



City of Killeen

Agenda

City Council

Tuesday, June 28, 2022

5:00 PM

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

Call to Order and Roll Call

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

Invocation

Pledge of Allegiance

Approval of Agenda

Citizen Comments

This section allows members of the public to address the Council regarding any item(s), other than a public hearing item, on the agenda for Council's consideration. Each person shall sign up in advance, may speak only one time, and such address shall be limited to four (4) minutes. The Presiding Officer may allow a one (1) minute extension, if requested at the end of the original three (3) minute period. A majority vote of the City Council is required for any other time extensions.

Consent Agenda

1. [RS-22-078](#) Consider a memorandum/resolution approving the investment reports for the quarter ended December 31, 2021 and March 31, 2022.
Attachments: [Quarterly Report 12-31-2021](#)
[Quarterly Report 03-31-2022](#)
[Presentation](#)
2. [RS-22-079](#) Consider a memorandum/resolution authorizing the procurement of ten police patrol vehicles from Silsbee Ford in the amount of \$756,817.
Attachments: [Quote](#)
[Certificate of Interested Parties](#)
[Presentation](#)
3. [RS-22-080](#) Consider a memorandum/resolution to award RFP #22-14, Emergency Medical Services Billing and Fire Service Fee Recovery, to LifeQuest

Services in the amount of 4.0% of net revenues collected.

Attachments: [Contract](#)
[Certificate of Interested Parties](#)
[Presentation](#)

4. [RS-22-081](#) Consider a memorandum/resolution authorizing maintenance and repair of HVAC equipment by The Brandt Companies, LLC in an amount not to exceed \$92,005 in Fiscal Year 2022.

Attachments: [Renewal Letter](#)
[Certificate of Interested Parties](#)
[Presentation](#)

5. [RS-22-082](#) Consider a memorandum/resolution authorizing a Professional Services Agreement with Kimley-Horn for the design of the 12-inch Sewer Main in Trimmier Creek Basin Project in the amount of \$334,883.

Attachments: [Agreement](#)
[Certificate of Interested Parties](#)
[Presentation](#)

6. [RS-22-083](#) Consider a memorandum/resolution authorizing Addendum No. 7 to the Amended and Restated Water Supply Contract with WCID for the Lake Belton Water Plant Power Resilience Project.

Attachments: [Addendum](#)
[General Certificate](#)
[Resolution](#)
[Exhibit B](#)
[Exhibit C](#)
[Presentation](#)

7. [RS-22-084](#) Consider a memorandum/resolution awarding RFP# 22-12, Landscape Services, to Heart of Texas Landscape & Irrigation Co., Inc. in the amount of \$210,000.

Attachments: [RFP# 22-12](#)
[Evaluation Matrix](#)
[Contract](#)
[Certificate of Interested Parties](#)
[Presentation](#)

8. [RS-22-085](#) Consider a memorandum/resolution authorizing the purchase of a replacement playscape at Stewart Park from Heartland Play in the amount of \$292,670.

Attachments: [Quote](#)
[Certificate of Interested Parties](#)
[Presentation](#)

9. [RS-22-086](#) Consider a memorandum/resolution authorizing the purchase of replacement equipment for the Junior Service League Splash Pad in Long Branch Park from Heartland Play in the amount of \$143,738.75.
Attachments: [Quote](#)
[Certificate of Interested Parties](#)
[Presentation](#)
10. [RS-22-087](#) Consider a memorandum/resolution authorizing the procurement of audio-video equipment upgrades at the Utility Collections building from Rushworks in the amount of \$165,298.50.
Attachments: [Quote](#)
[Certificate of Interested Parties](#)
[Presentation](#)
11. [RS-22-088](#) Consider a memorandum/resolution authorizing the procurement of a data center firewall and network switches from Netsync in the amount of \$259,306.30.
Attachments: [Quote](#)
[Certificate of Interested Parties](#)
[Presentation](#)
12. [RS-22-089](#) Consider a memorandum/resolution declaring a public purpose and approving Nonprofit Youth Organization Grant allocations.
Attachments: [Presentation](#)
13. [RS-22-090](#) Consider a memorandum/resolution rejecting all bids for Bid No. 22-16, Fire Station #5 Bay Remodel.
Attachments: [Letter of Recommendation](#)
[Presentation](#)
14. [RS-22-091](#) Consider a memorandum/resolution appointing a Court Administrator.
Attachments: [Resume](#)
[Presentation](#)
15. [RS-22-092](#) Consider a memorandum/resolution renewing Group Employee Medical and Pharmaceutical Benefits with United Healthcare and employee dental insurance with MetLife, effective October 1, 2022.
Attachments: [Presentation](#)

