - Kimley-Horn will provide Planting Plans that will include planting bed locations, seed/sod limits, and detail references and notes for the proposed site improvements.
  - Site Details - Kimley-Horn will prepare detail sheets showing site, landscape elements identified in the Schematic Design package. City standard details will be referenced where applicable.
  - Opinion of Probable Construction Cost (OPCC) - Kimley-Horn will prepare an Opinion of Probable Construction Costs (OPCC), to be submitted at each phase of design. Because Kimley-Horn does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and represent its judgment as an experienced and qualified professional, familiar with the industry. Kimley-Horn cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost.

5.3. Irrigation Plans

- Kimley-Horn will prepare an Irrigation Plan and details for the landscape improvements. Submittals will be provided to the City at 90% and 100% completion. The Irrigation Plan will be prepared in accordance with current published City of Killeen and Texas Commission on Environmental Quality (TCEQ) standards. The City will provide Kimley-Horn with any design requirements and/or recommendations prior to commencement of preparation of the Irrigation Plan. Kimley-Horn assumes the City will provide a take point location for water service that is adjacent to the site, and with adequate pressure for the proposed irrigation system. This scope does not include design for water line extensions for irrigation service and/or design of booster pumps.

6. ROUNDABOUT DESIGN

This task requires authorization to proceed from the City prior to commencement of work.

The Engineer will develop design drawings for one-lane mini-roundabout at Bunny Trail and Alamocitos Creek Dr to coincide with the final plans being developed. The Engineer will prepare:

6.1. Horizontal and vertical geometry for proposed roundabout
6.2. Intersection detail sheet for roundabout at scale of 1”=20’
6.3. Intersection Grading Sheets for roundabout to include contours shown at 1’ intervals and at a scale of 1”=20’
6.4. Signing and pavement marking plan at limits of roundabout
6.5. Storm drain and inlet design at limits of roundabout
6.6. Roundabout Traffic Control plan and detour routes. Prepare traffic control plans for up to four (4) phases of construction. It is assumed the roundabout will be built in quarters and that traffic will need to be maintained at all times. If any additional phases are required, the extra design effort necessary to design additional traffic control phases will be considered additional services.
6.7. Illumination design at limits of roundabout
6.8. Roundabout Hardscape and Paving Details - sidewalks, pavement details, truck apron, central island, and median paving details.
6.9. Surveying services will be performed via a subconsultant (McGray) for the as follows:
- Alamocitos/Breeder Lane and Bunny Trail intersection will be surveyed for approximately 400’ west and 400’ east of the centerline of Bunny Trail.
- Cross sections shall be taken at 50-foot intervals along with break lines as required, to provide a digital topographic design file at 1-fot contours.
- Locate and identify all above ground features within the survey limits including buildings, fences, visible utilities, sidewalks, driveways, handicap ramps, guardrails, signs, manholes, water valves, telecom boxes, utility poles, mailboxes, irrigation heads, water meters, sanitary sewer cleanouts, etc. The outside limits of dense tree and vegetation growth shall be identified.
- Trees 8-inches and larger in diameter shall be measured, identified and tagged with a point number
- Locate and identify types of existing pavement surfaces for streets, alleys, sidewalks, driveways, etc. Locate and identify existing lane markings and signage in detail (color, width, words, symbols). Locate and identify existing traffic signals including base, mast arms, and control boxes.
- Locate enough property corners to graphically depict the location of right-of-way lines, however the boundary survey will only be for retracement purposes and not sufficient to create any easements.
- Boundary Survey of the existing CVS Pharmacy at the southeast

corner of Bunny Trail and Stan Schlueter Loop will be performed.

6.10. SUE services will be performed via a subconsultant (TRG) follows:

- Limits consist of Alamocitos/Breeder Lane and Bunny Trail intersection will be surveyed for approximately 400' west and 400' east of the centerline of Bunny Trail.
- TRG will perform SUE services for this project in general accordance with the recommended practices and procedures described in ASCE publication CI/ASCE 38-02 "Standard Guidelines for the Collection and Depiction of Existing Subsurface Utility Data." As described in the publication, four levels have been established to describe and depict the quality of subsurface utility information. The four quality levels are as follows:
  - Quality Level B (QL"B") – Two-dimensional horizontal information obtained through the application and interpretation of non-destructive surface geophysical methods. Also known as "designating," this level incorporates QL"C" information and provides horizontal positioning of subsurface utilities to within approximately 1.0 foot.

7. TRAFFIC SIGNAL DESIGN

This task requires authorization to proceed from the City prior to commencement of work. The Engineer will develop design drawings for traffic signal design at Bunny Trail and Alamocitos Creek Dr to coincide with the final plans being developed. The Engineer will prepare:

7.1. Existing Conditions sheet will show locations of existing traffic control devices, underground, and overhead utilities at the intersection.

7.2. Signal Layout sheet will show the locations of proposed signal poles, pedestrian poles, signal heads, communication equipment, electrical conduits, ground boxes, signal cabinet, new electrical service, existing utilities, and right of way. Locations of pedestrian poles and pedestrian access ramps will be designed in conformance with ADA requirements, if these facilities are deemed necessary. Due to lateral and vertical clearance required from an overhead electric line (per the State law), the Engineer will coordinate with the City before finalizing locations of signal poles, where applicable.

7.3. Signal Elevation sheet will show placement of signal heads on a mast-arm and vertical clearance required for the mast-arm.

7.4. Conduit Chart and Electrical Wiring sheet will show the type and number of electrical wires in each conduit run. A new electrical service will be designed to support total electrical load due to the new traffic signal and safety lighting at the intersection. The electrical service will include two separate circuits for traffic signal and illumination. The Engineer will coordinate with the City and local electric service provider to determine location of new electrical service.

7.5. Phasing & Detection sheet will show the proposed phasing at each

intersection. Phasing and signal-heads for left-turn movements will be designed in conformance with 2011 Texas MUTCD. Video detection details for each movement will also be shown.

7.6. Engineer will calculate yellow clearance and all red interval signal timings, minimum green times, walk and don't walk times for pedestrian signals. The Engineer will also provide signal phasing with a ring and barrier diagram associated with the signal timings. The signals are assumed to operate actuated-uncoordinated due to distance between proposed signals on the corridor and thus do not have a fixed cycle length.

7.7. Accessible Pedestrian Signal (APS) load switch assignment sheet.

7.8. The Engineer will use latest TxDOT general notes issued by the Waco District and update appropriately as required for traffic signals.

7.9. The Engineer will prepare the following deliverables during Final Design:

- 60% Design Plans:
  - Existing Conditions
  - Proposed Signal Layout
  - Signal Elevation
- 90% Design Plans:
  - Existing Conditions
  - Proposed Signal Layout
  - Signal Elevation
  - Electrical Wiring
  - Phasing and Detection
  - Signs and Markings
  - APS Load Switch Assignment
  - Estimated Quantities
  - City/TxDOT Standards (including Traffic Control Plans standards)
- Final Plans Submittal to contain:
  - Address any comments to plan sheets from 90% submittal
  - Issue signed and sealed plan sheets

8. ROW SURVEYING SERVICES

Plats and description services will be performed via a subconsultant (McGray) for up to 15 parcels.

8.1. Parcel Acquisitions/Easements:

- A plat and description for a maximum of fifteen (15) proposed Right-of-Way parcels along Bunny Trail, will be created in TxDOT format and a 5/8-inch iron rod with “Yellow” plastic cap stamped “McGray” will be set at all angle points and property corners.

Deliverables will consist of:

- Three copies of all Plats & Legal Descriptions for the Proposed Right-of-Way Acquisitions which will be signed and sealed by an RPLS.

9. ROW ACQUISITION SERVICES

Appraisal and real estate acquisition services will be performed via a subconsultant (7Arrows) for up to 15 parcels. Condemnation Support Services are not included in this scope and will be considered additional services.

9.1. Develop up to 15 right-of-way justification exhibits

9.2. Pre-Acquisition Services for up to 15 Parcels

- Research preliminary ownership and county tax information.
- Prepare and obtain any Rights of Entry necessary for surveying, geotechnical investigations, and environmental services.

9.3. Title Services for up to 15 Parcels

- Review preliminary title commitment (Schedules A, B & C) or preliminary title search information for all properties.
- Secure title commitments and updates in accordance with insurance rules and requirements for parcel payment submissions for properties which will be acquired in fee simple and for ROW easements.
- Secure title insurance for all parcels, insuring acceptable title. Cure all exceptions on Schedule C, when applicable. Written approval by City will be required for any exceptions to coverage.
- Attend closings and provide closing services in conjunction with Title Company for all tracts.
- Record all original instruments immediately after closing at the respective County Clerk's Office.
- Research title and provide Condemnation Title Report to legal counsel for property rights that will be acquired through Eminent Domain. (See item 7 below)

9.4. Appraisal Services up to 15 Parcels/Transactions (In Fee and/or Easement Acquisition)

- Prepare and conduct personal pre-appraisal contact with interest owner(s) for each parcel.
- Contact property owners or their designated representative to offer opportunity to accompany the appraiser on the appraiser's inspection of subject property. Maintain record of contact in file.
- Finalize complete appraisal report for each parcel. These reports shall conform to the City's policies and procedures along with the Uniform Standards of Professional Appraisal Practice.
- All completed appraisals will be administratively reviewed and approved by the City.
- Appraisal fee could be adjusted based on complexity of evaluation within range provided in Fee Schedule.

9.5. Negotiation Services for up to 15 Parcels/Transactions (In Fee and/or Easement Acquisition)

- Analyze appraisal reports and confirm approved value prior to making offer for each parcel.
- Analyze preliminary title report to determine potential title problems and propose methods to cure title deficiencies. (Exhaust all efforts to obtain subordinations of liens, waiver of lienholders and clear any title, if 7Arrows staff cannot cure title through standard practices, the City will be responsible for obtaining legal counsel to remedy any tile deficiencies as required by title or alternatively, may elect to close the easement without a title policy).
- Prepare the initial offer letter and any other documents required or requested by the City in an acceptable form.
- Contact each property owner or owner's designated representative and present the written offer in person where practical. When owners do not wish to have offers delivered in person, they will be mailed via certified mail with return receipt for documentation of delivery/receipt. Maintain follow-up contacts and secure the necessary instruments upon acceptance of the offer for the closing.
- Provide a copy of the appraisal report for the subject property exclusively to the property owner or authorized representative at the time of the offer.
- Respond to property owner inquiries verbally and/or in writing within two business days.
- Prepare a separate negotiator contact report for each parcel file for each contact.
- Maintain parcel files of original documentation related to the purchase of the real property or property interests/acquisition of the Easement or Right of Way.
- Present counteroffers in a form as directed by the City. Transmit any written counteroffer from property owners including supporting documentation, and Agent's recommendation with regard to the counteroffer.
- Prepare second and final offer letter as necessary.

9.6. Acquisition/Closing Services for up 15 Parcels/Transactions (In Fee and/or Easement Acquisition)

- Prepare check request, review closing documents and facilitate execution of all necessary documents. Attend closings and provide closing services in conjunction with Title Company for all tracts.
- Transport any documents to the City and landowner for signatures.
- Record or cause to be recorded all original instruments immediately after closing at the respective County Clerk's Office.

- Review Title Policy and provide to City for permanent storage.

10. BIDDING PHASE

The Engineer will prepare:

10.1. Prepare bid documents in accordance with the City of Killen standards

10.2. Attend pre-bid meeting with the City. Assist the City in developing meeting agenda

10.3. Receive, record and provide responses to prospective bidder's and suppliers questions. Issue addenda as appropriate to clarify, correct, or change the bidding documents

10.4. Assist the City in opening of bids, review and evaluate all bids including bid amount and prepare recommendation letter for award of the contract for construction

10.5. Include addenda items in the construction plans and issue "conformed" set of plans for construction

11. DUAL LANE ROUNDABOUT DESIGN

This task requires authorization to proceed from the City prior to commencement of work. The Engineer will develop design drawings for a dual lane roundabout at Bunny Trail and Alamocitos Creek Dr to coincide with the final plans being developed. The Engineer will prepare:

11.1. Horizontal and vertical geometry for proposed roundabout

11.2. Intersection detail sheet for roundabout at scale of 1"=20'

11.3. Intersection Grading Sheets for roundabout to include contours shown at 1' intervals and at a scale of 1"=20'

11.4. Signing and pavement marking plan at limits of roundabout

11.5. Storm drain and inlet design at limits of roundabout

11.6. Roundabout Traffic Control plan and detour routes. Prepare traffic control plans for up to four (4) phases of construction. It is assumed the roundabout will be built in quarters and that traffic will need to be maintained at all times. If any additional phases are required, the extra design effort necessary to design additional traffic control phases will be considered additional services.

11.7. Illumination design at limits of roundabout

11.8. Roundabout Hardscape and Paving Details - sidewalks, pavement details, truck apron, central island, and median paving details.

11.9. Surveying services will be performed via a subconsultant (McGray) for the as follows:

- Alamocitos/Breeder Lane and Bunny Trail intersection will be surveyed for approximately 400' west and 400' east of the centerline of Bunny Trail, including 7 adjacent residences.
- Cross sections shall be taken at 50-foot intervals along with break lines

as required, to provide a digital topographic design file at 1-fot contours.

- Locate and identify all above ground features within the survey limits including buildings, fences, visible utilities, sidewalks, driveways, handicap ramps, guardrails, signs, manholes, water valves, telecom boxes, utility poles, mailboxes, irrigation heads, water meters, sanitary sewer cleanouts, etc. The outside limits of dense tree and vegetation growth shall be identified.
- Trees 8-inches and larger in diameter shall be measured, identified and tagged with a point number
- Locate and identify types of existing pavement surfaces for streets, alleys, sidewalks, driveways, etc. Locate and identify existing lane markings and signage in detail (color, width, words, symbols). Locate and identify existing traffic signals including base, mast arms, and control boxes.
- Locate enough property corners to graphically depict the location of right-of-way lines, however the boundary survey will only be for retracement purposes and not sufficient to create any easements.
- Boundary Survey of the existing CVS Pharmacy at the southeast corner of Bunny Trail and Stan Schlueter Loop will be performed.

11.10. SUE services will be performed via a subconsultant (TRG) follows:

- Limits consist of Alamocitos/Breeder Lane and Bunny Trail intersection will be surveyed for approximately 400’ west and 400’ east of the centerline of Bunny Trail.
- TRG will perform SUE services for this project in general accordance with the recommended practices and procedures described in ASCE publication CI/ASCE 38-02 “Standard Guidelines for the Collection and Depiction of Existing Subsurface Utility Data.” As described in the publication, four levels have been established to describe and depict the quality of subsurface utility information. The four quality levels are as follows:
  - Quality Level B (QL“B”) – Two-dimensional horizontal information obtained through the application and interpretation of non-destructive surface geophysical methods. Also known as “designating,” this level incorporates QL“C” information and provides horizontal positioning of subsurface utilities to within approximately 1.0 foot.

11.11. Appraisal and real estate acquisition services will be performed via a subconsultant (7Arrows) for up to 7 additional parcels, consisting of scope from tasks 9.1-9.6. Condemnation Support Services are not included in this scope and will be considered additional services.

The following services are not included in this Agreement at present and are specifically considered to be additional services:

a. Construction Phase
b. Condemnation Support
c. Utility relocation design
d. Franchise Utility relocation design
e. Utility Coordination
f. Floodplain analysis or delineation
g. Construction inspection, construction staking, and material testing
h. Appearing as an expert witness in any litigation for the City.
i. Formal coordination with the USFWS
j. Threatened and endangered species presence/absence surveys
k. Section 6(f) or 4(f) analysis
l. Historic resources survey or archeological testing, data recovery, or construction-phase monitoring
m. Geologic Assessment
n. Hazardous Materials Phase I or II analysis
o. USACE Pre-Construction Notification or Individual Permit preparation
p. Preparing final conditions Letter of Map Revision for FEMA

SCHEDULE

We will provide our services as expeditiously as practicable as shown in Exhibit A

Kimley»Horn

FEE AND EXPENSE

Kimley-Horn will perform the tasks noted below on a time and materials (TM) basis. The services in this agreement will be billed as follows. Kimley-Horn will perform the services in either Task 6, 7 or 11 upon authorization from the City.

