

# City of Killeen

# **Agenda**

# **City Council Workshop**

Tuesday, September 5, 2023

City Hall Council Chambers 101 N. College Street Killeen, Texas 76541

### IMMEDIATELY FOLLOWING SPECIAL CITY COUNCIL MEETING

# **Citizens Petitions**

Comments should be limited to four (4) minutes. A majority vote of the City Council is required for any time extensions.

1. <u>CP-23-022</u> Michael Fornino: Transparency and Standards with City Council

# **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.

# Discuss Items for Regular City Council Meeting on September 12, 2023

### **Minutes**

2. MN-23-021 Consider Minutes of Regular City Council Meeting of August 8, 2023.

3. MN-23-022 Consider Minutes of Regular City Council Meeting of August 22, 2023.

# Resolutions

**4**. RS-23-133

Consider a memorandum/resolution authorizing the execution of Amendment No. 1 to the Professional Services Agreement with Randall Scott Architects, Inc., for the Community and Senior Center Expansion and Renovation Project, in the amount of \$390,631.00.

Attachments: Agreement

Amendment No. 1

Supplement Service Proposal
Certificate of Interested Parties

**Presentation** 

5.	RS-23-134	Consider a memorandum/resolution authorizing the Routeware, Inc. hardware upgrade for Solid Waste collection vehicles in an amount not to exceed \$180,384.
		Attachments: Agreement
		Sole Source
		Certificate of Interested Parties
		Presentation
6.	RS-23-135	Consider a memorandum/resolution approving a negotiated settlement between the Atmos Cities Steering Committee and Atmos Energy regarding the 2023 Atmos Rate Review Mechanism Filing.
		Attachments: Atmos Mid-Tex 2023 RRM Settlement Resolution
		Attachment 1 - Tariffs
		Attachment 2 - Pension Benchmark
		<u>Presentation</u>
7.	RS-23-136	Consider a memorandum/resolution authorizing the Restated and Amended Water Disposal Contract with WCID #1 to include the City of Harker Heights as a customer.
		Attachments: WCID Plant Aerial
		Entry Point Exhibit3
		Amended Waste Disposal Contract
		Presentation
8.	RS-23-137	Consider a memorandum/resolution rejecting bid received for Bid No. 23-39, Chaparral Pump Station Project.
		Attachments: Proposal
		FNI Letter
		<u>Presentation</u>
9.	RS-23-138	Consider a memorandum/resolution authorizing the City Manager to accept a Federal Aviation Administration (FAA) Airport Infrastructure Grant (AIG) offer for the Design of the Passenger Terminal Mechanical Improvements Project at Killeen-Fort Hood Regional Airport (KFHRA), in the amount of \$267,322.
		Attachments: Grant Offer
		<u>Presentation</u>
10.	RS-23-139	Consider a memorandum/resolution authorizing a change order with Chastang Enterprises, Inc. for Solid Waste refuse trucks, in the amount of \$75,453.
		Attachments: Original & Revised Quotes
		<u>Change Order Form</u>

**Certificate of Interested Parties** 

## **Presentation**

11. RS-23-140 Consider a memorandum/resolution awarding RFP 23-36 to United Health Care for an excess risk policy (stop loss insurance) for medical and pharmacy claims under the City health insurance plan, effective October 1, 2023, in the amount of \$739,718.

Attachments: Proposal

**12.** RS-23-141 Consider a memorandum/resolution rescheduling the City Council Meetings for November and December 2023 and January 2024.

Presentation

**Attachments:** Presentation

# **Budget (Public Hearing Will be Held September 12, 2023)**

**13.** PH-23-050 HOLD a public hearing on the proposed tax rate for the fiscal year beginning October 1, 2023 and ending September 30, 2024.

**Attachments:** Presentation

14. OR-23-016 Consider an ordinance adopting the Annual Budget for the City of Killeen for the fiscal year beginning October 1, 2023 and ending

September 30, 2024.

<u>Attachments:</u> Ordinance

Presentation

15. RS-23-142 Consider a memorandum/resolution ratifying the property tax revenue increase reflected in the Annual Budget for the fiscal year October 1, 2023 through September 30, 2024.

**Attachments:** Presentation

**16.** OR-23-017 Consider an ordinance setting a tax rate of \$0.6208 per \$100 valuation, comprised of \$0.4742 for maintenance and operations and \$0.1466 for debt service, for fiscal year 2024 (tax year 2023).

<u>Attachments:</u> <u>Ordinance</u>

Presentation

**17.** RS-23-143 Consider a memorandum/resolution to adopt the Five-Year Capital Improvement Program for Fiscal Year 2024 - 2028.

Attachments: FY 2024 - 2028 Capital Improvement Program

Presentation

# Public Hearings (Public Hearing Will be Held September 12, 2023)

**18.** PH-23-051 HOLD a public hearing and consider an ordinance amending the FY 2023 Annual Budget of the City of Killeen to increase revenue and expense accounts in multiple Funds.

Attachments: Ordinance

### **Presentation**

# **Items for Discussion at Workshop**

P&Z Update 19. DS-23-087

**Attachments:** Presentation

20. DS-23-088 Discuss Commercial Truck Parking

**Attachments:** Presentation

21. DS-23-089 Review of Car Wash Water Usage

**Attachments:** Presentation

22. Discuss and consider setting a date for the City Council Annual Special DS-23-090 Workshop/Townhall

# **Adjournment**

I certify that the above notice of meeting was posted on the Internet and on the bulletin board at Killeen City Hall on or before 5:00 p.m. on September 1, 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.

- Touchdown in Downtown, September 9, 2023, 6:00 p.m., Historic Downtown Killeen
- 90th Annual Greater Killeen Chamber of Commerce Banquet, September 21, 2023, 6:00 p.m., Killeen Civic and Conference Center
- Public Policy Council Luncheon, September 28, 2023, 11:30 a.m., Charis Church
- Greater Fort Cavazos Day of Prayer and Fellowship, September 30, 2023, 8:30 a.m.,

Main Post Chapel

- AUSA Central Texas Chapter Community Partner Dinner, 5:30 p.m., October 4, 2023, Killeen Civic and Conference Center
- Annual TML Conference, October 4-6, 2023, Kay Bailey Hutchison Convention Center, Dallas, TX
- AUSA Annual Meeting, October 9, 2023, Walter E. Washington Convention Center, Washington, DC

**Dedicated Service -- Every Day, for Everyone!** 



# City of Killeen

# **Staff Report**

File Number: CP-23-022

Michael Fornino: Transparency and Standards with City Council



# City of Killeen

# **Staff Report**

File Number: MN-23-021

Consider Minutes of Regular City Council Meeting of August 8, 2023.

# **City of Killeen**

City Council Meeting Killeen City Hall August 8, 2023 at 5:00 p.m.

Presiding: Mayor Debbie Nash-King

Attending: Mayor Protem Nina Cobb, Councilmembers Michael Boyd, Jessica Gonzalez, Jose

Segarra, Ramon Alvarez, Joseph Solomon and Riakos Adams

Also attending were City Manager Kent Cagle, City Attorney Holli Clements, City

Secretary Laura Calcote and Sergeant-at-Arms Kinsey

Don Smith gave the invocation. Councilmember Alvarez led everyone in the Pledge of Allegiance.

# **Approval of Agenda**

Motion was made by Councilmember Boyd to approve the agenda. Motion was seconded by Councilmember Alvarez. The motion carried unanimously (7-0).

### **Citizen Petitions**

**CP-23-018** Salvador Moreno: On Ref: Citation No. 867278-01 K.P.D. Officer

Involved D. Varga No. 432, S. Officer Clark, Suiter No. 512

CP-23-020 Laura Coombes: AA Lane Park

# **Citizen Comments**

Michael Fornino spoke regarding DS-23-079 and RS-23-124.

Anca Neagu spoke regarding RS-23-124.

## **Discussion Items**

**DS-23-079** Discuss and consider setting a Budget Townhall Meeting on August 17, 2023, at 5:00 p.m., at Killeen City Hall - Council Chambers.

Motion was made by Councilmember Adams to set a Budget Townhall Meeting on August 17, 2023 at 5:00 p.m. at Killeen City Hall - Council Chambers. Motion was seconded by Councilmember Gonzalez. The motion carried unanimously (7-0).

### **Consent Agenda**

- MN-23-017 Consider Minutes of Regular City Council Meeting of July 11, 2023.
- **RS-23-121** Consider a memorandum/resolution approving the Metro Ethernet services contract with Blue Plains Technology in an amount not to exceed \$61,500 annually.
- **RS-23-122** Consider a memorandum/resolution authorizing the purchase of the replacement stage at the Killeen Civic and Conference Center from StageRight in the amount of \$90,028.
- **RS-23-123** Consider a resolution finding that Oncor Electric's application to increase rates within the City should be denied, authorizing participation with the Steering Committee of Cities Served by Oncor, and finding that the City's reasonable rate case expenses shall be reimbursed by Oncor Electric.
- **RS-23-124** Consider a memorandum/resolution appointing Councilmembers to various boards and commissions.

Motion was made by Councilmember Boyd to approve the Consent Agenda, as presented. Motion was seconded by Councilmember Alvarez. The motion carried unanimously (7-0).

# **Public Hearings**

**PH-23-044** HOLD a public hearing on proposed rate increases for FY 2024 to be effective October 1, 2023.

Staff Comments: Miranda Drake, Assistant Director of Finance
This item was presented to City Council during their August 1, 2023 Workshop
meeting. Ms. Drake was available to provide additional information and to answer
questions.

Mayor Nash-King opened the public hearing.

Anca Neagu spoke in opposition to PH-23-044.

Michael Fornino spoke in opposition to PH-23-044, OR-23-013 and OR-23-014.

Mellisa Brown spoke in opposition to PH-23-044, OR-23-013 and OR-23-014.

Josh Welch spoke in opposition to PH-23-044.

Gary Purser spoke in opposition to PH-23-044. With no one else appearing, the public hearing was closed.

No action was taken on this item.

OR-23-013

Consider an ordinance amending the Code of Ordinances Chapter 24, Solid Waste, to amend commercial solid waste rates.

The City Secretary read the caption of the ordinance:
AN ORDINANCE AMENDING CHAPTER 24, SOLID WASTE, OF THE
CODE OF ORDINANCES OF THE CITY OF KILLEEN, TEXAS, BY
AMENDING SOLID WASTE RATES; PROVIDING FOR THE REPEAL OF
CONFLICTING PROVISIONS; PROVIDING A SEVERABILITY CLAUSE;
PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND
AN EFFECTIVE DATE.

Staff Comments: Jeffrey Reynolds, Executive Director of Public Works This item was presented to City Council during their August 1, 2023 Workshop meeting. Mr. Reynolds was available to provide additional information and to answer questions.

Motion was made by Councilmember Boyd to approve OR-23-013. Motion was seconded by Councilmember Alvarez. The motion carried unanimously (6-0), with Councilmember Adams not voting.

OR-23-014

Consider an ordinance amending the Code of Ordinances Chapter 30, Water, Sewers, and Sewage Disposal, to amend water and sewer rates and other changes as presented.

The City Secretary read the caption of the ordinance:
AN ORDINANCE AMENDING CHAPTER 30 WATER, SEWERS, AND
SEWAGE DISPOSAL, ARTICLE IV, OF THE CODE OF ORDINANCES OF
THE CITY OF KILLEEN, TEXAS, BY AMENDING RESIDENTIAL AND
COMMERCIAL WATER AND SEWER RATES; 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: Jeffrey Reynolds, Executive Director of Public Works This item was presented to City Council during their August 1, 2023 Workshop meeting. Mr. Reynolds was available to provide additional information and to answer questions.

Motion was made by Councilmember Gonzalez to approve OR-23-014. Motion was seconded by Councilmember Boyd. The motion carried unanimously (6-0), with Councilmember Adams not voting.

# **Adjournment**

With no further business, upon motion being made by Councilmember Boyd, seconded by Councilmember Gonzalez, and unanimously approved, the meeting was adjourned at 6:19 p.m.



# City of Killeen

# **Staff Report**

File Number: MN-23-022

Consider Minutes of Regular City Council Meeting of August 22, 2023.

# **City of Killeen**

City Council Meeting
Killeen City Hall
August 22, 2023 at 5:00 p.m.

Presiding: Mayor Debbie Nash-King

Attending: Mayor Protem Nina Cobb, Councilmembers Michael Boyd, Jessica Gonzalez, Jose

Segarra, Ramon Alvarez, Joseph Solomon and Riakos Adams

Also attending were City Manager Kent Cagle, City Attorney Holli Clements, City

Secretary Laura Calcote and Sergeant-at-Arms Kinsey

Emilio Fenderson gave the invocation. Councilmember Segarra 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 Boyd. The motion carried unanimously (7-0).

## **Citizen Comments**

Levi Bannigan spoke regarding OR-23-015.

Jervon Harris spoke regarding PH-23-046.

Sean Price spoke regarding RS-23-125 and RS-23-126.

Mellisa Brown spoke regarding RS-23-128, RS-23-131 and RS-23-132.

Anca Neagu spoke regarding OR-23-015.

Leo Gukeisen spoke regarding RS-23-126, RS-23-129, RS-23-131, RS-23-132 and OR-23-015.

Michael Fornino spoke regarding OR-23-015.

### **Discussion Items**

**DS-23-085** Discuss procedures for Councilmember inquiries and Council Investigations

Councilmember Adams presented this item and reviewed the draft procedures for Council Inquires and Investigations.

Motion to table DS-23-085 until a later date and for staff to work with Council to clarify certain aspects of the procedures was made by Councilmember Alvarez. Motion was seconded by Mayor Pro Tem Cobb. Motion carried 5-2, with Councilmembers Adams and Boyd in opposition.

# **Consent Agenda**

- MN-23-018 Consider Minutes of Special City Council Meeting of July 18, 2023.
- MN-23-019 Consider Minutes of Regular City Council Meeting of July 25, 2023.
- MN-23-020 Consider Minutes of Special City Council Meeting of August 1, 2023.
- **RS-23-125** Consider a memorandum/resolution awarding Bid No. 23-35, Bermuda Ditch Retaining Wall Repair, to NNAC, Inc., in the amount of \$369,848.14.
- **RS-23-126** Consider a memorandum/resolution to reject all bids for Bid No. 23-38, Trimmier Road/10th Street at Hallmark Avenue Drainage Improvement.
- **RS-23-127** Consider a memorandum/resolution supporting the City of Killeen's application for the 2023 Transportation Alternatives Grant for Chaparral Road.
- **RS-23-128** Consider a memorandum/resolution authorizing the approval of an Interlocal Agreement with the Killeen Independent School District for the Fire Academy program.
- **RS-23-129** Consider a memorandum/resolution authorizing the award of Bid No. 23-40, Sewer Main in Trimmier Creek Basin Project to JM Pipeline, LLC, in the amount of \$1,540,446.
- **RS-23-130** Consider a memorandum/resolution authorizing the procurement of a camera van for the Public Works Sanitary Sewer Division, in the amount of \$277,896.
- **RS-23-132** Consider a memorandum/resolution approving the Killeen Arts Commission grant recommendations for fiscal year 2024.

Motion was made by Councilmember Adams to approve the Consent Agenda, with the exception of RS-23-131 and OR-23-015. Motion was seconded by Mayor Pro Tem Cobb. The motion carried unanimously (7-0).

### Resolutions

**RS-23-131** Consider a memorandum/resolution authorizing the award of RFP 23-17,

for Hotel Occupancy Tax Collection and Short-Term Rental Compliance Services to Avenu, in the amount of \$135,000 for FY24.

Staff Comments: Miranda Drake, Assistant Director of Finance

This item was presented to City Council during their August 15, 2023 Workshop meeting. Ms. Drake was available to provide additional information and to answer questions.

Motion was made by Councilmember Adams to approve RS-23-131. Motion was seconded by Councilmember Alvarez. The motion carried unanimously (7-0).

# **Ordinances**

**OR-23-015** Consider an ordinance repealing the youth curfew ordinance, Chapter 16, Article V of the Code of Ordinances.

The City Secretary read the caption of the ordinance:
AN ORDINANCE AMENDING CHAPTER 16, MISCELLANOUS PROVISIONS AND
OFFENSES, ARTICLE V, YOUTH CURFEW, OF THE CITY OF KILLEEN'S CODE OF
ORDINANCES REPEALING YOUTH CURFEW REGULATIONS; PROVIDING A REPEALER
CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A SAVINGS
CLAUSE; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

Staff Comments: Holli Clements, City Attorney

This item was presented to City Council at their August 15, 2023 Workshop meeting. Ms. Clements was available to provide additional information and to answer questions.

Motion was made by Councilmember Alvarez to approve OR-23-015. Motion was seconded by Councilmember Gonzalez. The motion carried unanimously (7-0).

### **Public Hearings**

**PH-23-045** HOLD a public hearing and consider an ordinance amending the FY 2023 Annual Budget of the City of Killeen to increase revenue and expense 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 INCREASE
REVENUE AND EXPENSE 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, Assistant Director of Finance
This item was presented to City Council during their August 15, 2023 Workshop
meeting. Ms. Drake was available to provide additional information and to answer
questions.

Mayor Nash-King opened the public hearing.

Sean Price spoke in opposition of the ordinance.

Mellisa Brown spoke in opposition of the ordinance.

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

Motion was made by Mayor Pro Tem Cobb to approve PH-23-045. Motion was seconded by Councilmember Alvarez. The motion carried unanimously (7-0).

PH-23-046 HOLD a public hearing and consider an ordinance submitted by CSH Avenue Heights, Ltd., on behalf of SSK Lodging, LLC (Case #Z23-06), to rezone approximately 3.92 acres out of the W. H. Cole Survey, Abstract No. 150, 701-1-4, Northside, from "B-5" (Business District) to "R-3A" (Multifamily Apartment Residential District). The property is locally addressed as 2600 Illinois Avenue, Killeen, Texas.

The City Secretary read the caption of the ordinance:
AN ORDINANCE AMENDING THE CITY OF KILLEEN ZONING ORDINANCE BY
CHANGING THE ZONING OF APPROXIMATELY 3.92 ACRES OUT OF THE W. H. COLE
SURVEY, ABSTRACT NO. 150, 701-1-4, NORTHSIDE, FROM "B-5" (BUSINESS
DISTRICT) TO "R-3A" (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 August 15, 2023 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 Mayor Pro Tem Cobb to approve PH-23-046. Motion was seconded by Councilmember Adams. The motion carried unanimously (7-0).

**PH-23-047** HOLD a public hearing and consider an ordinance requested by Quintero Engineering, LLC on behalf of nine (9) property owners (Case #Z23-15)

to amend the Planned Unit Development (PUD) standards for the Rosewood Springs Planned Unit Development (Ordinance No. 19-017) to increase the maximum square footage of leased/owned business area within the commercial properties from 5,000 sq. ft. to 10,000 sq. ft. The properties are generally located on the east side of Rosewood Drive at the intersections of Rosewood Drive and Rose Garden Loop, Killeen, Texas.

The City Secretary read the caption of the ordinance:

AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF KILLEEN BY AMENDING THE ZONING OF THE PROPERTY GENERALLY LOCATED ON THE EAST SIDE OF ROSEWOOD DRIVE AT THE INTERSECTION OF ROSEWOOD DRIVE AND ROSE GARDEN LOOP, KILLEEN, TEXAS; TO AMEND THE PLANNED UNIT DEVELOPMENT (PUD) STANDARDS FOR THE ROSEWOOD SPRINGS PLANNED UNIT DEVELOPMENT (ORDINANCE NO. 19-017) BY INCREASING THE MAXIMUM SQUARE FOOTAGE OF LEASED/OWNED BUSINESS AREAS WITHIN THE COMMERCIAL PROPERTIES FROM 5,000 SQ. FT. TO 10,000 SQ. FT AND BY PROHIBITING THE SALE OF SECONDHAND GOODS; 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 August 15, 2023 Workshop meeting. Mr. Revell was available to provide additional information and to answer questions.

George Mesa from Quintero Engineering, LLC addressed the City Council regarding the requested PUD amendment and plans for the property.

Mayor Nash-King opened the public hearing.

Mellisa Brown spoke in opposition of the ordinance.

Anca Neagu spoke in support of the ordinance.

Jim Wright spoke in support of the ordinance.

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

Motion was made by Mayor Pro Tem Cobb to approve PH-23-047, with staff recommendations to the PUD. Motion was seconded by Councilmember Segarra. The motion carried 5-2, with Councilmembers Adams and Boyd in opposition.

PH-23-048 HOLD a public hearing and consider an ordinance submitted by Julia Dorroh, on behalf of J-BREZ LLC Series B (Case #Z23-18), to rezone approximately 1.00 acre, being part of the J. J. Roberts Survey, Abstract No. 731, 753-2, from "R-1" (Single-Family Residential District) to "M-1" (Manufacturing District). The property is locally addressed as 5200 E. Veterans Memorial Blvd, Killeen, Texas.

The City Secretary read the caption of the ordinance:
AN ORDINANCE AMENDING THE CITY OF KILLEEN ZONING ORDINANCE BY
CHANGING THE ZONING OF APPROXIMATELY 1.00 ACRE BEING PART OF THE
J.J. ROBERTS SURVEY, ABSTRACT NO. 731, 753-2, FROM "R-1" (SINGLE-FAMILY
RESIDENTIAL DISTRICT) TO "M-1" (MANUFACTURING 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 August 15, 2023 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 Alvarez to approve PH-23-048. Motion was seconded by Councilmember Adams. The motion carried unanimously (7-0).

# Adjournment

With no further business, upon motion being made by Councilmember Adams, seconded by Councilmember Boyd and unanimously approved, the meeting was adjourned at 6:43 p.m.



# City of Killeen

# **Staff Report**

File Number: RS-23-133

Consider a memorandum/resolution authorizing the execution of Amendment No. 1 to the Professional Services Agreement with Randall Scott Architects, Inc., for the Community and Senior Center Expansion and Renovation Project, in the amount of \$390,631.00.

DATE: September 5, 2023

TO: Kent Cagle, City Manager

FROM: Edwin Revell, Executive Director of Development Services

**SUBJECT:** Authorize the execution of Amendment No. 1 to the Professional Services Agreement with Randall Scott Architects, Inc., in the amount of \$390,631.00 for the Community and Senior Center Expansion and Renovation Project.

### **BACKGROUND AND FINDINGS:**

The Killeen Community Center is located near the intersection of Veterans Memorial Boulevard and W S Young Drive. In 2019, an initial Needs Assessment and Conceptual Design Project was awarded to Randall Scott Architects. The Needs Assessment and Conceptual Design Project was completed in June 2020. On January 19, 2021, the City Council approved a professional services agreement, with Randall Scott Architects, in the amount of \$543,825.00 (12.6% of the estimated project construction cost) for the design of the expansion and renovation of the Killeen Community Center and necessary support services during construction.

The agreement that was used for this project is a standard AIA (American Institute of Architects) Agreement, which included standard escalation clauses to the contract amount. The escalation clauses provided for a cost for services adjustment that is derived from the difference of the actual construction cost compared to the original project construction cost estimate, multiplied by an 8.5% design fee.

The Killeen Community Center expansion and renovation project was advertised for bid twice. The first bidding in December 2022 resulted in no bids received and required the project to be rebid. On March 16, 2023, the City received bids for the construction of the Community Center and Senior Center Expansion and Renovations project. Council approved the low bid of \$7,416,835.00 to HCS Inc. on May 9, 2023.

In accordance with the professional services agreement, Randall Scott Architects is requesting an adjustment to the contract amount due to the increased cost of the project based on the actual accepted bid. At the time of negotiations, the estimated cost of construction for the project was \$4,300,000.00. Additionally, the consultant is also requesting adjustments based on delays incurred during the design including a 9-month delay to obtain surveys.

Staff has reviewed the request for the additional fees and found them to be reasonable for work needed to complete this project. Staff reviewed the fee amounts of other similar and ongoing design projects and determined that the average design costs to be 15% of the estimated construction cost. Construction support is an additional 8%-10% of the construction costs. As a result of this review, staff has concluded that this overall additional services request is within the expected cost for design and construction support even with the original estimated cost of construction. The total contact amount with the proposed increase is \$934,456.00; or 21.7% of the original project estimate of \$4,300,000.00.

## **THE ALTERNATIVES CONSIDERED:**

**Alternative 1** - Do not approve this amendment. Doing so would pose a threat of not fulfilling the contractual requirements with the consultant and possibly delay to the needed construction support for the project.

**Alternative 2** - Approve Amendment No. 1 to the Professional Services Agreement with Randall Scott Architects, Inc., in the amount of 390,631.00 for the Community Senior Center Expansion and Renovation Project.

### Which alternative is recommended? Why?

City Staff recommends **Alternative 2** be pursued. In review of the contract and the work performed by Randall Scott Architects, the request is within expectation. The total design fee percentage with this contract amendment request, is in line with the other ongoing projects the City currently has and budgets. Staff reviewed the request and found the total adjusted contract amount would be within the expected percentages based on the original estimated cost. The requested time due to the delays encountered during this project is justified.

### **CONFORMITY TO CITY POLICY:**

This item conforms to state, city and local purchasing polies and regulations. Amendment No. 1 is over \$50,000, which requires City Council approval.

## **FINANCIAL IMPACT:**

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

The contract amendment is \$390,631.00.

### Is this a one-time or recurring expenditure?

This is a one-time expenditure.

## Is this expenditure budgeted?

Yes, funding for this project is available in the Governmental CIP Fund account 349-8930-493.69-01.

### 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 to execute Amendment No. 1 to the Professional Services Agreement with Randall Scott Architects, Inc. in the amount of \$390,631.00 for the Community Senior Center Expansion and Renovation Project, and that the City Manager is expressly authorized to execute any and all change orders within the amounts set by the state and local law.

# **DEPARTMENTAL CLEARANCES:**

Development Services Finance City Attorney

# **ATTACHED SUPPORTING DOCUMENTS:**

Agreement
Amendment No 1.
Supplemental Services Proposal
Certificate of Interested Parties

# Purchasing Division

# Procurement Routing Slip

# Directions:

- 1. Review the attached item.
- 2. Make any necessary changes.
- 3. Initial and date the designated boxes that apply.
- 4. Forward to the next office on the routing slip.
- 5. Please return this routing slip and attachments to Purchasing after all parties have reviewed.

ORIGINATOR	MD Hossain			
DEPARTMENT	EPARTMENT PW/Engineering			
ITB/RFP/RFQ # (include timeline)				
Document Name: AGREEMENT				
Randall Scott Architects, Inc.				
Killeen Community and Senior Center Project				

02/01/21  Department Head initials verified	Date Received	Reviewed No Changes	Reviewed See Changes	Date Forwarded	Other				
Procurement Office	02/01/21	Lorianne Digitaly deped by Lexiane Local L		2/1/21					
Finance Office Barbara Bailey Digitally signed by Barbara Bailey Date: 2021.02.02 08:3443-06:00' 08:3443-06:00'		Jonatha Digitally signed by Jonathan Locke Date: 2021.02.02 09:46:51-06'00'							
City Attorney Office									
Signature Authority:									
☐ City Manager									
Assistant City Manager									
Finance Director									
Department:									
Purchasing Office (Return routing slip and a copy of all documents.)									
NOTES: -EDF sign/date the routing slip & initial the memo -EDF sign the AIA document (page 18)  DISPOSITION STATEMENT:									

Revised 4/30/2020



# INTEROFFICE MEMORANDUM

**To:** Jonathan Locke, Executive Director of Finance

Jonatha Digitally signed by Jonathan Locke

n Locke Date: 2021.02.02
09:50:13 -06'00'

VIA:

Lorianne Luciano, Director of Procurement and Contract Management LL

Danielle Singh, Executive Director of Public Works Danielle Singh Danielle Singh

Holli Clements, Deputy City Attorney Holli Clements Date: 2021.01.21 16:15:31.06'00'

FROM:

MD Hossain, City Engineer

DATE:

**JANUARY 20, 2020** 

SUBJECT:

PROFESSIONAL SERVICES AGREEMENT

KILLEEN COMMUNITY AND SENIOR CENTER PROJECT

RANDALL SCOTT ARCHITECTS, INC.

A resolution item (RS-21-008) has been included in the agenda for City Council Workshop dated January 19 and the item was presented during the workshop session. This item is also included for consideration and action by the City Council at their regular meeting scheduled on January 26. Staff recommends that the City Council authorize the City Manager or his designee to execute a Professional Services Agreement with Randall Scott Architects, Inc., in the amount of \$543,825 for the design and construction administration services of the Killeen Community and Senior Center Project. Detailed information is available in the attached CCMR staff report.

This facilities improvements project is included as a project in the adopted Capital Improvement Program for current fiscal year. Funding for this project is available in account number 349-8930-493.69-01.

Attached is the agreement document for the professional services. According to Delegation of Signature Authority, the Executive Director of Finance can sign the attached Professional Services Agreement for execution after City Council approval. If you have any questions, please contact me at (254) 616-3179.

MD Hossain, PE, CFM

City Engineer

# Attachments:

- (1) Agreement Document
- (2) Certificate of Interested Parties
- (3) CCMR Staff Report



# Standard Abbreviated Form of Agreement Between Owner and Architect

**AGREEMENT** made as of the 8th day of December in the year 2020 (In words, indicate day, month and year.)

**BETWEEN** the Architect's client identified as the Owner: (Name, legal status, address and other information)

City of Killeen 101 N. College St. Killeen, TX 76541

and the Architect: (Name, legal status, address and other information)

Randall Scott Architects, Inc. (also referred to herein as RSA) 2140 Lake Park Blvd, Suite 300 Dallas, TX 75080 Telephone Number: 972.664.9100

for the following Project: (Name, location and detailed description)

Killeen Community and Senior Center Renovations 2201 E. Veterans Memorial Blvd Killeen, TX 76542

The Owner and Architect agree as follows.

### **ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

### TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 ARCHITECT'S RESPONSIBILITIES
- 3 SCOPE OF ARCHITECT'S BASIC SERVICES
- 4 SUPPLEMENTAL AND ADDITIONAL SERVICES
- 5 OWNER'S RESPONSIBILITIES
- 6 COST OF THE WORK
- 7 COPYRIGHTS AND LICENSES
- 8 CLAIMS AND DISPUTES
- 9 TERMINATION OR SUSPENSION
- 10 MISCELLANEOUS PROVISIONS
- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT

### ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth below:

(State below details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, and other information relevant to the Project.)

Refer to Architect's Fee Proposal attached hereto as Exhibit B.

- § 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall agree on any necessary adjustments to the schedule, the Architect's services and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.
- § 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203<sup>TM</sup>—2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.
- § 1.3.1 Any use of, or reliance on, all or a portion of a building information model without the Architect's written permission shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

### ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services set forth in this Agreement consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

- § 2.1.A The Owner and Architect acknowledge that the Architect's standard of care is one of reasonable professional diligence and care of similarly situated architects performing the same or similar professional design services on similar project types in similar locations.
- § 2.1.B Except for remedial costs required to incorporate omitted work, the Architect or the Architect's consultants shall not be responsible for any cost or expense that is related to: an omission, provides a betterment, upgrade or enhancement of the Project, as these costs or expenses would have been part of the Project construction costs in the first place. These are part of the Owner's cost of the Project and shall be covered by the Owner's separate Project Contingencies.
- § 2.2 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.8:

(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

.1 General Liability

\$1,000,000

.2 Automobile Liability

\$1,000,000

.3 Workers' Compensation

Per Statute

.4 Professional Liability

\$1,000,000

.5 Umbrella Liability

\$5,000,000

### ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

- § 3.1 The Architect's Basic Services consist of those described in this Article 3 and include mechanical, plumbing and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.
- § 3.1.1 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on (1) the accuracy and completeness of the services and information furnished by the Owner and (2) the Owner's approvals. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.
- § 3.1.2 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.
- § 3.1.3 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

# § 3.2 Design Phase Services

- § 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.
- § 3.2.2 The Architect shall discuss with the Owner the Owner's program, schedule, budget for the Cost of the Work, Project site, and alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the Project requirements.
- § 3.2.3 The Architect shall consider the relative value of alternative materials, building systems and equipment, together with other considerations based on program, aesthetics, and any sustainable objectives, in developing a design for the Project that is consistent with the Owner's schedule and budget for the Cost of the Work.
- § 3.2.4 Based on the Project requirements, the Architect shall prepare Design Documents for the Owner's approval consisting of drawings and other documents appropriate for the Project and the Architect shall prepare and submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.
- § 3.2.5 The Architect shall submit the Design Documents to the Owner, and request the Owner's approval.

# § 3.3 Construction Documents Phase Services

- § 3.3.1 Based on the Owner's approval of the Design Documents, the Architect shall prepare for the Owner's approval Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.4.4.
- § 3.3.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.
- § 3.3.3 The Architect shall submit the Construction Documents to the Owner, update the estimate for the Cost of the Work and advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.
- § 3.3.4 The Architect, following the Owner's approval of the Construction Documents and of the latest estimate of the Cost of the Work, shall assist the Owner in obtaining bids or proposals and awarding and preparing contracts for construction.

# § 3.3.5 Competitive Bidding

- § 3.3.5.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.
- § 3.3.5.2 The Architect shall assist the Owner in bidding the Project by:
  - a facilitating the distribution of digital versions (PDF's) of Bidding Documents to prospective bidders;
  - .b organizing and conducting a pre-bid conference for prospective bidders;
  - .c preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
  - .d organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.
- § 3.3.5.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

# § 3.4 Construction Phase Services

# § 3.4.1 General

§ 3.4.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A104<sup>TM</sup>—2017, Standard Abbreviated Form of Agreement Between Owner and

Contractor. If the Owner and Contractor modify AIA Document A104–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

- § 3.4.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.
- § 3.4.1.3 Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

# § 3.4.2 Evaluations of the Work

- § 3.4.2.1 The Architect shall visit the site per the Architect's Fee Proposal Exhibit B, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.
- § 3.4.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents and has the authority to require inspection or testing of the Work.
- § 3.4.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.
- § 3.4.2.4 When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith.
- § 3.4.2.5 The Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

# § 3.4.3 Certificates for Payment to Contractor

- § 3.4.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.4.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified.
- § 3.4.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

# § 3.4.4 Submittals

- § 3.4.4.1 The Architect shall review and approve, or take other appropriate action, upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or any construction means, methods, techniques, sequences or procedures.
- § 3.4.4.2 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.
- § 3.4.4.3 The Architect shall review and respond to written requests for information about the Contract Documents. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. The Architect will endeavor to provide an initial response to RFI's within 7 days, however, in certain circumstances it may not be possible to respond within that timeframe which would result in more time being required to provide an appropriate response.

# § 3.4.5 Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

# § 3.4.6 Project Completion

The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

### ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

- § 4.1 Supplemental Services are not included in Basic Services but may be required for the Project. The Architect shall provide the Supplemental Services indicated below, and the Owner shall compensate the Architect as provided in Section 11.2. Supplemental Services may include programming, site evaluation and planning, environmental studies, civil engineering, landscape design, telecommunications/data, security, measured drawings of existing conditions, coordination of separate contractors or independent consultants, detailed cost estimates, on-site project representation beyond requirements of Section 4.2.2, value analysis, interior architectural design, tenant related services, preparation of record drawings, commissioning, sustainable project services, and any other services not otherwise included in this Agreement. (Identify below the Supplemental Services that the Architect is required to provide and insert a description of each Supplemental Service, if not further described in an exhibit attached to this document.)
- § 4.2 The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Upon recognizing the need to perform Additional Services, the Architect shall notify the Owner. The Architect shall not provide the Additional Services until the Architect receives the Owner's written authorization. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3.

- § 4.2.1 The Architect shall provide services necessitated by a change in the Initial Information, changes in previous instructions or approvals given by the Owner, or a material change in the Project including size; quality; complexity; the Owner's schedule or budget for Cost of the Work; or procurement or delivery method as an Additional Service.
- § 4.2.2 The Architect has included in Basic Services 30 (thirty) visits to the site by the Architect during construction. The Architect shall conduct site visits in excess of that amount as an Additional Service.
- § 4.2.3 The Architect shall, as an Additional Service, provide services made necessary by a Contractor's proposed change in the Work. The Architect shall prepare revisions to the Architect's Instruments of Service necessitated by Change Orders and Construction Change Directives as an Additional Service.
- § 4.2.4 If the services covered by this Agreement have not been completed within 24 (twenty-four) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.
- § 4.2.5 The Architect's services for the following shall be deemed additional services:
  - 1. Design services in regards to changes caused by existing physical conditions that could not be reasonably known or discovered prior to construction.
  - 2. Review of substitution requests by the Contractor or Owner after 7 days prior to bid date.
  - 3. Value engineering and design services required to offset increased construction market costs of labor and materials due to Acts of God such as, but not limited to, hurricanes, tornadoes or pandemics.

# ARTICLE 5 OWNER'S RESPONSIBILITIES

- § 5.1 A written Needs Assessment and Conceptual Design setting forth the Owner's objectives, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements has been prepared by the Architect and presented to City Staff May 12, 2020 with a subsequent fly-around/fly-through virtual presentation being made to Staff on June 2, 2020.
- § 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs including an Owner's "Project Contingency" of not less than 15% of the Total Project Cost or Budget for the Project. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.
- § 5.3 The Owner shall furnish as-built drawings of the existing Killeen Community Center, to describe physical characteristics, legal limitations and utility locations for the site of the Project; a written legal description of the site; and services of geotechnical engineers or other consultants, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project.
- § 5.4 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.
- § 5.5 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests; tests for air and water pollution; and tests for hazardous materials. Such testing, inspections and reports shall include at a minimum:
  - a. Construction materials testing inspections and reports.
  - b. HVAC Test and Balancing and reports.
  - c. Window testing, inspection and reports.
  - d. Other tests, inspections and reports as required by the Construction Documents or requested by the Architect and his consultants.

- e. Hazardous materials survey of existing Community Center Building where connections and/or renovations have to be made to the Killeen Community Center and Senior Center Renovations.
- § 5.6 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.
- § 5.7 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.
- § 5.8 The Owner shall endeavor to communicate with the Contractor through the Architect about matters arising out of or relating to the Contract Documents.
- § 5.9 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.
- § 5.10 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

### ARTICLE 6 COST OF THE WORK

- § 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.
- § 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.
- § 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1, as a Supplemental Service.
- § 6.3.1 Evaluations of the Owner's budget for the Project and the preliminary estimate of the Cost of the Project prepared by the Architect represent the Architect's judgement as a design professional familiar with the construction industry. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment, over the Contractor's method of determining bid prices, or over competitive bidding, market or negotiation conditions. The Architect's evaluation of the Owner's budget and preliminary estimate of the Cost of the Work are made on the basis of the Architect's experience, qualifications, and best judgement of the current and future market conditions in the construction industry. Accordingly, the Architect cannot and does not warrant or represent that proposals, bids, negotiated prices, or actual construction costs will not vary from the Owner's budget for the Project or from any preliminary estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect. The Architect shall compile his estimates of the Cost of the Work based on all or a portion of the following: design progress, utilizing historical data, material quotations, discussions with trade professionals, and experience with similar projects. Bids will not be solicited for the Architect's estimating purposes; therefor, competitive bidding

or lack thereof may affect the actual costs. The Owner shall acknowledge the following assumptions and cautions relative to the Architect's evaluations of the Owner's budget and preliminary estimate of the Cost of the Work:

- 1. The Opinions of the Cost of the Work will assume a competitive bidding process for the entire scope of Work, as defined by the plans and specifications. Competitive bidding process is defined as receiving responsive bids from a minimum of (3) General Contractors and (3) subcontractors per trade.
- 2. If the number of bids indicated in 6.3.1.1 above are not received by the General Contractor or Owner, the bids may deviate from the Architect's evaluation of the Owner's budget and/or the preliminary estimate of the Cost of the Work.
- 3. Due to unpredictable conditions in the construction and other industries causing unusual fluctuations, such as the influence of commodity trading markets, regional supply and demand, regional inflation, or natural disasters and Acts of God such as, but not limited to, hurricanes and tornadoes; costs and availability of products and labor may fluctuate causing the Architect's evaluation of the Owner's budget and preliminary estimate of the Cost of the Work to differ from actual bids.
- 4. The Architect shall not be responsible for value engineering services required due to construction market cost increases in labor and materials caused by Acts of God such as, but not limited to, hurricanes and tornadoes, or geo-global cost increases as these are beyond the Architect's control. Value engineering changes to the Project Scope if required due to Acts of God, shall be provided as an Additional Service by the Architect and his consultants.
- § 6.4 If, through no fault of the Architect, construction procurement activities have not commenced within 60 days after the Architect submits the Construction Documents to the Owner the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.
- § 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.
- § 6.6 If the Owner's current budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall
  - .1 give written approval of an increase in the budget for the Cost of the Work;
  - .2 authorize rebidding or renegotiating of the Project within a reasonable time;
  - .3 terminate in accordance with Section 9.5;
  - .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
  - .5 implement any other mutually acceptable alternative.
- § 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate including Acts of God or geo-global cost increases which are beyond the Architect's control, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

### ARTICLE 7 COPYRIGHTS AND LICENSES

- § 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.
- § 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

- § 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums when due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.
- § 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.
- § 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.
- § 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

# ARTICLE 8 CLAIMS AND DISPUTES

### § 8.1 General

- § 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.
- § 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other, for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A104–2017, Standard Abbreviated Form of Agreement Between Owner and Contractor. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.
- § 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.6.
- § 8.1.4 RISK ALLOCATION. IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS OF THE PROJECT TO BOTH THE OWNER AND THE ARCHITECT, THE OWNER AND ARCHITECT AGREE THAT THE LIMIT OF PROFESSIONAL LIABILITY OF THE ARCHITECT AND HIS CONSULTANTS SHALL BE LIMITED TO \$1,000,000 ON A CLAIMS MADE BASIS AND \$1,000,000 IN THE AGGREGATE FOR ALL CLAIMS MADE AGAINST THE ARCHITECT AND HIS CONSULTANTS.
- § 8.1.5 Owner agrees to pay the Architect for all time and expenses incurred as a result of testifying, subpoenas, depositions, arbitration, trials and mediations between the Owner and Owner's Contractor/CM at Risk and/or the Owner's Contractor's

subcontractors as related to the Project. These services exclude proceedings in which the Architect is a party in the corresponding action.

# § 8.2 Mediation

- § 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement *may* be subject to mediation, *if approved by both parties, prior* to *proceeding with* binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.
- § 8.2.2 Mediation, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.
- § 8.2.3 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following: (Check the appropriate box.)

[ ]	Arbitration pursuant to Section 8.3 of this Agreement
[ <b>X</b> ]	Litigation in a court of competent jurisdiction
[ ]	Other: (Specify)

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

# § 8.3 Arbitration (Deleted)

### (Paragraphs deleted)

# § 8.3.4 Consolidation or Joinder

- § 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).
- § 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.
- § 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.
- § 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

# ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of

performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

- § 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.
- § 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than 30 days' written notice.
- § 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.
- § 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.
- § 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, Reimbursable Expenses incurred, and all costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.
- § 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

- .1 Termination Fee:
- .2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:
- § 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year and one month from the date of Substantial Completion.

### ARTICLE 10 MISCELLANEOUS PROVISIONS

- § 10.1 This Agreement shall be governed by the laws and jurisdiction of Texas. Venue is proper in Bell County, Texas.
- § 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A104–2017, Standard Abbreviated Form of Agreement Between Owner and Contractor.
- § 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

- § 10.4 If the Owner requests the Architect to execute certificates or consents, the proposed language of such certificates or consents shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.
- § 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.
- § 10.6 The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.
- § 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. However, the Architect's materials shall not include information the Owner has identified in writing as confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.
- § 10.8 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

### ARTICLE 11 COMPENSATION

- § 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:
  - .1 Stipulated Sum (Insert amount)

Refer to Architect's Fee Proposal attached hereto labeled Exhibit B

.2 Percentage Basis
(Insert percentage value)

( )% of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

.3 Other (Describe the method of compensation)

§ 11.2 For Supplemental Services identified in Section 4.1, the Owner shall compensate the Architect as follows: (Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Refer to Architect's Fee Proposal attached hereto labeled Exhibit B for Architect's Hourly Rates

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows: (Insert amount of, or basis for, compensation.)

Refer to Architect's Fee Proposal attached hereto labeled Exhibit B for Architect's Hourly Rates

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus percent (%), or as follows:

Init.

Refer to Architect's Fee Proposal attached hereto labeled Exhibit B for Architect's Markup on Consultant Additional Services

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Schematic Design Phase Design Development Phase Construction Documents	Twenty Five Twenty Five Twenty Five	percent ( percent ( percent (	25 25 25	%) %) %)
Phase Bidding & Negotiation Phase	Five	percent (	5	%)
Construction Phase	Twenty	percent (	20	%)
Total Basic Compensation	one hundred	percent (	100	%)

- § 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.
- § 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.
- § 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. (If applicable, attach an exhibit of hourly billing rates or insert them below.)

Refer to Architect's Fee Proposal attached hereto labeled Exhibit B for Architect's Hourly Rates

# **Employee or Category**

### Rate

# § 11.8 Compensation for Reimbursable Expenses

- § 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:
  - .1 Transportation and authorized out-of-town travel and subsistence;
  - Long distance services, dedicated data and communication services, teleconferences, Project web sites, .2 and extranets;
  - .3 Permitting and other fees required by authorities having jurisdiction over the Project;
  - Printing, reproductions, plots, and standard form documents;
  - .5 Postage, handling, and delivery;
  - Expense of overtime work requiring higher than regular rates if authorized in advance by the Owner;
  - Renderings, physical models, mock-ups, professional photography, and presentation materials .7 requested by the Owner or required for the Project;
  - Expense of professional liability insurance dedicated exclusively to this Project or the expense of 8. additional insurance coverage or limits requested by the Owner in excess of that normally maintained by the Architect and the Architect's consultants;
  - .9 All taxes levied on professional services and on reimbursable expenses;
  - .10 Site office expenses; and
  - Other similar Project-related expenditures.

**User Notes:** 

§ 11.8.2 Reimbursable Expenses compensation is a lump sum amount included in the overall professional fee. Refer to Exhibit B.

# § 11.9 Payments to the Architect

## § 11.9.1 Initial Payment

An initial payment of Zero (\$0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

## § 11.9.2 Progress Payments

§ 11.9.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid 30 (thirty) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect. (Insert rate of monthly or annual interest agreed upon.)

One point five % per month

§ 11.9.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.9.2.3 Records of Reimbursable Expenses and hourly services pertaining to Additional Services shall be documented in each invoice from the Architect.

# ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows: (Include other terms and conditions applicable to this Agreement.)

§ 12.1 The Texas Board of Architectural Examiners, 333 Guadalupe, Suite 2-350, Austin, TX 78701-3942, ph. 512.305.9000, has jurisdiction over individuals licensed under the Architects Registration Law, Article 249A, VTCS. § 12.2 By signing this contract, Architect 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.

# ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

1 AIA Document B104<sup>TM</sup>-2017, Standard Abbreviated Form of Agreement Between Owner and Architect

(Paragraph deleted)

### .3 Exhibits:

(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits identified in Section 4.1.)

AIA A104-2017 Exhibit A

Exhibit B - Architect's Fee Proposal and Hourly Rates for Personnel

#### Other documents:

(List other documents, if any, including additional scopes of service forming part of the Agreement.)

This Agreement entered into as of the day and year first written above.

CITY OF KILLEEN, TEXAS

**OWNER** (Signature)

Digitally signed by Jonathan

Jonathan Locke Date: 2021.02.02 09:48:37

For Kent Cagle, City Manager

(Printed name and title)

RANDALL SCOTT ARCHITECTS, INC.

**ARCHITECT** (Signature)

Randall B. Scott, AIA, Founding Principal

(Printed name, title, and license number, if required)

# Certification of Document's Authenticity

AIA® Document D401™ - 2003

I, Randall B. Scott, AIA, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 17:00:08 ET on 01/07/2021 under Order No. 3736888881 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B104TM - 2017, Standard Abbreviated Form of Agreement Between Owner and Architect, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

Raylell B. S. A. A. A. (Signed)

FOUNDING PRINCIPAL



## Determination of the Cost of the Work

#### for the following PROJECT:

(Name, location and brief description)

Killeen Community and Senior Center Renovations 2201 E. Veterans Memorial Blvd Killeen, TX 76542

#### THE OWNER:

(Name, legal status, address and other information)

City of Killeen 101 N. College St Killeen, TX 76541

#### THE CONTRACTOR:

(Name, legal status, address and other information)

#### THE ARCHITECT:

(Name, legal status, address and other information)

Randall Scott Architects, Inc. 2140 Lake Park Blvd., Suite 300 Richardson, TX 75080 972.664.9100

#### ARTICLE A.1 COSTS TO BE REIMBURSED

#### § A.1.1 Cost of the Work

§ A.1.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Contractor in the proper performance of the Work. The Cost of the Work shall include only the items set forth in this Article A.1.

§ A.1.1.2 Where, pursuant to the Contract Documents, any cost is subject to the Owner's prior approval, the Contractor shall obtain such approval in writing prior to incurring the cost.

#### § A.1.2 Labor Costs

§ A.1.2.1 Wages or salaries of construction workers directly employed by the Contractor to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

#### **ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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- § A.1.2.2 Wages or salaries of the Contractor's supervisory and administrative personnel when stationed at the site and performing Work, with the Owner's prior approval.
- § A.1.2.2.1 Wages or salaries of the Contractor's supervisory and administrative personnel when performing Work and stationed at a location other than the site, but only for that portion of time required for the Work, and limited to the personnel and activities listed below:

(Identify the personnel, the type of activity, and, if applicable, any agreed percentage of time to be devoted to the Work.)

- § A.1.2.3 Wages or salaries of the Contractor's supervisory or administrative personnel engaged at factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.
- § A.1.2.4 Costs paid or incurred by the Contractor, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits, and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations, and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Section A.1.2.
- § A.1.2.5 If agreed rates for labor costs, in lieu of actual costs, are provided in this Agreement, the rates shall remain unchanged throughout the duration of this Agreement, unless the parties execute a Modification.

§ A.1.3 Subcontract Costs

Payments made by the Contractor to Subcontractors in accordance with the requirements of their subcontracts and this Agreement.

- § A.1.4 Costs of Materials and Equipment Incorporated in the Completed Construction
- § A.1.4.1 Costs, including transportation and storage at the site, of materials and equipment incorporated or to be incorporated in the completed construction.
- § A.1.4.2 Costs of materials described in the preceding Section A.1.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Contractor. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.
- § A.1.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items
- § A.1.5.1 Costs of transportation, storage, installation, dismantling, maintenance, and removal of materials, supplies, temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Contractor at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment, and tools that are not fully consumed shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Contractor shall mean fair market value.
- § A.1.5.2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Contractor at the site, and costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools. Rates and quantities of equipment owned by the Contractor, or a related party as defined in Section A.1.8.1, shall be subject to the Owner's prior approval. The total rental cost of any such equipment may not exceed the purchase price of any comparable item.
- § A.1.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.
- § A.1.5.4 Costs of the Contractor's site office, including general office equipment and supplies.

- § A.1.6 Miscellaneous Costs
- § A.1.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract.
- § A.1.6.1.1 Costs of self-insurance for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.
- § A.1.6.1.2 Costs of insurance through a captive insurer owned or controlled by the Contractor, with the Owner's prior approval.
- § A.1.6.2 Sales, use, or similar taxes, imposed by a governmental authority that are related to the Work and for which the Contractor is liable.
- § A.1.6.3 Fees and assessments for the building permit and for other permits, licenses, and inspections for which the Contractor is required by the Contract Documents to pay.
- § A.1.6.4 Fees of laboratories for tests required by the Contract Documents, except those related to defective or nonconforming Work for which reimbursement is excluded by Article 18 of the Agreement or by other provisions of the Contract Documents, and which do not fall within the scope of Section A.1.7.3.
- § A.1.6.5 Royalties and license fees paid for the use of a particular design, process, or product required by the Contract Documents.
- § A.1.6.5.1 The cost of defending suits or claims for infringement of patent rights arising from requirements of the Contract Documents, payments made in accordance with legal judgments against the Contractor resulting from such suits or claims, and payments of settlements made with the Owner's consent, unless the Contractor has reason to believe that the required design, process, or product was an infringement of a copyright or a patent, and the Contractor failed to promptly furnish such information to the Architect as required by Section 9.14 of this Agreement. The costs of legal defenses, judgments, and settlements, shall not be included in the Cost of the Work used to calculate the Contractor's Fee or subject to the Guaranteed Maximum Price.
- § A.1.6.6 Costs for communications services, electronic equipment, and software directly related to the Work and located at the site, with the Owner's prior approval.
- § A.1.6.7 Costs of document reproductions and delivery charges.
- § A.1.6.8 Deposits lost for causes other than the Contractor's negligence or failure to fulfill a specific responsibility in the Contract Documents.
- § A.1.6.9 Legal, mediation, and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Contractor, reasonably incurred by the Contractor after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.
- § A.1.6.10 Expenses incurred in accordance with the Contractor's standard written personnel policy for relocation and temporary living allowances of the Contractor's personnel required for the Work, with the Owner's prior approval.
- § A.1.6.11 That portion of the reasonable expenses of the Contractor's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.
- § A.1.7 Other Costs and Emergencies
- § A.1.7.1 Other costs incurred in the performance of the Work with the Owner's prior approval.
- § A.1.7.2 Costs incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property.
- § A.1.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Contractor, Subcontractors, or suppliers, provided that such damaged or nonconforming Work was not caused by the negligence

of, or failure to fulfill a specific responsibility by, the Contractor, and only to the extent that the cost of repair or correction is not recovered by the Contractor from insurance, sureties, Subcontractors, suppliers, or others.

#### § A.1.8 Related Party Transactions

- § A.1.8.1 For purposes of this Section A.1.8, the term "related party" shall mean (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with the Contractor; (2) any entity in which any stockholder in, or management employee of, the Contractor holds any equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Contractor; or (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Contractor.
- § A.1.8.2 If any of the costs to be reimbursed arise from a transaction between the Contractor and a related party, the Contractor shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed, and the Contractor shall procure the Work, equipment, goods or service from the related party, as a Subcontractor, according to the terms of Article A.4. If the Owner fails to authorize the transaction in writing, the Contractor shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Article A.4.

#### ARTICLE A.2 COSTS NOT TO BE REIMBURSED

- § A.2.1 The Cost of the Work shall not include the items listed below:
  - Salaries and other compensation of the Contractor's personnel stationed at the Contractor's principal office or offices other than the site office, except as specifically provided in Section A.1.2.2;
  - .2 Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Contractor or paid to any Subcontractor or vendor, unless the Owner has provided written approval before such costs are incurred;
  - Expenses of the Contractor's principal office and offices other than the site office;
  - Overhead and general expenses, except as may be expressly included in Article A.1;
  - The Contractor's capital expenses, including interest on the Contractor's capital employed for the .5
  - Except as provided in Section A.1.7.3 of this Agreement, costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, the Contractor, Subcontractors and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable;
  - .7 Any cost not specifically and expressly described in Article A.1; and
  - Where a Guaranteed Maximum Price is part of this Agreement, costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded.

#### DISCOUNTS, REBATES AND REFUNDS ARTICLE A.3

- § A.3.1 Cash discounts obtained on payments made by the Contractor shall accrue to the Owner if (1) before making the payment, the Contractor included the amount to be paid, less such discount, in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Contractor with which to make payments; otherwise, cash discounts shall accrue to the Contractor. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Contractor shall make provisions so that they can be obtained.
- § A.3.2 Amounts that accrue to the Owner in accordance with Section A.3.1 shall be credited to the Owner as a deduction from the Cost of the Work.

#### SUBCONTRACTS AND OTHER AGREEMENTS ARTICLE A.4

§ A.4.1 Those portions of the Work that the Contractor does not customarily perform with the Contractor's own personnel shall be performed under subcontracts or other appropriate agreements with the Contractor. The Owner may designate specific persons from whom, or entities from which, the Contractor shall obtain bids. The Contractor shall obtain bids from Subcontractors and from suppliers of materials or equipment fabricated especially for the Work who are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents. The Contractor shall deliver such bids to the Architect and Owner with an indication as to which bids the Contractor intends to

accept. The Owner then has the right to review the Contractor's list of proposed subcontractors and suppliers and, in consultation with the Architect, object to any subcontractor or supplier. Any advice of the Architect, or approval or objection by the Owner, shall not relieve the Contractor of its responsibility to perform the Work in accordance with the Contract Documents. The Contractor shall not be required to contract with anyone to whom the Contractor has reasonable objection.

- § A.4.2 When the Contractor has provided a Guaranteed Maximum Price, and a specific subcontractor or supplier (1) is recommended to the Owner by the Contractor; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Contractor may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Contractor and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.
- § A.4.3 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the Owner's prior written approval. If a subcontract is awarded on the basis of cost-plus a fee, the Contractor shall provide in the subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Contractor in Article A.5.

#### ARTICLE A.5 ACCOUNTING RECORDS

- § A.5.1 The Contractor shall keep full and detailed records and accounts related to the Cost of the Work and exercise such controls as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Contractor's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract. The Contractor shall preserve these records, for a period of three years after final payment, or for such longer period as may be required by law.
- § A.5.2 When the Contractor believes that all the Work required by the Agreement has been fully performed, the Contractor shall deliver to the Owner's auditors a final accounting of the Cost of the Work.
- § A.5.3 The Owner's auditors will review and report in writing on the Contractor's final accounting within 30 days after delivery of the final accounting to the Architect by the Contractor. Based upon such Cost of the Work as the Owner's auditors report to be substantiated by the Contractor's final accounting, and provided the other conditions of Section 4.2.1 of the Agreement have been met, the Architect will, within seven days after receipt of the written report of the Owner's auditors, either issue to the Owner a final Certificate for Payment with a copy to the Contractor, or notify the Contractor and Owner in writing of the Architect's reasons for withholding a certificate as provided in Section 15.4.3 of the Agreement. The Architect is not responsible for verifying the accuracy of the Contractor's final accounting.
- § A.5.4 If the Owner's auditors' report concludes that the Cost of the Work as substantiated by the Contractor's final accounting is less than claimed by the Contractor, the Contractor shall be entitled to request mediation of the dispute without a further decision of the Architect. A request for mediation shall be made by the Contractor within 30 days after the Contractor's receipt of a copy of the Architect's final Certificate for Payment. If the Contractor fails to request mediation within this 30-day period, the substantiated amount reported by the Owner's auditors shall become binding on the Contractor. Pending a final resolution of the disputed amount, the Owner shall pay the Contractor the amount, if any, determined by the Owner's auditors to be due the Contractor.
- § A.5.5 If, subsequent to final payment and at the Owner's request, the Contractor incurs costs in connection with the correction of defective or non-conforming work as described in Article A.1, Costs to be Reimbursed, and not excluded by Article A.2, Costs Not to be Reimbursed, the Owner shall reimburse the Contractor such costs and the Contractor's Fee applicable thereto on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price, if any. If the Contractor has participated in savings, the amount of such savings shall be recalculated and appropriate credit given to the Owner in determining the net amount to be paid by the Owner to the Contractor.



# EXHIBIT 'B' TO THE OWNER ARCHITECT AGREEMENT

#### Revised December 8, 2020

Mr. Kent Cagle City Manager City of Killeen 101 N. College Street Killeen, Texas 76541

# RE: PROPOSAL TO PROVIDE ARCHITECTURAL/ENGINEERING SERVICES FOR KILLEEN COMMUNITY AND SENIOR CENTER RENOVATIONS

#### I. PROJECT SCOPE

This proposal is submitted by Randall Scott Architects, Inc. (hereinafter referred to as RSA or Architect) to the City of Killeen (herein after referred to as the City, Owner or Client) to provide Architectural/Engineering Design Services for the Killeen Community and Senior Center Renovations.

#### A. PROJECT CRITERIA

#### 1. **OVERVIEW**

- a. The project scope is based upon a Needs Assessment and Conceptual Design prepared by Randall Scott Architects for the Killeen Community and Senior Center Renovation as presented to Staff May 12, 2020 (Floor and Site Plan) and June 2, 2020 (Fly-around/Flythrough).
- b. Construction Only Cost (COC) for the project excluding a new gym is anticipated to be approximately \$4.3M.
- c. The Total Project Cost (TPC) is estimated to be approximately \$5.5M. Total Project Cost includes the Construction Only Cost, A/E fees, contingencies, surveying, third party materials testing services, FF&E and other non-construction related project costs.
- d. The general project scope includes renovating the existing Killeen Community Center and adding Senior Center functions to it with a separate entrance for seniors.
- e. RSA assumes the City will use either Competitive Sealed Proposal or CMAR delivery method for construction.

#### II. PRE-DESIGN PHASE SERVICES

#### A. PROGRAM OF REQUIREMENTS

1. The Pre-Design services for this project have been completed by RSA including the Needs Assessment, Visioning Session, the Conceptual Design and Preliminary Construction Only Cost Estimate.

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#### III. BASIC SERVICES

#### A. SCHEMATIC DESIGN PHASE (25% COMPLETE)

Schematic Design Phase services provided by RSA and our Consultants for this project shall consist of the following:

- 1. Perform a detailed code and zoning review for the proposed projects and consult with the City on any changes that impact the design.
- Workshop # 1 Within 30 days after receiving notice to proceed, RSA will meet with the Stakeholders to review their comments on the Conceptual Design proposed in the Needs Assessment.
- 3. **Attend a Town Hall meeting** with Staff, Council and Senior Citizens to present basic information about the proposed design and gather final input.
- 4. Prepare **final Schematic Design site plans, floor plans and renderings** of RSA's proposed design incorporating final review comments **and submit for the City's review** in electronic format. City Staff shall review and respond to RSA with review comments within 14 days of receipt of the SD package electronic files.
- 5. Prepare a Project Schedule for the project.
- 6. Coordinate the MEP, structural, civil, IT/AV and landscape architecture consultants' Schematic Design services and drawings.
- 7. Prepare a preliminary Technical Specifications Table of Contents.
- 8. Confirm ADA, general power and fire protection requirements for the project.
- 9. Prepare an updated Schematic Design Cost Estimate with 20% contingency. **Note: RSA's** original cost estimate in the Needs Assessment did not include a 20% contingency in it. This will increase the cost of the project.
- 10. Collaborate with the City in reconciling the project scope, budget and estimated construction cost.
- 11. Prepare a PowerPoint presentation of the Final Schematic Design Drawings, Project Schedule and SD Cost Estimate and assist Staff in presenting to Council for approval if requested.
- 12. Prepare and distribute meeting notes documenting the basic issues, resolutions and action items agreed to during this phase.

#### **B. DESIGN DEVELOPMENT PHASE (50% COMPLETE)**

Based on the approved Schematic Design documents and reconciled SD Cost Estimates, the Design Team will prepare the following Design Development documents:

- 1. Cover Page
- 2. General Notes
- 3. Architectural site plan illustrating the current site and proposed building improvements
- 4. Architectural floor plan with dimensions
- 5. Roof Plan
- 6. Partition types
- 7. Proposed room finish & door schedules
- 8. Exterior building elevations
- 9. Wall sections
- 10. Preliminary section details
- 11. Reflected ceiling plan
- 12. Millwork elevations
- 13. Interior elevations

**Revised December 8, 2020** 

Page 3

- 14. Preliminary interior finishes plans
- 15. Unedited technical specifications for all trades (CSI Divisions 1-33)
- 16. 50% complete mechanical, electrical and plumbing drawings and details
- 17. 50% complete structural plans and details
- 18. 50% complete civil site plans and details
- 19. 50% complete AV/IT (low voltage systems) plans and details on separate sheets
- 20. Incorporate Center's IT point-to-point 50 MG Link connection with Central Fire Station upgrade. Note: RSA was unaware of this requirement during the Needs Assessment. This additional scope may cause the cost of the project to increase over the budget established by the Needs Assessment.
- 21. Preliminary landscape architecture plans and site details
- 22. Prepare a DD Cost Estimate with 15% contingency, or provide documents to the CMAR if CMAR delivery is chosen, and collaborate with the Owner to adjust the Design Development scopes of work to reconcile with the City's budget. Note: RSA did not include this large of a contingency in the Needs Assessment. Using this large of a contingency may cause the cost of the project to increase.
- 23. Submit the Design Development drawings and specifications documents to City Staff for review in electronic format. City Staff shall review and respond to RSA with review comments within 14 days of receipt of the DD documents electronic files.
- 24. Prepare and distribute meeting notes documenting the basic issues, resolutions and action items agreed to during this phase.
- 25. **Attend meetings with City Staff** to review the Design Development documents, DD cost estimate and status of the Project Schedule.

#### C. CONSTRUCTION DOCUMENTS PHASE (75% & 100% SIGNED AND SEALED DOCUMENTS)

Based on the approved Design Development documents and reconciled DD Cost Estimate, the Design Team will prepare 75% complete Construction Documents and 100% complete (signed and sealed) Construction Documents inclusive of the City of Killeen's front end Project Manual documents. A copy of the 100% Construction Documents shall be printed and delivered to City of Killeen's Purchasing/Finance department. An updated 100% CD estimate will be provided with the final Construction Documents (unless CMAR delivery is utilized in which case this estimate will be provided by the CMAR). At both the 75% and 95% CD completion stages, these documents will be submitted to City Staff for review. Staff shall review and provide response comments to RSA within 14 days of receipt of the documents to the City.

The Construction Documents will include a base bid scope of work and add alternates which the Design Team will agree upon with the City to assist in managing the project costs. The Design Team will work with the Owner, and CMAR if CMAR delivery is chosen, to make final adjustments to the project scope and construction documents to reconcile the scope and cost estimate with the City's budget. Once the scope and estimate are reconciled with the budget including a 10% contingency, the Design Team will issue the final CD's for bidding. **Note: a 10% contingency is very large. We would recommend 7.5%-8% contingency for this type/size of project.** Such a large contingency would cause the cost of the project to be over the \$4.3M estimate prepared by RSA in the Needs Assessment.

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The Construction Documents Phase includes attendance by the Design Team at **meetings with the**Owner and other entities to coordinate the Construction Documents and pricing. Services during this phase include the preparation and distribution of project meeting notes documenting the basic issues, resolutions and action items agreed to during this phase.

#### D. BIDDING & NEGOTIATION PHASE

Once the final Construction Documents are approved by the Owner, the Design Team will provide the following services during the Bidding and Negotiation Phase:

- 1. Coordinate with the City of Killeen Purchasing Dept. to distribute electronic PDF files of the bidding documents plans and specifications to interested general Contractors. The printing of these documents for bidding and construction shall be at the Contractor's expense. RSA does not provide printed sets of plans and specs for bidders' use.
- 2. Attend a Pre-Bid Conference at the project site or a location designated by the Owner if requested.
- 3. Coordinate with the City of Killeen Purchasing Dept. to answer Contractor questions during the bidding phase about the construction documents and intended design.
- 4. Review substitution requests from bidders up until 7 days prior to bid date. Coordinate with the City of Killeen Purchasing Dept. to issue addenda documenting any approved substitution requests 3 days prior to bid date.
- 5. Prepare addenda and coordinate with City of Killeen Purchasing Dept. to issue them to Contractors clarifying questions on the drawings and specifications.
- 6. Prepare and distribute project meeting notes documenting the basic issues, resolutions and action items agreed to in meetings attended by the Architect during this phase.
- 7. The Owner's maximum Construction Only Cost for this project as of the time of this proposal is \$4.3M. Architect's final opinion of probable cost will be provided for cost comparison with bids.
- 8. Coordinate with City of Killeen in developing the Owner/Contractor Agreement.
- 9. Reconcile bids and provide recommendation on best value Contractor.

#### **E. CONTRACT ADMINISTRATION PHASE**

During the Construction Administration Phase, the Design Team will provide the following Services:

- 1. Conduct a Pre-Construction Meeting to discuss the issues of coordination, points of contact for each entity and protocol to be followed during the Construction Phase of the project.
- 2. Visit the site twice monthly to review construction in an effort to determine in general whether or not, when the Project is completed, it will be constructed in substantial accordance with the Contract Documents. While on site, the Architect will attend OAC Meetings with the Owner and Contractor to review the project status, previous set of construction meeting notes, submittal logs, ASI logs, RFI logs and construction schedule status along with coordination issues that need resolution by the group. Architect will attend virtual on-line OAC meetings during the weeks between on-site visits.
- 3. Review substitution requests from the Contractor only for materials and products which become unavailable during the Construction Phase due to circumstances beyond the Contractor's control.
- 4. Review submittals and shop drawings required by the Contract Documents and provide direction to the Contractor on how to proceed (No Exceptions Taken, Revise and Resubmit, etc.).