Resolutions

16. [RS-22-094](#) Consider a memorandum/resolution readopting the Governing Standards and Expectations as amended.
Attachments: [DRAFT Governing Standards and Expectations](#)

[Presentation](#)

17. [RS-22-068](#) Consider a memorandum/resolution appointing councilmembers to various boards and commissions.
Attachments: [Presentation](#)
18. [RS-22-093](#) Consider a memorandum/resolution declaring vacancies on various citizen boards and commissions and appointing members to fill the unexpired terms.
Attachments: [Presentation](#)

Public Hearings

19. [PH-22-046](#) HOLD a public hearing and consider an ordinance authorizing the 2022-2023 Annual Action Plan describing use of funds and authorizing application for and allocation of Community Development Block Grant (CDBG) and Home Investment Partnerships (HOME) program funds. (1st of 2 Public Hearings)
Attachments: [Requests and Recommendations](#)
[Minutes](#)
[Ordinance](#)
[Presentation](#)
20. [PH-22-047](#) HOLD a public hearing and consider an ordinance requested by Republic Engineering & Development Services on behalf of the Sheryl Yowell Anderson 1998 Trust Et Al. (Case #FLUM 22-18) to amend the Comprehensive Plan's Future Land Use Map (FLUM) from an 'Estate' (E) designation to a 'Planned Development' (PD) designation for approximately 390.72 acres out of the M. J. Pleasant Survey, Abstract No. 652 and the S. D. Carothers Survey, Abstract No. 177. The property is locally addressed as 4244 Stagecoach Road, Killeen, Texas.
Attachments: [Maps](#)
[Minutes](#)
[Ordinance](#)
[Presentation](#)
22. [PH-22-049](#) HOLD a public hearing and consider an ordinance amending the Code of Ordinances, Chapter 31 Zoning to amend the boundaries of the Historic Overlay District (HOD) by removing 507 N. Gray Street from the HOD.
Attachments: [Maps](#)
[Minutes](#)
[Ordinance](#)
[Responses](#)
[Presentation](#)

23. [PH-22-050](#) HOLD a public hearing and consider an ordinance amending the Code of Ordinances Chapter 31 Zoning to provide for a special exception process to the architectural and site design standards.

Attachments: [Minutes](#)

[Ordinance](#)

[Presentation](#)

Adjournment

I certify that the above notice of meeting was posted on the Internet and on the bulletin boards at Killeen City Hall and at the Killeen Police Department on or before 5:00 p.m. on June 24, 2022.

Lucy C. Aldrich, City Secretary

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

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

Notice of Meetings

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

- Little Free Library Ribbon Cutting, June 29, 2022, 8:30 a.m., Heritage Oaks Hike & Bike Trail
- IGSA Signing Ceremony, June 29, 2022, 3:00 p.m., Animal Control Facility - Fort Hood
- Independence Day Extravaganza, July 2, 2022, 4:00 p.m., Downtown Killeen
- Chaparral High School Dedication Ceremony, August 4, 2022, 6:00 p.m., Chaparral High School
- Chaparral High School First Day of School, August 15, 2022, 8:45 a.m., Chaparral High School

Dedicated Service -- Every Day, for Everyone!



City of Killeen

Staff Report

File Number: RS-22-078

1	City Council Workshop	06/21/2022	Reviewed and Referred	City Council	06/28/2022
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Consider a memorandum/resolution approving the investment reports for the quarter ended December 31, 2021 and March 31, 2022.

DATE: June 21, 2022
TO: Kent Cagle, City Manager
FROM: Jonathan Locke, Executive Director of Finance
SUBJECT: Quarterly Investment Report

BACKGROUND AND FINDINGS:

The attached investment reports summarize all investment activity for the quarter ended December 31, 2021 and March 31, 2022. The highlights of the report are as follows:

Quarter ended December 31, 2021:

	Jul. - Sep. 2021	Oct. - Dec. 2021	Change	
Interest Income	\$111,479	\$95,652	-14.20%	
Investment Balance	\$141,304,268	\$160,214,499	13.38%	
Average Yield	0.29%	0.26%	-10.34%	

Quarter ended March 31, 2022:

	Oct. - Dec. 2021	Jan. - Mar. 2022	Change	
Interest Income	\$95,652	\$81,222	-15.09%	
Investment Balance	\$160,214,499	\$198,682,268	24.01%	
Average Yield	0.26%	0.22%	-15.38%	

THE ALTERNATIVES CONSIDERED:

N/A

Which alternative is recommended? Why?