	Base Services		
Task 1	PROJECT ADMIN AND COORD SERVICES	$	63,680.00 TM
Task 2	FINAL ROADWAY DESIGN	$	251,830.00 TM
Task 3	FINAL DRAINAGE DESIGN	$	90,680.00 TM
Task 4	FINAL TRAFFIC ENGINEERING	$	75,080.00 TM
Task 5	LANDSCAPE ARCHITECTURE	$	36,180.00 TM
Task 8	ROW SURVEYING SERVICES	$	65,792.81 TM
Task 9	ROW ACQUISITON SERVICES	$	235,785.00 TM
Task 10	BID PHASE SERVICES	$	8,220.00 TM
	EXPENSES	$	2008.00 TM
	Base Services Total	$	829,255.81 TM
	As-Authorized Services		
Task 6	ROUNDABOUT DESIGN	$	91,159.58 TM
Task 7	TRAFFIC SIGNAL DESIGN	$	47,700.00 TM
Task 11	DUAL LANE ROUNDABOUT DESIGN	$	245,658.70 TM
	Total (with Task 6)	$	895,195.81 TM
	Total (with Task 7)	$	876,955.81 TM
	Total (with Task 11)	$	1,074,914.51 TM
	Maximum Grand Total	**$**	**1,074,914.51 TM**

Kimley-Horn will not exceed the total maximum labor fee shown without authorization from the Client. For hourly not to exceed tasks, labor fee will be billed on an hourly basis according to our then-current rates.

For all tasks, direct reimbursable expenses such as express delivery services, air travel, and other direct expenses will be billed at cost. All permitting, application, and similar project fees will be paid directly by the Client.

Payment will be due within 30 days of your receipt of the invoice.

Kimley»Horn

CLOSURE

Kimley-Horn, in an effort to expedite invoices and reduce paper waste, submits invoices via email in an Adobe PDF format. We can also provide a paper copy via regular mail if requested. Please include the invoice number and Kimley-Horn project number with all payments. Please provide the following information:
Please email all invoices to: _____

Please copy: _____

Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter.

We appreciate the opportunity to provide these services to you. Please contact us at (512) 418-1771 should you have any questions regarding this agreement.

Sincerely,

Sam Lundquist, P.E.
Project Manager
TBPE F-928

Trey Neal, P.E.
Vice President

Attachments: Hourly Rate Schedule
Exhibit A – Proposed Project Schedule

Kimley»Horn

HOURLY RATE SCHEDULE

KIMLEY-HORN AND ASSOCIATES, INC.

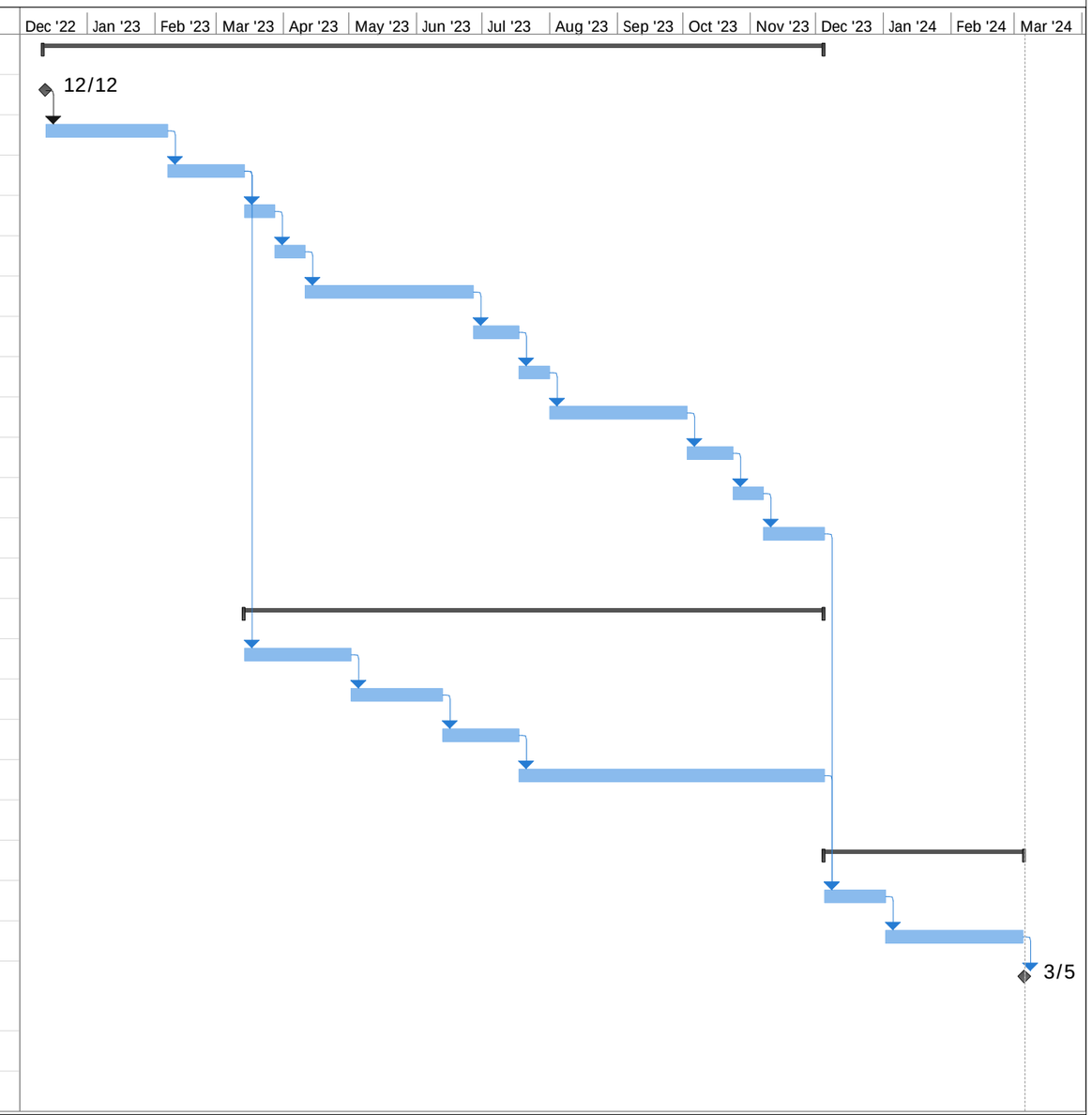
Classification	*Rate*
Analyst	$150 - $230
Professional	$200 - $275
Senior Professional I	$240 - $330
Senior Professional II	$295 - $350
Senior Technical Support	$150 - $260
Support Staff	$105 - $135
Technical Support	$95 - $140

Effective through December 31, 2022

Subject to annual adjustment thereafter

Bunny Trail
Exhibit A - Proposed Project Schedule

ID	Task Name	Duration	Start	Finish	Predecessors
1	Design Phase	251 days	Mon 12/12/22	Mon 12/4/23	
2	Notice to Proceed	1 day	Mon 12/12/22	Mon 12/12/22	
3	Intersection Control Evaluation (ICE)	35 days	Tue 12/13/22	Mon 2/6/23	2
4	Finalize Preferred Alternative 30% Design Schematic	25 days	Tue 2/7/23	Mon 3/13/23	3
5	City review Schematic	10 days	Tue 3/14/23	Mon 3/27/23	4
6	Schematic Comment Resolution	10 days	Tue 3/28/23	Mon 4/10/23	5
7	Prepare 60% PS&E	55 days	Tue 4/11/23	Mon 6/26/23	6
8	City/TxDOT Review 60% PS&E	15 days	Tue 6/27/23	Mon 7/17/23	7
9	60% Comment Resolution	10 days	Tue 7/18/23	Mon 7/31/23	8
10	Prepare 90% PS&E	45 days	Tue 8/1/23	Mon 10/2/23	9
11	City/TxDOT Review 90% PS&E	15 days	Tue 10/3/23	Mon 10/23/23	10
12	90% Comment Resolution	10 days	Tue 10/24/23	Mon 11/6/23	11
13	Prepare Final PS&E	20 days	Tue 11/7/23	Mon 12/4/23	12
14					
15	ROW Acquisition	190 days	Tue 3/14/23	Mon 12/4/23	
16	Obtain ROE	35 days	Tue 3/14/23	Mon 5/1/23	4
17	ROW Survey	30 days	Tue 5/2/23	Mon 6/12/23	16
18	Prepare Metes & Bounds for Acquisitions	25 days	Tue 6/13/23	Mon 7/17/23	17
19	Easement Acquisition	100 days	Tue 7/18/23	Mon 12/4/23	18
20					
21	Bidding Phase	66 days	Tue 12/5/23	Tue 3/5/24	
22	Advertise for Bidding	20 days	Tue 12/5/23	Mon 1/1/24	13,19
23	Contract Execution and Award	45 days	Tue 1/2/24	Mon 3/4/24	22
24	Construction Start (Construction Phase Not included in this Contract)	1 day	Tue 3/5/24	Tue 3/5/24	23
25					
26					



Project: Bunny Trail
Date: Mon 11/21/22

Task | Split | Milestone | Summary | Project Summary | Inactive Task | Inactive Milestone | Inactive Summary | Manual Task | Duration-only | Manual Summary Rollup | Manual Summary | Start-only | Finish-only | External Tasks | External Milestone | Deadline | Progress | Manual Progress

CHANGE ORDER(S) FOR

Greenforest Circle Drainage Improvements

(Project Name)

				NOTE
Department/Division:	Development Services/Engineering	**Bid No.:**	N/A	1. If individual Change Order request is ≥ $50,000, please attach CCMR in front of Change Order request for Council approval
Vendor Name:	Kimley-Horn and Associates, Inc.			2. If, cumulatively, Change Orders are ≥ 25% of awarded contract amount please attach CCMR in front of Change Order request for Council approval
Original Contract Amount:	$421,550.00	**CCMR No.:**	21-149R	
Date CCMR Approved:	09/15/22			

HISTORY OF CHANGE ORDERS

CO#	Proposed or Approved	Date CCMR Approved	CCMR#	Amount	Account Number (xxx-xxxx-xxx-xx.xx)	BRIEF Reason for Change Order Request (must fit in allotted space)	Updated Contract Amount	% Change in Contract
1	☑ Proposed ☐ Approved			$1,074,914.51	328-8934-493.69-01	The original contract only included preliminary design of the project. The amendment will be for the final design phase consisting of final roadway, drainage, traffic engineering, landscaping, ROW surveying and acquisiton services and bid phase services.	$1,496,464.51	254.99%
2	☐ Proposed ☐ Approved						$1,496,464.51	254.99%
3	☐ Proposed ☐ Approved						$1,496,464.51	254.99%
4	☐ Proposed ☐ Approved						$1,496,464.51	254.99%
5	☐ Proposed ☐ Approved						$1,496,464.51	254.99%
6	☐ Proposed ☐ Approved						$1,496,464.51	254.99%
7	☐ Proposed ☐ Approved						$1,496,464.51	254.99%
8	☐ Proposed ☐ Approved						$1,496,464.51	254.99%
9	☐ Proposed ☐ Approved						$1,496,464.51	254.99%
10	☐ Proposed ☐ Approved						$1,496,464.51	254.99%

Dept. Head Signature/Date

Recommended:	Recommended:
Purchasing Manager/Date	Director of Finance/Date

Recommended:	Approved/Disapproved:
City Attorney/Date	City Manager/Date

CONTRACT AMENDMENT

NO. 1

Bunny Trail Reconstruction Project

This Amendment shall be made a part of the City of Killeen Bunny Trail Reconstruction Project Professional Services Agreement. This Contract was entered into on November 16, 2021. The change in the fee structure is as follows:

JUSTIFICATION:

The original contract only included preliminary design of the project. This amendment will be for final design phase consisting of final roadway, drainage, traffic engineering, landscaping, ROW surveying and acquisition services, and bid phase services.

Scope of Services	Phase	Present Contract Amount	Proposed Amendment	Proposed Contract Amount (Original thru Amendment)
Preliminary Engineering	1	$421,550.00		
Final Engineering and Bidding	2		$1,074,914.51	
	Total	$421,550.00	$1,074,914.51	$1,496,464.51

Kimley-Horn

By: Trey Neal

Signature:

Title: Vice President

Date: 12/7/2022

City of Killeen

By:

Signature:

Title:

Date:

November 21, 2022

Andrew Zagars, P.E.
City Engineer
PW-Engineering Division
3201-A S.W.S Young Drive
City of Killeen, Texas 76542-6157

RE: Amendment Number 1 to Professional Services Agreement
Bunny Trail Street Reconstruction Project

Dear Mr. Zagars,

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or the "Engineer") and the City of Killeen (the "Client" or the "City") entered in a Professional Services Agreement dated November 15, 2021 ("Agreement") concerning Bunny Trail Street Reconstruction Project ("Project").

The parties now desire to amend the Agreement to include services to be performed by Engineer for compensation as set forth below in accordance with the terms of the Agreement, which are incorporated by reference.

PROJECT UNDERSTANDING

Kimley-Horn will be responsible for the final design, bidding phase, and ROW acquisition services for the Project as part of this Amendment. The Project generally consists of completion of roadway, storm drain, sidewalk, bicycle facilities, and landscape architecture design for reconstruction improvements to approximately 5,500 linear feet of Bunny Trail from Stan Schlueter Loop to Canadian River Loop and an Intersection Control Evaluation (ICE) Report for the Alamocitos/Bunny Trail intersection. Based on City review of ICE Report, the City will authorize design of Alamocitos/Bunny Trail traffic control, which is anticipated to be either a roundabout or traffic signal. It is anticipated that ROW acquisition services will be needed for up to 15 parcels.

Engineer will provide the services specifically set forth below.

(The remainder of this page is intentionally left blank)

Kimley»Horn

SCOPE OF SERVICES

RESPONSIBILITIES OF THE CITY

In conjunction with and in order for the completion of the professional services detailed below, the City of Killeen agrees to complete the following tasks:

- Schedule and hold a Project Kickoff Meeting and assist in developing the project stakeholders list.
- Attend project coordination meetings.
- Provide As-Built plans and design files for previous projects along Bunny Trail
- Provide timely reviews and comments on interim and milestone submittals in order for the consultant team to maintain agreed upon schedules.
- Select preferred alternative to move forward to PS&E

SERVICES TO BE PROVIDED BY THE ENGINEER

The Engineer's Services consist of the services specifically described in Sections 1 through 9 including the specific engineering services to be performed through the following consulting disciplines as subcontractors to the Engineer:

(1) McGray and McGray Land Surveyors, Inc (McGray) – ROW Mapping
(2) Altura Solutions, LCC (Altura) – TDLR
(3) 7Arrows Land Staff, LLC (7Arrows) – ROW Acquisition
(4) The Rios Group (Rios) – Subsurface Utility Engineering

1. PROJECT ADMINISTRATION AND COORDINATION

The Engineer will:

1.1. Assemble a Project team comprised of the City's representatives and the Engineer's representatives. The Engineer will meet with the Project team at a kickoff meeting to set the production schedule and parameters for all subsequent work, to verify the components within which all Project participants must perform, and to identify all parties and significant deadlines involved in the comprehensive schedule strategy. Based on this information, the Engineer will prepare a detailed schedule of its work for the Project addressing each component of the work to be done, indicating the points of involvement of all project participants. The Engineer will maintain the schedule throughout project development.

1.2. Perform general administrative duties associated with the Project, to include monitoring/reporting, scheduling, general correspondence, office

administration, and invoicing.

1.3. The Engineer will prepare and submit monthly status updates with updated schedule and invoices to the City for review and approval. The Engineer will prepare weekly progress updates.

1.4. The Engineer will attend one (1) project kickoff meeting with the City. Meeting minutes and agenda will be prepared by the Engineer for the meeting.

1.5. The Engineer will attend up two (2) coordination meetings with TxDOT. Meeting minutes and agenda will be prepared by the Engineer for the meetings.

1.6. The Engineer will perform general coordination with TxDOT

1.7. The Engineer will attend up to two (2) coordination meetings with KISD. Meeting minutes and agenda will be prepared by the Engineer for the meeting.

1.8. The Engineer will perform virtual monthly internal project team coordination meetings estimated at one (1) hour each.