- 5. Review the Contractor's Requests for Information (RFI's) and respond as deemed appropriate by the Architect.
- 6. Prepare Architect's' Supplemental Instructions (ASI's) when deemed necessary by the Architect and issue them to the Contractor.
- 7. Review the Contractor's Cost Proposal Requests (CPR's), make recommendations to the Owner and process change orders.
- 8. Review Contractor's Applications for Payment and transmit to the City for payment with any recommended adjustments from the Design Team.
- 9. Prepare a punch list for each discipline and perform a final walk-through for verification that punch list items have been completed.
- 10. Establish dates of Substantial and Final Completion and prepare certificates for same.
- 11. Coordinate project close out, receipt of warranty & maintenance binders from the Contractor.
- 12. Coordinate the preparation of as-built documents and deliver them to the Owner.

#### **IV. ADDITIONAL SERVICES**

Additional Services are all services not explicitly listed under Section III *Basic Services* of this Proposal. Additional Services shall be provided when requested by the City on an hourly or negotiated fee basis in addition to the fees charged for the services outlined in Section III above. Prior to beginning Additional Services work, RSA shall submit an Additional Services Proposal (ASP) to the City outlining the proposed scope of services and request approval from the City in writing if it believes that Additional Services are warranted or have been requested by the City. Additional Services include, but are not limited to, the following:

- A. Revisions requested by the City to the Architect's Work resulting in changes in the design, scope and/or quality. Revisions to the Architect's Work or documents due to changes in the information provided to the Architect by the City.
- B. Preparing Design alternatives (other than those listed in Section III above) and redesign services for the project including, but not limited to, redesign services required due to the City making changes to the project scope.
- C. Meetings with citizen groups (outside of the one listed under the Basic Services portion of this Proposal and normal Council presentations) to present information about the project. RSA will assist staff in presenting our work to Council during regular Council Meetings as a Basic Service if requested.
- D. Field verification of existing conditions necessary to complete the design team's work not indicated on as-built documents provided to the Architect by the City.
- E. Consulting services required to complete the project which are not specifically listed under the Professional Fee Sections VI.A *Basic Services*.
- F. Design of structural foundations such as carton form or pier and beam with crawl space foundation systems.
- G. Design of off-site utilities beyond the property line of the project site being designed by RSA under this agreement.
- H. Platting or rezoning services.
- I. Surveying services (shall be provided to RSA by the Owner).
- J. Geotechnical engineering services and reports (shall be provided to RSA by the Owner).
- K. Coordination services associated with environmental, archeological and historic building assessments including, but not limited to: 1) historic building evaluations of the property required by governing agencies, 2) archeological evaluations of the property required by governing

- agencies; 3) evaluation of the presence and potential impact of special conditions or sensitive receptors present on the property such as wetlands, endangered species and native trees required by governing agencies.
- L. Preparation of change orders not the fault of the architect or his consultants.
- M. All work associated with the location and modifications to the floodplain and creek areas adjacent to the project.
- N. Development of artwork packages for the building.
- O. Design services regarding repurposing of the site currently occupied by the existing Bob Gilmore Sr. Center into a garden area or other functions. The cost of repurposing this area in not within the budget estimate provided on this project by RSA.

#### V. PRELIMINARY PROJECT SCHEDULE

The schedule for this project will be determined as part of the scope of services provided by RSA.

#### VI. PROFESSIONAL FEES

#### A. BASIC SERVICES

1.	The minimum fee for <i>Basic Services</i> inclusive of the Architectural, Structural and MEP engineering services outlined in Section III Basic Services of this Proposal for the Community Center/Senior Center Expansion/Renovation shall be provided based on a fee percentage of 8.5% times the \$4.3M Construction Only Cost Est.	\$355,500
2.	Field Verification of Community Center existing conditions	\$13,350
3.	Civil Engineering Services	\$18,275
4.	Audio Visual & Acoustical Consultant	\$12,450
5.	Technology Consultant (IT Services)	\$15,650
6.	Landscape Architecture and Irrigation Design	\$20,375
7.	Newforma Project Management Software License for Project	\$1,500
8.	Registered Accessibility Specialist	\$3,200
9.	FF&E Design Services	\$27,250
10.	Detailed Cost Estimating Services	\$20,175
11.	Envelope Consultant Services	\$12,250
12.	Lump Sum for Reimbursable Expenses	\$32,750
	Total Basic Services Fees	\$532,725

1. Note: The above fees are based on the Community/Senior Center Facilities and associated site work at a budgeted Construction Only Cost (COC) of \$4.3M with a Total Project Cost (TPC) of approximately \$5.5M. Should the Construction Only Cost (COC) or Owner's Construction Budget be increased during the course of this project to exceed \$4.3M, RSA's fees shall at that time be increased at a fee percentage of 8.5% times the amount exceeding the \$4.3M COC at the time the City increases their budget or the COC. A final

adjustment to RSA's fees will be made at the end of the construction phase of the Project once the final construction cost is known.

#### **B. OPTIONAL ADDITIONAL SERVICES**

1. Optional Additional Services for the project shall be provided for the following lump sum fees when requested/agreed to by the Client.

a.	Structural Foundation (pier and beam or carton form foundation)	\$5,750
b.	Artwork and accessories design package	\$5,350

#### C. ADDITIONAL SERVICES

1. Additional Services for the project shall be provided at the following hourly rates or negotiated on a lump sum basis at the time they are required:

Founding Principal	\$300.00/hr.
Principal	\$275.00/hr.
Sr. Vice President	\$250.00/hr.
Vice President/PM	\$225.00/hr.
Project Architect	\$200.00/hr.
Staff Architect	\$185.00/hr.
Visualization Renderer	\$185.00/hr.
Interior Designer	\$185.00/hr.
Administrative	\$105.00/hr.
Consultants	Cost + 10%

#### VII. PROFESSIONAL REGISTRATION

The Texas Board of Architectural Examiners, 333 Guadalupe, Suite 2-350, Austin, Texas 78701-3942, phone: 512.305.9000, has jurisdiction over individuals licensed under the Architects' Registration Law, Article 249A, VTCS.

#### **VIII. TERMS AND CONDITIONS**

- A. This Proposal is valid for 90 days from the date at the top of the first page of this document unless included as an attachment to a fully executed purchase order and a fully executed AIA B104 2017 Owner Architect Agreement prior to that date.
- B. The City shall provide, and the Architect shall be entitled to rely upon the accuracy of: 1) a detailed boundary and topographic survey of the site with grades at 1 foot intervals; spot grades for top and bottom of curbs at 5' intervals, trees (caliper at 3' above grade, canopy size and species); above and below ground utilities locations including flow line elevations and capacities; surrounding streets and full width of ROW locations; 2 benchmarks tied to USGS surveys; and the location of all improvements on and adjacent to the site including the existing Senior Center and adjacent parking areas; 2) a geotechnical report with shallow and deep borings and recommendations for the design of the new slab, foundation and paving designs; and 3) reasonably accurate as-built construction documents of the existing Killeen Community Building RSA will be working on.
- C. The Owner acknowledges that all projects such as the one being contemplated are required by law to be submitted to the Texas Department of Licensing & Regulation for handicap accessibility review. The Architect will submit plans for the proposed project to TDLR for review. The Owner acknowledges that the construction documents are not complete until TDLR has approved them

- and any comments they require are incorporated even though construction may have begun and even be completed before comments are received. The Architect and his Consultants shall not be held financially responsible for changes to the project required by TDLR.
- D. The Owner acknowledges that RSA has no responsibility for the discovery of nor remediation of hazardous materials including, but not limited to, asbestos, PCP's, lead, etc. and that these are the responsibility of the Owner.

#### IX. EXCLUSIONS

The following items are specifically excluded from the Design Team's scope of work and this proposal:

- A. Geotechnical engineering services.
- B. Environmental, archaeological and historical assessment services required for the project.
- C. Site surveying (topographic and boundary with utilities information)
- D. Off-site paving, utilities and storm drainage system design services.

Randall Scott Architects appreciates the opportunity to submit the above Proposal and looks forward to continuing our design services with the City of Killeen on this important Project!

Thank you,

RANDALL SCOTT ARCHITECTS, INC.

andel 13. Satt, AIA

Randall B. Scott, AIA President & CEO

Existing City of Killeen Community/Senior Center

# **CERTIFICATE OF INTERESTED PARTIES**

FORM **1295** 

					1 of 1
	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	
1	Name of business entity filing form, and the city, state and count of business.  Randall Scott Architects, Inc.	ry of the business entity's place	2021-	icate Number: -702641	
2	Richardson, TX United States  Name of governmental entity or state agency that is a party to the being filed.	e contract for which the form is	<b>Date F</b> 01/04	Filed: 1/2021	
	City of Killeen, Texas		Date A	Acknowledged:	
3	Provide the identification number used by the governmental entit description of the services, goods, or other property to be provid 2019-554233 Architectural Services		the co		
4	Name of Interested Party	City, State, Country (place of busine	ess)	Nature of (check ap	
Sc	ott, Randall	Richardson, TX United States		Х	
5	Check only if there is NO Interested Party.				
	UNSWORN DECLARATION			-) - l · -	
		and my date of I		3   19   19	57
	My address is 2140 Lake Park Blvd * (street)		7, _ ate)	75 08 0 (zip code)	, USA . (country)
	I declare under penalty of perjury that the foregoing is true and correct				
	Executed in DALLAS County	, State of TEXAS , on the L	<u> </u>	ay of <u>JANUA</u> (month)	(year)
	DINA RENEE JOHNSON Notary ID #130172249 My Commission Expires March 30, 2023	Signature of authorized agent of cont	tracting	business entity	
	My Commission Expires March 30, 2023	Signature of authorized agent of cont (Declarant)	tracting	business entity	-



#### STAFF REPORT

**DATE:** January 19, 2021

**TO:** Kent Cagle, City Manager

FROM: Danielle Singh, Executive Director of Public Works

SUBJECT: Authorize a Professional Services Agreement with Randall Scott

Architects, Inc., in the amount of \$543,825 for the Killeen Community

and Senior Center Project.

#### **BACKGROUND AND FINDINGS:**

Killeen Community Center and Bob Gilmore Senior Center are located near the intersection of Veterans Memorial Blvd. and WS Young Drive. City Council previously approved a resolution (CCM/R#19-121R; attached as supporting document) awarding a professional services contract to Randall Scott Architects to perform a Needs Assessment and Conceptual Design Services. The assessment and concept plan study was completed in June 2020. The conceptual floor plan is attached as supporting document. City staff and consultant presented the concept plan to the senior community members and Senior Advisory Board accordingly and received positive feedback and approval. City staff and consultant also presented the concept plan and a virtual tour of the proposed facility to the City Council in August 2020 and obtained permission to proceed to the next phase. The Council presentation file is attached as supporting document.

This professional services agreement is for the design phase and necessary support services during construction phase. The design process includes the preparation of construction and bid documents. The scope of work also includes construction administrative services, which consist of assisting City with bid process, inspections, documentation, and project close-out.

Out of the total stated fee amount, \$532,725 is required for above mentioned services. Two optional additional services are included in the proposal: (1) Structural foundation design at the cost of \$5,750 if discovered that it is needed after construction has begun to better support the expansion of the outer walls, and (2) Artwork and accessories design package at the cost of \$5,350 should the Recreation Services Department decide to have this. Payment of optional additional services will depend on actual service to be provided based on necessity.

The scope of this phase does not include design and construction of the new gymnasium as delineated in the concept plan in the northeast of existing building. Subject of funding availability in future, design and construction of the new gymnasium can be completed in a subsequent phase.

#### THE ALTERNATIVES CONSIDERED:

Alternatives are -

- a. Alternative 1 Do not move forward with the project at this time.
- b. Alternative 2 Instruct staff to search for or to consider a different architectural consulting firm for the Professional Services Agreement.
- c. Alternative 3 Authorize a Professional Services Agreement with Randall Scott Architects, Inc.

#### Which alternative is recommended? Why?

Staff recommends alternative 3, which is to authorize the City Manager to execute a Professional Services Agreement with Randall Scott Architects, Inc. This recommendation is based on the necessity to complete the project as soon as feasible for the residents in the northern portion of the city and also due to the consulting firm's capability as well as familiarity with the existing facility as they have completed the preliminary assessment which included conceptual floor plan.

#### **CONFORMITY TO CITY POLICY:**

This item conforms to all applicable State and City policies.

#### **FINANCIAL IMPACT:**

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

The fee for the services is not to exceed \$543,825.

#### Is this a one-time or recurring expenditure?

This is a one-time expenditure.

#### Is this expenditure budgeted?

Funding for this project is available in the account 349-8930-493.69-01.

#### 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 Randall Scott Architects, Inc., in the amount of \$543,825 for the design and construction administration services of the Killeen Community and Senior Center project, and that the City Manager is expressly authorized to execute any and all changes within the amounts set by the state and local law.

# **DEPARTMENTAL CLEARANCES:**

Public Works Recreation Services Finance City Attorney

# **ATTACHED SUPPORTING DOCUMENTS:**

Agreement Conceptual Floor Plan Certificate of Interested Parties

#### **CONTRACT AMENDMENT**

No. <u>1</u>

Killeen Community and Senior Center Expansion and Renovation Project

This Amendment shall be made a part of the City of Killeen <u>Community and Senior Center Expansion and Renovation</u> Project Professional Services Agreement. This Contract was entered into on <u>January 26, 2020</u>, The change in the fee structure is as follows:

#### JUSTIFICATION:

#### 1. Contractual Agreement- Cost Escalation Clause:

As per the terms of the signed agreement, in the event of the owner (COK) increasing the cost of construction, the professional fee adjusted proportionally.

#### 2. Delayed procurement and Staffing Changes:

These delays in procurement were primarily due to significant staffing changes within the City's administration and resulted to a slow down in the project's progress.

#### 3. Deviation from industry Standard Fee:

A typical architect's fee stands at 15% of the total construction cost, which is the current fee is only at 8.5%.

Scope of Services	Phase	Present Contract Amount	Proposed Amendment #1	Subtotal
Total Contract Amount		\$543,825		\$543,825
Additional Services			\$390,631	\$390,631
	Total			\$923,356

Randall Scott Architects, Inc.	City of Killeen
By: Randal Scott, AIA	By: Kent Cagle
Signature Randol B ALAIA  Title: CEO FOUNDING PRINCIPAL	Signature:
Title: CEO / FOUNDING PRINCIPAL	Title: <u>City Manager</u>
Date: 8.2.23	Date:



April 7, 2023

Mr. Yul Eroy Project Manager – Engineering Division 3201-A S.W.S. Young Drive City of Killeen, Texas 76542 Mesquite, TX 75150

RE: ADDITIONAL SERVICES PROPOSAL (ASP) #1 –INCREASED CONSTRUCTION BUDGET AND TIME EXTENSION OF ARCHITECTURAL SERVICES FOR THE KILLEEN COMMUNITY AND SENIOR CENTER RENOVATIONS PROJECT

Yul,

Per RSA's recent discussions and email exchanges with yourself and Andrew Zagars regarding the Killeen Community and Senior Center Renovation project, it is RSA's understanding that the City is going to execute a Contract for Construction with HCS Inc. Commercial General Contractor for the Base Bid amount of \$6,848,435.00 plus all four of the following Add Alternates:

1.	Pickle Ball Courts -	\$162,500
2.	Covered Outdoor Seating -	\$118,200
3.	Dishwashing Equipment -	\$235,000
4.	Gymnasium Divider Curtain -	\$52,700
	<b>Total of Add Alternates Accepted</b>	\$568,400

Based on the numbers above, the new Construction Only Cost (COC) for the Project is \$7,416,835.

Per Paragraph VI PROFESSIONAL FEES of Exhibit "B" to the Owner Architect Agreement, "Should the Construction Only Cost (COC) or Owner's Construction Budget be increased during the course of the project to exceed \$4.3M, RSA's fees shall at that time be increased at a fee percentage of 8.5% times the amount exceeding the \$4.3M COC at the time the City increases their budget or COC." Based on the new COC amount of \$7,416,835.00, RSA's fees are to be increased in the amount of \$7,416,835 - \$4,300,000 =  $$3,116,835 \times 8.5\% = $264,931$ .

In addition to the COC increase, per Paragraph 4.2.4 of the Owner Architect Agreement; "If the services covered by this Agreement have not been completed within 24 (twenty-four) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services." The Owner Architect Agreement is dated February 2, 2021. As of the date of this letter, it is April of 2023, two months after the original 2 year completion date in the contract. Per the contract, all Architectural Services provided beyond February 2, 2023 constitute Additional Services.

The bids for this Project were recently scheduled for December 8, 2022. Due to the fact that no bids were received on the original bid date, the City made the decision to re-advertise and rebid the project. HCS's bid

Page 2

was received on March 16, 2023, more than three (3) months after the original bid date and past the February 2, 2023 two year contract time.

HCS General Contractor's bid states that the Work shall be fully complete within 400 calendar days from receiving Notice To Proceed. Assuming the City issues Notice to Proceed to HCS on April 12, 2023, the date for Substantail Completion would be **May 16, 2024.** RSA estimates the average cost for Additional Services for the time extension during which the project was delayed as \$8,500 per month x 14 months for a Total of \$119,000.

Additionally, RSA has received notice from suppliers that some of the finish products originally specified for this project will be unavailable by the time HCS is prepared to order them for the project. Therfore, Additional Services for the reselection of the products will be required. At this time, RSA anticipates that the following finish products will need to be reselected:

- 1. Several ceramic tile finishes (the original manufacturer Interceramic recently notified the design profession they are going out of business)
- 2. Wall coverings
- 3. Other miscellaneous finishes that will need to be confirmed and reselected during the construction and submittal process due to the project delays.

The total time required for reselection of these products is anticipated to be:

	<b>Total Fees for Resele</b>	ection of Finish Products	\$6,700.
•	Interior Designer	15 Hours @ \$185/Hr. =	<u>\$2,775.</u>
•	Project Architect	5 Hours @ \$200/Hr. =	\$1,000.
•	Project Manager	5 Hours @ \$225/Hr. =	\$1,125.
•	Principal	6 Hours @ \$300/Hr. =	\$1,800.

In summary, our ASP # 1 request based on our Febrary 2, 2021 Agreement with the City of Killeen would be as follows:

Additional Fees due to \$3,116,835 increase in the Construction Only Cost	\$264,931
Extension of Contract Time for 14 months of CA phase services	\$119,000
Additional Service Fees for Product Reselection	<u>\$6,700</u>
Total ASP # 1 Additional Fee Request	\$390,631

Please let me know if you have any questions or require any additional information in order to approve RSA's request for Additional Services as identified herein. Thank you, I look forward to hearing from you!

Daniel C. Brantner, AIA Sr. Vice President

niel C. Brout

cc: Andrew Zagars
Randall Scott
Preston Scott

# CERTIFICATE OF INTERESTED PARTIES **FORM 1295** 1 of 1 OFFICE USE ONLY 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. **CERTIFICATION OF FILING** Name of business entity filing form, and the city, state and country of the business entity's place Certificate Number: of business. 2023-1057135 Randall Scott Architects, Inc. Date Filed: Plano, TX United States 08/08/2023 2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed. Date Acknowledged: City of Killeen, Texas 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. 2019-554233 Architectural Services Nature of interest Name of Interested Party City, State, Country (place of business) (check applicable) Controlling Intermediary Plano, TX United States X Scott, Randall 5 Check only if there is NO Interested Party. **6 UNSWORN DECLARATION** \_\_\_\_\_, and my date of birth is 3.19.57I declare under penalty of perjury that the foregoing is true and correct. Executed in (year) CHRISTINA AMY VELASQUEZ Notary Public, State of Texas Comm. Expires 02-19-2025

Notary ID 132935485

Signature of authorized agent of contracting business entity (Declarant)

# CONTRACT AMENDMENT NO. 1 COMMUNITY SENIOR CENTER

# Background

- 2019 Randall Scott was hired to perform a needs assessment and conceptual design for a Community and Senior Center project.
- On January 19, 2021, Randall Scott Architects was awarded a professional services agreement for the design and construction support for the Community and Senior Center Expansion and Renovation Project in the amount of \$543,825.00.
- On March 16, 2023, the City received bids for the construction of the Community and Senior Center Expansion and Renovation Project in the amount of \$7,416,835.00 by HCS Inc. On May 9, 2023, council awarded the contract.

 Randall Scott Architects has made a contract amendment request in the amount of \$390,631.00 including:

- \$264,931 for Construction Cost Escalation
- \$119,000 for Additional Services for extension of CA services
- \$6700 for Product reselection services

Staff reviewed the request and has found the total requested amount with the approved contract to be consistent with other design contract amounts and project delays experienced. The City Council has two (2) alternatives. The Council may:

- Do not approve the amendment. Doing so would pose the threat of not fulfilling the contractual requirements with the consultant and possibly delay needed construction support for the project.
- Approve Amendment No. 1 to the agreement with Randall Scott Architects Inc. in the amount of \$390,631.00 for the Community Center Expansion and Renovation Project.

5

 Staff recommends alternative 2, to approve Amendment No. 1 to the agreement with Randall Scott Architects Inc. in the amount of \$390,631.00 for the Community Center Expansion and Renovation Project. Staff reviewed the request and found the total adjusted contract amount would be within the expected percentages based on the original estimated cost. The requested time due to the delays encountered during this project including delay of obtaining survey information and other project delays is also justified.



# City of Killeen

#### **Staff Report**

File Number: RS-23-134

Consider a memorandum/resolution authorizing the Routeware, Inc. hardware upgrade for Solid Waste collection vehicles in an amount not to exceed \$180,384.

DATE: September 5, 2023

TO: Kent Cagle, City Manager

FROM: Jeffery Reynolds, Executive Director of Public Works

SUBJECT: Routeware, Inc. Hardware Upgrade for Solid Waste Collection Vehicles

#### **BACKGROUND AND FINDINGS:**

On November 10, 2015, City Council authorized the award of a contract to Routeware, Inc. to implement hardware and software technology in all 42 heavy duty and 12 light duty Solid Waste vehicles. Routeware is a premium service optimization company that specializes in the solid waste industry.

Routeware's innovative products and services increase driver productivity and reduce direct costs. Routeware has allowed the Solid Waste Division to avoid paper-based routing methods, vehicle communications, and avoid manual data processing of operational information. savings and efficiencies because of reduced idle time, and decreased vehicle wear. Also, Solid Waste received fewer callbacks simultaneously receiving a higher capture of overages via overloaded container fees, missed pickup fees, and bulk charges. This initiative will allow continued efficiencies, lead to better support, and contribute to estimated cost savings per truck of \$25 to \$30 per day per route.

Routeware is a cost-effective, proven solution currently used by the City of Killeen, as well as, many other cities, including San Diego, California and Waco, Texas. The Solid Waste Division estimates this product will continue to reduce expenses, while significantly increasing the quality of service we provide to the citizens and businesses of Killeen.

Effective June 2024, Routeware will no longer offer support for the Windows Surface tablets that are currently utilized by the City and will be transferring to an Android tablet. With the City upgrading the hardware at this time, we are able to receive the newest version of Android tablets; Android 13, rather than the Android 10. Additionally, Information Technology is working with Routeware to develop the ability to input charges directly into the tablet removing the need for paper charges to be done and entered separately. With the purchase of 57 tablets, this will ensure that all Solid Waste vehicles will have Routeware available.

The cost of the hardware upgrade and additional hardware will be in an amount not to exceed

\$180,384, which includes removal of the 42 current tablets, installation of the new hardware in all Solid Waste vehicles, and travel expenses. The additional \$1,381.50 for Support Fees included on the Order Form, which is attached to the Letter of Agreement, is not an upfront cost incurred by this requested authorization but will be added to subsequent quarterly billing invoices once the hardware has been installed.

#### **THE ALTERNATIVES CONSIDERED:**

- 1. Do not authorize the purchase of new hardware from Routeware, Inc., which would eliminate the use of Routeware in Solid Waste collection vehicles.
- 2. Authorize the purchase of new hardware for all Solid Waste collection vehicles in an amount not to exceed \$180,384.

#### Which alternative is recommended? Why?

Alternative two is recommended to meet the department's mission and allow Solid Waste to continue providing service that is second to none, while providing leadership with the ability to track service operations remotely.

#### **CONFORMITY TO CITY POLICY:**

Purchases for the hardware is done through the Sole Source based on standardization of services.

#### **FINANCIAL IMPACT:**

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

The expenditure for FY 2023 is an amount not to exceed \$180,384.

Is this a one-time or recurring expenditure?

One-time

#### Is this expenditure budgeted?

Yes, there is currently \$125,000 allocated in the Solid Waste CIP Fund account 388-8934-493.61-40 and an additional \$60,000 is included in the budget amendment pending City Council approval.

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 budget amendment.

#### **RECOMMENDATION:**

Authorize the City Manager, or his designee, to execute an agreement with Routeware, Inc. in an

amount not to exceed \$180,384 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 Sole Source Form

#### LETTER OF AGREEMENT

This is a Letter of Agreement ("Agreement") between the City of Killeen ("City") and Routeware, Inc. ("Contractor"); collectively, the "Parties".

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

<u>Scope of Agreement.</u> The purpose of this Agreement is to enlist the services of the Contractor to:

Provide the equipment and services as stated on the order form attached (Attachment A). (the "Project").

<u>Term of Agreement.</u> This Agreement shall become effective on the date that the last required signature is affixed and shall automatically terminate after 365 days.

<u>Consideration.</u> Contractor agrees to provide the services stated above:

	_ at the rate of \$	per hour;	
X	for the lump sur	n payment not to exceed \$ 180,384; or	
	_ progress payme	nts in the total amount not to exceed \$	

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

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

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

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

Worker's Compensation Statutory

Automobile Liability \$500,000 Combined single Limit for each accident

(Bodily injury and property damage).

General Liability \$1,000,000 each occurrence (Bodily injury and property

damage).

Professional Liability \$1,000,000 general aggregate.

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

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

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

<u>Termination</u>. This Agreement may be terminated by either party for cause upon thirty (30) calendar days' written notice, provided such cause cannot be reasonably cured within such thirty (30) day period.

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

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

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

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

<u>Contract Verification</u>. Texas law provides that a governmental entity may not enter into contracts over for goods and services valued at \$100,000 or more with a company that employs at least 10 full-time employees unless the company provides written verification regarding aspects of the company's business dealings.

- Texas Government Code, Chapter 2271 Contractor 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 Contractor 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 Contractor 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. Discriminate, firearm entity and firearm trade association are defined in Government Code Chapter 2274.

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

**SIGNED, ACCEPTED, AND AGREED** to by the undersigned Parties, on the dates indicated, who acknowledge that they have read and understand this Agreement and that the Agreement is issued in accordance with local, State, and Federal laws, and the undersigned Parties hereby execute this legal document voluntarily and of their own free will.

City		Contractor	
Kent Cagle	Date	Name:	Date
City Manager		Title:	



### Order Form

 Order #:
 Q-05595-1

 Term:
 36 Months

 Date:
 8/10/2023

 Expires On:
 9/30/2023

#### **Routeware Global**

16525 SW 72nd Ave Portland, Oregon 97224 United States

Phone: (503) 906-8500 Fax: (503) 906-8544 Email: info@routeware.com

#### Ship To

Rebecca Bright
City of Killeen - TX
Solid Waste Dept
2003 Little Nolan Rd
Killeen, Texas 76542
United States
(254) 501-6376
rbright@killeentexas.gov

Bill To City of Killeen - TX 2003 Little Nolan Rd Killeen, Texas 76542 United States

SALESPERSON	PHONE	EMAIL	PAYMENT TERMS
Cable Hogue	(479) 659-1635	chogue@routeware.com	Net 10

#### Statement of Confidentiality & Non-Disclosure

This document contains proprietary and confidential information. All information and data submitted to City of Killeen - TX is provided in reliance upon its consent not to use or disclose any information contained herein except in the context of its business dealings with Routeware Global. The recipient of this document agrees to inform present and future employees of City of Killeen - TX who view or have access to its content of its confidential nature. The recipient agrees to instruct each employee that they must not disclose any information concerning this document to others except to the extent that such information is generally known to, and is available for use by, the public. The recipient also agrees not to duplicate or distribute or permit others to duplicate or distribute any material contained herein without Routeware Global's express written consent.

Routeware Global retains all title, ownership and intellectual property rights to the material and trademarks contained herein, including all supporting documentation, files, marketing materials, and multi-media.

BY ACCEPTANCE OF THIS DOCUMENT THE RECIPIENT AGREES TO BE BOUND BY THE AFOREMENTIONED STATEMENT

# **Software**

PRODUCT	UNIT	QTY	UNIT PRICE	EXTENDED
Perpetual License Transfer from Windows to Android	Each	42.00	USD 0.00	USD 0.00
Perpetual OBC Software License	Each	13.00	USD 1,500.00	USD 19,500.00
			Software TOTAL:	USD 19,500.00

### Hardware

PRODUCT	UNIT	QTY	UNIT PRICE	EXTENDED
Camera Controller (Camera Not Included)	Each	45.00	USD 475.00	USD 21,375.00
Standard HD Camera for Camera Controller with Cable	Each	45.00	USD 90.00	USD 4,050.00
Monitor for Camera Controller	Each	3.00	USD 40.00	USD 120.00
Camera Power Kit	Each	45.00	USD 38.00	USD 1,710.00
XtremPro USB-F Jitter-bug Improved USB Digital Noise Filter Audio Playback	Each	42.00	USD 22.00	USD 924.00
Adjustable Flexible USB 2.0 Male to Female Extension Plug/Socket Adapter Cable	Each	42.00	USD 1.90	USD 79.80
Heavy Duty Tablet 10" Pro4 Tablet with Full Install Kit (Android TA4PRO)	Each	57.00	USD 825.00	USD 47,025.00
			Hardware TOTAL:	USD 75,283.80

# **Services**

PRODUCT	UNIT	QTY	UNIT PRICE	EXTENDED
Camera System Installation	Each	45.00	USD 380.00	USD 17,100.00
Vehicle Uninstall	Each	42.00	USD 300.00	USD 12,600.00
Vehicle Installation	Each	55.00	USD 380.00	USD 20,900.00
			Services TOTAL:	USD 50,600.00

# Support Fees These are recurring fees that will be added to the quarterly billing.

PRODUCT	UNIT	QTY	UNIT PRICE	EXTENDED
OBC Support Fee - Spare	Per Month	2.00	USD 77.50	USD 155.00
OBC Support Fee	Per Month	13.00	USD 77.50	USD 1,007.50
Cellular Data Charge (RD)	Per Month	13.00	USD 15.00	USD 195.00

PRODUCT	UNIT	QTY	UNIT PRICE	EXTENDED
Picture Service Fee	Per Month	3.00	USD 8.00	USD 24.00
		Suj	pport Fees TOTAL:	USD 1,381.50

#### Payment Terms -

Hardware and Software: 100% due upon execution and prior to shipment Support Fees: Due quarterly in advance per Support Plan terms and conditions 100% of the upfront order total is due upon execution and prior to delivery

Additional Terms -

Travel and Expenses Estimate = \$33,500

Freight Expenses Estimate = \$1,500

#### **Additional Terms:**

IMEI numbers of the units being replaced:

```
      353021100318087
      -
      353021100070399
      -
      353021100317535

      001102000459837
      -
      353021100316701
      -
      353021100422947

      353021100110443
      -
      353021100316891
      -
      353021100433498

      353021100317626
      -
      353021100423762
      -
      353021101513918

      353021101878519
      -
      353021101875671
      -
      353021101874922

      353021101878923
      -
      353021101878493
      -
      353021101878915

      353021101873296
      -
      353021101875648
      -
      353021101872629

      353021101875721
      -
      353021101870904
      -
      353021101875770

      353021101874914
      -
      353021101873288
      -
      353021101878337

      353021101875754
      -
      353021101876893
      -
      353021101878063

      353021101870607
      -
      353021101871332
      -
      353021101872066
```

#### **Additional Terms:**

Two (2) units on this order will be used as spare units and Customer must contact Routeware to have the units activated once needed. At that time, activation for the units being replaced will be suspended. Applicable Software and/or Support Fees at then-current rates will apply immediately if/when spare units are deployed as new units, as opposed to replacements for existing units.

#### **Terms & Conditions Information**

This Order and all products and services herein are subject to and limited to the terms and conditions located at https://www.routeware.com/Clients. Any purchase orders issued in response to this Order, will be deemed acceptance of such terms.

https://www.routeware.com/Clients Password: RWClient1!

Prices are exclusive of any federal, state, or local taxes. The customer is responsible for all federal, state, and local taxes.

This system requires a specific server to operate Routeware software, which may need to be purchased separately. This system requires cellular connectivity for each vehicle which may need to be purchased separately. If route sequencing by Routeware is a requirement, additional professional services fees may apply. On-Board Computer software is sold as a perpetual license, allowing the license to be activated on replacement hardware. Any lapse in support voids perpetual license.

Pricing does not include freight cost or travel expenses, which will be invoiced as they are incurred.				

## City of Killeen - TX

Signature:	Date:	
Name (Print):	Title:	
Routeware Global		
Signature:	Date:	
Name (Print):	Title:	
Please sign and email to Cable Hogue at chogue@routeware.com or fax	to (503) 906-8544	
Reviewed By:		



## Heavy Duty 10" Pro Android

The rugged heavy duty (HD) 10" pro Android tablet brings seamless workflow to industrial environments. MIL-STD-810H-certification and IP68\* rating, along with the IP68-rated S Pen, all together means your team will be productive regardless of the elements. The HD tablet features a large screen, for easier visibility and functionality, even with gloved hands. And with LTE & 5G, your team will always be connected.



### **Tablet Specification**

IP Rating	IP68*			
Mil Spec Rating	MIL-STD-810H			
CPU/Processor	2.4GHz, 1.8GHz Octa-Core			
Speed/Type	1920 x 1200 (WUXGA)			
Main Display Size	10.1"			
S Pen Support	Yes			
Camera Resolution (Front)	8.0 MP			
Camera Resolution (Rear)	13.0 MP			
Internal Memory	64GB Storage, 4GB RAM			
External Memory Support	MicroSD (Up to 1TB)			

WiFi	802.11 a/b/g/n/ac/ax 2.4G+5GHz,HE80,MIMO,1024-QAM
USB	USB 3.2 Gen 1
Bluetooth	Bluetooth v5.2 NFC (eSE)
Ant+	Yes
GPS	GPS, Glonass, Galileo, Beidou, QZSS
Earjack	3.5mm Stereo
Operating System	Android 13

### Cradle Specification

- · High strength composite material
- Protective skin combines a hard plastic shell with soft, shock-absorbing rubber
- Key-locking powered dock
- Uses the "C" sized RAM Mount hardware
- USB Type-C fast charging through dock or through tablet skin when undocked
- Dual USB Type-A for peripheral connection

<sup>\*</sup> What does IP68 mean? Water and dust proof connectivity products are defined by Ingress Protection (IP) numbers. The first digit after IP indicates the part's protection against solid objects like dust and sand. This number can range from 0 (no protection) to 6 (indicating 100% protection). The second digit after IP indicates the part's protection against liquids. It ranges from 0 to 8. IP68 equipment is most commonly found in the connectivity market. It is 100% protected against solid objects like dust and sand, and it has been tested to work for long periods of time immersed in water under pressure.

# Purchasing Division Procurement Routing Slip

#### Directions:

- 1. Review the attached item.
- 2. Make any necessary changes.
- 3. Initial and date the designated boxes that apply.
- 4. Forward to the next office on the routing slip.
- 5. Please return this routing slip and attachments to Purchasing after all parties have reviewed.

ORIGINATOR	Jeffery Reynolds				
DEPARTMENT	Public Works				
ITB/RFP/RFQ # (include timeline)					
Document Name: SOLE SOURCE (\$185,000)					
Routeware, Inc.					

08/08/23	Date Received	Reviewed No Changes	Reviewed See Changes	Date Forwarded	Other	
Department Head initials verified						
Procurement Office	08/08/23	Lorianne Digitally signed by Lorianne Luciano Date: 2023.08.09 Luciano 10:48:27-05'00'		08/09/23		
Finance Office	08/09/23	Digitally signed by Miranda Drake Date: 2023.08.16 21:26:50 -05'00'		08/19/2023		
City Attorney Office		Holli Digitally signed by Holli Clements Clements Date: 2023.08.17 08:40:14 -05:00				
Signature Authority:						
City Manager		Kent Digitally signed by Kent Cagle Date: 2023.08.17 11:09:32 -05'00'				
Assistant City Manager						
Finance Director						
Department:		Willie Resto Date: 2023.08.09 15:11:27 -05'00'				
Purchasing Office (Return routing slip and a copy of all documents.)						
NOTES:  - All parties sign the routing slip - All parties initial/sign the memo -EDIF sign department line of routing slip - EDF approve/disapparove the sole source and sign page 4 - CA approve/disapparove the sole source and sign page 4 - CM approve/disapparove the sole source and sign page 4						
DISPOSITION STATEMENT:						

Revised 12/3/2019



## INTEROFFICE MEMORANDUM

To: Kent Cagle, City Manager

VIA: Holli Clements, City Attorney hace

Judith Tangalin, Executive Director of Finance

Lorianne Luciano, Director of Procurement & Contract Management LL

Andrew Wallander, Assistant City Attorney (PW) AJW

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

**DATE:** AUGUST 8, 2023

SUBJECT: SOLE SOURCE ROUTEWARE, INC.

Public Works is requesting a Sole Source be approved for Routeware, Inc. to keep standardization of services. Routeware, Inc. has been utilized in Solid Waste collection vehicles since 2015, aiding in a reduction in the number of customer services calls. The system allows supervisory staff to track vehicle location, speed, and driver events. Currently, there are tablets in the vehicles that run on a windows operating system and Routeware is moving to an android system as it interacts on a higher level with the cloud-based system. An upgrade to the vehicle equipment is necessary to ensure we continue providing quality of service to our customers and continue with accountability of our drivers. Information Technology is also working with Routeware to create a charging system that will tie into our system for various charges (i.e. overloaded container, bulk, etc.). Remaining with Routeware will allow for integration and continued support with the service agreement that is currently in place. The equipment upgrade was approved during the budget process to be handled in the FY23 budget instead of FY24. Currently, there is \$125,000 available in account 388-8934-493.61-40; with an additional \$60,000 through a budget amendment set to be discussed at the September 5<sup>th</sup> Council Workshop. The total amount of funds will be in an amount not to exceed \$185,000.

The City Manager's signature is requested on page 4 of this document packet, upon approval of City Council. This item is currently routing through Legistar as item no. TMP-23-438, Routeware Hardware Upgrade for Solid Waste Collection Vehicles.

Jeffery L. Reynolds

Digitally signed by Jeffery L. Reynolds DN: cn=Jeffery L. Reynolds, o=City of Killeen, ou, email=;reynolds@killeentexas.gov, c=US—Date: 2023.08.08 14:51:32 -05'00'

SIGN HERE

INITIAL HERE

Jeffery Reynolds

**Executive Director of Public Works** 



#### Sole/Single Source Form

Complete one form for each sole/single source expenditure as it applies and attach a sole source letter from the vendor. All forms are valid for one (1) year from approval date unless specified by Purchasing below. Request \$50,000 and greater will be routed to all signature parties and requires City Council approval prior to the purchase.

Return completed forms to Purchasing at Purchasing@killee	ntexas.gov.		
Department/Division: Public Works/Solid Waste	Requestor Name: Micheal L	ollar	
Vendor Name: Routeware, Inc.	Cost: \$ 185,000.00	Date: <u>08</u>	/08/2023
Check each box that applies to your sole/single source purchase:			
<ul><li>Items available from only one source because of patents, co manuscripts, or books.</li><li>Gas, water, or other utility services (Letter from vendor not</li></ul>		natural monopoli	es. Films,
✓ Captive replacement parts or components for equipment.	required		
Books, papers, and other library materials for a public library exclusive distribution rights to the materials.	/ available only from the perso	ns holding	
Management services provided by a non-profit organization	•	zoo, or other	
facility to which the organization has provided significant fin			
<ul><li>☐ Annual maintenance for software and equipment the City al</li><li>☐ Single source because of standardization, warranty, or other</li><li>☐ Other</li></ul>	· · · · · · · · · · · · · · · · · · ·		
Describe in detail the product and/or service to be procured and how public Works is requesting a Sole Source be approved for Routeware, Inc. Rout 1015; aiding in a reduction in the number of customer services calls. The system of the customer services calls are tablets in the vehicles that run on a windows operanteracts on a higher level with the cloud based system. An upgrade to the vehicustomers. Information Technology is also working with Routeware to create a severloaded container, bulk, etc.). Remaining with Routeware will allow for inturrently in place. The equipment upgrade was approved during the budget products of the product of the	ateware, Inc. has been utilized in S or allows supervisory staff to track ting system and Routeware is mov- icle equipment is necessary to ensu- a charging system that will tie into regration and continued support wi	c vehicle location, sing to an android sure quality of servic our system for var th the service agreed dget in an amount	speed, and driver system as it ce to our rious charges (i.e. ement that is
Purchasing division justification:			
This purchase is to upgrade the operating system on the tablets currently used operating system and need to be upgraded to an android system in order for the capability.			
Director of Procurement Signature: Lorianne Luciano Digitally Date: 20	signed by Lorianne Luciano 23.08.09 10:39:20 -05'00'	<b>✓</b> Approved	Disapproved
	Expiration	Date: <u>08/16/20</u> 2	24

Executive Director of Finance Signature:		Misura D. Doka		Digitally signed by Miranda Drake Date: 2023.08.16 09:35:12 -05'00'		Approved	Disapproved	
Comments:  City Attorney Signature:  Comments:	Holli Cler	nents		y signed by Holli Cle 023.08.17 08:39:37		<b>√</b> Approved	☐ Disapproved	
City Manager Signature:	Kent Cag	le	Λ Ο .	/ signed by Kent Cag		Approved	Disapproved	

Comments:

Rev. 5/25/21 (2 of 2)**80** 



### Order Form

 Order #:
 Q-05305-1

 Term:
 36 Months

 Date:
 6/22/2023

 Expires On:
 9/22/2023

#### **Routeware Global**

16525 SW 72nd Ave Portland, Oregon 97224 United States

Phone: (503) 906-8500 Fax: (503) 906-8544 Email: info@routeware.com

Ship To

Rebecca Bright
City of Killeen - TX
Solid Waste Dept
2003 Little Nolan Rd
Killeen, Texas 76542
United States
(254) 501-6376
rbright@killeentexas.gov

Bill To City of Killeen - TX 2003 Little Nolan Rd Killeen, Texas 76542 United States

SALESPERSON	PHONE	EMAIL	PAYMENT TERMS
Cable Hogue	(479) 659-1635	chogue@routeware.com	Net 10

#### Statement of Confidentiality & Non-Disclosure

This document contains proprietary and confidential information. All information and data submitted to City of Killeen - TX is provided in reliance upon its consent not to use or disclose any information contained herein except in the context of its business dealings with Routeware Global. The recipient of this document agrees to inform present and future employees of City of Killeen - TX who view or have access to its content of its confidential nature. The recipient agrees to instruct each employee that they must not disclose any information concerning this document to others except to the extent that such information is generally known to, and is available for use by, the public. The recipient also agrees not to duplicate or distribute or permit others to duplicate or distribute any material contained herein without Routeware Global's express written consent.

Routeware Global retains all title, ownership and intellectual property rights to the material and trademarks contained herein, including all supporting documentation, files, marketing materials, and multi-media.

BY ACCEPTANCE OF THIS DOCUMENT THE RECIPIENT AGREES TO BE BOUND BY THE AFOREMENTIONED STATEMENT

### **Software**

PRODUCT	UNIT	QTY	UNIT PRICE	EXTENDED
Perpetual License Transfer from Windows to Android	Each	42.00	USD 0.00	USD 0.00
Perpetual OBC Software License	Each	13.00	USD 1,500.00	USD 19,500.00
			Software TOTAL:	USD 19,500.00

### Hardware

PRODUCT	UNIT	QTY	UNIT PRICE	EXTENDED
Heavy Duty Tablet 10" Pro Tablet with Full Install Kit (Android)	Each	57.00	USD 825.00	USD 47,025.00
Camera Controller (Camera Not Included)	Each	45.00	USD 475.00	USD 21,375.00
Standard HD Camera for Camera Controller with Cable	Each	45.00	USD 90.00	USD 4,050.00
Monitor for Camera Controller	Each	3.00	USD 40.00	USD 120.00
Camera Power Kit	Each	45.00	USD 38.00	USD 1,710.00
XtremPro USB-F Jitter-bug Improved USB Digital Noise Filter Audio Playback	Each	42.00	USD 22.00	USD 924.00
Adjustable Flexible USB 2.0 Male to Female Extension Plug/Socket Adapter Cable	Each	42.00	USD 1.90	USD 79.80
			Hardware TOTAL:	USD 75,283.80

### **Services**

PRODUCT	UNIT	QTY	UNIT PRICE	EXTENDED
Vehicle Installation	Each	55.00	USD 380.00	USD 20,900.00
Camera System Installation	Each	45.00	USD 380.00	USD 17,100.00
Vehicle Uninstall	Each	42.00	USD 300.00	USD 12,600.00
			Services TOTAL:	USD 50,600.00

## **Support Fees**

PRODUCT	UNIT	QTY	UNIT PRICE	EXTENDED
OBC Support Fee	Per Month	13.00	USD 77.50	USD 1,007.50
Cellular Data Charge (RD)	Per Month	13.00	USD 15.00	USD 195.00

PRODUCT	UNIT	QTY	UNIT PRICE	EXTENDED
OBC Support Fee - Spare	Per Month	2.00	USD 77.50	USD 155.00
		Suj	pport Fees TOTAL:	USD 1,357.50

#### Payment Terms -

Hardware and Software: 100% due upon execution and prior to shipment Support Fees: Due quarterly in advance per Support Plan terms and conditions

#### Additional Terms -

Travel and Expenses Estimate = \$30,000

Freight Expenses Estimate = \$1,500 100% of the upfront order total is due upon execution and prior to delivery

#### **Additional Terms:**

IMEI numbers of the Forty-Two (42) units being replaced:

353021100318087	353021101738879	353021101870904
353021100070399	353021101878519	353021101872116
353021100317535	353021101875671	353021101874914
001102000459837	353021101874922	353021101873288
353021100316701	353021101878923	353021101878337
353021100422947	353021101878493	353021101879038
353021100110443	353021101878915	353021101876166
353021100316891	353021101878675	353021101874070
353021100433498	353021101875648	353021101875754
353021100317626	353021101872629	353021101876893
353021100423762	353021101873296	353021101878063
353021101513918	353021101879293	353021101870607
353021100846277	353021101875770	353021101871332
353021101746930	353021101875721	353021101872066

#### **Additional Terms:**

Two (2) units on this order will be used as spare units and Customer must contact Routeware to have the units activated once needed. At that time, activation for the units being replaced will be suspended. Applicable Software and/or Support Fees at then-current rates will apply immediately if/when spare units are deployed as new units, as opposed to replacements for existing units.

#### **Terms & Conditions Information**

This Order and all products and services herein are subject to and limited to the terms and conditions located at https://www.routeware.com/Clients. Any purchase orders issued in response to this Order, will be deemed acceptance of such terms.

https://www.routeware.com/Clients Password: RWClient1!

Prices are exclusive of any federal, state, or local taxes. The customer is responsible for all federal, state, and local taxes.

This system requires a specific server to operate Routeware software, which may need to be purchased separately. This system requires cellular connectivity for each vehicle which may need to be purchased separately. If route sequencing by Routeware is a requirement, additional professional services fees may apply.

On-Board Computer software is sold as a perpetual license, allowing the license to be activated on replacement hardware. Any lapse in support voids perpetual license.

Pricing does not include freight cost or travel expenses, which will be invoiced as they are incurred.	

## City of Killeen - TX

Reviewed By:

Signature:	Date:	
Name (Print):	Title:	
Routeware Global		
Signature:	Date:	
Name (Print):	Title:	
Please sign and email to Cable Hogue at chogue@routeware.com or fax	to (503) 906-8544	

### **CERTIFICATE OF INTERESTED PARTIES**

FORM **1295** 

				1011
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 CERTIFICATION	
1	Name of business entity filing form, and the city, state and country of the business entity's place of business.		Certificate Number: 2023-1058476	
	City of Killeen			
	Killeen, TX United States		Date Filed:	
2	Name of governmental entity or state agency that is a party to th	e contract for which the form is	08/10/2023	
	being filed. City of Killeen		Date Acknowledged:	
3		ovide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a scription of the services, goods, or other property to be provided under the contract.		
	Q-05595-1			
	Integrated Technology solutions for the waste and recycling in	ndustry		
4	News of Internal Law	City State Committee	Nature of	
	Name of Interested Party	City, State, Country (place of busin	·	
			Controlling	Intermediar
_				
_				
_				
5	Check only if there is NO Interested Party.			
6	UNSWORN DECLARATION			
	My name is	, and my date of	birth is	·
	My address is		,	.,
	(street)		tate) (zip code)	(country)
	I declare under penalty of perjury that the foregoing is true and correct	at.		
	Executed inCounty	y, State of, on the	day of	, 20
			(month)	(year)
		Signature of authorized agent of con	tracting business entity	



ROUTEWARE HARDWARE UPGRADE FOR SOLID WASTE VEHICLES

- 2
- Routeware system provides many useful services to include; the ability to capture photos and GPS tracking allowing for supervisory staff to track vehicle location, speed and driver events (skips, pickups, landfill trips).
- □ Routeware has been used in the City of Killeen Solid Waste vehicles since 2015.
- Solid Waste has experienced a reduction in the number of customer service calls and has allowed for professional resolution for disputed charges.

businesses of Killeen.

The Solid Waste Division believes this product will continue to increase the quality of services provided to the citizens and

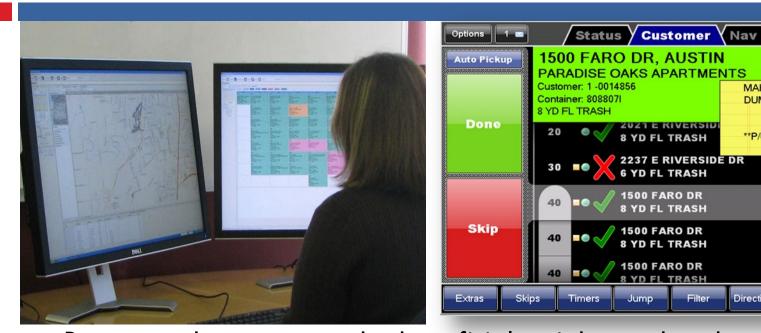
- □ Effective June 2024, Routeware will no longer support the Windows Surface Tablets that are currently utilized by the city, as they are moving to an Android based system.
- The purchase of 57 Android-13 tablets will ensure Routeware capabilities are available in all collection vehicles.

## Solid Waste Services



 Over 50,000 residential customers and approximately 3,000 commercial customers are serviced each week.

## Benefits



Routeware has proven to be beneficial as it has reduced costs, improved customer service, and provides real time data with reporting abilities to management.

MAKE SURE TO PUT

DUMPSTER BACK IN

**ENCLOSURE** 

\*\*P/U BEFORE 8AM\*\*

Directions

Road Impass

Extra Qty: 1

- 4
- □ Do not authorize the purchase of new hardware from Routeware, Inc., which would eliminate the use of Routeware come June 2024.
- Authorize the purchase of new hardware for 55 Solid Waste collection vehicles in an amount not to exceed \$180,384.

## Recommendation

Authorize the City Manager, or his designee, to execute an agreement with Routeware, Inc. in the amount of \$180,384 and authorize the City Manager, or his 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-23-135

Consider a memorandum/resolution approving a negotiated settlement between the Atmos Cities Steering Committee and Atmos Energy regarding the 2023 Atmos Rate Review Mechanism Filing.

DATE: September 5, 2023

TO: Kent Cagle, City Manager

FROM: Holli Clements, City Attorney

SUBJECT: Negotiated Settlement for 2023 Atmos Rate Review Mechanism Filing

#### **BACKGROUND AND FINDINGS:**

The City, along with 181 other Mid-Texas cities served by Atmos Energy Corporation, Mid-Tex Division ("Atmos Mid-Tex" or "Company"), is a member of the Atmos Cities Steering Committee ("ACSC"). In 2007, ACSC and Atmos Mid-Tex settled a rate application filed by the Company pursuant to Section 104.301 of the Texas Utilities Code for an interim rate adjustment commonly referred to as a GRIP filing (arising out of the Gas Reliability Infrastructure Program legislation). That settlement created a substitute rate review process, referred to as Rate Review Mechanism ("RRM"), as a substitute for future filings under the GRIP statute.

Since 2007, there have been several modifications to the original RRM Tariff. The most recent iteration of an RRM Tariff was reflected in an ordinance adopted by ACSC members in 2018. On or about March 31, 2023, the Company filed a rate request pursuant to the RRM Tariff adopted by ACSC members. The Company claimed that its cost-of-service in a test year ending December 31, 2022, entitled it to additional system-wide revenues of \$165.9 million.

Application of the standards set forth in ACSC's RRM Tariff reduces the Company's request to \$156.1 million, \$113.8 million of which would be applicable to ACSC members. After reviewing the filing and conducting discovery, ACSC's consultants concluded that the system-wide deficiency under the RRM regime should be \$130.9 million instead of the claimed \$156.1 million.

After several settlement meetings, the parties have agreed to settle the case for \$142 million. This is a reduction of \$23.9 million to the Company's initial request. This includes payment of ACSC's expenses. The settlement also includes an additional \$19.5 million for the securitization regulatory asset expenses related to Winter Storm Uri. This was previously approved by the Texas Legislature and Railroad Commission. The Effective Date for new rates is October 1, 2023. ACSC members should take action approving the Resolution/Ordinance before September 30, 2023.

#### **THE ALTERNATIVES CONSIDERED:**

The alternatives are to:

- 1. Disapprove the negotiated settlement; or
- 2. Approve the negotiated settlement.

#### Which alternative is recommended? Why?

The ACSC Executive Committee recommends approval of the negotiated settlement because it is fair and reasonable.

#### **CONFORMITY TO CITY POLICY:**

This item conforms to law and policy.

#### **FINANCIAL IMPACT:**

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

There is no fiscal impact to the City, other than as a rate payer.

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:**

Staff and the the ACSC Executive Committee recommend approval of the negotiated settlement between ACSC and Atmos Energy, Mid-Tex Division regarding the 2023 RRM filing.

#### **DEPARTMENTAL CLEARANCES:**

City Attorney

#### **ATTACHED SUPPORTING DOCUMENTS:**

Atmos 2023 RRM Settlement Resolution

Attachment 1 - Tariffs

Attachment 2 - Pension Benchmark

RESOLUTION NO.	
KESOLU HON NO.	

#### RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KILLEEN, TEXAS, APPROVING A NEGOTIATED SETTLEMENT BETWEEN THE ATMOS CITIES STEERING COMMITTEE ("ACSC") AND ATMOS ENERGY CORP., MID-TEX DIVISION REGARDING THE **COMPANY'S** 2023 **RATE** MECHANISM FILING; DECLARING EXISTING RATES TO BE UNREASONABLE; ADOPTING TARIFFS THAT REFLECT RATE ADJUSTMENTS CONSISTENT WITH THE NEGOTIATED SETTLEMENT; FINDING THE RATES TO BE SET BY THE ATTACHED SETTLEMENT TARIFFS TO BE JUST AND REASONABLE AND IN THE PUBLIC INTEREST; APPROVING AN ATTACHMENT ESTABLISHING A BENCHMARK FOR PENSIONS AND RETIREE MEDICAL BENEFITS; REQUIRING THE COMPANY TO REIMBURSE ACSC'S REASONABLE RATEMAKING EXPENSES; DETERMINING THAT RESOLUTION WAS PASSED IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS OPEN MEETINGS ACT: ADOPTING A SAVINGS CLAUSE; DECLARING AN EFFECTIVE DATE; AND REQUIRING DELIVERY OF THIS RESOLUTION TO THE COMPANY AND THE ACSC'S LEGAL COUNSEL.

WHEREAS, the City of <u>Killeen</u>, Texas ("City") is a gas utility customer of Atmos Energy Corp., Mid-Tex Division ("Atmos Mid-Tex" or "Company"), and a regulatory authority with an interest in the rates, charges, and services of Atmos Mid-Tex; and

WHEREAS, the City is a member of the Atmos Cities Steering Committee ("ACSC"), a coalition of similarly-situated cities served by Atmos Mid-Tex ("ACSC Cities") that have joined together to facilitate the review of, and response to, natural gas issues affecting rates charged in the Atmos Mid-Tex service area; and

WHEREAS, ACSC and the Company worked collaboratively to develop a Rate Review Mechanism ("RRM") tariff that allows for an expedited rate review process by ACSC Cities as a substitute to the Gas Reliability Infrastructure Program ("GRIP") process instituted by the

RESOLUTION NO.	
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Legislature, and that will establish rates for the ACSC Cities based on the system-wide cost of serving the Atmos Mid-Tex Division; and

WHEREAS, the current RRM tariff was adopted by the City in a rate ordinance in 2018; and

WHEREAS, on about March 1, 2023, Atmos Mid-Tex filed its 2023 RRM rate request with ACSC Cities based on a test year ending December 31, 2022; and

WHEREAS, ACSC coordinated its review of the Atmos Mid-Tex 2023 RRM filing through its Executive Committee, assisted by ACSC's attorneys and consultants, to resolve issues identified in the Company's RRM filing; and

WHEREAS, the Executive Committee, as well as ACSC's counsel and consultants, recommend that ACSC Cities approve an increase in base rates for Atmos Mid-Tex of \$142 million on a system-wide basis with an Effective Date of October 1, 2023; and

WHEREAS, ACSC agrees that Atmos' plant-in-service is reasonable; and

WHEREAS, with the exception of approved plant-in-service, ACSC is not foreclosed from future reasonableness evaluation of costs associated with incidents related to gas leaks; and

WHEREAS, the attached tariffs (Attachment 1) implementing new rates are consistent with the recommendation of the ACSC Executive Committee, are agreed to by the Company, and are just, reasonable, and in the public interest; and

WHEREAS, the settlement agreement sets a new benchmark for pensions and retiree medical benefits (Attachment 2); and

WHEREAS, the RRM Tariff contemplates reimbursement of ACSC's reasonable expenses associated with RRM applications; and

RESOLUTION NO.	
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WHEREAS, the RRM Tariff includes Securitization Interest Regulatory Asset amount of \$19.5 million;

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

**Section 1.** That the findings set forth in this Resolution are hereby in all things approved.

**Section 2.** That, without prejudice to future litigation of any issue identified by ACSC, the City Council finds that the settled amount of an increase in revenues of \$142 million on a system-wide basis represents a comprehensive settlement of gas utility rate issues affecting the rates, operations, and services offered by Atmos Mid-Tex within the municipal limits arising from Atmos Mid-Tex's 2023 RRM filing, is in the public interest, and is consistent with the City's authority under Section 103.001 of the Texas Utilities Code.

**Section 3.** That despite finding Atmos Mid-Tex's plant-in-service to be reasonable, ACSC is not foreclosed in future cases from evaluating the reasonableness of costs associated with incidents involving leaks of natural gas.

**Section 4.** That the existing rates for natural gas service provided by Atmos Mid-Tex are unreasonable. The new tariffs attached hereto and incorporated herein as Attachment 1, are just and reasonable, and are designed to allow Atmos Mid-Tex to recover annually an additional \$142 on a system-wide basis, over the amount allowed under currently approved rates. Such tariffs are hereby adopted.

**Section 5.** That the ratemaking treatment for pensions and retiree medical benefits in Atmos Mid-Tex's next RRM filing shall be as set forth on Attachment 2, attached hereto and incorporated herein.

**Section 6.** That Atmos Mid-Tex shall reimburse the reasonable ratemaking expenses of the ACSC in processing the Company's 2023 RRM filing.

**Section 7.** That to the extent any resolution or ordinance previously adopted by the Council is inconsistent with this Resolution, it is hereby repealed.

**Section 8.** That the meeting at which this Resolution was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

**Section 9.** That if any one or more sections or clauses of this Resolution is adjudged to be unconstitutional or invalid, such judgment shall not affect, impair, or invalidate the remaining provisions of this Resolution, and the remaining provisions of the Resolution shall be interpreted as if the offending section or clause never existed.

**Section 10.** That consistent with the City Ordinance that established the RRM process, this Resolution shall become effective from and after its passage with rates authorized by attached tariffs to be effective for bills rendered on or after September 30, 2023.

**Section 11.** That a copy of this Resolution shall be sent to Atmos Mid-Tex, care of Chris Felan, Vice President of Rates and Regulatory Affairs Mid-Tex Division, Atmos Energy Corporation, 5420 LBJ Freeway, Suite 1862, Dallas, Texas 75240, and to Thomas Brocato, General Counsel to ACSC, at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue, Suite 1900, Austin, Texas 78701.

OF nber,

2557/36/8645038

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City Attorney

RATE SCHEDULE:	R – RESIDENTIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UN	IDER THE RRM TARIFF
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2023	

#### **Application**

Applicable to Residential Customers for all natural gas provided at one Point of Delivery and measured through one meter.

#### Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

#### **Monthly Rate**

Customer's monthly bill will be calculated by adding the following Customer and Ccf charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Bill	\$ 22.25 per month
Rider CEE Surcharge	\$ 0.05 per month <sup>1</sup>
Total Customer Charge	\$ 22.30 per month
Commodity Charge – All Ccf	\$0.48567 per Ccf <sup>2</sup>

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Weather Normalization Adjustment: Plus or Minus an amount for weather normalization calculated in accordance with Rider WNA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

#### Agreement

An Agreement for Gas Service may be required.

#### **Notice**

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Reference Rider CEE - Conservation and Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2023.

<sup>&</sup>lt;sup>2</sup>The commodity charge includes the base rate amount of \$0.46724 per Ccf and Securitization Regulatory Asset amounts related to financing costs in the amount of \$0.01843 per Ccf until recovered.

RATE SCHEDULE:	C – COMMERCIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2023	

#### **Application**

Applicable to Commercial Customers for all natural gas provided at one Point of Delivery and measured through one meter and to Industrial Customers with an average annual usage of less than 30,000 Ccf.

#### Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

#### **Monthly Rate**

Customer's monthly bill will be calculated by adding the following Customer and Ccf charges to the amounts due under the riders listed below:

Charge	Amount	
Customer Charge per Bill	\$ 72.00 per month	
Rider CEE Surcharge	(\$ 0.02) per month <sup>1</sup>	
Total Customer Charge	\$ 71.98 per month	
Commodity Charge – All Ccf	\$ 0.18280 per Ccf <sup>2</sup>	

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Weather Normalization Adjustment: Plus or Minus an amount for weather normalization calculated in accordance with Rider WNA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

#### Agreement

An Agreement for Gas Service may be required.

#### **Notice**

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

#### **Presumption of Plant Protection Level**

For service under this Rate Schedule, plant protection volumes are presumed to be 10% of normal, regular, historical usage as reasonably calculated by the Company in its sole discretion. If a customer believes it needs to be modeled at an alternative plant protection volume, it should contact the company at *mdtx.plantprotection*@atmosenergy.com.

<sup>&</sup>lt;sup>1</sup> Reference Rider CEE - Conservation and Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2023.

<sup>&</sup>lt;sup>2</sup>The commodity charge includes the base rate amount of \$0.16437 per Ccf and Securitization Regulatory Asset amounts related to financing costs in the amount of \$0.01843 per Ccf until recovered.

RATE SCHEDULE:	I – INDUSTRIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2023	

#### Application

Applicable to Industrial Customers with a maximum daily usage (MDU) of less than 200 MMBtu per day for all natural gas provided at one Point of Delivery and measured through one meter. Service for Industrial Customers with an MDU equal to or greater than 200 MMBtu per day will be provided at Company's sole option and will require special contract arrangements between Company and Customer.

#### Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

#### **Monthly Rate**

Customer's monthly bill will be calculated by adding the following Customer and MMBtu charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Meter	\$ 1,382.00 per month
First 0 MMBtu to 1,500 MMBtu	\$ 0.7484 per MMBtu <sup>1</sup>
Next 3,500 MMBtu	\$ 0.5963 per MMBtu <sup>1</sup>
All MMBtu over 5,000 MMBtu	\$ 0.2693 per MMBtu <sup>1</sup>

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

#### **Curtailment Overpull Fee**

Upon notification by Company of an event of curtailment or interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of curtailment or interruption, pay Company 200% of the midpoint price for the Katy point listed in *Platts Gas Daily* published for the applicable Gas Day in the table entitled "Daily Price Survey."

#### **Replacement Index**

In the event the "midpoint" or "common" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" is no longer published, Company will calculate the applicable imbalance fees

<sup>&</sup>lt;sup>1</sup> The tiered commodity charges include the base rate amounts of \$0.5684, \$0.4163, and \$0.0893 per MMBtu, respectively, plus Securitization Regulatory Asset amounts related to financing costs in the amount of \$0.1800 per MMBtu until recovered.

RATE SCHEDULE:	I – INDUSTRIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2023	

utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

#### Agreement

An Agreement for Gas Service may be required.

#### Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

#### **Special Conditions**

In order to receive service under Rate I, Customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

#### **Presumption of Plant Protection Level**

For service under this Rate Schedule, plant protection volumes are presumed to be 10% of normal, regular, historical usage as reasonably calculated by the Company in its sole discretion. If a customer believes it needs to be modeled at an alternative plant protection volume, it should contact the company at *mdtx.plantprotection*@atmosenergy.com.

RATE SCHEDULE:	T – TRANSPORTATION	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2023	

#### **Application**

Applicable, in the event that Company has entered into a Transportation Agreement, to a customer directly connected to the Atmos Energy Corp., Mid-Tex Division Distribution System (Customer) for the transportation of all natural gas supplied by Customer or Customer's agent at one Point of Delivery for use in Customer's facility.

#### Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

#### **Monthly Rate**

Customer's bill will be calculated by adding the following Customer and MMBtu charges to the amounts and quantities due under the riders listed below:

Charge	Amount
Customer Charge per Meter	\$ 1,382.00 per month
First 0 MMBtu to 1,500 MMBtu	\$ 0.5684 per MMBtu
Next 3,500 MMBtu	\$ 0.4163 per MMBtu
All MMBtu over 5,000 MMBtu	\$ 0.0893 per MMBtu

Upstream Transportation Cost Recovery: Plus an amount for upstream transportation costs in accordance with Part (b) of Rider GCR.

Retention Adjustment: Plus a quantity of gas as calculated in accordance with Rider RA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

#### **Imbalance Fees**

All fees charged to Customer under this Rate Schedule will be charged based on the quantities determined under the applicable Transportation Agreement and quantities will not be aggregated for any Customer with multiple Transportation Agreements for the purposes of such fees.

#### **Monthly Imbalance Fees**

Customer shall pay Company the greater of (i) \$0.10 per MMBtu, or (ii) 150% of the difference per MMBtu between the highest and lowest "midpoint" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" during such month, for the MMBtu of Customer's monthly Cumulative Imbalance, as defined in the applicable Transportation Agreement, at the end of each month that exceeds 10% of Customer's receipt quantities for the month.

RATE SCHEDULE:	T – TRANSPORTATION	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2023	

#### **Curtailment Overpull Fee**

Upon notification by Company of an event of curtailment or interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of curtailment or interruption, pay Company 200% of the midpoint price for the Katy point listed in *Platts Gas Daily* published for the applicable Gas Day in the table entitled "Daily Price Survey."

#### **Replacement Index**

In the event the "midpoint" or "common" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

#### Agreement

A transportation agreement is required.

#### Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

#### **Special Conditions**

In order to receive service under Rate T, customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

RIDER:	WNA – WEATHER NORMALIZATION ADJUSTMENT	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2023	

#### **Provisions for Adjustment**

The Commodity Charge per Ccf (100 cubic feet) for gas service set forth in any Rate Schedules utilized by the cities of the Mid-Tex Division service area for determining normalized winter period revenues shall be adjusted by an amount hereinafter described, which amount is referred to as the "Weather Normalization Adjustment." The Weather Normalization Adjustment shall apply to all temperature sensitive residential and commercial bills based on meters read during the revenue months of November through April. The five regional weather stations are Abilene, Austin, Dallas, Waco, and Wichita Falls.

#### Computation of Weather Normalization Adjustment

The Weather Normalization Adjustment Factor shall be computed to the nearest one-hundredth cent per Ccf by the following formula:

The Weather Normalization Adjustment for the jth customer in ith rate schedule is computed as:

$$WNA_i = WNAF_i \times q_{ij}$$

Where  $q_{ij}$  is the relevant sales quantity for the jth customer in ith rate schedule.