N/A

CONFORMITY TO CITY POLICY:

The City of Killeen’s investment policy requires that a quarterly report of investment activity be submitted to the City Council within a reasonable time after the end of each quarter. The quarterly report includes a detailed description of the investment position of the City, summarizes the investment activity in each pooled fund group, states the total rate of return on the investment portfolio, and contains information regarding the market value and book value of each separately invested asset.

FINANCIAL IMPACT:

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

N/A

Is this a one-time or recurring expenditure?

N/A

Is this expenditure budgeted?

N/A

If not, where will the money come from?

N/A

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

N/A

RECOMMENDATION:

City Council approve the attached investment reports for the quarter that ended December 31, 2021 and March 31, 2022.

DEPARTMENTAL CLEARANCES:

Legal

ATTACHED SUPPORTING DOCUMENTS:

Quarterly Investment Reports



City of Killeen

QUARTERLY INVESTMENT REPORT

For the Quarter Ended

December 31, 2021

Prepared by

Valley View Consulting, L.L.C.

The investment portfolio of the City of Killeen is in compliance with the Public Funds Investment Act and the Investment Policy and Strategies.

Jonathan Locke, Executive Director of Finance

Judith Tangalin, Controller

Disclaimer: These reports were compiled using information provided by the City. No procedures were performed to test the accuracy or completeness of this information. The market values included in these reports were obtained by Valley View Consulting, L.L.C. from sources believed to be accurate and represent proprietary valuation. Due to market fluctuations these levels are not necessarily reflective of current liquidation values. Yield calculations are not determined using standard performance formulas, are not representative of total return yields and do not account for investment advisor fees.

Summary

Quarter End Results by Investment Category:

Asset Type	September 30, 2021		December 31, 2021		
	Book Value	Market Value	Book Value	Market Value	Ave. Yield
Demand Accounts	\$ 3,746,223	\$ 3,746,223	\$ 4,805,239	\$ 4,805,239	0.67%
Pools/MMA	22,189,612	22,189,612	43,164,796	43,164,796	0.10%
Securities/CDs	115,368,432	115,368,432	112,244,464	112,244,464	0.30%
Totals	\$ 141,304,268	\$ 141,304,268	\$ 160,214,499	\$ 160,214,499	0.26%

<u>Current Quarter Average Yield (1)</u>		<u>Fiscal Year-to-Date Average Yield (2)</u>	
Total Portfolio	0.26%	Total Portfolio	0.26%
Rolling Three Month Treasury	0.06%	Rolling Three Month Treasury	0.06%
Rolling Six Month Treasury	0.08%	Rolling Six Month Treasury	0.08%
TexPool	0.04%	TexPool	0.04%

	<u>Interest Earnings (Approximate)</u>	<u>Bank Fees Offset</u>
Quarterly	\$ 95,652	\$ 11,033
Year-to-date	\$ 95,652	\$ 11,033