1.9. The Engineer will perform virtual monthly coordination Teams meetings with City estimated at one (1) hour each. Meeting minutes and agenda will be prepared by the Engineer for the meeting.

2. FINAL ROADWAY DESIGN

2.1. Prepare a Title Sheet, Index of Sheets, and a Project Layout which references survey control benchmarks.

2.2. Prepare geometric data sheet

2.3. Prepare existing and proposed typical section sheets incorporating any unresolved comments from the Preliminary/Schematic Design Phase.

2.4. Develop Removal Plans identifying and quantifying removals at a scale of 1”=50’

2.5. Prepare Plan-Profile Sheets for Bunny Trail at a scale of 1”=50’ horizontal and 1”=5’ vertical.

2.6. Prepare Plan-Profile Sheets for up to 12 cross streets at scale of 1”=20’ horizontal and 1”=2’ vertical

2.7. Prepare driveway table of proposed driveway grades and driveway details

2.8. Prepare Intersection Detail Sheets for Bunny Trail & Stan Schluter Loop

2.9. Prepare miscellaneous details sheet

2.10. Prepare traffic control plan to consist of:

- Construction Phasing and Sequencing
- Engineered traffic control plan
- Traffic Control Narrative
- TCP Typical sections
- No detailed detour plan is anticipated

2.11. Prepare cross sections to final roadway design at a spacing no less than 100 feet and at driveways, cross drainage structures, and intersections.

2.12. Calculate quantities and prepare Item Summaries Sheets tabulating project quantities.

2.13. Incorporate TxDOT and City standard details as applicable.
2.14. Prepare General Notes and a Construction Timeline Estimate
2.15. Prepare an opinion of probable construction costs (OPCC) at each milestone deliverable.
2.16. Prepare project manual
2.17. Prepare TxDOT submittal forms 1002, 2443, 2229, 2699 at each milestone
2.18. The Engineer will attend two (2) plan review meetings (60%, 90%) with the City. Meeting minutes and agenda will be prepared by the Engineer for the meeting.
2.19. The Engineer will attend two (2) plan review meetings (60%, 90%) with the TxDOT. Meeting minutes and agenda will be prepared by the Engineer for the meeting.
2.20. The Engineer via subconsultant (Altura) will register the project with TDLR, Perform plan review of the project construction documents, and Perform the final inspection of the project upon completion.
2.21. The Engineer will prepare the following deliverables during Final Design:

- PDF of the following 60% Design Plans (11”x17”):
  - Title Sheet
  - Index of Sheets
  - Project Layout
  - Removal Plans
  - Roadway Plan-Profile Sheets
  - Intersection Detail Sheet (Stan Schlueter)
  - Drainage Area Maps
  - Hydrology/hydraulic calculation sheets
  - Drainage Plan-Profile Sheets
  - Three (3) hard copies and a PDF of the 60% Opinion of Probable Construction Costs
- PDF of the following 90% Design Plans (11”x17”):
  - Title Sheet
  - Index of Sheets
  - General Notes
  - Item Summaries
  - Traffic Control Plans
  - Project Layout
  - Removal Plans
  - Plan-Profile Sheets
  - Intersection Detail Sheets
  - Miscellaneous Roadway Details Sheet
  - Drainage Area Maps
  - Hydrology/hydraulic calculation sheets
  - Drainage Plan-Profile Sheets
  - Miscellaneous Drainage Details Sheet

- Illumination Layout Sheets
- Signing and Pavement Markings Sheets
- SW3P Sheets
- Landscape Planting Plans
- Landscape/hardscape details
- Standards
- 90% Opinion of Probable Construction Costs
- Construction Timeline

- Final Plans Submittal to contain:
  - PDF of the Final Design Plans consisting of all sheets from the 90% submittal
  - PDF of the Final Opinion of Probable Construction Costs
  - PDF of the Construction Timeline
  - PDF of Project Manual
  - CADD files for as-builts

3. FINAL DRAINAGE DESIGN

Drainage design services consist of preparing PS&E design of the storm drain system along Bunny Trail and at intersection of Bunny Trail & Stan Schluter. This scope assumes the trunk line along Bunny Trail will remain in place.

The Engineer will:

3.1. Update exterior drainage area maps at 1”=500’ scale (1 sheets estimate)

3.2. Update interior drainage area maps at 1"=200' scale (2 sheets estimated)

3.3. Calculate run-off to each inlet and produce inlet hydraulic information using City of Killeen and TxDOT Drainage Design Criteria.

3.4. Produce storm drain calculations per the design criteria in the TxDOT Hydraulic Manual. Design frequency to be established in coordination with the City.

3.5. Provide runoff, inlet and storm drain calculation sheets

3.6. Produce plan and profile sheets at 1"=50' scale for the storm sewer system and include limits of trench protection and hydraulic grade line. (5 sheets estimated)

3.7. Produce lateral profile sheets for the storm sewer system at 1"=50' scale (5 sheets estimated)

3.8. Storm Water Pollution Prevention Plan (SW3P)

- Produce Erosion Control Sheets double banked at 1"=50' scale consisting of temporary erosion and sediment control devices.
- Identify appropriate Erosion Control Standards

4. FINAL TRAFFIC ENGINEERING

This task includes intersection control evaluation, signing and pavement markings, and illumination design services.

The Engineer will:

4.1. Intersection Control Evaluation (ICE)

- The Engineer will conduct a traffic analysis study to determine appropriate intersection control at the intersection of Bunny Trail and Alamocitos Creek Dr. The Engineer will implement Intersection Control Evaluation (ICE) guidelines to evaluate possible alternatives including all-way stop, traffic signal, and mini-roundabout. The Engineer will identify preferred alternative for intersection control.
- The Engineer will utilize Highway Capacity Software (HCSTM) and Synchro software tools to evaluate appropriate intersection control. Intersection capacity analysis shall be considered to address turning lane storage requirements.
- The Engineer will provide a memo documenting the scenarios evaluated and a recommended intersection layout

4.2. Signing and Pavement Marking

- Prepare Signing and Pavement Marking sheets at a scale of 1”=40’. Design signing and pavement markings in accordance with the Texas Manual for Uniform Traffic Control Devices.

4.3. Design Continuous Roadway Illumination

- The Engineer will develop illumination plans for continuous lighting along the entire stretch of the project corridor. The Engineer will coordinate with the City to determine if proposed illumination poles need to be installed in the median or on both sides of the proposed roadway. The Engineer will also coordinate with the City to identify appropriate luminaire and height of illumination poles. The Engineer will use this information to develop a photometric model using lighting software AGi 32 to determine that minimum “Illuminance” requirements are satisfied. The Engineer will conduct electrical and voltage drop calculations to determine wire and conduit sizes, and number and details of electrical services required along the project corridor. The Engineer will coordinate with Oncor to determine locations to draw power and set electrical services.
- The Engineer will prepare layout sheets showing location of poles, conduits, and wiring. The plans will also include conduit and wire charts, details on electrical services, and quantity summaries.

5. LANDSCAPE ARCHITECTURE

5.1. Concept Design

- The Engineer will prepare the landscape Concept Design plans, based on input received during the initial preliminary design phase. The Concept Design will include a plan rendering (PDF format) with names and images of proposed landscape material. The approved Concept Design will be used as a basis for construction document preparation.

5.2. Streetscape Construction Documents

- Following the approval/acceptance of the Concept Design Plan, the Engineer will prepare construction documents for the proposed street trees and landscape plantings. Submittals will be provided to the City at 90% and 100% completion. It is anticipated that the following sheets will comprise the Landscape Architectural Construction Plan Package:
  - Planting Plans - Kimley-Horn will provide Planting Plans that will include planting bed locations, seed/sod limits, and detail references and notes for the proposed site improvements.
  - Site Details - Kimley-Horn will prepare detail sheets showing site, landscape elements identified in the Schematic Design package. City standard details will be referenced where applicable.
  - Opinion of Probable Construction Cost (OPCC) - Kimley-Horn will prepare an Opinion of Probable Construction Costs (OPCC), to be submitted at each phase of design. Because Kimley-Horn does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and represent its judgment as an experienced and qualified professional, familiar with the industry. Kimley-Horn cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost.

5.3. Irrigation Plans

- Kimley-Horn will prepare an Irrigation Plan and details for the landscape improvements. Submittals will be provided to the City at 90% and 100% completion. The Irrigation Plan will be prepared in accordance with current published City of Killeen and Texas Commission on Environmental Quality (TCEQ) standards. The City will provide Kimley-Horn with any design requirements and/or recommendations prior to commencement of preparation of the Irrigation Plan. Kimley-Horn assumes the City will provide a take point location for water service that is adjacent to the site, and with adequate pressure for the proposed irrigation system. This scope does not include design for water line extensions for irrigation service and/or design of booster pumps.

6. ROUNDABOUT DESIGN

This task requires authorization to proceed from the City prior to commencement of work.

The Engineer will develop design drawings for one-lane mini-roundabout at Bunny Trail and Alamocitos Creek Dr to coincide with the final plans being developed. The Engineer will prepare:

6.1. Horizontal and vertical geometry for proposed roundabout
6.2. Intersection detail sheet for roundabout at scale of 1”=20’
6.3. Intersection Grading Sheets for roundabout to include contours shown at 1’ intervals and at a scale of 1”=20’
6.4. Signing and pavement marking plan at limits of roundabout
6.5. Storm drain and inlet design at limits of roundabout
6.6. Roundabout Traffic Control plan and detour routes. Prepare traffic control plans for up to four (4) phases of construction. It is assumed the roundabout will be built in quarters and that traffic will need to be maintained at all times. If any additional phases are required, the extra design effort necessary to design additional traffic control phases will be considered additional services.
6.7. Illumination design at limits of roundabout
6.8. Roundabout Hardscape and Paving Details - sidewalks, pavement details, truck apron, central island, and median paving details.
6.9. Surveying services will be performed via a subconsultant (McGray) for the as follows:
- Alamocitos/Breeder Lane and Bunny Trail intersection will be surveyed for approximately 400’ west and 400’ east of the centerline of Bunny Trail.
- Cross sections shall be taken at 50-foot intervals along with break lines as required, to provide a digital topographic design file at 1-fot contours.
- Locate and identify all above ground features within the survey limits including buildings, fences, visible utilities, sidewalks, driveways, handicap ramps, guardrails, signs, manholes, water valves, telecom boxes, utility poles, mailboxes, irrigation heads, water meters, sanitary sewer cleanouts, etc. The outside limits of dense tree and vegetation growth shall be identified.
- Trees 8-inches and larger in diameter shall be measured, identified and tagged with a point number
- Locate and identify types of existing pavement surfaces for streets, alleys, sidewalks, driveways, etc. Locate and identify existing lane markings and signage in detail (color, width, words, symbols). Locate and identify existing traffic signals including base, mast arms, and control boxes.
- Locate enough property corners to graphically depict the location of right-of-way lines, however the boundary survey will only be for retracement purposes and not sufficient to create any easements.
- Boundary Survey of the existing CVS Pharmacy at the southeast

corner of Bunny Trail and Stan Schlueter Loop will be performed.

6.10. SUE services will be performed via a subconsultant (TRG) follows:

- Limits consist of Alamocitos/Breeder Lane and Bunny Trail intersection will be surveyed for approximately 400' west and 400' east of the centerline of Bunny Trail.
- TRG will perform SUE services for this project in general accordance with the recommended practices and procedures described in ASCE publication CI/ASCE 38-02 "Standard Guidelines for the Collection and Depiction of Existing Subsurface Utility Data." As described in the publication, four levels have been established to describe and depict the quality of subsurface utility information. The four quality levels are as follows:
  - Quality Level B (QL"B") – Two-dimensional horizontal information obtained through the application and interpretation of non-destructive surface geophysical methods. Also known as "designating," this level incorporates QL"C" information and provides horizontal positioning of subsurface utilities to within approximately 1.0 foot.

7. TRAFFIC SIGNAL DESIGN

This task requires authorization to proceed from the City prior to commencement of work. The Engineer will develop design drawings for traffic signal design at Bunny Trail and Alamocitos Creek Dr to coincide with the final plans being developed. The Engineer will prepare:

7.1. Existing Conditions sheet will show locations of existing traffic control devices, underground, and overhead utilities at the intersection.

7.2. Signal Layout sheet will show the locations of proposed signal poles, pedestrian poles, signal heads, communication equipment, electrical conduits, ground boxes, signal cabinet, new electrical service, existing utilities, and right of way. Locations of pedestrian poles and pedestrian access ramps will be designed in conformance with ADA requirements, if these facilities are deemed necessary. Due to lateral and vertical clearance required from an overhead electric line (per the State law), the Engineer will coordinate with the City before finalizing locations of signal poles, where applicable.

7.3. Signal Elevation sheet will show placement of signal heads on a mast-arm and vertical clearance required for the mast-arm.

7.4. Conduit Chart and Electrical Wiring sheet will show the type and number of electrical wires in each conduit run. A new electrical service will be designed to support total electrical load due to the new traffic signal and safety lighting at the intersection. The electrical service will include two separate circuits for traffic signal and illumination. The Engineer will coordinate with the City and local electric service provider to determine location of new electrical service.

7.5. Phasing & Detection sheet will show the proposed phasing at each

intersection. Phasing and signal-heads for left-turn movements will be designed in conformance with 2011 Texas MUTCD. Video detection details for each movement will also be shown.

7.6. Engineer will calculate yellow clearance and all red interval signal timings, minimum green times, walk and don't walk times for pedestrian signals. The Engineer will also provide signal phasing with a ring and barrier diagram associated with the signal timings. The signals are assumed to operate actuated-uncoordinated due to distance between proposed signals on the corridor and thus do not have a fixed cycle length.

7.7. Accessible Pedestrian Signal (APS) load switch assignment sheet.

7.8. The Engineer will use latest TxDOT general notes issued by the Waco District and update appropriately as required for traffic signals.

7.9. The Engineer will prepare the following deliverables during Final Design:

- 60% Design Plans:
  - Existing Conditions
  - Proposed Signal Layout
  - Signal Elevation
- 90% Design Plans:
  - Existing Conditions
  - Proposed Signal Layout
  - Signal Elevation
  - Electrical Wiring
  - Phasing and Detection
  - Signs and Markings
  - APS Load Switch Assignment
  - Estimated Quantities
  - City/TxDOT Standards (including Traffic Control Plans standards)
- Final Plans Submittal to contain:
  - Address any comments to plan sheets from 90% submittal
  - Issue signed and sealed plan sheets

8. ROW SURVEYING SERVICES

Plats and description services will be performed via a subconsultant (McGray) for up to 15 parcels.

8.1. Parcel Acquisitions/Easements:

- A plat and description for a maximum of fifteen (15) proposed Right-of-Way parcels along Bunny Trail, will be created in TxDOT format and a 5/8-inch iron rod with “Yellow” plastic cap stamped “McGray” will be set at all angle points and property corners.

Deliverables will consist of:

- Three copies of all Plats & Legal Descriptions for the Proposed Right-of-Way Acquisitions which will be signed and sealed by an RPLS.

9. ROW ACQUISITION SERVICES

Appraisal and real estate acquisition services will be performed via a subconsultant (7Arrows) for up to 15 parcels. Condemnation Support Services are not included in this scope and will be considered additional services.

9.1. Develop up to 15 right-of-way justification exhibits

9.2. Pre-Acquisition Services for up to 15 Parcels

- Research preliminary ownership and county tax information.
- Prepare and obtain any Rights of Entry necessary for surveying, geotechnical investigations, and environmental services.

9.3. Title Services for up to 15 Parcels

- Review preliminary title commitment (Schedules A, B & C) or preliminary title search information for all properties.
- Secure title commitments and updates in accordance with insurance rules and requirements for parcel payment submissions for properties which will be acquired in fee simple and for ROW easements.
- Secure title insurance for all parcels, insuring acceptable title. Cure all exceptions on Schedule C, when applicable. Written approval by City will be required for any exceptions to coverage.
- Attend closings and provide closing services in conjunction with Title Company for all tracts.
- Record all original instruments immediately after closing at the respective County Clerk's Office.
- Research title and provide Condemnation Title Report to legal counsel for property rights that will be acquired through Eminent Domain. (See item 7 below)

9.4. Appraisal Services up to 15 Parcels/Transactions (In Fee and/or Easement Acquisition)

- Prepare and conduct personal pre-appraisal contact with interest owner(s) for each parcel.
- Contact property owners or their designated representative to offer opportunity to accompany the appraiser on the appraiser's inspection of subject property. Maintain record of contact in file.
- Finalize complete appraisal report for each parcel. These reports shall conform to the City's policies and procedures along with the Uniform Standards of Professional Appraisal Practice.
- All completed appraisals will be administratively reviewed and approved by the City.
- Appraisal fee could be adjusted based on complexity of evaluation within range provided in Fee Schedule.