### MID-TEX DIVISION ATMOS ENERGY CORPORATION

RIDER:	WNA – WEATHER NORMALIZATION ADJUSTMENT					
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF					
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2023					

#### Base Use/Heat Use Factors

	Reside	<u>ential</u>	Commercia	<u>al</u>
	Base use	Heat use	Base use	Heat use
Weather Station	<u>Ccf</u>	Ccf/HDD	<u>Ccf</u>	Ccf/HDD
Abilene	9.51	0.1415	88.91	0.7010
Austin	8.87	0.1213	213.30	0.7986
Dallas	12.54	0.2007	185.00	0.9984
Waco	8.81	0.1325	125.26	0.7313
Wichita Falls	10.36	0.1379	122.10	0.6083

#### Weather Normalization Adjustment (WNA) Report

On or before June 1 of each year, the company posts on its website at atmosenergy.com/mtx-wna, in Excel format, a *Weather Normalization Adjustment (WNA) Report* to show how the company calculated its WNAs factor during the preceding winter season. Additionally, on or before June 1 of each year, the company files one hard copy and an Excel version of the *WNA Report* with the Railroad Commission of Texas' Gas Services Division, addressed to the Director of that Division.

# ATMOS ENERGY CORP., MID-TEX DIVISION MID-TEX RATE REVIEW MECHANISM PENSIONS AND RETIREE MEDICAL BENEFITS FOR CITIES APPROVAL TEST YEAR ENDING DECEMBER 31, 2022

			Shared Services			Mid-Tex Direct						
				Post-				Post-		Supplemental		
Line			Pension	En	nployment		Pension	Eı	mployment	<b>Executive Benefit</b>	Α	djustment
No.	Description	Ac	count Plan	Be	nefit Plan	Ac	count Plan	В	enefit Plan	Plan		Total
	(a)		(b)		(c)		(d)		(e)	(f)		(g)
1	Proposed Benefits Benchmark -											
	Fiscal Year 2023 Willis Towers Watson Report as adjusted (1) (2) (3)	\$	1,434,339	\$	(518,336)	\$	2,336,419	\$	(2,678,818)	\$ 267,917		
2	Allocation Factor		44.92%		44.92%		78.74%		78.74%	100.00%		
3	Proposed Benefits Benchmark Costs Allocated to Mid-Tex (Ln 1 x Ln 2)	\$	644,336	\$	(232,848)	\$	1,839,667	\$	(2,109,267)	\$ 267,917		
4	O&M and Capital Allocation Factor		100.00%		100.00%		100.00%		100.00%	100.00%		
5	Proposed Benefits Benchmark Costs to Approve (Ln 3 x Ln 4)	\$	644,336	\$	(232,848)	\$	1,839,667	\$	(2,109,267)	\$ 267,917	\$	409,804
6												
7	O&M Expense Factor (WP_F-2.3, Ln 2)		78.60%		78.60%		39.63%		39.63%	11.00%		
8												
9	Summary of Costs to Approve (1):											
10	Total Pension Account Plan	\$	506,464			\$	729,006				\$	1,235,469
11	Total Post-Employment Benefit Plan			\$	(183,024)			\$	(835,840)			(1,018,864)
12	Total Supplemental Executive Benefit Plan									\$ 29,471		29,471
13	Total (Ln 10 + Ln 11 + Ln 12)	\$	506,464	\$	(183,024)	\$	729,006	\$	(835,840)	\$ 29,471	\$	246,076



# NEGOTIATED SETTLEMENT ON ATMOS RRM FILING

## Background

- Cities exercise original jurisdiction over the level of gas rates charged within their boundaries
- Killeen is a member of the Atmos Cities Steering
   Committee (ACSC) along with 181 other cities served by Atmos Mid-Tex
- Since 2007, Atmos and ACSC have worked under an alternate rate review process referred to as the Rate Review Mechanism (RRM), as opposed to the statutory Gas Reliability Infrastructure Program

2

- Atmos filed a rate request on March 31, 2023 claiming it is entitled to additional system-wide revenues of \$165.9 million (based on test year ending December 31, 2022)
- ACSC consultants analyzed the filing and determined that the system-wide deficiency under the RRM should be \$130.9 million instead

- 4
- The ACSC Executive Committee and Atmos negotiated a settlement
  - Atmos request reduced from \$165.9 million to \$142 million
  - The average residential increase is \$6.47 per month or 7.31%
  - The average commercial usage increase is \$24.72 per month or 5.19%

- 5
- □ The alternatives are to:
  - Disapprove the negotiated settlement
  - Approve the negotiated settlement

### Recommendation

□ Staff and the Executive Committee of the ACSC recommend approving the negotiated settlement between ASCS and Atmos Energy, Mid-Tex Division regarding the 2023 RRM filing.



#### City of Killeen

#### **Staff Report**

File Number: RS-23-136

Consider a memorandum/resolution authorizing the Restated and Amended Water Disposal Contract with WCID #1 to include the City of Harker Heights as a customer.

DATE: September 5, 2023

TO: Kent Cagle, City Manager

FROM: Jeffery Reynolds, Executive Director of Public Works

SUBJECT: Restated and Amended Wastewater Disposal Contract with WCID #1

#### **BACKGROUND AND FINDINGS:**

The City of Killeen originally entered into a wastewater treatment contract with Bell County Water Control and Improvement District No. 1 ("WCID #1" or "District") in 1968 ("1968 Agreement"). Over the years, this contract has been amended eight times for various reasons. The Restated and Amended Waste Disposal Contract proposes changes relating to the addition of the City of Harker Heights as a customer of the district with a contractual right to discharge waste into the sanitary sewer system ("System").

In the 1968 Agreement, the District agreed to operate the System initially for the sole benefit of the City and the United States of America (Fort Cavazos). However, the District retained the right to contract with other parties to render waste disposal services from the operation of the System with the approval of the City and to enlarge the size and capacity of the System for the use and benefit of other parties.

The District and the City have determined it is best for the parties to amend and restate the 1968 Agreement to (i) provide for the addition of the City of Harker Heights as a customer of the District with a contractual right to discharge waste into the System and (ii) modify certain provisions relating to (a) maximum discharge quantities for the City and Harker Heights, (b) the price of service, and (c) the allocation of existing and future debt service on debt obligations issued or incurred by the District for the construction or improvement of System facilities.

The District and the City are authorized to enter into this contract pursuant to the Texas Constitution and laws of the State of Texas, including, Chapter 791, Texas Government Code, as amended, and Chapter 30, Texas Water Code, as amended.

The District and the City have agreed to contract in such a manner that the City will make sufficient payments to the District to (i) pay the City's proportionate share of the operation and maintenance expenses of the System, (ii) pay the City's proportionate share of the principal of and interest on debt obligations of the District heretofore and hereafter issued or incurred to borrow funds to

acquire, construct and improve the System, and (iii) establish and maintain necessary reserve and contingency funds.

#### **THE ALTERNATIVES CONSIDERED:**

- 1. Do not authorize the Restated and Amended Water Disposal Contract with WCID #1.
- 2. Authorize the Restated and Amended Water Disposal Contract with WCID #1.

#### Which alternative is recommended? Why?

Alternative two is recommended to meet the need for wastewater disposal as required by Texas Commission on Environmental Quality (TCEQ).

#### **CONFORMITY TO CITY POLICY:**

Restated and amended waste disposal contract with WCID #1 conforms to all City policies regarding contracted services.

#### **FINANCIAL IMPACT:**

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

With the execution of a waste disposal contract between Harker Heights and the District, the City of Killeen would be relieved of all outstanding debt associated with the South Plant which is currently \$12,637,305.54 (remaining principal and interest on bonds). In addition, the City of Killeen would receive a one-time payment of \$1,039,777.46 from Harker Heights. The total of \$13,677,083 is the net present value as calculated by NewGen, LLC. NewGen, LLC was hired to conduct a study to determine the cost for Harker Heights to participate in the South Plant.

#### Is this a one-time or recurring expenditure?

One-time payment to be received from Harker Heights and save annual recurring debt payments to WCID for the 2014 debt issue from FY 2024 to FY 2028

#### Is this expenditure budgeted?

Yes, funds are budgeted in Water & Sewer Fund in account 550-3415-437.50-97 for debt service requirements to WCID. Savings would be \$3,023,770 in FY 2024.

#### 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:**

Authorize the City Manager, or his designee, to execute the Restated and Amended Water Disposal Contract with WCID #1 to remain in compliance with TCEQ regulations regarding wastewater disposal.

#### **DEPARTMENTAL CLEARANCES:**

Public Works City Attorney Finance

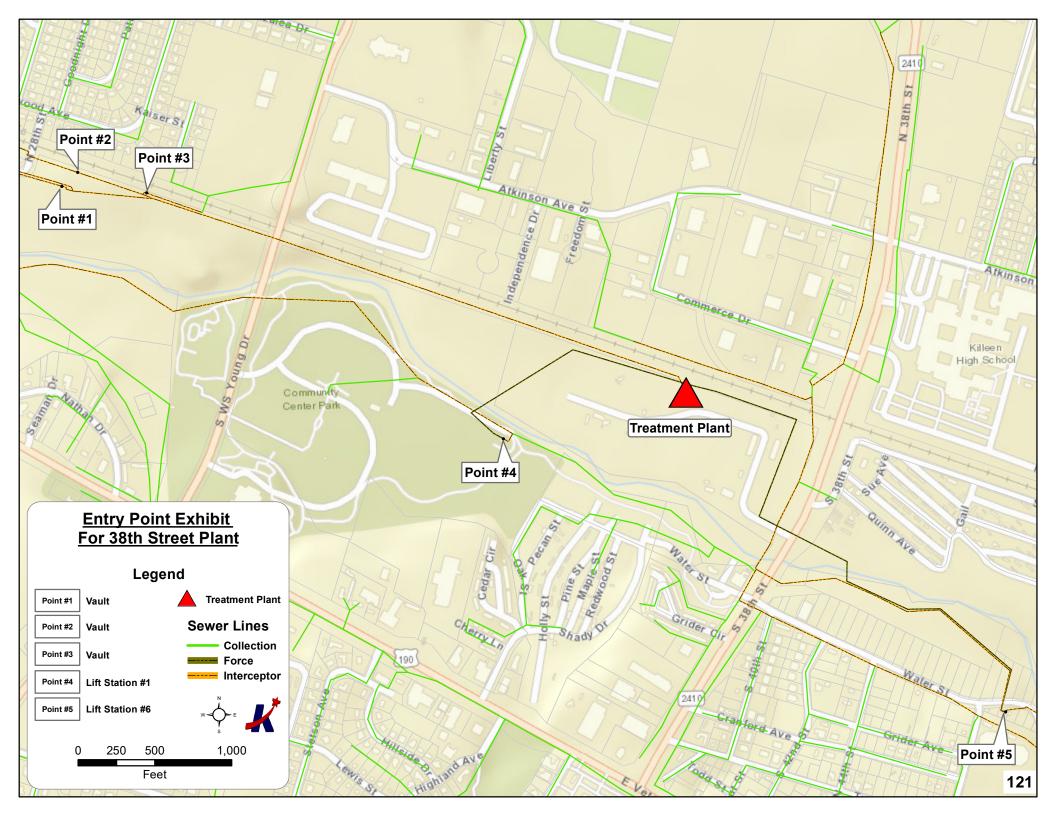
#### **ATTACHED SUPPORTING DOCUMENTS:**

Agreement

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Aerial





# AMENDED AND RESTATED WASTE DISPOSAL CONTRACT BETWEEN

# BELL COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NO. 1 AND CITY OF KILLEEN, TEXAS

THE STATE OF TEXAS §

COUNTY OF BELL §

This AMENDED AND RESTATED WASTE DISPOSAL CONTRACT (herein called this "Contract") is made and entered into as of this [\_] day of [\_] 2023, by and between Bell County Water Control and Improvement District No. 1, a conservation and reclamation district and a body politic and corporate, created and operating under the provisions of Article XVI, Section 59 of the Constitution of Texas and operating pursuant to the provisions of Chapter 9005, Texas Special District Local Laws Code, as amended, and Chapters 49 and 51, Texas Water Code, as amended (herein called the "District"), and the CITY OF KILLEEN, TEXAS, a municipal corporation and home-rule city situated in Bell County, Texas, organized and operating under the provisions of its charter and the Constitution and laws of the State of Texas (herein called the "City").

#### WITNESSETH:

#### **RECITALS**

The District owns and operates a regional waste disposal system (defined herein as the "System") to receive, transport, treat and dispose of Waste (as defined herein) collected by the sanitary sewer systems of the City and the Fort Cavazos Military Reservation (formerly known as the Fort Hood Military Reservation) ("Fort Cavazos").

The District and the City have previously entered into that certain Waste Disposal Contract, dated as of October 10, 1968, as amended by a First Supplement and Amendment to Waste Disposal Contract, dated as of June 13, 1978, a Second Supplement and Amendment to Waste Disposal Contract, dated as of September 30, 1980, a Third Supplement and Amendment to Waste Disposal Contract, dated as of October 22, 1984, a Fourth Supplement and Amendment to Waste Disposal Contract, dated as of July 3, 1986, a Fifth Supplement and Amendment to Waste Disposal Contract, dated as of August 24, 2004, a Sixth Supplement and Amendment to Waste Disposal Contract, dated as of September 28, 2010, and an Eight Supplement and Amendment to Waste Disposal Contract, dated August 26, 2014, each between the District and the City (as supplemented and amended, the "Prior Contract").

Pursuant to the Prior Contract, the District has financed and constructed various Waste disposal, transmission and treatment facilities that comprise a portion of the System.

In the Prior Contract, the District agreed to operate the System initially for the sole benefit of the City and the United States of America (Fort Cavazos), provided, that the District retained the right to contract with other parties to render Waste disposal services from the operation of the System with the approval of the City and to enlarge the size and capacity of the System for the use and benefit of other parties.

The District and the City have determined to amend and restate the Prior Agreement to (i) provide for the addition of the City of Harker Heights ("Harker Heights") as a customer of the District with a contractual right to discharge Waste into the System and (ii) modify certain provisions of the Prior Agreement relating to maximum discharge quantities for the City and Harker Heights, the price of service, and the allocation of existing and future debt service on debt obligations issued or incurred by the District for the construction or improvement of System facilities.

The District and the City are authorized to enter into this Contract pursuant to the Constitution and laws of the State of Texas, including, Chapter 791, Texas Government Code, as amended and Chapter 30, Texas Water Code, as amended.

The District and the City have agreed to contract in such a manner that the City will make sufficient payments to the District to (i) pay the City's proportionate share of the operation and maintenance expenses of the System, (ii) pay the City's proportionate share of the principal of and interest on debt obligations of the District heretofore and hereafter issued or incurred to borrow funds to acquire, construct and improve the System, and (iii) establish and maintain necessary reserve and contingency funds.

#### **AGREEMENT**

For and in consideration of the mutual promises, obligations and benefits of this Contract, the District and the City contract and agree as follows:

**Section 1. DEFINITIONS**. Unless the context requires otherwise, the following terms and phrases used in this Contract shall have meanings as follows:

"Additional Customers" shall have the meaning assigned to such term in Section 11.

"Bond Order" shall mean the orders, resolutions or indentures adopted by the Board of Directors of the District authorizing the issuance of Bonds and providing for their security and payment, as such orders, resolutions or indentures may be amended or supplemented from time-to-time.

"Bonds" shall mean the issue or issues of bonds, notes or other obligations of the District heretofore or are hereafter issued to acquire or construct the System and any additions, extensions, enlargements, improvements, replacements or modifications thereto, and any issue or issues of refunding bonds, notes or other obligations issued in lieu thereof.

"City" shall have the meaning assigned to such term in the first paragraph hereof.

"<u>City's Sewer System</u>" means the existing sanitary sewer system of the City, including the sewers, manholes, intercepting sewers, Waste pumping works and all other plants, works or equipment within and without the City, together with all extensions and enlargements thereto.

"Contract" shall have the meaning assigned to such term in the first paragraph hereof.

"Debt Service Requirements" shall mean (i) the principal, premium, if any, and interest due on the Bonds, including any amounts due under bond insurance policies or credit agreements relating thereto, and other obligations, (ii) any payments required by the Bond Orders to be made into debt service reserve funds, contingency funds and other funds or accounts established by the Bond Orders, and (iii) any rebate payments or trustee or paying agent/registrar fees and expenses relating to the Bonds.

"<u>District</u>" shall have the meaning assigned to such term in the first paragraph hereof.

"<u>District's Negotiated Sewage Service Contract</u>" shall mean that certain utility service contract between the District and the United States of America, being Contract Number DAKF 48-74-C-0126, entitled "Department of the Army Negotiated Sewage Service Contract," which is hereby incorporated by reference.

"Fixed Charges" shall have the meaning assigned to such term in Section 11.

"Fort Cavazos" shall have the meaning assigned to such term in the recitals hereof.

"<u>Fort Cavazos Measurement Points</u>" shall have the meaning assigned to such term in Section 6.

"Fort Cavazos Points of Entry" shall have the meaning assigned to such term in Section 6.

"Fort Cavazos Sewer System" means the existing sanitary sewer system of the United States of America that serves the Fort Cavazos Military Reservation, including the sewers, manholes, intercepting sewers, Waste pumping works and all other plants, works or equipment within and without Fort Cavazos, together with all extensions and enlargements thereto.

"Harker Heights" shall have the meaning assigned to such term in the recitals hereof.

"<u>Harker Heights Measurement Points</u>" shall have the meaning assigned to such term in Section 6.

"<u>Harker Heights Points of Entry</u>" shall have the meaning assigned to such term in Section 6.

"Industrial Waste" means the liquid and water carried substances resulting from industrial processes, as distinct from Sewage, collected by a sanitary sewer system.

"Infiltration Water" means water which leaks into a sanitary sewer system.

"MGD" means million gallons per day.

- "Operating Charges" shall have the meaning assigned to such term in Section 11.
- "Plant 1" shall have the meaning assigned to such term, and is more particularly described, in Section 2.
- "Plant 1 Maximum Daily Discharge Quantity" means the maximum annual average daily quantity of Waste the City is authorized by this Contract to discharge into Plant 1, measured in MGD, as set forth in Schedule 1.
- "<u>Plant 1 Maximum Discharge Quantities</u>" means, collectively, the Plant 1 Maximum Daily Discharge Quantity and the Plant 1 Two-hour Average Discharge Quantity, all as set forth in Schedule 1.
- "Plant 1 Two-hour Average Discharge Quantity" means the maximum average quantity of Waste, measured in gallons per minute, that the City is authorized by this Contract to discharge into Plant 1 during any two-hour period, as set forth in Schedule 1.
- "Plant 2" shall have the meaning assigned to such term, and is more particularly described, in Section 2.
- "Plant 2 Maximum Daily Discharge Quantity" means the maximum annual average daily quantity of Waste the customer is authorized by this Contract to discharge into Plant 2, measured in MGD, as set forth in Schedule 1.
- "Plant 2 Maximum Discharge Quantities" means, collectively, the Plant 2 Maximum Daily Discharge Quantity and Plant 2 Two-hour Average Discharge Quantity, as set forth in Schedule 1.
- "<u>Plant 2 Two-hour Average Discharge Quantity</u>" means the maximum average quantity of Waste, measured in gallons per minute, that the City is authorized by this Contract to discharge into Plant 2 during any two-hour period, as set forth in Schedule 1.
  - "Prior Contract" shall have the meaning assigned to such term in the recitals hereof.
- "Sewage" means the liquid and water carried waste discharged from sanitary conveniences of dwellings and buildings connected to a sanitary sewer system.
- "South Sewer Plant" or "SSP" shall have the meaning assigned to such term, and is more particularly described, in Section 2.
- "<u>SSP Maximum Daily Discharge Quantity</u>" means the maximum annual average daily quantity of Waste the City is authorized by this Contract to discharge in SSP, measured in MGD, as set forth in Schedule 1.
- "<u>SSP Maximum Discharge Quantities</u>" means, collectively, the SSP Maximum Daily Discharge Quantity and SSP Two-hour Average Discharge Quantity, all as set forth in Schedule 1.
  - "SSP Measurement Points" shall have the meaning assigned to such term in Section 6.

"SSP Points of Entry" shall have the meaning assigned to such term in Section 5.

"SSP Trunk Sewer Facilities" shall have the meaning assigned to such term in Section 2.

"SSP Two-hour Average Discharge Quantity" means the maximum average quantity of Waste, measured in gallons per minute, that the City is authorized by this Contract to discharge into SSP during any two-hour period, as set forth in Schedule 1.

"System" means the facilities of the District for receiving, transporting, treating and disposing of Waste, consisting of existing facilities acquired or constructed by the District, together with any additions or extensions thereto, and enlargements, improvements, replacements or modifications thereof heretofore or hereafter acquired or constructed, including any of the foregoing as may be necessary to comply with requirements of regulatory agencies of the State of Texas and the United States of America. The System shall not, however, include existing or additional facilities of the District constructed or acquired to serve exclusively customers other than the City, Harker Heights and the United States of America (Fort Cavazos), as provided in Section 220, notwithstanding that such facilities may be physically connected with the System or located on properties of the System.

"System Maximum Discharge Quantities" means, collectively, the 38th Street Treatment Facilities Maximum Discharge Quantities and the SSP Maximum Discharge Quantities, as set forth in Schedule 1.

"TCEQ" means the Texas Commission on Environmental Quality and any successor thereto.

"38th Street Measurement Points" shall have the meaning assigned to such term in Section 6.

"38th Street Points of Entry" shall have the meaning assigned to such term in Section 5.

"38th Street Treatment Facilities" shall have the meaning assigned to such term, and is more particularly described, in Section 2.

"38th Street Treatment Facilities Maximum Daily Discharge Quantity" means the sum of Plant 1 Maximum Daily Discharge Quantity and Plant 2 Maximum Daily Discharge Quantity.

"38th Street Treatment Facilities Maximum Discharge Quantities" means, collectively, the Plant 1 Maximum Discharge Quantities and the Plant 2 Maximum Discharge Quantities, as set forth in Schedule 1.

"38th Street Trunk Sewer Facilities" shall have the meaning assigned to such term in Section 2.

"<u>Trunk Sewer Facilities</u>" means any sewer transmission facilities of the District in which Waste from collecting and lateral sewers is received and transported to the treatment and disposal facilities of the System.

"Waste" means Sewage and Industrial Waste collected by a sanitary sewer system, together with such Infiltration Water as may be present.

**Section 2. GENERAL DESCRIPTION OF THE SYSTEM**. The District owns and operates the System. The System is designed, by generally accepted criteria, to permit acceptance of an annual average flow rate of 30 MGD.

The System currently includes (i) three (3) Waste treatment plants located at two (2) different sites, such sites being the 38th Street facilities (the "38th Street Treatment Facilities") and the South Sewer Plant (the "South Sewer Plant" or "SSP") and (ii) Trunk Sewer Facilities serving the 38th Street Treatment Facilities (referred to herein as the "38th Street Trunk Sewer Facilities") and the South Sewer Plant (referred to herein as the "SSP Trunk Sewer Facilities").

The 38th Street Treatment Facilities include (i) the District's plant no. 1 Waste treatment facility, operating pursuant to TPDES Permit No. WQ0010351-002 ("Plant 1"), which is designed, by generally accepted criteria, to permit acceptance of an annual average flow rate of 18 MGD, and (ii) the District's plant no. 2 Waste treatment facility, operating pursuant to TPDES Permit No. WQ0010351-003 ("Plant 2"), which is designed, by generally accepted criteria, to permit acceptance of an annual average flow rate of 6 MGD.

The South Sewer Plant (operating pursuant to TPDES Permit No. WQ0014387-001) is designed, by generally accepted criteria, to permit acceptance of an annual average flow rate of 6 MGD.

<u>Section 3.</u> <u>EASEMENTS AND RIGHTS-OF-WAY.</u> If any sewer mains or lines, appurtenances or other facilities of the System should ever be located or need to be located on any land now or hereafter owned by the City or in any present or future roads, streets, alleys, highways, public ways or public places within the present or future corporate limits of the City or within the present or future extraterritorial jurisdiction of the City, the City hereby consents thereto and hereby grants or will grant to the District the right, privilege, easement and right-of-way over, under, along and across, and the franchise of using, such lands, roads, streets, alleys, highways, public ways or public places for the purpose of constructing, maintaining, operating, laying, repairing and removing such sewer mains or lines, appurtenances or other facilities comprising or connecting to the System, provided the District shall promptly restore any such lands, roads, streets, alleys, highways, public ways and public places to substantially their former condition of usefulness. Title to all such facilities shall be and remain in the District.

Section 4. OPERATION OF SYSTEM. While this Contract is in force and effect, the District will use reasonable diligence and care to operate the System in order to continuously hold itself ready, willing and able to render Waste disposal services to the City from the System as provided in this Contract. It is expressly understood and agreed that any obligation on the part of the District to operate the System shall be subject to (a) the District's obtaining sufficient funds to pay the costs of improving, maintaining and operating the System, and to establish reserve funds, including the sale and delivery of Bonds from time to time upon terms satisfactory to the District; (b) the District's ability to obtain all real estate, easements, labor, equipment and materials required for the operation of the System; and (c) the District's obtaining all permits and licenses required to operate the System, including Waste discharge permits issued by TCEQ.

Section 5. QUANTITY AND RATE OF DELIVERY Subject to the terms and conditions of this Contract, the City shall be entitled to discharge into the System for treatment at the applicable points of entry for the 38th Street Treatment Facilities (the "38th Street Points of Entry") and the South Sewer Plant (the "SSP Points of Entry"), as designated pursuant to Section 8(a), and the District agrees to receive and take at such points of entry, all Waste meeting the requirements of Section 9 which is collected by the City's Sewer System up to but not to exceed (i) for Plant 1, the Plant 1 Maximum Discharge Quantities, (ii) for Plant 2, the Plant 2 Maximum Discharge Quantities, and (iii) for the South Sewer Plant, the SSP Maximum Discharge Quantities. Such maximum quantities of Waste collected by the City's Sewer System shall be measured and determined as provided in Section 7. The City agrees to pay the District a surcharge as determined by the District pursuant to Section 11(c) in the event the quantity of Waste discharged by the City's Sewer System and received and taken by the District's System exceeds any of the quantities set forth in this Section 5.

The City acknowledges that, pursuant to the rules of the TCEQ, whenever the flow measurements at Plant 1, Plant 2 or the South Sewer Plant reaches 75% of the permitted average daily or annual average flow for such facility for three consecutive months, the District must initiate engineering and financial planning for expansion and upgrade of such facility, and whenever the daily average flow or annual average flow reaches 90% of the permitted average daily or annual flow for Plant 1, Plant 2 or the South Sewer Plant for three consecutive months, the District is obligated to obtain necessary authorization from the TCEQ to commence construction of additional treatment and collection facilities at such facility. The City further acknowledges that the costs incurred by the District for engineering and financial planning and for construction of additional treatment and collection facilities will either be reflected in the District's Waste service rate or paid from Fixed Charges as provided for in Section 11.

The parties hereto recognize that the District has no obligation under this Contract to accept and treat Waste from the City Sewer System at any System facilities other than those for which discharge quantities are specified in Schedule 1, but in its sole discretion, may allow or provide for such Waste to be accepted and treated at other System facilities.

Section 6. MEASURING EQUIPMENT. The parties recognize that pursuant to the District's Negotiated Sewage Service Contract the Waste collected by the Fort Cavazos Sewer System will be discharged in part into the City's Sewer System and will be discharged in part into the Trunk Sewer Facilities of the System at such points of entry as are designated pursuant to Section 8(a) of this Contract (the "Fort Cavazos Points of Entry"). As provided in the District's Negotiated Sewage Service Contract, the District will install, maintain and operate measuring equipment at each such Fort Cavazos Point of Entry, and each such Fort Cavazos Point of Entry shall also be designated as a Fort Cavazos measurement point (the "Fort Cavazos Measurement Points") pursuant to Section 8(b) of this Contract.

The parties further recognize that pursuant to the District's Waste Disposal Contract with Harker Heights, a portion of the Waste collected by the Harker Heights sewer system will be discharged into the System at such points of entry as are designated pursuant to Section 8(a) of this Contract (the "Harker Heights Points of Entry"). As provided in the Harker Heights Contract, the District will install, maintain and operate measuring equipment at each such Harker Heights Point of Entry and each Harker Heights Point of Entry shall also be designated as a Harker Heights

measurement point (the "Harker Heights Measurement Points") pursuant to Section 8(b) of this Contract.

The District will also furnish, install, operate, maintain and replace measuring equipment of a standard type for measuring properly the total of all Waste discharged into the System from the City's Sewer System. Such measuring equipment shall be located at each point designated pursuant to Section 8(b) of this Contract as a measurement point for the 38th Street Treatment Facilities (the "38th Street Measurement Points") and the South Sewer Plant (the "SSP Measurement Points"). All measuring equipment shall remain the property of the District, but the City shall have access thereto at all reasonable times for inspection and examination. The reading, calibration and adjustment of such measuring equipment shall be done only by the employees or independent contractors of the District. All readings of measuring equipment shall be entered upon the proper books and records to be maintained by the District and upon written request, the City may have access to such record books during reasonable business hours.

Not more than three times in each year of operation, the District shall, if requested in writing by the City to do so, calibrate its measuring equipment in the presence of a representative of the City, and the parties shall jointly observe any adjustments which are made to the measuring equipment in case any adjustment is found to be necessary.

The City may, at its option and its own expense, install and operate one or more check meters to check the measuring equipment of the District, but measurement of Waste for the purposes of this Contract shall be made by District's measuring equipment, except in case of specific written consent by the District. All such check meters shall be of standard make and shall be subject at all reasonable times to inspection and examination by any employee or agent of the District, but the reading, calibration and adjustment thereof shall be made only by the City, except during any period when a check meter may be used under specific written consent by the District for measuring the amount of Waste discharged, in which case the reading, calibration and adjustment thereof shall be made by the District with like effect as if such check meter or meters had been furnished or installed by the District.

Section 7. **MEASUREMENT OF WASTE**. The quantity of Waste discharged by the City into the 38th Street Treatment Facilities during any period of time shall be computed by determining the total quantity of all Waste discharged into the 38th Street Treatment Facilities by the City, the United States of America and Harker Heights, if any (which shall be determined by the measuring equipment at the 38th Street Measurement Points), and subtracting therefrom (i) the total quantity of Waste discharged by the United States of America as determined by the measuring equipment at the Fort Cavazos Measurement Points and (ii) the total quantity of Waste discharged by Harker Heights as determined by measuring equipment at the Harker Heights Measurement Points for Waste being discharged into the 38th Street Treatment Facilities. The result shall be deemed to be the total quantity of Waste discharged by the City into the 38th Street Treatment Facilities under this Contract. The quantity of Waste discharged by the City into the South Sewer Plant during any period of time shall be computed by determining the total quantity of all Waste discharged into the South Sewer Plant by the City and Harker Heights (which shall be determined by the measuring equipment at the SSP Measurement Point) and subtracting therefrom the total quantity of Waste discharged by Harker Heights as determined by the measuring equipment at the Harker Heights Measurement Points for Waste being discharged into the South Sewer Plant. The result shall be deemed to be the total quantity of Waste discharged by the City into the South Sewer Plant.

The unit of measurement of Waste shall be 1,000 gallons, U.S. Standard Liquid Measure.

The maximum rate at which Waste is discharged into the 38th Street Treatment Facilities shall be determined at the 38th Street Measurement Points.

The maximum rate at which Waste is discharged into the South Sewer Plant shall be determined at the SSP Measurement Points.

Whenever the Waste meter located at any of the Fort Cavazos Measurement Points or the Harker Heights Measurement Points for Waste being discharged into the 38th Street Treatment Facilities is removed or inoperable, the method of determining the quantity of Sewage contributed by the City to the 38th Street Treatment Facilities shall be as follows:

$$K2 = \frac{K1P2}{P1}$$

Where:

P1 = Total Plant Metered Waste (Historical Data for Time in Question);

P2 = Total Plant Metered Waste (Actual Time in Question);

K1 = City Waste (Historical Data for Time in Question); and

K2 = City Waste (Time in Question)

Whenever the Waste meter located at the Harker Heights Measurement Points for Waste being discharged into the South Sewer Plant is removed or inoperable, the method of determining the quantity of Sewage contributed by the City to the South Sewer Plant shall be as follows:

$$K2 = \frac{K1P2}{P1}$$

Where:

P1 = Total Plant Metered Waste (Historical Data for Time in Question);

P2 = Total Plant Metered Waste (Actual Time in Question);

K1 = City Waste (Historical Data for Time in Question); and

K2 = City Waste (Time in Question)

For the purposes of this Section 7, "Historical Data" is defined as the same period of time one year previous to "Time in Question".

Section 8. POINTS OF ENTRY AND TITLE; MEASUREMENT POINTS; TESTING POINTS. (a) The initial points of entry at which Waste shall be discharged by the City into the System shall be the 38th Street Points of Entry and the SSP Points of Entry identified on Appendix B hereto. The City and the District may designate substitute or additional points of entry at any time by mutual agreement. Title to all Waste deliverable hereunder to the District shall remain in the City to the respective point of entry and upon passing through the point of entry, title thereto and to all effluents therefrom shall pass to the District. As between the City and the District, the City shall be in exclusive control and possession of, and solely responsible for, Waste deliverable hereunder until the same shall pass through a point of entry, after which delivery the District shall be in exclusive control and possession thereof and solely responsible therefor. The

initial points of entry at which Waste collected by the Fort Cavazos Sewer System shall be discharged into the System shall be the Fort Cavazos Points of Entry identified on Appendix B hereto. The initial points of entry at which Waste shall be discharged by Harker Heights into the System shall be the Harker Heights Points of Entry identified on Appendix B hereto.

- (b) The initial points at which Waste discharged by the City into the System shall be measured shall be the 38th Street Measurement Points and SSP Measurement Points identified on Appendix C hereto. The City and the District may designate substitute or additional measurement points at any time by mutual agreement. The initial points at which Waste collected by the Fort Cavazos Sewer System and by Harker Heights shall be measured shall be the Fort Cavazos Measurement Points and the Harker Heights Measurement Points, respectively, identified on Appendix C hereto.
- (c) The initial points at which Waste discharged into the 38th Street Treatment Facilities and the South Sewer Plant shall be tested for compliance with this Contract pursuant to Section 10 hereof shall be those points identified on Appendix D. The City and the District may designate substitute or alternate testing points to those identified on Appendix D or required pursuant to Section 10 hereof at any time by mutual agreement.
- Section 9. REGULATION OF WASTE. In order to permit the District to properly treat and dispose of the City's Waste, to protect the public health and to permit cooperation with other entities for the protection of the physical, chemical and bacteriological quality of public waters and watercourses and to protect the properties of the System, the City and the District agree that the quality or strength of all Waste discharged by the City into the System must be regulated. The City agrees to regulate the quality and strength of the Waste to be discharged into the System as set forth in Appendix A. The parties further agree that the obligation of the District to receive Waste into the System shall depend upon compliance by the City with the provisions of Appendix A. The City further agrees that it will make such other and further regulations of the quality or strength of Waste discharged by the City into the System as may be required from time to time to permit the District to operate the System so as to treat and dispose of Waste in compliance with the order, rules, regulations or permits of any regulatory body.

Section 10. **TESTING**. (a) For the purposes of determining compliance with this Contract, the District will sample and test the quality of Waste discharged from the City to the 38th Street Treatment Facilities and the South Sewer Plant at the respective testing points designated pursuant to Section 8(c) for the 38th Street Treatment Facilities and the South Sewer Plant (the "Existing Sampling Locations") in accordance with the District's standard sampling and testing procedures. At the request of the City, the District will provide the results of such sampling and testing to the City on a monthly basis. If, at any time, the results of the District's sampling and testing of Waste at one of the Existing Sampling Locations indicates that the quality of the Waste discharged from the City to the 38th Street Treatment Facilities or the South Sewer Plant is not in compliance with the Waste quality requirements set forth in this Contract: (i) the District will, as soon as practicable, provide such sampling and testing results to the City; (ii) it shall be the obligation of the City to require the offending originator of such noncompliant materials to undertake remedial pretreatment before discharge into the City's Sewer System; and (iii) upon the request of and at the cost of the City, the District shall establish an additional mutually agreeable permanent sampling location (the "Alternate Sampling Location") to allow both the City and the

District the ability to obtain a representative sample of the Waste discharged from the City to the 38th Street Treatment Facilities or the South Sewer Plant (as applicable). The Alternate Sampling Location will include equipment necessary for both the District and the City to obtain a representative sample of the Waste being discharged into the 38th Street Treatment Facilities or the South Sewer Plant (as applicable) and will utilize sampling equipment as may be mutually agreeable to the District and the City. At the request of and at the cost of the City, Waste samples from the Alternate Sampling Location shall be tested and analyzed by a mutually agreeable third party certified laboratory and the results shall be provided to both the District and the City.

Section 11. PRICE OF WASTE DISPOSAL SERVICES. The District and the City hereby recognize that because the expenses of operation, maintenance and repair of the System and the Debt Service Requirements on Bonds issued to provide the System with which to serve the City and other customers will vary from time-to-time that it is neither practical nor possible to fix a schedule of specific rates in this Contract which will control the price paid by the City to the District for receiving, transporting, treating and disposing of Waste discharged by the City into the District's System throughout the term of this Contract. The parties further recognize, however, that the District is not organized for profit and that its rates for such receiving, transporting, treating and disposing of Waste should at all times be the lowest possible rates which are consistent with good business management on the part of the District and with the commitment which the District must make to its bondholders in order to borrow funds with which to acquire or construct additions and extensions, enlargements, improvements replacements or modifications to the System to provide Waste disposal services. The District further recognizes its obligations, as a public utility, to serve all customers of the same class without discrimination, either as to rates or types of service.

The District will establish rates for two classes of Waste disposal service customers: (1) the United States of America, with charges as prescribed in the District's Negotiated Sewage Service Contract, to which reference is made for full particulars; and (2) the civilian customers of the System, which are currently the City and Harker Heights. The charges to be paid by the civilian customers of the System shall include (a) fixed charges (herein called "Fixed Charges"), (b) annual operation, maintenance and repair charges (herein called "Operating Charges"), and (c) certain surcharges.

A. <u>Fixed Charges</u>. Fixed Charges to be paid by the City shall be a monthly amount equal to one-twelfth (1/12<sup>th</sup>) of the annual Debt Service Requirements of the Bonds for each respective year. The City shall commence monthly payments of Fixed Charges to the District under this provision as of the first day of the month or months after any such Bonds are delivered. Such payments shall be due commencing on such date irrespective of the actual date of completion of construction of the additions, extensions, enlargements, improvements, replacements or modifications of the System financed with such Bonds.

Fixed Charges shall include the following:

(1) Fixed Charges (38th Street Treatment Facilities). Any portions of the costs of the modification or expansion of the 38th Street Treatment Facilities allocated to the United States of America shall be charged as prescribed in the District's Negotiated Sewage Service Contract. Fixed Charges (38th Street Treatment Facilities) to be charged to the District's civilian customers shall include the entire Debt Service Requirements on Bonds hereafter issued for the following

purposes: (i) construct modifications to the 38th Street Treatment Facilities and (ii) construct facilities for the expansion of the 38th Street Treatment Facilities.

Apportionment of such charges with respect to Debt Service Requirements on Bonds hereafter issued shall be made among the civilian customers by the following methods:

- (a) Plant 1 Modifications. The amount of Debt Service Requirements on that portion of Bond moneys used to construct additions, extensions, enlargements, improvements, replacements modifications to Plant 1 that do not increase any civilian customer's Maximum Daily Discharge Quantity shall be shared by all civilian customers with a contractual right to discharge Waste into Plant 1. The amount to be paid by a particular civilian customer shall be determined by multiplying the total Debt Service Requirements (less any credit to such amount which may result from payments received from any additional customers the District may contract with pursuant to Section 18 (hereinafter referred to as "Additional Customers")) by a fraction, the numerator of which shall be the civilian customer's Plant 1 Maximum Daily Discharge Quantity, as it exists on the issuance date of the related Bonds, and the denominator of which shall be the aggregate of all civilian customers' Plant 1 Maximum Daily Discharge Quantities, as they exist on the issuance date of the related Bonds.
- (b) Plant 1 Expansions. The amount of Debt Service Requirements on that portion of Bond moneys used to acquire or construct additions, improvements, extensions, enlargements, replacements modifications to Plant 1 that increase any civilian customer's Maximum Daily Discharge Quantity shall be shared by all civilian customers with a contractual right to discharge Waste into Plant 1. The amount to be paid by a particular civilian customer shall be determined by multiplying the total Debt Service Requirements (less any credit to such amount which may result from payments received from Additional Customers) by a fraction, the numerator of which shall be such civilian customer's incremental increase in Plant 1 Maximum Daily Discharge Quantity as a result of such expansion and the denominator of which is the aggregate of all civilian customers' incremental increases in Plant 1 Maximum Daily Discharge Quantity as a result of such expansion.
- (c) <u>Plant 2 Modifications</u>. The amount of Debt Service Requirements on that portion of Bond moneys used to construct additions, extensions, enlargements, improvements, replacements or modifications to Plant 2 that do not increase any civilian customer's Maximum Daily Discharge Quantity shall be shared by all civilian customers with a contractual right to discharge Waste into Plant 2.

The amount to be paid by a particular civilian customer shall be determined by multiplying the total Debt Service Requirements (less any credit to such amount which may result from payments received from Additional Customers) by a fraction, the numerator of which shall be the civilian customer's Plant 2 Maximum Daily Discharge Quantity, as it exists on the issuance date of the related Bonds, and the denominator of which shall be the aggregate of all civilian customers' Plant 2 Maximum Discharge Quantities, as they exist on the issuance date of the related Bonds.

- (d) Plant 2 Expansions. The amount of Debt Service Requirements on that portion of Bond moneys used to acquire or construct additions, enlargements, improvements, extensions, replacements modifications to Plant 2 that increase any civilian customer's Maximum Daily Discharge Quantity shall be shared by all civilian customers with a contractual right to discharge Waste into Plant 2. The amount to be paid by a particular civilian customer shall be determined by multiplying the total Debt Service Requirements (less any credit to such amount which may result from payments received from Additional Customers) by a fraction, the numerator of which shall be such civilian customer's incremental increase in Plant 2 Maximum Daily Discharge Quantity as a result of such expansion and the denominator of which is the aggregate of all civilian customers' incremental increases in Plant 2 Maximum Daily Discharge Quantity as a result of such expansion.
- (2) <u>Fixed Charges (38th Street Trunk Sewer Facilities)</u>. Fixed Charges (38th Street Trunk Sewer Facilities) shall include the entire Debt Service Requirements on Bonds issued for the following purposes: (i) construct modifications to the 38th Street Trunk Sewer Facilities and (ii) acquire or construct new 38th Street Trunk Sewer Facilities.

Apportionment of such charges with respect to Debt Service Requirements on Bonds hereafter issued shall be made among the civilian customers by the following methods:

(a) The amount of Debt Service Requirements on that portion of Bond moneys used to construct additions, extensions, enlargements, improvements, replacements or modifications to then existing 38th Street Trunk Sewer Facilities or to acquire or construct new 38th Street Trunk Sewer Facilities that service all 38th Street Treatment Facilities civilian customers shall be shared by all civilian customers with a contractual right to discharge Waste into the 38th Street Treatment Facilities. The amount to be paid by a particular civilian customer shall be determined by multiplying the total Debt Service Requirements (less any credit to such amount which may result from payments received from Additional Customers) by a fraction, the

numerator of which shall be the customers 38th Street Treatment Facilities Maximum Daily Discharge Quantity, as it exists on the issuance date of the related Bonds, and the denominator of which shall be the aggregate of all civilian customers' 38th Street Treatment Facilities Maximum Daily Discharge Quantities, as they exist on the issuance date of the related Bonds.

- (b) The amount of Debt Service Requirements on that portion of Bond moneys used to construct additions, extensions, enlargements, improvements, replacements or modifications to then existing 38th Street Trunk Sewer Facilities or to acquire or construct new 38th Street Trunk Sewer Facilities that service only one civilian customer with a contractual right to discharge Waste into the 38th Street Treatment Facilities shall be allocated entirely to such civilian customer.
- (3) <u>Fixed Charges (South Sewer Plant)</u>. Fixed Charges (South Sewer Plant) to be charged to the District's civilian customers shall include the entire Debt Service Requirements on Bonds hereafter issued for the following purposes: (i) construct modifications to the South Sewer Plant and (ii) construct facilities for the expansion of the South Sewer Plant.

Apportionment of such charges with respect to Debt Service Requirements on Bonds hereafter issued shall be made among the civilian customers by the following methods:

- (a) South Sewer Plant Modifications. The amount of Debt Service Requirements on that portion of Bond moneys used to construct additions, extensions, enlargements, improvements, replacements or modifications to the South Sewer Plant that do not increase any civilian customer's Maximum Daily Discharge Quantity shall be shared by all civilian customers with a contractual right to discharge Waste into the South Sewer Plant. The amount to be paid by a particular civilian customer shall be determined by multiplying the total Debt Service Requirements (less any credit to such amount which may result from payments received from Additional Customers) by a fraction, the numerator of which shall be the civilian customer's SSP Maximum Daily Discharge Quantity, as it exists on the issuance date of the related Bonds, and the denominator of which shall be the aggregate of all civilian customers' SSP Maximum Daily Discharge Quantities, as they exist on the issuance date of the related Bonds.
- (b) <u>South Sewer Plant Expansions</u>. The amount of Debt Service Requirements on that portion of Bond moneys used to acquire or construct additions, extensions, enlargements, improvements,

replacements or modifications to the South Sewer Plant that increase any civilian customer's Maximum Daily Discharge Quantity shall be shared by all civilian customers with a contractual right to discharge Waste into the South Sewer Plant. The amount to be paid by a particular civilian customer shall be determined by multiplying the total Debt Service Requirements (less any credit to such amount which may result from payments received from Additional Customers) by a fraction, the numerator of which shall be such civilian customer's incremental increase in SSP Maximum Daily Discharge Quantity as a result of such expansion and the denominator of which is the aggregate of all civilian customers' incremental increases in SSP Maximum Daily Discharge Quantity as a result of such expansion.

(4) <u>Fixed Charges (SSP Trunk Sewer Facilities)</u>. Fixed Charges (SSP Trunk Sewer Facilities) shall include the entire Debt Service Requirements on Bonds issued for the following purposes: (i) construct modifications to the SSP Trunk Sewer Facilities and (ii) acquire or construct new SSP Trunk Sewer Facilities.

Apportionment of such charges with respect to Debt Service Requirements on Bonds hereafter issued shall be made among the civilian customers by the following methods:

- (a) The amount of Debt Service Requirements on that portion of Bond moneys used to construct additions, extensions, enlargements, improvements, replacements or modifications to then existing SSP Trunk Sewer Facilities or to acquire or construct new SSP Trunk Sewer Facilities that service all South Sewer Plant civilian customers shall be shared by all civilian customers with a contractual right to discharge Waste into the South Sewer Plant. The amount to be paid by a particular civilian customer shall be determined by multiplying the total Debt Service Requirements (less any credit to such amount which may result from payments received from Additional Customers) by a fraction, the numerator of which shall be the civilian customer's SSP Maximum Daily Discharge Quantity, as it exists on the issuance date of the related Bonds, and the denominator of which shall be the aggregate of all civilian customers' SSP Maximum Daily Discharge Quantities, as they exist on the issuance date of the related Bonds.
- (b) The amount of Debt Service Requirements on that portion of Bond moneys used to construct additions, extensions, enlargements, improvements, replacements or modifications to then existing SSP Trunk Sewer Facilities or to acquire or construct new SSP Trunk Sewer Facilities that service only one civilian customer with a

contractual right to discharge Waste into the South Sewer Plant shall be allocated entirely to such civilian customer.

- (5) Fixed Charges (Previously Issued Bonds). The District and the City acknowledge that the District had previously issued and has outstanding its Sanitary Sewer System Revenue and Refunding Bonds, Series 2014 (the "2014 Bonds"), issued in part to finance improvements to the South Sewer Plant. As consideration, for the execution and delivery of this Contract and the addition of Harker Heights as an Additional Customer of the System with an initial contractual right to discharge Waste into the South Sewer Plant, the entire outstanding Debt Service Requirements on the 2014 Bonds shall be allocated as Fixed Charges to Harker Heights under its Waste Disposal Contract with the District and shall constitute Fixed Charges under this Contract only if and only to the extent such Fixed Charges remain unpaid, and the City will receive a one-time payment from Harker Heights in the amount of \$1,039,777.46.
- B. Operating Charges. Effective October 1, 2023 and each October 1 thereafter, a Waste disposal rate order will be adopted by the District that will reflect both the Fixed Charges as described in the preceding paragraph and the Operating Charges as provided in the following paragraphs. The Operating Charges will be established based upon the estimated total Waste to be treated for the coming budget year and a budget adopted by the District on or before October 1 of each year. At least thirty (30) calendar days prior to each October 1, the rate established in the budget will be used until such time as the budget is adopted by the District. The budget may be based on the following factors:
  - (a) the reasonable and actual cost incurred by the District for the prior fiscal year in the operation and maintenance of its facilities, including, without limitation, wages and salaries, chemicals, the purchase and carrying of stores, materials and supplies, power, supervision, testing, engineering, auditing, claims, insurance, payments, and all other items and expenses of a like or different nature reasonably required for the efficient maintenance and operation thereof and the performance of the provisions of this Contract and also including the amount required to complete the establishment of and to maintain the \$[ ] contingency fund (previously established as a "maintenance, operation, repair and replacement reserve fund"), such contingency fund to be used for unusual expenditures of maintenance, operation, repair, and replacement of the System when money available in the District's System Fund is insufficient for such requirements, such amount not to exceed \$[ ] to be contributed to the contingency fund annually by the United States of America (Fort Cavazos), the City and Harker Heights until the contingency fund contains [ ] and as necessary thereafter to maintain such level; and
  - (b) Anticipated cost increases due to inflation and other factors; and

(c) An operating reserve fund, not to exceed two (2) months' estimated operation and maintenance costs.

The Waste disposal rate for Operating Charges will be determined by dividing the total budget for the year in question by the estimated total Waste to be treated for all customers of the System. If there is a substantial increase or decrease in operating or maintenance costs from the amounts included in the budget during any fiscal year, the Operating Charges for the then current year shall be adjusted accordingly.

Operating Charges shall be apportioned on a pro-rata basis among the District's customers, including the United States of America (Fort Cavazos), on the basis of the measured quantity of Waste discharged into the System by each customer during each billing period.

<u>Surcharges</u>. The City recognizes that, in addition to this Contract, the District has entered into waste disposal contracts with the United States of America and Harker Heights and that under such contracts the entire design capacity of Plant 1, Plant 2 and the South Sewer Plant available for use by the City, the United States of America and Harker Heights, as applicable, has been allocated among them. Consequently, the City recognizes that its contract maximum discharge quantities set forth in Schedule 1 of this Contract cannot be exceeded without encroaching upon the maximum discharge quantities of other System customers in such facilities, and the City hereby agrees not to exceed such maximum discharge quantities. The District, in its sole discretion, may charge the City a reasonable surcharge, in an amount not to exceed \$20,000 per occurrence, for (i) exceeding any of the maximum discharge quantities set forth in Schedule 1 or (ii) for failing to comply with the provisions of Appendix A with respect to the quality or strength of Waste discharged by the City's Sewer System and received and taken by the District's System. The amount of any surcharge actually received by the District shall be applied in any manner as the District deems appropriate under the circumstances, including, but not limited to, as a credit to the payments which the United States of America or Harker Heights is required to make under its waste disposal contract with the District. The provisions of this Section 11(C) shall not apply to excess quantities of Waste received by the District's System during emergency periods, which shall mean periods during which the delivery of Waste in excess of the contracted maximum rates set forth herein is justified because of danger to life or property.

Section 12. BILLING. The District shall read meters monthly and shall prompt render monthly bills to the City based upon such readings for Operating Charges and monthly bills for Fixed Charges as required in Section 11. The District shall, until further notice, render such bills on or before the 5th day of each month and such bills shall be due and payable on the 25<sup>th</sup> day of each month or twenty (20) days after the date the same are deposited in the United States mail, properly stamped and addressed to the City, whichever is later, and thereafter interest shall accrue thereon at the rate of seven percent (7%) per annum until paid in full. The District may, however, from time to time by sixty (60) days' written notice change the monthly date by which it shall render bills and all bills shall then be due and payable twenty (20) days after such date as herein provided. The City shall make payment of each bill to the District at its office in the City of Killeen, Bell County, Texas, or at such other place as the District may from time to time designate by written notice, and the City shall make payment in such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts.

Section 13. DELINQUENCY IN PAYMENT. In the event that the City fails to pay any bills when due and payable, the District may give written notice of such delinquency to the City and if all bills due and unpaid, including interest thereon, are not paid within forty-five (45) days after delivery of such notice, then the City agrees that the District shall be authorized, at its option, to institute suit for collection hereof and to collect any amounts due and unpaid, together with interest thereon and reasonable attorney's fees, and the City further agrees that the District may, at its option, discontinue receiving, transporting, treating and disposing of Waste of the City until all amounts due and unpaid are paid in full with interest as herein specified. Any such discontinuation of service shall not, however, relieve the City of its unconditional obligation to make the payments required under Section 11.

Section 14. OPERATING EXPENSE. The parties agree, and the City represents and covenants, that all moneys required to be paid by the City under this Contract shall constitute an operating expense of the City's Sewer System as part of its combined waterworks and sewer system, as authorized by the Constitution and laws of the State of Texas, including Chapter 791, Texas Government Code. For the purposes of Chapter 791, Texas Government Code, the City agrees not to obtain Waste treatment services from any source other than the District during the term of this Contract without having first obtained the written consent of the District.

Section 15. SOURCE OF PAYMENTS. All payments required to be made by the City to the District under this Contract shall be payable from the income of the City's combined waterworks and sewer system. The District shall never have the right to demand payment by the City of any obligations assumed by or imposed upon it under or by virtue of this Contract from any funds raised or to be raised by taxation and the City's obligations under this Contract shall never be construed to be a debt of the City of such kind as to require it under the Constitution and laws of the State of Texas to levy and collect a tax to discharge such obligation.

Section 16. PAYMENTS BY CITY UNCONDITIONAL. The City and the District recognize that the Bonds will be payable from, and secured by a pledge of the net revenues from the operation of the System, including sums of money to be received by the District under this Contract and that in order to make the Bonds marketable at the lowest available interest rate, it is to the mutual advantage of the City and the District that the City's obligation to make the payments required hereunder be, and the same is hereby, made unconditional. All sums payable hereunder to or on behalf of the District shall, as long as any part of the Bonds are outstanding and unpaid, be paid by the City without set-off, counterclaim, abatement, suspension or diminution except as otherwise expressly provided herein; and so long as any part of the Bonds are outstanding and unpaid, this Contract shall not terminate nor shall the City have any right to terminate this Contract or be entitled to the abatement of any payment or any reduction thereof, nor shall the obligations hereunder of the City be otherwise affected for any reason, it being the intention of the parties that so long as any part of the Bonds are outstanding and unpaid, that said amounts required to be paid by the City to the District shall continue to be payable in all events and the obligations of the City hereunder shall continue unaffected, unless the requirement to pay the same shall be reduced or terminated pursuant to an express provision of this Contract under Section 24.

<u>Section 17.</u> <u>INDEPENDENT CONTRACTOR</u>. As between the parties hereto, the District shall be solely responsible for operation of the System to transport, treat and dispose of all Waste received from the City pursuant to this Contract and the District shall operate the System

as an independent contractor. The obligation of the District to render such Waste disposal services shall be subject, however, to all present and future valid laws, orders, rules and regulations of the United States of America, the State of Texas, and any regulatory body having jurisdiction. The parties agree to cooperate to make such applications and to take such action as may be necessary to obtain compliance therewith.

Section 18. ADDITIONAL CUSTOMERS. The District agrees to operate the System initially for the sole use and benefit of the City, the United States of America and Harker Heights. The District, however, shall have the right to contract with other parties to render Waste disposal services from the operation of the System with the approval of the City. The District shall have the further right to enlarge the size and the capacity of the System for the use and benefit of other parties, but such enlargements in size and capacity shall not impair the right of the City to discharge the maximum annual quantities of Waste as set forth in Schedule 1 to this Contract. Further, any such contract shall require such a customer or person to pay the Debt Service Requirements on any Bonds which are issued to enlarge, extend, improve or modify the System to provide such Waste disposal services and an equitable share of the Fixed Charges and Operating Charges described in Section 11.

Section 19. CONTRACTS BY CITY. If the City and the District determine that the City is not fully utilizing its contracted Plant 1 Maximum Discharge Quantities, Plant 2 Maximum Discharge Quantities or SSP Maximum Discharge Quantities, the City shall have the right to enter into subcontracts with other parties under which such unused amounts may be used by such other party, with the approval of the District. The consideration as between or among the City and such other parties may be determined by the contracting parties, but no such transaction shall relieve the City of its primary obligation to the District under the terms of this Contract nor shall the approval of the District of such subcontracts ever be construed to do so.

#### Section 20. FACILITIES TO SERVE EXCLUSIVELY OTHER CUSTOMERS.

The parties recognize that the District may hereafter be called upon to finance, construct, acquire and equip facilities to collect, transport, treat and dispose of Waste exclusively for parties other than the City, the United States of America and Harker Heights. In such event, such facilities shall not constitute a part of the System, notwithstanding that they may be physically connected with the System or located on properties of the System, and the revenues received by the District from the use, ownership, operation, lease or sale of such facilities shall not constitute revenues received by the District from the ownership or operation of the System, but shall be available to pay the annual cost of operating and maintaining such facilities and may be pledged and applied to the payment of revenue bonds or other obligations to be issued by the District to construct or acquire and equip such facilities and acquire the sites therefor.

The District expressly agrees, however, that it will not issue any revenue bonds or other obligations payable in whole or in part from revenues to be received by the District from such facilities which are connected with the System, unless consulting engineers shall certify to the District that in their opinion such facilities are necessary to enable to District to collect, transport, treat and dispose of Waste of such party. Nothing herein contained, however, shall be construed to release the City from its unconditional obligation to make the payments as provided in Section 11 of this Contract.

- Section 21. DATA. To permit the District to accumulate statistical data which would enable it to render better service and facilitate plans for betterment and future expansion of the System, the City agrees to furnish to the District, prior to commencement of operation of the System and annually thereafter, such information as the District may from time to time request concerning the City's Sewer System, including the number of domestic connections, commercial and business connections, and the specific industrial connections to be served.
- Section 22. ADDITIONAL CAPACITY AND FACILITIES. (a) In the event additional capacity required to receive, transport, treat and dispose of all Waste collected by the City's Sewer System or in the event additional facilities or modifications to existing facilities are required to adequately treat and dispose Waste in accordance with the orders, rules, regulations or permits of any regulatory body, the District and the City will co-operate to determine the improvements or additional facilities which are needed (such improvements, additional facilities or modifications to existing facilities being hereinafter referred to as a "Project" or collectively as "Projects").
- (b) Upon determination by the City and the District that a Project is needed, the District will use its best efforts to issue and deliver its Bonds to obtain the necessary capital funds to finance the Project and, upon satisfaction of conditions set forth in Subsection (c)(6) below, the District will construct the Project. With respect to each issue of Bonds hereafter issued to finance a Project as contemplated by Section 11(A), there shall be attached hereto an addendum setting forth the following information:
  - (i) a description of the purpose(s) for the bonds (i.e., Plant 1 Modifications, Plant 1 Expansions, Plant 2 Modifications, Plant 2 Expansions, New 38th Street Trunk Sewer Facilities, South Sewer Plant Modifications, South Sewer Plant Expansions and/or New SSP Trunk Sewer Facilities, as applicable);
  - (ii) the aggregate principal amount and series designation (if applicable) of the Bonds being issued by the District and a percentage allocation of the Debt Service Requirements on such Bonds to the purposes for which they are being issued, as determined by the District in consultation with the District's engineers and financial advisors, and as provided for in Section 11(A); provided, that upon completion of all Projects to be constructed with the proceeds of any such Bonds, the District shall reconcile the actual expenditures of Bond proceeds to the indicated purposes for which such Bonds were issued and shall make any necessary adjustments to the allocation of Debt Service Requirements to such purposes; and
  - (iii) for each stated purpose for which the Bonds are being issued, the aggregate incremental increase in maximum daily discharge quantity for the appropriate customer group as a result of an expansion and a breakout (if applicable) of the incremental increase in maximum daily discharge quantity for each member of the customer group as a result of such expansion; provided, that in the case of modifications to the then existing facilities that do not result in or are not accompanied by an incremental increase in the maximum daily discharge quantity, the addendum shall specify the appropriate ratios to be

used in allocating Debt Service Requirements to the District's customers, as provided for in Section 11(A).

Notwithstanding the foregoing, neither an addendum to this Contract or any other action on the part of the City is required in connection with the issuance of Bonds by the District for any purpose, including the refunding or refinancing of previously issued Bonds; provided that the issuance of such Bonds does not result in an increase in the aggregate Debt Service Requirements payable as Fixed Charges by the City.

- (c) The following provisions shall be applicable to each Project financed with Bonds issued by the District:
  - (i) Preparation Of Project Plans. The District's consulting engineers for System matters, shall prepare plans and specifications and contract documents for construction of the Project and shall submit same to the District's General Manager for approval by the District. The plans and specifications and contract documents shall also be submitted to the City for review and approval. Specifically, throughout the design phase of the Project the District shall submit plans and specifications to the City at the 30%, 60% and 90% design level for review and comment. Comments shall be provided to the District in writing within thirty (30) days of receipt of the plans and specifications for each design level. The design phase for the Project shall be considered complete as of the date the District's consulting engineer has responded to the City's comments on the 90% complete plans and specifications for the Project. The District will furnish to the City one hard copy set of final bidding documents for the Project prior to releasing the Project for bid.
  - (ii) <u>Acquisition Of Real Estate And Easements</u>. The City hereby grants to the District the right, privilege, easement and right-of-way over, under, along and across all streets, alleys and public ways within the City for the purpose of constructing, repairing, maintaining and operating all sewer conveyance lines as shown on the engineering plans for the Project approved by the City, provided the District shall promptly restore any such streets, alleys, and public ways to substantially their former condition of usefulness.
  - (iii) <u>Cost of Construction</u>. The "cost of construction of the Project" shall include all costs of constructing and equipping the Project, together with the costs of acquisition of real estate and easements, the cost of preparing the plans and specifications, the fiscal, legal, advertising, engineering and material-testing costs, interest during construction, and all other costs and expenses relating to the foregoing or to the issuance and sale of the related Bonds.
  - (iv) <u>Construction Of Project</u>. The District shall obtain competitive bids for the construction of the Project provided it determines sufficient funds are or will be available to finance such construction. If the District determines that sufficient funds are or will be available and the District is satisfied with the

bids received, the District may award such contracts. The District shall then proceed to construct the Project substantially as provided in the final plans, specifications and contract documents, subject to any change orders issued during construction; provided, however, that if the District's consulting engineers estimate at the time of issuance thereof that any change order (including any written order for extra work) will, individually or in the aggregate with all previous change orders, increase the cost of construction of the Project in an amount greater than five percent (5%), such change order shall not be issued except with the approval of the City. Following the receipt of bids and the award of the contract for construction of the Project, the City may have a representative attend monthly construction progress meetings relating to the Project.

- (v) <u>Inspection By City</u>. The City's representatives shall have access at all times to construction in progress and may make such inspections thereof as deemed necessary or desirable and shall call to the attention of the General Manager of the District, or his designee, any deviations from the final plans and specifications as approved by the City. The City shall also have full access to all contracts, books, records, accounts and physical properties of, or relating to, the construction of the Project.
- (vi) <u>Conditions To Construction</u>. It is expressly understood and agreed that any obligation on the part of the District to construct and complete the Project shall be subject to (a) the District's obtaining sufficient funds to pay the cost of construction of the Project, and to establish reserve funds, including the sale and delivery of the Bonds upon terms satisfactory to the District; (b) the District's obtaining all real estate, easements, labor, equipment and materials required for the construction of the Project; (c) the District's obtaining all permits and licenses required to construct the Project; and (d) the District's obtaining all permits and licenses required to operate the System as modified and improved by the Project, including any required waste discharge permits issued by the TCEQ.
- (vii) <u>Completion Of Project</u>. The District will use reasonable diligence to construct and to complete the Project.
- <u>Section 23.</u> <u>MILITARY CAPACITY</u>. The City recognizes that, in connection with an expansion of the System, part of the design capacity of the System may be contracted by the United States of America for the use and benefit of Fort Cavazos; provided, that the United States of America bears the cost of its expanded capacity.
- Section 24. TERM. This Contract shall continue in force and effect for a period of 40 years from its date and for any time in addition thereto until all of the Bonds have been fully paid, both to principal and interest; provided, however, at any time after the Bonds have been fully paid, both as to principal and interest, the City or the District may, upon twelve (12) months' written notice to the other party, terminate this Contract. After the Bonds shall have been fully paid and

until termination of this Contract, the City shall continue to be entitled to receive the services as provided in this Contract upon payment of the Operating Charges.

Section 25. COVENANT TO MAINTAIN SUFFICIENT INCOME. The City agrees to fix and maintain such rates and collect such charges for the facilities and service provided by its waterworks and sewer system as will be adequate to permit the City to make prompt payment of all expenses of operating and maintaining such systems, including payments under this Contract, make prompt payment of the interest on and principal of the bonds or other obligations of the City payable, in whole or in part, from the revenues of its combined waterworks or its sewer system, or both. The City further agrees to comply with all of the provisions of the ordinances or indentures authorizing its bonds or other obligations which are payable, in whole or in part, from the revenues of its combined waterworks system and sewer system.

Section 26. WATER CONSERVATION PLAN. To the extent it has not already done so, the City agrees to adopt a water conservation plan within 270 days from the date of this Contract. Such water conservation plan shall meet the requirements of Texas Administrative Code Section 363.15, as in effect on the date of this Contract.

Section 27. FINANCIAL INFORMATION. To the extent and only during such time as the City is considered to be an "obligated person" (within the meaning of the United States Securities and Exchange Commission Rule 15c2-12 (the "Rule")) with respect to any of the Bonds issued to modify, improve, or expand the System, the City agrees, for the benefit of the holders of any such Bonds, to provide annually to the Municipal Securities Rulemaking Board, within 180 days after the end of each fiscal year of the City ending in or after the year 2023, financial information and operating data with respect to the City of the general type included in the City's financial statement. Any financial statements of the City to be so provided shall be (i) prepared in accordance with the accounting principles the city may be required to employ from time to time pursuant to Texas law and (ii) audited, if the City commissions an audit of such statements and the audit is completed within the required time. If the audit is not completed within the required time, then the City shall provide the audit when and if it becomes available.

Section 28. REDEMPTION OF BONDS. At such time or times as the Bonds, or any of them, are subject to optional redemption by the District, the District agrees to redeem such Bonds or any part thereof in accordance with the Bond Order authorizing their issuance upon receipt of a timely written request from the City and upon the City's timely providing the funds to the District necessary to pay the principal and accrued interest on such Bonds to the date of prior redemption, together with any premium required in the Bond Order, prior to the date on which the District calls such Bonds for redemption.

Section 29. APPROVAL BY THE CITY. Whenever this Contract requires or permits approval or consent to be hereafter given by the City, the City agrees that such approval or consent shall not be unreasonably withheld. Such approval or consent by the City may be evidenced by an ordinance or resolution adopted by the governing body of the City or by an appropriate certificate executed by a person, firm or entity authorized to determine and give approval or consent on behalf of the City pursuant to an ordinance or resolution adopted by the governing body of the City. Such approval or consent shall be effective without regard to whether given before or

after the time required herein and that no approval or consent of the City shall be required as a condition to any action by District except as expressly required in this Contract.

**FORCE MAJEURE**. In the event either party is rendered unable, wholly Section 30. or in part, by force majeure to carry out any of its obligations under this Contract (except the unconditional obligation of the City to make the payments required in Section 11(A)), then the obligations of such party, to the extent affected by such force majeure and to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of any inability so caused to the extent provided but for no longer period. As soon as reasonably possible after the occurrence of the force majeure relied upon, the party whose contractual obligations are affected thereby shall give notice and full particulars of such force majeure to the other party. Such cause, as far as possible, shall be remedied with all reasonable diligence. The term "force majeure," as used herein, shall include, without limitation of the generality thereof, acts of God, strikes, lockouts, or the industrial disturbances, acts of the public enemy, orders of any kind of the government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery pipelines or canals, partial or entire failure of water supply, and inability on part of City to provide water necessary for operation of its water and sewer system hereunder, or of District to receive Waste, and any other inabilities of either party, whether similar to those enumerated or otherwise, which are not within the control of the party claiming such inability, which such party could not have avoided by the exercise of due diligence and care. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any force majeure shall be remedies with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demand of the opposing party or parties when such settlement is unfavorable to it in the judgment of the party having the difficulty.