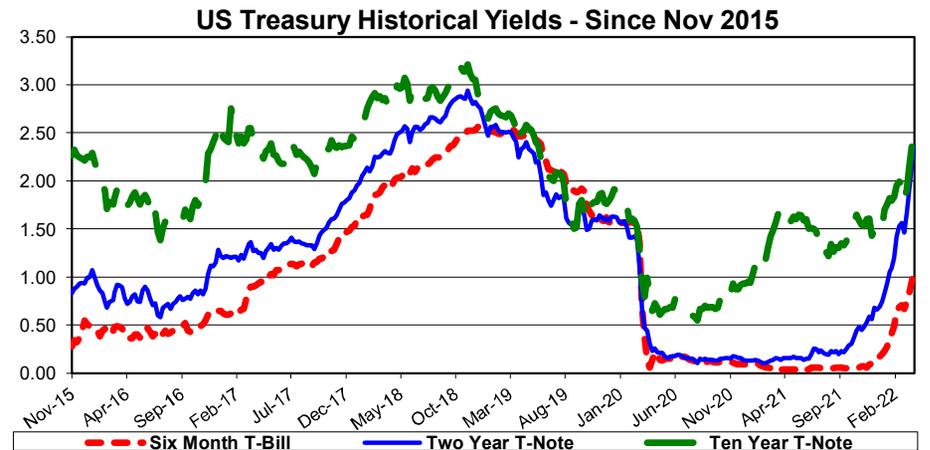
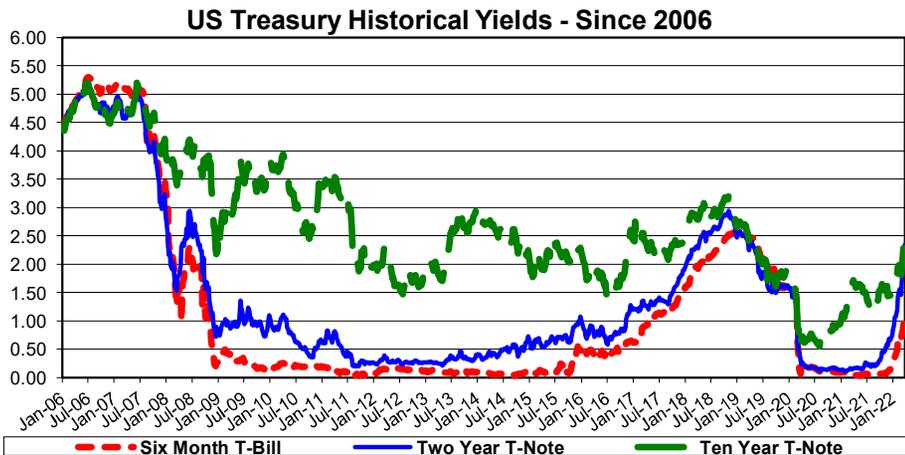
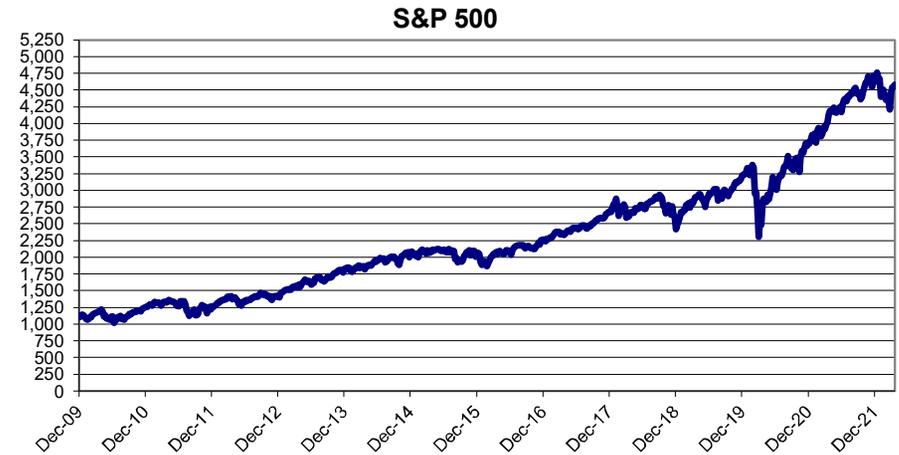
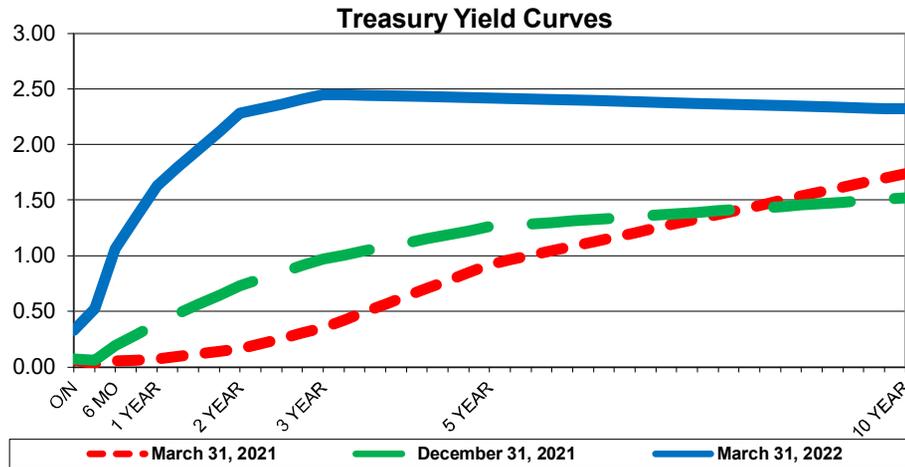
(1) **Current Quarter Weighted Average Yield** - calculated using quarter end report yields and adjusted book values; does not reflect a total return analysis, realized or unrealized gains/losses, or account for advisory fees. The yield for the reporting month is used for bank, pool, and money market balances.