9.5. Negotiation Services for up to 15 Parcels/Transactions (In Fee and/or Easement Acquisition)

- Analyze appraisal reports and confirm approved value prior to making offer for each parcel.
- Analyze preliminary title report to determine potential title problems and propose methods to cure title deficiencies. (Exhaust all efforts to obtain subordinations of liens, waiver of lienholders and clear any title, if 7Arrows staff cannot cure title through standard practices, the City will be responsible for obtaining legal counsel to remedy any tile deficiencies as required by title or alternatively, may elect to close the easement without a title policy).
- Prepare the initial offer letter and any other documents required or requested by the City in an acceptable form.
- Contact each property owner or owner's designated representative and present the written offer in person where practical. When owners do not wish to have offers delivered in person, they will be mailed via certified mail with return receipt for documentation of delivery/receipt. Maintain follow-up contacts and secure the necessary instruments upon acceptance of the offer for the closing.
- Provide a copy of the appraisal report for the subject property exclusively to the property owner or authorized representative at the time of the offer.
- Respond to property owner inquiries verbally and/or in writing within two business days.
- Prepare a separate negotiator contact report for each parcel file for each contact.
- Maintain parcel files of original documentation related to the purchase of the real property or property interests/acquisition of the Easement or Right of Way.
- Present counteroffers in a form as directed by the City. Transmit any written counteroffer from property owners including supporting documentation, and Agent's recommendation with regard to the counteroffer.
- Prepare second and final offer letter as necessary.

9.6. Acquisition/Closing Services for up 15 Parcels/Transactions (In Fee and/or Easement Acquisition)

- Prepare check request, review closing documents and facilitate execution of all necessary documents. Attend closings and provide closing services in conjunction with Title Company for all tracts.
- Transport any documents to the City and landowner for signatures.
- Record or cause to be recorded all original instruments immediately after closing at the respective County Clerk's Office.

- Review Title Policy and provide to City for permanent storage.

10. BIDDING PHASE

The Engineer will prepare:

10.1. Prepare bid documents in accordance with the City of Killen standards

10.2. Attend pre-bid meeting with the City. Assist the City in developing meeting agenda

10.3. Receive, record and provide responses to prospective bidder's and suppliers questions. Issue addenda as appropriate to clarify, correct, or change the bidding documents

10.4. Assist the City in opening of bids, review and evaluate all bids including bid amount and prepare recommendation letter for award of the contract for construction

10.5. Include addenda items in the construction plans and issue "conformed" set of plans for construction

11. DUAL LANE ROUNDABOUT DESIGN

This task requires authorization to proceed from the City prior to commencement of work. The Engineer will develop design drawings for a dual lane roundabout at Bunny Trail and Alamocitos Creek Dr to coincide with the final plans being developed. The Engineer will prepare:

11.1. Horizontal and vertical geometry for proposed roundabout

11.2. Intersection detail sheet for roundabout at scale of 1"=20'

11.3. Intersection Grading Sheets for roundabout to include contours shown at 1' intervals and at a scale of 1"=20'

11.4. Signing and pavement marking plan at limits of roundabout

11.5. Storm drain and inlet design at limits of roundabout

11.6. Roundabout Traffic Control plan and detour routes. Prepare traffic control plans for up to four (4) phases of construction. It is assumed the roundabout will be built in quarters and that traffic will need to be maintained at all times. If any additional phases are required, the extra design effort necessary to design additional traffic control phases will be considered additional services.

11.7. Illumination design at limits of roundabout

11.8. Roundabout Hardscape and Paving Details - sidewalks, pavement details, truck apron, central island, and median paving details.

11.9. Surveying services will be performed via a subconsultant (McGray) for the as follows:

- Alamocitos/Breeder Lane and Bunny Trail intersection will be surveyed for approximately 400' west and 400' east of the centerline of Bunny Trail, including 7 adjacent residences.
- Cross sections shall be taken at 50-foot intervals along with break lines

as required, to provide a digital topographic design file at 1-fot contours.

- Locate and identify all above ground features within the survey limits including buildings, fences, visible utilities, sidewalks, driveways, handicap ramps, guardrails, signs, manholes, water valves, telecom boxes, utility poles, mailboxes, irrigation heads, water meters, sanitary sewer cleanouts, etc. The outside limits of dense tree and vegetation growth shall be identified.
- Trees 8-inches and larger in diameter shall be measured, identified and tagged with a point number
- Locate and identify types of existing pavement surfaces for streets, alleys, sidewalks, driveways, etc. Locate and identify existing lane markings and signage in detail (color, width, words, symbols). Locate and identify existing traffic signals including base, mast arms, and control boxes.
- Locate enough property corners to graphically depict the location of right-of-way lines, however the boundary survey will only be for retracement purposes and not sufficient to create any easements.
- Boundary Survey of the existing CVS Pharmacy at the southeast corner of Bunny Trail and Stan Schlueter Loop will be performed.

11.10. SUE services will be performed via a subconsultant (TRG) follows:

- Limits consist of Alamocitos/Breeder Lane and Bunny Trail intersection will be surveyed for approximately 400’ west and 400’ east of the centerline of Bunny Trail.
- TRG will perform SUE services for this project in general accordance with the recommended practices and procedures described in ASCE publication CI/ASCE 38-02 “Standard Guidelines for the Collection and Depiction of Existing Subsurface Utility Data.” As described in the publication, four levels have been established to describe and depict the quality of subsurface utility information. The four quality levels are as follows:
  - Quality Level B (QL“B”) – Two-dimensional horizontal information obtained through the application and interpretation of non-destructive surface geophysical methods. Also known as “designating,” this level incorporates QL“C” information and provides horizontal positioning of subsurface utilities to within approximately 1.0 foot.

11.11. Appraisal and real estate acquisition services will be performed via a subconsultant (7Arrows) for up to 7 additional parcels, consisting of scope from tasks 9.1-9.6. Condemnation Support Services are not included in this scope and will be considered additional services.

The following services are not included in this Agreement at present and are specifically considered to be additional services:

a. Construction Phase
b. Condemnation Support
c. Utility relocation design
d. Franchise Utility relocation design
e. Utility Coordination
f. Floodplain analysis or delineation
g. Construction inspection, construction staking, and material testing
h. Appearing as an expert witness in any litigation for the City.
i. Formal coordination with the USFWS
j. Threatened and endangered species presence/absence surveys
k. Section 6(f) or 4(f) analysis
l. Historic resources survey or archeological testing, data recovery, or construction-phase monitoring
m. Geologic Assessment
n. Hazardous Materials Phase I or II analysis
o. USACE Pre-Construction Notification or Individual Permit preparation
p. Preparing final conditions Letter of Map Revision for FEMA

SCHEDULE

We will provide our services as expeditiously as practicable as shown in Exhibit A

Kimley»Horn

FEE AND EXPENSE

Kimley-Horn will perform the tasks noted below on a time and materials (TM) basis. The services in this agreement will be billed as follows. Kimley-Horn will perform the services in either Task 6, 7 or 11 upon authorization from the City.

	Base Services		
Task 1	PROJECT ADMIN AND COORD SERVICES	$	63,680.00 TM
Task 2	FINAL ROADWAY DESIGN	$	251,830.00 TM
Task 3	FINAL DRAINAGE DESIGN	$	90,680.00 TM
Task 4	FINAL TRAFFIC ENGINEERING	$	75,080.00 TM
Task 5	LANDSCAPE ARCHITECTURE	$	36,180.00 TM
Task 8	ROW SURVEYING SERVICES	$	65,792.81 TM
Task 9	ROW ACQUISITON SERVICES	$	235,785.00 TM
Task 10	BID PHASE SERVICES	$	8,220.00 TM
	EXPENSES	$	2008.00 TM
	Base Services Total	$	829,255.81 TM
	As-Authorized Services		
Task 6	ROUNDABOUT DESIGN	$	91,159.58 TM
Task 7	TRAFFIC SIGNAL DESIGN	$	47,700.00 TM
Task 11	DUAL LANE ROUNDABOUT DESIGN	$	245,658.70 TM
	Total (with Task 6)	$	895,195.81 TM
	Total (with Task 7)	$	876,955.81 TM
	Total (with Task 11)	$	1,074,914.51 TM
	Maximum Grand Total	**$**	**1,074,914.51 TM**

Kimley-Horn will not exceed the total maximum labor fee shown without authorization from the Client. For hourly not to exceed tasks, labor fee will be billed on an hourly basis according to our then-current rates.

For all tasks, direct reimbursable expenses such as express delivery services, air travel, and other direct expenses will be billed at cost. All permitting, application, and similar project fees will be paid directly by the Client.

Payment will be due within 30 days of your receipt of the invoice.

Kimley»Horn

CLOSURE

Kimley-Horn, in an effort to expedite invoices and reduce paper waste, submits invoices via email in an Adobe PDF format. We can also provide a paper copy via regular mail if requested. Please include the invoice number and Kimley-Horn project number with all payments. Please provide the following information:
Please email all invoices to: _____

Please copy: _____

Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter.

We appreciate the opportunity to provide these services to you. Please contact us at (512) 418-1771 should you have any questions regarding this agreement.

Sincerely,

Sam Lundquist, P.E.
Project Manager
TBPE F-928

Trey Neal, P.E.
Vice President

Attachments: Hourly Rate Schedule
Exhibit A – Proposed Project Schedule

Kimley»Horn

HOURLY RATE SCHEDULE

KIMLEY-HORN AND ASSOCIATES, INC.

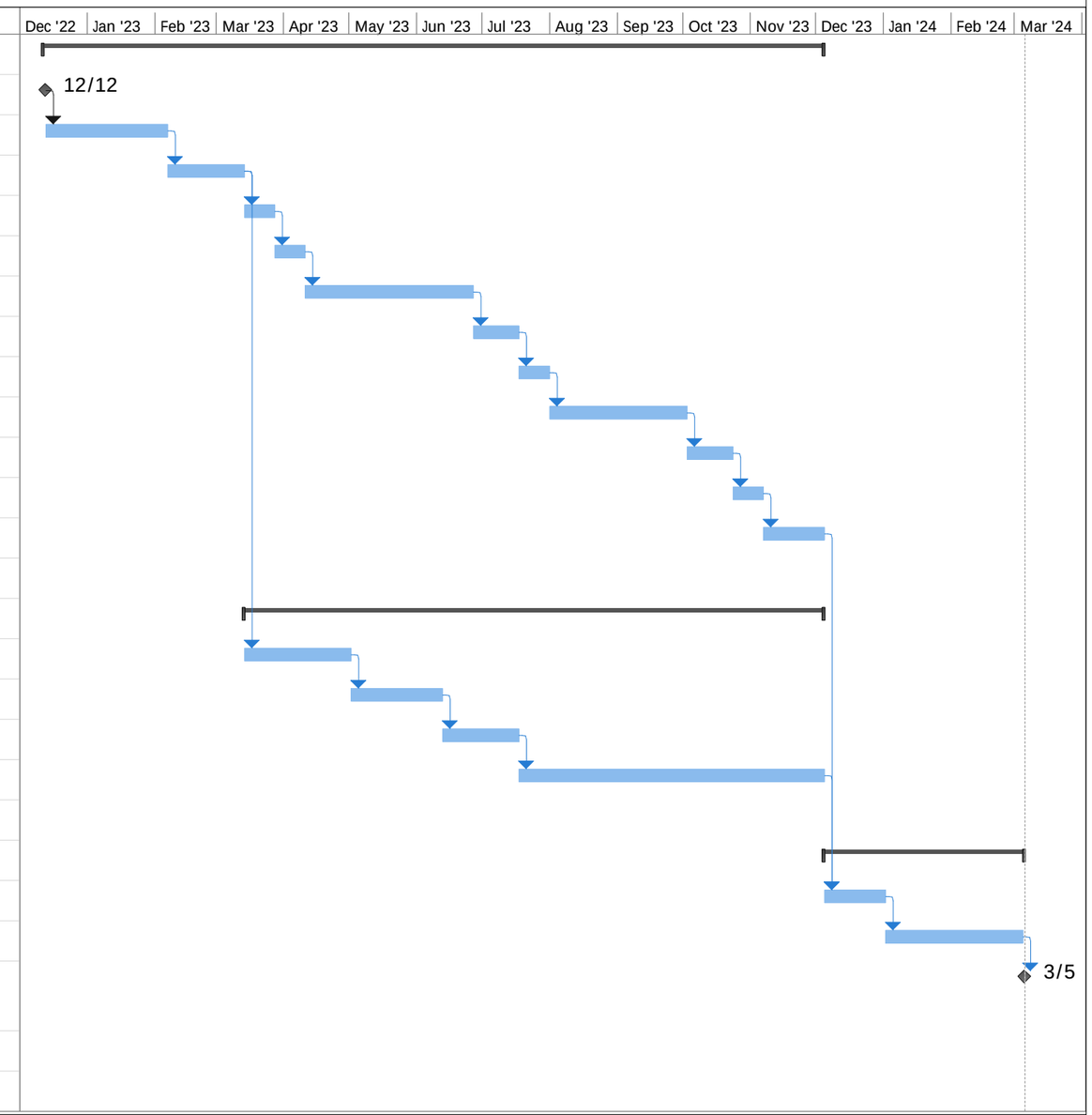
Classification	*Rate*
Analyst	$150 - $230
Professional	$200 - $275
Senior Professional I	$240 - $330
Senior Professional II	$295 - $350
Senior Technical Support	$150 - $260
Support Staff	$105 - $135
Technical Support	$95 - $140

Effective through December 31, 2022

Subject to annual adjustment thereafter

Bunny Trail
Exhibit A - Proposed Project Schedule

ID	Task Name	Duration	Start	Finish	Predecessors
1	Design Phase	251 days	Mon 12/12/22	Mon 12/4/23	
2	Notice to Proceed	1 day	Mon 12/12/22	Mon 12/12/22	
3	Intersection Control Evaluation (ICE)	35 days	Tue 12/13/22	Mon 2/6/23	2
4	Finalize Preferred Alternative 30% Design Schematic	25 days	Tue 2/7/23	Mon 3/13/23	3
5	City review Schematic	10 days	Tue 3/14/23	Mon 3/27/23	4
6	Schematic Comment Resolution	10 days	Tue 3/28/23	Mon 4/10/23	5
7	Prepare 60% PS&E	55 days	Tue 4/11/23	Mon 6/26/23	6
8	City/TxDOT Review 60% PS&E	15 days	Tue 6/27/23	Mon 7/17/23	7
9	60% Comment Resolution	10 days	Tue 7/18/23	Mon 7/31/23	8
10	Prepare 90% PS&E	45 days	Tue 8/1/23	Mon 10/2/23	9
11	City/TxDOT Review 90% PS&E	15 days	Tue 10/3/23	Mon 10/23/23	10
12	90% Comment Resolution	10 days	Tue 10/24/23	Mon 11/6/23	11
13	Prepare Final PS&E	20 days	Tue 11/7/23	Mon 12/4/23	12
14					
15	ROW Acquisition	190 days	Tue 3/14/23	Mon 12/4/23	
16	Obtain ROE	35 days	Tue 3/14/23	Mon 5/1/23	4
17	ROW Survey	30 days	Tue 5/2/23	Mon 6/12/23	16
18	Prepare Metes & Bounds for Acquisitions	25 days	Tue 6/13/23	Mon 7/17/23	17
19	Easement Acquisition	100 days	Tue 7/18/23	Mon 12/4/23	18
20					
21	Bidding Phase	66 days	Tue 12/5/23	Tue 3/5/24	
22	Advertise for Bidding	20 days	Tue 12/5/23	Mon 1/1/24	13,19
23	Contract Execution and Award	45 days	Tue 1/2/24	Mon 3/4/24	22
24	Construction Start (Construction Phase Not included in this Contract)	1 day	Tue 3/5/24	Tue 3/5/24	23
25					
26					