Section 31. REMEDIES UPON DEFAULT. It is not intended hereby to specify (and this Contract shall not be considered as specifying) an exclusive remedy for any default, but all such other remedies (other than termination) existing at law or in equity may be availed of by either party and shall be cumulative. Recognizing, however, that the District's undertaking to provide and maintain services as provided herein is an obligation, failure in the performance of which cannot be adequately compensated in money damages alone, the District agrees, in the event of any default on its part, that the City shall have available to it the equitable remedy of specific performance in addition to any other legal or equitable remedy (other than termination) which may also be available to the City, and further that in such event the City shall have available to it the right, but not the obligation, to take immediate possession of the System of any part thereof and to operate, maintain and keep the same in good repair until District demonstrates its ability and willingness to discharge its obligations hereunder.

Section 32. NO ADDITIONAL WAIVER IMPLIED. No waiver or waivers of any breach or default (or any breaches or defaults) by either party hereto of any term, covenant, condition or liability hereunder, or of performance by the other party of any duty or obligation hereunder, shall be deemed or construed to be a waiver of subsequent breaches or defaults of any kind, under any circumstances.

Section 33. ADDRESSES AND NOTICE. Unless otherwise provided in this Contract, any notice, communication, request, reply, or advice (herein, severally and collectively, for convenience, called "Notice") herein provided or permitted to be given, made, or accepted by either party to the other (except bills) must be in writing and may be given or to be served by depositing the same in the United States mail postpaid and registered or certified and addressed to the party to be notified, with return receipt requested, or by delivering the same to an officer of such party, or by prepaid telegram, when appropriate, addressed to the party to be notified. Notice deposited in the mail in the manner hereinabove described shall be conclusively deemed to be effective, unless otherwise stated in this Contract, from and after the expiration of three days after it is so deposited. Notice given in any other manner shall be effective only if and when received by the party to be notified. For the purposes of notice, the addresses of the parties shall, until changed as hereinafter provided, be as follows:

If to the District, to:

President
Bell County Water Control &
Improvement District No. 1
201 South 38th Street
Killeen, Texas 76543

If to the City, to:

Mayor and City Manager City of Killeen City Hall Killeen, Texas 76541

The parties shall have the right from time to time and at any time to change their respective addresses and each shall have the right to specify as its address any other address by at least fifteen days' written notice to the other party.

<u>Section 34.</u> <u>MODIFICATION</u>. This Contract shall be subject to change or modification only with the mutual consent of the governing bodies of each of the parties hereto, but the City recognizes that the Bond Order may contain covenants by the District not to consent to certain changes or modifications of this Contract.

<u>Section 35.</u> <u>ASSIGNABILITY</u>. This Contract shall not be assignable by the District without the prior written agreement of the governing body of the City and shall not be assignable by the City without the prior written agreement of the Board of Directors of the District.

<u>Section 36.</u> <u>PARTIES IN INTEREST</u>. This Contract shall be for the sole and exclusive benefit of the District, the City and the owners and holders of the Bonds. The District is hereby granted the specific right to assign, mortgage, transfer in trust; pledge or otherwise hypothecate or encumber the City's obligations to make payments under this Contract.

- Section 37. FINANCING STATEMENTS. The City agrees that at the request of the District it shall execute a financing statement meeting the requirements of the Texas Uniform Commercial Code and in a form satisfactory to the District to perfect any security interest created hereby. The City further agrees to execute such continuation statements or other documents as may be necessary to maintain such security interest.
- <u>Section 38.</u> <u>CAPTIONS</u>. The captions appearing in the first of each numbered section or paragraph of this Contract are inserted and included solely for convenience and shall never be considered or given any effect in construing this Contract, or any provision hereof, or in connection with the duties, obligations, or liabilities of the respective parties hereto or in ascertaining intent, if any question of intent should arise.
- Section 39. SEVERABILITY. The provisions of this contract are severable, and if any provision or part of this Contract or the application thereof to any person or circumstance shall ever be held in any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Contract and the application of such provision or part of this Contract to other persons or circumstances shall not be affected thereby.
- <u>Section 40.</u> <u>MERGER</u>. This Contract embodies the entire agreement between the parties relative to the subject matter thereof.
- <u>Section 41.</u> <u>PRIOR CONTRACT</u>. This Contract amends and restates the Prior Contract. Accordingly, from and after the date hereof the Prior Contract shall be of no further force or effect.

Section 42. CHOICE OF LAW. THIS CONTRACT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF TEXAS.

[Signature Pages Follow]

**IN WITNESS WHEREOF**, the parties hereto have executed this Contract in seven copies, each of which shall be deemed to be an original, as of the date and year first written in this Contract.

## BELL COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NO. 1

	By:			
ATTEST:	President, Board of Directors			
Secretary, Board of Directors	_			
(SEAL)				
	CITY OF KILLEEN, TEXAS			
ATTEST:	By: Mayor, City of Killeen, Texas			
City Clerk, City of Killeen, Texas	_			
(SEAL)				
APPROVED AS TO FORM AND LEGALITY	EXAMINED AND APPROVED:			
City Attorney, City of Killeen, Texas	Director of Finance, City of Killeen, Texas			

THE STATE OF TEXAS	<b>§ § §</b>						
COUNTY OF BELL	<b>§</b> §						
day personally appeared officer whose name is subscr same was the act of the said DISTRICT NO. 1, and that h	ersigned, a Notary Public in and for said County and State, on this, known to me to be the person and bed to the foregoing instrument, and acknowledged to me that the BELL COUNTY WATER CONTROL AND IMPROVEMENT executed the same as the act of such District for the purposes and d, and in the capacity therein stated.						
GIVEN UNDER M	Y HAND AND SEAL OF OFFICE this the day of						
	Notary Public in and for Bell County, Texas						
THE STATE OF TEXAS	§						
COUNTY OF BELL	<b>§ § §</b>						
day personally appeared officer whose name is subscr same was the act of the City	ersigned, a Notary Public in and for said County and State, on this, known to me to be the person and bed to the foregoing instrument, and acknowledged to me that the f Killeen, Texas, a municipal corporation, and that he executed the bal corporation for the purposes and consideration therein expressed, red.						
GIVEN UNDER M	Y HAND AND SEAL OF OFFICE this the day of						
	Notary Public in and for Bell County, Texas						

# SCHEDULE 1 MAXIMUM DISCHARGE QUANTITIES

#### APPENDIX A

#### **QUALITY OF WASTE**

- 1. **<u>DEFINITIONS.</u>** As used in this Appendix A, the following terms and phrases shall have meanings as follows:
- (a) The term "Properly Shredded Garbage" means garbage that has been shredded to such a degree that all particles will be carried freely under the flow conditions normally prevailing in public sewers, with no particle greater than one-half inch in any dimension.
- (b) The term "B.O.D." (denoting biochemical oxygen demand) means the quantity of oxygen utilized in biochemical oxidation of organic matter under standard laboratory procedure in five days at 20° Centigrade expressed in milligrams per liter.
- (c) The term "Suspended Solids" means solids that either float on the surface or are in suspension in water, waste, sewage or other liquids and which are removable by laboratory filtering expressed in milligrams per liter.
- (d) The term "pH" means the common logarithm of the reciprocal of the weight of hydrogen ions in grams per liter of solution.
- (e) The term "Greases" means fats, waxes, oils, and other similar non-volatile material in waste which are extracted by hexane from an acidified sample using the Soxhlet method.
- 2. <u>DISCHARGE INTO THE DISTRICT'S SYSTEM</u>. Discharges into the District's System shall consist only of sewage, Industrial Waste, Properly Shredded Garbage and other wastes which are amenable to biological treatment and are free from the prohibited constituents listed in Section 3 below and limited in B.O.D., suspended solids, dissolved sulfides and pH as follows: (a) the B.O.D. of waste delivered to District's Systems, as determined by standard methods, shall not exceed 250 mg/l; (b) Suspended Solids delivered to the District's System, as determined by standard methods, shall not exceed 300 mg/l; and (c) the pH of waste delivered to District's System shall be not lower than 6.0 nor higher than 10.0. No acids shall be discharged into District's System unless neutralized to a pH of 6 or more; and dissolved sulfides in waste at the point of delivery to the District's System shall not exceed 0.1 mg/l.
- 3. WASTE NOT ADMISSIBLE. The following shall not be admissible into the District's System: gasoline, cleaning solvents, oils, Greases, mineral oils, ashes, cinders, sand, gravel, tar, asphalt, ceramic wastes, plastics, other viscous substances, feathers, hair, rags, metal, metal filings, glass, wood shavings, sawdust, unshredded garbage, toxic, corrosive, explosive or malodorous gases, acetylene generation sludge; cyanides or cyanogen compounds capable of liberating hydrocyanic gas or acidification in excess of 2 mg/l by weight as CN; radioactive materials which will permit a transient concentration higher than 100 microcuries per liter; emulsified oil and Grease, exclusive of soaps, exceeding on analysis an average of 100 mg/l of ether-soluble matter; acids or alkalis having a pH value lower than 6 or higher than 10.0; salts of the heavy metals in solution or suspension exceeding 3 mg/l of the following metals: Chromium as CR, Copper as CU, Zinc as Zn, Nickel as Ni, and Cadmium as Cd.

- 4. <u>INDUSTRIAL WASTES.</u> The effect of certain types of Industrial Waste upon sewers and waste treatment processes are such as to require that careful and special consideration be made of each industrial connection. This is a matter of concern both to the District and to the City. Accordingly, the City will regulate the discharge of Industrial Waste into the City's Sewer System, and in turn into the System, including requirements for pre-treatment before discharge into the City's Sewer System if necessary to meet the quality requirements for admissible waste listed above subject to the filing by applicant industry of a statement, a copy of which shall be forwarded to District, containing the following information:
  - (i) Name and address of applicant;
  - (ii) Type of industry;
  - (iii) Quantity of plant waste;
  - (iv) Typical analysis of the waste;
  - (v) Type of pre-treatment proposed;

and such other information as to the District may from time-to-time request by written notice. To facilitate inspection and control of Industrial Waste, the City will require industries to separate Industrial Waste from sewage until such Industrial Waste has passed through an inspection manhole which shall be located so as to be accessible at all times to inspectors of City and the District. If inspection indicates that damage might result from the discharge, the permit shall be revoked unless and until the industry promptly establishes acceptable remedial measures.

# APPENDIX B POINTS OF ENTRY [TO COME]

# APPENDIX C MEASUREMENT POINTS [TO COME]

# APPENDIX D TESTING POINTS [TO COME]

# RESTATED AND AMENDED WCID #1 AGREEMENT TO INCLUDE HARKER HEIGHTS

## Background

- In 1968, the City of Killeen (COK) entered into a Waste Disposal Contract with Bell County Water Control and Improvement District No. #1 (WCID) for the treatment of the City's wastewater.
  - Originally, WCID agreed to operate the sanitary sewer system for the sole benefit of COK and Fort Cavazos (Fort Hood).
  - This contract has been amended eight (8) times for various reasons.
- The Restated and Amended Waste Disposal Contract incorporates those amendments and proposes changes relating to the addition of the City of Harker Heights as a customer to discharge waste into the sanitary sewer system.

# Background Cont.

- WCID and COK have determined it is in the best interest for the parties to amend and restate the agreement to:
  - Provide for the addition of Harker Heights as a customer with a contractual right to discharge waste into the sanitary sewer system; and
  - Modify certain provisions relating to:
    - Maximum discharge quantities for COK and Harker Heights,
    - Price of service, and
    - Allocation of existing and future debt on obligations issued or incurred for the construction or improvement of the sanitary system facilities.
- WCID and COK are authorized to enter into this contract pursuant to the Texas Constitution and laws of the State of Texas, including, Chapter 791, Texas Government Code, as amended, and Chapter 30, Texas Water Code, as amended.

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# Financial Impact

Series 2014 Sewer System Bonds									
							Discount	Pre	esent (4) Value to
Date		Principal		Interest		Total	Rate(s)		10/1/23
10/1/23	\$	-	\$	-	\$	-			
1/10/24		-		185,092.47		185,092.47	4.030%	\$	183,072.68
7/10/24		2,665,000.00		185,092.47		2,850,092.47	4.030%		2,763,310.57
1/10/25		-		146,928.34		146,928.34	4.030%		139,640.79
7/10/25		2,745,000.00		146,928.34		2,891,928.34	4.030%		2,694,202.33
1/10/26		-		107,618.56		107,618.56	4.030%		98,280.15
7/10/26		2,825,000.00		107,618.56		2,932,618.56	4.030%		2,625,247.12
1/10/27		-		67,163.15		67,163.15	4.030%		58,936.13
7/10/27		2,905,000.00		67,163.15		2,972,163.15	4.030%		2,556,578.84
1/10/28		-		25,562.09		25,562.09	4.030%		21,553.55
7/10/28		1,785,000.00		25,562.09		1,810,562.09	4.030%		1,496,483.38
Totals	\$	12,925,000.00	\$	1,064,729.22	\$	13,989,729.22		\$	12,637,305.54
(+) Plus: City Cash Payment on 10/1/23 1,039,777.46									
(=) Total NPV \$ 13,677,083.00									

159

- Do not authorize the Restated and Amended Water
   Disposal Contract with WCID to include Harker Heights.
- Authorize the Restated and Amended Water Disposal Contract with WCID to include Harker Heights.

.

City Council authorize the City Manager, or designee, to execute the Restated and Amended Water Disposal Contract with WCID to include Harker Heights and meet the need for wastewater disposal as required by Texas Commission on Environmental Quality (TCEQ).



#### City of Killeen

#### Staff Report

File Number: RS-23-137

Consider a memorandum/resolution rejecting bid received for Bid No. 23-39, Chaparral Pump Station Project.

DATE: September 5, 2023

TO: Kent Cagle, City Manager

FROM: Jeffery Reynolds, Executive Director of Public Works

SUBJECT: Reject Submissions for Bid No. 23-39, Chaparral Pump Station Project

#### **BACKGROUND AND FINDINGS:**

The 2019 Water and Wastewater Master Plan includes project 4W - construction of an 8.0 MGD pump station at the site of the new Chaparral Elevated Storage Tank (EST). This new pump station will pump water from the Chaparral EST into the water distribution system for the Upper Pressure Plane - the western half of the City. The City solicited bids for construction of the pump station. Three (3) contractors attended the mandatory pre-bid meeting on July 13, 2023.

On August 3, 2023, SSP Industries, LP, who was the only bidder, submitted a bid in the amount of \$8,434,743. In response, Freese and Nichols, Inc. (FNI), the engineering design team for the project, recommended a No Reward due to only receiving one bid and that the sole submitted bid was significantly higher than FNI's opinion of probable construction cost (OPCC). The estimated cost at the time of the Master Plan was \$5,244,000.

#### **THE ALTERNATIVES CONSIDERED:**

- (1) Authorize the award of Bid No. 23-39, Chaparral Pump Station Project to the only bidder, SSP Industries, LP, in the amount of \$8,434,743.
- (2) Do not authorize the award of Bid No. 23-39, Chaparral Pump Station Project and rebid this project at a later date.

#### Which alternative is recommended? Why?

Alternative two (2) is recommended due to the submission of only one bid and that bid being significantly higher than FNI's OPCC.

#### **CONFORMITY TO CITY POLICY:**

Rejection of the bid follows the competitive bid process permitted per local Government Code, Killeen City Charter, and the City's purchasing policy.

#### **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:**

Authorize the rejection of Bid No. 23-39, Chaparral Pump Station Project.

#### **DEPARTMENTAL CLEARANCES:**

Public Works Finance Legal

#### **ATTACHED SUPPORTING DOCUMENTS:**

Bid Proposal

Freese and Nichols Letter of Recommendation



#### City of Killeen

#### Purchasing

#### Lorianne Luciano, Director of Procurement

802 N 2nd St, Killeen, TX 76541

#### PROPOSAL DOCUMENT REPORT

Bid No. 23-39

Chaparral Pump Station

RESPONSE DEADLINE: August 3, 2023 at 2:00 pm Report Generated: Thursday, August 3, 2023

SSP Industries, LP Proposal

#### **CONTACT INFORMATION**

#### Company:

SSP Industries, LP

#### Email:

jpotts@ssp-ind.com

#### Contact:

Jared Potts

#### Address:

2749 Chaparral Rd. Killeen, TX 76541

#### Phone:

N/A

#### Website:

www.ssp-ind.com

#### **Submission Date:**

Aug 3, 2023 1:51 PM

#### ADDENDA CONFIRMATION

Addendum #1
Confirmed Jul 28, 2023 10:07 AM by Jared Potts

#### **QUESTIONNAIRE**

#### 1. Conflict of Interest Questionnaire (Form CIQ)\*

Please download the below documents, complete, and upload.

• Conflict of Interest Questi...

 ${\sf CIQ\_-\_Conflict\_of\_Interest\_form\_Required\_with\_Bid\_Docs.pdf}$ 

#### 2. Certificate of Interested Parties (Form 1295)\*

If awarded, vendor must submit the Certificate of Interested Parties Form 1295 online.

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 award.

Please confirm that you shall file the Certificate of Interested Parties (Form 1295) if awarded the contract.

Confirmed

#### 3. Acknowledgement – "Boycott Israel\*

By submitting this proposal 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.

Confirmed

#### 4. Acknowledgement - "Boycott Energy Companies"\*

By submitting this proposal 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).

Confirmed

5. Acknowledgement – "Prohibition on contracts with companies that discriminate against firearm and ammunition industries"\*

By submitting this proposal 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.

Confirmed

#### 6. Antitrust Law Certification\*

The vendor hereby certifies that neither the vendor nor the entity represented by the vendor, 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 solicitation opening with any competitor or any other person engaged in such line of business.

Yes

#### 7. Litigation Disclosure\*

Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

No

8. Has the company been disqualified or debarred by any public agency, including the Federal Government, from participation in public contracts?\*

No

- 9. Does any City of Killeen employee or official have any financial or other interest in your company?\*
- **10.** Can service be accomplished as specified in the specifications?\* Yes
- 11. When can service commence after award (number of days)?\*

15

#### 12. Point of contact to resolve issues (delivery or invoice):\*

Please provide the name, title, address, email, and phone number of contact.

Melissa Miller

AR

mmiller@ssp-ind.com

(254) 699-2115 ex. 206

#### 13. Copyrighted Material\*

Texas Public Information Act

Steps to Assert Information Confidential or Proprietary

All bids or proposals, data, and information submitted to the City of Killeen are subject to release under the Texas Public Information Act ("Act") unless exempt from release under the Act. You are not encouraged to submit data and/or information that you consider to be confidential or proprietary unless it is absolutely required to understand and evaluate your submission.

On each page where confidential or proprietary information appears, you must label the confidential or proprietary information. Do not label every page of your submission as confidential as there are pages (such as the certification forms and bid sheet with pricing) that are not confidential. It is recommended that each page that contains either confidential or proprietary information be printed on colored paper (such as yellow or pink paper). At a minimum the pages where the confidential information appears should be labeled and the information you consider confidential or proprietary clearly marked.

Failure to label the actual pages on which information considered confidential appears will be considered as a waiver of confidential or proprietary rights in the information.

In the event a request for public information is filed with the City which involves your submission, you will be notified by the City of the request so that you have an opportunity to present your reasons for claims of confidentiality to the Texas Attorney General.

The proposal/bid submitted to the City contains NO confidential information and may be released to the public if required under the Texas Public Information Act.

#### 14. If your proposal contains confidential information identify where it is located.

Where in your proposal is the confidential information? Please be specific.

Chaparral Pump Station

NONE

### 15. Does bidder maintain insurance as specified herein (see insurance requirements within the specifications and terms and conditions)?\*

Answer YES or

If your answer is NO, then please describe the differences here.

YES

#### 16. Insurance Broker Information\*

Please provide your Insurance Broker's Name, contact name, phone number, fax number, and email address.

**BKCW** 

Cindy McFall

(254) 699-7100 -phone

(254) 699-6680 -fax

c.mcfall@bkcw.com

#### 17. Are there claims that are pending against this insurance policy?\*

Answer No or

If yes, please describe:

YES,

- A. (1ea) Auto damage claim
- B. (1ea) Equipment damage claim

#### 18. Proposal Requirements\*

Did you read through and confirm that you met all of the proposal requirements in the specifications and contract documents? Yes

## 19. Proposal Documents\* Please Upload your COMPLETE Proposal here.

Chaparral\_Pump\_Station\_-\_23-39\_SSP\_Bid\_Proposal\_8.03.2023\_2pm.pdf

#### **CONFLICT OF INTEREST QUESTIONNAIRE**

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.	OFFICE USE ONLY			
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).	Date Received			
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.				
Name of vendor who has a business relationship with local governmental entity.				
Check this box if you are filing an update to a previously filed questionnaire. (The law re completed questionnaire with the appropriate filing authority not later than the 7th business you became aware that the originally filed questionnaire was incomplete or inaccurate.)				
Name of local government officer about whom the information is being disclosed.				
N/A				
Name of Officer				
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  X  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  X  No  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 o ownership interest of one percent or more.  N/A	nicer or director, or holds an			
Check this box if the vendor has given the local government officer or a family member as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a)(a)(b) (c) (d) (d) (d) (d) (d) (d) (d) (d) (d) (d				
7				
Signature of vendor doing business with the governmental entity	ate			

#### **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;
      - (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
    - (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.

2749 Chaparral Rd Killeen, TX 76542 Phone 254.699.2115 3453 N PanAm Expressway Ste 113

> San Antonio, TX 78233 Phone: 210.600.4072

# Chaparral Pump Station Bid #23-39

Response Deadline: August 3, 2023, 2:00 pm

#### **Bid Submission by:**

SSP Industries, LP 2749 Chaparral Rd.

Killeen, Texas 76549

#### Care Of:

City of Killeen

Attn: Purchasing

802 2<sup>nd</sup> Street, Bldg. E

Killeen, Texas 76541

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#### BID PROPOSAL

The undersigned, as Bidder, declares that the only person or parties interested in this Bid proposal ("Bid") as principals are those named herein, that this Bid is made without collusion with any other person, firms, or corporation, that he has carefully examined the form of contract, Notice to Bidders, Specifications and the Plans therein referred to, and has carefully examined the locations, conditions, and classes of materials of the proposed work, and agrees that he will provide all the necessary labor, machinery, tools, apparatus, and other items incidental to construction, and will do all the work and furnish all the materials called for in the Contract and Specifications in the manner prescribed and according to the requirements of the Engineer as herein set forth.

It is understood that the following quantities of work to be done at unit prices are approximate only, and are intended principally to serve as a guide in evaluating bids. Payments for such items will be made on the basis of the actual quantity incorporated in the Work.

It is further agreed that the quantities of work to be done at unit prices and material to be furnished may be increased or diminished as may be considered necessary, in the opinion of the Engineer, to complete the Work fully as planned and contemplated, and that all quantities of work, whether increased or decreased, are to be performed at the unit prices set forth below except as provided for in the Specifications.

It is further agreed that lump sum prices may be increased to cover additional work ordered by the Engineer, but not shown on the Plans or required by the Specifications, in accordance with the provisions of the General Conditions. Similarly, they may be decreased to cover deletion of work so ordered.

It is understood and agreed that the work is to be completed in full within the time shown in the Instruction to Bidders.

Accompanying this Bid is a Cashier's C	Check or Bid Bond in the amount of	
Bid Bond 5% of the total amount bid	DOLLARS (\$	),
which is a minimum of five (5%) percen	nt of the total amount of the Base Bid.	,

The bid security accompanying this Bid shall be returned to the Bidder, unless, in case of the acceptance of the Bid the Bidder shall fail to execute a Contract and file a Performance and Payment Bond within ten (10) days after its acceptance, in which case the Bid security shall become the property of the OWNER, and shall be considered as payment for damages due to delay and other inconveniences suffered by the OWNER on account of such failure of the Bidder. It is understood that the OWNER reserves the right to reject any and all Bids received.

November 2021 CoK BN: 23-39

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#### **Unit Prices**

Item No.	Bid Item Description	Estimated Quantities	Measur	e Unit Price	Unit Amount
1.01	Mobilization (Supplementary Conditions Item 15)	1	LS	\$398,847.00	\$398,847.00
1.02	Furnish and Install 8 MGD Pump Station, complete with all appurtenances, site work and all other work not identified in other bid items, complete as specified and indicated on the drawings for the unit price of:	1	LS	\$ <u>4,095,580.00</u>	\$ <u>4,095,580.00</u>
1.03	Furnish and install all electrical equipment, lighting, instrumentation, controls, SCADA system, and all appurtenant work to support the pumpstation as specified and indicated on the drawings for the unit price of:	1	LS	\$3,890,912.00	\$3,890,912.00
1.04	Trench Safety Plan (Item 212)	1	LS	\$1,000.00	\$1,000.00
1.05	Trench Safety Implementation (Item 212)	650	LF	1.00	\$650.00
1.06	Trench Safety Implementation for Excavations* (Item 212)  Electric Utility Allowance to provide electric service to the pump station. This	3,877	SF St	2.00 ub total of above	\$7,754.00 \$8,394,743.00
1.07	effort includes BEC installing 3-phase service lines, set transformer, and new service to pump station.  Total Bid	1	LS	\$40,000.00	\$40,000.00 \$8,434,743.00
*Minimum :	Total Materials Bid				\$6,631,025.00

\*Minimum area

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The undersigned certifies that the Bid prices contained in this Bid have been carefully checked and are submitted as correct and final.

Receipt is hereby acknowledged of the following addenda to the Contract Documents:

Addendum No. 1 dated <u>07/27/2023</u>	Received 07/28/2023
Addendum No. 2 dated	
Addendum No. 3 dated	Received
	Corporation, organized and existing under
the laws of the State of Texas	, o <del>r; a Partnership consisting of <u>3 partners</u></del>
, or; and Individual, doing business a	By:
Seal, if a Corporation	·
•	Ronald C. Fournier
	TITLE
	PO Box 690159 Killeen TX 76549
	MAILING ADDRESS
	2749 Chaparral Road
	STREET ADDRESS
	Killeen TX 76542
	CITY AND STATE
	_(254) 699-2115
	TELEPHONE NUMBER

November 2021 CoK BN: 23-39

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## **BID BOND**

KNOW SSP Indus	ALL tries. LP	MEN	BY	THESE	PRESENTS,	that	we,	the	undersigned,
		as Princ	ipal, and	d firmly bour	d unto City of K				
						as owner			
					measure of liqu				
					hereby jointly a	nd seven	ally bind	d ourse	lves, our heirs,
executors,	administr	rators, suc	cessors	and assigns.					
Signed this	31	rd		day of	August	,2	023		
Th	e conditio	on of the	ibova ol	diantion is en	ch that whereas	the Princ	inal has	. endomit	ted to The City
					y made a part he				
for the CH.					y made a part ne	icoi to c	andi mu	o a com	ract in writing,
101 1110 211				1011					
Now, There	efore,								
-	-	If sai	d Bid sh	all be rejecte	d, or in the altern	nate,			
		If sai	d Bid sh	all be accept	ed and the Princi	ipal shall	be acce	epted an	d the Principal
					n of contract at				
					d for his faithful				
					mishing material			therewi	th, and shall in
all other res	spects per	rform the	agreeme	ent created by	the acceptance	of said E	id,		
understood face amoun The and its bon may accept IN and such o	and agre t of this less surety, deshall be such Bid WITNES fethem as	ed that the bond and a for value e in no wal; and said SS WHER s are corp	e liabilit forfeited receive ray impa l Surety LEOF, the poration	y of the Sure l as a proper red, hereby strained or affect does hereby the Principal as a have cause officers, the day	ame shall remain ty for any breach neasure of liquic ipulates and agnited by any exter waive notice of a and the Surety had their corporate ay and year set for	n of conditated dark ees that assion of any such ave here e seals to	lition he nages. the obliquime wi extension unto set o be her	gations thin whon, their hareto affi	of said Surety ich the Owner ands and seals, ixed and these
				SE	Principal Principal Justol			(1	L.S.)
					he Hanover Insura	ınce Com	pany		
				51	ırety				
SEAL				B	y: Brad Ballew, A	Attorney-	n-Fact		

(a) (b)

**SEAL** 

## THE HANOVER INSURANCE COMPANY MASSACHUSETTS BAY INSURANCE COMPANY CITIZENS INSURANCE COMPANY OF AMERICA

#### **POWER OF ATTORNEY**

THIS Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

### KNOW ALL PERSONS BY THESE PRESENTS:

That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, (hereinafter individually and collectively the "Company") does hereby constitute and appoint,

#### David S. Ballew and Brad Ballew

of Ballew Surety Agency Inc, of Austin, TX each individually, if there be more than one named, as its true and lawful attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, any and all surety bonds, recognizances, undertakings or surety obligations. The execution of such surety bonds, recognizances, undertakings or surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company, in their own proper persons. Provided however, that this power of attorney limits the acts of those named herein; and they have no authority to bind the Company except in the manner stated and to the extent of any limitation stated below:

Any such obligations in the United States, not to exceed Thirty-Five Million and No/100 (\$35,000,000) in any single instance

That this power is made and executed pursuant to the authority of the following Resolutions passed by the Board of Directors of said Company, and said Resolutions remain in full force and effect:

RESOLVED: That the President or any Vice President, in conjunction with any Vice President, be end they hereby are authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as it acts, to execute and acknowledge for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons.

RESOLVED: That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile. (Adopted October 7, 1981 – The Hanover Insurance Company; Adopted April 14, 1982 – Massachusetts Bay Insurance Company; Adopted September 7, 2001 – Citizens Insurance Company of America and affirmed by each Company on March 24, 2014)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 26th day of February, 2020.

THE HANOVER INSURANCE COMPANY MASSACHUSETTS DAY INSURANCE COMPANY OF AMERICA

Vice President

0

THE HANDVER INSURANCE COMPANY MASSACHUSETTS BAY INSURANCE COMPANY OF AMERICA

14, Kawlecki, Vice President

THE COMMONWEALTH OF MASSACHUSETTS COUNTY OF WORCESTER

) ) 88.

On this 26th day of February, 2020 before me came the above named Executive Vice President and Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.

ARLEEN V. SIMONS
Notary Public
COMMONWEATH OF MASSACHUSETTS
My Commission Expires
June 15, 2023

Arieen V Simons, Notary Public My Commission Expires June 15, 2023

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this <u>3rd</u> day of <u>August</u>

2023.

Theolie A Continue Vice President



## **Texas Complaint Notice**

Commercial Lines

### **IMPORTANT NOTICE**

To obtain information or make a complaint:

You may call The Hanover Insurance Company/ Citizens Insurance Company of America's toll-free telephone number for information or to make a complaint at:

1-800-343-6044

You may also write to The Hanover Insurance Company/ Citizens Insurance Company of America at:

440 Lincoln Street Worcester, MA 01653

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance:

P. O. Box 149104 Austin, TX 78714-9104 Fax: (512) 475-1771

Web: http://www.tdi.texas.gov

E-mail: ConsumerProtection@tdi.texas.gov

#### PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact the agent or the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY: This notice is for information only and does not become a part or condition of the attached document.

## **AVISO IMPORTANTE**

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis de The Hanover Insurance Company/Citizens Insurance Company of America's para informacion o para someter una queja al:

1-800-343-6044

Usted tambien puede escribir a The Hanover Insurance Company/Citizens Insurance Company of America al:

440 Lincoln Street Worcester, MA 01653

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

P. O. Box 149104 Austin, TX 78714-9104 Fax: (512) 475-1771

Web: http://www.tdi.texas.gov

E-mail: ConsumerProtection@tdi.texas.gov

#### **DISPUTAS SOBRE PRIMAS O RECLAMOS:**

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el agente o la compania primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA: Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

## STATEMENT OF QUALIFICATIONS

TABLE 1 – GENERAL INFO	RMATION		
A. COMPANY DATA			
Organization Doing Business:	SSP Industries, LP		
Business Address:	2749 Chaparral Road		
	Killeen TX 76542		
Telephone Number:	254-699-2115		
Fax Number:	254-554-8039		
Form of Business:	Corporation	Partnership × Indi	vidual Joint Venture
		CORPORATION	
Date of Incorporation:			
State Incorporated:			
President's Name:			
Vice President's Name:			
,			
	IF A I	PARTNERSHIP	
Date of Organization:	06/18/2010		
Type	General	I	imited×
- 7 F -		N INDIVIDUAL	
Name:			
Business Address:			
Business Haaress.	IF A JO	OINT VENTURE	
Name of Manager:	11 11 0	OH ( PER TOTAL	
Name of Firm:			
Name of Individual			
Companies:			
Companies.			
B. BUSINESS INFORMATIO	)N		
Current Number of Full Time		Past Year's Revenues:	
Employees:	128	Tust Tear 5 Revenues.	\$25,248,003.00
Average Number of Projects		Average Construction	<b>.</b>
Annually:	21	Cost of Project:	\$833,826.98
C. DIVISION OF WORK BE	TWEEN CONTR		TRACTORS
1. List work that will be provided			
·	•	· · · · · · · · · · · · · · · · · · ·	
Project management, site s			
appurtenances, pump insta	allation, testing,	chemical feed installa	ation, erosion control, and
re-vegetation.			
2. List work that will be provide	ad by Subcontractor	re on this project	
		1 3	
			asphalt placement, site dirt
work, electrical control wor	k and SCADA, f	encing (permanent &	temporary), & steel
fabrication.			

TABLE 2 – CONSTRUCTION EXPERIENCE					
1. Years of experience	on similar drainage and utility	projects: 22			
As a General Contractor:	20	Number of Total Projects:	198		
2. Number of similar da	rainage and utility projects con	mpleted in the past five (5) years?	5		
3. Has this or a predece work award to it?	No				
4. Has this or a predece past ten (10) years?	No				
5. Has this or a predece any project within	No				
6. Is offering company currently involved in any litigation or contemplating any litigation?			No		
7. Has this or a predecessor company ever refused to construct of refused to provide materials defined in Contract Documents on a project?			No		
	urrently filed against the offer on previous projects?	or by either subcontractor or	No		

TABLE 3 – PROPOSED KEY PERSONNEL				
PROJECT MANAGER				
Name of Project Manager	Ronald C. Fournier			
Years of Experience as PM	33			
Number of Similar Projects as PM with this company	100			
Number of Similar Projects with other companies (PM)	33			
Current Assignments	7			
% of time dedicated to this project	50			
Reference Project				
Project Name: Shallowford Lift Station	Reference Name: Jim Billeck			
Title: c.o.o	Organization: City of Temple			
Telephone Number: 254-699-2115	Email: jbilleck@templetx.gov			
PROJECT SUPERINTENDENT				
Name of Superintendent	William Salas			
Years of Experience as Superintendent	16			
Number of Similar Projects as Super with this company	50			
Number of Similar Project with other companies (Super)	25			
Current Assignments	6			
% of time dedicated to this project	90			
Reference Project				
Project Name: Shallow Ford Lift Station	Reference Name: Jim Billeck			
Title: General Superintendent	Organization: City of Temple			
Telephone Number: 254-535-2268	Email: jbilleck@templetx.gov			

## TABLE 4 – SIMILAR PROJECTS COMPLETED WITHIN LAST 5 YEARS

## REFERENCE PROJECT 1

## **Project Description**

900 If of 30" force main, 80 If of 48" gravity sewer, construction of a 38 MGD fully redudant lift station complete with (6) 200HP submersible pumps on VFD's, (2) 900 kw emergency generators, the CIP wet well was constructed as two separate basins that can be operated independently (for future maintenance purposes), a 940 sf CMU electrical controls building complete with 20-ton HVAC system, basement for electrical cable trays, TPO roofing system with roof beams, 600 If of perimeter CMU block security fencing 8' high complete with three strand barbed wire and manual 20' wide swing gate, with asphalt access roadway.

Owner	Project Name	Contract Amount	Date Completed	% Change Orders			
City of Temple Shallowford Lift Station Improvements		\$6,387,109.24	06/31/19	4.71%			
Owner's Reference In	Owner's Reference Information						
Name Title		Organization	Telephone	E-Mail			
James Billeck	Project Manager	City of Temple	(254) 298-5620	jbilleck@templetx.gov			
Engineer's Reference Information							
Name	Title	Company	Telephone	E-Mail			
Thomas D. Valle	P.E.	KPA Engineers	(254) 760-8498	tvalle@kpaengineers.com			

### **REFERENCE PROJECT 2**

## **Project Description**

9,300 If of 8" force main complete with ARVs & FM clean outs, 2,200 If of 8" gravity, construction of a 12' diameter wet well and a triplex lift station complete with a CMU controls building to house VFDs and SCADA telemetry, standing seam metal roof, with a 1-ton HVAC system, 240 If of perimeter chain-link security fencing complete with three strand barbed wire and (1) 20' sliding gate & (1) 16' swing gate, with concrete access roadway.

Owner	Project Name	Contract Amount	Date Completed	% Change Orders			
American Water MSG	American Water MSG 69ADA UEPH Water & Sewer		August 2023	2.53%			
Owner's Reference In	Owner's Reference Information						
Name Title		Organization	Telephone	E-Mail			
Stephen Ratcliffe	Project Manager	American Water MSG	(713) 256-4968	stephen.ratcliffe@amwater.com			
Engineer's Reference	Engineer's Reference Information						
Name Title		Company	Telephone	E-Mail			
Travis Clark	P.E.	Jones-Heroy & Associates	(512) 573-6975	travis@jones-heroy.com			

## **REFERENCE PROJECT 3**

## **Project Description**

Provide a skid-mounted 1000 GPM primary fire booster pump house designed to boost the residual pressure in the existing line from 40 PSI to 80 PSI, a pressure maintenance (jockey) pump sized to maintain system pressure, all requisite electrical controls, redistribute site water and sewer services to new building.

Owner	Owner Project Name		Date Completed	% Change Orders			
American Water MSG	DLA Complex Water & Sewer	\$749,722.00	05/06/22	11.25%			
Owner's Reference In	Owner's Reference Information						
Name Title		Organization	Telephone	E-Mail			
Stephen Ratcliffe	Project Manager	American Water MSG	(713) 256-4968	stephen.ratcliffe@amwater.com			
Engineer's Reference	Engineer's Reference Information						
Name	Title	Company	Telephone	E-Mail			
Travis Clark	P.E.	Jones-Heroy & Associates	(512) 573-6975	travis@jones-heroy.com			

TABLE 5 – SUBCONTRACTORS AND SUPPLIERS						
	PROJECT SPECIFIC SUBCONTRACTORS (greater than 10% of work)					
Name	Work to	be Provided	% of Contract			
T Morales Company	Electrical distribut	ion and connections	45%			
Provide a list of major equipn	nent or material suppliers fo	or use on project.				
Supplier	Name	Material or Equipmen	t Supplied			
Ferguson W	aterworks	Piping, valving, and fittings				
Pump Solutions (see attachi	ment 1- list of deviations)	Horizontal split-case pumps				
T Mora	ales	Generator package, switchgear, electrica	I wiring & appurtenances			

## Litigation Summary

Summary of current or past project-necessitated litigation pursued by, or brought against, your firm in the previous five

(5) years: None

## **AFFIDAVIT**

State	Texas	
County of	Bell	
	C. Fournier	being duly sworn deposes and attests that he/she is
C.O.D	(name)	and is a duly authorized representative of the Offeror
	(title)	and is a duty authorized representative of the Official
submitting the	e foregoing Statement of Qualific	cations and related information, that he/she has read such documents,
that he/she is	authorized to submit such inform	nation on behalf of the Offeror, and that such documents are true and
correct and co	ontain no factual errors or materia	l misrepresentations.
Signature	00.	
Signed and sw	vorn to me before this 3rd	day of August2023
Melissa Notary Publi		My Notary ID # 128752955 Expires September 28, 2027
My Commissi	ion expires: 28 September	2027

## **CONFLICT OF INTEREST QUESTIONNAIRE**

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Se	ssion. OFFICE USE ONLY
This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a value a business relationship as defined by Section 176.001(1-a) with a local governmental entivendor meets requirements under Section 176.006(a).	
By law this questionnaire must be filed with the records administrator of the local governmental entithan the 7th business day after the date the vendor becomes aware of facts that require the state 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 offense under this section is a misdemeanor.	Code. An
Name of vendor who has a business relationship with local governmental entity.	
N/A	
Check this box if you are filing an update to a previously filed questionnaire. completed questionnaire with the appropriate filing authority not later than the you became aware that the originally filed questionnaire was incomplete or in	7th business day after the date on which
Name of local government officer about whom the information is being disclosed	l.
N/A	
Name of Officer	
Describe each employment or other business relationship with the local gover officer, as described by Section 176.003(a)(2)(A). Also describe any family relatic Complete subparts A and B for each employment or business relationship described as necessary.  N/A  A. Is the local government officer or a family member of the officer recother than investment income, from the vendor?  Yes  No  B. Is the vendor receiving or likely to receive taxable income, other than of the local government officer or a family member of the officer AND the local governmental entity?  Yes  No	conship with the local government officer.  Deed. Attach additional pages to this Form  Deelving or likely to receive taxable income,  Deelving or likely to receive taxable income,
Describe each employment or business relationship that the vendor named in Souther business entity with respect to which the local government officer servownership interest of one percent or more.  N/A  Check this box if the vendor has given the local government officer or a familias described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a)(b).	es as an officer or director, or holds an
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.

<u>Local Government Code § 176.001(1-a)</u>: "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

## Local Government Code § 176.003(a)(2)(A) and (B):

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:
  - (2) the vendor:
    - (A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that
      - (i) a contract between the local governmental entity and vendor has been executed; or
      - (ii) the local governmental entity is considering entering into a contract with the vendor;
    - (B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:
      - (i) a contract between the local governmental entity and vendor has been executed; or
      - (ii) the local governmental entity is considering entering into a contract with the vendor.

## Local Government Code § 176.006(a) and (a-1)

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:
  - (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
  - (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
  - (3) has a family relationship with a local government officer of that local governmental entity.
- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:
  - (1) the date that the vendor:
    - (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
    - (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or
  - (2) the date the vendor becomes aware:
    - (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
    - (B) that the vendor has given one or more gifts described by Subsection (a); or
    - (C) of a family relationship with a local government officer.

## CERTIFICATE OF CORPORATE RESOLUTION

Ι, _	, Secretary, hereby certify as follows:						
1.	I am the duly elected, qualified and acting Secretary of						
	a corporation, (the "Corporation".						
2.	The Corporation is duly incorporated, legally existing and in good standing under the laws of the State						
	of, and is duly qualified to transact business and to own, operate and develop its						
	properties in the State of						
3.	Attached hereto and made a part hereof is a true and complete copy of the resolution duly and legally						
	adopted on by the Board of Directors of the Corporation in						
	accordance with the By-laws of the Corporation and applicable law. Such resolutions have been duly						
	entered in the minutes of such meeting in the minute book of the corporation and have not been						
	rescinded or modified in any respect and are presently in full force and effect.						
4.	The following persons are duly elected, qualified and acting officers of the corporation and hold						
	respective offices set opposite their names:						
	: President						
	: Vice President						
	: Secretary						
	TO CERTIFY WHICH I have executed this certificate this day of, 2021.						
	Secretary						
	STATE OF COUNTY OF						
	This instrument was acknowledged before me on the day of,						
	2021 by, Secretary, of						
	, a corporation, on behalf of						
	said Corporation.						
	Notary Public, State of						
	Name:						
	My commission expires						

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# LOCAL GOVERNMENT OFFICER

FORM CIS

CONFLICTS DISCLOSU	JRE STATEMENT			i Oikiii Oik	
(Instructions for completing and filing this	s form are provided on the back.)				
• • • •	iate local governmental entity that the has become aware of facts that require		OFFI	CE USE ONLY	
<u> </u>	in accordance with chapter 176, Local	Date	Recei	ved	
1 Name of Local Government Officer					
N/A					
2 Office Held					
N/A					
Name of person described by Sectio	ns 176.002(a) and 176.003(a), Local Governmen	t Code			
N/A					
Description of the nature and extent	of employment or business relationship with p	erson na	amed	l in item 3	
N/A					
5 List gifts if aggregate value of the gi	fts received from person named in item 3 excee	ed \$250			
Date Gift Received Des	scription of Gift			Did Not Accept G	3ift
Date Gift Received Des	scription of Gift			Did Not Accept G	∂ift
Date Gift Received Des	scription of Gift			Did Not Accept G	∋ift
	(attach additional forms as necessary)				
6 AFFIDAVIT	I swear under penalty of perjury that the above statement the disclosure applies to a family member (as defined by Code) of a government officer. I also acknowledge that this described by Section 176.003(a)(2)(b), Local Government	Section 1 s stateme	176.00	11(2), Local Governm	ent
	Signature of Loca	l Governi	ment (	Officer	
AFFIX NOTARY STAMP / SEAL ABOVE					
Sworn to and subscribed before me, by the s	aid	, thi	s the	da	ау
of, 20, to cer	tify which, witness my hand and seal of office.				
Signature of officer administering oath	Printed name of officer administering oath	Title of c	officer	administering oath	_

# LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

Section 176.003 of the Local Government Code requires certain local government officers to file this form. A "local government officer" is defined as a member of a governing body of a local government entity or a director, superintendent, administrator, president, or other person designated as the executive officer of the local government entity. This form is required to be filed with the records administrator of the local governmental entity not later than 5 p.m. on the seventh business day after the date on which the officer becomes aware of the facts that require the filing of this statement.

A local government officer commits an offense if the officer knowingly violates Section 176.003, Local Government Code. An offense under this section is a Class C misdemeanor.

Please refer to chapter 176 of the Local Government Code for detailed information regarding the requirement to file this form.

## INSTRUCTIONS FOR COMPLETING THIS FORM

The following numbers correspond to the numbered boxes on the other side.

- 1. Name of Local Government Officer. Enter the name of local government officer filing this statement.
- **2. Office Held.** Enter the name of the office held by the local government officer filing this statement.
- **3.** Name of person described by Sections 176.002(a) and 176.003(a), Local Government Code. Enter the name of the person described by Section 176.002, Local Government Code with whom the officer has an employment or other business relationship as described by Section 176.003(a), Local Government Code.
- **4.** Description of the nature and extent of employment or business relationship with person named in item 3. Describe the nature and extent of the relationship of the employment or other business relationship with the person in item 3 as described by Section 176.003(a), Local Government Code.
- **5.** List gifts if aggregate value of the gifts received from person named in number 3 exceed \$250. List gifts received during the 12-month period (described by Section 176.003(a)(2)(B), Local Government Code) by the local government officer or family member of the officer from the person named in number 3 that in the aggregate exceed \$250 in value.
- **6. Affidavit.** Signature of local government officer.

## **FORM 1295** CERTIFICATE OF INTERESTED PARTIES OFFICE USE ONLY 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. Name of business entity filing form, and the city, state and country of the business entity's place of business. Name of governmental entity or state agency that is a party to the contract for which the form is being filed. 3 Provide the identification number used by the governmental entity or state agency to track of and provide a description of the services, goods, or other property to be provided update contract. Nature of Interest (check applicable) City, State, Country Name of Interested Party (place of business) Controlling Intermediary St way. ex 5 Check only if there terested Party. UNSWORN DECL \_\_\_\_\_, and my date of birth is \_ (street) (city) (country) (zip code) nder penalty of perjury that the foregoing is true and correct. \_\_\_\_\_ County, State of \_\_\_\_\_ , on the \_\_\_\_ day of \_\_\_ Executed in

## ADD ADDITIONAL PAGES AS NECESSARY

Signature of authorized agent of contracting business entity (Declarant)

## THIS PAGE INTENTIONALLY LEFT BLANK

## Attachment 1



18594 US Hwy. 59 New Caney, Texas 77357 Phone: 281-399-9400 Fax: 281-399-4901

THIS TRANSMITTAL CONSISTS OF \_1\_ PAGE(S) INCLUDING THIS PAGE.

TO: Bidding Estimator

FROM: Cole Green DATE: Aug 3<sup>rd</sup>, 2023

RE: City of Killeen – Chaparral Pump Station

Pump Solutions Inc., is pleased to offer the following equipment for the subject project:

Three (3) Patterson Model 12x10 MAA single stage horizontal split case pump rated at 2777 GPM @ 187 FT TDH at 1770 RPM with the following features:

- Materials of Construction:
  - · Case: Cast Iron ASTM A48 Class 40
  - · Case Rings: 420 Stainless 100 BRN Harder than Case Rings
  - · Impeller: ASTM A487 CA-6NM Class "B" with 13% chrome and 4% Nickel
  - · Impeller Rings: 420 Stainless
  - · Shaft: ASTM A276 Type 410
  - · Shaft Sleeves 410 SS with 50 BRN
- Drip Rim Base/ Coupling/ Guard
- Mechanical Seal: Chesterton 442
- Motor: 200 HP, 1800 RPM Motor (TEFC enclosure, 460/3/60)
- Test: Unwitnessed Hydro and Performance
- Paint: Interior Belzon 1340 / Exterior PPG Epoxy
- Accessories
  - · 1 x Anchor Bolt Template
  - · 3 x Sets of Anchor Bolts
  - 1 x Spreader Bar
- Spares
  - · 1 x 12 Months of Lubrication
  - · 1 x Complete Rotating Element
  - · 1 x Pump Bearings
  - · 1 x Set of Case Rings
  - · 1 x Set of Impeller Rings
  - · 1 x Set of Shaft Sleeves
  - · 1 x Set of Gaskets
  - · 1 x Set of Mechanical Seals

One (1) Lot of Delivery to the Job Site and Start-up Services

IMPORTANT NOTE: As the project specification stands (8/3/23), the Patterson 12x10 MAA pump listed above does NOT meet the requirements of the specification. Pump Solutions, Inc. can NOT guarantee that a pump that meets the current specification can be provided by Patterson. Engineering approval will be required before this pump can be ordered.

A list of all exceptions to the project specification is included in this document.

	List of Deviations From Contract Specifications			
09 96 00.01	Patterson will use its standard coatings (PPG brand) in lieu of the manufacturers specified. Patterson will provide color code data for Contractor's use in sourcing a local supplier of touch up paint if needed.			
43 23 21 1.08 C 1	Patterson will not be responsible for any modifications that are needed to the existing block or piping. If needed, shall be by the contractor or others.			
43 23 21 1.08 A 10	Patterson is providing a 12x10 pump that has the best efficiency point to the right of Rated Point 1.			
43 23 21 1.08 A 8	Patterson has reviewed the system curve and takes exception to meeting the minimum system curve at full speed but it can be achieved at reduced speed with VFD.			
43 23 21 1.08 B 1	Patterson takes exception to maximum operating head of 215 ft in the POR of the pump, but can confirm it will be in the AOR.			
43 23 21 2.02 A 12	The surge withstand capability requirement is applicable only on form wound motors.			
43 23 21 1.04 D 3 r,s	Patterson has provide the specified RTD but does not see the request for vibration sensors and switches need to be provided. If vibration sensors and switches are needed a quote can be provided.			
43 23 21 1.04 D 3 i	Bearing life calculation submittal is not available on sleeve bearing motors.			
Article 6.19 43 23 21 1.07	Patterson is offering its standard warranty only with a duration of 24 months from installation or 36 months from shipment, whichever occurs first. The offered warranty allows for a maximum of 12 months from the time of shipment to the achievement of Substantial Completion. Extensions beyond the included warranty will incur an additional charge. Removal and reinstallation is by Contractor compliant with Patterson's standard warranty.			
43 23 21 1.03 B 2 d	Factory noise and vibration testing is for record only as Patterson's test facility is a temporary set up.			
43 23 21 1.03 B 2 m	Patterson has not included cleaning and disinfecting of the equipment and this shall be done by contractor or others.			
43 23 21 1.08 A 7	Patterson takes exception to providing a 2" threaded outlet on the pump casing a s our design consists of a 1" outlet.			
43 23 21 1.08 A 14	Patterson is meeting the intent of NSF per 43 23 21 1.08 A 13 due to the interior coating of Belzona. If NSF certification is required Patterson will need to apply Scotchkote 134 Fusion Bond.			
43 23 21 2.02 A 14	US motor can only guarantee motor efficiency at full load.US motor does not guarantee power factor as system details changes in the field.			

43 23 21 2.02 D 1	US is offering two cycles of vacuum pressure impregnation with 100% solid epoxy resins, which meets NEMA definition for moisture-resistant winding per NEMA MG1 - 1.27.1. Exception to three coatings.
43 23 21 2.02 J 1 q	Insulation Voltage Rating information is not provided in the submittal package. Motor meets minimum value of 1960V.
43 23 21 2.02 J 1 u	US Motor does not recommend the use of power factor correction capacitors as serious damage may occur to the motor and VFD.
43 23 21 2.05 A 9	Patterson has not provided a stuffing box assembly or motor bearings in the proposal price but if advised what is considered a stuffing box assembly, a price adder can be provided.



10431 Morado Circle, Suite 300 + Austin, Texas 78759 + 512-617-3100 + FAX 817-735-7491

www.freese.com

August 4, 2021

Steve Kana, P.E.
Director of Water and Sewer Utilities
City of Killeen, Texas
805 West Jasper Drive
Killeen, TX 76541

Re: Recommendation of No Award for the Chaparral Pump Station Bid No. 23-29 (FNI Project #KIL17231).

Dear Mr. Kana:

One (1) bid was received for the above referenced project on Thursday, August 3, 2023. The bid was for the construction of an 8 million gallon per day (MGD) pump station, associated appurtenances, and various site work. SSP Industries, LP provided a bid of \$8,394,743.00, the sole bid for the project. A detailed bid tabulation is attached.

Freese and Nichols, Inc (FNI) does not recommend that the project be awarded to SSP Industries, LP at this time. Their bid is significantly higher than the last opinion of probable construction cost provided by FNI and they are the only bidder so there are no comparable bids.

Sincerely,

Freese and Nichols, Inc.

Anne Hoskins, P.E. Project Manager

Attachments: Bid Tabulation



Freese & Nichols, Inc. 10431 Morado Circle, Building 5, Suite 300 Austin, TX 78759

Client: City of Killeen Project: Chaparral Elevated Storage Tank (Bid No. 23-29) Bid Date: August 3, 2023 Project No.: KIL17231			SSP Industries, LP. 2749 Chaparral Rd. Killeen, TX 76541 (254) 699-2115			
# Description		Quantity	Unit	Unit Cost	Total Cost	
1.01   Mobilization (Supplementary Conditions Item 15)		1	LS	\$398,847.00	\$398,847.00	
Furnish and install 8 MGD Pump Station, complete with all appurtenances, site work and all other work not identified in other bid items, completed as specified and indicated on the drawings for the unit price of:		1	LS	\$4,095,580.00	\$4,095,580.00	
Furnish and install all electrical equipment, lighting, instrumentation, controls, SCADA system, and all appurtentant work to support the elevated storage tank site as specified and indicated on the drawings for the unit price of:		1	LS	\$3,890,912.00	\$3,890,912.00	
1.04 Trench Safety Plan (Item 212)		1	LS	\$1,000.00	\$1,000.00	
1.05 Trench Safety Implementation (Item 212)		650	LF	\$1.00	\$650.00	
1.06 Trench Safety Implementation for Excavations (Item 212)		3,877	SF	\$2.00	\$7,754.00	
1.07 the phase	trical Uitlity Allowance to provide electric service to bump station. This effort includes BEC installling 3- se service lines, set transformer, and new service to p station	1	LS	\$40,000.00	\$40,000.00	
TOTAL AMOUNT - BASE BID				\$8,434,743.00		
TOTAL MATERIALS BID				\$6,631,025.00		
Notes		· · · · · · · · · · · · · · · · · · ·				

REJECT SUBMISSION FOR BID NO. 23-39, CHAPARRAL PUMP STATION PROJECT

# Background and Findings

- The 2019 Water and Wastewater Master Plan includes project 4W – construction of an 8 MGD pump station at the site of the Chaparral Elevated Storage Tank (EST), that will pump water from the Chaparral EST into the water distribution system in the Upper Pressure Plane – western half of the City.
- □ Bid 23-39, Chaparral Pump Station Project was advertised for bid on July 2 and July 9, 2023.
- On August 3, 2023, one bid was received in response to Bid No.
   23-39 from SSP Industries, LP in the amount of \$8,434,743.
- □ Freese & Nichols, Inc recommends not awarding this contract due to significant difference from original estimate of \$4,560,000.

- Authorize the rejection of Bid 23-39, Chaparral Pump Station Project.
- Do not authorize the rejection of Bid No. 23-39, Chaparral Pump Station Project.

## Recommendation

City Council authorize the rejection of Bid No. 23-39,
 Chaparral Pump Station Project.



## City of Killeen

## Staff Report

File Number: RS-23-138

Consider a memorandum/resolution authorizing the City Manager to accept a Federal Aviation Administration (FAA) Airport Infrastructure Grant (AIG) offer for the Design of the Passenger Terminal Mechanical Improvements Project at Killeen-Fort Hood Regional Airport (KFHRA), in the amount of \$267,322.

DATE: September 5, 2023

TO: Kent Cagle, City Manager

FROM: Mike Wilson, Executive Director of Aviation

SUBJECT: FAA Grant Acceptance-Passenger Terminal Mechanical Improvements

Design

#### **BACKGROUND AND FINDINGS:**

The Bipartisan Infrastructure Law (BIL) signed into law on November 15, 2021, provides \$15 billion in Airport Infrastructure Grants (AIG) over a five (5) year period for airport-related projects as defined under the existing Airport Improvement Grant and Passenger Facility Charge (PFC) criteria.

Staff has applied for a Federal Aviation Administration (FAA) BIL AIG to fund 90% of the design of the Passenger Terminal Mechanical Improvements Project (Project) at the KFHRA. This would include Design Services, Project Administration, and Bidding Services. Matching funds, in the amount of \$29,703, will come from the FAA Passenger Facilities Charge Application that was approved by the FAA on February 16, 2023.

The Project is comprised of various components including replacing the baggage claim carousels and associated belt systems; upgrading the baggage system control hardware and software; replacing the preconditioned air units on boarding bridges 1 and 6; and replacing the emergency generator.

The grant offer is anticipated to arrive on, or around, September 1, 2023, and must be fully executed no later than September 14, 2023. Therefore, pre-authorization of the City Manager to sign and accept the grant is requested. Acceptance of this grant requires the City to make assurances related to the continued availability of the Airport to the public and compliance with a number of Federal Regulations and standards.

### **THE ALTERNATIVES CONSIDERED:**

- 1. Do not authorize the City Manager to accept the grant.
- 2. Authorize the City Manager to accept the grant

## Which alternative is recommended? Why?

Alternate 2 is recommended because:

1. The project is 100% funded by the Grant and PFC funds and there is no impact on the Airport operating fund or fund balance.

### **CONFORMITY TO CITY POLICY:**

This item conforms to local and state policies.

## **FINANCIAL IMPACT:**

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

The total cost for the Passenger Terminal Mechanical Improvements Project design amounts to \$297,025. Funding for this project will come from two sources: 90% or \$267,322 from the FAA and a grant match of 10% or \$29,703 from the Passenger Facility Charge (PFC). Consequently, the financial impact is limited to the 10% contribution from PFC funds.

### Is this a one-time or recurring expenditure?

This is a one-time expenditure.

#### Is this expenditure budgeted?

Yes, funds will be appropriated in the Aviation AIP Grant Fund accounts 524-0515-521.44-28 and 524-0515-521.69-01 and the Passenger Facility Charge (PFC) Fund account 529-0510-521.69.07 upon approval of the year end 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?

Yes, upon approval of the year end budget amendment.

## **RECOMMENDATION:**

Staff recommends that the City Council pre-authorize the City Manager, or designee, to accept the Airport Infrastructure Grant in the amount of \$267,322, and to execute all documents in connection with the acceptance.

## **DEPARTMENTAL CLEARANCES:**

**Finance** 

Legal

Purchasing

## **ATTACHED SUPPORTING DOCUMENTS:**

**Draft Grant Offer** 



Airports Division Southwest Region Texas Texas Airports District Office: 10101 Hillwood Pkwy Fort Worth, TX 76177-1524

{{DateTime\_es\_:signer1:calc(now()):format(date," mmmm d, yyyy")}}

Kent Cagle City of Killeen 101 N. College Street Killeen, TX 76541

Dear Mr. Cagle:

The Grant Offer for the Bipartisan Infrastructure Law (BIL) - Airport Infrastructure Grant (AIG) Project No. 3-48-0361-056-2023 at Robert Gray AAF Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the grant offer carefully

## You may not make any modification to the text, terms or conditions of the grant offer.

## Steps You Must Take to Enter Into Agreement.

To properly enter into this agreement, you must do the following:

- 1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
- 2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
- 3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
- 4. On the <u>same day or after</u> the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
- 5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **September 14, 2023**.
- 6. The fully executed grant will then be automatically sent to all parties as an email attachment.

**Payment.** Subject to the requirements in 2 CFR § 200.305 (Federal Payment), each payment request for reimbursement under this grant must be made electronically via the Delphi elnvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

**Project Timing.** The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date (1,460 days from the grant execution date). We will be monitoring your progress to ensure proper stewardship of these Federal funds. We

expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in "inactive" status if you do not make draws on a regular basis, which will affect your ability to receive future grant offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

**Reporting.** Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31st of each year this grant is open:
  - A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
  - 2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit <u>FAA Form 5100-140</u>, <u>Performance Report</u> within 30 days of the end of the Federal fiscal year.
- For construction projects, you must submit <u>FAA Form 5370-1</u>, <u>Construction Progress and</u> <u>Inspection Report</u>, within 30 days of the end of each Federal fiscal quarter.

**Audit Requirements.** As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

**Closeout.** Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

**FAA Contact Information.** Jessica Bryan, (817) 222-4039, jessica.l.bryan@faa.gov is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,

{
| Sig\_es\_:signer1: | signature | |

Kim Brockman
Acting Manager
Texas Airports District Office



### **FY 2023 AIRPORT INFRASTRUCTURE GRANT**

## GRANT AGREEMENT Part I - Offer

Federal Award Offer Date

| Continue | Conti

FROM: The United States of America (acting through the Federal Aviation Administration, herein called the "FAA")

**WHEREAS**, the Sponsor has submitted to the FAA a Project Application dated July 21, 2023, for a grant of Federal funds for a project at or associated with the Robert Gray AAF Airport, which is included as part of this Grant Agreement; and

**WHEREAS**, the FAA has approved a project for the Robert Gray AAF Airport (herein called the "Project") consisting of the following:

Improve/Modify/Rehabilitate Terminal Building

which is more fully described in the Project Application.

**NOW THEREFORE**, Pursuant to and for the purpose of carrying out the Infrastructure Investment and Jobs Act (Public Law 117-58) of 2021 referred to as the Bipartisan Infrastructure Law (BIL); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances attached hereto; (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay ninety (90) % of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

## **CONDITIONS**

1. <u>Maximum Obligation</u>. The maximum obligation of the United States payable under this Offer is \$267,322.

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

- \$ 0 for planning
- \$ 267,322 airport development or noise program implementation; and,
- \$ 0 for land acquisition.
- 2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:
  - a. Period of Performance:
    - Shall start on the date the Sponsor formally accepts this
       Agreement and is the date signed by the last Sponsor signatory to
       the Agreement. The end date of the Period of Performance is 4
       years (1,460 calendar days) from the date of acceptance. The
       Period of Performance end date shall not affect, relieve, or reduce
       Sponsor obligations and assurances that extend beyond the
       closeout of this Grant Agreement.
    - Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods. (2 Code of Federal Regulations (CFR) § 200.1).
  - b. Budget Period:
    - For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the Period of Performance provided in Paragraph 2(a)(1). Pursuant to 2 CFR § 200.403(h), a sponsor may charge to the Grant only allowable costs incurred up to the end of the Budget Period. Eligible project-related costs incurred on or after November 15, 2021 that comply with all Federal funding procurement requirements and FAA standards are allowable costs.
    - 2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any

funds carried forward or other revisions pursuant to 2 CFR § 200.308.

#### c. Close Out and Termination

- 1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the Period of Performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the period of performance end date with the information available at the end of 120 days. (2 CFR § 200.344).
- 2. The FAA may terminate this Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.
- 3. <u>Ineligible or Unallowable Costs</u>. The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
- 4. <u>Indirect Costs Sponsor</u>. The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
- 5. <u>Determining the Final Federal Share of Costs.</u> The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary, and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
- 6. Completing the Project Without Delay and in Conformance with Requirements. The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, BIL (Public Law 117-58), the regulations, and the Secretary of Transportation's ("Secretary's") policies and procedures. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.
- 7. <u>Amendments or Withdrawals before Grant Acceptance</u>. The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
- 8. Offer Expiration Date. This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before September 14, 2023, or such subsequent date as may be prescribed in writing by the FAA.
- 9. Improper Use of Federal Funds. The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds"

means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

- 10. <u>United States Not Liable for Damage or Injury</u>. The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.
- 11. System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).
  - a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <a href="http://www.sam.gov">http://www.sam.gov</a>).
  - b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <a href="https://sam.gov/content/entity-registration">https://sam.gov/content/entity-registration</a>.
- 12. <u>Electronic Grant Payment(s)</u>. Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi elnvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
- 13. <u>Informal Letter Amendment of BIL Projects</u>. If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

The FAA can, subject to the availability of Federal funds, also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.

The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.

- 14. <u>Air and Water Quality</u>. The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.
- 15. <u>Financial Reporting and Payment Requirements</u>. The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
- 16. <u>Buy American</u>. Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this Grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.
- 17. <u>Build America, Buy American</u>. The sponsor must comply with the requirements under the Build America, Buy America Act (Public Law 117-58).
- 18. <u>Maximum Obligation Increase</u>. In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant Offer:
  - a. May not be increased for a planning project;
  - b. May be increased by not more than 15 percent for development projects if funds are available;
  - c. May be increased by not more than the greater of the following for a land project, if funds are available:
    - 1. 15 percent; or
    - 2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in BIL (Public Law 117-58), or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

## 19. Audits for Sponsors.

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <a href="http://harvester.census.gov/facweb/">http://harvester.census.gov/facweb/</a>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than \$750,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

- 20. <u>Suspension or Debarment</u>. When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:
  - a. Verify the non-Federal entity is eligible to participate in this Federal program by:
    - Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
    - Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or
    - Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.
  - b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.
  - c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debars a contractor, person, or entity.

#### 21. Ban on Texting While Driving.

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
  - Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
  - 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
    - Establishment of new rules and programs or reevaluation of existing programs to prohibit text messaging while driving; and
    - Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

#### 22. Trafficking in Persons.

a. Posting of contact information.

- 1. The Sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.
- b. Provisions applicable to a recipient that is a private entity.
  - 1. You as the recipient, your employees, subrecipients under this Grant, and subrecipients' employees may not:
    - i. Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;
    - ii. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or
    - iii. Use forced labor in the performance of the Grant or any subgrants under this Grant.
  - 2. We as the Federal awarding agency, may unilaterally terminate this Grant, without penalty, if you or a subrecipient that is a private entity
    - i. Is determined to have violated a prohibition in paragraph (a) of this Grant Condition; or
    - ii. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated a prohibition in paragraph (a) of this Grant Condition through conduct that is either
      - a) Associated with performance under this Grant; or
      - b) Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR Part 1200.
- c. Provision applicable to a recipient other than a private entity. We as the Federal
  awarding agency may unilaterally terminate this Grant, without penalty, if a
  subrecipient that is a private entity
  - 1. Is determined to have violated an applicable prohibition in paragraph (a) of this Grant Condition; or
  - 2. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated an applicable prohibition in paragraph (a) of this Grant Condition through conduct that is either
    - i. Associated with performance under this Grant; or
    - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR Part 1200.

- d. Provisions applicable to any recipient.
  - 1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (a) of this Grant Condition.
  - 2. Our right to terminate unilaterally that is described in paragraph (a) or (b) of this Grant Condition:
    - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended [22 U.S.C. § 7104(g)], and
    - ii. Is in addition to all other remedies for noncompliance that are available to us under this Grant.
  - 3. You must include the requirements of paragraph (a) of this Grant Condition in any subgrant you make to a private entity.
- e. *Definitions*. For purposes of this Grant Condition:
  - 1. "Employee" means either:
    - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this Grant; or
    - ii. Another person engaged in the performance of the project or program under this Grant and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
  - "Force labor" means labor obtained by any of the following methods: the
    recruitment, harboring, transportation, provision, or obtaining of a person
    for labor or services, through the use of force, fraud, or coercion for the
    purpose of subjection to involuntary servitude, peonage, debt bondage, or
    slavery.
  - 3. "Private entity":
    - Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR § 175.25.
    - ii. Includes:
      - a) A nonprofit organization, including any nonprofit institute of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR § 175.25(b).
      - b) A for-profit organization.
  - 4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).
- 23. <u>BIL Funded Work Included in a PFC Application</u>. Within 120 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved

Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.