(2) **Fiscal Year-to-Date Weighted Average Yields** - calculated using quarter end report yields and adjusted book values and does not reflect a total return analysis or account for advisory fees.

Economic Overview

3/31/2022

The Federal Open Market Committee (FOMC) **raised** the Fed Funds target range to 0.25% to 0.50% (Effective Fed Funds are trading +/-0.30%). The FOMC ended monthly security purchases and may begin reducing their balance sheet. The market projection 4 to 6 more increases this calendar year. Final Fourth Quarter GDP recorded +6.9%. March Non-Farm Payroll missed estimates adding 431k net new jobs. Decreasing the Three Month Average NFP to 562k. Crude oil declined to +/- \$100 per barrel. The Stock Markets have recovered from the "correction" and slowly regained some lost ground. Some domestic economic indicators, including housing, softened. Inflation remained well over the FOMC 2% target (Core PCE +/-5.4%). The FOMC Fed Funds target projections pushed the yield curve to a Three Year Maturity peak.



Investment Holdings

December 31, 2021

Description	Ratings	Coupon/ Discount	Maturity Date	Settlement Date	Par Value	Book Value	Market Price	Market Value	Life (Days)	Yield
BBVA Demand Account (3)		0.67%	01/01/22	12/31/21	\$ 4,795,650	\$ 4,795,650	1.00	\$ 4,795,650	1	0.67%
Cash on Hand		0.00%	01/01/22	12/31/21	8,590	8,590	1.00	8,590	1	0.00%
Hometown Cash on Hand		0.00%	01/01/22	12/31/21	1,000	1,000	1.00	1,000	1	0.00%
Bank of America		0.00%	01/01/22	12/31/21	126,000	126,000	1.00	126,000	1	0.00%
BBVA MMA		0.01%	01/01/22	12/31/21	1,446,725	1,446,725	1.00	1,446,725	1	0.01%
Prosperity Bank MMA		0.09%	01/01/22	12/31/21	3,391,923	3,391,923	1.00	3,391,923	1	0.09%
Veritex Community Bank MMA		0.10%	01/01/22	12/31/21	8,128,986	8,128,986	1.00	8,128,986	1	0.10%
NexBank MMA		0.40%	01/01/22	12/31/21	7,602,337	7,602,337	1.00	7,602,337	1	0.40%
TexSTAR	AAAm	0.01%	01/01/22	12/31/21	22,468,825	22,468,825	1.00	22,468,825	1	0.01%
Bank OZK CD		0.60%	01/04/22	05/12/20	3,028,730	3,028,730	100.00	3,028,730	4	0.60%
Central Nat'l Bank CD		1.66%	01/04/22	03/04/20	3,088,148	3,088,148	100.00	3,088,148	4	1.67%
Prosperity Bank CD		0.40%	03/01/22	08/11/20	2,512,546	2,512,546	100.00	2,512,546	60	0.40%
Prosperity Bank CD		0.40%	04/01/22	08/11/20	2,512,546	2,512,546	100.00	2,512,546	91	0.40%
Prosperity Bank CD		0.40%	05/03/22	09/01/20	1,005,007	1,005,007	100.00	1,005,007	123	0.40%
Prosperity Bank CD		0.40%	06/01/22	09/01/20	2,010,015	2,010,015	100.00	2,010,015	152	0.40%
Prosperity Bank CD		0.20%	06/01/22	04/08/21	2,002,676	2,002,676	100.00	2,002,676	152	0.20%
Bank OZK CD		0.25%	06/09/22	12/09/20	1,102,764	1,102,764	100.00	1,102,764	160	0.25%
Allegiance Bank CD		0.20%	06/09/22	12/09/20	6,212,409	6,212,409	100.00	6,212,409	160	0.20%
Prosperity Bank CD		0.40%	07/01/22	09/01/20	5,451,856	5,451,856	100.00	5,451,856	182	0.40%
Prosperity Bank CD		0.20%	07/01/22	04/08/21	4,005,351	4,005,351	100.00	4,005,351	182	0.20%
Veritex Community Bank CD		0.24%	07/01/22	2/5/2021	6,010,777	6,010,777	100.00	6,010,777	182	0.24%
Prosperity Bank CD		0.20%	08/01/22	3/3/2021	3,004,524	3,004,524	100.00	3,004,524	213	0.20%
Bank OZK CD		0.28%	08/01/22	12/02/20	6,016,882	6,016,882	100.00	6,016,882	213	0.28%
Veritex Community Bank CD		0.18%	08/02/22	12/23/20	3,005,404	3,005,404	100.00	3,005,404	214	0.18%
Veritex Community Bank CD		0.18%	09/01/22	12/23/20	5,009,006	5,009,006	100.00	5,009,006	244	0.18%
Veritex Community Bank CD		0.19%	09/30/22	12/23/20	5,009,507	5,009,507	100.00	5,009,507	273	0.19%
Bank OZK CD		0.28%	12/09/22	12/09/20	8,925,041	8,925,041	100.00	8,925,041	343	0.28%
Prosperity Bank CD		0.20%	01/04/23	04/08/21	6,008,027	6,008,027	100.00	6,008,027	369	0.20%
Prosperity Bank CD		0.20%	03/01/23	06/02/21	2,002,006	2,002,006	100.00	2,002,006	425	0.20%
Prosperity Bank CD		0.20%	04/03/23	06/02/21	2,002,006	2,002,006	100.00	2,002,006	458	0.20%
Veritex Community Bank CD		0.20%	05/01/23	06/02/21	1,001,003	1,001,003	100.00	1,001,003	486	0.20%
Veritex Community Bank CD		0.24%	06/01/23	08/02/21	5,003,025	5,003,025	100.00	5,003,025	517	0.24%
Veritex Community Bank CD		0.20%	06/01/23	09/03/21	2,000,997	2,000,997	100.00	2,000,997	517	0.20%
Veritex Community Bank CD		0.25%	07/03/23	08/02/21	9,305,860	9,305,860	100.00	9,305,860	549	0.25%
Veritex Community Bank CD		0.21%	07/03/23	09/03/21	5,002,618	5,002,618	100.00	5,002,618	549	0.21%
Veritex Community Bank CD		0.21%	08/01/23	09/03/21	5,002,618	5,002,618	100.00	5,002,618	578	0.21%