Project: Bunny Trail
Date: Mon 11/21/22

Task | Split | Milestone | Summary | Project Summary | Inactive Task | Inactive Milestone | Inactive Summary | Manual Task | Duration-only | Manual Summary Rollup | Manual Summary | Start-only | Finish-only | External Tasks | External Milestone | Deadline | Progress | Manual Progress

BUNNY TRAIL RECONSTRUCTION CONTRACT AMENDMENT

RS-23-010

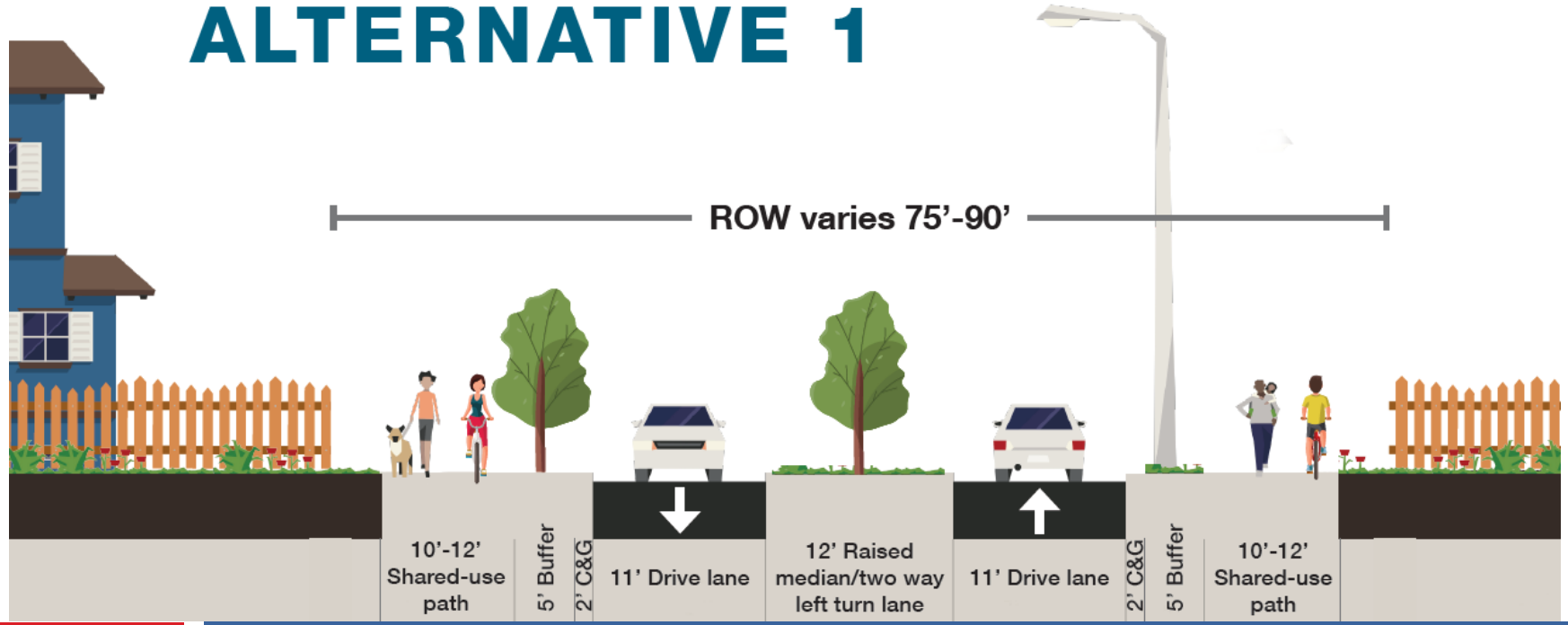
January 3, 2023

Background

- On November 16, 2021, a Professional Services Agreement (PSA) was executed with Kimley-Horn and Associates, Inc. in the amount of $421,550 for the Preliminary Design of the Bunny Trail Street Reconstruction Project
- On May 4, 2022, the City had an open house to discuss the scope of the project, the project schedule, and provided a platform for individuals to express their questions and concerns.
- Proposed Contract Amendment in the amount of $1,074,914.51 with Kimley-Horn and Associates, Inc. to complete final design of the Bunny Trail Street Reconstruction Project.

Open House Comments

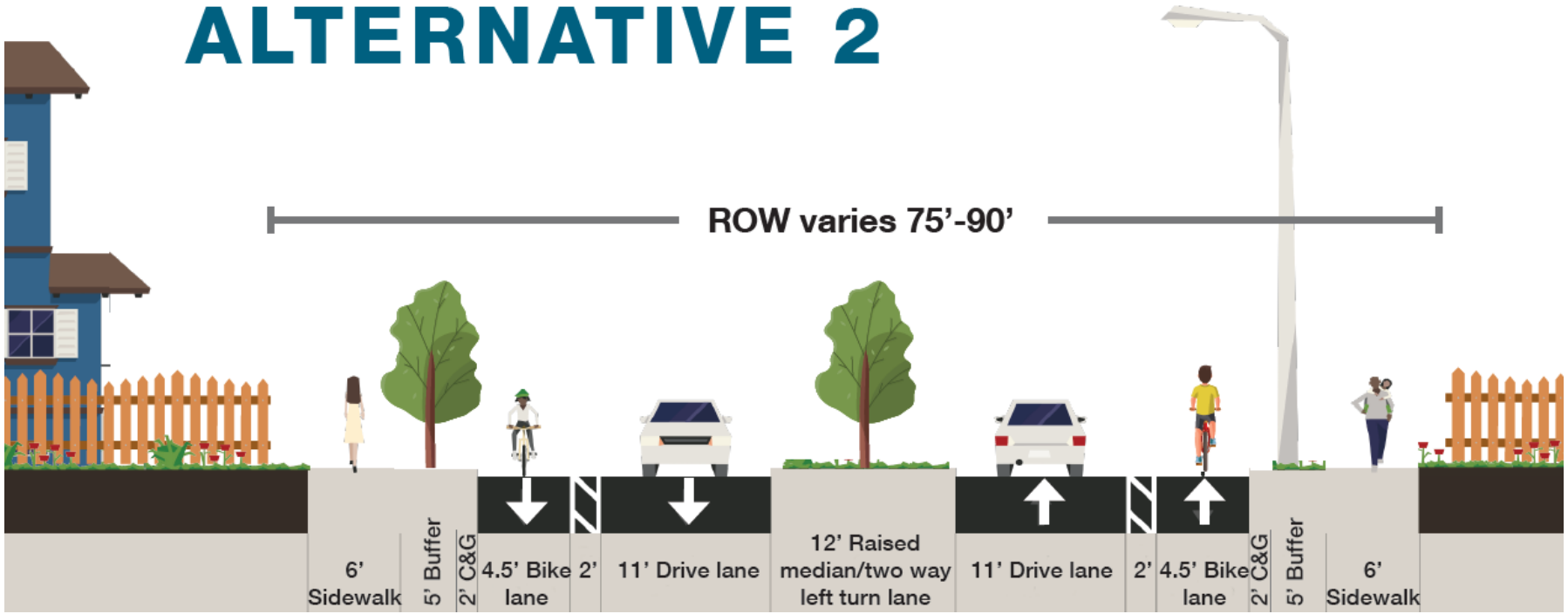
- Excessive Speeding
- Improve the Intersection at Alamocitos Creek Drive
- School Traffic
- Drainage at West Stan Schlueter Loop
- Repaving



Exhibit

Proposed Alternative

Preliminary Design Work



Exhibit

Proposed Alternative

Preliminary Design Work

ALTERNATIVE 3

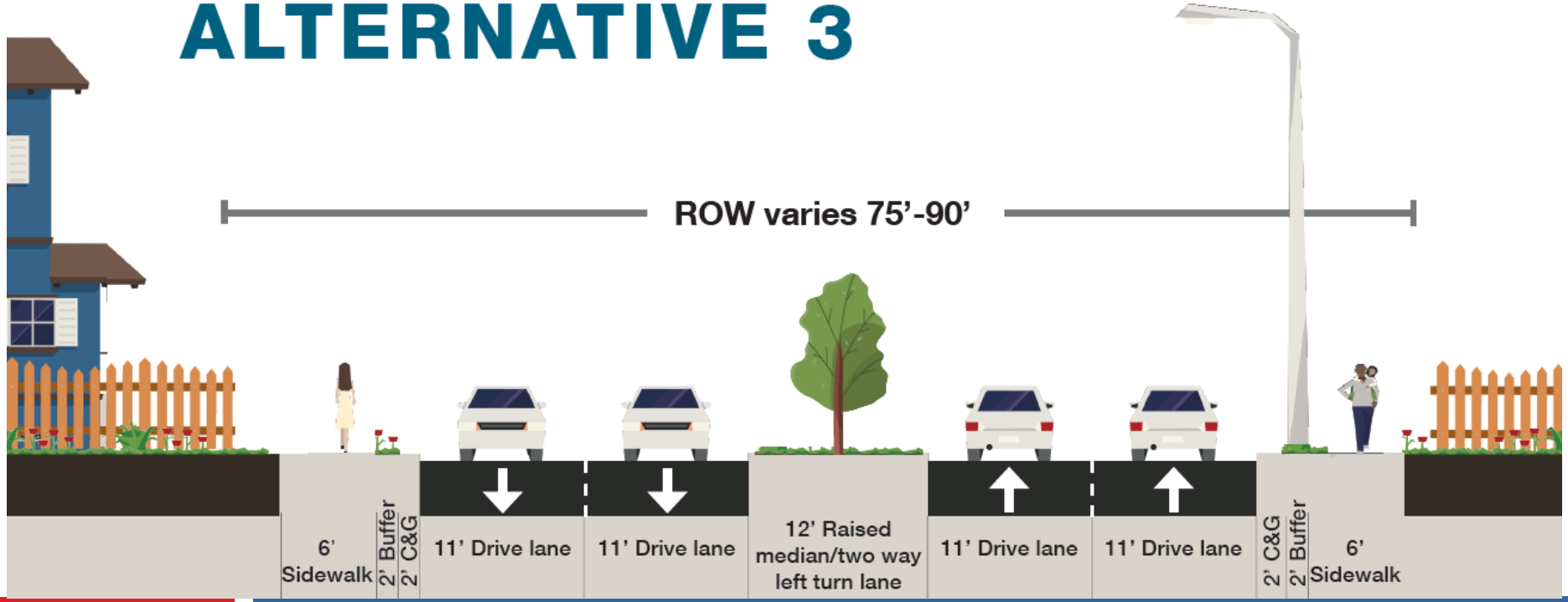


Exhibit Proposed Alternative

Preliminary Design Work

Design Analysis Results

- Low Traffic Volumes for the next 20 years
- Pedestrian Safety is an issue (fatality in 2021)
- Limited bike/pedestrian facilities
- Excessive speeding
- 5-lane section does not warrant improvements to intersection with Alamocitos

ALTERNATIVE 2

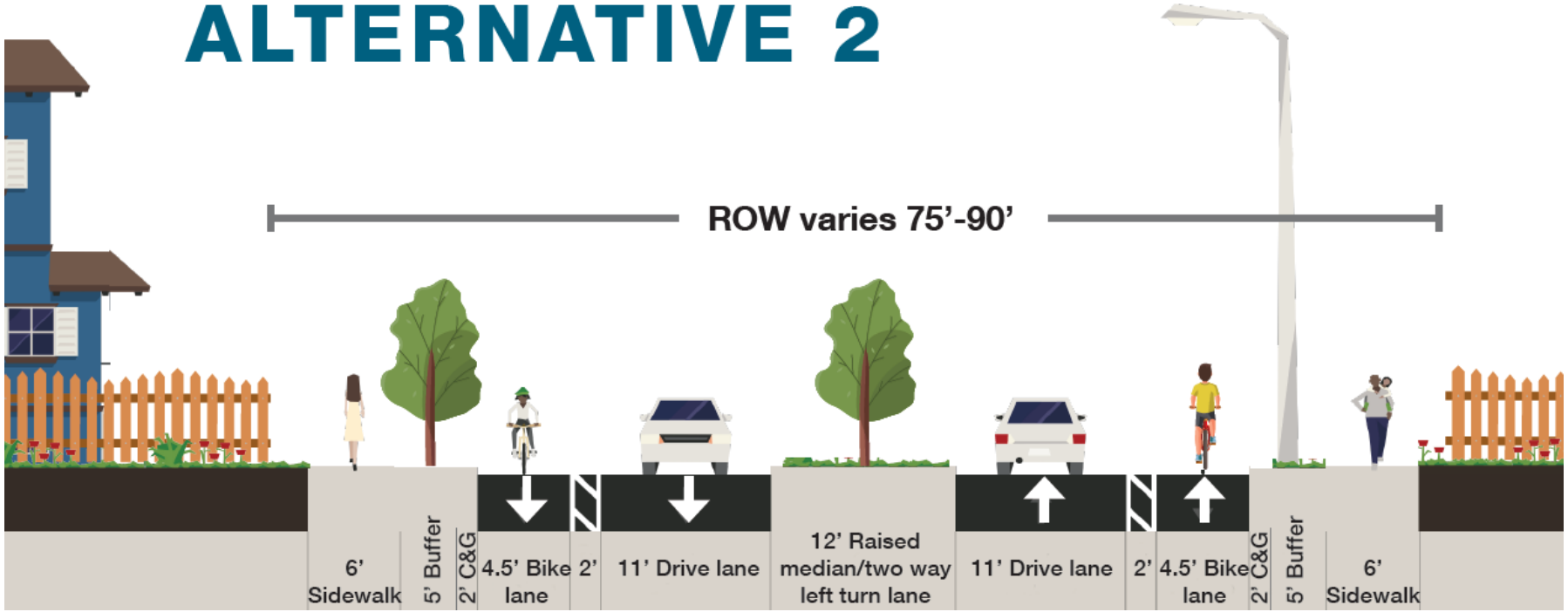


Exhibit Proposed Final Design Alternative

Design Considerations

- 3 – Lane Roadway
- Right Turn Lanes for School Traffic
- Bike/pedestrian facilities
- Improvements to intersection with Alamocitos
- Street Trees
- Drainage Improvements at Intersection with Stan Schlueter

Alternatives Considered

The City Council has the following alternatives.

- Do Not Authorize the amendment of the contract and delay the design and construction of the Bunny Trail Reconstruction Project.
- Do Not Authorize the amendment of the contract and request amendments to the design scope and return to council with a new proposal.

Alternatives Considered (Cont.)

- Authorize the execution of Amendment No. 1 with Kimley Horn, in the amount of $1,074,914.51 for the final the design of Bunny Trail Reconstruction Project with direction for Option 1.
- Authorize the execution of Amendment No. 1 with Kimley Horn, in the amount of $1,074,914.51 for the final the design of Bunny Trail Reconstruction Project with direction for Option 2.
- Authorize the execution of Amendment No. 1 with Kimley Horn, in the amount of $1,074,914.51 for the final the design of Bunny Trail Reconstruction Project with direction for Option 3.

Recommendation

- Authorize the execution of Amendment No. 1 with Kimley Horn, in the amount of $1,074,914.51 for the final the design of Bunny Trail Reconstruction Project with direction for Option 2.

City of Killeen

Staff Report

File Number: PH-23-001

1	City Council Workshop	01/03/2023	Reviewed and Referred	City Council	01/10/2023

Hold a public hearing and consider an ordinance amending the Code of Ordinances Chapter 26, Article IV, Division 5, Sections 26-128 through 26-165, establishing parkland dedication and development requirements and establishing fees in lieu thereof.

DATE: **January 3, 2023**

TO: **Kent Cagle, City Manager**

FROM: **Edwin Revell, Executive Director of Development Services**

SUBJECT: **Parkland Dedication and Development Ordinance**

BACKGROUND AND FINDINGS:

The City's Parks & Open Space Master Plan was adopted on February 8, 2022. The Plan calls for finalization and adoption of a Parkland Dedication and Development Ordinance within 2022.