24. <u>Exhibit "A" Property Map</u>. The Exhibit "A" Property Map dated February 11, 2020, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.

#### 25. Employee Protection from Reprisal.

- a. Prohibition of Reprisals
  - 1. In accordance with 41 U.S.C. § 4712, an employee of a Sponsor, grantee, subgrantee, contractor, or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (a)(2) below, information that the employee reasonably believes is evidence of:
    - i. Gross mismanagement of a Federal grant;
    - ii. Gross waste of Federal funds;
    - iii. An abuse of authority relating to implementation or use of Federal funds;
    - iv. A substantial and specific danger to public health or safety; or
    - v. A violation of law, rule, or regulation related to a Federal grant.
  - 2. Persons and bodies covered. The persons and bodies to which a disclosure by an employee is covered are as follows:
    - i. A member of Congress or a representative of a committee of Congress;
    - ii. An Inspector General;
    - iii. The Government Accountability Office;
    - iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency;
    - v. A court or grand jury;
    - vi. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
    - vii. An authorized official of the Department of Justice or other law enforcement agency.
- b. Investigation of Complaints.
  - 1. Submission of Complaint. A person who believes that they have been subjected to a reprisal prohibited by paragraph (a) of this Condition may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
  - 2. Time Limitation for Submittal of a Complaint. A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
  - 3. Required Actions of the Inspector General. Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).

- c. Remedy and Enforcement Authority.
  - Assumption of Rights to Civil Remedy. Upon receipt of an explanation of a
    decision not to conduct or continue an investigation by the OIG, the person
    submitting a complaint assumes the right to a civil remedy under 41 U.S.C. §
    4712(c)(2).
- 26. <u>Prohibited Telecommunications</u>. Sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)] and 2 CFR § 200.216.

#### **SPECIAL CONDITIONS**

- 27. <u>Mothers' Rooms</u>. As a small, medium or large hub airport, the sponsor certifies it is in compliance with 49 U.S.C. § 47107(w).
- 28. <u>Buy American Executive Orders</u>. The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.<sup>1</sup>

# {{Sig\_es\_:signer1:signature:dimension(height=12mm, width=70mm)} (Signature) {{N\_es\_:signer1:fullname} (Typed Name) {{\*Ttl\_es\_:signer1:title} } (Title of FAA Official)

FEDERAL AVIATION ADMINISTRATION

**UNITED STATES OF AMERICA** 

<sup>&</sup>lt;sup>1</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

#### Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.<sup>2</sup>

Dated {{DateTime\_es\_:signer2:calc(now()):format(date," mmmm d, yyyy")}}

(Name of Sponsor)

[{Sig\_es\_:signer2:signature:dimension(height=12mm, width=70mm)}

(Signature of Sponsor's Authorized Official)

By: 

[{N\_es\_:signer2:fullname }}

(Typed Name of Sponsor's Authorized Official)

Title: 
[{\*Ttl\_es\_:signer2:title }}

(Title of Sponsor's Authorized Official)

City of Killeen

<sup>&</sup>lt;sup>2</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

#### CERTIFICATE OF SPONSOR'S ATTORNEY

I, **{{N\_es\_:signer3: fullname}}**, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of <u>Texas</u>. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; the Infrastructure Investment and Jobs Act (Public Law 117-58) of 2021 referred to as the Bipartisan Infrastructure Law (BIL), Division J, Title VIII; and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.<sup>3</sup>

Dated at {{DateTime\_es\_:signer3:calc(now()):format(date," mmmm d, yyyy")}}

By: {{Sig\_es\_:signer3:signature:dimension(height=12mm, width=70mm}}

(Signature of Sponsor's Attorney)

<sup>&</sup>lt;sup>3</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

#### **ASSURANCES**

#### **AIRPORT SPONSORS**

#### A. General.

- 1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
- 2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Public Law 117-58, Division J, Title VIII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
- 3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

#### B. Duration and Applicability.

1. Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.

The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. Airport Planning Undertaken by a Sponsor.

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, and 37 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the

duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

#### C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

#### 1. General Federal Requirements

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant including but not limited to the following:

#### **FEDERAL LEGISLATION**

- a. 49, U.S.C. subtitle VII, as amended.
- b. Davis-Bacon Act, as amended 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.<sup>1</sup>
- c. Federal Fair Labor Standards Act 29 U.S.C. § 201, et seg.
- d. Hatch Act 5 U.S.C. § 1501, et seq.<sup>2</sup>
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.<sup>1</sup>, <sup>2</sup>
- f. National Historic Preservation Act of 1966 Section 106 54 U.S.C. § 306108.1.1
- g. Archeological and Historic Preservation Act of 1974 54 U.S.C. § 312501, et seq.<sup>1</sup>
- h. Native Americans Grave Repatriation Act 25 U.S.C. § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended 42 U.S.C. § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended 16 U.S.C. § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 Section 102(a) 42 U.S.C. § 4012a.<sup>1</sup>
- I. 49 U.S.C. § 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 29 U.S.C. § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 42 U.S.C. § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended 42 U.S.C. § 4151, et seq.<sup>1</sup>
- s. Powerplant and Industrial Fuel Use Act of 1978 Section 403 42 U.S.C. § 8373.1
- t. Contract Work Hours and Safety Standards Act 40 U.S.C. § 3701, et seq.<sup>1</sup>
- u. Copeland Anti-kickback Act 18 U.S.C. § 874.1
- v. National Environmental Policy Act of 1969 42 U.S.C. § 4321, et seq.<sup>1</sup>

- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended 16 U.S.C. § 1271, et seq.
- x. Single Audit Act of 1984 31 U.S.C. § 7501, et seq.<sup>2</sup>
- y. Drug-Free Workplace Act of 1988 41 U.S.C. §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).
- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Build America, Buy America Act, P.L. 117-58, Title IX.

#### **EXECUTIVE ORDERS**

- a. Executive Order 11246 Equal Employment Opportunity<sup>1</sup>
- b. Executive Order 11990 Protection of Wetlands
- c. Executive Order 11998 Flood Plain Management
- d. Executive Order 12372 Intergovernmental Review of Federal Programs
- e. Executive Order 12699 Seismic Safety of Federal and Federally Assisted New Building Construction<sup>1</sup>
- f. Executive Order 12898 Environmental Justice
- g. Executive Order 13166 Improving Access to Services for Persons with Limited English Proficiency
- Executive Order 13985 Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government
- Executive Order 13988 Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation
- j. Executive Order 14005 Ensuring the Future is Made in all of America by All of America's Workers
- k. Executive Order 14008 Tackling the Climate Crisis at Home and Abroad

#### **FEDERAL REGULATIONS**

- a. 2 CFR Part 180 OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. <sup>4,5</sup>
- c. 2 CFR Part 1200 Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 Airport Noise Compatibility Planning.
- g. 28 CFR Part 35 Nondiscrimination on the Basis of Disability in State and Local Government Services.

- h. 28 CFR § 50.3 U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 Procedures for Predetermination of Wage Rates.<sup>1</sup>
- j. 29 CFR Part 3 Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.<sup>1</sup>
- k. 29 CFR Part 5 Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).<sup>1</sup>
- 41 CFR Part 60 Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).<sup>1</sup>
- m. 49 CFR Part 20 New Restrictions on Lobbying.
- n. 49 CFR Part 21 Nondiscrimination in Federally-Assisted Programs of the Department of Transportation Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.<sup>1, 2</sup>
- q. 49 CFR Part 26 Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.<sup>1</sup>
- s. 49 CFR Part 28 Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 49 CFR Part 30 Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- u. 49 CFR Part 32 Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).
- v. 49 CFR Part 37 Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 38 Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 Seismic Safety.

#### FOOTNOTES TO ASSURANCE (C)(1)

- <sup>1</sup> These laws do not apply to airport planning sponsors.
- <sup>2</sup> These laws do not apply to private sponsors.
- <sup>3</sup> 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.

Mudit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

#### **SPECIFIC ASSURANCES**

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

#### 2. Responsibility and Authority of the Sponsor.

#### a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

#### b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

#### 3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

#### 4. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

#### 5. Preserving Rights and Powers.

a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such

- performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial noncompliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of

residential real property adjacent to or near the airport must comply with the requirements of 49 U.S.C. § 47107(s) and the sponsor assurances.

#### 6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

#### 7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

#### 8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

#### 9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

#### 10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

#### 11. Pavement Preventive Maintenance.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

#### 12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. § 44706, and all the security

equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

#### 13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

#### 14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

#### 15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

#### 16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

#### 17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

#### 18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

#### 19. Operation and Maintenance.

a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:

- 1. Operating the airport's aeronautical facilities whenever required;
- Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
- 3. Promptly notifying aviators of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

#### 20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

#### 21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

#### 22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:

- 1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
- Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

#### 23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the

providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

#### 24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

#### 25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
  - If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all

- revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
- 2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
- Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

#### 26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:

- 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
- all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

#### 27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

#### 28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

#### 29. Airport Layout Plan.

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
  - boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
  - 2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;

- 3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
- 4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:
  - 1. eliminate such adverse effect in a manner approved by the Secretary; or
  - 2. bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

#### 30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4); creed and sex (including sexual orientation and gender identity) per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all nondiscrimination requirements imposed by or pursuant to these assurances.
- b. Applicability

- Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
- 2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
- Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

#### c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

- 1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
- 2. So long as the sponsor retains ownership or possession of the property.
- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The (<u>City of Killeen</u>), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award."

- e. Required Contract Provisions.
  - It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement

- subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
- 2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
- It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
- 4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
  - For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
  - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, subrecipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

#### 31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
  - 1. Reinvestment in an approved noise compatibility project;
  - 2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);

- 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. § 47114, 47115, or 47117, or under Public Law 117-58, Division J, Title VIII; or
- Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
  - 1. Reinvestment in an approved noise compatibility project;
  - 2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
  - 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117, or under Public Law 117-58, Division J, Title VIII; or
  - 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

#### 32. Engineering and Design Services.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., or Public Law 117-58, Division J, Title VIII it will award each contract, or subcontract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

#### 33. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

#### 34. Policies, Standards, and Specifications.

It will carry out any project funded under a Bipartisan Infrastructure Law grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (<a href="https://www.faa.gov/airports/aip/media/aip-pfc-checklist.pdf">https://www.faa.gov/airports/aip/media/aip-pfc-checklist.pdf</a>) for BIL projects as of July 21, 2023.

#### 35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

#### 36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

#### 37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin, sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport

Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

#### 38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

#### 39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:
  - 1. Describes the requests;
  - 2. Provides an explanation as to why the requests could not be accommodated; and
  - 3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.



The Bipartisan Infrastructure Law (BIL) signed into law on November 15, 2021, provides \$15 billion in Airport Infrastructure Grants (AIG) over a five (5) year period for airport-related projects as defined under the existing Airport Improvement Grant and Passenger Facility Charge (PFC) criteria.

□ The staff has applied for a Federal Aviation Administration (FAA) BIL Airport Infrastructure Grant in the amount of \$267,322 to fund 90% of the Design Services, Project Administration and Bidding Services of the Passenger Terminal Mechanical Improvements Project at the Killeen-Fort Hood Regional Airport (KFHRA). Matching funds, in the amount of \$29,703, will come from the FAA PFC Application that was approved by the FAA on February 16, 2023. 247

- □ The project is comprised of various components including the replacement of the baggage claim carousels and associated belt system; upgrading the baggage system control hardware and software; replacing Preconditioned Air (PCAir) on boarding bridges 1 and 6; and the replacement of the emergency generator.
- □ No impact to the operational fund or fund balance.

□ The grant offer is anticipated to arrive on, or around, September 1, 2023, and must be fully executed no later than September 14, 2023. Therefore, pre-authorization of the City Manager to sign and accept the grant is requested.

## **Alternatives**

 Do not authorize the City Manager to accept the grant

Authorize the City Manager to accept the grant

### Recommendation

□ City Council pre-authorize the City Manager, or designee, to accept the Airport Infrastructure Grant in the amount of \$267,322, and to execute all documents in connection with the acceptance.



#### City of Killeen

#### Staff Report

File Number: RS-23-139

Consider a memorandum/resolution authorizing a change order with Chastang Enterprises, Inc. for Solid Waste refuse trucks, in the amount of \$75,453.

DATE: September 5, 2023

TO: Kent Cagle, City Manager

FROM: Judith Tangalin, Executive Director of Finance

**SUBJECT:** Authorization of Change Order with Chastang Enterprises, Inc.

#### **BACKGROUND AND FINDINGS:**

As part of the approved FY 2022 Fleet Replacement Program procurement, three (3) Solid Waste Automated Side Loaders were initially quoted and ordered. Unfortunately, due to manufacturing delays caused by the COVID-19 pandemic and the subsequent rise in material costs between October 2021 when the order was placed and April 2023 when the chassis arrived at the BTE body company. This situation resulted in material cost hikes ranging from 30% to 118%, which the refuse body company finds necessary to pass on to the City of Killeen.

The initial proposed price increment was \$41,151.00 per unit. However, after extensive negotiations with both the manufacturer and the dealer, the final agreed-upon price adjustment per unit was settled at \$25,151.00. These price adjustments pertained to a single purchase order (PO). Because the cumulative price elevation for the entire PO surpassed the \$50,000 threshold, official approval from the City Council is necessary for the associated change order.

Purchase Order Number 220604, issued on 10/27/21 with an initial value of \$1,438,469.00, originally covered the acquisition of three (3) Solid Waste Automated Side Loader refuse trucks. Each of these trucks will now incur an additional cost of \$25,151.00 per unit, resulting in a total increase of \$75,453.00. This reflects a revised PO total of \$1,513,922.00.

#### **THE ALTERNATIVES CONSIDERED:**

- 1.) Cancel the order, which would cause the department to operate in a reduced resource capacity and incur additional repair and maintenance expense to units that are already overdue for replacement.
- 2.) Approve the change order with Chastang Enterprises, Inc.

#### Which alternative is recommended? Why?

The second alternative is recommended to meet the division's mission.

#### **CONFORMITY TO CITY POLICY:**

This purchase 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.

#### **FINANCIAL IMPACT:**

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

### **Department FY 2023** Public Works \$75,453.00

**Total** \$75,453.00

The purchase pricing increase from Chastang Enterprises, Inc. utilizing The Texas Association of School Boards (TASB) BuyBoard Cooperative is as follows:

#### Make/Model PO No. Units Cost Increase Total Cost Inc.

Autocar/BTE Auto Side Loader 220604 3 \$25,151.00 \$75,453.00

**Total** \$75,453.00

#### Is this a one-time or recurring expenditure?

This is a one-time expenditure.

#### Is this expenditure budgeted?

Yes, upon approval of the budget amendment, funds will be included in the following account:

#### Department/Division Account Cost Available Funds

Public Works/Solid Waste 388-8834-493.61-35 \$75,453.00 \$75,453.00

Total \$75,453.00 \$75,453.00

#### 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 budget amendment.

#### **RECOMMENDATION:**

Staff recommends City Council approve the change order with Chastang Enterprises, Inc. in the

amount of \$75,453.

#### **DEPARTMENTAL CLEARANCES:**

Public Works Purchasing Finance Legal

#### **ATTACHED SUPPORTING DOCUMENTS:**

Quotes Change Order Form Certificate of Interested Parties



ESTIMATED DELIVERY

Approx. 300-330 Days



Chastang Enterprises, Inc. P.O.Box 21127 Houston, TX 77226-1127 713.678.5000

CONTRACT FEE (Per PO))

TOTAL PURCHASE

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PHONE:		254-501-7798		PHONE:	Office: 713-678-5042 C				
EMAIL:		groach@killeentexas.	gov	EMAIL:	jnchastang@chasta				
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AM/FM CD stereo				Trans PTO Prep Kit					
Two Stage Air Cleaner				High back air ride dri	ver's seat				
Allison 4500 Series Tra				Floorplan charges					
Pre-Engineered Chass	is Layout			Right hand drive cab					
Double Frame				LH Vertical Exhaust					
Cummins X12 350HP [	Diesel			Synthetic Rear Axle Lube					
46,000 Rear Axle				Overhang over 56"					
Dual Power Windows				Integrated Body Control Compartment					
Trans Auto Neutral				5 Year Transmission Warranty					
16.5x8.62 Rear Brakes				5 Year Cummins Extended Warranty					
Heated remote mirror	rs			5 Year Aftertreatment Warranty					
Exterior sun visor				46,000 # rear suspension 1810 Series main driveshaft					
Transmission retarder				1810 Series main driveshaft  16.5x7" Refuse front brakes					
Battery Box with Alum				Heated fuel water seperator					
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Fax: 800-211-5454 Email: info@buyboard.com					CONTRACT FEE (Per PO))	400			

400

1,100,302.00





Chastang Enterprises, Inc. P.O.Box 21127 Houston, TX 77226-1127 713.678.5000

Board and an	TEX	(AS LOCAL G	OVERNMENT	T PUCHASI	NG C	OOPER	RATIVE	Board
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CONTACT		Grant Road		QUOTE			John Chast	
PHONE: 254-501-7798				PHON		Off	ice: 713-678-5042 C	
EMAIL: groach@killeentexas.gov			xas.gov	EMAI	L:		inchastang@chasta	ngford.com
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			CHASSIS EC	QUIPMENT				
	STANDARD E	QUIPMENT				STAN	IDARD EQUIPMENT	
12 Month Chassis War	,			Technician T				
Tilt/Telescope steering	column; Integra	l Heat & A/C w/ def	rost	Service Man	uals, Elec	ctrical & A	Air Schematics	
5 Min. Engine idle shut	down			Autocar Solu	itions 24,	/7 Tech Si	upport	
/= =	PUBLISHED	OPTIONS				PUI	BLISHED OPTIONS	
AM/FM CD stereo				Trans PTO Prep Kit				
Two Stage Air Cleaner				High back air ride driver's seat				
Allison 4500 Series Tra				Floorplan charges Right hand drive cab				
Pre-Engineered Chassi	s Layout							
Double Frame				LH Vertical E		le e		
Cummins X12 350HP D	ilesel			Synthetic Rear Axle Lube				
46,000 Rear Axle				Overhang over 56" Integrated Body Control Compartment				
Dual Power Windows				5 Year Transmission Warranty				
Trans Auto Neutral 16.5x8.62 Rear Brakes				5 Year Transmission Warranty 5 Year Cummins Extended Warranty				
Heated remote mirror	<u> </u>			5 Year Aftertreatment Warranty				
Exterior sun visor	>						Ly	
Transmission retarder				46,000 # rear suspension 1810 Series main driveshaft				
Battery Box with Alum	inum Lid			16.5x7" Refuse front brakes				
Central manifold air dr				Heated fuel water seperator				
Advanced diagnostic d		hematics						
Dual fire extinguishers		nematics		Center console with wire basket storage container				
Automated side load r				Early pay discount Fleet discount				
Automateu side 10au 1	aruse bouy			CHASSIS OP				314852
				CHASSIS TO	TAL			366634
			BODY EQI	UIPMENT				
BODY VENDOR:	B.T.E	PROPOSAL NO.		ITEM NO.			ITEM PRICE:	0
BODY MFG:	G&H	MODEL:	Scorpion	TYPE:	Auton	mated	CAPACITY:	31
POD	Y EQUIPMENT		COST		Earl	, Day Dica	count	COST
Body cost increase from	•	ated 8/27/21	25151	Farly pay die		y Pay Disc	500.00/ chassis	COST
body cost increase froi	ii iiiitiai quote da	ned 0/2//21	72121				visit to verify specs	_
		l	l I	hefore hody i	nstalled (	\$185 634 0	00 ea. after delivery	

Submit Approved Quote to BuyBoard:								
Fax: 800-211-5454 Email: info@buyboard.com								
ESTIMATED DELIVERY								

UNIT PRICE	391785
QUANTITY	3
CONTRACT FEE (Per PO))	400
TOTAL PURCHASE	\$ 1,175,755.00

25151

0

be paid on one of these 3 trucks.

BODY OPTIONS

**BODY TOTAL** 



#### **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.

John C. Charlay

Signature

John C. ChasTAJG

Printed Name

SALESMAN Title

8-23-22

Date

### CHANGE ORDER(S) FOR

				Chastang Automated Side Lo	oader Body Pri	ce Increase	NOTE		
Department/Division: Vendor Name: Original Contract Amount: Date CCMR Approved: Finance/Fleet Services Chastang Enterprises, Inc. \$1,438,469.00 09/12/23		Chastang Enterprises, Inc. \$1,438,469.00  CCMR No		Bid No.:	NA				
				HISTORY OF CH	ANGE ORD	ERS			
CO# Proposed or Approved	Date CCMR Approved	CCMR#	Amount	Account Number (xxx-xxxx-xxxxx)		BRIEF Reason for Cha	ange Order Request (must fit in allotted space)	Updated Contract Amount	% Change in Contract
1 Proposed Approved	09/12/23		\$75,453.00	388-8834-493.61-35			urcharge per body due to increase in ct. 2021 and April 2023.	\$1,513,922.00	5.25%
2 Proposed Approved								\$1,513,922.00	5.25%
3 Proposed Approved								\$1,513,922.00	5.25%
4 Proposed Approved								\$1,513,922.00	5.25%
5 Proposed Approved								\$1,513,922.00	5.25%
6 Proposed Approved								\$1,513,922.00	5.25%
7 Proposed Approved								\$1,513,922.00	5.25%
8 Proposed Approved								\$1,513,922.00	5.25%
9 Proposed Approved								\$1,513,922.00	5.25%
Vendor Signatur	re/Date					Dept. Head Sig	gnature/Date		
Recommended:						Recommended	d:		
D: 0/D						<u> </u>	<b>19</b>		
Dir. Of Procuren	nent & Contra	ct Mgmt/Date	1			Director of Fina	ance/Date		
Recommended:						Approved/Disa	approved:		
City Attorney/Da	240					City Manager/I	Data		

### CERTIFICATE OF INTERESTED PARTIES **FORM 1295** 1 of 1 OFFICE USE ONLY 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. **CERTIFICATION OF FILING** Name of business entity filing form, and the city, state and country of the business entity's place Certificate Number: of business. 2022-925354 Chastang Autocar Houston, TX United States Date Filed: 08/23/2022 Name of governmental entity or state agency that is a party to the contract for which the form is being filed. Date Acknowledged: City of Killeen 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. Refuse Trucks Nature of interest Name of Interested Party City, State, Country (place of business) (check applicable) Controlling Intermediary 5 Check only if there is NO Interested Party. X 6 UNSWORN DECLARATION John C. Chastang and my date of birth is 7/24/1952 (city) (country) I declare under penalty of perjury that the foregoing is true and correct. HARRIS Executed in

Signature of authorized agent of contracting business entity (Declarant)



# CHASTANG ENTERPRISES CHANGE ORDER

- Three (3) Solid Waste Automated Side Loaders ordered in FY 2022 Fleet Replacement Program
- COVID caused manufacturing delays resulting in material cost increases between October 2021 and April 2023 of 30% to 118%
- □ Result: Increase of \$25,151 per unit
- Price increases affecting the previously approved purchase exceed the \$50,000 threshold, requiring City Council approval

- □ Three (3) Automated Side Loaders PO No. 220604 increase by \$25,151 per unit for a total increase of \$75,453
- Additional funding is included in budget amendment

### Recommendation

City Council approve the change order with Chastang Enterprises, Inc. in the total amount of \$75,453



### City of Killeen

#### **Staff Report**

File Number: RS-23-140

Consider a memorandum/resolution awarding RFP 23-36 to United Health Care for an excess risk policy (stop loss insurance) for medical and pharmacy claims under the City health insurance plan, effective October 1, 2023, in the amount of \$739,718.

DATE: September 5, 2023

TO: Kent Cagle, City Manager

FROM: Eva Bark, Executive Director of Human Resources

SUBJECT: AWARD RFP 23-407 FOR AN EXCESS RISK POLICY (STOP LOSS INSURANCE) FOR MEDICAL AND PHARMACY CLAIMS UNDER THE CITY HEALTH INSURANCE PLAN WITH UNITED HEALTH CARE IN THE AMOUNT OF \$739,718.

#### **BACKGROUND AND FINDINGS:**

On June 27, 2023, Council approved United Healthcare as the City's Group Employee Medical and Pharmaceutical benefit provider, effective October 1, 2023. The City will need to purchase stop-loss insurance in the event of high claims to support the self-insured health care and pharmaceutical plan in FY24.

Stop-loss insurance protects the City against catastrophic or unpredictable losses. The City of Killeen will protect its plan with both specific and aggregate stop-loss coverage. Specific Stop-loss protects the City against a high claim on any one individual. Aggregate stop-loss provides a ceiling on the dollar amount of expenses that the City would pay, in total, during a contract period.

In partnership with the City's Employee Benefits Consultant, Lockton Dunning, on July 10, 2023, the City initiated a Request for Proposal (RFP) for firms experienced in stop-loss insurance coverage for the City of Killeen employees and retirees. Staff received and reviewed a proposal from United Health Care (\$739,718), the sole bidder. The review and evaluation of the proposal were based on product offerings, the reputation of the vendor, and cost savings for the City and the employees.

After a thorough analysis of the stop-loss insurance proposal and option, staff recommends entering into an agreement with United Health Care for the plan year 2024 for a term of one year in the amount of \$739,718. Stop-loss insurance with United Health Care provides cost-effective insurance for the City.

#### **THE ALTERNATIVES CONSIDERED:**

- (1) Do not award RFP 23-36 to United Health Care for stop-loss insurance for FY24.
- (2) Award RFP 23-36 to United Health Care for stop-loss insurance for FY24.

#### Which alternative is recommended? Why?

Staff recommends the City award RFP 23-36 to United Health Care for stop-loss insurance for medical and pharmacy claims under the City health insurance plan because it provides the most cost-effective stop-loss insurance for the City.

#### **CONFORMITY TO CITY POLICY:**

Yes.

#### **FINANCIAL IMPACT:**

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

The cost for FY 2024 is \$739,718.

#### Is this a one-time or recurring expenditure?

Recurring.

#### Is this expenditure budgeted?

Yes, funds are included in the FY 2024 Proposed Budget in the Health Insurance Fund, account 615-2305-418.50-59.

#### 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 FY 2024 Proposed Budget.

#### **RECOMMENDATION:**

Staff recommends the City Council award RFP 23-36 to United Health Care for an excess risk policy (stop loss insurance) for medical and pharmacy claims under the City health insurance plan effective October 1, 2023, in the amount of \$739,718 and authorize the City Manager or his designee to execute the contract and any necessary change orders in accordance with state and local law.

#### **DEPARTMENTAL CLEARANCES:**

Purchasing Finance Legal

#### **ATTACHED SUPPORTING DOCUMENTS:**

United Health Care RFP Submission.

# Proposal Risk Renewal Summary

	Current	Renewal	Option 1			
Carrier	UHC	UHC	UHC			
Quote Status	Current	Initial Renewal	Negotiated Renewal			
Coverage Included	Medical, RX	Medical, RX	Medical, RX			
Contract Basis	24/12	Paid	Paid			
Enrollment	944	944	944			
Specific Deductible	\$200,000	\$200,000	\$200,000			
Aggregate Corridor	125%	125%	125%			
FI	NANCIAL ASSESS	SMENT				
Total Fixed Cost	\$632,216	\$839,858	\$739,718			
Total Laser Liability	\$0	\$0	\$0			
Est. Total Aggregate Deductible	\$8,101,446	\$7,254,451	\$7,511,030			
Fixed Cost Change %		33%	17%			
Fixed Cost Change \$		\$207,642	\$107,503			
Max Liability Change %		-7%	-6%			
2ND YEAR RENEWAL PROTECTION (NO NEW LASERS / RATE CAP)						
Renewal Protection Included		Yes	Yes			
Rate Cap Maximum %		35%	35%			

Lockton may receive certain incentive compensation including, without limitation, contingency payments, overrides, and bonuses, as a result of being Client's insurance broker (collectively, "Additional Compensation"). Client hereby consents and agrees to Lockton's ability to receive such Additional Compensation under all circumstances.



### STOP-LOSS INSURANCE

# Background

- The City healthcare benefits is a self-insured benefits platform
- The City must bid for stop-loss insurance to protect the City from high medical claims
- On July 10, 2023, the City utilized the Request for Bids to select a stop-loss insurance provider

- Stop-Loss insurance protects the City against catastrophic or unpredictable losses. The City of Killeen will protect its plan with both specific and aggregate stop-loss coverage.
  - Specific Stop-Loss protects the City against high claims on any one individual in which the claims exceed \$200,000
  - Aggregate Stop-Loss provides a ceiling on the dollar amount of expenses that the City would pay, in total during a contract period

### **Bid Results**

- City received bids from only one vender, United Health Care
- Cost for United Health Care is \$739,718
- The City of Killeen recommends United Health Care for stop loss insurance
  - The expense for stop-loss insurance will be \$739,718

- 5
- Do not award RPF 23-36 to United Health Care to provide stop-loss insurance services to safeguard against high claims in our self-insured healthcare environment
- Award RFP 23-36 to United Health Care to provide stop-loss insurance services to safeguard against high claims in our new self-insured healthcare environment

Staff recommends City award RFP 23-36 to United Health Care as the provider for stop-loss insurance services, effective October 1, 2023, in an amount of \$739,718



### City of Killeen

#### **Staff Report**

File Number: RS-23-141

Consider a memorandum/resolution rescheduling the City Council Meetings for November and December 2023 and January 2024.

DATE: September 5, 2023

TO: Kent Cagle, City Manager

FROM: Laura Calcote, City Secretary

SUBJECT: Reschedule November and December 2023 and January 2024 City Council

Meetings

#### **BACKGROUND AND FINDINGS:**

Section 34 of the City Charter provides that the City Council shall meet regularly, but not less frequently than twice a month. Historically, the City Council has scheduled these two meetings for the second and fourth Tuesdays of the month.

The holiday calendar in November and December 2023 and January 2024 could create possible quorum issues for public meetings to be held on their regularly scheduled dates.

#### **THE ALTERNATIVES CONSIDERED:**

The alternatives are to keep the current meeting schedule or approve the proposed meeting schedule.

#### Which alternative is recommended? Why?

The recommended alternatives can be found below:

#### **NOVEMBER 2023**

#### **Current Meeting Schedule** Proposed Meeting Schedule

November 7, 2023 - Workshop Meeting November 7, 2023 - Workshop Meeting

November 14, 2023 - Regular Meeting November 14, 2023 - Regular Meeting and Workshop

November 21, 2023 - Workshop Meeting November 21, 2023 - No meeting November 28, 2023 - Regular Meeting November 28, 2023 - Regular Meeting

The third Tuesday of November 2023 falls during the week of Thanksgiving. It is recommended that the November 21st Workshop be held on November 14th, immediately following the Regular City Council Meeting.

#### **DECEMBER 2023**

#### **Current Meeting Schedule**

#### **Proposed Meeting Schedule**

December 5, 2023 - Workshop Meeting December 5, 2023 - Workshop Meeting

December 12, 2023 - Regular Meeting December 12, 2023 - Regular Meeting and Workshop

December 19, 2023 - Workshop Meeting December 19, 2023 - Regular Meeting December 26, 2023 - Regular Meeting December 26, 2023 - No meeting

The fourth Tuesday of December 2023 is a City holiday. It is recommended that the December 19th Workshop be held on December 12th, immediately following the Regular City Council Meeting. The second Regular Meeting of the month could be held on December 19, 2023, instead of December 26, 2023.

#### **JANUARY 2024**

#### **Current Meeting Schedule**

January 2, 2024 - Workshop Meeting

January 9, 2024 - Regular Meeting January 16, 2024 - Workshop Meeting

January 23, 2024 - Regular Meeting

January 30, 2024 - No meeting

#### **Proposed Meeting Schedule**

January 2, 2024 - No meeting

January 9, 2024 - Workshop Meeting January 16, 2024 - Regular Meeting

January 23, 2024 - Workshop Meeting

January 30, 2024 - Regular Meeting

The first Tuesday of January 2024 is right after New Year's Day, which may create a possible quorum issue. Therefore, it is recommended that the Workshop and Regular Meetings for this month be amended to begin the second Tuesday of January.

#### **CONFORMITY TO CITY POLICY:**

Conforms to Section 34 of the City Charter.

#### **FINANCIAL IMPACT:**

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

N/A

Is this a one-time or recurring expenditure?

N/A

Is this expenditure budgeted?

N/A

If not, where will the money come from?

N/A

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

N/A

#### **RECOMMENDATION:**

City staff recommends approval of the proposed meeting schedule for November and December 2023 and January 2024.

#### **DEPARTMENTAL CLEARANCES:**

Legal

#### **ATTACHED SUPPORTING DOCUMENTS:**

Click or tap here to enter text.

Reschedule November & December 2023 and January 2024 City Council Meetings

#### 

# November 2023 Changes

Current Meeting Schedule	Proposed Meeting Schedule
November 7, 2023 – Workshop Meeting	November 7, 2023 – Workshop Meeting
November 14, 2023 – Regular Meeting	November 14, 2023 — Regular Meeting and Workshop
November 21, 2023 – Workshop Meeting	November 21, 2023 – <b>No meeting</b>
November 28, 2023 – Regular Meeting	November 28, 2023 – Regular Meeting

# December 2023 Changes

Current Meeting Schedule	Proposed Meeting Schedule
December 5, 2023 – Workshop Meeting	December 5, 2023 – Workshop Meeting
December 12, 2023 — Regular Meeting	December 12, 2023 — Regular Meeting and Workshop
December 19, 2023 – Workshop Meeting	December 19, 2023 — Regular Meeting
December 26, 2023 – Regular Meeting	December 26, 2023 – <b>No meeting</b>

# January 2024 Changes

Current Meeting Schedule	Proposed Meeting Schedule
January 2, 2024 – Workshop Meeting	January 2, 2024 — <b>No meeting</b>
January 9, 2024 — Regular Meeting	January 9, 2024 – Workshop Meeting
January 16, 2024 – Workshop Meeting	January 16, 2024 — Regular Meeting
January 23, 2024 — Regular Meeting	January 23, 2024 – Workshop Meeting
January 30, 2024 - No meeting	January 30, 2023 — Regular Meeting

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### City of Killeen

#### Staff Report

File Number: PH-23-050

HOLD a public hearing on the proposed tax rate for the fiscal year beginning October 1, 2023 and ending September 30, 2024.

DATE: September 5, 2023

TO: Kent Cagle, City Manager

FROM: Miranda Drake, Assistant Director of Finance

SUBJECT: Tax Rate Public Hearing

#### **BACKGROUND AND FINDINGS:**

On August 1, 2023, City Council set the preliminary tax rate at \$0.6208 per \$100 valuation, adopted a resolution setting a public hearing for September 12, 2023 on the preliminary tax rate for the proposed FY 2024 Budget, and scheduled the adoption of the tax rate for September 12, 2023. The preliminary tax rate establishes the ceiling for the FY 2024 Budget. The actual tax rate can be equal to or lower than the preliminary tax rate and not higher.

The proposed FY 2024 Budget was submitted to City Council using a tax rate of \$0.6208. After the certified tax roll and tax rate calculations were received, the proposed tax rate was able to remain at \$0.6208 and bring in the relatively the same amount of revenue as was included in the proposed budget. However, shifting some of the funding from debt service to maintenance and operations due to the amount of debt service for the 2023 Certificates Obligation issue coming in lower than estimated. The no-new-revenue tax rate for FY 2024 is \$0.5473 and the voter-approval tax rate for FY 2024 is \$0.7075. Since the preliminary tax rate was set above the no-new-revenue tax rate, Texas Property Tax Code requires a public hearing be held prior to the adoption of the final tax rate.

Senate Bill 2 from the 86th Legislature changed the laws regarding public hearings for tax rates. The requirement went from two public hearings to one public hearing. In addition, the allotment of time between the hearing and adoption was shortened. As a result, there was a change allowing the governing body to vote on the proposed tax rate at the public hearing per Property Tax Code Section 26.06(d). If the governing body does not adopt the tax rate at the public hearing, the meeting to vote on the tax increase may not be held later than the seventh day after the date of the public hearing per Section 26.06(e). Due to this change, the City Council will hold the public hearing on the same day as the tax rate adoption.

#### **THE ALTERNATIVES CONSIDERED:**

N/A

#### Which alternative is recommended? Why?

In accordance with Texas Property Tax Code Section 26.05(d), the governing body of a taxing unit other than a school district may not adopt a tax rate that exceeds the lower of the voter-approval tax rate or the no-new-revenue tax rate calculated as provided by this chapter until the governing body has held a public hearing on the proposed tax rate and has otherwise complied with Section 26.06 and Section 26.065.

#### **CONFORMITY TO CITY POLICY:**

Meets truth-in-taxation laws as set forth in the Texas Property Tax Code.

#### **FINANCIAL IMPACT:**

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

N/A

Is this a one-time or recurring expenditure?

N/A

Is this expenditure budgeted?

N/A

If not, where will the money come from?

N/A

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

N/A

#### **RECOMMENDATION:**

City Council hold a public hearing on the proposed tax rate for the fiscal year beginning October 1, 2023 and ending September 30, 2024.

#### **DEPARTMENTAL CLEARANCES:**

Finance

Legal

#### **ATTACHED SUPPORTING DOCUMENTS:**

N/A



# **Property Tax Rate Description**

- No-New-Revenue Rate the tax rate that will generate the same amount of tax revenue as the previous fiscal year on properties taxed in both fiscal years
  - FY 2024 \$ 0.5473
- Budgeted Rate the tax rate used to prepare the FY 2024 Proposed Budget
  - FY 2024 \$0.6208 [Set this preliminary tax rate as a ceiling, cannot exceed]
- Current Rate the tax rate levied for the current fiscal year
  - FY 2023 \$0.6233
- Voter-Approval Rate the tax rate that is calculated by increasing the maintenance and operation component of the No-New-Revenue Rate by 3.5% plus any unused increment rate
  - FY 2024 \$ 0.7075
  - Automatic election if exceeded

3

# Property Tax Levy Comparison

	Ta	ax Rate	 Total Levy	ference from dgeted Rate
No-New-Revenue Rate	\$	0.5473	\$ 57,114,830	\$ (7,246,092)
Revised Proposed Rate	\$	0.6208	\$ 64,360,922	\$ _
Current Rate	\$	0.6233	\$ 64,607,388	\$ 246,466
Voter-Approval Rate	\$	0.7075	\$ 72,908,354	\$ 8,547,431

<sup>\*0.25¢</sup> decrease in tax rate after receipt of certified tax roll on July 21, 2023 and tax rate calculations on July 28, 2023

# Property Tax – Tax Rate Components

	FY 2023 Amount		_	FY 2024 Amount		Increase/ (Decrease)		
Operations	\$	0.4656	\$	0.4742	\$	0.0086		
Debt		0.1577		0.1466		(0.0111)		
Total	\$	0.6233	\$	0.6208	\$	(0.0025)		

## For Every Dollar of Property Tax Paid in FY 2024





### City of Killeen

#### **Staff Report**

File Number: OR-23-016

Consider an ordinance adopting the Annual Budget for the City of Killeen for the fiscal year beginning October 1, 2023 and ending September 30, 2024.

DATE: September 5, 2023

TO: Kent Cagle, City Manager

FROM: Miranda Drake, Assistant Director of Finance

SUBJECT: FY 2024 Budget Adoption

#### **BACKGROUND AND FINDINGS:**

Article V. of Killeen's City Charter requires the City Manager to submit a proposed budget to City Council that provides a complete financial plan for the upcoming fiscal year. The proposed FY 2024 Budget was submitted to City Council on July 11, 2023. A budget workshop was held on July 11, 2023 to provide City Council and citizens a thorough overview of the proposed budget. City Council has discussed the budget nearly every week since the budget was submitted by the City Manager. In addition, a budget town hall was held on August 17, 2023.

State law and the City Charter require a public hearing be held to elicit citizen comment on the proposed budget. A public hearing was held on August 1, 2023. The City Charter also states that City Council may insert additional items and make increases to the City Manager's proposed budget as long as there is a public hearing held on the changes.

Changes made to the proposed FY 2024 Budget required an additional public hearing to be held on September 5, 2023. Below is a list of those changes:

- ☐ General Fund revenue and expenditure budget increased from \$120,329,340 to \$120,569,340. The net increase in revenue is \$240,000 which includes the property tax revenue increase primarily due to a shift from debt service to the maintenance and operations rate from savings in the debt service for 2023 Certificates of Obligation issue (\$229,529), the building permit revenue decreased due to a reduction in the rate increases by City Council an increase in interest income to offset the difference in other changes The net increase in expenditures includes the Fire Department Fit for Physicals (\$225,000) and legal expenses for requests for attorney general opinions which will be offset by interest income (\$15,000).
- □ Debt Service Fund revenue budget decreased from \$16,704,355 to \$16,428,706 which is a net decrease of \$275,649. The expenditure budget decreased from \$17,793,386 to \$17,562,308 which is a net decrease of \$231,078. This is a reduction in debt service due to

the 2023 Certificate of Obligation issue coming in with lower interest rates than anticipated.

	Ho	tel	0	ccupa	ancy	Ta	ax Fu	und	expen	diture	budget	increased	fro	m \$4,149,	737 to	\$4,344,737
W	hich	is	a	net	incr	ease	e of	\$19	95,000.	The	increase	includes	the	short-term	rental	inspections
(\$	30,00	0),	R	V-Par	rk	- 1	Electri	cal	Upgra	des	(\$70,000),	RV-Park	_	Upgrade	Water	(\$20,000)
R۱	/-Park	- Pa	ave	Park	ing S	Sites	(\$50,	000)	, and R	V-Park	- Landscap	ing (\$25,0	00).			

Tax Increment Fund revenue budget decreased from \$1,716,224 to \$1,342,771 which is a net decrease of \$373,453. This is due to a decrease in the value between preliminary and certified tax roll and reduction in proposed tax rates of all the participating taxing entities The expenditure budget increased (City of Killeen, Bell County and Central Texas College). from \$2,278,000 to \$2,400,000. The increase includes additional funding for the streetscape design and minor landscape improvements Bell County Annex (\$22,000) and expanded for improvement grants to include interior exterior for the Historic Overlay District and (\$100,000).

#### THE ALTERNATIVES CONSIDERED:

Adopt the Budget

#### Which alternative is recommended? Why?

Adopt the budget ordinance as presented. The City Charter requires the budget to be adopted by majority vote of the City Council on or before the 20th day of the last month of the fiscal year (September 20th), or the budget as submitted by the City Manager is deemed to have been adopted.

### **CONFORMITY TO CITY POLICY:**

The attached ordinance conforms with the City Charter and the City's Financial Governance Policy.

#### **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:**

Approve the ordinance adopting the Annual Budget for the City of Killeen for the fiscal year beginning October 1, 2023 and ending September 30, 2024.

### **DEPARTMENTAL CLEARANCES:**

Finance Legal

### **ATTACHED SUPPORTING DOCUMENTS:**

Ordinance

AN ORDINANCE APPROVING AND ADOPTING A BUDGET FOR OPERATING THE MUNICIPAL GOVERNMENT OF THE CITY OF KILLEEN FOR THE FISCAL YEAR BEGINNING ON OCTOBER 1, 2023 AND ENDING ON SEPTEMBER 30, 2024; APPROPRIATING MONEY FOR THE VARIOUS FUNDS AND PURPOSES OF SUCH BUDGET INCLUDING APPROPRIATIONS OF MONEY TO PAY INTEREST AND PRINCIPAL SINKING FUND REQUIREMENTS ON ALL INDEBTEDNESS; PROVIDING A SAVINGS AND SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES AND APPROPRIATIONS IN CONFLICT WITH THE PROVISIONS OF THIS ORDINANCE; AND ESTABLISHING AN EFFECTIVE DATE.

**WHEREAS**, a budget for operating the municipal government of the City of Killeen for the fiscal year October 1, 2023 to September 30, 2024 has been prepared by Kent Cagle, City Manager, as Budget Officer for the City of Killeen, Texas; and

WHEREAS, said budget has been submitted to the City Council by the City Manager along with his budget message, in accordance with the City Charter; and

WHEREAS, public notice of a public hearing upon this budget has been duly and legally made as required by City Charter and law; and

**WHEREAS**, a separate record vote of the City Council is required to adopt a budget that will raise more revenue from property taxes than the previous year; and

WHEREAS, the public hearing has been had upon said budget and, after full and final consideration of proposed expenditures, revenues, financial condition, and comparative expenditures as presented, it is the consensus of opinion that the budget as considered and amended at said hearing should be approved and adopted;

### NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF KILLEEN:

**SECTION I.** That the City Council of the City of Killeen ratifies, approves and adopts the budget as finally considered for the fiscal year of October 1, 2023 to September 30, 2024, a copy of which shall be filed with the office of the City Secretary and with the Bell County Clerk and which is incorporated herein for all intents and purposes.

**SECTION II.** That the appropriations for the 2024 fiscal year for the different administrative units and purposes of the City of Killeen, Texas, be fixed and determined for said fiscal year in accordance with the expenditures shown in said budget, and that the distribution and division of said appropriations be made in accordance with said budget including such amounts shown for providing for sinking funds for the payment of the principal and interest and the retirement of the bonded debt of the City of Killeen.

**SECTION III.** That pursuant to Section 76 of the City Charter, approval in this budget of items costing up to and including \$50,000 shall constitute the prior approval of said expenditures by City Council, and the City Manager or the Acting City Manager is authorized to advertise for bids for all contracts or purchases involving more than \$50,000 as provided by said Section without further authorization by the City Council.

**SECTION IV.** That should any part, portion, or section of this ordinance be declared invalid, inoperative, or void for any reason by a court of competent jurisdiction, such decision, opinion, or judgment shall in no way affect the remaining portions, parts, or sections or parts of a section of this ordinance, which provisions shall be, remain and continue to be in full force and effect.

**SECTION V.** That all ordinances and appropriations for which provision has heretofore been made are hereby expressly repealed if in conflict with the provisions of this ordinance.

**SECTION VI.** That this ordinance shall take effect and be in full force and effect from and after its passage and approval according to law.

**PASSED AND APPROVED** at a regular meeting of the City Council of the City of Killeen, Texas this 12th day of September 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	
CITY SECRETARY DISTRIBUTION: Executive Director of Finance	



## City Council Budget Discussion Schedule

Key Dates	Date
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<ul> <li>Tax Rate Public Hearing</li> <li>Adoption of:</li> <li>Budget</li> <li>Ratify Tax Revenue Increase</li> <li>Set Tax Rate (including I&amp;S and M&amp;O rates)</li> </ul>	September 12

	E	Projected Beginning nd Balance	FY 2024 Revenues	E	FY 2024 openditures	hange in nd Balance	Projected Ending Ind Balance	Fund Balance Reserve
Funds								
General Fund	\$	28,263,622	\$ 120,569,340	\$	120,569,340	\$ -	\$ 28,263,622	24.14%
Water & Sewer Fund		9,534,262	48,223,203		48,223,203	-	9,534,262	21.03%
Solid Waste Fund		5,008,517	24,476,776		24,476,776	-	5,008,517	22.21%
Drainage Utility Fund		1,225,937	5,255,698		5,255,698	-	1,225,937	25.75%
Aviation Funds		1,384,908	4,163,928		4,695,513	(531,585)	853,323	18.17%
Golf Enterprise Fund		-	1,611,320		1,557,275	54,045	54,045	3.47%
Debt Service Fund		3,157,118	16,428,706		17,562,308	(1,133,602)	2,023,516	11.52%
Street Maintenance Fund		7,849,421	9,896,738		6,133,450	3,763,288	11,612,709	189.33%
Hotel Occupancy Tax		1,546,531	3,961,641		4,344,737	(383,096)	1,163,435	26.78%
Other Special Revenues		5,354,608	9,277,420		11,293,131	(2,015,711)	3,338,897	29.57%
Capital Projects Funds		14,557,363	14,474,455		20,933,704	(6,459,249)	8,098,114	38.68%
Fleet Services		306,371	1,990,216		1,990,216	-	306,371	15.39%
Health Insurance		4,233,308	7,999,901		7,999,901	-	4,233,308	52.92%
Information Technology		691,913	5,570,263		6,076,534	(506,271)	185,642	3.06%
Risk Management		310,880	1,685,157		1,685,157	-	310,880	18.45%
Subtotal Funds		83,424,759	275,584,762		282,796,943	(7,212,181)	76,212,578	
Less Interfund Activity		_	(38,307,706)		(38,816,340)	508,634	508,634	
Total Funds	\$	83,424,759	\$ 237,277,056	\$	243,980,603	\$ (6,703,547)	\$ 76,721,212	296

### **Budget & Rate Adoption**

Record Vote on Budget

### Ratify Property Tax Revenue Increase

- Local Government Code 102.007(c)
  - Adoption of a budget that receives more property tax revenue than in the previous year requires a separate vote to ratify the property tax revenue increase
  - -Total tax revenue increase is \$7,840,546 (13.87%)
    - M&O \$6,968,491
    - I&S \$872,055
  - -Required even though the tax rate is decreasing

## Ratify Property Tax Increase

Vote to Ratify Property Tax Increase

## Setting the Tax Rate

Туре	Tax Rate	Budgeted Revenue
Maintenance & Operations	\$0.4742	\$49,908,172
Type	Tax Rate	Budgeted Revenue
Interest & Sinking (Debt)	\$0.1466	\$14,452,750
Type	Tax Rate	Budgeted Revenue
Total Tax Rate	\$0.6208	\$64,360,922

### Setting the Tax Rate (cont'd)

- Property Tax Code 26.05(b)
  - Sets forth the following requirements if the tax rate exceeds the no-new-revenue rate:
    - Record Vote
    - Approved by at least 60 percent of City Council (5 members)
    - Motion to approve the ordinance must be made with specific language:
    - "I move that the property tax rate be increased by the adoption of a tax rate of \$0.6208, which is effectively a 13.43 percent increase in the tax rate."
      - -This language is required by the State of Texas even though the tax rate will be lower



### City of Killeen

### Staff Report

File Number: RS-23-142

Consider a memorandum/resolution ratifying the property tax revenue increase reflected in the Annual Budget for the fiscal year October 1, 2023 through September 30, 2024.

DATE: September 5, 2023

TO: Kent Cagle, City Manager

FROM: Miranda Drake, Assistant Director of Finance

SUBJECT: Ratifying the Property Tax Revenue Increase as Required by the Local

**Government Code** 

#### **BACKGROUND AND FINDINGS:**

Local Government Code Section 102.007(c) requires the governing body to ratify the property tax revenue increase if the budget will raise more revenue from property taxes than in the previous year. The FY 2024 Annual Budget will raise more revenue from property taxes than last year's budget by an amount of \$7,840,546, which is a 13.87 percent increase from last year's budget. The property tax revenue to be raised from new property added to the tax roll this year is \$1,206,889.

#### **THE ALTERNATIVES CONSIDERED:**

N/A

### Which alternative is recommended? Why?

Approve the memorandum/resolution to be in compliance with the requirements set forth in the Local Government Code.

#### **CONFORMITY TO CITY POLICY:**

The memorandum/resolution ratifying the tax revenue increase conforms with Local Government Code Section 102.007(c).

#### **FINANCIAL IMPACT:**

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

N/A

Is this a one-time or recurring expenditure?

N/A

Is this expenditure budgeted?

N/A

If not, where will the money come from?

N/A

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

N/A

### **RECOMMENDATION:**

City Council ratify the property tax revenue increase reflected in the Annual Budget for the fiscal year October 1, 2023, through September 30, 2024.

### **DEPARTMENTAL CLEARANCES:**

Finance

Legal

### **ATTACHED SUPPORTING DOCUMENTS:**

N/A



## City Council Budget Discussion Schedule

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Less Interfund Activity		_	(38,307,706)		(38,816,340)	508,634	508,634	
Total Funds	\$	83,424,759	\$ 237,277,056	\$	243,980,603	\$ (6,703,547)	\$ 76,721,212	306

### **Budget & Rate Adoption**

Record Vote on Budget

### Ratify Property Tax Revenue Increase

- Local Government Code 102.007(c)
  - Adoption of a budget that receives more property tax revenue than in the previous year requires a separate vote to ratify the property tax revenue increase
  - -Total tax revenue increase is \$7,840,546 (13.87%)
    - M&O \$6,968,491
    - I&S \$872,055
  - -Required even though the tax rate is decreasing

## Ratify Property Tax Increase

Vote to Ratify Property Tax Increase

## Setting the Tax Rate

Type	Tax Rate	Budgeted Revenue
Maintenance & Operations	\$0.4742	\$49,908,172
Type	Tax Rate	Budgeted Revenue
Interest & Sinking (Debt)	\$0.1466	\$14,452,750
Type	Tax Rate	Budgeted Revenue
Total Tax Rate	\$0.6208	\$64,360,922

### Setting the Tax Rate (cont'd)

- Property Tax Code 26.05(b)
  - Sets forth the following requirements if the tax rate exceeds the no-new-revenue rate:
    - Record Vote
    - Approved by at least 60 percent of City Council (5 members)
    - Motion to approve the ordinance must be made with specific language:
    - "I move that the property tax rate be increased by the adoption of a tax rate of \$0.6208, which is effectively a 13.43 percent increase in the tax rate."
      - -This language is required by the State of Texas even though the tax rate will be lower



### City of Killeen

### Staff Report

File Number: OR-23-017

Consider an ordinance setting a tax rate of \$0.6208 per \$100 valuation, comprised of \$0.4742 for maintenance and operations and \$0.1466 for debt service, for fiscal year 2024 (tax year 2023).

DATE: September 5, 2023

TO: Kent Cagle, City Manager

FROM: Miranda Drake, Assistant Director of Finance

**SUBJECT:** Setting the Tax Rate for Fiscal Year 2024

#### **BACKGROUND AND FINDINGS:**

A public hearing required by Section 26.05 of the Property Tax Code may not be held before the fifth day after the date the notice of public hearing is given. The notice required by Property Tax Code 26.06 was published in the Killeen Daily Herald on August 20, 2023.

The City has complied with all provisions of the truth-in-taxation laws regarding the adoption of the tax rate.

The City Manager's proposed FY 2024 Budget used the tax rate of \$0.6208 per \$100 valuation. On August 1, 2023, at a City Council meeting, the Killeen City Council set the preliminary tax rate at the rate of \$0.6208 per \$100 valuation. The preliminary tax rate represents the maximum rate that can be adopted for the FY 2024 Budget. The no-new-revenue tax rate for FY 2024 (2023 tax year) is \$0.5473. The voter-approval tax rate for FY 2024 (2023 tax year) is \$0.7075.

Texas Tax Code requires the vote on an ordinance setting a tax rate that exceeds the no-new-revenue rate to be a record vote and approved by at least sixty (60) percent of the members of the governing body. In order to set the tax rate above the no-new-revenue rate of \$0.5473, the ordinance must be approved by at least five (5) members of City Council.

### **THE ALTERNATIVES CONSIDERED:**

1) Set the tax rate for fiscal year 2024 (tax year 2023).

#### Which alternative is recommended? Why?

Set the tax rate at \$0.6208 per \$100 valuation as presented in the ordinance.

#### **CONFORMITY TO CITY POLICY:**

The ordinance complies with truth-in taxation laws set by the Texas Tax Code and Local Government Code.

### **FINANCIAL IMPACT:**

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

N/A

Is this a one-time or recurring expenditure?

N/A

Is this expenditure budgeted?

N/A

If not, where will the money come from?

N/A

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

N/A

### **RECOMMENDATION:**

City Council approve the ordinance setting a tax rate of \$0.6208 per \$100 valuation, comprised of \$0.4742 for maintenance and operations and \$0.1466 for debt service, for fiscal year 2024 (tax year 2023).

### **DEPARTMENTAL CLEARANCES:**

Finance

Legal

### **ATTACHED SUPPORTING DOCUMENTS:**

Ordinance

<b>ORDINANCE</b>	

AN ORDINANCE SETTING THE TAX RATE AND LEVYING A TAX UPON ALL PROPERTY SUBJECT TO TAXATION WITHIN THE CITY LIMITS OF THE CITY OF KILLEEN, TEXAS, FOR THE 2023 TAX YEAR AND FOR THE USE AND SUPPORT OF THE MUNICIPAL GOVERNMENT OF THE CITY OF KILLEEN FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023, AND ENDING SEPTEMBER 30, 2024; APPORTIONING SAID LEVY AMONG THE VARIOUS FUNDS AND ITEMS FOR WHICH REVENUE MUST BE RAISED INCLUDING PROVIDING A SINKING FUND FOR THE RETIREMENT OF THE BONDED DEBT OF THE CITY; AND ESTABLISHING AN EFFECTIVE DATE.

**WHEREAS**, the Chief Appraiser of the Bell County Tax Appraisal District has prepared and certified the appraisal roll for the City of Killeen, Texas, said roll being that portion of the approved appraisal roll of the Bell County Tax Appraisal District which lists property taxable by the City of Killeen, Texas; and

WHEREAS, the Chief Appraiser of the Bell County Tax Appraisal District has performed the statutory calculations required by Section 26.04 of the Texas Property Tax Code, and the City of Killeen has published the no-new-revenue rate, the voter-approval tax rate, and an explanation of how they were calculated and has fulfilled all other requirements for publication as contained in Texas Property Tax Code Section 26.06, in a manner designated to come to the attention of all residents of said City and has submitted rates to the City Council of said City prior to the City Council meeting of August 1, 2023; and,

WHEREAS, "THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE." AND "THE TAX RATE WILL EFFECTIVELY BE RAISED BY 14.60 PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$60.40."

**WHEREAS**, the City Council has complied with all applicable requirements of the Texas Property Tax Code prior to the setting of the tax rate for said City for 2023 tax year;

### NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF KILLEEN;

**SECTION I.** That the tax rate of the City of Killeen, Texas for the tax year 2023 be, and is hereby, set at \$0.6208 on each \$100 of the taxable value of real and personal property not exempt from taxation by the constitution and laws of this state within the corporate limits of said City.

**SECTION II.** That there is hereby levied for the tax year 2023 upon all real and personal property not exempt from taxation by the constitution and laws of this state situated within the corporate limits of said City, and there shall be collected for the use and support of the municipal government of the City of Killeen, Texas, to provide a sinking fund for the retirement of the bonded debt of said City and to provide for permanent improvements in said City, said tax; and said tax, so levied and collected, shall be apportioned to the specific purposes hereinafter set forth; to wit:

- A. For the payment of current expenses and to be deposited in the general fund (for the purposes of maintenance and operations) \$0.4742 on each \$100 of the taxable value; and,
- B. To provide for sinking funds for the payment of the principal and interest and the retirement of bonded debt, \$0.1466 on each \$100 of the taxable value of such property.

**SECTION III.** That the Chief Appraiser is hereby authorized to assess and collect the taxes of said City employing the above tax rate.

**SECTION IV.** That the Executive Director of Finance of said City shall keep accurate and complete records of all monies collected under this Ordinance and of the purposes for which same are expended.

**SECTION V.** That monies collected pursuant to this Ordinance shall be expended as set forth in the City of Killeen FY 2024 Annual Budget.

**SECTION VI.** That all monies collected which are not specifically appropriated shall be deposited in the general fund.

**SECTION VII.** That this ordinance shall take effect and be in full force and effect from and after its passage and approval according to law.

**PASSED AND APPROVED** at a regular meeting of the City Council of the City of Killeen, Texas this 12th day of September, 2023, at which meeting a quorum was present, held in accordance with the provisions of V.T.C.A. Government Code, Section 551.001 et. seq.

	APPROVED
ATTEST:	Debbie Nash-King MAYOR
Laura J. Calcote CITY SECRETARY	
APPROVED AS TO FORM:	
Holli C. Clements	

CITY ATTORNEY



# City Council Budget Discussion Schedule

Key Dates	Date
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### **Budget & Rate Adoption**

Record Vote on Budget

### Ratify Property Tax Revenue Increase

- Local Government Code 102.007(c)
  - Adoption of a budget that receives more property tax revenue than in the previous year requires a separate vote to ratify the property tax revenue increase
  - -Total tax revenue increase is \$7,840,546 (13.87%)
    - M&O \$6,968,491
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  - -Required even though the tax rate is decreasing

## Ratify Property Tax Increase

Vote to Ratify Property Tax Increase

## Setting the Tax Rate

Туре	Tax Rate	Budgeted Revenue		
Maintenance & Operations	\$0.4742	\$49,908,172		
Type	Tax Rate	Budgeted Revenue		
Interest & Sinking (Debt)	\$0.1466	\$14,452,750		
Type	Tax Rate	Budgeted Revenue		
Total Tax Rate	\$0.6208	\$64,360,922		

### Setting the Tax Rate (cont'd)

- Property Tax Code 26.05(b)
  - Sets forth the following requirements if the tax rate exceeds the no-new-revenue rate:
    - Record Vote
    - Approved by at least 60 percent of City Council (5 members)
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      - -This language is required by the State of Texas even though the tax rate will be lower



### City of Killeen

### **Staff Report**

File Number: RS-23-143

Consider a memorandum/resolution to adopt the Five-Year Capital Improvement Program for Fiscal Year 2024 - 2028.

DATE: September 5, 2023

TO: Kent Cagle, City Manager

FROM: Miranda Drake, Assistant Director of Finance

**SUBJECT:** Five-Year Capital Improvement Program for FY 2024 - 2028

### **BACKGROUND AND FINDINGS:**

The Fiscal Year 2024 - 2028 Capital Improvement Program (CIP) for the City of Killeen is a comprehensive document that provides a five-year outlook for capital projects. This document serves as a guide for the preparation of the capital budget. Only those projects scheduled for Fiscal Year 2024 will be incorporated into the annual budget. If additional funding becomes available or projects finish under the budgeted amount, projects may move to earlier fiscal years as applicable. The Five-Year Capital Improvement Program is updated on an annual basis. Projects shown in later years are for planning purposes only, as funding and priorities may change during the life of the program.

The Five-Year Capital Improvement Program was developed to establish a long-term commitment to the capital projects necessary to protect the health, safety, and welfare, and to sustain and improve the quality of life of the citizens of Killeen.

### **THE ALTERNATIVES CONSIDERED:**

- 1) Modify the Five-Year Capital Improvement Program prior to adoption.
- 2) Adopt the Capital Improvement Program as presented.

### Which alternative is recommended? Why?

City Council adopt the FY 2024 - 2028 Capital Improvement Program as presented.

### **CONFORMITY TO CITY POLICY:**

This document conforms to City policies including the Capital Projects Policies.

### **FINANCIAL IMPACT:**

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

Adopting this document does not have a direct fiscal impact; however, it is important to note that projects for Fiscal Year 2024 will be incorporated into the annual budget.

Is this a one-time or recurring expenditure?

N/A

Is this expenditure budgeted?

N/A

If not, where will the money come from?

N/A

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

N/A

### **RECOMMENDATION:**

City Council adopt the Five-Year Capital Improvement Program for Fiscal Year 2024 - 2028.

### **DEPARTMENTAL CLEARANCES:**

Finance

Legal

### **ATTACHED SUPPORTING DOCUMENTS:**

FY 2024 - 2028 Capital Improvement Program

# FY 2024 Adopted Capital Improvement Program

As submitted to the City Council on September 12, 2023



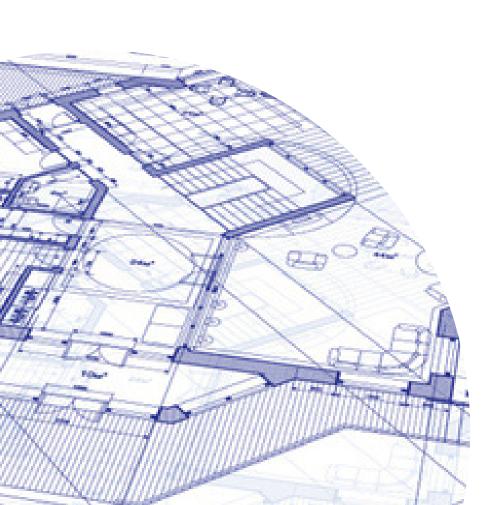
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### INTRODUCTION



The City of Killeen Capital Improvement Program (CIP) was developed to establish a long-term commitment to the capital projects necessary to protect the health, safety, and welfare, and sustain and improve the quality of life of the citizens of Killeen. This program is designed to meet the infrastructure and facilities needs for today, as well as the future. The five-year CIP uses a comprehensive approach to ensure the most efficient use of public funds. Additional information is available in the Capital Improvement Plan Annual Budgeting Process documents.

Each budget year, funding is set aside for the City's Capital Improvement Program (CIP). The funding is available for citywide community projects that improve public property. This includes streets and sidewalks, parks, and buildings. Projects have a useful life exceeding one year and cost \$100,000 or more.

The City of Killeen plans capital expenditures over a five year period; however, a formal capital improvement budget is adopted by the City Council for the current year only.

### **HOW TO USE THE CIP DOCUMENT**

The CIP document is organized by project type. Each project type includes information on existing projects that will carry forward into fiscal year 2024, and projects that are anticipated in fiscal years 2024 - 2028.

By nature, many capital projects may span across fiscal years. Funding for each project is shown in the year funds are to be encumbered. The actual expenditure by year will be ruled by the project contract, and pace at which the contractor completes the project.

The summary section includes total use by project type and source of funds. Detailed project descriptions and justifications are provided for projects inside of the five-year plan.

### **DEFINITIONS**

- Capital Project
  - A non-recurring expenditure that exceeds approximately \$100,000 and has a useful life exceeding one year.
- Capital Improvement Project
  - A capital project for the new construction or expansion of infrastructure or facilities.
- Capital Equipment Project
  - A capital project for items such as equipment, vehicles, tools, or other similar items.
- Capital Maintenance Project
  - A capital project for the remodel, reconstruction, or rehabilitation of infrastructure or facilities.
- Recurring Capital Maintenance Projects
  - Recurring capital maintenance projects reflect the recurring capital expenditure needs required to preserve or replace existing city assets due to wear and tear.

### **PROJECT DATA SHEETS**

### Each Project Submittal Sheet includes the following:

- Project Type
  - To identify the representative type of capital of the project.
- Project Title
  - A brief descriptive title for the project.
- Impact on Operating Budget
  - Estimated increases in personnel, maintenance & operations, and capital costs directly associated with the project. These costs are based upon best estimates as they correlate to the current level of service.
     An estimated number of Full-time employees (FTEs) that would be needed for the associated project.
- Project Management Information
  - Codes, department/division, numbers, and manager.
- Description
  - A statement that describes the limits and scope of the project.
- Justification
  - A statement regarding the need for the project.
- Project Schedule
  - Estimated project schedule duration.
- Project Costs and Source of Funds
  - Details of project costs and sources of funding including prior year expenditures, current fiscal year budgeted expenditures, and estimated expenditures for upcoming fiscal years.
- Site Information
  - A graphic representation of the project

### CAPITAL IMPROVEMENT PROGRAM PROCESS



### **DEVELOPMENT PROCESS**

A Capital Improvement Program (CIP) is an iterative process and should therefore be treated as a work in progress. The intent of this program is to cover a five-year planning cycle and to identify long-range projects, beyond the five-year plan. Per the adopted Capital Projects Policies, this plan will be prepared, reviewed, and adopted annually to forecast the five-year projects. Adoption of the capital plan will set the stage for the adoption of the annual budget. Funding is appropriated with the adoption of the annual budget. Future years are used for planning purposes and are intended to establish working goals, objectives, and direction for City Staff. If additional funds become available, projects may be moved into earlier years. For a detailed description of the CIP development process, refer to the adopted Capital Projects Policy.

Projects in the capital improvement program have an appropriation for only the first year of the five-year plan. These projects are reviewed and evaluated as part of the annual budget development process. The desired goal is to close out the projects within one year. The first year's appropriation may be carried forward into the next fiscal year if and when the project requires more time for completion. Each capital project is assigned a project number to track revenues and expenditures.

### **REVIEW PROCESS**

The City of Killeen uses a CIP Committee to review all CIP Projects submitted for the upcoming fiscal year. The CIP Committee consists of individuals from a variety of divisions and professional disciplines to review project submissions and ensure that:

Projects are scoped properly (a building has Americans with Disabilities Act (ADA) access, includes telephones, computers, etc.)