Stakeholder meetings were held on July 8th and July 22nd. The proposed ordinance was reviewed by the Planning and Zoning Commission on August 15th. On September 20th, the City Council reviewed the proposed ordinance and directed staff to schedule a joint Planning & Zoning Commission/City Council Workshop.

On October 14th, staff received written feedback from three (3) individuals, including two (2) stakeholders and one (1) Planning and Zoning Commissioner. On November 14th, a joint Planning & Zoning Commission/City Council meeting was held to discuss the proposed ordinance.

The proposed Parkland Dedication Ordinance has three (3) primary components:

1. Land dedication requirement, which is based on the number of single-family and/or multi-family dwelling units, and calculated at a rate of 5 acres per 1,000 residents; or

2. Fee-in-lieu of dedication, which is calculated at a rate of $750 per single-family/two-family dwelling unit and $650 per multi-family dwelling unit; and

3. Development fees, which are calculated at a rate of $450 per single-family/two-family dwelling unit and $250 per multi-family dwelling unit.

THE ALTERNATIVES CONSIDERED:

The City Council has three (3) alternatives:

- Do not approve the ordinance;
- Approve the ordinance with modifications; or
- Approve the ordinance as presented.

Which alternative is recommended? Why?

Staff recommends approval of the ordinance as presented. Approval of the proposed ordinance will provide for land and funding for new parks in Killeen.

CONFORMITY TO CITY POLICY:

The proposed ordinance conforms to all City of Killeen policies and procedures.

FINANCIAL IMPACT:

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

This is not applicable.

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:

Staff recommends approval of the ordinance as presented

DEPARTMENTAL CLEARANCES:

Development Services
Recreation Services
Legal

ATTACHED SUPPORTING DOCUMENTS:

Ordinance

ORDINANCE _____

AN ORDINANCE AMENDING CHAPTER 26 OF THE CITY OF KILLEEN CODE OF ORDINANCES BY ADDING ARTICLE IV, DIVISION 5, SECTIONS 26-128 THROUGH 26-165 ESTABLISHING PARKLAND DEDICATION AND DEVELOPMENT REQUIREMENTS AND ESTABLISHING FEES IN LIEU THEREOF; 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; and,

WHEREAS, the City of Killeen has declared the application and enforcement of the City's subdivision and property development regulations to be necessary for the promotion of the public safety, health, convenience, comfort, prosperity, and general welfare of the City; and,

WHEREAS, it has been determined by the Supreme Court of Texas that a development regulation requiring the dedication and development of parkland, or paying a fee in lieu thereof, does bear a substantial relation to the health, safety, or general welfare of a community; and

WHEREAS, the City of Killeen finds and determines that the development of residential subdivisions and lots results in increased population, which, in turn, imposes increased demand upon the City's existing park system that would otherwise not occur but for the new development; and

WHEREAS, the City of Killeen finds and determines that in order to ensure that adequate parkland and related improvements are available to satisfy the increased need created by residential development, amendment to the City of Killeen's Code of Ordinances is necessary to establish a fair and reasonable method of providing for such additional parkland and improvements; and

WHEREAS, the City of Killeen hereby finds that the quantity and amount of the dedication, development, and fees associated with this ordinance are substantially related to satisfy the need for additional parkland and amenities and the same are roughly proportionate to the impact that residential development has on the City's park system based on the current level of service per dwelling unit existing in the City as of the effective date of this ordinance; and

WHEREAS, the City of Killeen finds that requiring parkland dedication, fees in lieu of such dedication and parkland development fees through the development process are necessary to provide for an unmet need and will benefit the health, safety and welfare of its citizens;

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

SECTION I. THAT CHAPTER 26, ARTICLE IV OF THE CITY OF KILLEEN CODE OF ORDINANCES IS HEREBY AMENDED BY ADDING DIVISION 5 WHICH IS HEREBY ADOPTED TO READ AS FOLLOWS:

CHAPTER 26. SUBDIVISIONS

ARTICLE IV. – STANDARDS AND REQUIREMENTS

Division V. Public Parkland and Open Spaces

Division 1. Generally

Sec. 26-128. Purpose, Intent, and Authority.

A. **Purpose.** The general purpose of this Article is to ensure that there is sufficient land dedicated or otherwise set aside, and resources for development, to meet the public demand for parks, trails, and open space that arises from population growth. In this way, when new growth and development occurs, a proportionate and reasonable contribution of land dedication, park development, fees in lieu of land conveyance or park development, or combination thereof, allows the parks, trails, and open space system to grow concurrently.

B. **Intent.** The City intends to achieve these purposes to:

1. *Grow*. Grow the parks, trails, and open space system by:
   a. Adding new publicly accessible property concurrent with growth and redevelopment and target level of service benchmarks as set out in the Parks Plan.
   b. Ensuring good distribution of new parks, trails, and open space to improve the number of residences which are located within the target service area per various park types set out in the Parks Plan.
   c. Providing for a comprehensive network of trails and supporting facilities which links parks, homes, schools, and other community destinations.
   d. Preserving environmentally sensitive and ecologically diverse areas which can also be cross utilized for public use.
   e. Establishing polices for the conveyance of property which meets the requirements of this Article.
2. *Develop*. Develop and/or enhance parks and trails by:
   a. Establishing public parkland and trail design considerations and criteria which ensures the development of durable and fiscally-maintainable park and trail facilities and amenities.
   b. Requiring the development of new parks and trails which meet or exceed the attributes and building blocks of Complete Parks as defined in the Parks Plan.
   c. Preserving and protecting existing trees and vegetation, floodplains, stream corridors, and other areas of environmental significance from adverse impacts of development.
3. *Improve and Maintain*. Improve and maintain public parks and trails by:
   a. Providing for flexibility regarding compliance with these requirements to allow opportunity for incremental improvements and contribution towards purposeful longer-term intensive capital investments within established Park Benefit Zones.

C. **Authority.** This Article is enacted pursuant to the City's police powers existing under the City's charter and consistent with the Texas Constitution, Article XI, Section 5. It is hereby declared by the City Council that parks, trails, and open space are an essential part of the civic infrastructure and are necessary for the health, safety, and welfare of the public. The provisions of this Article shall not be construed to limit the power of the City to utilize other methods authorized under state law or pursuant to other City powers to accomplish the purposes set forth herein, either in substitution or in conjunction with this Article. Guidelines may be developed by the Parks Director and approved the Recreation Services Advisory Board to implement and administer this division.

D. **Findings of Fact; Compliance with the Parks Plan.** The City has adopted a Parks Plan which outlines the necessity for parkland dedication and the types of improvements deemed appropriate for the City. The plan has carefully assessed the deficiencies of the existing park system and impact created by new development and has established a dedication and/or cost requirement based upon individual dwelling units. The plan constitutes an individualized fact-based determination of the impact of new living units on the park and recreation system and establishes an exaction system designed to ensure that new living units bear their proportional share of the cost of providing park and recreation related services. The dedication and development of any parkland and the expenditure of any fees-in-lieu of dedication or development shall be in accordance with the purpose and intent of the Parks Plan of the City and this Article.

Sec. 26-129. Applicability and Exceptions

A. **Applicability.** This Article applies to all property within the City limits and the extraterritorial jurisdiction (ETJ), unless exempted by Section 26-129.B. This article applies to applications for which City approval is sought under the City's Subdivision Ordinance, as may be amended. Property owners or developers must comply with the parkland dedication and park development requirements set out in this Article.

B. **Exceptions.** The requirements set out in this Article do not apply:
   1. To the subdivision of nonresidential development.
   2. To subdivided lots which were previously subject to these requirements, provided that the new development does not increase in residential intensity.
   3. To subdivided lots within the ETJ platted per Article II, Division 4, Minor Plats.

Secs. 29-130-134. Reserved

Division 2. Parkland Dedication

Sec. 26-135. General.

A. **Generally.** A property owner/developer shall contribute a fair share to the growth of the parks and open space system as part of new development.

B. **Forms of Contribution.** Contributions can be in the form of parkland dedication, fees in lieu thereof, or some combination of both. In the instance of parkland dedication, the parkland must contain a fee simple title free and clear of all liens, encumbrances, and restrictions.

C. **Review and Acceptance.** Land proposed for dedication to the City under this division shall be reviewed by the Planning Director and recommended by the Parks Director. Reviews and recommendations shall be based on the findings set out in this Article and the latest adopted version of the Parks Plan. The City Council must accept all property proposed for land dedication prior to the submittal of a final plat. The Parks Director shall also provide a quarterly update to the Recreation Services Advisory Board on accepted property per the requirements of Article.

D. **Prior Dedication.** The City Manager shall have the authority to enter into a written agreement with a property owner to credit a gift of land, on a per-acre basis, to offset future parkland dedication requirements imposed on the same property owner for a subsequent, separate property being proposed for development Donations submitted prior to the effective date of this Article shall not qualify for credit.

Sec. 26-136. Parkland Dedication Calculation.

A. **Generally.** The calculation for determining the acreage amount of parkland dedication shall be in conformance with this Section.

B. **Calculation of Dedication Acreage.** The amount of land required to be dedicated for parkland shall be calculated at a rate of not less than five acres of parkland per 1,000 ultimate residents or an equivalent ratio thereof. The required acreage shall be rounded to the nearest one tenth. The following formula shall be used to determine the amount of parkland to be dedicated:

$$\frac{5 \text{ X (Number of Units) X (Persons Per Unit)}}{1{,}000} = \text{Acres to be dedicated}$$

The number of persons per unit shall be based on data compiled by the City. The City shall review and adjust the data as necessary. The following figures represent the average number of persons per unit by current density categories and shall be used to calculate parkland dedication:

Table 26.136A Parkland Dedication Required

Development Type[1]	Representative Building Types	Persons per Unit[2]	Parkland Dedication
Single-Family/ Two-Family	Single-family detached and attached, manufactured homes, duplexes, etc.	2.99	1 acre per 67 dwelling units
Multi-Family	Triplexes, quadriplexes, apartments, etc.	2.60	I acre per 77 dwelling units

[1] The development type is based on the intended number of families to be housed in the same building, irrespective of the construction (e.g., stick built, modular, etc.) or ownership type (e.g., fee simple, condominium, etc.) or configuration (e.g., independent or mixed-use).

[2] Persons per unit numbers are based on the latest data for the City of Killeen on average household size for owner- and renter-occupied units (U.S. Census Bureau, 2019: ACS 1-Year Estimates Data Profiles).

Sec. 26-137. Criteria for Public Parkland Dedication

A. **Generally.** To ensure dedicated public property creates a foundation for future park development that adheres to Complete Park principles, as defined in the Parks Plan, adequate review of the location, size, access, connectivity, and visibility must be considered at the time of dedication.

B. **Minimum Dedication Requirements.** Land dedicated for public parkland purposes shall consider the following:

1. *Location*. Parkland shall be located, whenever possible, in a manner that is centrally located within the residential areas of the parcel proposed for development and to maximize protection of sensitive natural features like water bodies, watercourses, stands of mature trees, and scenic views.

2. *Size*. Parkland shall meet the minimum acreage requirements set out in 26-136 and be of a size and configuration suitable for the design and development of facilities and amenities as set out in subsection 26-147.C, *Minimum Development Requirements*, of this Article.

3. *Access*. Parkland shall be easily accessible for the public in a manner that serves the greatest number of pedestrian and/or bicycle users without having to cross an arterial roadway.

4. *Connectivity*. Parkland shall be oriented in a way that maximizes internal pedestrian and bicycle connectivity to residential areas and to other off-site connections like the greenway system.

5. *Visibility*. Parkland shall be oriented in a manner that is clearly visible to public safety vehicles and the abutting neighborhood residents and other passersby. The front facades of residences should be oriented to face the park on all sides.

C. Unsuitable Land. The following physical land characteristics are considered unsuitable for public parkland dedication unless the Parks Director finds that the land has recreational value that warrants its acceptance as public parkland or open space and is consistent with the Parks Plan. This includes drainage ditches, detention or retention ponds (unless designed with recreational facilities, amenities, and site furnishings); narrow strips of land (unless a minimum of 20 ft. in width and used to maximize pedestrian and bicycle connectivity), steep slopes equal to or greater than 15% (unless located along a watercourse or other acceptable special area), powerline easements (unless approval has been received to construct a connecting trail segment), other easements or environmental hazards which may restrict the City's ability to construct park improvements, and any other areas which may not provide for conducive use of recreational areas.

D. **Off-Site Dedication.** Land proposed for dedication that is off-site from the parcel being proposed for development that is requiring it, shall be located in the same park benefit zone. Off-site land dedications shall be sized 20 percent larger than the required minimum land dedication and shall not be less than 10 acres. Each site shall meet the same standards as sites located within the parcel proposed for development and shall be conveyed to the City as set out herein.

Secs. 26-138-144. Reserved.

Division 3. Park Development

Sec. 26-145. General.

A. **Generally.** In addition to the dedication and conveyance of public parkland, the property owner/developer shall bear a proportional cost of parkland improvements needed to serve new growth. This may occur through a cash payment to the City's Park Benefit Fund, or through constructing park and trail facilities and amenities as set out in this Division and other applicable provisions of this Article. The design specifications are intended to ensure that the proposed improvements adequately meet the purposes and intent set out in this Article.

B. **Forms of Contribution.** Contributions can be in the form of park development, fees in lieu thereof, or some combination of both.

C. **County Applicability.** Unless otherwise authorized by a park development agreement between the jurisdictions and the property owner/developer, parcels proposed for development within the City's extraterritorial jurisdiction shall either pay a park development fee or construct the required public amenities.

Sec. 26-146. Park Development Fee Calculation

A. Generally.. The following fee rates are calculated based on the expected persons per unit consistent with Table 26.136A, *Parkland Dedication Required*, of this Article.

Table 26.146 Park Development Fee	
Gross Density per Residential Development (Dwelling Units per Acre)	Park Development Fee per Unit
Single-Family/Two-Family Units (2.99 persons per unit)	$450

Multi-Family Units (2.60 persons per unit)	$250

B. **Development Fee Credits.** Privately owned park properties may receive up to 100 percent credit towards fulfilling the requirements of the Park Development Fee, provided it meets the specifications set out in the Park Development Agreement, and other applicable sections of this Article.

Sec. 26-147. Criteria for Parkland Development

A. **Generally.** A property owner/developer may propose to develop public parkland in whole or part rather than paying the Park Development Fee.

B. **Applicability.** This Division only applies to parkland being dedicated to the City as public parkland or privately owned parkland that is being used as credits toward meeting the Park Development Fee.

C. **Minimum Development Requirements.**

1. *Design, Specification and Construction*. Design, specification, and construction of the improvements shall be subject to review and approval by the City and shall be in conformance with the Complete Park principles set out in the Parks Plan so that parkland design is purposeful regarding accessibility, safety and level of comfort, sociability, activation, and future maintenance.

2. *Special Design Considerations for Private Pocket Parks*. The inclusion of privately owned pocket parks to offset parkland dedication and development fee requirements shall conform to the following.
    a. Each pocket park shall be centrally located within every phase of a parcel proposed for development so that all lots or units are located no greater than ¼-mile from the edge of a privately-owned pocket park, or other privately owned/public parkland. The ¼-mile distance shall be measured using walking distance along sidewalks and trails.
    b. The pocket park shall take access from a local street and be no smaller than the average lot size of the lots platted in that phase of the subdivision, or ½-acre, whichever is larger.
    c. At a minimum, the pocket park shall include an ADA-compliant trail connecting all amenities to the sidewalk, a shaded children's play area (ages 2-12), swings, a shade pavilion with a minimum of one picnic table, social seating, fitness activity, and other site furnishing typical of a pocket park.
    d. In addition, each pocket park shall include at least one of the following: mini-sports court, community garden, open grass play area, enclosed off-lease area for dogs, or other amenity approved by the Parks Director.
3. *Special Design Considerations for Public or Private Neighborhood Parks*. The inclusion of privately owned neighborhood parks to offset parkland dedication and development fee requirements shall conform to the following:
    a. Each neighborhood park should be centrally located within the parcel proposed for development to maximize access to as many residents as possible.
    b. The neighborhood park shall take access from local or collector street and be no smaller than three acres in size.
    c. At a minimum, the neighborhood park shall include the same minimum requirements as a pocket park, as defined in subsections C.2.c. and C.2.d., above.
    d. In addition, each neighborhood park shall include an ADA-compliant loop trail and three of the following additional amenities: neighborhood serving pool, full sports court or field, community garden, enclosed off-lease area for dogs, shaded picnic pavilion with at least two picnic tables, or other neighborhood-scaled amenity approved by the Parks Director.