Infrastructure components are coordinated (a waterline is installed at the same time as a roadway improvement at a specific location)

Long-term operating impacts are included in estimates (staffing, utility and maintenance costs are considered)

Time frames for construction activity and cash flow requirements are realistic

Projects are coordinated geographically (i.e., not more than one north/south major thoroughfare is restricted at a time)

Project costs are reviewed to determine adequacy of the budget and appropriate funding sources

Projects meet city's current hardware, software and security standards

Network bandwidth requirements are needed to support the application if technology will be accessed from remote locations

Long-term operating impacts are included in estimates (training, maintenance and support)

Funding for ongoing maintenance of hardware, operating system, application and database is identified

Parties responsible for day-to-day support are identified

Identify systems that require after hours technical support

Funding is included to cover ongoing monthly maintenance costs associated with the system

Backups and data retention have been considered

Disaster recovery and security considerations have been addressed

While these illustrations are not exhaustive, they provide examples of the value added through project review by the CIP Committee.

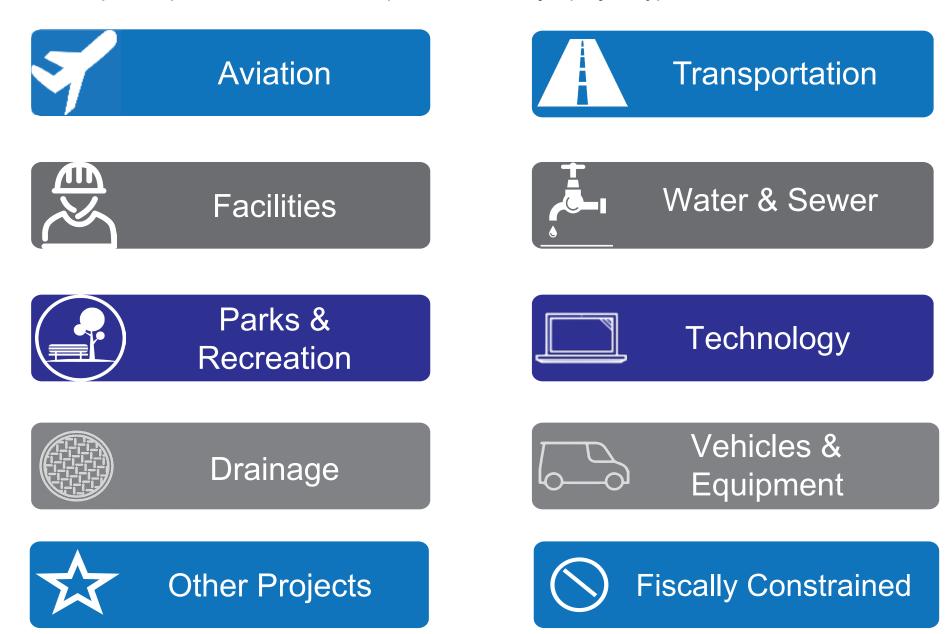
### **PRIORITIZATION CRITERIA**

The CIP Committee prioritizes the projects based on City Council's broad goals, division priorities, anticipated funding sources, and recommended practices from GFOA.



### **PROJECT TYPES**

The Capital Improvement Plan is comprised of ten major project types:







### **HIGHLIGHTS**

The FY 2024 Capital Improvement Program includes funding for 25 individual projects and 52 vehicles/equipment totaling \$28,114,997.

### AVIATION

Three projects totaling approximately \$8.0M

### DRAINAGE

One project totaling \$876,316

### • FACILITIES

Eight projects totaling approximately \$2.1M

### OTHER PROJECTS

o One project totaling \$50,000

### PARKS & RECREATION

One project totaling \$173,340

### TECHNOLOGY

o Five projects totaling approximately \$2.3M

### TRANSPORTATION

Two projects totaling \$2.3M

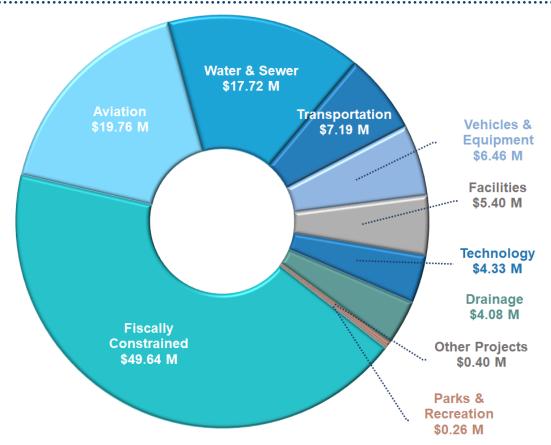
### VEHICLE & EQUIPMENT

- Three new vehicle/equipment purchases totaling \$571,535
- 49 replacement vehicle/equipment purchases totaling approximately \$5.9M

### WATER & SEWER

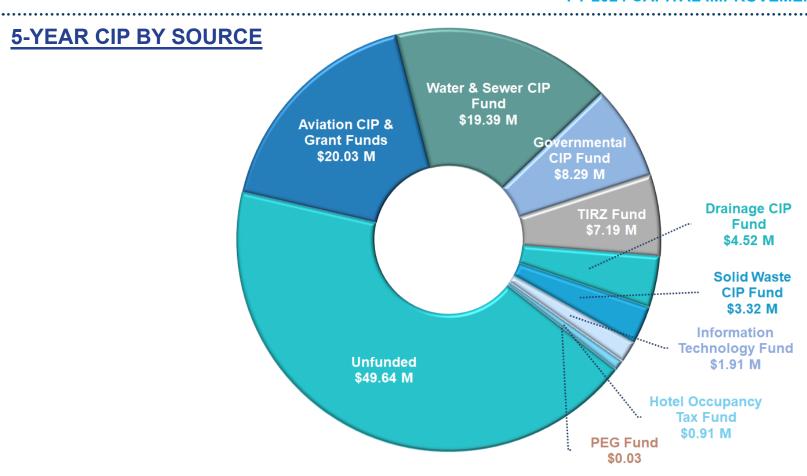
Five projects totaling approximately \$5.7M

### **5-YEAR CIP BY USE**



By Use	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
Aviation	\$ 8,050,000	\$ 100,000	\$ 3,000,000	\$ 800,000	\$ 7,810,000
Water & Sewer	5,720,475	7,079,475	2,870,475	1,853,875	200,000
Transportation	2,300,000	2,128,000	300,000	2,150,000	312,000
Vehicles & Equipment	6,457,935	-	-	-	-
Facilities	2,131,660	1,765,666	1,500,000	-	-
Technology	2,355,271	609,600	668,400	350,000	350,000
Drainage	876,316	800,000	800,000	800,000	800,000
Other Projects	50,000	300,000	50,000	-	-
Parks & Recreation	173,340	86,670	-	-	-
Total By Use	28,114,997	12,869,411	9,188,875	5,953,875	9,472,000
Fiscally Constrained	-	19,073,067	16,872,000	9,925,000	3,768,000
Total CIP	\$ 28,114,997	\$ 31,942,478	\$ 26,060,875	\$ 15,878,875	\$ 13,240,000

The City of Killeen plans capital expenditures over a five year period; however, the formal capital improvement budget is adopted by the City Council for the current year only.



By Source	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
Aviation CIP & Grant Funds	\$ 8,221,500	\$ 200,000	\$ 3,000,000	\$ 800,000	\$ 7,810,000
Water & Sewer CIP Fund	7,289,898	7,179,475	2,870,475	1,853,875	200,000
Governmental CIP Fund	4,580,850	2,111,936	1,600,300	-	-
TIRZ Fund	2,300,000	2,128,000	300,000	2,150,000	312,000
Drainage CIP Fund	1,224,438	900,000	800,000	800,000	800,000
Solid Waste CIP Fund	3,054,040	-	268,100	-	-
Information Technology Fund	506,271	350,000	350,000	350,000	350,000
Hotel Occupancy Tax Fund	905,000	-	-	-	-
PEG Fund	33,000	-	-	-	-
Total By Source	28,114,997	12,869,411	9,188,875	5,953,875	9,472,000
Unfunded	-	19,073,067	16,872,000	9,925,000	3,768,000
Total CIP	\$ 28,114,997	\$ 31,942,478	\$ 26,060,875	\$ 15,878,875	\$ 13,240,000

### **SUMMARY CAPITAL PROJECTS FUNDS**

### City of Killeen FY 2024

### **Capital Project Funds**

eginning vailable esources 62,158,502 32,000,000 23,109,641 21,604,971 21,248,614 16,477,370 7 668 109		Prior Year ommitments 62,791,593 32,000,000 22,610,698 21,337,313 17,163,821	\$	FY 2024 Revenues 5,922,761 - 474,362		FY 2024 enditures <sup>(1)</sup> 5,289,670		Change in nd Balance 633,091	P	Ending Available esources
62,158,502 32,000,000 23,109,641 21,604,971 21,248,614 16,477,370	-	62,791,593 32,000,000 22,610,698 21,337,313		5,922,761						-
32,000,000 23,109,641 21,604,971 21,248,614 16,477,370		32,000,000 22,610,698 21,337,313		-	•	-	•	-	•	
23,109,641 21,604,971 21,248,614 16,477,370		22,610,698 21,337,313		474,362						_
21,604,971 21,248,614 16,477,370		21,337,313		17 1,002		973,305		(498,943)		
21,248,614 16,477,370				_		-		(400,040)		267,657
16,477,370				3,150,218		7,235,011		(4,084,793)		201,001
		15,501,522		309,859		1,285,707		(975,848)		_
										_
										619,678
								. , ,		2,093,907
						10 000				1,180,017
										1,060,467
						147.000				1,676,346
		*				,		,		(386,854
				_		-		-		(,
		-		26		-		26		1,261
04,113,087	\$	191,140,203	\$	14,473,300	\$	20,933,704	\$	(6,460,404)	\$	6,512,479
-	\$	-	\$	-	\$	2,300,000	\$	-	\$	-
-		-		-		905,000		-		-
-		-		-		506,271		-		-
-		-		-		33,000		-		-
-	\$	-	\$	-	\$	3,744,271	\$	-	\$	-
04,113,087	\$	191,140,203	\$	14,473,300	\$	24,677,975	\$	(6,460,404)	\$	6,512,479
	7,668,109 7,071,407 3,826,620 3,754,602 1,890,286 1,513,040 1,233,846 317,555 237,289 1,235 04,113,087	7,668,109 7,071,407 3,826,620 3,754,602 1,890,286 1,513,040 1,233,846 317,555 237,289 1,235 04,113,087 \$  - \$	7,668,109 6,090,755 7,071,407 5,897,704 3,826,620 2,610,018 3,754,602 2,148,252 1,890,286 1,242,669 1,513,040 500,000 1,233,846 147,000 317,555 861,569 237,289 237,289 1,235 - 04,113,087 \$ 191,140,203	7,668,109 6,090,755 7,071,407 5,897,704 3,826,620 2,610,018 3,754,602 2,148,252 1,890,286 1,242,669 1,513,040 500,000 1,233,846 147,000 317,555 861,569 237,289 237,289 1,235	7,668,109       6,090,755       1,928,919         7,071,407       5,897,704       618,535         3,826,620       2,610,018       44,576         3,754,602       2,148,252       487,557         1,890,286       1,242,669       542,400         1,513,040       500,000       47,427         1,233,846       147,000       736,501         317,555       861,569       210,159         237,289       237,289       -         1,235       -       26         04,113,087       \$ 191,140,203       \$ 14,473,300	7,668,109       6,090,755       1,928,919         7,071,407       5,897,704       618,535         3,826,620       2,610,018       44,576         3,754,602       2,148,252       487,557         1,890,286       1,242,669       542,400         1,513,040       500,000       47,427         1,233,846       147,000       736,501         317,555       861,569       210,159         237,289       -       -         1,235       -       26         04,113,087       \$ 191,140,203       \$ 14,473,300         \$       -       \$         -       -       -         -       -       -         -       -       -         -       -       -         -       -       -         -       -       -         -       -       -         -       -       -         -       -       -         -       -       -         -       -       -         -       -       -         -       -       -         -       -       -	7,668,109       6,090,755       1,928,919       3,506,273         7,071,407       5,897,704       618,535       1,792,238         3,826,620       2,610,018       44,576       641,500         3,754,602       2,148,252       487,557       -         1,890,286       1,242,669       542,400       10,000         1,513,040       500,000       47,427       -         1,233,846       147,000       736,501       147,000         317,555       861,569       210,159       53,000         237,289       -       -       -         1,235       -       26       -         04,113,087       \$ 191,140,203       \$ 14,473,300       \$ 20,933,704     - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ -	7,668,109       6,090,755       1,928,919       3,506,273         7,071,407       5,897,704       618,535       1,792,238         3,826,620       2,610,018       44,576       641,500         3,754,602       2,148,252       487,557       -         1,890,286       1,242,669       542,400       10,000         1,513,040       500,000       47,427       -         1,233,846       147,000       736,501       147,000         317,555       861,569       210,159       53,000         237,289       237,289       -       -         1,235       -       26       -         04,113,087       \$ 191,140,203       \$ 14,473,300       \$ 20,933,704       \$         -       -       -       905,000         -       -       -       33,000         -       -       -       33,000         -       -       \$ 3,744,271       \$	7,668,109         6,090,755         1,928,919         3,506,273         (1,577,354)           7,071,407         5,897,704         618,535         1,792,238         (1,173,703)           3,826,620         2,610,018         44,576         641,500         (596,924)           3,754,602         2,148,252         487,557         -         487,557           1,890,286         1,242,669         542,400         10,000         532,400           1,513,040         500,000         47,427         -         47,427           1,233,846         147,000         736,501         147,000         589,501           317,555         861,569         210,159         53,000         157,159           237,289         237,289         -         -         -           1,235         -         26         -         26           04,113,087         191,140,203         14,473,300         20,933,704         (6,460,404)    - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ -	7,668,109         6,090,755         1,928,919         3,506,273         (1,577,354)           7,071,407         5,897,704         618,535         1,792,238         (1,173,703)           3,826,620         2,610,018         44,576         641,500         (596,924)           3,754,602         2,148,252         487,557         -         487,557           1,890,286         1,242,669         542,400         10,000         532,400           1,513,040         500,000         47,427         -         47,427           1,233,846         147,000         736,501         147,000         589,501           317,555         861,569         210,159         53,000         157,159           237,289         -         -         -         -           1,235         -         26         -         26           04,113,087         \$ 191,140,203         \$ 14,473,300         \$ 20,933,704         \$ (6,460,404)         \$           -         -         -         -         905,000         -         -           -         -         -         -         33,000         -         -           -         -         -         -         33,000         -

<sup>(1)</sup> Includes expenses other than Capital Improvement Program; Aviation projects to be appropriated once grant is awarded



## AVIATION CAPITAL IMPROVEMENT PROGRAM

### PROJECT TYPE: AVIATION

					Planned			
Project Ranking	•	Project Budget to Date	2024	2025	2026	2027	2028	Total Funded
1	Project Code 240016 GRK IGSA Airfield Maintenance	-	450,000	-	-	-	-	450,000
2	Project Code 220008 GRK Taxiway E Relocation	550,000	4,600,000	-	-	-	-	5,150,000
3	Project Code 230039 GRK Passenger Terminal Mechanical Improvements	450,000	3,000,000	-	-	-		3,450,000
4	Project Code 230004 GRK Rehab Runway/Taxiway	100,000	-	100,000	-	100,000	-	300,000
5	Project Code GRK Airport Land Acquisition	-	-	-	3,000,000	-	-	3,000,000
6	Project Code N/A GRK Aeronautical Commercial Development	-	-	-	-	700,000	7,810,000	8,510,000
	Total	\$ 1,100,000	\$ 8,050,000	\$ 100,000	\$ 3,000,000 \$	800,000 \$	7,810,000	\$ 20,860,000

				Planned			
Funding Sources	Project Budget to Date	2024	2025	2026	2027	2028	Total Funded
523 Aviation CIP Fund	-	450,000	-	300,000	70,000	781,000	1,601,000
524 Aviation AIP Grant	990,000	6,840,000	90,000	2,700,000	720,000	7,029,000	18,369,000
526 Aviation CFC Fund	-	-	-	-	-	-	-
529 Aviation PFC Fund	110,000	760,000	10,000	-	10,000	-	890,000
	-	-	-	-	-	-	-
Total	\$ 1,100,000	\$ 8,050,000	\$ 100,000	\$ 3,000,000	\$ 800,000	\$ 7,810,000	\$ 20,860,000

### PROJECT TYPE: AVIATION

### CIP Projects - Approved FY 2023 Scheduled & Underway

		•	1010 00000								
								Planned			7
	Project Code	Projects	Project Budget to Date	202	4	2025		2026	2027	2028	Total
1	180007	GRK ATP Solar Project	988,866								988,866
2	190005	Replace Equipment - Terminal Bldg	4,422,230								4,422,230
3	190021	Admin Fees Application #11	46,779								46,779
4	200022	Airport Aircraft Hangar	5,269,998								5,269,998
5	210003	Wayfinding	235,000								235,000
6	210047	Wayfinding Signage Improvement	300,000								300,000
7	210048	Aircraft Hangar No. 2	6,238,652								6,238,652
8	220006	Airport Taxiway B Rehab	11,470,760								11,470,760
9	220007	Apron Rehab Phase II	500,000								500,000
10	220025	Admin Fees Application #12	35,000								35,000
11	220037	Skylark 10% Match	298,000								298,000
12	230006	Skylark Main Terminal Demolition	529,000								529,000
13	230019	GRK Security System Rehab	120,900								120,900
14	230021	Admin Fees Application #13	35,000								35,000
		Total	\$ 30,490,185	\$	-	\$	- \$	-	\$ -	\$ -	\$ 30,490,185
								Planned			
			Project Budget								
		Funding Sources	to Date	202	4	2025		2026	2027	2028	Total
		523 Aviation CIP Fund	2,379,573								2,379,573
		524 Aviation AIP Grant	25,279,918								25,279,918
		526 Aviation CFC Fund	1,223,866								1,223,866
		529 Aviation PFC Fund	1,606,828								1,606,828
		Total	\$ 30,490,185	\$	-	\$	- \$	-	\$ -	\$ -	\$ 30,490,185

Killeen-Fort Hood Regional Airport is currently seeking to fulfill contractual obligations for pavement maintenance and preservation, specifically for airfield surfaces, under the newly established Intergovernmental Support Agreement (IGSA) with Fort Cavazos. This IGSA contract encompasses maintenance activities for two airfields located at Robert Gray Army Airfield and Yoakum-DeFrenn Army Heliport. While the exact reimbursement amount for this contract is yet to be determined, our priority is to promptly secure all necessary equipment to fulfill our obligations.

Impact on Operating Budget	2024	2025	2026	2027	2028
Personnel	\$ -	\$ -	\$ -	\$ 4 -	\$ -
Operations/Maintenance	-	-	-	- 4	-
Capital	-	-		-	-
Total	\$ -	\$	\$	\$ -	\$ -



Project Costs	Budget to	Budget		Future Fisc	Project	Schedule Duration	
Project Costs	Date	2024	2025	2026	2027 2028	Total	Scriedule Duration
Design/Engineering	\$ -	\$ -	\$ -	\$ -	\$ - \$ -	\$ -	N/A
Construction	-	-	_	-		\$ -	N/A
Land/ROW	-	-	_	-		\$ -	N/A
Equipment & Machinery	1	450,000	-	-		\$ 450,000	6 to 12 months
Furniture & Fixtures	1	-	-	-		\$ -	N/A
Other/Contingency	1	-	-	-		\$ -	N/A
Total	\$ -	\$ 450,000	\$ -	\$ -	\$ - \$ -	\$ 450,000	

Source of Funds	Budge	t to	E	Budget		1	Fut	ure F	Plar	nning		F	Project	Project Status
Source of Fullus	Date	е		2024	2025		202	6		2027	2028		Total	✓ Planning
523 Aviation CIP Fund	\$	-	\$	450,000	\$	-	\$	-	\$	1	\$ 1	\$	450,000	☐ Design
-		-			-			-		-	-	\$	-	☐ Construction
-		-		-	-			-		-	-	\$	-	Funding Status
-		-		1	-			-		-	-	\$	-	
-		-			-			-			-	\$	-	☐ Unfunded
Total	\$	-	\$	450,000	\$	-	\$	-	\$	-	\$ -	\$	450,000	☐ Partially Funded

Objective to remove direct access Taxiway E from Primary Apron to Runway. This safety improvement will be increasingly necessary as increased general aviation traffic is anticipated with the addition of 2 new City-owned hangars being constructed with apron access by 2023. This project will standardize taxiway geometry per current FAA standards aligning with Grant Assurance 34 (Policies, Standards, and Specifications) to improve the safe operation of the airport (Grant Assurance 19).

This project will Increase operational safety by standardizing taxiway pavement geometry and removing a direct access taxiway and addressing pavements that are beyond useful life as the existing Taxiway E would need to be reconstructed eventually.

Impact on Operating Budget	2024	2025	2026	2027	2028
Personnel	\$ -	\$ 1	\$ 1	\$ 4 -	\$ -
Operations/Maintenance	1	-	-	-	-
Capital	1	-	-	-	-
Total	\$ •	\$ •	\$ -	\$ - T	\$ -



**Project Status** 

☑ Planning☐ Design☐ ConstructionFunding Status

✓ Funded☐ Unfunded☐ Partially Funded

Project Costs	В	udget to	Budget			Fu	ture Fisc	al	Planning		Project	Schedule Duration
Project Costs		Date	2024	2025	3		2026		2027	2028	Total	Schedule Duration
Design/Engineering	\$	550,000	\$ 399,500	\$	-	\$	<i>A</i>	\$	-	\$ -	\$ 949,500	3 to 6 months
Construction		-	4,200,000		-		- /- /		-	-	\$ 4,200,000	6 to 12 months
Land/ROW		-	-		-		-		-	-	\$	N/A
Equipment & Machinery		-	-		-		-		-	-	\$ -	N/A
Furniture & Fixtures		-	-		- /		-		-	-	\$ -	N/A
Other/Contingency		-	500		-		<u> </u>		-	-	\$ 500	30 to 90 days
Total	\$	550,000	\$ 4,600,000	\$		\$		\$		\$ - \$	\$ 5,150,000	

Source of Funds	В	udget to Date	Budget 2024	2025	Future F 2026	Plai	nning 2027	2028	Project Total
524 Aviation AIP Grant	\$	495,000	\$ 4,140,000	\$ -	\$ -	\$	-	\$ -	\$ 4,635,000
529 Aviation PFC Fund		55,000	460,000	-	-		-	-	\$ 515,000
-		-	-	-	-		-	-	\$ -
-		-	-	-	-		-	-	\$ -
-		-	-	-	-		-	-	\$ -
Total	\$	550,000	\$ 4,600,000	\$ -	\$	\$	-	\$ -	\$ 5,150,000

<sup>\*</sup> To be appropriated once grant is awarded

This project consists of replacing the baggage claim carousels in the public area of the terminal and improving baggage system hardware and software; replacing the boarding bridge PreConditioned Air (PCAir) units on bridges 1 and 6. These bridges and their PCAirs were installed in 2008 and have exceeded their useful life; replace the emergency generator as it has exceeded its useful life.

	Passenger Terminal Mechanical Improvements CIP EXHIBIT
ı	
;	

Impact on Operating Budget	2024	2025	2026	2027	2028
Personnel	\$ -	\$ -	\$ -	\$ -	\$ -
Operations/Maintenance	-	-	-	7	-
Capital	-	-	-		-
Total	\$ -	\$ -	\$ -	\$ -	\$ -

Project Costs	Budget to	Budget		Future Fisc	al Planning	Project	Schedule Duration
Project Costs	Date	2024	2025	2026	2027 2028	Total	Schedule Duration
Design/Engineering	\$ 450,000	\$ 299,500	\$ -	\$ -	\$ - \$ -	\$ 749,500	3 to 6 months
Construction	-	2,700,000	_	-	-	\$ 2,700,000	6 to 12 months
Land/ROW	-	-	-	-		\$ -	N/A
Equipment & Machinery	-	-	-	-	-	\$ -	N/A
Furniture & Fixtures	-	-	-	-	-	\$ -	N/A
Other/Contingency	-	500	-	-		\$ 500	30 to 90 days
Total	\$ 450,000	\$ 3,000,000	\$ -	\$ -	\$ - \$ -	\$ 3,450,000	

Source of Funds	В	udget to	Budget		Future F	Pla	nning		Project	Project Status
Source of Fullus		Date	2024	2025	2026		2027	2028	Total	☑ Planning
524 Aviation AIP Grant	\$	405,000	\$ 2,700,000	\$ -	\$ 	\$	-	\$ -	\$ 3,105,000	☐ Design
529 Aviation PFC Fund		45,000	300,000	/ - N	-		-	-	\$ 345,000	☐ Construction
-		-	-	- 1	-		-	-	\$ -	Funding Status
-		-	-	-	-		-	-	\$ -	
-		-	-	-	-		-	-	\$ -	☐ Unfunded
Total	\$	450,000	\$ 3,000,000	\$ -	\$	\$	-	\$ -	\$ 3,450,000	☐ Partially Funded

<sup>\*</sup> To be appropriated once grant is awarded

This project includes rubber removal, and minor repairs of the runway and taxiway to include sealing of longitudinal and transverse cracks and patching of runway and taxiway pavement and the remarking of the runway and taxiway. (\$50,000 Taxiway/\$50,000 Runway)

This work will ensure a safe, fully functional runway and taxiway, as well as extending the useful life of the runway and taxiway.

Impact on Operating Budget	20	24	2025	2026	2027	2028
Personnel	\$	-	\$ -	\$ -	\$ -	\$ -
Operations/Maintenance			-	-	-	-
Capital			-	-	,	-
Total	\$		\$	\$	\$ -	\$ _



Droinet Coate	Budget to	Budget		Future Fisc	al Planning	Project	Schedule Duration
Project Costs	Date	2024	2025	2026	2027 2028	Total	Schedule Duration
Design/Engineering	\$ -	\$ -	\$ -	\$ -	\$ - \$ -	\$ -	N/A
Construction	100,000	-	100,000	-	100,000 -	\$ 300,000	3 to 6 months
Land/ROW	1	-	-	-	-	\$ -	N/A
Equipment & Machinery	1	-	-	-		\$ -	N/A
Furniture & Fixtures	ı	-		-		\$ -	N/A
Other/Contingency	-	-	-	-		\$ -	N/A
Total	\$ 100,000	\$ -	\$ 100,000	\$ -	\$ 100,000 \$ -	\$ 300,000	

Source of Funds	В	udget to	I	Budget			Future I	Pla	nning		I	Project	Pro
Source of Fullus		Date		2024	2025		2026		2027	2028		Total	✓P
524 Aviation AIP Grant	\$	90,000	\$	-	\$ 90,000	\$		\$	90,000	\$ -	\$	270,000	□ D
529 Aviation PFC Fund		10,000			10,000		-		10,000	-	\$	30,000	□ C
-		-		-	-		-		-	-	\$	-	Fur
-		-		-	-	\	-		-	-	\$	-	✓ F
-		-			-		-		-	-	\$	-	□U
Total	\$	100,000	\$		\$ 100,000	\$	-	\$	100,000	\$	\$	300,000	□ P

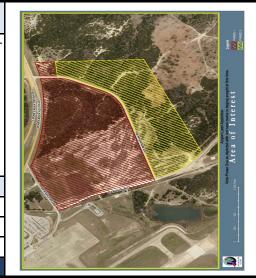
- ✓ Funded☐ Unfunded
- ☐ Partially Funded

The objective is to increase airport self-sustainability by increasing land available for aeronautical and nonaeronautical development.

- ·Land to be acquired less than 100 Acres
- •FAA process for land acquisition will be followed through reimbursement with a proper appraisal and other documentation.

Acquisition of land will limit encroachment near the airport of non-aeronautical activities and provide the airport with development opportunities of both aeronautical and non-aeronautical activities to sustain itself fiscally

Impact on Operating Budget	2024	2025	2026	2027	2028
Personnel	\$ -	\$ 1	\$ -	\$ -	\$ -
Operations/Maintenance			-	-	-
Capital			-	-	-
Total	\$ _	\$	\$ -	\$ -	\$ _



Droinet Conta	Budget to	Budget		Future Fisc	al Pla <mark>n</mark> ning	Droinet Total	Schedule Duration
Project Costs	Date	2024	2025	2026	2027 2028	Project Total	Schedule Duration
Design/Engineering	\$ -	\$ -	\$ -	\$ 55,000	\$ - \$ -	\$ 55,000	1 to 2 years
Construction	-	-	_	_	-	\$ -	N/A
Land/ROW	-	-	-	2,945,000	-	\$ 2,945,000	1 to 2 years
Equipment & Machinery	-	-	-	-		\$ -	N/A
Furniture & Fixtures	-	-	-	-	-	\$ -	N/A
Other/Contingency	-	-	-			\$ -	N/A
Total	\$ -	\$ -	\$ -	\$ 3,000,000	s - s -	\$ 3,000,000	

Source of Funds	Budge		Budget		Future P	lanning		Pro	oject Total
oource or rainas	Date	е	2024	2025	2026	2027	2028	,	oject rotar
524 Aviation AIP Grant	\$	-	\$ -	\$ -	\$ 2,700,000	\$ -	\$ -	\$	2,700,000
523 Aviation CIP Fund		-		- \	300,000	1	-	\$	300,000
-		-	1	-	-	1	-	\$	-
-		-	-	1	-	1	-	\$	-
-		-		1	-		-	\$	-
Total	\$	-	\$ -	\$	\$ 3,000,000	\$ -	\$	\$	3,000,000

Project Status
☑ Planning
□ Design
☐ Construction
Funding Status
✓ Funded
☐ Unfunded

□ Partially Funded

This project consists of the design of common-use taxiways that will support future airport growth after land acquisition is completed. This project aligns with fostering a self-sustaining airport through achieving economic benefits and increasing integration with local communities by providing access to future hangar development (by others). This project is consistent with the master plan and supported by the airport layout plan. This access will allow for future airport development, growth, and aid in satisfying needed hangar capacity.

					-	
Impact on Operating Budget	2024	2025	2026	2027		2028
Personnel	\$ 1	\$ 1	\$	\$ -	\$	-
Operations/Maintenance				<u> </u>		-
Capital				,		-
Total	\$ •	\$	\$	\$	\$	_



Project Costs	Budget to	Budget		Future Fisc	al Pla <mark>n</mark> ning	Project	Schedule Duration
Project Costs	Date	2024	2025	2026	2027 2028	Total	Scriedule Duration
Design/Engineering	\$ -	\$ -	\$ -	\$ -	\$ 700,000 \$ 710,000	\$ 1,410,000	1 to 2 years
Construction	-	-	_	- /	- 7,100,000	\$ 7,100,000	1 to 2 years
Land/ROW	-	-	-	-		\$ -	N/A
Equipment & Machinery	-	-	-	-		\$ -	N/A
Furniture & Fixtures	-	-	-	-		\$ -	N/A
Other/Contingency	-	-	- /	-		\$ -	N/A
Total	\$ -	\$ -	\$ -	\$ -	\$ 700,000 \$ 7,810,000	\$ 8,510,000	

Source of Funds	Budge	et to	Budget			Future F	Planning		Project
Source of Fullus	Dat	е	2024	2025		2026	2027	2028	Total
524 Aviation AIP Grant	\$	-	\$ -	\$ -	\$	-	\$ 630,000	\$ 7,029,000	\$ 7,659,000
523 Aviation CIP Fund		-				-	70,000	781,000	\$ 851,000
-		-	-	-		-	-	-	\$ -
-		-	-	-	1	1	-	-	\$ -
-		-	-	-			-	-	\$ -
Total	\$	-	\$ -	\$	\$		\$ 700,000	\$ 7,810,000	\$ 8,510,000

**Project Status** 

- ☐ Unfunded □ Partially Funded



### DRAINAGE CAPITAL IMPROVEMENT PROGRAM

### PROJECT TYPE: DRAINAGE

				Planned			
Project Project Ranking Code Projects	Project Budget to Date	2024	2025	2026	2027	2028	Total Funded
1 Project Code 240000 Road Reconstruction- Drainage Improvements	-	876,316	800,000	800,000	800,000	800,000	4,076,316
							-
							-
							-
Total	\$ -	\$ 876,316	\$ 800,000	\$ 800,000 \$	800,000 \$	800,000	\$ 4,076,316

				Planned			
Funding Sources	Project Budget to Date	2024	2025	2026	2027	2028	Total Funded
375 Drainage CIP Fund		876,316	800,000	800,000	800,000	800,000	4,076,316
Total	\$ -	\$ 876,316	\$ 800,000	\$ 800,000	\$ 800,000	\$ 800,000	\$ 4,076,316

### PROJECT TYPE: DRAINAGE

### CIP Projects - Approved FY 2023 Scheduled & Underway

						Planne	d					
	Project Code Projects	Project Budget to Date	2	.024	2025	2026		2027		2	2028	Total
1	190018 GREENFOREST CIRCLE	749,352										749,352
2	200009 WOLF DITCH DRAINAGE CIP	549,870										549,870
3	200045 E. TRIMMIER RD BRIDGE REP	482,757										482,757
4	210006 STORM DRAIN/INLETS-TRM/10	720,450										720,450
5	210008 I-14/TRIM & WSY DRNG IMPR	1,000,000										1,000,000
6	210029 CONDER & AA LANE PARK	823,259										823,259
7	210033 BUNNY TRAIL IMPROVEMENTS	700,000										700,000
8	220011 BERMUDA DITCH WALL REPAIR	741,972										741,972
9	230003 CHAPARRAL RD WIDENING	500,000										500,000
10	230005 UNIFIED DEVELOPMENT CODE	100,000										100,000
11	230007 DRAINAGE MASTER PLAN	300,000										300,000
12	230008 STONETREE DRIVE DRAINAGE	100,000										100,000
	Total	\$ 6,767,660	\$	-	\$ -	\$ •	- \$	5	- :	\$	-	\$ 6,767,660
						Planne	d					
	Funding Sources	Project Budget to Date	2	2024	2025	2026		2027		2	2028	Total
	375 Drainage CIP Fund	5,788,657		_				_				5,788,657
	576 2006 C/O Bond	979,003										979,003
		-			_			_				
		-										
	Total	\$ 6,767,660	\$	-	\$ -	\$	- \$	3	- ;	\$	-	\$ 6,767,660

This project is intended to provide necessary funding to installed needed drainage improvements in association with the Transportation Street Reconstruction Program. As the new roadways are redesigned there are necessary drainage improvements needed in addition to the roadway replacement. This project will provide funding through the drainage program to assist in the needed improvements to the drainage infrastructure.

1	
y	No tracks
า	N16-44-39(15-E
	GILMER ST STA 11443.75 CONTROL POWT \$9 - 21'-4"
	ELEV - 07.12

Impact on Operating Budget		2024	2025	2026	2027	2028
Personnel	\$	-	\$ -	\$ -	\$ 4 -	\$ -
Operations/Maintenance		-	-	-		-
Capital		-	-	-	-	-
Tota	al \$		\$	\$	\$ -	\$ _

Drainet Conta	Budget to	Budget		Future Fisc	al Planning	Project	Schedule Duration
Project Costs	Date	2024	2025	2026	2027 202	8 Total	Schedule Duration
Design/Engineering	\$ -	\$ -	\$ -	\$ -	\$ - \$	- \$ -	N/A
Construction	-	876,316	800,000	800,000	800,000 800	0,000 \$ 4,076,316	2 to 3 years
Land/ROW	-	-	-	-	-	- \$ -	N/A
Equipment & Machinery	-	-	-	-	-	- \$ -	N/A
Furniture & Fixtures	-	-	-	-	-	- \$ -	N/A
Other/Contingency	-	-		-	-	- \$ -	N/A
Total	\$ -	\$ 876,316	\$ 800,000	\$ 800,000	\$ 800,000 \$ 800	0,000 \$ 4,076,316	

Source of Funds	Budge	et to	E	Budget		Future F	Plar	nning		I	Project	Project Status
Source of Fullus	Dat	te		2024	2025	2026		2027	2028		Total	☑ Planning
375 Drainage CIP Fund	\$	-	\$	876,316	\$ 800,000	\$ 800,000	\$	800,000	\$ 800,000	\$	4,076,316	□ Design
-		-		-	-	-		-	-	\$	-	☐ Construction
-		-		-	-	-		-	-	\$	-	Funding Status
-		-		-	-	-		-	-	\$	-	
-		-			-	-		-	-	\$	-	☐ Unfunded
Total	\$	•	\$	876,316	\$ 800,000	\$ 800,000	\$	800,000	\$ 800,000	\$	4,076,316	☐ Partially Funded

## FACILITIES CAPITAL IMPROVEMENT PROGRAM

### PROJECT TYPE: FACILITIES

					Planned			
Project Ranking	Project Code Projects	Project Budget to Date	2024	2025	2026	2027	2028	Total Funded
1	Project Code 240001 Central Fire Station Parking Lot Resurfacing	-	148,000	-	-	-	-	148,000
2	Project Code 240002 FD Overhead Door Replacements	-	79,000	-	-	-	-	79,000
3	Project Code ADA Code ADA Remediations - City Facilities & City Park Assets	1,660,443	514,348	1,200,000	1,500,000	-	-	4,874,791
4	Project Code 240003 KCCC Bathroom Remodel	-	500,000	-	-	-	-	500,000
5	Project Code 240004 KCCC Flooring Replacement	-	240,000	-	-	-	-	240,000
6	Project Code 240005 Outdoor Warning Siren Additions	-	110,312	190,666	-	-	-	300,978
7	Project Code 240017 KCCC RV Upgrades	-	165,000	-	-	-	-	165,000
	Total	\$ 1,660,443	\$ 1,756,660	\$ 1,390,666	\$ 1,500,000 \$	- \$	-	\$ 6,307,769

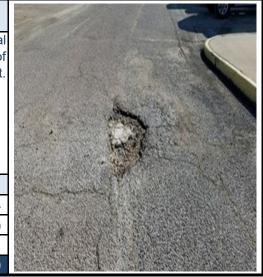
				Planned			7
Funding Sources	Project Budget to Date	2024	2025	2026	2027	2028	Total Funded
214 HOT Fund	-	905,000	-	-	-	-	905,000
349 Governmental CIP Fund	1,660,443	851,660	1,390,666	1,500,000	-	-	5,402,769
	-	-	-	-	-	-	-
Total	\$ 1,660,443	\$ 1,756,660	\$ 1,390,666	\$ 1,500,000	-	\$ -	\$ 6,307,769

### PROJECT TYPE: FACILITIES

	CIP Project:	s - Approved FY 202	3 Scheduled &	Underway				
					Planned			
	Project Code Projects	Project Budget to Date	2024	2025	2026	2027	2028	Total
1	200005 HVAC Replacement Program Phase 2	534,168						534,168
2	200033 Senior Center	7,754,189						7,754,189
3	220012 Roof Replacements	73,651						73,651
4	220013 Fire Sprinkler Monitoring - FD and KCCC	48,000						48,000
5	220024 Rodeo Electric	163,176						163,176
6	220038 Fire Station #4 New Build	5,749,045						5,749,045
7	220039 Bell County Annex	800,000						800,000
8	230010 City Hall Annex	108,295						108,295
9	230011 Animal Services Quarantine Facility	1,300,000	375,000	375,000				2,050,000
10	230022 Homeless Shelter	2,000,000						2,000,000
11	230029 Parks Maintenance Facility	600,000						600,000
12	230030 PD Parking Lot Expansion	200,000						200,000
13	230031 PD Evidence Storage Building	500,000						500,000
14	230033 Downtown Property	295,000						295,000
15	ARPA06 Police Range & Training Facility	250,000						250,000
16	ARPA08 HCCA - Meals on Wheels	200,000						200,000
17	ARPA18 HVAC at KCCC	1,078,000						1,078,000
18	ARPA19 KCCC Lighting Upgrade	126,680						126,680
19	ARPA20 Emergency/Fire Operations Center	11,900,000						11,900,000
	Total	\$ 33,680,204	\$ 375,000	\$ 375,000	\$ -	\$ -	\$ -	\$ 34,430,204
					Planned			
	Funding Sources	Project Budget to Date	2024	2025	2026	2027	2028	Total
	349 Governmental CIP Fund	33,680,204						34,430,204
	Total	\$ 33,680,204	\$ 375,000	\$ 375,000	\$ -	\$ -	\$ -	\$ 34,430,204

Due to age, extensive use by extremely heavy equipment, and past water line breaks, the parking lot at the central fire station has exceeded its useful life. There are numerous cracks, potholes, and deteriorated/crumbling areas of asphalt. The project will remove the top 4" of asphalt, recompact the existing substrate, and install new asphalt. The project will also include restriping the lot and new signage to conform with current ADA standards.

Impact on Operating Budget	2024	2025	2026		2027	2028
Personnel	\$ -	\$ 1	\$ -	\$	-	\$ -
Operations/Maintenance	-	1	-		-	3,500
Capital	-	-		Ŋ	1	-
Total	\$ -	\$	\$	\$	-	\$ 3,500



Project Costs	Budget to	Budget		Future Fisc	al Pla <mark>n</mark> ning	Project	Schedule Duration
Project Costs	Date	2024	2025	2026	2027 2028	Total	Schedule Duration
Design/Engineering	\$ -	\$ -	\$ -	\$ -	\$ - \$ -	\$ -	N/A
Construction	1	148,000	_	- /		\$ 148,000	30 to 90 days
Land/ROW	1	-	-	-		\$ -	N/A
Equipment & Machinery	-	-	-	-		\$ -	N/A
Furniture & Fixtures	-	-	-	-		\$ -	N/A
Other/Contingency	-	-	-	-		\$ -	N/A
Total	\$ -	\$ 148,000	\$ -	\$ -	\$ - \$ -	\$ 148,000	

Source of Funds	Budg	get to	I	Budget				Future F	Pla	nning			F	Project	Project Status
Source of Fullus	Da	ate	2024		2025		2026		2027		2028		Total		☑ Planning
349 Governmental CIP Fund	\$	-	\$	148,000	\$		\$		\$	-	\$	-	\$	148,000	☐ Design
-		-		-		-		-		-		-	\$	-	☐ Construction
-		-		-		-		-		-		-	\$	-	Funding Status
-		-		-		-	\	-		-		-	\$	1	
-		-				-		-		-		-	\$	-	☐ Unfunded
Total	\$	•	\$	148,000	\$		\$		\$		\$		\$	148,000	☐ Partially Funded

The City currently has approximately 130 overhead doors located throughout the City. Many of these doors are 20-plus years old and have reached the end of their useful lives. These doors are beginning to significantly impact the building services maintenance budget (\$15,000.00 plus for repairs to date and \$25,000.00 plus for replacements to date). This project will replace 10 fire department doors at Central Fire Station (3), Fire Station #1 (1), Fire Station #3 (2), Fire Station #6 (2), Fire Station #7 (2).

Impact on Operating Budget	2024		2025	2026	202	27	2028
Personnel	\$	-	\$ -	\$ -	\$	4 -	\$ -
Operations/Maintenance	-		-	-		-	-
Capital	-		-	-		-	-
Total	\$	-	\$ -	\$	\$	· .	\$ -



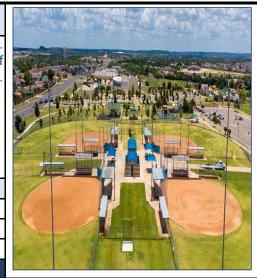
Droinet Conta	Budget to	Budget		Future Fisc	al Planning	Project	Schedule Duration
Project Costs	Date	2024	2025	2026	2027 2028	Total	Schedule Duration
Design/Engineering	\$ -	\$ -	\$ -	\$ -	\$ - \$ -	\$ -	N/A
Construction	1	79,000	_	-	-	\$ 79,000	3 to 6 months
Land/ROW	1	-	-	-		\$ -	N/A
Equipment & Machinery	1	-	-	-		\$ -	N/A
Furniture & Fixtures	ı	-	-	-		\$ -	N/A
Other/Contingency	-	-	-	- A		\$ -	N/A
Total	\$ -	\$ 79,000	\$ -	\$ -	\$ - \$ -	\$ 79,000	

Source of Funds	Budget to Date	0	Budget 2024		Future Planning 2025 2026 2027 2028						2028	Project Total		
349 Governmental CIP Fund	\$	-	\$ 79,000	\$	-	\$	-	\$	-	\$	-	\$	79,000	
	1		-		-		-		-		-	\$	-	
	-		 1		-		-		-		-	\$	-	
-	-		-		-		-		-		1	\$	-	
-	-				-		-		-			\$	-	
Total	\$	-	\$ 79,000	\$	-	\$		\$		\$	•	\$	79,000	

F	Project Status
	Planning
	Design Construction
F	unding Status
	unding Status Funded

ADA remediations to city facilities and physical assets within city parks as outlined in the ADA self-evaluation report. Projects are recommended to be funded by fiscal year to come into compliance with ADA requirements. City of Killeen is under a settlement agreement with the Department of Justice to bring city facilities into ADA compliance. The physical improvements can be managed with a job order contract or another alternative bidding method.





Project Costs	Budget to	Budget		Future Fisc	al Planning		Project	Schedule Duration
Project Costs	Date	2024	2025	2026	2027	2028	Total	Schedule Duration
Design/Engineering	\$ 1,480,770	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,480,770	N/A
Construction	155,468	514,348	1,200,000	1,500,000	-	-	\$ 3,369,816	1 to 2 years
Land/ROW	1	-	-	-	-	-	\$	N/A
Equipment & Machinery	24,205	-	-	-	-	-	\$ 24,205	N/A
Furniture & Fixtures	ı	-	-	-	-	-	\$ -	N/A
Other/Contingency	1	-			-	-	\$ -	N/A
Total	\$ 1,660,443	\$ 514,348	\$ 1,200,000	\$ 1,500,000	\$ -	\$ -	\$ 4,874,791	

Source of Funds	Budget to Date	Budget 2024	2025	Future F 2026	Planning 2027	2028	Project Total
349 Governmental CIP Fund	\$ 1,660,443	\$ 514,348	\$ 1,200,000	\$ 1,500,000	\$ -	\$ -	\$ 4,874,791
-	-	-		-	-	-	\$ -
-		-	-	-	-	-	\$ -
-	-	-	-	-	-	-	\$ -
-	-	-	-	-	-	-	\$ -
Total	\$ 1,660,443	\$ 514,348	\$ 1,200,000	\$ 1,500,000	\$ -	\$ -	\$ 4,874,791

Project Status
☑ Planning
☐ Design
☐ Construction
Funding Status
Funding Status  ✓ Funded

The Killeen Civic and Conference Center hosted 558 events in FY2022 with 138,355 attendees. Bathrooms are the most common complaint we hear from guests. While KCCC staff do a great job keeping the bathrooms clean, they have a number of functional and aesthetic issues. As we work to recruit national conventions and conferences, it is important to have a facility that is modern, clean, and aesthetically pleasing. The project would replace all tile, toilet partitions, sinks, countertops, and plumbing fixtures in six restrooms. This project would also address ADA compliance issues and difficulty replacing or repairing broken hardware on 20-year-old partitions and plumbing fixtures. Pricing is derived from estimates by Mike Marrs architect.

Impact on Operating Budget	2024	2025	2026	2027			2028	
Personnel	\$ -	\$	\$ -	\$		-	\$	-
Operations/Maintenance	-	1	1			-		-
Capital						-		-
Total	\$ -	\$ •	\$	\$		-	\$	



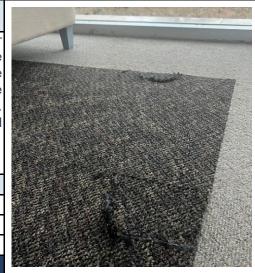
Project Costs	Budget to	Budget		Future Fisc	al Pla <mark>n</mark> ning	Project	Schedule Duration
Project Costs	Date	2024	2025	2026	2027 2028	Total	Scriedule Duration
Design/Engineering	\$ -	\$ 50,000	\$ -	\$ -	\$ - \$ -	\$ 50,000	3 to 6 months
Construction	-	450,000	_	- /	-	\$ 450,000	30 to 90 days
Land/ROW	-	-	-	-	-	\$ -	N/A
Equipment & Machinery	-	-	-	-		\$ -	N/A
Furniture & Fixtures	-	-	-	-		\$ -	N/A
Other/Contingency	-	-	-	-		\$ -	N/A
Total	\$ -	\$ 500,000	\$ -	\$ -	\$ - \$ -	\$ 500,000	

Source of Funds	Budget t	0	Budge	t	Future Planning									Project	
Source of Fullus	Date		2024		2025		2026		2027		2028		Total		
214 HOT Fund	\$	-	\$ 500,0	00	\$		- 3	\$	-	\$	-	\$	1	\$	500,000
-	-					-		-			-		-	\$	-
-	-					-		-			-		-	\$	_
-	•					-		-			-		-	\$	-
-	-					-		-			-		-	\$	_
Total	\$	-	\$ 500,0	00	\$		- :	•	-	\$	-	\$	-	\$	500,000

- ✓ Funded☐ Unfunded
- ☐ Partially Funded

Events at KCCC brought in 138,355 attendees in FY2022. The type of carpet installed in the building is not rated for high traffic impact. The carpeting is showing excessive stains, wear and tear across the entire facility. Stains are embedded and do not come out, even with a professional steaming. Flooring needs to be replaced to bring the building up to the standards required by the types of customers we currently attract and those we anticipate attracting. The current carpeting will become a safety issue soon, as several pulls and tears are occurring. Requesting 41,400 sqft of installed airport-grade flooring, similar to carpet but much more resistant to damage and stains. Pricing averages \$5.80/sqft installed from two vendors contacted.

Impact on Operating Budget	2024	2025	2026	2027			2028	
Personnel	\$ 1	\$ 1	\$ 1	\$		1	\$	-
Operations/Maintenance	1	1	1	1		-		-
Capital				7		1		-
Total	\$ •	\$	\$	\$		_	\$	_



Project Costs	Budget to	Budget		Future Fisc	al Planning	Project	Schedule Duration
Project Costs	Date	2024	2025	2026	2027 2028	Total	Schedule Duration
Design/Engineering	\$ -	\$ -	\$ -	\$ -	\$ - \$ -	\$ -	N/A
Construction	1	-	_	- /		\$ -	N/A
Land/ROW	1	-	-	-	-	\$ -	N/A
Equipment & Machinery	-	-	-	-		\$ -	N/A
Furniture & Fixtures	-	-	-	-		\$ -	N/A
Other/Contingency	-	240,000	-	-		\$ 240,000	30 to 90 days
Total	\$ -	\$ 240,000	\$ -	\$ -	\$ - \$ -	\$ 240,000	

Source of Funds	Budg	et to	Budget				Future F	Plan		I	Project	Project Status		
Source of Fullus	Da	ite	2024		2025		2026	2027		2028		Total		☑ Planning
214 HOT Fund	\$	-	\$ 240,000	\$	-	\$	-	\$	1	\$	1	\$	240,000	☐ Design
-		-							-		-	\$	-	☐ Construction
-		-	 -		-						-	\$	-	Funding Status
-		-	-		-						-	\$	-	☑ Funded
-		-	-		-	1	-		-		-	\$	-	☐ Unfunded
Total	\$	-	\$ 240,000	\$		\$	-	\$		\$		\$	240,000	☐ Partially Funded

Install 3 additional sirens on steel poles with anti-hacking components and move 1 siren. Sirens are connected to the electrical grid with a solar backup. The relocation siren is from 114 W Avenue D to the park at 114 W Green Avenue to have better coverage. New sirens are 1 at the university, 1 on Trimmier south of Stagecoach, and 1 near Azura Way. We continue to apply for grants, but at this time, nothing is awarded. The Outdoor Warning Siren System is a key component in the early warning of an outdoor hazard to the community. This system has been in place since 2009 with no additional sirens. The project is needed due to the growth of the City and will provide safety to a greater portion of the community. Outdoor Sirens notify people outside, so places such as parks and schools are target locations.

Impact on Operating Budget	2024	2025	2026	2027	2028
Personnel	\$ -	\$ -	\$ -	\$ 4 -	\$ -
Operations/Maintenance	-	3,525	3,020	3,020	3,020
Capital	-	-	-		-
Total	\$	\$ 3,525	\$ 3,020	\$ 3,020	\$ 3,020



Project Costs	Budget to	Budget		Future Fisc	t Future Fiscal Planning						
Project Costs	Date	2024	2025	2026	2027 2028	Total	Schedule Duration				
Design/Engineering	\$ -	\$ -	\$ -	\$ -	\$ - \$	- \$ -	N/A				
Construction	1	14,000	-	-		\$ 14,000	6 to 12 months				
Land/ROW	1	-	-	-		\$ -	N/A				
Equipment & Machinery	1	-	-	-		\$ -	N/A				
Furniture & Fixtures	ı	-		_		\$ -	N/A				
Other/Contingency	-	96,312	190,666			\$ 286,978	6 to 12 months				
Total	\$ -	\$ 110,312	\$ 190,666	\$ -	\$ - \$	- \$ 300,978					

Source of Funds	Вι	Budget Future Planning										Proje	
Source of Fullus	Date	2	2024	2025			2026	2027		2028		Total	☑ Plan
349 Governmental CIP Fund	\$ -	\$	110,312	\$	190,666	\$	-	\$	-	\$ -	\$	300,978	☐ Desi
-	_		_		-		-		-	-	\$	1	☐ Cons
-	-		-		-		-		-	-	\$		Fundi
-	-		-		-		-		-	-	\$	-	Func
-	-		-		-		-		-	-	\$		☐ Unfu
Total	\$ -	\$	110,312	\$	190,666	\$	-	\$	-	\$ -	\$	300,978	☐ Parti

Project Status
<ul><li>✓ Planning</li><li>☐ Design</li><li>☐ Construction</li></ul>
Funding Status
☑ Funded

- ☐ Unfunded☐ Partially Funded
- ] Partially Funded

The Killeen Civic and Conference Center (KCCC) offers 20 RV sites at a rate of \$30 per site per day, starting in FY 2024. These spaces are rented to various groups like rodeo contestants, carnival staff, convention attendees, and livestock show participants. From April 2002, the revenue generated has amounted to \$67,535. To enhance attractiveness and increase revenue, upgrades to services are proposed. This project encompasses ashphalt pads, 50 amp service electric upgrades for 10 sites, secure water spigots at each site, roadway access enhancements, and basic landscaping/aesthetic improvements.

Impact on Operating Budget	2024	2025	2026	2027	2028
Personnel	\$ -	\$ -	\$ -	\$ -	\$ -
Operations/Maintenance	6,000	-	-	-	-
Capital	-	-	-		-
Total	\$ 6,000	\$ -	\$ -	\$ -	\$ -



Project Costs	Budget to	Budget		Future Fisc	al Pla <mark>nn</mark> ing	Project	Schedule Duration
Project Costs	Date	2024	2025	2026	2027 2028	Total	Scriedule Duration
Design/Engineering	\$ -	\$ -	\$ -	\$ -	\$ - \$ -	\$ -	N/A
Construction	-	-	_	-		\$ -	N/A
Land/ROW	-	-	_	-		\$ -	N/A
Equipment & Machinery	-	-	-	-		\$ -	N/A
Furniture & Fixtures	-	-	-	-		\$ -	N/A
Other/Contingency	-	165,000	-	-		\$ 165,000	3 to 6 months
Total	\$ -	\$ 165,000	\$ -	\$ -	\$ - \$ -	\$ 165,000	

Source of Funds	Bu	dget to	ı	Budget		1		Future	Pla	nning		ı	Project	Pr
Source of Fullus		Date		2024	2025			2026		2027	2028		Total	✓ F
214 HOT Fund	\$	-	\$	165,000	\$ 1	-	\$	-	\$	-	\$ -	\$	165,000	
-		-		-	-			-		-	-	\$	-	
-		-		-	_			-		-	-	\$	-	Fu
-		-		-	-		١	-		-	-	\$	-	✓ F
-		-		-	-			-		-	-	\$	-	□ L
Tota	\$	-	\$	165,000	\$	-	\$		\$	-	\$	\$	165,000	☐ F

### OTHER PROJECTS



### PROJECT TYPE: OTHER PROJECTS

Total

				Planned			
	Project						
Project Project	Budget						Total
Ranking Code Projects	to Date	2024	2025	2026	2027	2028	Funded
1 Project Code 240009 Engineering Design Standards Update	_	50,000	300,000	50,000	-	-	400,000
Total	\$ -	\$ 50,000 \$	300,000 \$	50,000	\$ -	\$ -	\$ 400,000

					Р	lanned						
Funding Sources	Project Budget to Date	202	24	 2025		2026		2027		2028		Total Funded
375 Drainage CIP Fund	-		50,000	100,000	)		-		-		-	150,000
387 Water & Sewer CIP Fund	-		-	100,000	)		-		-		-	100,000
349 Governmental CIP Fund	-		-	100,000	)	50,00	00		-		-	150,000
Total	\$ -	\$ 5	0,000	\$ 300,000	\$	50,000	0 \$	-		\$ -		\$ 400,000

### CIP Projects - Approved FY 2023 Scheduled & Underway

						Planned			
	Project Code	Projects	Project Budget to Date	2024	2025	2026	2027	2028	Total
1	230005	Unified Development Code	300,000						300,000
2	200039	Emergency Services Master Plan	75,000						75,000
		Total	\$ 375,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 375,000
						Planned			
		Funding Sources	Project Budget to Date	2024	2025	Planned 2026	2027	2028	Total
		Funding Sources  349 Governmental CIP Fund	Budget		2025		2027	2028	<b>Total</b> 175,000
			Budget to Date		2025		2027	2028	
		349 Governmental CIP Fund	Budget to Date 175,000		2025		2027	2028	175,000

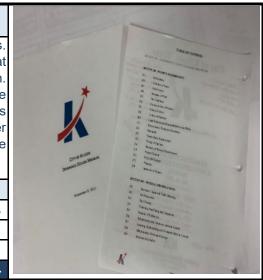
\$ 375,000 \$

- \$ - \$

375,000

This project will hire a consultant to review and update the engineering design standards, specifications, and details. The consultant will review and provide updates to the current City design standards for all infrastructure that includes transpiration, drainage, and water and sewer. The consultant will also assist with stakeholder outreach. The current city engineering standards are outdated and do not meet current state and federal requirements. The drainage design manual and details were last updated in 2014. Since that time, changes in materials as well as requirements for the City's MS4 permit need to be addressed. Similarly, the transpiration and water and sewer standards and details were last updated in 2014. Materials and state and federal standards such as ADA need to be addressed.

Impact on Operating Budget	2024	2025	2026	2027	2028
Personnel	\$ 1	\$ 1	\$	\$ -	\$ -
Operations/Maintenance	-			-	-
Capital	-			,	-
Total	\$	\$	\$	\$ -	\$ _



Droinet Conta	Budget to	Budget		Future Fisc	al Planning	Project	Schedule Duration
Project Costs	Date	2024	2025	2026	2027 2028	Total	Schedule Duration
Design/Engineering	\$ -	\$ 50,000	\$ 300,000	\$ 50,000	\$ - \$ -	\$ 400,000	6 to 12 months
Construction	1	-	_		-	\$ -	N/A
Land/ROW	1	-	-	-	-	\$ -	N/A
Equipment & Machinery	1	-	-	-		\$ -	N/A
Furniture & Fixtures	ı	-	-	-		\$ -	N/A
Other/Contingency	-	-	-	-		\$ -	N/A
Total	\$ -	\$ 50,000	\$ 300,000	\$ 50,000	\$ - \$ -	\$ 400,000	

Source of Funds	Bu	dget to	Budget		Future F	Plai	nning		Project	Project Status
Source of Fullus		Date	2024	2025	2026		2027	2028	Total	☑ Planning
375 Drainage CIP Fund	\$	-	\$ 50,000	\$ 100,000	\$ -	\$	1	\$ -	\$ 150,000	☐ Design
387 Water & Sewer CIP Fund		-		100,000	-		-	-	\$ 100,000	☐ Construction
349 Governmental CIP Fund		-	-	100,000	50,000		-	-	\$ 150,000	Funding Status
-		-	-	-	-		-	-	\$ -	☑ Funded
-		_	-	-	-		-	-	\$ -	☐ Unfunded
Total	\$	-	\$ 50,000	\$ 300,000	\$ 50,000	\$	-	\$ -	\$ 400,000	☐ Partially Funded



# PARKS & RECREATION CAPITAL IMPROVEMENT PROGRAM

### PROJECT TYPE: PARKS & RECREATION

				Planned			
Project Project Ranking Code Projects	Project Budget to Date	2024	2025	2026	2027	2028	Total Funded
1 Project Code 240006 Stonetree Golf Course Bunker and Tee Renovation	-	173,340	86,670	-			260,010
Total	\$ -	\$ 173,340 \$	86,670 \$	-	\$ -	\$ -	\$ 260,010

						Pla	anned						
Funding Sources	Project Budget to Date	2	024	:	2025		2026		2027	,	202	8	Total Funded
349 Governmental CIP Fund		-	173,340		86,670			-		-			260,010
Total	\$ -	\$	173,340	\$	86,670	\$		. \$	;	-	\$	-	\$ 260,010

### CIP Projects - Approved FY 2023 Scheduled & Underway

					Planned			
	Project Code Projects	Project Budget to Date	2024	2025	2026	2027	2028	Total
1	210020 Trail Lights	223,688						223,688
2	220015 Westside Regional Park Development	46,000						46,000
3	230018 Aquatic Center Repairs	109,924						109,924
4	230026 Park Development District 4	301,954						301,954
5	ARPA09 Conder Park	1,917,999						1,917,999
6	ARPA10 Long Branch Park	499,999						499,999
7	ARPA11 Phyllis Park Improvements	299,999						299,999
8	ARPA12 Long Branch Pool Improvements	879,702						879,702
9	ARPA13 Stewart Park Improvements	599,999						599,999
10	ARPA14 Gap Sidewalk Improvements	750,000						750,000
11	ARPA40 AK Wells Trail	25,000						25,000
12	ARPA41 Fort Hood Regional Trail	25,000						25,000
13	ARPA42 Heritage Oaks Trail	25,000						25,000

### PROJECT TYPE: PARKS & RECREATION

	CIP Projects -	Approved	FY 2023 Sch	eduled & Ur	ıderway (contii	nued)				
						Planned			7	
	Project Code Projects		Project Budget to Date	2024	2025	2026	2027	2028		Total
14	ARPA43 Lions Club Trail		25,000							25,000
15	PFCNRP NRP Group/Killeen Public Facilty Corp		82,000							82,000
	Total	\$	5,811,264	\$ -	\$	- \$ -	\$ -	\$ -	\$	5,811,264
						Planned			Ī	
	Funding Sources		Project Budget to Date	2024	2025	2026	2027	2028		Total
	349 Governmental CIP Fund		5,811,264							5,811,26
	Total	\$	5,811,264	\$ -	\$	- \$ -	\$ -	\$ -	\$	5,811,264

The Stonetree Golf Course is the only course in Killeen or the surrounding area. It was built in the 1970s and at this time the bunkers and tees are failing.



Impact on Operating Budget		2024	2025	2026		2027		2028
Personnel	\$	-	\$	\$ -	\$	4 -	9	-
Operations/Maintenance		-	1	-				-
Capital		-			1	-		-
Tota	I \$	-	\$ -	\$ -	\$	process.	. \$	-

Project Costs	Budget to	Budget		Future Fisc	al Pla <mark>n</mark> ning	Project	Schedule Duration	
Project Costs	Date	2024	2025	2026	2027 2028	Total	Scriedule Duration	
Design/Engineering	\$ -	\$ -	\$ -	\$ -	\$ - \$ -	\$ -	N/A	
Construction	1	173,340	86,670	- /		\$ 260,010	1 to 2 years	
Land/ROW	1	-	-	-		\$ -	N/A	
Equipment & Machinery	-	-	-	-		\$ -	N/A	
Furniture & Fixtures	-	-		-		\$ -	N/A	
Other/Contingency	-	-	-			\$ -	N/A	
Total	\$ -	\$ 173,340	\$ 86,670	\$ -	\$ - \$ -	\$ 260,010		

Source of Funds	Budget to Budget						Future I	Plai	F	Project	Project Status		
Source of Fullus	Dat	:e		2024	2025		2026		2027	2028		Total	☑ Planning
349 Governmental CIP Fund	\$	-	\$	173,340	\$ 86,670	\$	-	\$		\$ -	\$	260,010	□ Design
		-			\$ -		-			-	\$		☐ Construction
-		-		-	-		-		1	-	\$	1	Funding Status
-		-		-	-	1	-			-	\$	-	
-		-		-	-		-		-	-	\$	-	☐ Unfunded
Total	\$	-	\$	173,340	\$ 86,670	\$	-	\$		\$	\$	260,010	☐ Partially Funded

# TECHNOLOGY CAPITAL IMPROVEMENT PROGRAM

### PROJECT TYPE: TECHNOLOGY

				Planned			
Project Project Ranking Code Projects	Project Budget to Date	2024	2025	2026	2027	2028	Total Funded
1 Project Code Utility Collection Customer Information System	-	1,700,000	-	-	-	-	1,700,000
2 Project Code 1T Data Center Backup Expansion	-	300,000	10,000	10,000	10,000	10,000	340,000
3 Project Code Camera Security Enhancement Project	-	100,000	40,000	40,000	40,000	40,000	260,000
4 Project Code 240013 Network Hardware Replacement	-	106,271	300,000	300,000	300,000	300,000	1,306,271
5 Project Code 240014 Fiber Network Facilities Connectivity	-	149,000	259,600	318,400	-	-	727,000
Total	\$ -	\$ 2,355,271	\$ 609,600	668,400 \$	350,000 \$	350,000	\$ 4,333,271

Funding Sources	Project Budget to Date	2024	2025	2026	2027	2028	Total Funded
349 Governmental CIP Fund	-	-	159,600	50,300	-	-	209,900
375 Drainage CIP Fund	-	130,372	-	-	-	-	130,372
387 Water & Sewer CIP Fund	-	1,175,523	-	-	-	-	1,175,523
388 Solid Waste CIP Fund	-	543,105	-	268,100	-	-	811,205
523 Aviation CIP Fund	-	-	100,000	-	-	-	100,000
627 Info Technology Fund	-	506,271	350,000	350,000	350,000	350,000	1,906,271
Total	\$ -	\$ 2,355,271	609,600 \$	668,400 \$	350,000 \$	350,000	\$ 4,333,271

### PROJECT TYPE: TECHNOLOGY

### CIP Projects - Approved FY 2023 Scheduled & Underway

						P	lanned				
	Project Code	Projects	Project Budget to Date	2024	2025		2026	2027	2028		Total
1	210022	Police Access Control & Camera Replacement	299,999								299,999
2	210023	Police Records Management System	1,400,000								1,400,000
3	230015	ERP Software Upgrade	2,400,000								2,400,000
4	ARPA39	Traffic Center Upgrade	132,287								132,287
		Total	\$ 4,232,286	\$ -	\$ -	\$	-	\$ -	\$ -	\$	4,232,286
						Р	lanned			j	
		Funding Sources	Project Budget to Date	2024	2025		2026	2027	2028		Total
		349 Governmental CIP Fund	4,232,286								4,232,286
		Total	\$ 4,232,286	\$ -	\$ -	\$	-	\$ -	\$ -	\$	4,232,286

This project provides for the procurement and implementation costs for a new Customer Information and Utility Billing System (CIS). The current billing system (Naviline), implemented in 1998 on an IBM AS400 hardware platform, is unable to keep up with the newer software enhancements available to improve meter reading, billing, customer payment, and collection. The CIS utility billing system is vital to the security and timeliness of customer information, meter reads, billing, customer payment, and collection. As the system ages and its capabilities become limited, it no longer delivers the service and information customers expect.

Impact on Operating Budget	2024	2025	2026	2027		2028
Personnel	\$ -	\$ 1	\$ 1	\$	-	\$ -
Operations/Maintenance	-	340,000	340,000		340,000	340,000
Capital	-	-	-		-	-
Total	\$	\$ 340.000	\$ 340.000	\$	340.000	\$ 340.000



Project Costs	Budget to	Budget		Future Fisc	al Planning	Project	Schedule Duration	
Project Costs	Date	2024	2025	2026	2027	2028	Total	Scriedule Duration
Design/Engineering	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	N/A
Construction	-	-	-	-	_	-	\$ -	N/A
Land/ROW	-	-	-	-	-	-	\$ -	N/A
Equipment & Machinery	-	-	-	1	-	-	\$ -	N/A
Furniture & Fixtures	-	-		-	-	-	\$ -	N/A
Other/Contingency	-	1,700,000	-	<u> </u>	-	-	\$ 1,700,000	1 to 2 years
Total	\$ -	\$ 1,700,000	\$ -	\$ -	\$ -	\$ -	\$ 1,700,000	

Source of Funds	Budget to	Budget		Future Planning								
Source of Fullus	Date	2024	2025	2026	2027 2028	Total						
387 Water & Sewer CIP Fund	\$ -	\$ 1,026,523	\$ -	\$ -	\$ - \$ -	\$ 1,026,523						
375 Drainage CIP Fund	-	130,372	-	-		\$ 130,372						
388 Solid Waste CIP Fund	_	543,105	-	-		\$ 543,105						
-	-	-	-	-		\$ -						
-	-	-	-	-		\$ -						
Total	\$ -	\$ 1,700,000	\$ -	\$ -	\$ - \$ -	\$ 1,700,000						

Project Status
✓ Planning ☐ Design ☐ Construction
Funding Status
<ul><li>✓ Funded</li><li>☐ Unfunded</li><li>☐ Partially Funded</li></ul>

This project provides funding for the core computer infrastructure for the City of Killeen. This infrastructure is the backbone of all technology in use. This includes virtualization infrastructure and backup storage. This project maintains equipment/software, which is not normally refreshed yearly but rather when it is out of maintenance or needs more capacity or features.

Impact on Operating Budget	2024	2025	2026		2027	2028
Personnel	\$ 1	\$ -	\$ -	\$	-	\$ -
Operations/Maintenance	-			-	<u> </u>	-
Capital	-				,	-
Total	\$	\$	\$	\$		\$ _



Project Costs	Budget to	Budget		Project	Schedule Duration		
Project Costs	Date	2024	2025	2026	2027 202	28 Total	Schedule Duration
Design/Engineering	\$ -	\$ -	\$ -	\$ -	\$ - \$	- \$	- N/A
Construction	1	-	_		-	- \$	- N/A
Land/ROW	1	-	-	-	-	- \$	- N/A
Equipment & Machinery	1	300,000	10,000	10,000	10,000	0,000 \$ 340,000	6 to 12 months
Furniture & Fixtures	ı	-	-	-	-	- \$	- N/A
Other/Contingency	-	-	-	-	-	- \$	- N/A
Total	\$ -	\$ 300,000	\$ 10,000	\$ 10,000	\$ 10,000 \$ 10	0,000 \$ 340,000	

Source of Funds	Budget	to	В	Budget		Future F	Plar	nning		I	Project	
Source of Fullus	Date			2024	2025	2026		2027	2028		Total	
627 Info Technology Fund	\$	-	\$	300,000	\$ 10,000	\$ 10,000	\$	10,000	\$ 10,000	\$	340,000	
-		-		-		-		-	-	\$	-	
-		-		1	-	-		-	-	\$	-	
-	,			-	-	-		-	-	\$	-	
-		-			-	-		-	-	\$	-	
Total	\$		\$	300,000	\$ 10,000	\$ 10,000	\$	10,000	\$ 10,000	\$	340,000	

□ Partially Funded

The project will include updating all existing cameras at city facilities, adding cameras in selected facilities, and replacement of cameras that have been banned by the federal government. The cameras will enhance the coverage of parking lots, and promote public and employee safety. A lack of security monitoring at several facilities has led to theft and vandalism of public property. Camera monitoring, event notification software, and hardware are required to prevent and record such events in the future.

Impact on Operating Budget	2024	2025	2026	2027	2028
Personnel	\$ -	\$ -	\$ -	\$ -	\$ -
Operations/Maintenance	-	-	-	_	-
Capital	-	-	-	-	-
Total	\$ -	\$ -	\$ -	\$ -	\$ -



Drainet Conta	Budget to	Budget		Future Fisc	al Planning		Project	Schedule Duration
Project Costs	Date	2024	2025	2026	2027	2028	Total	Schedule Duration
Design/Engineering	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	N/A
Construction	1	-	_	-	-	-	\$ -	N/A
Land/ROW	1	-	_	-	-	-	\$ -	N/A
Equipment & Machinery	1	100,000	40,000	40,000	40,000	40,000	\$ 260,000	1 to 2 years
Furniture & Fixtures	ı	-	-	-	-	-	\$ -	N/A
Other/Contingency	-	-	-	-	-	-	\$ -	N/A
Total	\$ -	\$ 100,000	\$ 40,000	\$ 40,000	\$ 40,000	\$ 40,000	\$ 260,000	

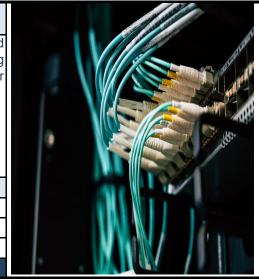
Source of Funds	Budge Date		E	Budget 2024	2025	Future F 2026	Plan	ning 2027	2028	Project Total		
627 Info Technology Fund	\$	-	\$	100,000	\$ 40,000	\$ 40,000	\$	40,000	\$ 40,000	\$	260,000	
-		-			-	-		-	-	\$	-	
-		-		-	-	-		-	-	\$	-	
-		-		-	-	-		-	-	\$	-	
-		-		-	-	-		-	-	\$	-	
Total	\$	•	\$	100,000	\$ 40,000	\$ 40,000	\$	40,000	\$ 40,000	\$	260,000	

Project Status
☑ Planning
□ Design
☐ Construction
Funding Status
☐ Unfunded

☐ Partially Funded

This is an ongoing Capital Maintenance project and includes the hardware and related software used to provide and support a reliable and secure high-speed data and voice communications infrastructure to connect City computing devices to internal data repositories and computing services while supporting connectivity to the Internet and other external data resources and services. The project involves maintenance and end-of-life equipment replacement.

Impact on Operating Budget	2024	2025	2026		2027	2028
Personnel	\$ -	\$ -	\$ -	\$	-	\$ -
Operations/Maintenance	1	-	-		-	-
Capital		-		1	1	-
Total	\$ -	\$ -	\$ •	\$	-	\$ -



Droinet Coate	Budget to	Budget		Future Fisc	al Pla <mark>n</mark> ning	Project	Schedule Duration
Project Costs	Date	2024	2025	2026	2027 2028	Total	Schedule Duration
Design/Engineering	\$ -	\$ -	\$ -	\$ -	\$ - \$	\$ -	N/A
Construction	-	-	_	-		\$ -	N/A
Land/ROW	1	-	-	-		\$ -	N/A
Equipment & Machinery	1	106,271	300,000	300,000	300,000 300,000	\$ 1,306,271	6 to 12 months
Furniture & Fixtures	-	-	-	-		\$ -	N/A
Other/Contingency	-	-	-	-		\$ -	N/A
Total	\$ -	\$ 106,271	\$ 300,000	\$ 300,000	\$ 300,000 \$ 300,000	\$ 1,306,271	

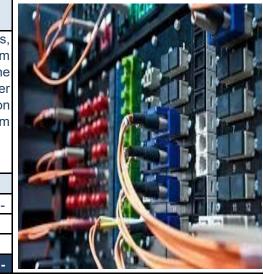
Source of Funds	Budge Date		E	Budget 2024	2025		Future F 2026	Plar	nning 2027	2028	Project Total		
627 Info Technology Fund	\$	-	\$	106,271	\$ 300,000	\$	300,000	\$	300,000	\$ 300,000	\$	1,306,271	
-					-		-		-	-	\$	-	
-		-			-		-		-	-	\$	-	
-				1	-	١	-		-	-	\$	-	
-				-	-		-		-	-	\$	-	
Total	\$		\$	106,271	\$ 300,000	\$	300,000	\$	300,000	\$ 300,000	\$	1,306,271	

### Funding Status Funded

☐ Unfunded☐ Partially Funde

This project supports the construction of a fiber optic network at the Community Center, Water and Sewer campus, transfer station, Fire Station 8, and Copper Mountain Library. The City leases a fiber optic network from CenturyLink that provides an institutional network (I-Net) connection to City facilities not currently connected to the City's fiber. Constructing the fiber optic network at the Community Center, Water and Sewer campus, and Copper Mountain Library will close the fiber loop and provide some redundant service. Extensive research and evaluation of technological and market conditions show that the construction of its own fiber optic network will lead to long-term savings and increased service capabilities.  $\Box$ 

Impact on Operating Budget	2024	2025	2026	2027	2028	
Personnel	\$ -	\$ -	\$ -	\$ -	\$ -	
Operations/Maintenance	-	_	-	7	-	
Capital	-	-	-	-	-	
Total	\$ -	\$ -	\$ -	\$ -	\$ -	



Project Costs	Budget to	Budget		Future Fisc	al Pla <mark>n</mark> ning	Project	Schedule Duration		
Project Costs	Date	2024	2025	2026	2027 2028	Total	Scriedule Duration		
Design/Engineering	\$ -	\$ -	\$ -	\$ -	\$ - \$ -	\$ -	N/A		
Construction	-	-	_			\$ -	N/A		
Land/ROW	1	-	-	-	-	\$ -	N/A		
Equipment & Machinery	-	-	-	-		\$ -	N/A		
Furniture & Fixtures	-	-	-	-	-	\$ -	N/A		
Other/Contingency	-	149,000	259,600	318,400		\$ 727,000	1 to 2 years		
Total	\$ -	\$ 149,000	\$ 259,600	\$ 318,400	\$ - \$ -	\$ 727,000			

Source of Funds	Budge Dat		Budget 2024	2025		Future F 2026	Plar	nning 2027	2028	F	Project Total
387 Water & Sewer CIP Fund	\$	-	\$ 149,000	\$ -	\$	-	\$	-	\$ -	\$	149,000
349 Governmental CIP Fund		-		159,600		50,300		-	-	\$	209,900
523 Aviation CIP Fund		-	 -	100,000		-		-	-	\$	100,000
388 Solid Waste CIP Fund		-	-	-	\	268,100		-	-	\$	268,100
-		-	-	-				-	-	\$	-
Total	\$	-	\$ 149,000	\$ 259,600	\$	318,400	\$	-	\$ -	\$	727,000

Project Status

✓ Planning

□ Design

□ Construction

Funding Status

✓ Funded

□ Unfunded

Partially Funded

## TRANSPORTATION CAPITAL IMPROVEMENT PROGRAM



### PROJECT TYPE: TRANSPORTATION

				Planned			
Project Project Ranking Code Projects	Project Budget to Date	2024	2025	2026	2027	2028	Total Funded
1 Project Code Downtown Streetscape Program	-	300,000	2,128,000	300,000	2,150,000	312,000	5,190,000
2 Project Code 230009 Rancier Drive Reconstruction	1,000,000	2,000,000	8,992,000	11,000,000	-	-	22,992,000
Total	\$ 1,000,000	\$ 2,300,000	\$ 11,120,000	\$ 11,300,000	\$ 2,150,000 \$	312,000	\$ 28,182,000

				Planned			
Funding Sources	Project Budget to Date	2024	2025	2026	2027	2028	Total Funded
235 TIRZ Fund	1,000,000	2,300,000	2,128,000	300,000	2,150,000	312,000	8,190,000
Unfunded	-	-	8,992,000	11,000,000	-	-	19,992,000
Total	\$ 1,000,000	\$ 2,300,000	\$ 11,120,000	\$ 11,300,000	\$ 2,150,000	312,000	\$ 28,182,000

### PROJECT TYPE: TRANSPORTATION

### CIP Projects - Approved FY 2023 Scheduled & Underway

					Planned			]
	Project Code Projects	Project Budget to Date	2024	2025	2026	2027	2028	Total
1	180009 Rosewood	1,070,049						1,070,049
2	200011 Bunny Trail & Clear Creek Signal	327,856						327,856
3	200012 Elms & Tallwood Signal	22,142						22,142
4	210026 Little Nolan-W.S. Young Signal	400,000						400,000
5	210036 Street Lighting Project	1,431,000						1,431,000
6	210046 SH 9 Access Ramp DEAAG	45,424						45,424
7	220026 Gilmer Street Reconstruction	4,295,350						4,295,350
8	220027 Willow Springs Street Reconstruction	4,927,482						4,927,482
9	220028 Bunny Trail Street Reconstruction	9,433,939						9,433,939
10	220031 Watercrest Road Street Reconstruction	5,271,141						5,271,141
11	230003 Chaparral Road Widening	3,000,000						3,000,000
12	230012 Stagecoach Road	500,000						500,000
13	ARPA37 Speed Mitigation	250,000						250,000
	Total	\$ 30,974,383	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 30,974,383
		Burland			Planned			
	Funding Sources	Project Budget to Date	2024	2025	2026	2027	2028	Total
	349 Governmental CIP Fund	6,623,745						6,623,745
	328 2022 C/O Bond	23,850,638						23,850,638
	343 2011 C/O Bond	500,000						500,000
	Total	\$ 30,974,383	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 30,974,383

This project will replace the sidewalks in the downtown Historic Overlay District (HOD) with an improved streetscape that includes decorative sidewalks with pavers and concrete and decorative street lighting to accommodate banners, landscaping, street trees, and locations for artwork. The improvements will address all ADA noncompliance within the district. This project will improve the characteristic of the HOD and standardize the look and characteristics that will help promote redevelopment. This annual program promotes the design and replacement of sidewalks throughout the entire HOD and is funded through TIRZ. The program costs are based on the design and construction of 4 blocks on both sides per project.

Impact on Operating Budget	2	2024	2025	2026	2027	2028
Personnel	\$	1	\$ 1	\$ 1	\$ -	\$ 1
Operations/Maintenance		-	-	-	<u> </u>	-
Capital		-	-	-	1	-
Total	\$		\$	\$	\$ -	\$



Project Costs	Budget to	Budget		Future Fisc	al Planning	Project	Schedule Duration
Project Costs	Date	2024	2025	2026	2027 2028	Total	Schedule Duration
Design/Engineering	\$ -	\$ 300,000	\$ 278,000	\$ 300,000	\$ 300,000 \$ 312,000	\$ 1,490,000	4 to 5 years
Construction	-	-	1,850,000	-	1,850,000 -	\$ 3,700,000	4 to 5 years
Land/ROW	1	-	_	-		\$ -	N/A
Equipment & Machinery	1	-	-	-		\$ -	N/A
Furniture & Fixtures	-	-	-	-		\$ -	N/A
Other/Contingency	-	-		-		\$ -	N/A
Total	\$ -	\$ 300,000	\$ 2,128,000	\$ 300,000	\$ 2,150,000 \$ 312,000	\$ 5,190,000	

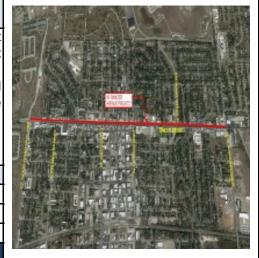
Source of Funds	Budget to	Budget		Future	Planning		Project	
Source of Fullus	Date	2024	2025	2026	2027	2028	Total	
235 TIRZ Fund	\$ -	\$ 300,000	\$ 2,128,000	\$ 300,000	\$ 2,150,000	\$ 312,000	\$ 5,190,000	
-	-	-	- \	-	-	1	\$ -	
ı	-	-	-	-	-	•	\$ -	
-	-	-	-	-	-	-	\$ -	
-	-	-	-	-	-	-	\$ -	
Total	\$ -	\$ 300,000	\$ 2,128,000	\$ 300,000	\$ 2,150,000	\$ 312,000	\$ 5,190,000	

Project Status	
☑ Planning	
✓ Design	
Construction	
Funding Status	
✓ Funded ☐ Unfunded	

<sup>\*</sup>Pending TIRZ Board approval

The project involves reconstructing about 1.9 miles of the existing 4-lane roadway, including full-depth pavement, 6-ft sidewalks, storm drain, upgraded traffic and pedestrian signals, utility relocation, lighting, and landscaping. It encompasses surveying, utility coordination, environmental considerations, public involvement, engineering analysis, and design schematic creation. This initiative is part of downtown revitalization, aiming to replace main arterial roadways to support all transportation modes and promote growth with safe access. The project also includes the replacement of aging water infrastructure and deteriorated road surfaces.

Impact on Operating Budget	2024	2025	2026	2027	2028
Personnel	\$ -	\$ -	\$ -	\$ -	\$ -
Operations/Maintenance	-	-	-	5,000	5,000
Capital	-			1	-
Total	\$	\$ -	\$ -	\$ 5,000	\$ 5,000



Project Costs	Budget to	Budget		Future Fisc	al Planning		Project	Schedule Duration
Project Costs	Date	2024	2025	2026	2027	2028	Total	Scriedule Duration
Design/Engineering	\$ 1,000,000	\$ 2,000,000	\$ -	\$ -	\$ -	\$ -	\$ 3,000,000	1 to 2 years
Construction	1	-	7,592,000	11,000,000	1	-	\$18,592,000	2 to 3 years
Land/ROW	-	-	1,400,000	-	-	-	\$ 1,400,000	1 to 2 years
Equipment & Machinery	1	-	-	-	1	-	\$ -	N/A
Furniture & Fixtures	1	-	-	-	1	-	\$ -	N/A
Other/Contingency	-	-	-	-	-	-	\$ -	N/A
Total	\$ 1,000,000	\$ 2,000,000	\$ 8,992,000	\$11,000,000	\$ -	\$ -	\$22,992,000	

Source of Funds	Budget to	Budget		Future F	Planning		Project	Project Status
Source of Fullus	Date	2024	2025	2026	2027	2028	Total	✓ Planning
235 TIRZ Fund	\$ 1,000,000	\$ 2,000,000	\$	\$ -	\$ -	\$ -	\$ 3,000,000	Design
Unfunded	-	-	8,992,000	11,000,000	-	-	\$ 19,992,000	☐ Construction
-	-	-	-	-	-	-	\$ -	Funding Status
-	-	-	-	-	-	-	\$ -	Funded
-	-	-	-	-	-	-	\$ -	Unfunded
Total	\$ 1,000,000	\$ 2,000,000	\$ 8,992,000	\$11,000,000	\$ -	\$ -	\$22,992,000	✓ Partially Funded



### VEHICLES & EQUIPMENT CAPITAL IMPROVEMENT PROGRAM



### PROJECT TYPE: VEHICLES & EQUIPMENT

					Planned		
Project Ranking	•	Project Budget to Date	2024	2025	2026	2027 2028	Total Funded
1	Project Code 240008 Transfer Station Grapple Crane Replacement	-	446,135	-	-	-	- 446,135
3	Project Code GFS24 Fleet Replacement Gov't CIP - FY 2024	-	3,213,850	-	-	-	- 3,213,850
4	Project Code SFS24 Fleet Replacement Solid Waste CIP - FY 2024	-	2,064,800	-	-	-	- 2,064,800
5	Project Code WFS24 Fleet Replacement Water & Sewer CIP - FY 2024	-	393,900	-	-	-	- 393,900
6	Project Code AFS24 Fleet Replacement Aviation - FY 2024	-	171,500	-	-	-	- 171,500
7	Project Code DFS24 Fleet Replacement Drainage CIP - FY 2024	-	167,750	-	-	-	- 167,750
	Total	\$ -	\$ 6,457,935	5 - \$	- \$	- \$ -	\$ 6,457,935

				Planned			
Funding Sources	Project Budget to Date	2024	2025	2026	2027	2028	Total Funded
349 Governmental CIP Fund	-	3,180,850	-	-	-	-	3,180,850
388 Solid Waste CIP Fund	-	2,510,935	-	-	-	-	2,510,935
387 Water & Sewer CIP Fund		393,900	-	-	-	-	393,900
523 Aviation CIP Fund		171,500	-	-	-	-	171,500
375 Drainage CIP Fund		167,750	-	-	-	-	167,750
220 PEG Fund		33,000	-	-	-	-	33,000
Total	\$ -	\$ 6,457,935 \$	- ;	\$ -	\$ - 9	-	\$ 6,457,935

### PROJECT TYPE: VEHICLES & EQUIPMENT

### CIP Projects - Approved FY 2023 Scheduled & Underway

					Planned			
	Project	Project Budget						
4	Code Projects	to Date	2024	2025	2026	2027	2028	Total
1	AFS23 Fleet Replacement Aviation - FY 2023	231,700						231,700
2	DFS21 Fleet Replacement Drainage CIP - FY 2021	43,275						43,275
3	DFS22 Fleet Replacement Drainage CIP - FY 2022	82,965						82,965
4	DFS23 Fleet Replacement Drainage CIP - FY 2023	164,326						164,326
5	GFS22 Fleet Replacement Gov't CIP - FY 2022	4,195,123						4,195,123
6	GFS23 Fleet Replacement Gov't CIP - FY 2023	4,281,205						4,281,205
7	LTNS23 Limited Tax Note Series 2023	5,000,000						5,000,000
8	SFS22 Fleet Replacement Solid Waste CIP - FY 2022	1,865,563						1,865,563
9	SFS23 Fleet Replacement Solid Waste CIP - FY 2023	3,112,107						3,112,107
10	WFS22 Fleet Replacement Water & Sewer CIP - FY 2022	602,390						602,390
11	WFS23 Fleet Replacement Water & Sewer CIP - FY 2023	356,166						356,166
12	230017 New Pumper Station 4	971,508						971,508
	Total	\$ 20,906,328	\$	- \$	- \$ -	\$ -	\$ -	\$ 20,906,328
					Planned			
	Funding Sources	Project Budget to Date	2024	2025	2026	2027	2028	Total
	349 Governmental CIP Fund	14,447,836						14,447,836
	375 Drainage CIP Fund	290,566						290,566
	387 Water & Sewer CIP Fund	958,556						958,556
	388 Solid Waste CIP Fund	4,977,670						4,977,670
	523 Aviation CIP Fund	231,700						231,700
	Total	\$ 20,906,328	\$	- \$	- \$ -	\$ -	\$ -	\$ 20,906,328

FY 2024 Fleet Replacement & Additions Detail											
Governmental Fund											
	Unit#	Description of Existing Unit	Division	Department	Project Code	Replacement Cost	Replacement Unit Description				
1	00782	2010 Ford F250 w/ 8' Jones Box	Animal Services	Animal Services	GFS24	55,500	ReChassis only - reuse existing Jones Box from #782				
2	01050	2012 Ford Fusion	Communications	Communications	GFS24	33,000	Ford Escape Type (PEG Funds)				
3	00282	2006 Chevrolet Suburban	Fire Department	Fire Department	GFS24	77,000	1/2T, CC, LB, 4X4, V6 w/Bed Cover & Upfit				
4	02283	2016 Dodge 4500 Ambulance	Fire Department	Fire Department	GFS24	310,200	Chassis replacement, w/Stretcher & PowerLoad, reusing modu				
5	02287	2015 Ford F450 Ambulance	Fire Department	Fire Department	GFS24	304,150	Chassis replacement, w/Stretcher & PowerLoad, reusing modu				
3	00082	2005 Ford Ranger	Information Technology	Information Technology	GFS24	33,000	Ford Escape Type (IT Fund)				
7	00048	2007 Ford F250 Crew Cab	Mowing	Public Works	GFS24	56,100	3/4T, CC, SB, Gas, 4x4				
В	00049	2007 Ford F250 Crew Cab	Mowing	Public Works	GFS24	56,100	Ford 3/4T, CC, SB, Gas, 4x4				
9	00302	2002 John Deere 5320	Mowing	Public Works	GFS24	57,200	John Deere 4066M, Comp, 4X4, w/10' RC				
0	04011	2008 Ford F250 Crew Cab	Mowing	Public Works	GFS24	56,100	Ford 3/4T, CC, SB, Gas, 4x4				
1	00681	2007 Ford F250 Crew Cab	Parks	Parks & Recreation	GFS24	59,300	1T, CC, DRW, Gas, w/GN				
2	00132	2004 Dodge 2500 Crew Cab	Police Department	Police Department	GFS24	58,300	3/4T, CC, LB, Gas, 4x4				
3	00188	2010 Chevrolet Express - Prisoner Trans Van	Police Department	Police Department	GFS24	101,000	Ford Transit T350 Cargo Van, Med Roof, Upfitted				
4	03102	2012 Chevrolet Tahoe	Police Department	Police Department	GFS24	96,500	Patrol Equipped Explorer - Hybrid				
5	03135	2013 Chevrolet Tahoe	Police Department	Police Department	GFS24	96,500	Patrol Equipped Explorer - Hybrid				
6	03136	2013 Chevrolet Tahoe	Police Department	Police Department	GFS24	96,500	Patrol Equipped Explorer - Hybrid				
7	03148	2013 Chevrolet Tahoe	Police Department	Police Department	GFS24	96,500	Patrol Equipped Explorer - Hybrid				
8	03151	2013 Chevrolet Tahoe	Police Department	Police Department	GFS24	96,500	Patrol Equipped Explorer - Hybrid				
9	03153	2013 Chevrolet Tahoe	Police Department	Police Department	GFS24	96,900	Patrol Equipped Explorer				
0	03154	2013 Chevrolet Tahoe	Police Department	Police Department	GFS24	96,900	Patrol Equipped Explorer				
1	03157	2014 Chevrolet Tahoe	Police Department	Police Department	GFS24	96,900	Patrol Equipped Explorer				
2	03162	2014 Chevrolet Tahoe	Police Department	Police Department	GFS24	96,900	Patrol Equipped Explorer				
3	03163	2014 Chevrolet Tahoe	Police Department	Police Department	GFS24	96,900	Patrol Equipped Explorer				
4	03165	2014 Chevrolet Tahoe	Police Department	Police Department	GFS24	96,900	Patrol Equipped Explorer				
5	03167	2014 Chevrolet Tahoe	Police Department	Police Department	GFS24	96,900	Patrol Equipped Explorer				
6	03170	2014 Chevrolet Tahoe	Police Department	Police Department	GFS24	96,900	Patrol Equipped Explorer				
7	03173	2014 Chevrolet Tahoe	Police Department	Police Department	GFS24	96,900	Patrol Equipped Explorer				
8	03174	2014 Chevrolet Tahoe	Police Department	Police Department	GFS24	96,900	Patrol Equipped Explorer				
9	03175	2014 Chevrolet Tahoe	Police Department	Police Department	GFS24	96,900	Patrol Equipped Explorer				
0	03176	2014 Chevrolet Tahoe	Police Department	Police Department	GFS24	96,900	Patrol Equipped Explorer				
1	00091	2012 Ford F550 Aerial Bucket Truck	Transportation	Public Works	GFS24	217,000	Ram/Versalift 55' Wkg. Ht. Bucket Truck				
12	00314	2003 International 4200, CC, Flatbed	Transportation	Public Works	GFS24	94,600	Chevrolet C6500, CC, Flatbed				
Govern	nmental Fund Total				_	\$3,213,850					

			FY 2024 Fleet	Replacement & Additions Deta	ail					
Solid Waste Fund										
	Unit #	Description of Existing Unit	Division	Department		Replacement Cost	Replacement Unit Description			
	04038	2017 Autocar ACX64 Front Loader	Commercial	Public Works - Solid Waste	SFS24	429,300	Autocar/Heil			
	00456	1996 New Holland LX565 Skid Steer	Recycling	Public Works - Solid Waste	SFS24	70,000	Cat 246D3-CL Skid Steer			
	04047	2020 Autocar ACX64 Bridgeport ASL	Residential	Public Works - Solid Waste	SFS24	428,500	Autocar/BTE Scorpion			
	04072	2017 Autocar ACX64 - ASL	Residential	Public Works - Solid Waste	SFS24	428,500	Autocar/BTE Scorpion			
	04073	2017 Autocar ACX64 - ASL	Residential	Public Works - Solid Waste	SFS24	428,500	Autocar/BTE Scorpion			
	04074	2017 Freightliner M2106/Heil - Rear Loader	Residential	Public Works - Solid Waste	SFS24	280,000	Freightliner M2106/McNeilus			
Solid V	Vaste Fund Total					\$2,064,800				
			V	/ater & Sewer Fund						
	Unit #	Description of Existing Unit	Division	Department		Replacement Cost	Replacement Unit Description			
	05100	2013 Chevrolet 1500	Utility Collections	Finance	WFS24	46,200	Ford 1/2T, RC, SB, V6, Radio, Side Steps			
	00590	2006 Cat 301.8 Mini-Excavator	Water Distribution	Public Works - W & S	WFS24	47,300	Case CX37C Mini-Excavator			
	05017	2011 Ford F250, Reg Cab, Dsl, Utility Body	Water Distribution	Public Works - W & S	WFS24	70,400	1T, CC, Gas, SRW, 4x4, w/UB			
	05018	2012 Ford F250, Reg Cab, Dsl, Utility Body	Water Distribution	Public Works - W & S	WFS24	70,400	1T, CC, Gas, SRW, 4x4, w/UB			
	00562	2014 Jeep Compass	Water Distribution	Public Works - W & S	WFS24	34,200	Toyota Rav4 Hybrid w/Strobes			
	Add	N/A - FY24 Decision Package	Water Distribution	Public Works - W & S	WFS24	70,400	1T, CC, Gas, DRW, 4x4, w/UB & Tools			
	Add	N/A - FY24 Decision Package	Water Distribution	Public Works - W & S	WFS24	55,000	Mini-Excavator & Trailer			
Water	and Sewer Fund Total					\$393,900				
			D	rainage Utility Fund						
	Unit#	Description of Existing Unit	Division	Department		Replacement Cost	Replacement Unit Description			
	01063	2007 Cat 297C Track Skid Steer	Drainage	Public Works - Drainage	DFS24	115,500	Skid Steer Case TV450B Track Skid Steer			
	01084	2010 Ford F150	Drainage	Public Works - Drainage	DFS24	52,250	1/2T, CC, V8, MB, 4x4, w/ Strobes			
Draina	ge Utility Fund Total					\$167,750				
				Aviation Fund						
	Unit #	Description of Existing Unit	Division	Department		Replacement Cost	Replacement Unit Description			
	00019	2004 Dodge 1500	KFHRA (GRK)	Aviation	AFS24	49,500	1/2T, CC, SB, V6			
	00031	2004 Chevrolet C1500	KFHRA (GRK)	Aviation	AFS24	49,500	1/2T, CC, SB, V6			
	00039	2006 Chevrolet Colorado CC	KFHRA (GRK)	Aviation	AFS24	49,500	1/2T, CC, SB, V6			
	00665	1989 John Deere 950	Skylark (ILE)	Aviation	AFS24	23,000	725DT6 or 900D Grasshopper			
Aviatio	on Fund Total					\$171,500				
	Total Funded - 55					\$6,011,800				

The Transfer Station uses two stationary grapple cranes. We are seeking a replacement for Crane 2. This equipment is used to ensure maximum weight is loaded into the open-top trailers. The logging cranes that are used to compact the trash into the open-top trailers have an estimated life cycle in our industry of eight to ten years. Our current Transfer Station was built in 2006, and cranes 2 and 1 were replaced in 2015 and 2019. Crane 2 is now eight years old and nearing the end of its life cycle. In 2021, crane 2 had significant repairs made in the amount of \$32,500. A non-operational crane would result in delays, backups, and transportation costs for the city. Potentially crippling our operation. There currently is a one-year backlog from the date of order to the time of delivery.

Impact on Operating Budget	2024	2025	2026	2027	2028
Personnel	\$ -	\$ -	\$ -	\$ -	\$ -
Operations/Maintenance	-	-	-	7	-
Capital	-	-	-	-	-
Total	\$ -	\$ -	\$ -	\$ -	\$ -



Project Costs	Budget to	Budget		Future Fisc	al Pla <mark>n</mark> ning	Project	Schedule Duration
Project Costs	Date	2024	2025	2026	2027 2028	Total	Scriedule Duration
Design/Engineering	\$ -	\$ -	\$ -	\$ -	\$ - \$ -	\$ -	N/A
Construction	-	10,000	_	- /		\$ 10,000	1 to 2 years
Land/ROW	1	1	-	-		\$ -	N/A
Equipment & Machinery	-	436,135	-	-		\$ 436,135	1 to 2 years
Furniture & Fixtures	-	-	-	-		\$ -	N/A
Other/Contingency	-	-	- /	-		\$ -	N/A
Total	\$ -	\$ 446,135	\$ -	\$ -	\$ - \$ -	\$ 446,135	

Source of Funds	Source of Funds Budget 1						Budget Future Planning						Project		P	
Source of Fullus	Dat	e		2024		2025			2026		2027		2028		Total	<b>✓</b>
388 Solid Waste CIP Fund	\$	-	\$	446,135	\$		-	\$	- \ -	\$	-	\$	-	\$	446,135	
-		-				-	١		-		-		-	\$	-	
-		-		-		-			-		-		-	\$	-	F
-				-		-			-		-		-	\$	-	<b>✓</b>
-		-		-		-			-		-		-	\$	-	
Total	\$	-	\$	446,135	\$		-	\$		\$	-	\$		\$	446,135	

Project Status								
Planning								
☐ Design								
☐ Construction								
Funding Status								
✓ Funded								
☐ Unfunded								

Partially Funded

# WATER & SEWER CAPITAL IMPROVEMENT PROGRAM

#### PROJECT TYPE: WATER & SEWER

		Planned						
Project Ranking	Project Code Projects	Project Budget to Date	2024	2025	2026	2027	2028	Total Funded
1	Project Code 210011 Water Meter Replacement	1,530,000	1,850,000	-	-	-	-	3,380,000
2	Project Code 230025 Sewer Line Rehabilitation - Phase 1-5	1,653,875	1,653,875	1,653,875	1,653,875	1,653,875	-	8,269,375
3	Project Code 240007 Redevelopment Utility Extensions	-	200,000	200,000	200,000	200,000	200,000	1,000,000
4	Project Code 220021 Water Line Rehabilitation - Phase 1-5	2,033,200	1,016,600	1,016,600	1,016,600	-	-	5,083,000
5	Project Code 220020 Lift Station No. 6 Rehabilitation and Expansion	1,802,590	-	4,209,000	-	-	-	6,011,590
6	Project Code 210015 SWS-Chaparral Pump Station	4,245,980	1,000,000	-	-	-	-	5,245,980
								-
								-
	Total	\$ 11,265,645	\$ 5,720,475	\$ 7,079,475	\$ 2,870,475	1,853,875	200,000	\$ 28,989,945

			Planned								
Funding Sources	Project Budget to Date	2024	2025	2026	2027	2028	Total Funded				
387 Water & Sewer CIP Fund	7,019,665	4,720,475	7,079,475	2,870,475	1,853,875	200,000	23,743,965				
363 2020 W&S Bond	4,245,980	1,000,000	-	-	-	-	5,245,980				
Total	\$ 11,265,645	\$ 5,720,475	\$ 7,079,475 \$	2,870,475 \$	1,853,875 \$	200,000	\$ 28,989,945				

#### PROJECT TYPE: WATER & SEWER

	CIP Pro	ojects - Approved FY 20	23 Schedule	ed & Underv	vay				
						Planned			
	Project Code Projects	Project Budget to Date	2024	202	5	2026	2027	2028	Total
1	180014 Chaparral Rd Wastewater Imprv	2,056,519							2,056,51
2	200016 Move Irrigation Pumps	198,994							198,99
3	200024 Chaparral Elevated Storage Tank	5,118,534							5,118,53
4	210035 Airport Pump Station	1,018,160							1,018,16
5	220000 24-Inch Hwy 195 Waterline	6,154,854							6,154,85
6	220001 Hwy 195 Ground Storage Tank	2,044,161							2,044,16
7	220018 SCADA Upgrade	360,000							360,00
8	220019 Park St - Est Decommission	100,000							100,00
9	220035 Trimmier Basin 12" Sewer	1,620,700							1,620,70
10	230020 WCID Generator-DEAAG	5,000,000							5,000,00
11	230023 Pump Station #2 Rehab	1,695,400							1,695,40
12	230024 Lift Station #1 Rehab	690,000							690,00
13	ARPA15 Water & Sewer Backup Generators	500,000							500,00
	Total	\$ 26,557,322	\$ -	\$	- \$	-	\$ -	\$ -	\$ 26,557,322
						Planned			
	Funding Sources	Project Budget to Date	2024	202	5	2026	2027	2028	Total
	387 Water & Sewer CIP Fund	9,364,554							9,364,55
	363 2020 W&S Revenue Bond	16,105,549							16,105,54
	390 Wastewater Impact Fee	870,700							870,70
	386 2013 W&S Revenue Bond	216,519							216,51
	Total	\$26,557,322	\$ -	\$	- \$	-	\$ -	\$ -	\$ 26,557,322

The installation of 5,000 "smart" water meters is complete. The installation and startup of the advanced metering infrastructure (AMI) pilot is underway. With the continued testing of replaced meters showing 93% efficiency and the Council's support of the AMI pilot, staff recommends the next phase of the water meter replacement program to include 5,000 meters and AMI components. If a 93% meter efficiency is applied to the entire City, the water and sewer estimated annual revenue lost is \$2M. By including the AMI components, Utility Collections will not need to increase their staff by one meter reader. The added AMI benefits are numerous for both customers and the City.

Impact on Operating Budget	2024	2025	2026		2027		2028
Personnel	\$ -	\$ -	\$	\$			\$ -
Operations/Maintenance	-	-	-	N			-
Capital	-	-	-		-		-
Tota	\$ -	\$	\$	\$		•	\$ -



Project Costs	Budget to	Budget		Future Fisc	al Planning	Project	Schedule Duration
Project Costs	Date	2024	2025	2026	2027 2028	Total	Schedule Duration
Design/Engineering	\$ -	\$ -	\$ -	\$ -	\$ - \$ -	\$ -	N/A
Construction	1,530,000	1,850,000	-	_		\$ 3,380,000	1 to 2 years
Land/ROW	-	-	_	-		\$ -	N/A
Equipment & Machinery	1	-	-	-		\$ -	N/A
Furniture & Fixtures	1	-	-	-		\$ -	N/A
Other/Contingency	-	-	-	A -		\$ -	N/A
Total	\$ 1,530,000	\$ 1,850,000	\$ -	\$ -	\$ - \$ -	\$ 3,380,000	

Source of Funds	Budget to	Budget		Fut	ure Plannin	Project	Projec		
Source of Fullus	Date	2024	2025	2026	3 20	27	2028	Total	Plann
387 Water & Sewer CIP Fund	\$ 1,530,000	1,850,000	\$	- \$	- \$	- \$	1	\$ 3,380,000	Design
-	-	-	-		-	-	-	\$ -	Cons <sup>a</sup>
-	_	-	-		-	-		\$ -	Fundir
-	-	-	_		-	-	1	\$ -	✓ Funder
-	-	-	-		-	-		\$ -	Unfur
Total	\$ 1,530,000	\$ 1,850,000	\$	- \$	- \$	- \$	-	\$ 3,380,000	☐ Partia

This is the second year of funding for five phases of rehabilitation to sewer lines identified as critical in the risk-based assessment section of the 2019 Water and Wastewater Master Plan and through a more in-depth evaluation of the City's sewer assets. As sewer lines and facilities age, they need to be replaced or rehabilitated to maintain functionality.

I and the Original Project		0004		0005		0000		0007			0000	
Impact on Operating Budget		2024		2025		2026		2027			2028	
Personnel	\$	-	\$	-	\$	-	\$	1	-	\$	-	
Operations/Maintenance		-		-			-		-		-	
Capital		-		-							-	
Tota	<b>S</b>	_	\$		\$		\$	-	1	\$	_	



Droinet Coata	Budget to		Project	Schedule Duration				
Project Costs	Date	2024	2025	2026	2027	2028	Total	Schedule Duration
Design/Engineering	\$ 160,000	\$ 300,000	\$ 300,000	\$ 300,000	\$ 300,000	\$ -	\$ 1,360,000	6 to 12 months
Construction	1,493,875	1,353,875	1,353,875	1,353,875	1,353,875	-	\$ 6,909,375	1 to 2 years
Land/ROW	-	-	-	-	-	-	\$ -	N/A
Equipment & Machinery	-	-	-	-	-	-	\$ -	N/A
Furniture & Fixtures	-	-	-	-	-	-	\$ -	N/A
Other/Contingency	-	-	-	-	-	-	\$ -	N/A
Total	\$ 1,653,875	\$ 1,653,875	\$ 1,653,875	\$ 1,653,875	\$ 1,653,875	\$ -	\$ 8,269,375	

Source of Funds	Budget to	Budget		Future F	Project	Project Status		
Source of Fullus	Date	2024	2025	2026	2027	2028	Total	✓ Planning
387 Water & Sewer CIP Fund	\$ 1,653, <mark>875</mark>	1,653,875	1,653,875	1,653,875	1,653,875	\$ -	\$ 8,269,375	✓ Design
-	-	-	-	-	-	-	\$ -	☐ Construction
-	-	-	-	-	1	-	\$ -	Funding Status
-	-	1	-	1	1	-	\$ -	
-	-	-	-	-	-	-	\$ -	Unfunded
Total	\$ 1,653,875	\$ 1,653,875	\$ 1,653,875	\$ 1,653,875	\$ 1,653,875	\$ -	\$ 8,269,375	☐ Partially Funded

This project is a yearly budgeted project that is intended for small water and sanitary sewer projects to construct extensions for redevelopment projects within the revitalization areas of the City. There are several properties where there is no adequate water and sewerage available. Both utilities are needed for the redevelopment of the properties. This program at relatively low costs allows for the City to be able to construct small extensions as needed to promote enhanced and infill redevelopment in key revitalization areas across the City.

Impact on Operating Budget	2024	2025	2026		2027	2028
Personnel	\$ 1	\$ -	\$ 1	\$	4 -	\$ -
Operations/Maintenance		-		1		-
Capital	-	-			-	-
Total	\$ -	\$ -	\$ -	\$	The second	\$ -



Drainet Conta	Budget to	Budget		Future Fisc	al Planning		Project	Cabadula Duration
Project Costs	Date	2024	2025	2026	2027	2028	Total	Schedule Duration
Design/Engineering	\$ -	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 150,000	3 to 6 months
Construction	-	170,000	170,000	170,000	170,000	170,000	\$ 850,000	3 to 6 months
Land/ROW	-	-	-		-	-	\$ -	N/A
Equipment & Machinery	1	-	-	-	-	-	\$ -	N/A
Furniture & Fixtures	1	-	_	-	-	-	\$ -	N/A
Other/Contingency	-	-	J-	-	-	-	\$ -	N/A
Total	\$ -	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 1,000,000	

Source of Funds	Budget to	Budget		Future	Planning		Project	Project Status
Source of Fullus	Date	2024	2025	2026	2027	2028	Total	✓ Planning
387 Water & Sewer CIP Fund	\$ -	\$ 200,000	\$ 200,0	000 \$ 200,000	\$ 200,000	\$ 200,000	\$ 1,000,000	
-	-	-		-	-	-	\$ -	☐ Construction
-	_	-		-	-	-	\$ -	Funding Status
-	-	-			-	-	\$ -	
-	-	-		-	-	-	\$ -	Unfunded
Total	\$ -	\$ 200,000	\$ 200,0	000 \$ 200,000	200,000	\$ 200,000	\$ 1,000,000	☐ Partially Funded

This is the third year of funding for five phases of rehabilitation to water lines identified as critical in the risk-based assessment section of the 2019 Water and Wastewater Master Plan and through a more in-depth artificial intelligence evaluation of the City's waterlines. As water lines and facilities age, they need to be replaced or rehabilitated to maintain functionality.

Impact on Operating Budget	2024	2025	2026	202	27	2028
Personnel	\$ -	\$ -	\$	\$		\$ -
Operations/Maintenance	-	-	-			-
Capital	-	-			-	-
Total	\$ -	\$	\$	\$ _	-	\$ -



Project Costs	Budget to	Budget		Future Fisc	al Planning	Project	Schedule Duration
Project Costs	Date	2024	2025	2026	2027 2028	Total	Scriedule Duration
Design/Engineering	\$ 200,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ - \$ -	\$ 500,000	6 to 12 months
Construction	1,833,200	916,600	916,600	916,600	-	\$ 4,583,000	1 to 2 years
Land/ROW	-	_	-	-		\$ -	N/A
Equipment & Machinery	1	-	-	-	-	\$ -	N/A
Furniture & Fixtures	1	-	-	-		\$ -	N/A
Other/Contingency	-	-				\$ -	N/A
Total	\$ 2,033,200	\$ 1,016,600	\$ 1,016,600	\$ 1,016,600	\$ - \$ -	\$ 5,083,000	

Source of Funds	Budget to	Budget		Future F	Planning	Project	Project Status	
Source of Fullus	Date	2024	2025	2026	2027	2028	Total	✓ Planning
387 Water & Sewer CIP Fund	\$ 2,033,200	1,016,600	1,016,600	1,016,600	\$ -	\$ -	\$ 5,083,000	✓ Design
-	-	-	- \	-	1	-	\$ -	☐ Construction
-	_	-	-	-	ı	-	\$ -	Funding Status
-	-	-	-	-	-	-	\$ -	
-	-	-	-	-	-	-	\$ -	☐ Unfunded
Total	\$ 2,033,200	\$ 1,016,600	\$ 1,016,600	\$ 1,016,600	\$ -	\$ -	\$ 5,083,000	☐ Partially Funded

The Lift Station No. 6 Rehabilitation Project was approved in the FY 2022 CIP. The 2019 Water and Wastewater Master Plan includes Project 11S for the expansion of Lift Station No. 6 from a firm capacity of 17 MGD to 24 MGD. During design negotiations with Freese and Nichols for the rehabilitation project, staff felt that it would be large cost savings to combine the rehabilitation and expansion into one project. City Council has approved a professional services agreement with Freese and Nichols for the design and contract administration of this project.

Impact on Operating Budget	2024	2025	2026	2027	2028
Personnel	\$ 1	\$	\$ 1	\$ 1	\$ -
Operations/Maintenance	-			-	-
Capital	-				-
Total	\$ -	\$	\$	\$ į	\$ -



Project Costs	Budget to	Budget		Future Fisc	al Planning	Project	Schedule Duration
Project Costs	Date	2024	2025	2026	2027 2028	Total	Schedule Duration
Design/Engineering	\$ 659,000	\$ -	\$ -	\$ -	\$ - \$	- \$ 659,000	1 to 2 years
Construction	1,143,590	-	4,209,000	-		\$ 5,352,590	1 to 2 years
Land/ROW	-	-	-	-		\$ -	N/A
Equipment & Machinery	1	-	-			\$ -	N/A
Furniture & Fixtures	1	-	-	-		\$ -	N/A
Other/Contingency	-	-	- 4	-		\$ -	N/A
Total	\$ 1,802,590	\$ -	\$ 4,209,000	\$ -	\$ - \$	- \$ 6,011,590	

Source of Funds	Budget to Date	Budget 2024	2025	Future I 2026	Planning 2027 202	Project 8 Total	Project Status  Planning
387 Water & Sewer CIP Fund			\$ 4,209,000		\$ - \$	- \$ 6,011,590	
-	-	-	-	-	-	- \$ -	☐ Construction
-	-	_	- \	-	-	- \$ -	Funding Status
-		-	-	-	-	- \$ -	
-	-	-	-	_	-	- \$ -	Unfunded
Total	\$ 1,802,590	\$ -	\$ 4,209,000	\$ -	\$ - \$	- \$ 6,011,590	☐ Partially Funded

8.0 MGD pump station on the same site as the Chaparral Elevated Storage Tank (near Chaparral Road and Trimmier Road).

Additional pumping capacity is needed to meet projected maximum day demands in the Upper Pressure Plane. This pump station allows the City to better utilize water supply from the new BCWCID #1 South Water Treatment Plant. This is project 4W in the 2019 W&WW Master Plan.

The construction of this project bids on August 3, 2023.

Impact on Operating Budget	2024	2025	2026	2027	T	2028
Personnel	\$ -	\$ _	\$ -	\$ 4 -	. ;	\$ -
Operations/Maintenance		-	-			-
Capital		-		-		-
Total	\$	\$	\$	\$		\$ -



Project Costs	Budget to	Budget		Future Fisc	al Planning		Project	Schedule Duration
Project Costs	Date	2024	2025	2026	2027	2028	Total	Scriedule Duration
Design/Engineering	\$ 775,897	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 775,897	3 to 6 months
Construction	3,470,083	1,000,000	_	-	-	-	\$ 4,470,083	1 to 2 years
Land/ROW	-	-	-	-	-	-	\$ -	N/A
Equipment & Machinery	1	-	-	-	-	-	\$ -	N/A
Furniture & Fixtures	1	-	-	-	_	-	\$ -	N/A
Other/Contingency	-	-	-	-	-	-	\$ -	N/A
Total	\$ 4,245,980	\$ 1,000,000	\$ -	\$ -	\$ -	\$ -	\$ 5,245,980	

Source of Funds	Budget to	Budget		Project		
Source of Fullus	Date	2024	2025	2026	2027 2028	Total
363 2020 W&S Bond	\$ 4,245,980	\$ 1,000,000	\$ -	\$ -	- \$ -	\$ 5,245,980
-	-	-	- \	-		\$ -
-	-	-	-	-		\$ -
-	-	-	-	_		\$ -
-	-	-	-	-		\$ -
Total	\$ 4,245,980	\$ 1,000,000	\$ -	\$ -	\$ - \$ -	\$ 5,245,980

Project Status
✓ Planning
✓ Design
Construction
Funding Status
Funding Status  ✓ Funded



# FISCALLY CONSTRAINED PROJECTS



#### FISCALLY CONSTRAINED PROJECTS

						Planned			
Page	Project Type	Projects	Project Budget to Date	2024	2025	2026	2027	2028	Total Unfunded
84	Drainage	Flood Early Warning System	-	-	50,000	150,000	-	-	200,000
85	Drainage	Stream Gauge Installation for Emergency Management	-	-	200,000	-	-	-	200,000
86	Drainage	Low Water Crossing Flood Mitigation- Phases 1 to 3	-	-	100,000	500,000	500,000	400,000	1,500,000
87	Drainage	Stewart Ditch Repair and Improvements	-	-	-	200,000	800,000	-	1,000,000
88	Drainage	Long Branch Environmental Improvements	-	-	-	100,000	400,000	-	500,000
89	Drainage	Dickens Ditch Repair and Improvements	-	-	-	100,000	400,000	-	500,000
90	Facilities	KCCC Special Events Center Remodel	-	-	-	-	5,550,000	-	5,550,000
91	Parks & Recreation	Family Aquatic Center Pump Room Updates	-	-	838,964	-	-	-	838,964
92	Parks & Recreation	Stonetree Golf Course Retaining Wall	-	-	200,000	-	-	-	200,000
93	Parks & Recreation	Amphitheater Renovation	-	-	250,000	800,000	-	-	1,050,000
94	Parks & Recreation	Family Aquatic Center Main Slide Refurbishment	-	-	300,000	-	-	-	300,000
95	Parks & Recreation	Killeen Athletic Complex Davis Field Restrooms	-	-	333,000	-	-	-	333,000
96	Parks & Recreation	Killeen Athletic Center Ballfield Lights	-	-	1,089,396	-	-	-	1,089,396
97	Parks & Recreation	Park Monument Sign Replacement Program	-	-	50,000	100,000	100,000	100,000	350,000
98	Parks & Recreation	Trail Lights: LCP, AK Wells, and Heritage Oaks	-	-	190,000	200,000	210,000	-	600,000
99	Parks & Recreation	Stonetree Golf Course Irrigation Renovation	-	-	50,000	500,000	-	-	550,000
100	Parks & Recreation	Family Aquatic Center Canopy Additions	-	-	110,890	-	-	-	110,890
101	Parks & Recreation	Cemetery Security Fencing	-	-	540,000	-	-	-	540,000
102	Parks & Recreation	Stonetree Golf Course Driving Range Renovation	-	-	120,000	1,000,000	500,000	-	1,620,000
103	Parks & Recreation	Clubhouse Stonetree Golf Course	-	-	120,000	1,000,000	150,000	-	1,270,000
104	Technology	Technology Disaster Recovery Site	-	-	450,000	-	-	-	450,000
105	Technology	Citywide PC Replacement	-	-	150,000	150,000	150,000	150,000	600,000
64	Transportation	Rancier Drive Reconstruction	-	-	8,992,000	11,000,000	-	-	19,992,000
106	Transportation	Traffic Signal Infrastructure Upgrade	-	-	1,433,817	-	-	-	1,433,817
107	Transportation	City of Killeen Gateway Signage	-	-	75,000	500,000	75,000	500,000	1,150,000
108	Transportation	Traffic Signal at Intersection of Rosewood and Aspen	-	-	80,000	572,000	-	-	652,000
109	Transportation	Trimmier Road Widening	-	-	-	-	1,000,000	2,000,000	3,000,000
110	Transportation	Traffic Signal at Ivy Mountain and Clear Creek	-	-	-	-	90,000	618,000	708,000
111	Vehicles & Equipment	Inter-Departmental Mobile Command Center	-	-	3,000,000	-	-	-	3,000,000
112	Water & Sewer	2024 Water and Wastewater Master Plan	-	-	350,000	-	-	-	350,000
		Total Unfunded	\$ -	\$ -	\$ 19,073,067	\$ 16,872,000	\$ 9,925,000	\$ 3,768,000	\$ 49,638,067

Purchase and install equipment to implement a flood early warning system for the City. This system would consist of a series of hazard arms, signage, warning lights, audible alarms, weather gauges, and IT hardware and software. The location and type of each would be dependent on the intensity of flooding at selected low water crossings and number of residents in a given area. The actual number of locations will depend on cost. There are approximately 35 low water crossings within the City of which 19 crossings have been identified as dangerous. The system monitors rainfall, water levels and low water crossings and alert drivers. This system improves community preparedness for extreme weather such as floods. This will be an important component of disaster risk management strategies.

Impact on Operating Budget	2024	2025	2026	 2027	2028
Personnel	\$ 1	\$ 1	\$ 1	\$ 4 -	\$ -
Operations/Maintenance	1	1	-	2,000	2,000
Capital	-		-	-	-
Total	\$	\$	\$	\$ 2,000	\$ 2.000





Droinet Conta	Budget to	Budget		Future Fisc	al Pla <mark>n</mark> ning	Project	Schedule Duration
Project Costs	Date	2024	2025	2026	2027 2028	Total	Schedule Duration
Design/Engineering	\$ -	\$ -	\$ 50,000	\$ -	\$ - \$ -	\$ 50,000	6 to 12 months
Construction	1	-	_	150,000	-	\$ 150,000	6 to 12 months
Land/ROW	1	-	-	-	-	\$ -	N/A
Equipment & Machinery	1	-	-	-		\$ -	N/A
Furniture & Fixtures	ı	-	-	-		\$ -	N/A
Other/Contingency	-	-	-	-		\$ -	N/A
Total	\$ -	\$ -	\$ 50,000	\$ 150,000	\$ - \$ -	\$ 200,000	

Source of Funds	Budge	et to	Bu	dget		Future F	Plar	nning			Project		Projec
Source of Fullus	Dat	e	20	24	2025	2026		2027	2	2028		Total	☑ Plann
Unfunded	\$	-	\$	-	\$ 50,000	\$ 150,000	\$	-	\$	-	\$	200,000	☐ Desig
-		-		-				-		-	\$		☐ Cons
-		-		-	-			-		-	\$		Fundir
-		-		-	-	-		-		-	\$		☐ Fund
-		-		-	-	-		-		-	\$		✓ Unfui
Total	\$	-	\$	-	\$ 50,000	\$ 150,000	\$	-	\$	-	\$	200,000	☐ Partia

- ect Status nning ign
- struction
- ing Status
- ded unded
- tially Funded

Install stream gauge at multiple locations along the Little Nolan and South Nolan Creeks. These gauges work closely with the flood early warning system which monitors stream elevation during and after rain events and assists to activate flashing lights or automated barricades at low-water crossings. The actual number of locations will depend on cost and potential funding availability. Nolan Creek has a history of flash flooding with life loss and property damage. Currently, there is no gauge within Killeen. Installation of stream gauge stations at strategic locations will assist us to monitor water level and eventually to develop a flood alert system for the City which will help in emergency management during wet weather.

Impact on Operating Budget	2024	2025	2026	2	2027	2028
Personnel	\$ 1	\$ -	\$ -	\$	4 -	\$ -
Operations/Maintenance	-	-	2,000		2,000	2,000
Capital		-			-	-
Total	\$	\$	\$ 2,000	\$	2,000	\$ 2,000



Project Costs	Budget to	Budget		Future Fisc	al Pla <mark>n</mark> ning	Project	Schedule Duration		
Project Costs	Date	2024	2025	2026	2027 2028	Total	Scriedule Duration		
Design/Engineering	\$ -	\$ -	\$ 50,000	\$ -	\$ - \$ -	\$ 50,000	6 to 12 months		
Construction	-	-	150,000	-	-	\$ 150,000	3 to 6 months		
Land/ROW	1	-	-	-	-	\$ -	N/A		
Equipment & Machinery	-	-	-	-		\$ -	N/A		
Furniture & Fixtures	-	-	-	-		\$ -	N/A		
Other/Contingency	-	-	- 1	-		\$ -	N/A		
Total	\$ -	\$ -	\$ 200,000	\$ -	\$ - \$ -	\$ 200,000			

Source of Funds	Budget to	Budç	get	Future Planning Project						Project	Project Status
Source of Fullus	Date	202	24	20	025	2026	2027	2028		Total	☑ Planning
Unfunded	\$	- \$	-	\$ 2	200,000			\$ -	\$	200,000	□ Design
-	_		-				ı	_	\$	-	☐ Construction
-	-		-		- \		1	_	\$	-	Funding Status
-	-		-		-	-	-	-	\$	1	☐ Funded
-	-		-			-	-	-	\$		Unfunded
Total	\$	- \$	-	\$ 2	200,000	\$ -	\$ -	\$ -	\$	200,000	☐ Partially Funded

Design and construction of drainage and associated infrastructure to improve stormwater conveyance at different low water crossings within the City. Improvement project is proposed for the three most dangerous low water crossings. The project will allow runoff to pass through the pipes or culverts and mitigate water overtopping or minimize running or standing water over the road surface. There are approximately 35 low water crossings within the City of which 19 crossings have been identified as dangerous, and staff has determined 6 priority locations out of which 3 locations should be considered for improvements. This project is critical to public health, safety, and welfare.

Impact on Operating Budget	2024	2025	2026		2027	7	2028	
Personnel	\$ 1	\$ 1	\$ 1	\$		-	\$	-
Operations/Maintenance	1	1	1			-		-
Capital				١		1		-
Total	\$	\$	\$	\$	6		\$	_



Project Costs	Budget to	Budget	Future Fiscal Planning		Project	Schedule Duration			
Project Costs	Date	2024	2025	2026	2027	2028	Total	Schedule Duration	
Design/Engineering	\$ -	\$ -	\$ 100,000	\$ 100,000	\$ 100,000	\$ -	\$ 300,000	2 to 3 years	
Construction	-	-	_	400,000	400,000	400,000	\$ 1,200,000	2 to 3 years	
Land/ROW	-	-	-	-	-	-	\$ -	N/A	
Equipment & Machinery	-	_	-	-	-	-	\$ -	N/A	
Furniture & Fixtures	-	-	-	-	-	-	\$ -	N/A	
Other/Contingency	-	-	_	-	-	_	\$ -	N/A	
Total	\$ -	\$ -	\$ 100,000	\$ 500,000	\$ 500,000	\$ 400,000	\$ 1,500,000		

Source of Funds	Budg	et to	В	Budget	Future Planning							Project	Project Status
Source of Fullus	Da	te		2024	2025		2026		2027		2028	Total	☑ Planning
Unfunded	\$	-	\$	-	\$ 100,000	\$	500,000	\$	500,000	\$	400,000	\$ 1,500,000	☐ Design
-		-							-		-	\$ -	☐ Construction
-		-		-					-		-	\$ -	Funding Status
-		-		-	-		-		-		-	\$	☐ Funded
-		-		-	-		-		-		-	\$	Unfunded
Total	\$	•	\$	-	\$ 100,000	\$	500,000	\$	500,000	\$	400,000	\$ 1,500,000	☐ Partially Funded

Repair severely damaged concrete channel and improve capacity. Stewart ditch starts at Warrior Way and discharges into South Nolan Creek. The existing channel can handle only a 10-year flow and overflow occurs at larger rain events. The engineering analysis will assess the conditions and determine areas where major repairs are necessary. The analysis will also list improvements to increase flow capacity. There are approximately 88 structures in the subject 100-year floodplain area. More severe and extensive damage will occur in future storm events if repairs are not made. This project is ranked # 1 in Stream Repair and Floodplain Improvements category and 5 overall in all categories in 2012 DMP.

Impact on Operating Budget	2024	2025	2026		2027		2028
Personnel	\$ -	\$	\$ -	\$	4	1	\$ -
Operations/Maintenance	-		-	-			-
Capital	-		-		-		-
Tota	\$ -	\$	\$	\$	e de la constante de la consta	•	\$ -

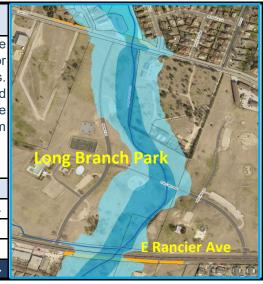
Droinet Coate	Budget to	Budget		Future Fisc	al Planning	Project	Schedule Duration
Project Costs	Date	2024	2025	2026	2027 2028	Total	Schedule Duration
Design/Engineering	\$ -	\$ -	\$ -	\$ 200,000	\$ - \$	- \$ 200,000	1 to 2 years
Construction	-	-	_	-	800,000 -	\$ 800,000	1 to 2 years
Land/ROW	-	-	_	-		\$ -	N/A
Equipment & Machinery	-	-	-	-		\$ -	N/A
Furniture & Fixtures	-	-	-	-	-	\$ -	N/A
Other/Contingency	-	-	-	-		\$ -	N/A
Total	\$ -	\$ -	\$ -	\$ 200,000	\$ 800,000 \$	- \$ 1,000,000	

Source of Funds	Budget to	Budget		Future	Planning	Project
Source of Fullus	Date	2024	2025	2026	2027 2028	Total
Unfunded	\$ -		\$	\$ 200,000	\$ 800,000 \$ -	\$ 1,000,000
-	-	-				\$ -
-	-	-	-			\$ -
-	-	-	-	-		\$ -
-	-	-	-	-		\$ -
Total	\$ -	\$ -	\$	\$ 200,000	\$ 800,000 \$ -	\$ 1,000,000

- ☐ Funded ☑ Unfunded
- ☐ Partially Funded

Improvements include design and construction of a wet online pond along the Long Branch Tributary inside the Long Branch Park. The project will provide water quality benefits as well as recreational and aesthetic benefits for the park users and potentially provide partial detention/flooding benefits for developments in downstream properties. Scope also includes stabilization of eroded stream banks at some locations and improvement in vegetation and buffer area. City's 2005 and 2012 Drainage Master Plan proposed environmental enhancement which will improve overall aesthetics and provide water quality and drainage benefits. Benefits include flood mitigation for downstream properties, stormwater quality control, and recreational facilities for park users.

Impact on Operating Budget	2024	2025	2026	2027	2028
Personnel	\$ -	\$	\$ -	\$ -	\$ -
Operations/Maintenance	-	-	-	-	-
Capital	-		-	1	 -
Total	\$ -	\$	\$ -	\$ -	\$ -



Project Costs	Budget to	Budget		Future Fisc	al Pla <mark>n</mark> ning	Project	Schedule Duration
Project Costs	Date	2024	2025	2026	2027 2028	Total	Scriedule Duration
Design/Engineering	\$ -	\$ -	\$ -	\$ 100,000	\$ - \$ -	\$ 100,000	6 to 12 months
Construction	1	-	_	-	400,000 -	\$ 400,000	6 to 12 months
Land/ROW	1	-	-	-	-	\$ -	N/A
Equipment & Machinery	-	-	-	-		\$ -	N/A
Furniture & Fixtures	-	-	-	-		\$ -	N/A
Other/Contingency	-	-	-	-		\$ -	N/A
Total	\$ -	\$ -	\$ -	\$ 100,000	\$ 400,000 \$ -	\$ 500,000	

Source of Funds	Budget	to	Budget					Future F	Plai	nning			Project		Project Status
Source of Fullus	Date		2024	2025		202		2026	6 2027		2028			Total	☑ Planning
Unfunded	\$	-		\$		-	\$	100,000	\$	400,000	\$	-	\$	500,000	☐ Design
-		-	-							-		-	\$	-	☐ Construction
-		-	-		-					-		-	\$	-	Funding Status
-	,	-	-		-			-		-		-	\$	-	☐ Funded
-	,	-	-		-			-		-		-	\$	-	Unfunded
Total	\$	-	\$ -	\$		-	\$	100,000	\$	400,000	\$	-	\$	500,000	☐ Partially Funded

Design and construction for channel bank stabilization and stream restoration. Dickens Ditch starts near Winchester Dr. and N 60th St. and then travels south towards Westcliff Rd. and ultimately discharges into Long Branch tributary near Dickens Dr. The ditch is a combination of a wide natural earthen channel and narrow concrete channel. Repair and improvements are necessary for the segment south of Westcliff Road. This stream has been experiencing erosion and has the potential to damage private property and erode further outside of the drainage easement. Therefore, actions to stabilize the stream downstream of Westcliff Road should be considered. This project is ranked # 6 in Stream Repair and Floodplain Improvements category and 13 overall in all categories in 2012 DMP.

Impact on Operating Budget	2024	2025			2026	2027			2028	
Personnel	\$ -	\$		\$	-	\$		-	\$	-
Operations/Maintenance	-		1		-			-		-
Capital					-			,		-
Total	\$	\$		\$		\$		_	\$	_



Project Costs	Budget to	Budget		Future Fisc	al Pla <mark>n</mark> ning	Project	Schedule Duration
Project Costs	Date	2024	2025	2026	2027 2028	Total	Scriedule Duration
Design/Engineering	\$ -	\$ -	\$ -	\$ 100,000	\$ - \$ -	\$ 100,000	6 to 12 months
Construction	-	-	_	-	400,000 -	\$ 400,000	6 to 12 months
Land/ROW	1	-	-	-	-	\$ -	N/A
Equipment & Machinery	-	-	-	-		\$ -	N/A
Furniture & Fixtures	-	-	-	-		\$ -	N/A
Other/Contingency	-	-	-	-		\$ -	N/A
Total	\$ -	\$ -	\$ -	\$ 100,000	\$ 400,000 \$ -	\$ 500,000	

Source of Funds	Budge	et to	I	Budget		Future I	Pla	nning		I	Project	Project Status
Source of Fullus	Dat	te		2024	2025	2026		2027	2028		Total	☑ Planning
Unfunded	\$	-	\$	-	\$ - \-	\$ 100,000	\$	400,000	\$ -	\$	500,000	☐ Design
-		-			-			-	-	\$	-	☐ Construction
-		-		-	-	-		-	-	\$	-	Funding Status
-		-		-	-	-		-	-	\$	-	☐ Funded
-		-		-	_	-		-	-	\$	-	Unfunded
Total	\$	-	\$	-	\$ -	\$ 100,000	\$	400,000	\$ -	\$	500,000	☐ Partially Funded

There were 32 events at the Special Events Center in FY2022, generating \$47,174 in revenue. Subtracting city-operated COVID testing and parking-lot-only events, the building generated \$14,489 in revenue. It is not operating in a "highest and best use" standard. This request would renovate the facility into a reservable space close to the quality of the ballroom. This includes HVAC, insulation, painting, wall treatments, lighting, additional restrooms, improved entry, theatrical curtains, and LED video wall.

Impact on Operating Budget	2	2024	2025	2026	2027	2028
Personnel	\$	1	\$ -	\$ -	\$ 44,964	\$ 46,313
Operations/Maintenance		1	-	-	58,000	58,000
Capital				-	-	
Total	\$		\$	\$	\$ 102,964	\$ 104,313



Project Costs	Budget to	Budget		Future Fisc	Project	Schedule Duration	
Project Costs	Date	2024	2025	2026	2027 2028	Total	Scriedule Duration
Design/Engineering	\$ -	\$ -	\$ -	\$ -	\$ 500,000 \$	- \$ 500,000	3 to 6 months
Construction	1	-	_	-	4,500,000 -	\$ 4,500,000	6 to 12 months
Land/ROW	-	-	_	-		\$ -	N/A
Equipment & Machinery	-	-	-	-	300,000 -	\$ 300,000	6 to 12 months
Furniture & Fixtures	1	-	-	-	150,000 -	\$ 150,000	30 to 90 days
Other/Contingency	-	-	-	-	100,000 -	\$ 100,000	30 to 90 days
Total	\$ -	\$ -	\$ -	\$ -	\$ 5,550,000 \$	- \$ 5,550,000	

Source of Funds	Budget to	Budget		Project		
Source of Funds	Date	2024	2025	2026 2027	2028	Total
Unfunded	\$ -	\$ -	\$ -	\$ - \$ 5,550,000	\$ -	\$ 5,550,000
-	-	-	-		-	\$ -
-	-	_	-		-	\$ -
-		-	-		-	\$ -
-	1	-	-		-	\$ -
Total	\$ -	\$ -	\$ -	\$ - \$ 5,550,000	\$ -	\$ 5,550,000

## □ Funded

☑ Unfunded☐ Partially Funded

The industry standard life expectancy of aquatic pumps is between 8-12 years, and our current pumps are over 13 years old. This project includes the replacement of pumps and mechanical and electrical power sources that are aged and damaged. The current six pumps are no longer manufactured making it difficult to find replacement parts and have outlived their lifespan. Over the past three years we have spent \$12,230 rebuilding and refurbishing pumps, including electrical repairs, and only one vendor is able to rebuild these pumps. Without pumps our aquatic facilities are unable to properly filter the water, proving to be critical to the operation. This project meets Parks Master Plan Objective OM14: Evaluate strategies to improve the safety of users while visiting City parks.