4. *Special Design Considerations for Public or Private Trail Development*. When a parcel proposed for development includes a thoroughfare or greenway trail, as identified on the Killeen Future Trail Segments Map of the Killeen Parks Plan, or trail development in general, the property owner/developer shall be responsible for constructing and extending the trail segments across the property, as may be applicable. The placement, construction, and dedication of trails shall comply with the following:
    a. For greenway trails located in floodplains, this requires dedication of the property to the City and construction of the trail to City specifications.
    b. For thoroughfare trails (i.e., oversized sidewalks along priority corridors to facilitate citywide recreational and transportation connections), this requires construction to City specifications and dedication as part of future right-of-way.
    c. This also requires the placement and construction of appropriate neighborhood connector trails throughout the parcel proposed for development so that adequate access is provided to the greenway and thoroughfare trail system. These connectors shall be protected by permanent 20-foot access easements.
    d. When a parcel proposed for development abuts off-site floodplain which is identified as a priority trail corridor, the property owner/developer shall ensure connection to the off-site greenway trail corridor by dedicating one or more 20-foot access easements which provide access to the property.
    e. In no instance may a property owner/developer prohibit, through the use of subdivision of lots or other improvements, the future development of the City's regional greenway trail system.
    f. Areas within the parcel proposed for development which include connector trails to the City's existing or proposed greenway system shall be owned and managed in perpetuity as part of common property of a property owners association, or dedicated, as may be set out in the Park Development Agreement.
    g. All trail development used to meet the requirements of these regulations shall be developed per the cross-sections set out in the Parks Plan and other City specifications and have a 20-foot minimum public access easement based on the centerline of the trail.
    h. At a minimum, all trails need to include site furnishings. When not provided elsewhere within the parcel proposed for development, the trail system shall be further amenitized meeting the same minimum requirements as a pocket park, as defined in subsections C.2.c. and C.2.d., above.
5. *Timing*. Construction of the infrastructure, facilities, and amenities for the portion required for the final plat(s) approval must be completed within the time period prescribed in the park development agreement; or, within three (3) years of the City's approval of the first final plat of the subdivision, when the applicant has not entered into a park development agreement.

Secs. 26-148-150. Reserved.

Division 4. Alternate Compliance

Sec. 26-151. Generally.

A. Generally. Alternate compliance is allowed to provide the property owner/developer flexibility in determining how to meet the minimum parkland dedication and development requirements.

B. Alternative Compliance Options. Three alternative compliance options are provided, including paying fees-in-lieu thereof (see Sec. 26-152, of this Article), providing alternate dedication and development options (see Sec. 26-153, of this Article), or some combination thereof as specified in the Park Development Agreement.

Sec. 26-152. Fees-In-Lieu.

A. **Generally.** The City may require, or the property owner/developer may choose, to pay a cash fee for the City purchase of off-site parkland in lieu of all or part of the dedication of on-site parkland, and/or the development of parkland, in accordance with this Section.

B. **Dedication Fees-In-Lieu.** The fee-in-lieu amount is established at $50,000 per acre, or a portion thereof. This value is based on the amount of money that would have been otherwise used to purchase land to dedicate to the City.

1. *Fee Calculation*. The fee-in-lieu of parkland dedication is based upon the fair market value of the land that is developable for single-family, two-family, or multi-family use, and that would otherwise be required to be dedicated as public parkland for the parcel proposed for development, including all utilities extended to and through the property. The amount of fees-in-lieu of parkland shall be based on the following formula: (A x V) = M, where:

   a. *A* = the area of land required for dedication as determined in Sec. 26-136., P*arkland Dedication Fee Calculation*

   b. V = $50,000 per acre

   c. *M* = the number of dollars to be paid in lieu of the parkland dedication requirement

Table 26.152 Parkland Dedication Fee-in-Lieu	
Gross Density per Residential Development (Dwelling Units per Acre)	Park Development Fee per Unit[1]
Single-Family/Two-Family Units (2.99 persons per unit)	$750
Multi-Family Units (2.60 persons per unit)	$650
[1] Numbers rounded up to the nearest 10.	

2. Alternate Fee. The price per acre for fair market value may be modified upon submittal of an alternate appraisal by an independent appraiser approved by the City utilizing a comparable sales method to value the fair market value of the net acreage of the tract. The alternate appraisal is the responsibility of the property owner/developer and may not be more than four months old.

C. Development Fees-In-Lieu. The fee-in-lieu amount for park development is set out Sec. 26-146 and may be paid in-lieu-of commensurate development of required park facilities and amenities.

D. **Required Payment.** Fees-in-lieu may be required by the City for development within the City limits or ETJ if the proposed required dedication is less than three acres in size or if the City otherwise determines that the fees-in-lieu thereof better serve the park, trail, and open space needs of the Killeen community and the intent of the Parks Plan (see also Section 26-158).

Sec. 26-153. Alternate Dedication and Development Options.

A. Generally. Alternate dedication and development options are provided to allow the property owner/developer flexibility in determining how to meet the minimum parkland dedication and development requirements. For example, development of private pocket parks could be used to offset part of the minimum requirements set out

in this Article. This could be combined with dedication of floodplain and/or private trail development to meet the full requirements.

B. **Alternate Compliance Options.** Up to a maximum of 100% of the parkland dedication and development requirements may be fulfilled by alternate compliance options provided that they meet the standards set out in this Article.

Table 26.153 Dedication Credit Offsets	
Criterion	Maximum Credit(s)
Private Pocket Park[1, 5] within a ¼-mile of all units	75%
Private Neighborhood Park[1, 4, 5]	75%
Integrated KISD Elementary/Middle School site with an associated joint use school park[2, 4, 5]	100%
Dedication of floodplain with greenway trail development [1, 3, 4]	100%
Private Trail connectivity and development[1, 4, 6]	100%

[1] Requires the parcel proposed for development to have a perpetual property owners association (POA) with covenants, conditions, and restrictions (CCRs) acceptable to the City at the time of subdivision. See also parkland improvement provisions set out in Division 3, Park Development.

[2] Requires an executed joint use agreement between the City and KISD for the development of a new school within the property proposed for development which includes a joint use school park.

[3] Requires dedication of 100-year floodplain areas, if applicable and as delineated at the time of platting, which are located in a proposed greenway trail corridor as identified on the Killeen Future Trail Segments Map of the Killeen Parks Plan. An additional 20-foot corridor for maintenance and trail access beyond the limits of the 100-year floodplain shall be required to receive this credit.

[4] A minimum of 50% of the abutting lots or units (including those facing from across the street) shall front the parkland. For dedicated parkland along watercourses or waterbodies, this 50% requirement may also be met through the establishment of single loaded streets where both the parkland and lots or units front the street.

[5] Requires the private development of a new pocket or neighborhood park(s), or contribution of park improvements to a development-integrated joint use school park in association with KISD.

[6] Provides credit allowances for the development of a connected trail system. Areas may be counted where trails and abutting land is dedicated to the City or is owned and maintained by a POA.

C. **Excess Dedication.** Parkland dedication in excess of the required dedication area for a proposed development shall not entitle a property owner/developer to credits toward development fees. However, such dedication may be credited toward a future development in accordance with Sec. 26-135.D.

Secs. 26-154-155. Reserved.

Division 5. Administration

Sec. 26-156. General.

A. **Generally.** These parkland dedication and development regulations shall be overseen by the Parks Director in conformance with this Division, other applicable sections of this Article and other provisions set out in the City's Code of Ordinances.

B. **No Implied Limitation.** The provisions of this Article shall not be a limitation regarding the conduct of the Council, boards, commissions, or City staff where additional responsibilities or authority are set out elsewhere in these regulations, the City's Code of Ordinances, or through policies adopted by the City Council, or a board or commission approved by the City Council.

C. **Delegation of Duties.** Assigned City staff decision-makers may delegate duties to other City staff to perform such functions and duties as may be required by these regulations; provided that such delegation is to other City staff or outside entities which are technically proficient to undertake such duties. Such designation does not relieve the decision-makers of overall responsibility for any final action, report, recommendation or additional duty described in these regulations.

Sec. 26-157. Park Benefit Zone.

A. **Generally.** All dedication of parkland and improvements, or fees-in-lieu thereof, must be applied within the same Park Benefit Zone. This is to ensure that property dedicated and money collected directly benefits the residents of those same geographic areas.

B. **Park Benefit Zone Map.** A "Park Benefit Zone Map" is set out in the Parks Plan. It identifies different zones in which the parkland dedication and development fees-in-lieu are to be collected and spent. The purpose of this map is to create a clear nexus between the fees collected and benefits received based on defined geographic subareas.

Sec. 26-158. Park Benefit Fund.

A. **Generally.** The City shall reserve all fee-in-lieu of payments and any accrued interest from the fee-in-lieu of parkland dedication or fee-in-lieu of parkland development in a separate account from the general funds of the City. This fund shall be known as the Park Benefit Fund.

B. **Record of Deposits/Expenditures.** The City shall deposit and maintain records of collections and expenditures of the Park Benefit Fund.

C. **Use of funds.** Monies placed in the Park Benefit Fund shall be used in the same Park Benefit Zone as set out in this subsection.

1. *Expenditure of Funds*. Monies may be expended from this fund only for the following:
   a. The purchase, lease, or other acquisition of parkland;
   b. The improvement, preparation, and construction of infrastructure and facilities on parkland;
   c. The installation of utilities and connections to parkland sites;
   d. The construction of any facility or amenity that further enhances existing or new parkland in conformance with Complete Park principles as set out in the Parks Plan; or
   e. The associated planning and/or engineering costs associated with the planning, design, and construction of parkland sites and other items set out in this subsection.
2. *Timing.* Any funds paid in lieu of land or the development of land, must be expended by the City within seven years after the filing of the final plat or the filing of the final plat of each phase or section of the contributing subdivision, if a phased development. Such funds shall be spent on a first-in, first-out basis for each Park Benefit Zone. If not so expended, the owner(s) of the property on the last day of such period may

request, in writing, to receive a pro rata refund of such sum, computed on a square footage of area basis. Any written requests after one year from the last day of the period shall be barred.

Sec. 26-159. Dedication and Development Procedures.

A. **Generally.** Public parkland and improvements on parcels proposed for development shall be processed in conformance with the provisions of this Article and other applicable procedures of the City's Code of Ordinances.

B. **Procedures.**

1. *Pre-Application*. While not required, it is recommended that the property owner/developer consult with the Parks Director to discuss options for conformance with this Article prior to submittal of an application.

2. *Application*. On a form provided by the Parks Director, the property owner/developer shall submit with the subdivision application a proposal identifying conformance with the provisions of this Article.

3. *Platting*. Conformance with this Article requires platting as set out in the Subdivision Ordinance of the City's Code of Ordinances. Concurrence review and acceptance by the Parks Director is required prior to being placed on the agenda of the Planning and Zoning Commission.

4. *Phasing*. Dedication and conveyance of public parkland may be provided in phases in accordance with the approved preliminary plat; provided that the dedication for each phase meets or exceeds the parkland dedication requirements of this Article for that phase of development. The Planning Director is authorized to allow phasing of parkland dedication below the requirement for each phase of development if the Parks Director finds the proposed phasing of the ultimate dedication meets or exceeds the requirements of this Article and provides a more effective means serving the residents of Killeen community.

5. *Developer's Warranty and Bond*.

    a. *Land Dedication Warranty*. Prior to the City accepting the dedication and conveyance of any public parkland, the property owner/developer shall submit in writing that the land to be dedicated to the City as public parkland is: free of fill material (unless the Parks Director and the City Engineer approve of the placement of fill material in writing); free of construction debris or other refuse; free of any physical disturbance, including soil excavation, site grading, or removal or damage to vegetation (unless the Parks Director and the City Engineer approve of such physical disturbance in writing); free of any easements or other dedications, encumbrances, restrictions, or title defects not approved in writing by the Planning Director; and free of all hazardous substances and underground storage tanks.

    b. *Improvements Bond. Prior to the acceptance of any facilities or infrastructure, park improvements must meet the requirements as set out in Park Development Agreement, or cause to be posted, a maintenance bond as set out in Section 26-83 of the City's Code of Ordinances.*

6. *Park Development Agreement*. In order to ensure the fulfillment of the agreed to proposed public and/or privately-owned park improvements, the City shall require the property owner/developer to enter into a written Park Development Agreement with the City establishing the terms of development.

7. *Timing of Improvements*. The developer shall complete all required improvements as set out below, including as may be phased as set out in subsection 126-159, B.4., above.

    a. Public. The developer shall complete all public improvements (e.g., utility extensions, sidewalks, trails, facilities, amenities, and site furnishings) as set out in the Park Development Agreement or

post fiscal security in the amount of 110 percent of the estimated cost of the public improvements prior to dedication or conveyance of the parkland. The form of the fiscal security shall be approved by the City Engineer.

b. Private. The developer shall complete all private improvements, if applicable, as set out in the Park Development Agreement or prior to the issuance of a certificate of occupancy for any individual lot or unit subject to these requirements.

8. *Conveyance Requirements*. The property owner/developer shall provide the following prior to or at the same time as plat recordation.
   a. Acceptable evidence of clear title.
   b. A land title survey prepared by a Texas registered professional licensed surveyor sealed no earlier than the 120th day before the conveyance of the public parkland of the City.
   c. A certified tax certificate showing full payment of all due taxes.
   d. The property owner/developer shall pay all costs of transferring title of the parkland to the City, including charges or fees collected by the title company and all other fees associated with curing all encumbrances or exceptions to the title that preclude the land's use as public parkland.
9. *Development Compliance*. Prior to the final acceptance of the public improvements by the City, the owner/developer shall provide proof of construction costs of all improvements through certified construction bids and invoices, or engineer's estimate of probable cost. In the event the owner/developer does not expend the total amount as defined in the Park Development Agreement, the owner/developer shall be entitled to any cost savings, provided that the improvements still meet the intent and standards set out in this Article and other applicable provisions.
10. *Fee Payment*. All fees-in-lieu thereof required by this Article shall be paid prior to the recording the final plat.

C. **Additional Units.** If the actual number of completed dwelling units exceed the quantity on which the dedication and improvement calculations were based, the property owner/developer is required to make up the difference by paying fees in lieu thereof as required by the City.

D. **Recording.** Land proposed for dedication as public parkland shall be designated on the preliminary and final plat and shown as "Parkland dedicated to the City of Killeen," with the perimeter dimensions and acreage denoted. All land designated as parkland shall be included in a separate reserve area, or multiple reserve areas, that are shown on the plat.

Sec. 26-160. Decision-Making.

A. Generally. Administrative and discretionary decision-making on applications for parcels proposed for development that require parkland dedication and development shall comply with this Section.

B. Criteria for Decision-Making. Decision-making shall find conformance with all of the following.

1. *Conformance with the Parks Plan.* Does the proposal meet the intent of the City's Parks Plan and commensurately contribute its fair share towards improving the City's overall level of service?

2. *Conformance with the Comprehensive Plan*. Does the proposal meet the intent of the City's overall Comprehensive Plan?

3. *Conformance with Complete Park Principles.* Does the proposal adhere to the City's Complete Park principles?

4. *Conformance with Other Applicable Provisions.* Does the proposal conform to the other applicable rules and regulations set out by local, state, and federal law, as may be apparent at the time of decision-making?

C. **Right to Accept/Reject Land.** The City retains full rights to accept or reject all offers of dedicated parkland deemed not suitable under the criteria set out for decision-making. Rejection of proposed dedicated land means that the property owner/developer shall be required to meet the minimum parkland dedication requirements using the fees-in-lieu-of section of this Article. The decision to require fees-in-lieu instead of dedication shall be made prior to approval of the preliminary plat.

D. **Right to Accept/Reject Proposed Improvements.** The City retains full rights to accept or reject proposed park improvements that are deemed not suitable under the criteria set out for decision-making. Rejection of proposed park improvements means that the property owner/developer shall be required to meet park development fee requirements using the fees-in-lieu-of section of this Article. The decision to require fees-in-lieu instead of park improvement shall be made prior to approval of the preliminary plat.