Impact on Operating Budget	2024	2024		2025	2026	2027	2028
Personnel	\$	-	\$	1	\$ -	\$ -	\$ -
Operations/Maintenance		-		-	-	-	-
Capital		-		-	-	1	-
Total	\$	-	\$		\$	\$ -	\$



Droinet Conta	Budget to	Budget		Future Fisc	al Planning	Project	Schedule Duration
Project Costs	Date	2024	2025	2026	2027 2028	Total	Scriedule Duration
Design/Engineering	\$ -	\$ -	\$ -	\$ -	\$ - \$ -	\$ -	N/A
Construction	1	-	838,964	-	-	\$ 838,964	1 to 2 years
Land/ROW	1	_	-	_	-	\$ -	N/A
Equipment & Machinery	1	-	-	-		\$ -	N/A
Furniture & Fixtures	ı	-	-	-		\$ -	N/A
Other/Contingency	-	-	-			\$ -	N/A
Total	\$ -	\$ -	\$ 838,964	\$ -	\$ - \$ -	\$ 838,964	

Source of Funds	Budge	et to	E	Budget		Future F	Planr	ning		Project	Project Status
Source of Fullus	Dat	e		2024	2025	2026	:	2027	2028	Total	☐ Planning
Unfunded	\$	-	\$	-	\$ 838,964	\$ -	\$	1	\$ -	\$ 838,964	□ Design
-		-		-	-	1		-	-	\$ -	☐ Construction
-				-	- \	-		-	-	\$ -	Funding Status
-		-		-	-	-		-	-	\$ -	☐ Funded
-		-		-	-			-	-	\$ -	Unfunded
Total	\$	-	\$	-	\$ 838,964	\$ •	\$		\$ -	\$ 838,964	☐ Partially Funded

The retaining walls at Stonetree Golf Course have failed throughout and must be repaired. Retaining walls are located throughout the course and the failure is causing significant damage to the course. The repair is critical at this point as the failure is causing undermining of the water's edge and we are losing course greens to the failure.

Impact on Operating Budget	2024	2025	2026	2027	2028
Personnel	\$ -	\$	\$	\$ -	\$ 
Operations/Maintenance	-		-	-	-
Capital	-		-	_	-
Total	\$ _	\$	\$ -	\$ -	\$

Project Costs	Budget to	Budget		Future Fisc	al Pl <mark>a</mark> nning	Project	Schedule Duration
Project Costs	Date	2024	2025	2026	2027 2028	Total	Schedule Duration
Design/Engineering	\$ -	\$ -	\$ -	\$ -	\$ - \$ -	\$ -	N/A
Construction	-	-	200,000	-		\$ 200,000	6 to 12 months
Land/ROW	-	-	-	_		\$ -	N/A
Equipment & Machinery	-	-	-	-		\$ -	N/A
Furniture & Fixtures	-	-	-	-		\$ -	N/A
Other/Contingency	-	-		-		\$ -	N/A
Total	\$ -	\$ -	\$ 200,000	\$ -	\$ - \$ -	\$ 200,000	

Source of Funds	Bud	get to	Budget			Future Planning						Future Planning					Project	Project Status
Source of Fullus	D	ate		2024		2025		2026		2027		2028	Total	☐ Planning				
Unfunded	\$	-	\$	-	\$	200,000	\$	-	\$	-	\$		\$ 200,000	□ Design				
-		-				-		_		-		-	\$ 1	☐ Construction				
-		-		-		- \		-		-		-	\$	Funding Status				
-		-		-		-		-		-		-	\$	☐ Funded				
-		-		-		-		-					\$	Unfunded				
Total	\$	-	\$		\$	200,000	\$		\$		\$	•	\$ 200,000	☐ Partially Funded				

The project will address the DOJ ADA plan as well as Parks Master Plan Objective: PI2 Improve connectivity and ADA access to all facilities and amenities. The amphitheater at Killeen Community Center is utilized to provide community events such as Movies in the Park. The renovated amphitheater will meet or exceed ADA and Uniform Federal Accessibility Standards (UFAS). The current Amphitheater is chipping paint, has non-functioning electricity, and has drainage failures. The new Amphitheater will resolve these issues and be built to be a sustainable amenity to our parks system. This project aligns with the adopted 2022 Parks Master Plan recommendations.

Impact on Operating Budget	20	24	2025	2026	2027		2028	
Personnel	\$		\$	\$ -	\$	4 -	\$	-
Operations/Maintenance		-	-	4,800		4,900		5,000
Capital			-	-		-		-
Total	\$	-	\$ •	\$ 4,800	\$	4,900	\$	5,000



Project Costs	Budget to	Budget		Future Fisc	al Planning	Project	Schedule Duration
Project Costs	Date	2024	2025	2026	2027 2028	Total	Scriedule Duration
Design/Engineering	\$ -	\$ -	\$ 250,000	\$ -	\$ - \$ -	\$ 250,000	6 to 12 months
Construction	1	-	-	700,000	-	\$ 700,000	1 to 2 years
Land/ROW	1	-	-		-	\$ -	N/A
Equipment & Machinery	-	-	-	-		\$ -	N/A
Furniture & Fixtures	-	-	-	-		\$ -	N/A
Other/Contingency	-	-	-	100,000		\$ 100,000	1 to 2 years
Total	\$ -	\$ -	\$ 250,000	\$ 800,000	\$ - \$ -	\$ 1,050,000	

Source of Funds	Budget to	Budget		Future	Planning	Project
Source of Fullus	Date	2024	2025	2026	2027 2028	Total
Unfunded	\$ -	\$ -	\$ 250,000	\$ 800,000	\$ - \$ -	\$ 1,050,000
1	-	-	-\	_		\$ -
-	_	-	- \	-		\$ -
-	-	-	-	-		\$ -
-	-	-	-	-		\$ -
Total	\$ -	\$ -	\$ 250,000	\$ 800,000	\$ - \$ -	\$ 1,050,000

P	roj	ect	Status	
_				

- □ Planning□ Design
- ☐ Construction

#### **Funding Status**

- ☐ Funded☑ Unfunded
- ☐ Partially Funded

Commercial aquatic slides are recommended to be refurbished every 3-5 years. The four commercial slides within the Family Aquatic Center were partially refurbished in 2015. The refurbishment project will include prep, rust work, priming bare spots, top coat with industrial marine coating, painting exterior, gel coat, and caulk interior. This project aligns with annual Texas Municipal League (TML) recommendations over the past three years. Over the past three years, we have spent \$7,000 to repair these slides and structures to ensure they pass the TML inspection. The updates requested for the Family Aquatic Center Commercial Slides will place our safety standards to the needed industry expectation. Refurbishing will minimize overall expenditures and extend the life of the features. This project aligns with the adopted 2022 Parks Master Plan.

Impact on Operating Budget	2024	2025	2026	2027		2028
Personnel	\$ -	\$ -	\$ -	\$ 4 -	\$	-
Operations/Maintenance	1	2,800	2,900	3,000		3,100
Capital		-	-	-		-
Total	\$ -	\$ 2,800	\$ 2,900	\$ 3,000	\$	3,100



Droinet Coate	Budget to	Budget		Future Fisc	al Planning	Project	Schedule Duration
Project Costs	Date	2024	2025	2026	2027 2028	Total	Schedule Duration
Design/Engineering	\$ -	\$ -	\$ -	\$ -	\$ - \$ -	\$ -	N/A
Construction	1	-	300,000	-	-	\$ 300,000	6 to 12 months
Land/ROW	1	-	-	-	-	\$ -	N/A
Equipment & Machinery	1	-	-	-		\$ -	N/A
Furniture & Fixtures	ı	-	-	-		\$ -	N/A
Other/Contingency	-	-	-	-		\$ -	N/A
Total	\$ -	\$ -	\$ 300,000	\$ -	\$ - \$ -	\$ 300,000	

Source of Funds	Budo	get to	Budget		Future F	Plar	nning		Project	Project Status
Source of Fullus	Da	ate	2024	2025	2026		2027	2028	Total	☐ Planning
Unfunded	\$	-	\$ -	\$ 300,000	\$ -	\$	-	\$ -	\$ 300,000	□ Design
-		-	-	-	-		-	-	\$ -	☐ Construction
-			-	- \	-		-	-	\$ -	Funding Status
-		-	-	-	-		-	-	\$ -	☐ Funded
-		-	-	-			-	-	\$ -	Unfunded
Total	\$	-	\$ -	\$ 300,000	\$ •	\$		\$ -	\$ 300,000	☐ Partially Funded

### **Status**

- Funded

The restrooms at Davis Field are in deplorable conditions and are not ADA compliant and UFAS - Uniform Federal Accessibility Standards. These restrooms were part of the DOJ investigation and are unable to be retrofitted to meet ADA standards. Recreation Services is seeking to streamline all restrooms to look the same within the city's park system. This project aligns with the adopted 2022 Parks Master Plan Objective P12: Improve connectivity and ADA access to all facilities and amenities. PC22: Evaluate opportunities to improve the conditions of Killeen Community Center Athletic Complex. (Upgrade restrooms).

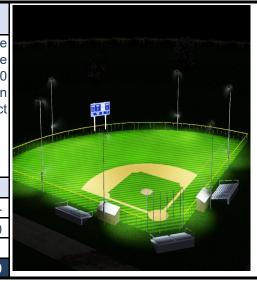
Impact on Operating Budget	2024	2025	2026	2027	2028
Personnel	\$ -	\$ -	\$ -	\$ 4 -	\$ -
Operations/Maintenance		4,610	4,820	5,030	5,240
Capital		-	-	-	-
Total	\$	\$ 4.610	\$ 4.820	\$ 5.030	\$ 5.240

Droinet Coate	Budget to	Budget			Future	Fisc	al Pla	nning			F	Project	Schedule Duration
Project Costs	Date	2024	20	25	202	6	2	027	2028			Total	Schedule Duration
Design/Engineering	\$ -	\$ -	\$	-	\$	/-	\$	-	\$	-	\$	1	N/A
Construction	-	-	33	33,000		-/		-		-	\$	333,000	6 to 12 months
Land/ROW	-	_		-		/-		-		-	\$	-	N/A
Equipment & Machinery	-	-		<b>/</b> -		-		-		-	\$	-	N/A
Furniture & Fixtures	-	-		-		-		-		-	\$	-	N/A
Other/Contingency	-	-		-		-		-		-	\$	-	N/A
Total	\$ -	\$ -	\$ 33	33,000	\$	-	\$	-	\$	-	\$	333,000	

Source of Funds	Bu	dget to	Budget		Future F	Plar	nning		Project	Project Status
Source of Fullus	[	Date	2024	2025	2026		2027	2028	Total	☐ Planning
Unfunded	\$	-	\$ -	\$ 333,000	\$ -	\$	1	\$ -	\$ 333,000	□ Design
-		-	-	-	-			-	\$ -	☐ Construction
-		_	-	-			-	-	\$ -	Funding Status
-		-	-	-	-		1	-	\$ -	☐ Funded
-		-	-	-				-	\$ -	Unfunded
Total	\$		\$	\$ 333,000	\$	\$		\$	\$ 333,000	☐ Partially Funded

This project aligns with the adopted 2022 Parks Master Plan. Objective P22 Evaluate opportunities to Improve Killeen Athletic Center. LED lighting has an extremely long lifespan relative to metal halide light fixtures, which have a typical lifespan of 12% compared to LEDs. Turnkey installation with the addition of an LED lighting warranty of 10 years is included. Lumens output of 30 Infield and 20 Outfield footcandles are a guaranteed average of the lifespan of the fixtures. Currently between 5-15. Remote lighting controls and scheduling via online, web-based app, direct communication to MUSCO operator. Ball tracking LED setup.

Impact on Operating Budget	2024	2025	2026	2027	2028
Personnel	\$ 1	\$ -	\$ -	\$ 4 -	\$ -
Operations/Maintenance		-	32,500	33,000	34,000
Capital		-	-	-	-
Total	\$	\$ -	\$ 32,500	\$ 33,000	\$ 34,000



Project Costs	Budget to	Budget		Future Fisc	al Planning	Project	Schedule Duration
Project Costs	Date	2024	2025	2026	2027 2028	Total	Scriedule Duration
Design/Engineering	\$ -	\$ -	\$ -	\$ -	\$ - \$ -	\$ -	N/A
Construction	-	1	1,089,396	-	-	\$ 1,089,396	1 to 2 years
Land/ROW	-	-	-	-	-	\$ -	N/A
Equipment & Machinery	-	-	-	-		\$ -	N/A
Furniture & Fixtures	-	-	-	-		\$ -	N/A
Other/Contingency	-	-	-	_		\$ -	N/A
Total	\$ -	\$ -	\$ 1,089,396	\$ -	\$ - \$ -	\$ 1,089,396	

Source of Funds	Budget to	Budget		Future	Planning		Project
Source of Fullus	Date	2024	2025	2026	2027	2028	Total
Unfunded	\$ -	\$ -	\$ 1,089,396	\$ -	\$ -	\$ -	\$ 1,089,396
-	-	-	-	_	-	-	\$ -
-		-	- \	-	-	-	\$ -
-	-	-	-	-	-	-	\$ -
-	-	-	-	-	-	-	\$ -
Total	\$ -	\$ -	\$ 1,089,396	\$ -	\$ -	\$ -	\$ 1,089,396

Project Status
<ul><li>☐ Planning</li><li>☐ Design</li><li>☐ Construction</li></ul>
Funding Status
☐ Funded ☑ Unfunded

Partially Funded

This project aligns with the adopted 2022 Parks Master Plan Objective PI3: Improve and strengthen park identity by incorporating new signage throughout the park system. The current park monument signs are 12-15 years old; current ID/monument signage is outdated, many are missing or damaged and rotted and in need of constant repairs. Replacing all of the signs would give the City/Recreation Services a unified look that not only makes citizens aware of what Park they are visiting but also creates a positive image for City properties. New park ID signs will include the physical address which will aid emergency responders in locating properties. This program will set an updated style and aesthetic for City parks that will be carried through all properties branding the City and park system.

Impact on Operating Budget	2024	2025	2026	2027	2028
Personnel	\$ -	\$ -	\$ -	\$ _	\$ -
Operations/Maintenance	-	-	-		-
Capital	-	-	- '	-	-
Total	\$ -	\$ -	\$ -	\$ -	\$ -



Project Costs	Budget to	to Budget		Fι	ıture Fisc	al	Planning		I	Project	Schedule Duration	
Project Costs	Date	2024	2	2025		2026		2027	2028		Total	Schedule Duration
Design/Engineering	\$ -	\$ -	\$	50,000	\$		\$	-	\$ -	\$	50,000	6 to 12 months
Construction	-	-		-		100,000		100,000	100,000	\$	300,000	1 to 2 years
Land/ROW	1	-		-				-	-	\$	1	N/A
Equipment & Machinery	-	-		-		-		-	-	\$	1	N/A
Furniture & Fixtures	-	-		-		-		-	-	\$	1	N/A
Other/Contingency	-	-		-		-		-	-	\$	-	N/A
Total	\$ -	\$ -	\$	50,000	\$	100,000	\$	100,000	\$ 100,000	\$	350,000	

Source of Funds	Bud	dget to	I	Budget		Future F	Plar	nning		F	Project	Project Status
Source of Fullus		Date		2024	2025	2026		2027	2028		Total	☐ Planning
Unfunded	\$	-	\$	-	\$ 50,000	\$ 100,000	\$	100,000	\$ 100,000	\$	350,000	□ Design
-		-		-	-	_		-	-	\$	1	☐ Construction
-				-		-		-	-	\$	1	Funding Status
-		-		-	-	-		-	-	\$		☐ Funded
-		-			-	-		-	-	\$		Unfunded
Total	\$	-	\$		\$ 50,000	\$ 100,000	\$	100,000	\$ 100,000	\$	350,000	☐ Partially Funded

This project aligns with 2022 Parks Master Plan Objective PI1: Identify funding and opportunities to enhance site lighting throughout the park system for security, light-sensitive amenities, and after-hours uses. OM14: Evaluate strategies to improve the safety of users while visiting City parks. The existing trail lighting is outdated and needs constant repairs. Not only will electricity costs reduce significantly, but manhours spent for repair and maintenance will also significantly decrease. A savings of approximately \$10,000 per year in electricity costs (from \$7,000/yr to \$0/yr in electricity and a maintenance savings of \$3,000/yr). The lifespan of the new system would be approximately 22 years. Constant outages are also a safety risk for citizens utilizing the trail in the early morning and late night hours.

Impact on Operating Budget	2024	2025	2026	2027	2028
Personnel	\$ 1	\$ 1	\$	\$ 4 -	\$ -
Operations/Maintenance	-	1	-	4 -	-
Capital			-	-	-
Total	\$	\$ •	\$ L	\$ -	\$



Project Costs	Budget to	Budget		Future Fisc	al Planning	Project	Schedule Duration
Project Costs	Date	2024	2025	2026	2027 2028	Total	Scriedule Duration
Design/Engineering	\$ -	\$ -	\$ -	\$ -	\$ - \$ -	\$ -	N/A
Construction	1	-	190,000	200,000	210,000 -	\$ 600,000	6 to 12 months
Land/ROW	1	_	-	-	-	\$ -	N/A
Equipment & Machinery	1	-	-	-		\$ -	N/A
Furniture & Fixtures	ı	-	- /	-		\$ -	N/A
Other/Contingency	-	-	-			\$ -	N/A
Total	\$ -	\$ -	\$ 190,000	\$ 200,000	\$ 210,000 \$ -	\$ 600,000	

Source of Funds	Budget to	Budget		Future F		Project	Pro	
Source of Fullus	Date	2024	2025	2026	2027	2028	Total	
Unfunded	\$ -	\$ -	\$ 190,000	\$ 200,000	\$ 210,000	\$ -	\$ 600,000	□ De
-	-		-	-	-	-	\$ -	☐ Co
-	_	-	- \	-	-	-	\$ -	Fun
-	-	-	-	-	-	-	\$ -	□ Fu
-	-	-	-	-	-	-	\$ -	✓ Ur
Total	\$ -	\$ -	\$ 190,000	\$ 200,000	\$ 210,000	\$ -	\$ 600,000	□ Pa

#### Funding Status

- ☐ Funded ☐ Unfunded
- ☐ Partially Funded

The irrigation system at the Stonetree Golf Course is exceptionally old and is costly to maintain repairs, leaks, and function in both manhours and materials. Irrigation renovation will improve efficiency through solid piping and upgraded technology that manages water and works with natural rainfall. This will be sustainable and save money.

Impact on Operating Budget	2024	2025	2026	2027	2028
Personnel	\$ -	\$ -	\$ -	\$ 4 -	\$ -
Operations/Maintenance	-	-	-	4 -	-
Capital	-	-	-	-	-
Total	\$ _	\$	\$ _1	\$ -	\$ _



Project Costs	Budget to	Budget		Future Fisc	al Planning	Project	Schedule Duration
Project Costs	Date	2024	2025	2026	2027 2028	Total	Schedule Duration
Design/Engineering	\$ -	\$ -	\$ 50,000	\$ -	\$ - \$ -	\$ 50,000	6 to 12 months
Construction	1	-	-	500,000	-	\$ 500,000	6 to 12 months
Land/ROW	1	-	-	_	-	\$ -	N/A
Equipment & Machinery	-	-	-	-		\$ -	N/A
Furniture & Fixtures	ı	-	-	-		\$ -	N/A
Other/Contingency	1	-	_	-		\$ -	N/A
Total	\$ -	\$ -	\$ 50,000	\$ 500,000	\$ - \$ -	\$ 550,000	

Source of Funds	Budget t	<b>o</b>	Budget			Project Status				
Source of Fullus	Date		2024	2025		2026	2027	2028	Total	☐ Planning
Unfunded	\$	- \$	-	\$ 50,000	\$	500,000	\$ -	\$ -	\$ 550,000	☐ Design
-	-			-		-	-	-	\$ -	☐ Construction
-	_		-	-		-	-	-	\$ 1	Funding Status
-	-		-	-		-	-	-	\$ -	☐ Funded
-	-			-			-	-	\$ -	Unfunded
Total	\$	- \$	-	\$ 50,000	\$	500,000	\$	\$	\$ 550,000	☐ Partially Funded

This project meets Park Master Plan Objective PI18: Identify funding and resources to incorporate shade features throughout the park system. The addition of an entry, concession, and rental canopy covers at the Family Aquatic Center will increase revenue, decrease heat-related illness occurrences, and allow shaded space for families to sit during their visit or as they are waiting to enter the park. This project will positively impact revenue creation within the facility, adding rental opportunities. Currently, for a 780 maximum capacity facility, there are only eight 10ft shade structures that are open to the public, and no shade for the concession area, or entryway of the facility. This project aligns with the adopted 2022 Parks Master Plan.

Impact on Operating Budget	2024	2025	2026	2027	2028
Personnel	\$ -	\$ -	\$ -	\$ -	\$ -
Operations/Maintenance	-	-	-	-	-
Capital		-	-		-
Total	\$	\$	\$	\$ -	\$ -



Droinet Conta	Budget to	Budget		Future Fisc	al Planning	Project	Schedule Duration
Project Costs	Date	2024	2025	2026	2027 2028	Total	Schedule Duration
Design/Engineering	\$ -	\$ -	\$ -	\$ -	\$ - \$ -	\$ -	N/A
Construction	1	-	110,890	1	-	\$ 110,890	6 to 12 months
Land/ROW	1	-	-	-	-	\$ -	N/A
Equipment & Machinery	1	-	-	-		\$ -	N/A
Furniture & Fixtures	ı	-	- 4	1		\$ -	N/A
Other/Contingency	-	-	-	/A -		\$ -	N/A
Total	\$ -	\$ -	\$ 110,890	\$ -	\$ - \$ -	\$ 110,890	

Source of Funds	Budg	et to	В	Budget		Future	F	Project	Project Status		
Source of Fullus	Da	te		2024	2025	2026	2027	2028		Total	☐ Planning
Unfunded	\$	-	\$		\$ 110,890	\$ -	\$ -	\$ 1	\$	110,890	□ Design
-		-			-	_	-	1	\$	1	☐ Construction
-		-		1		-	-	1	\$	1	Funding Status
-		-		1	-	-	-	1	\$	1	☐ Funded
-		-			-	-		-	\$		Unfunded
Total	\$	-	\$	•	\$ 110,890	\$ -	\$ •	\$ •	\$	110,890	☐ Partially Funded

The Killeen City Cemetery has been suffering from vandalism and theft over the last several months. The fencing surrounding the cemetery is in poor condition and portions have been replaced numerous times. A new perimeter security fence would not only protect the grounds from vandalism, but help control access during late hours, and improve community aesthetics in North Killeen. The existing perimeter fence has been damaged several times in the last few years and now has sections of differing ages and is an eyesore in the community.

Impact on Operating Budget	2024	2025	2026	2027	2028
Personnel	\$ -	\$ -	\$ -	\$ -	\$ -
Operations/Maintenance	-	-	-	7	-
Capital	-	-	- '	-	-
Total	\$ -	\$ -	\$ -	\$ -	\$ -



Project Costs Budget to		Budget		Future Fisc	al Planning	Project	Schedule Duration
Project Costs	Date	2024	2025	2026	2027 2028	Total	Scriedule Duration
Design/Engineering	\$ -	\$ -	\$ -	\$ -	\$ - \$ -	\$ -	N/A
Construction	-	1	540,000	-	-	\$ 540,000	6 to 12 months
Land/ROW	1	-	-	-	-	\$ -	N/A
Equipment & Machinery	-	-	-	-		\$ -	N/A
Furniture & Fixtures	-	-	-	-		\$ -	N/A
Other/Contingency	-	-	-			\$ -	N/A
Total	\$ -	\$ -	\$ 540,000	\$ -	\$ - \$ -	\$ 540,000	

Source of Funds	Budge	et to	E	Budget		Future I	Pla	anning		Project	Project Status		
Source of Fullus	Dat	te		2024	2025	2026		2027		2028	Total	☐ Planning	
Unfunded	\$	-	\$	-	\$ 540,000	\$ -	\$	-	\$		\$ 540,000	□ Design	
-		-		-	-	_		-		-	\$ -	☐ Construction	
-					- \	-				-	\$ -	Funding Status	
-		-		-	- \	-		-		-	\$ -	☐ Funded	
-		-			-	-					\$ -	Unfunded	
Total	\$	-	\$		\$ 540,000	\$ -	\$	-	\$		\$ 540,000	☐ Partially Funded	

Driving Range renovation at Stonetree Golf Course. Includes re-grading the surface to make it as flat as possible, Netting the North and South sides, covered and heated stations "Top Golf" inspired with Top Tracer, Grille for F&B service, Mini Golf course, completely lighted and a teaching facility.



Impact on Operating Budget		2024	2025	2026	2027	2028
Personnel	\$	-	\$ -	\$	\$ -	\$ -
Operations/Maintenance		-	-	-	-	-
Capital		-	-	-	,	-
Tota	I \$	-	\$	\$ -	\$ -	\$

Project Costs	Budget to	Budget		Future Fisc	al P <mark>la</mark> nning	Project	Schedule Duration
Project Costs	Date	2024	2025	2026	2027 2028	Total	Schedule Duration
Design/Engineering	\$ -	\$ -	\$ 120,000	\$ -	\$ - \$ -	\$ 120,000	6 to 12 months
Construction	1	-	-	1,000,000	-	\$ 1,000,000	1 to 2 years
Land/ROW	1	-	-	_	-	\$ -	N/A
Equipment & Machinery	-	-	-	-		\$ -	N/A
Furniture & Fixtures	1	-	-	-	500,000 -	\$ 500,000	1 to 2 years
Other/Contingency	1	-	_	-	-	\$ -	N/A
Total	\$ -	\$ -	\$ 120,000	\$ 1,000,000	\$ 500,000 \$ -	\$ 1,620,000	

Source of Funds	Budget to	Budget		Future F	Project	Project Status			
Source of Fullus	Date	2024	2025	2026		2027	2028	Total	☐ Planning
Unfunded	\$	- \$	\$ 120,000	\$ 1,000,000	\$	500,000	\$ -	\$ 1,620,000	☐ Design
-	-	-	-	_		-	-	\$ -	☐ Construction
-	-	-		-		-	-	\$ -	Funding Status
-	-	-	- \	-		-	-	\$ -	☐ Funded
-	-	-	-	-		-	-	\$ -	Unfunded
Total	\$	- \$	\$ 120,000	\$ 1,000,000	\$	500,000	\$ -	\$ 1,620,000	☐ Partially Funded

The Stonetree Golf Course is the only course in Killeen or the surrounding area. It was built in the 1970s and the clubhouse is in fact a remodeled residential dwelling. The kitchen, dining, and outdoor hosting areas are very small and not truly capable of hosting larger tournaments and events. With an upgraded and remodeled facility revenue would increase with reservations for private events, weddings, as well as traditional tournament events.

Impact on Operating Budget	2024	2025	2026		2027	2028
Personnel	\$ -	\$ -	\$ -	\$	-	\$ -
Operations/Maintenance	-	-	-		-	-
Capital	-		-	1	,	-
Total	\$	\$ -	\$ L	\$	•	\$



Project Costs	Budget to	Budget		Future Fisc	al Planning	Project	Schedule Duration
Project Costs	Date	2024	2025	2026	2027 2028	Total	Schedule Duration
Design/Engineering	\$ -	\$ -	\$ 120,000	\$ -	\$ - \$ -	\$ 120,000	6 to 12 months
Construction	1	1	-	1,000,000	-	\$ 1,000,000	1 to 2 years
Land/ROW	1	-	-	-	-	\$ -	N/A
Equipment & Machinery	-	-	-	-		\$ -	N/A
Furniture & Fixtures	-	-		-	150,000 -	\$ 150,000	1 to 2 years
Other/Contingency	-	-	-	_		\$ -	N/A
Total	\$ -	\$ -	\$ 120,000	\$ 1,000,000	\$ 150,000 \$ -	\$ 1,270,000	

Source of Funds	Budget to	Budget Future Planning								Pro	oject	
Source of Fullus	Date		2024		2025	2026		2027		2028	To	otal
Unfunded	\$	- \$	-	\$	120,000	\$ 1,000,000	\$	150,000	\$	-	\$ 1,2	270,000
-	1		-		-			-		-	\$	-
-	-		-		-	-		-		-	\$	-
-	-		-		-	-		-		-	\$	-
-	-		-		-	-		-			\$	-
Total	\$	- \$	-	\$	120,000	\$ 1,000,000	\$	150,000	\$	•	\$ 1,2	70,000

F	Project Status									
	Planning									
	Design Construction									
$\Box$										
F	unding Status									
F										

Partially Funded

The City's Information Technology Strategic Plan identified the need to improve disaster recovery efforts. While upgrades have been made to the network infrastructure, connectivity, security, and back-up processes, this project will continue to work on disaster recovery improvements with the implementation of a redundant, off-site location to continue City operations in the case of an emergency or should City Hall become unusable. The implementation of a redundant, off-site location will allow the City to continue operating should Information Technology Facility becomes unusable during a disaster. This will also provide for a more secure and reliable backup system.

Impact on Operating Budget	202	24	2025	2026		2027	2028		
Personnel	\$	-	\$ -	\$ -	\$	4 -	\$	-	
Operations/Maintenance			-	-	-			-	
Capital			-	-		-		-	
Total	\$		\$	\$	\$	-	\$	_	



Project Costs	Budget to	Budget		Future Fisc	al Planning	Project	Schedule Duration
Project Costs	Date	2024	2025	2026	2027 2028	Total	Scriedule Duration
Design/Engineering	\$ -	\$ -	\$ -	\$ -	\$ - \$ -	\$ -	N/A
Construction	-	-	_	-		\$ -	N/A
Land/ROW	1	-	-	-	-	\$ -	N/A
Equipment & Machinery	-	-	450,000	-		\$ 450,000	6 to 12 months
Furniture & Fixtures	-	-	-	-		\$ -	N/A
Other/Contingency	-	-	-			\$ -	N/A
Total	\$ -	\$ -	\$ 450,000	\$ -	\$ - \$ -	\$ 450,000	

Source of Funds	Budget to Date	0	Budget 2024	2025		Future Planning 2025 2026 2027 2028											2028		Project Total
627 Info Technology Fund	\$	-	\$ -	\$	450,000	\$		\$	-	\$	-	\$	450,000						
-	-		-				-		-		-	\$	-						
-	-				-		-		-		-	\$	-						
-	-		-		-		-		-		-	\$	-						
-	-		-		-		-		-		-	\$	-						
Total	\$	-	\$ -	\$	450,000	\$		\$		\$		\$	450,000						

Project Status	
☑ Planning	
☐ Design	
☐ Construction	
Funding Status	
☐ Funded	
Unfunded	

Partially Funded

This project is to replace PCs that have reached their useful life. Refreshing PCs is necessary in order to comply with security policies and procedures and to ensure that applications that employees need access to can be used without issue.

Impact on Operating Budget	2024	2025	2026	2027	2028
Personnel	\$ -	\$	\$ -	\$ -	\$ -
Operations/Maintenance	-	-	-	-	-
Capital	-	-	-	1	 -
Total	\$ -	\$	\$ -	\$ -	\$ -



Project Costs	Budget to	Budget		Future Fisc	al Pla <mark>n</mark> ning	Project	Schedule Duration
Project Costs	Date	2024	2025	2026	2027 2028	Total	Scriedule Duration
Design/Engineering	\$ -	\$ -	\$ -	\$ -	\$ - \$ -	\$ -	N/A
Construction	1	-	_			\$ -	N/A
Land/ROW	1	-	-	-		\$ -	N/A
Equipment & Machinery	1	-	150,000	150,000	150,000 150,000	\$ 600,000	6 to 12 months
Furniture & Fixtures	ı	-	-	-		\$ -	N/A
Other/Contingency	1	-		-		\$ -	N/A
Total	\$ -	\$ -	\$ 150,000	\$ 150,000	\$ 150,000 \$ 150,000	\$ 600,000	

Source of Funds	Budget to Date			2025	Project Total				
Unfunded	\$	- \$ -	\$	150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$	600,000
-	-	-			-	-	-	\$	-
-	-	-		-	-	-	-	\$	-
-	-	-		-	-	-	-	\$	-
-	-	-		-	-	-	-	\$	-
Total	\$	- \$ -	\$	150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$	600,000

Project Status									
<ul><li>☑ Planning</li><li>☐ Design</li><li>☐ Construction</li></ul>									
Funding Status									
☐ Funded									

Of the 10 span wire intersections, only 1 has been upgraded due to safety concerns, leaving 9 in need of upgrades/repairs to the signal box & signals. These are all 30+ years old & do not have vehicle detection cameras that allow the signals to communicate with our Traffic Management Center (TMC). Currently, the many obstacles relating to the right of way, location, etc., prevent us from the ability to upgrade these intersections. Upgrades/Repairs include span wire, insulation, and heads that are fraying, cracking, and dry-rotted due to age. Installation of the vehicle detection cameras and upgrades to signal cabinets allow the system to align with the TMC, meet specification requirements, and provide public safety. The estimated quote of \$159,313 per intersection includes a 5% increase from last year's submission.

Impact on Operating Budget	2024	2025	2026	2027	2028		
Personnel	\$ -	\$ -	\$ -	\$ -	\$	-	
Operations/Maintenance		-		<u> </u>		-	
Capital		-				-	
Tota	\$ -	\$ -	\$	\$	\$		



Droinet Coata	Budget to	Budget		Future Fisc	al Pla <mark>nn</mark> ing	Project	Schedule Duration	
Project Costs	Project Costs Date 2024		2025	2026	2027 2028	Total	Schedule Duration	
Design/Engineering	\$ -	\$ -	\$ -	\$ -	\$ - \$ -	\$ -	N/A	
Construction	1	-	1,433,817	-	-	\$ 1,433,817	1 to 2 years	
Land/ROW	1	-	-	-	-	\$ -	N/A	
Equipment & Machinery	1	-	-	-		\$ -	N/A	
Furniture & Fixtures	ı	-	-	-		\$ -	N/A	
Other/Contingency	-	-	7 -			\$ -	N/A	
Total	\$ -	\$ -	\$ 1,433,817	\$ -	\$ - \$ -	\$ 1,433,817		

Source of Funds	nde Budget to Budget						Future F	Pla	Project		Project Status			
Source of Fullus	Dat	te	2024		2025	2026		2027		2028		Total		☑ Planning
Unfunded	\$	-	\$	-	\$ 1,433,817	\$	-	\$	-	\$	-	\$ 1,433,817	7	□ Design
-		-					-		-		-	\$	_	☐ Construction
-		-		-			-		-		-	\$	-	Funding Status
-		-		-	-		-		-		-	\$	-	☐ Funded
-		-		-	-		-		-		-	\$	-	Unfunded
Total	\$	-	\$		\$ 1,433,817	\$		\$	-	\$	-	\$ 1,433,817	7	☐ Partially Funded

This project includes the design and construction of two gateway "Welcome to Killeen" monument signs. One sign will be located near the entrance of the City along Interstate I-14 from the eastbound and westbound directions. The signs will be aesthetical design for possible landscaping and lighting that meets TXDOT requirements. Previously the City had one sign located in the westbound direction that was involved in multiple accidents and subsequently removed. The new signs shall meet all TXDOT requirements for locations and safety.



Impact on Operating Budget	202	24	2025	2026	2	2027	2028	
Personnel	\$	1	\$ -	\$ -	\$	4 -	\$	-
Operations/Maintenance			-	2,500		2,500		2,500
Capital			-	-		-		-
Total	\$	-	\$	\$ 2,500	\$	2,500	\$	2,500



Drainet Coata	Budget to	Budget		Future Fisc	cal Planning		Project	Schedule Duration
Project Costs	Date	2024	2025	2026	2027	2028	Total	Scriedule Duration
Design/Engineering	\$ -	\$ -	\$ 75,000	\$ -	\$ 75,000	\$ -	\$ 150,000	1 to 2 years
Construction	-	-	_	500,000	-	500,000	\$ 1,000,000	6 to 12 months
Land/ROW	-	-	-	-	-	-	\$ -	N/A
Equipment & Machinery	-	_	-	-	-	-	\$ -	N/A
Furniture & Fixtures	-	-	-	-	-	-	\$ -	N/A
Other/Contingency	-	_	-	-	-	_	\$ -	N/A
Total	\$ -	\$ -	\$ 75,000	\$ 500,000	\$ 75,000	\$ 500,000	\$ 1,150,000	

Source of Funds	Budget t	0	Budget		Project				
Source of Fullus	Date		2024	2025	2026	2027	2028	Total	
Unfunded	\$	-	\$ -	\$ 75,000	\$ 500,000	\$ 75,000	\$ 500,000	\$ 1,150,000	
-	-		-		-	-	-	\$ _	
-	-		-	-	-	-	-	\$ -	
-	-		-	-	-	-	-	\$ -	
-	-		-	-	-	-	-	\$ -	
Total	\$	-	\$ -	\$ 75,000	\$ 500,000	\$ 75,000	\$ 500,000	\$ 1,150,000	

	Project Status
<b>✓</b>	Planning
	Design
	Construction
_	01.1

### Funding Status □ Funded

- ☐ Funded☑ Unfunded
- ☐ Partially Funded

This project will install a new traffic signal at the intersection of Rosewood and Aspen. This project is a result of a recent speed study that was performed along Rosewood at the request of City Council. The speed study justified the raising of the posted speed limit along Rosewood and indicated that this location needed additional studying for signal warrants. A warrant study was performed at this intersection and showed to meet the warrant requirements. The main warrants for a traffic signal included sight distance and accident history. This project will install a new traffic signal and review the ADA access across as well as provide pedestrian signals.

Impact on Operating Budget	:	2024	2025	2026	2027	2028		
Personnel	\$	1	\$ -	\$ -	\$ 4 -	\$	-	
Operations/Maintenance		-	-	2,150	2,150		2,150	
Capital		-	-		-		-	
Total	\$		\$ -	\$ 2,150	\$ 2,150	\$	2,150	



Project Costs	Budget to	Budget		Future Fisc	al Pla <mark>nn</mark> ing	Project	Schedule Duration
Project Costs	Date	2024	2025	2026	2027 2028	Total	Schedule Duration
Design/Engineering	\$ -	\$ -	\$ 80,000	\$ 40,000	\$ - \$ -	\$ 120,000	6 to 12 months
Construction	1	-	_	532,000		\$ 532,000	6 to 12 months
Land/ROW	1	-	-	-	-	\$ -	N/A
Equipment & Machinery	1	-	-	-		\$ -	N/A
Furniture & Fixtures	ı	-	-	-		\$ -	N/A
Other/Contingency	-	-	-	-		\$ -	N/A
Total	\$ -	\$ -	\$ 80,000	\$ 572,000	\$ - \$ -	\$ 652,000	

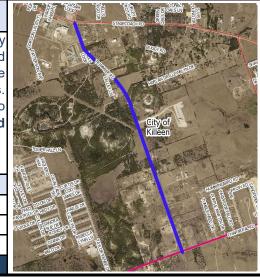
Source of Funds	Bud	get to	Budget Future Planning								I	Project	Project	
Source of Fullus	D	ate		2024		2025		2026		2027	2028		Total	✓ Plannin
Unfunded	\$	-	\$	-	\$	80,000	\$	572,000	\$	-	\$ -	\$	652,000	□ Design
-		-						-		-	-	\$	-	☐ Constru
-		-		-		-		-		-	-	\$	-	Funding
-		-		-		-		-		-	-	\$	-	☐ Funded
-		-		-		-		-		-	-	\$	-	Unfund
Total	\$	-	\$		\$	80,000	\$	572,000	\$		\$ -	\$	652,000	☐ Partiall

Project Status										
☑ Planning										
☐ Design										
☐ Construction										
Funding Status										

ded lly Funded

This project will widen Trimmier Road from East Stagecoach Road to Chaparral Road The project is approximately 1.9 miles in length. The project will widen the roadway to accommodate the necessary vehicle, pedestrian, and bicycle traffic demands. The project will include pavement to meet the current city standards, 6' sidewalks, bike lanes, landscaping including street trees, underground drainage, and replacement of the crossing stream culverts. The roadway improvements will provide complete street access between Stagecoach and Chaparral Road to accommodate the increased use in the area. **Project is planned to start construction in 2030. Total estimated project cost is \$25,212,000.** 

Impact on Operating Budget	2024	2025	2026	2027	2028
Personnel	\$ -	\$ -	\$ -	\$ -	\$ -
Operations/Maintenance	-	-	- ,		-
Capital	-	-	-	-	-
Total	\$ -	\$ -	\$ -	\$ -	\$ -

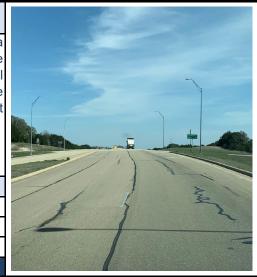


Project Costs	Budget to	Budget		Future Fisc	al Planning	g Project Schodul	
Project Costs	Date	2024	2025	2026	2027 2028	Total	Schedule Duration
Design/Engineering	\$ -	\$ -	\$ -	\$ -	\$ 1,000,000 \$ 900,000	\$ 1,900,000	4 to 5 years
Construction	1	-	-	-		\$ -	2 to 3 years
Land/ROW	1	-	_	-	- 1,100,000	\$ 1,100,000	1 to 2 years
Equipment & Machinery	1	-	-	-		\$ -	N/A
Furniture & Fixtures	ı	-	-	-		\$ -	N/A
Other/Contingency	-	-	- /	-		\$ -	N/A
Total	\$ -	\$ -	\$ -	\$ -	\$ 1,000,000 \$ 2,000,000	\$ 3,000,000	

Source of Funds	Budget to	)	Budget			Future	Planning	Project	Project Status				
Source of Fullus	Date	2024		2025		2026 202		2028	Total	☑ Planning			
Unfunded	\$	- \$	-				\$ 1,000,000	\$ 2,000,000	\$ 3,000,000	□ Design			
-	-		-	1	-	1	-	-	\$ -	☐ Construction			
-	-				- \	1	-	-	\$ -	Funding Status			
-			-		-	-	-	-	\$ -	☐ Funded			
-	-		-		-	-	-	-	\$ -	Unfunded			
Total	\$	- \$		\$	-	\$ -	\$ 1,000,000	\$ 2,000,000	\$ 3,000,000	☐ Partially Funded			

This project will install a new traffic signal at the intersection of Ivy Mountain and Clear Creek. This project is a result of a recent Traffic Study that was performed for an adjacent development. The study showed that the increase in project traffic from both the development and surrounding area showed a future need for a traffic signal in this location. The developer will be installing turn lane improvements at the current intersection to meet the immediate and future needs as a result of the development and as part of their requirement mitigation. This project will install a new traffic signal and review the ADA access across as well as provide pedestrian signals.

Impact on Operating Budget	2024	2025	2026		2027	2028	
Personnel	\$ -	\$ 1	\$ 1	\$	-	\$	-
Operations/Maintenance	-	1	1		-		-
Capital	-			1			-
Total	\$	\$	\$	\$	-	\$	_

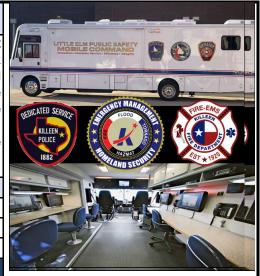


Project Costs	Budget to	Budget		Future Fisc	al Pla <mark>n</mark> ning	Project	Schedule Duration	
Project Costs	Date	2024	2025	2026	2027 2028	Total		
Design/Engineering	\$ -	\$ -	\$ -	\$ -	\$ 90,000 \$ 30,000	\$ 120,000	6 to 12 months	
Construction	-	-	_	- /	- 588,000	\$ 588,000	6 to 12 months	
Land/ROW	-	-	-	-		\$ -	N/A	
Equipment & Machinery	-	-	-	-		\$ -	N/A	
Furniture & Fixtures	-	-	-	-		\$ -	N/A	
Other/Contingency	-	-	- /	-		\$ -	N/A	
Total	\$ -	\$ -	\$ -	\$ -	\$ 90,000 \$ 618,000	\$ 708,000		

Source of Funds	Bud	get to	E	Budget		Future F	Plar	nning		I	Project	Project Status
Source of Fullus	D	ate		2024	2025	2026		2027	2028		Total	☑ Planning
Unfunded	\$	-				\$ -	\$	90,000	\$ 618,000	\$	708,000	□ Design
-		-				-		-	-	\$	-	☐ Construction
-		-		-	-	-		-	-	\$	-	Funding Status
-		-		-	-	-		-	-	\$	-	☐ Funded
-		-		-	-	-		-	-	\$	-	Unfunded
Total	\$	-	\$	-	\$	\$ -	\$	90,000	\$ 618,000	\$	708,000	☐ Partially Funded

A mobile command center (MCC) for on-scene management and coordination. A MCC is a large vehicle that houses workstations, radio/internet communications, and provides a place for on-scene incident command to work out of. This would be used by FD/PD/OHSEM/PW on emergency scenes or at special events where a field command post is needed. This project would also fund a 1/2 FTE who keeps it in working order, training on the vehicle, and provide for setup/teardown of the vehicle on scenes. Incidents requiring this type of resource have increased. Hilton Hotel Fire, homicides, grass fires, mall shootings, large special event mgmt (parades, rallies, protests). Staff are normally outside exposed to the elements or in their separate vehicles trying to manage the scene as one group.

Impact on Operating Budget	2024	2025	2026	2027	2028	
Personnel	\$ -	\$ 1	\$ 30,200	\$ 30,200	\$	30,200
Operations/Maintenance	-	1	6,000			2,500
Capital	-	-	-	-		-
Total	\$	\$	\$ 36,200	\$ 30,200	\$	32,700



Project Costs	Budget to	Budget		Future Fisc	al Pla <mark>n</mark> ning		Project	Schedule Duration	
Project Costs	Date	2024	2025	2026	2027 2	2028	Total	Scriedule Duration	
Design/Engineering	\$ -	\$ -	\$ 250,000	\$ -	\$ - \$	1	\$ 250,000	3 to 6 months	
Construction	-	-	1,750,000	,	-	-	\$ 1,750,000	1 to 2 years	
Land/ROW	-	-		-	-	-	\$ -	N/A	
Equipment & Machinery	-	-	500,000	-	-	1	\$ 500,000	6 to 12 months	
Furniture & Fixtures	-	-	250,000	-	-	1	\$ 250,000	6 to 12 months	
Other/Contingency	-	-	250,000	_	-	1	\$ 250,000	N/A	
Total	\$ -	\$ -	\$ 3,000,000	\$ -	\$ - \$		\$ 3,000,000		

Source of Funds	Budget to	Budget		Future I	Planning		Project
Source of Fullus	Date	2024	2025	2026	2027	2028	Total
Unfunded	\$ -	\$ -	\$ 3,000,000	\$ -	\$ -	\$ -	\$ 3,000,000
-	-	-	- \	_	-	ı	\$ -
-	-	-	-	-	-	-	\$ -
-	-	-	-	-	-	-	\$ -
-	-	-	-	-	-	-	\$ -
Total	\$ -	\$ -	\$ 3,000,000	\$ -	\$ -	\$ -	\$ 3,000,000

F	roject Status
<b>V</b>	Planning
	Design
	Construction

### Funding Status □ Funded

- ☐ Funded☑ Unfunded
- ☐ Partially Funded

The Water and Sewer Division typically completes a master planning process every five to seven years. The master plan outlines proposed maintenance as well as improvement projects over a twenty-year period. These projects become the foundation of the Water and Sewer CIP and future bond issuances. With most of the projects from the first five-year phase of the 2019 Master Plan underway and the majority of the 2020 bond funds allocated a new master plan is needed to guide future CIP planning and bond request.

ne	
se	
ts	FREESE Protect results outstanding service
d,	
	Water & Wastewater Master Plan
	December 2019
	Prepared for
	City of Killeen
	KILLEEN
	Prepared by: FREESE AND NICHOLS, INC.
-	10431 Morado Circle, Suite 300 Ausetin, Texas 78759 (\$12) 617-3100
	,

Impact on Operating Budget	2024	2025	2026	2027	2028
Personnel	\$ -	\$	\$	\$ 1	\$ -
Operations/Maintenance	-		-	-	-
Capital	-				-
Total	\$ -	\$ -	\$ -	\$ 1	\$ _

Project Costs	Budget to	Budget		Future Fisc	al Planning		Project	Schedule Duration
Project Costs	Date	2024	2025	2026	2027	2028	Total	Schedule Duration
Design/Engineering	\$ -	\$ -	\$ 350,000	\$ -	\$ - \$	-	\$ 350,000	1 to 2 years
Construction	-	-	-	-	-	-	\$ -	N/A
Land/ROW	-	-	_	-	-	-	\$ -	N/A
Equipment & Machinery	-	-	-	-	-	-	\$ -	N/A
Furniture & Fixtures	-	_	-	-	-	-	\$ -	N/A
Other/Contingency	-	-	-	-	-	-	\$ -	N/A
Total	\$ -	\$ -	\$ 350,000	\$ -	\$ - \$	-	\$ 350,000	

Source of Funds	Source of Funds Budget to Budget			_	Future Planning								Project	Project Status		
		ate		2024	2025	202	26		2027		2028		Total	☑ Planning		
Unfunded	\$	_	\$		\$ 350,000	\$	-	\$		\$	-	\$	350,000	☐ Design		
-		-		-			-				-	\$	-	☐ Construction		
-		-					-		1		-	\$	-	Funding Status		
-				-	-		-		1		-	\$	-	☐ Funded		
-		-	- 1	-	-		-				-	\$	-	Unfunded		
Total	\$	-	\$	•	\$ 350,000	\$	-	\$	•	\$		\$	350,000	☐ Partially Funded		



# CIP Summary by Type

Category		# of Projects Funded	FY 2024 Budget
Aviation		3	\$8,050,000
Drainage		1	876,316
Facilities		8	2,131,660
Other Projects		1	50,000
Parks & Recreation		1	173,340
Technology		5	2,355,271
Transportation		2	2,300,000
Vehicles & Equipment		52	6,457,935
Water & Sewer		<u>5</u>	<u>5,720,475</u>
	Total	78	\$28,114,997

# CIP Summary by Fund

Category	FY 2024 Budget
Aviation CIP & Grant Funds	\$8,221,500
Water & Sewer CIP Fund	7,289,898
Governmental CIP Fund	4,580,850
Solid Waste CIP	3,054,040
TIRZ Fund	2,300,000
Drainage CIP Fund	1,224,438
Hotel Occupancy Tax Fund	905,000
Information Technology Fund	506,271
Public Education Gov't (PEG) Fund	33,000
Total	\$28,114,997



#### City of Killeen

#### **Staff Report**

File Number: PH-23-051

HOLD a public hearing and consider an ordinance amending the FY 2023 Annual Budget of the City of Killeen to increase revenue and expense accounts in multiple Funds.

DATE: September 5, 2023

TO: Kent Cagle, City Manager

FROM: Miranda Drake, Assistant Director of Finance

**SUBJECT:** Budget Amendment

#### **BACKGROUND AND FINDINGS:**

This budget amendment addresses two initiatives:

 Appropriate additional expense for the Solid Waste hardware conversion required for Routeware software. Additional costs have arisen because the initial quote did not account for special collections hardware or application development, the acquisition of three new vehicles, two additional backup units, and other expense items such as travel and freight.

#### **Expense**

Computer Equipment/Software

\$60,000

TOTAL Expense \$60,000

2) Appropriate additional expense for Solid Waste fleet replacement. Due to a price hike in purchasing three side loader chassis, negotiated down from \$41,151 to \$25,151 per chassis, additional funds were needed even after using reserves. This amendment addresses the \$43,806 shortfall.

#### **Expense**

Equipment and Machinery \$43,806

TOTAL Expense \$43,806

#### **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 expense in the amount of \$103,806 in the Solid Waste CIP Fund.

#### 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

ORDIN	ANCE 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 INCREASE REVENUE AND EXPENSE 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.

**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:

**Expenditures:** 

388-8934-493.61-40	COMPUTER EQUIP/SOFTWARE		\$ 125,000
	Appropriate additional expense for the SW		
	Hardware Conversion required for		
	Routeware software. The original project		
	estimate was \$125,000.	60,000	
	Budget Change Sub-total	60,000	
	Account Sub-total		185,000
388-8834-493.61-35	EQUIPMENT AND MACHINERY		4,769,558
	Appropriate additional expense for Solid		
	Waste Fleet Replacement. Due to a price		
	hike in purchasing three side loader		
	chassis, negotiated down from \$41,151 to		
	\$25,151 per chassis, additional funds were		
	needed even after using reserves. This		
	amendment addresses the \$43,806		
	shortfall.	43,806	
	Budget Change Sub-total	43,806	
	Account Sub-total		4,813,364
	EXPENDITURES TOTAL	\$ 103,806	\$ 4,998,364

**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 <u>12th</u> day of September <u>2023</u>, 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:	APPROVED AS TO FORM:
Laura J. Calcote City Secretary	Holli C. Clements City Attorney



# **BUDGET AMENDMENT**

# **Budget Amendment**

- Solid Waste Hardware Conversion \$60,000
  - Additional costs initial quote did not account for:
    - Special collections hardware
    - Application development
    - Acquisition of three new vehicles
    - Two additional backup units
    - Other expense items such as training and freight
- □ Solid Waste Fleet Replacement \$43,806
  - Additional cost due to price increase for purchase of three side loader chassis

# Budget Amendment (cont'd)

Project	Expense	FY 2023 Budget	Budget Change	Amended Budget
Solid Waste Hardware Conversion	Computer Equip/Software	\$ 125,000	\$ 60,000	\$ 185,000
	Total Expense	\$ 125,000	\$ 60,000	\$ 185,000
Project	Expense	FY 2023 Budget	Budget Change	Amended Budget
Solid Waste Fleet Relacement	Equipment & Machinery	\$ 4,769,558	\$ 43,806	\$ 4,813,364
	Total Expense	\$ 4,769,558	\$ 43,806	\$ 4,813,364
				448

### Recommendation

City Council approve the ordinance amending the FY 2023 Annual Budget



### City of Killeen

#### **Staff Report**

File Number: DS-23-087

P&Z Update



PLANNING & ZONING COMMISSION QUARTERLY UPDATE

2

- The Planning and Zoning Commission meets the first and third Monday of every month, barring holidays.
- The Commission begins its workshop at 4:00 p.m., followed by a regular meeting at 5:00 p.m.
- The last Quarterly Update was provided to the Council on March 7, 2022.
- Since that time, the Planning and Zoning Commission has conducted seven (7) meetings.

- 2
- Since December 6, 2022, the Commission has reviewed:
  - □ Four (4) Preliminary Plats;
  - □ Two (2) Final Minor Plats;
  - One (1) Subdivision Variance;
  - Zero (0) Future Land Use Map (FLUM) amendment request;
  - Seven (7) zoning requests; and
  - Zero (0) amendments to the Code of Ordinances.

- Preliminary Plats:
  - Killeen East Trimmier DTP Addition (1 commercial lot and 1 lot for parkland/open space)
  - □ The Preserve at a Thousand Oaks (955 residential lots and 2 commercial lots)
  - Cen-Tex RV & Boat Storage Addition (2 commercial lots)
  - Destiny World Outreach and Avanti Legacy Parkview Addition (2 residential lots)

- Final Plats:
  - □ Killeen Mall Lot 1A, Block 1 Subdivision (1 commercial lot)
  - Michener Addition Replat (2 commercial lots)
  - Turnbo Ranch Phase IV (183 residential lots)
  - Turnbo Ranch Phase V (148 residential lots)
  - □ Turnbo Ranch Phase VI (244 residential lots)
  - Mitchell Farm Phase I (153 residential lots)

- 6
- Final Minor Replats:
  - Killeen Mall Lot 1A, Block 1 Subdivision (1 commercial lot)
    - Required Subdivision Variance for internal access easement

- Highway 195 Replat (1 residential and 1 commercial lot)
  - Required Subdivision Variance for flag lot

## **Approved Plats**

- Subdivision Variance:
  - □ Killeen Mall Lot 1A, Block 1 Subdivision allow use of an internal access easement
  - □ Highway 195 Replat allow length of flag lot projection to the street exceed five hundred feet

### FLUM Amendment Requests

- Two (2) FLUM amendment requests
  - □ FLUM23-01: 3.727 acres from 'PS' to 'RM' (East Trimmier Rd) Recommended <u>approval</u> on 3/20
  - □ FLUM23-02: 10.56 acres from 'NC' to 'I' (East Trimmier Rd) Recommended <u>approval</u> on 5/1

- Thirteen (13) zoning requests:
  - □ Z23-03: 2.34 acres from "A" to "NBD" w/ CUP (SH 195) Recommended approval on 3/20
  - □ Z23-05: 6.43 acres from "B-1" to "B-1" w/ CUP (Little Nolan Rd) Recommended <u>approval</u> on 3/20
  - □ Z23-07: Lot 1, Block 1, Skinner Estates Phase Two from "A" to "R-1" (Love Rd) Recommended <u>approval</u> on 3/20
  - □ Z23-10: 22.9 acres from "A" to "R-2" (Chaparral Road) Recommended <u>disapproval</u> on 4/3

- Z23-11: 21.16 acres from "A" to "B-2" w/ CUP (Featherline Rd) Recommended approval w/ conditions on 4/3
- Z23-12: 1.6 acres from "A" & "A-R1" to "B-3" (Trimmier Rd)
   Recommended <u>approval</u> on 4/3
- Z23-13: pt Lot 1, Block 1, Y & J Addition from "B-5" to "B-C-1" (W Veterans Memorial Blvd) Recommended <u>approval</u> on 4/17
- Z23-02: 1.098 acres from "R-1" to "B-3" (East Trimmier Rd)
   Recommended <u>approval</u> on 5/1

- Z23-14: 31.005 acres from "A-R1", "R-3A" & "B-3" to PUD w/ "SF-2", "R-3A" & "B-3" (Janelle Dr) Recommended approval on 5/1
- Z23-16: 0.268 acres from "R-2" to "R-3F" (18th St) –
   Recommended <u>approval</u> on 6/5
- Z23-06: 3.92 acres from "B-5" to "R-3A" (Illinois Ave) –
   Recommended <u>approval</u> on 7/17
- Z23-15: Amendment to Rosewood Springs PUD (Rosewood Dr) Recommended <u>approval</u> on 7/17

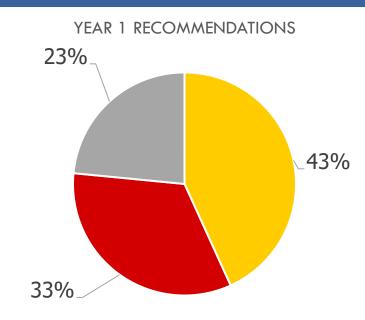
□ Z23-18: 1.00 acre from "R-1" to "M-1" (E Veterans Memorial Blvd) — Recommended <u>approval</u> on 7/17

### Code Amendments

- Two (2) amendments to the Code of Ordinances:
  - □ Chapter 31 Sec. 31-833 Demolition by neglect
  - □ Chapter 31 Architectural and Site Design Standards

### Comp Plan Implementation Progress

- Year 1 Recommendations:
  - □ COMPLETED / UNDERWAY 27
  - ONGOING 35
  - NOT UNDERWAY 19
  - TOTAL 81



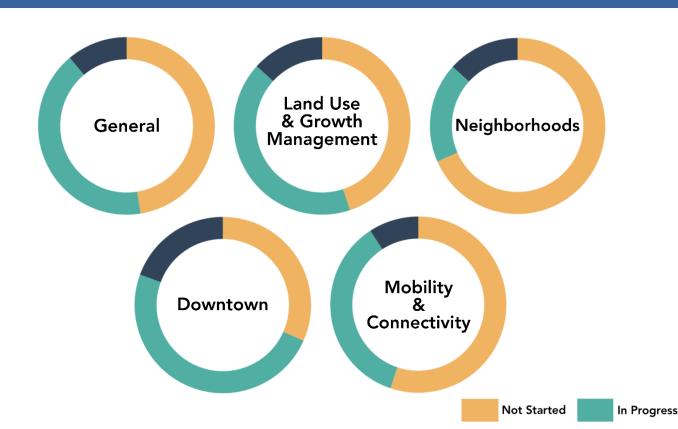
■ ONGOING ■ COMPLETED/UNDERWAY ■ NOT UNDERWAY

### Comp Plan Implementation Dashboard





### Comp Plan Implementation Dashboard



466

Complete

# Questions/Comments

The Planning and Zoning Commission will continue to do its part to facilitate Killeen's vision for the future and is looking forward to working with the Council, City staff and all citizens.

 I am available for any questions or comments that you may have.



### City of Killeen

#### **Staff Report**

File Number: DS-23-088

Discuss Commercial Truck Parking

## ECONOMIC DEVELOPMENT INCENTIVES FOR COMMERCIAL TRUCK PARKING

September 5, 2023

- On June 20, 2023, staff gave a presentation to the Council regarding potential ways to address the lack of commercial truck parking in Killeen.
- At that time, the Council directed staff to prepare a recommendation regarding economic development incentives for commercial truck parking.
- Staff has partnered with the Killeen Economic Development
   Corporation to prepare a recommendation for an incentive to attract commercial truck parking to Killeen.

- □ Approximately 1.392 acres
- Owned by KEDC
- Zoned "M-1" (Manufacturing District)
- Located within the Killeen Business Park
- Located within TIRZ #2



- 5
- Staff recommends that KEDC provide the property at 706 Swanner Loop to a private developer as an incentive to build a commercial truck parking facility in this location.
- □ The City Council may, by ordinance, waive development fees associated with this project.



#### City of Killeen

#### **Staff Report**

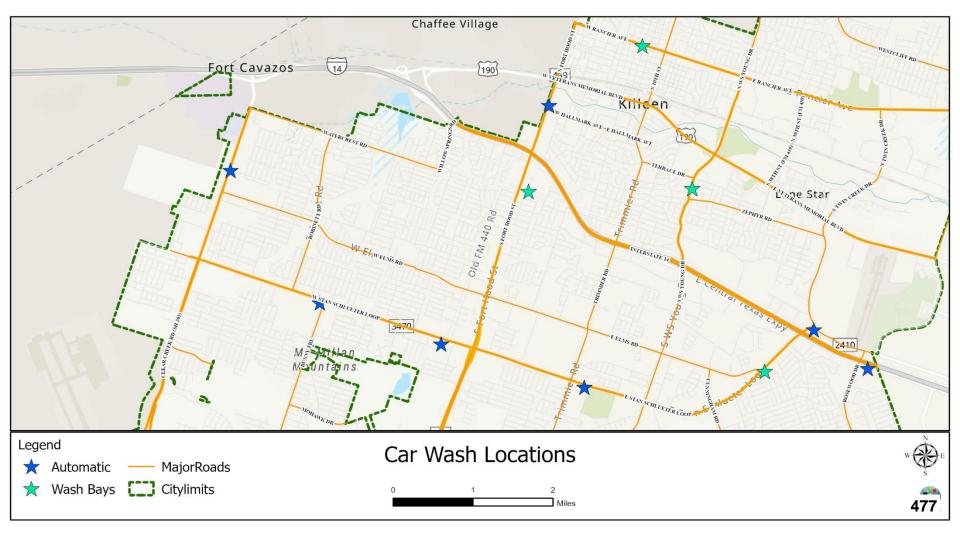
File Number: DS-23-089

Review of Car Wash Water Usage

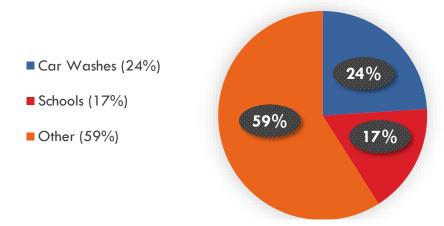
# REVIEW OF CAR WASH WATER USAGE AND REGULATORY OPTIONS

September 5, 2023

- City Council has requested that staff perform an analysis of the number of car washes throughout the city, along with the average water consumption.
- □ Staff compiled information for eleven (11) car washes:
  - 7 Automatic Car Washes
  - 4 Wash Bay Facilities
- In the process of gathering data, it was determined that all seven (7) automatic car washes have the capability to recycle their water.



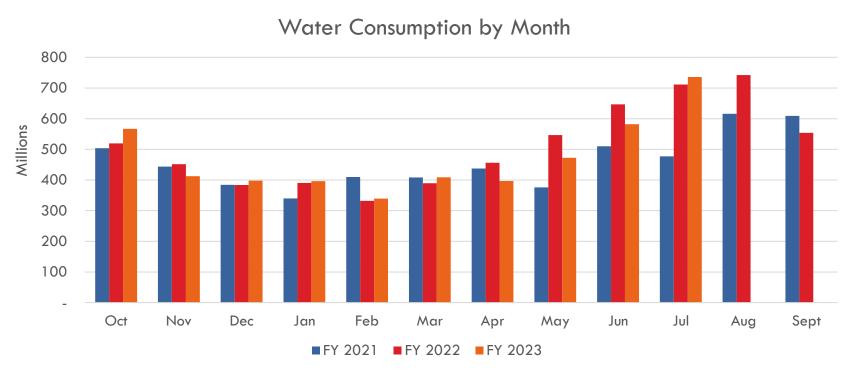
- In addition, staff identified the top ten (10) water consumption commercial users.
  - Four (4) of which are automatic car washes and make up 24% of the highest commercial consumption users.



## Top 10 Water Consumption

Company Name	Average Monthly Usage (Gallons)
Metroplex Hospital	235,120
MGC Pure Chemicals	193,820
KISD – Ellison High School	100,490
Lions Club Park	89,840
Today's Car Wash (Clear Creek Rd.)	66,890
Today's Car Wash (Stan Schlueter Lp.)	64,240
KISD - Shoemaker High School	62,130
WS Young Plaza	58,360
Today's Car Wash (Fort Hood St.)	54,810
Galaxies Car Wash	51,560 479

#### Water Consumption Trends



## Summary

- Automated car washes in Killeen employs an average of fifteen (15) employees each.
- On average 300 vehicles are washed at each automated car wash location daily.
- Studies show that automated are:
  - Gentle on the paint
  - Saves time as the average car wash is five (5) minutes
  - Environmentally responsible as wastewater is recycled or treated prior to discharge
  - Uses between 35-75 gallons of water per wash

#### Summary Cont.

- □ Studies show that handwashing cars at home is:
  - Time consuming
  - Uses between 80 150 gallons of water per wash
  - Not environmentally sound as it sends dirty water; contaminated by oil, gas, soap, and other cleaning chemicals directly back into the storm sewer system

- Adopt amendments to the Drought Contingency Plan
- Adopt amendments to the International Plumbing Code that would require new car washes to use a water recycling system or other water-saving methods.
  - The next International Plumbing Code update is set for release in 2024. The City usually adopts within a year of release.
- Adopt a Vehicle Wash Facility Certification program that would require car washes to complete an annual inspection and would prohibit certain dumping of water from RO systems.

## Regulatory Options Cont.

- Adopt an ordinance imposing a Moratorium of specific commercial development.
- □ To do so, City must issue:
  - written findings based on reasonably available information that the moratorium is justified by demonstrating that applying existing commercial development ordinances or regulations and other applicable laws is inadequate to prevent the new development from being detrimental to the public health, safety, or welfare of the residents of the municipality.

## Regulatory Options Cont.

- Development approved prior to adoption of moratorium is unaffected by the moratorium.
- Instituting a moratorium requires certain public notices and public hearings.
- Moratorium expires after 90 days but can be extended for an additional 90 days
- Moratorium must have the goal of adopting some type of regulation that addresses the health and safety concern while allowing the use.



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Discuss and consider setting a date for the City Council Annual Special Workshop/Townhall