Sec. 26-161. Fees Evaluation.

A. **Generally.** The fees set out in this Article may be evaluated on an annual basis by the Recreation Services Advisory Board.

B. **Amendment.** Recommended fee amendments shall be forwarded to the City Council for consideration of approval. Changes in fees only apply to new subdivisions approved after the date of the amendment and shall not be retroactive.

Sec. 26-162. Appeals.

A. **Generally.** A property owner/developer may appeal the decisions related to the enforcement of these provisions to the City Council.

B. **Timing of Appeal.** A notice to appeal shall be filed with the City Manager within 10 calendar days from the date of the decision or action.

Sec. 26-163. Definitions.

A. **Generally.** For the purposes of these regulations, the words and terms used herein shall be interpreted as set out in this Section.

B. **Definitions.** The following words, terms and phrases, when used in this Article, shall have the meanings ascribed to them in this Section, except where the context clearly indicates a different meaning:

1. *Application* means a written request and submission of materials for an approval as required by these regulations.

2. *Covenants, Conditions, and Restrictions (CCRs)* means a restriction on the use or development of land, which requires affirmative actions to be performed, that is set forth in a recorded agreement, and runs with the land in favor of future owners of the property and which cannot be defeated or eliminated without the express written consent of the City Council.

3. *Easement* means an area for restricted use on private property upon which the City or a public utility has the right to remove and keep removed all or part of any buildings, fences, trees, shrubs and other improvements or growths which in any way endanger or interfere with the construction, maintenance or efficiency of its

respective systems within said easements. The City and public utilities shall, at all times, have the right of ingress and egress to and from and upon easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining and adding to or removing all or part of their respective systems without the necessity at any time of procuring the permission of anyone.

4. *Extraterritorial Jurisdiction (ETJ)* means the area of land adjacent to the City limits which through the authorities provided by state law allows the City to extend some regulatory provisions into the unincorporated area as a means to protect the general health, safety, and welfare of persons residing in and adjacent to the City, and to provide the City with some control over its growth area as set out in §42.021 of the Texas Local Government Code.

5. *Nonresidential* means any use, building or structure (or portion of a building or structure) occupied or intended to be occupied, in whole or in part, for a use other than a residential dwelling unit.

6. *Parcel Proposed for Development* means any legally described parcel of land which is designated by the property owner/developer as land to be used or developed as a single unit, including phasing, or which has been developed as a unit as determined by the Planning Director. Parcels proposed for development oftentimes go through the subdivision process to create individual lots.

7. *Park Benefit Zone* means each zone shown on the map or series of maps entitled "Park Benefit Zones," adopted by the City Council as part of the adoption of the Parks Plan.

8. *Park Development Agreement*. A park development agreement is a legally binding contract between a property owner or developer and the City which details special terms of agreement which are authorized, but not fully specified in the regulatory text. This provides the property owner/developer with flexibility in meeting the terms and conditions of the regulations yet provides the City with the specificity needed to determine conformance with the purpose and intent of the provisions authorizing it. The legally binding contract provides the City with a mechanism to enforce the specifications of future improvements which will occur much later after the decisions have been made.

9. *Parks Director* means the City's Executive Director of Recreation Services, or similar title, as may be amended from time to time.

10. *Parkland* means parks, trails, and other areas for public recreational use.

11. *Parkland Dedication* means the commitment of property interest from a private entity to a public entity for a public purpose.

12. *Park Benefit Fund* means the dedicated account established for fees collected in lieu parkland dedication and development.

13. *Parks Plan* means the City's adopted Parks and Open Space Master Plan, as may be amended from time to time.

14. *Planning Director* means the City's Director of Planning or similar title, as may be amended from time to time.

15. *Property Owners' Association* means an incorporated nonprofit organization operating under recorded land agreements through which:
    a. Each lot, unit, or home or business owner in a development (or other described land area) is automatically a member;
    b. Each lot, unit, or homeowner or business owner is automatically subject to a charge for a proportionate share of the expense of the organization's activities (e.g., maintaining open space,

common open space, or other commonly owned property such as entrance monuments and landscaping); and

c. The charge, if unpaid, becomes a lien against the property.

Property owners' associations may also be called such things as "community associations," "condominium associations," "homeowner associations," "neighborhood associations," etc.

16. *Residential* means any use, building or structure (or portion of a building or structure) that contain habitable rooms for non-transient occupancy. Residential uses are typically contained within single-family, two-family, and multi-family dwelling units. The term “residential” is separate and distinct from “hotel / lodging and other overnight accommodations.”

17. *Site Furnishings*. Site furnishings mean benches, trash receptacles, bike racks, landscape beds, and signage.

18. *Subdivision Ordinance* means the Subdivisions and Property Developments regulations set out in Chapter 26 of the City’s Code of Ordinances.

19. *Waterbody* means any watercourse, lake, or pond that is defined by a bank or shore, in which water can be found on a year-round basis.

20. *Watercourse* means a stream channel (perennial, intermittent, mapped, or unmapped) with banks and a bed within which water regularly flows.

C. **Terms and Words Not Expressly Defined.** The words, terms, and phrases that are defined in this Division are those having a meaning unique to the purposes of these regulations. All words, terms, and phrases not expressly defined in this Division, are to be construed in accordance to adopted ordinances, codes, or standards of the City, or according to the customary meaning and usage of such word, term, or phrase.

Secs. 26-164-169. Reserved.

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, 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 10th day of January 2023, 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

PARKLAND DEDICATION & DEVELOPMENT ORDINANCE

PH-23-001

January 3, 2023

Background

- The City's Parks & Open Space Master Plan was adopted on February 8, 2022.
- The Plan calls for finalization and adoption of a parkland dedication and development ordinance within 2022.
- Stakeholder meetings were held on July 8th and July 22nd.
- The proposed ordinance was reviewed by the Planning and Zoning Commission on August 15th.

Background

- On September 20th, the City Council reviewed the proposed ordinance and directed staff schedule a joint Planning & Zoning Commission/City Council Workshop.
- On October 14th, staff received written feedback from three (3) individuals, including two (2) stakeholders and one (1) Planning and Zoning Commissioner.
- On November 14th, a joint Planning & Zoning Commission/ City Council meeting was held to discuss the proposed ordinance.

Proposed Ordinance

- The proposed Parkland Dedication Ordinance has three (3) primary components:
  - **Land dedication requirement** (based on number of single-family and/or multi-family dwelling units) – calculated at a rate of 5 acres per 1,000 residents; or
  - **Fee-in-lieu of dedication** – calculated at a rate of $750 per single-family/two-family DU and $650 per multi-family DU; and
  - **Development fees** – calculated at a rate of $450 per single-family/two-family DU and $250 per multi-family DU.

Revisions Based on Feedback

Stakeholder Meeting # 1

- Increased the Private Pocket Park & Neighborhood Park credits from 50% to 75%
- Increased the floodplain dedication credit from 50% to 100%
- Added private trail credit for 100%
- Reduced access easements from 30’ to 20’
- Clarified that drainage, retention & detention ponds can count (if designed and developed as a recreational amenity)
- Allowed private park development in ETJ to meet standards
- Acknowledged that improvement efficiencies that still meet the minimum standards benefit the developer

Revisions Based on Feedback

Stakeholder Meeting # 2

- Increased the Integrated KISD joint use credits from 75% to 100%
- Clarification of abutting to include units facing from across the street
- Lowered the timing of expenditure of funds from 10 years to seven years
- Updating the Park Benefit Zone Map to match the comprehensive plan planning districts

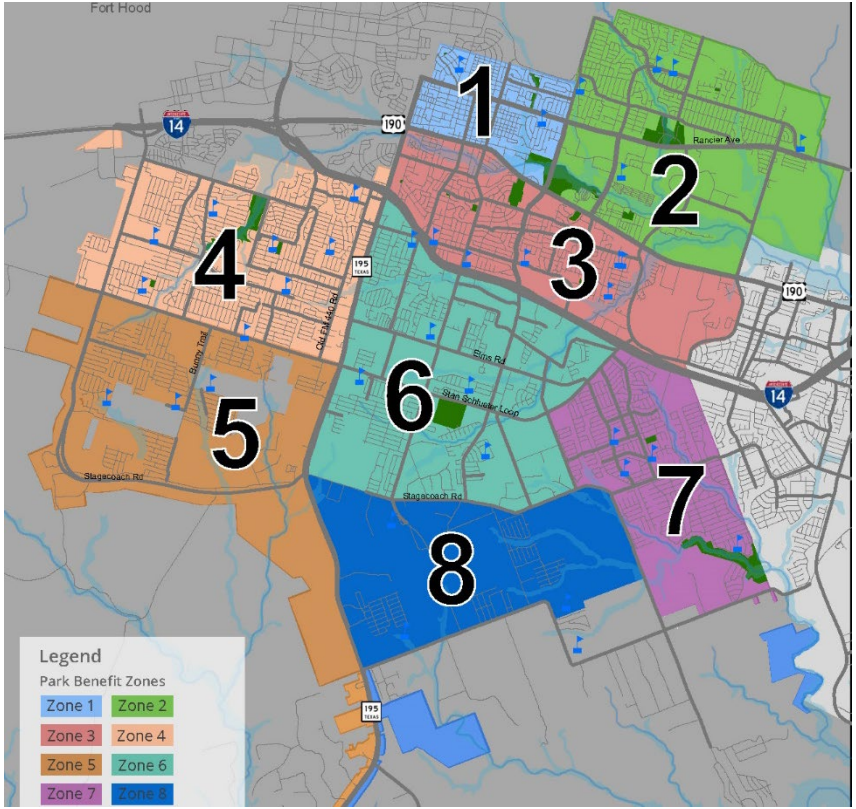
Revisions Based on Feedback

Joint P&Z/City Council Workshop

- Added cross-reference to maintenance bond requirement in Sec. 26-83
- Drafted ordinance amending North Killeen Revitalization Program (NKRP) exempting parks fees in North Killeen (ordinance to be approved separately)
- Changed process for acceptance of parkland in Sec. 26-135(C) from P&Z to Council
- Changed language requiring all parkland dedication to be at least three acres in Sec. 26-137(b)(2)
- Changed language in Sec. 26-146(B) regarding approval by the Parks Director
- Added language clarifying alternate compliance and dedication credits in Sec. 26-15

Proposed Park Benefit Zone Map

- Applies fees-in-lieu and development fees in same zone collected
- Matches planning areas set out in Comprehensive Plan
- If approved, Parks Master Plan will need to be amended.



Alternatives

- The City Council has three (3) alternatives:
  - Do not approve the ordinance;
  - Approve the ordinance with modifications; or
  - Approve the ordinance as presented.

Recommendation

- Staff recommends approval of the ordinance as presented.

City of Killeen

Staff Report

File Number: PH-23-002

1	City Council Workshop	01/03/2023	Reviewed and Referred	City Council	01/10/2023

HOLD a public hearing and consider an ordinance amending the FY 2023 Annual Budget of the City of Killeen to adjust revenue and expenditure accounts in the General Fund.

DATE: **January 3, 2023**

TO: **Kent Cagle, City Manager**

FROM: **Miranda Drake, Director of Budget**

SUBJECT: **Budget Amendment**

BACKGROUND AND FINDINGS:

During FY 2022, the Police Department applied for a state grant with the Office of the Governor to fund 100% replacement of their body armor. $260,000 was awarded to the City of Killeen to replace aging rifle resistant body armor. This is key equipment utilized by police officers to assist with the safe performance of their duties. It affords a measure of ballistic protection against rifle caliber ammunition, which is becoming increasingly available to criminals and is often used in the commission of crimes. Under a previous grant, sufficient armor was purchased to outfit the majority of sworn employees, but that armor is approaching the end of its service life.

This budget amendment will appropriate the revenue from the grant and the offsetting expenditure of $260,000 to replace the rifle resistant body armor.

Revenues will be amended as follows:

Revenues
Other e-Grants $260,000
TOTAL $260,000

Expenditures will be amended as follows:

Expenditures
Uniforms & Clothing $260,000
TOTAL $260,000

THE ALTERNATIVES CONSIDERED:

Option 1 - Do not approve the ordinance amending the FY 2023 Annual Budget.
Option 2 - Approve the ordinance amending the FY 2023 Annual Budget.

Which alternative is recommended? Why?

Option 2 is recommended to approve the ordinance amending the FY 2023 Annual Budget.

CONFORMITY TO CITY POLICY:

The City's Financial Governance Policies, Section V. Budget Administration (B)(1) states that City Council may amend or change the budget by ordinance.

FINANCIAL IMPACT:

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

This budget amendment will appropriate the $260,000 grant revenue and the offsetting expenditure in FY 2023.

Is this a one-time or recurring expenditure?

One-time

Is this expenditure budgeted?

Upon approval of the attached ordinance amending the FY 2023 Annual Budget

If not, where will the money come from?

N/A

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

Upon approval of the attached ordinance amending the FY 2023 Annual Budget

RECOMMENDATION:

City Council approve the ordinance amending the FY 2023 Annual Budget.

DEPARTMENTAL CLEARANCES:

Legal

ATTACHED SUPPORTING DOCUMENTS:

Ordinance

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KILLEEN, TEXAS, AMENDING THE FY 2023 ANNUAL BUDGET OF THE CITY OF KILLEEN TO ADJUST REVENUE AND EXPENDITURE ACCOUNTS IN THE GENERAL FUND; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT WITH THIS ORDINANCE; PROVIDING A SAVINGS CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, a budget for operating the municipal government of the City of Killeen for the Fiscal Year October 1, 2022 to September 30, 2023, has been adopted by City Council in accordance with the City Charter; and

WHEREAS, it is the desire of the Killeen City Council to amend the FY 2023 Annual Budget; and

WHEREAS, the budget amendment requires City Council approval;

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

SECTION 1. That Ordinance 22-067, adopting a budget for operating the municipal government of the City of Killeen for the Fiscal year October 1, 2022 to September 30, 2023, be amended as to the portion of said budget as follows:

Revenues:

Account Number	Description	Budget Change	Budget
010-0000-331-0107	Other e-Grants		-
	Rifle Resistant Body Armor Grant Revenue	260,000	
	Budget Change Sub-total	260,000	
	Account Sub-total		260,000
	REVENUE TOTAL	260,000	260,000

Expenditures:

Account Number	Description	Budget Change	Budget
010-6055-441-4120	Uniforms & Clothing		424,825
	Rifle Resistant Body Armor - to purchase bullet proof vest replacements	260,000	
	Budget Change Sub-total	260,000	
	Account Sub-total		684,825
	EXPENDITURES TOTAL	260,000	$ 684,825

SECTION II: That the City Council finds that the public notice and public hearing requirements of Section 38 and 56 of the City Charter have been complied with prior to the enactment of this ordinance.

SECTION III: That should any section or part of any section or paragraph of this ordinance be declared invalid or unconstitutional for any reason, it shall not invalidate or

impair the validity, force or effect of any other section or sections or part of a section or paragraph of this ordinance.

SECTION IV: That all ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

SECTION V: That this ordinance shall be effective after its passage and publication according to law.

PASSED AND APPROVED at a regular meeting of the City Council of the City of Killeen, Texas, this 10th day of January, 2023, 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

BUDGET AMENDMENT
POLICE GRANT

PH-23-002

January 3, 2023

Background

- Rifle Resistant Body Armor Grant Program – $260,000
  - No City Match Required
  - Replace aging rifle resistant body armor that was purchased with a grant in FY 2018

Budget Amendment

Account Description	Adopted FY 2023	Budget Change	Amended Budget
Other eGrants	$ -	$ 260,000	$ 260,000
Total Project Revenue	$ -	$ 260,000	$ 260,000

Account Description	Adopted FY 2023	Budget Change	Amended Budget
Uniforms & Clothing	$424,825	$ 260,000	$ 684,825
Total Project Expense	$424,825	$ 260,000	$ 684,825

Recommendation

City Council approve the ordinance amending the FY 2023 Annual Budget

City of Killeen

Staff Report

File Number: DS-23-005

Discuss pending or contemplated litigation related to marijuana enforcement