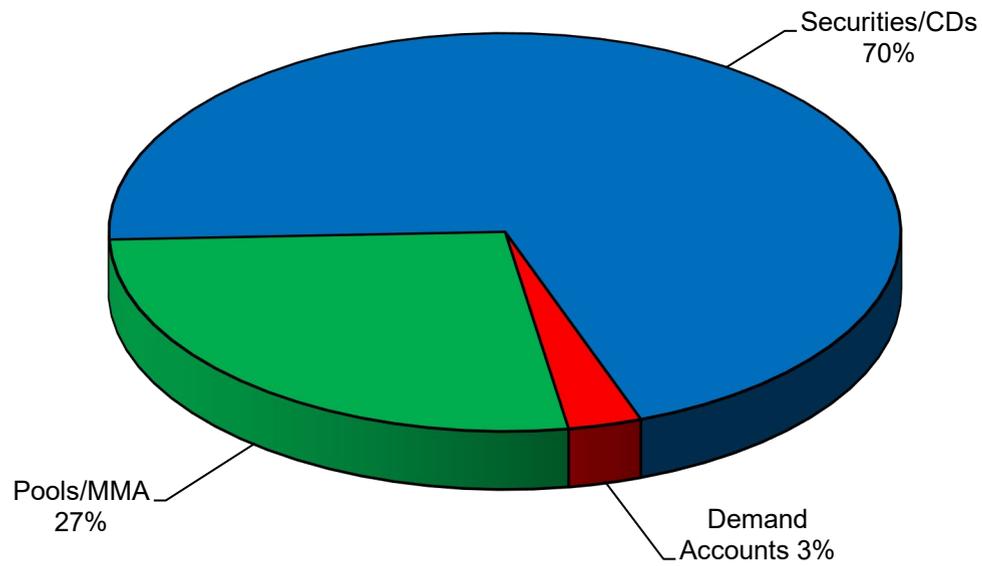
Description	Ratings	Coupon/ Discount	Maturity Date	Settlement Date	Par Value	Book Value	Market Price	Market Value	Life (Days)	Yield
Veritex Community Bank CD		0.25%	09/01/23	09/03/21	5,003,116	5,003,116	100.00	5,003,116	609	0.25%
						<u>\$160,214,499</u>	<u>\$ 160,214,499</u>	<u>\$160,214,499</u>	<u>220</u>	<u>0.26%</u>
									(1)	(2)

(1) **Weighted average life** - For purposes of calculating weighted average life, cash equivalent investments are assumed to have a one day maturity.

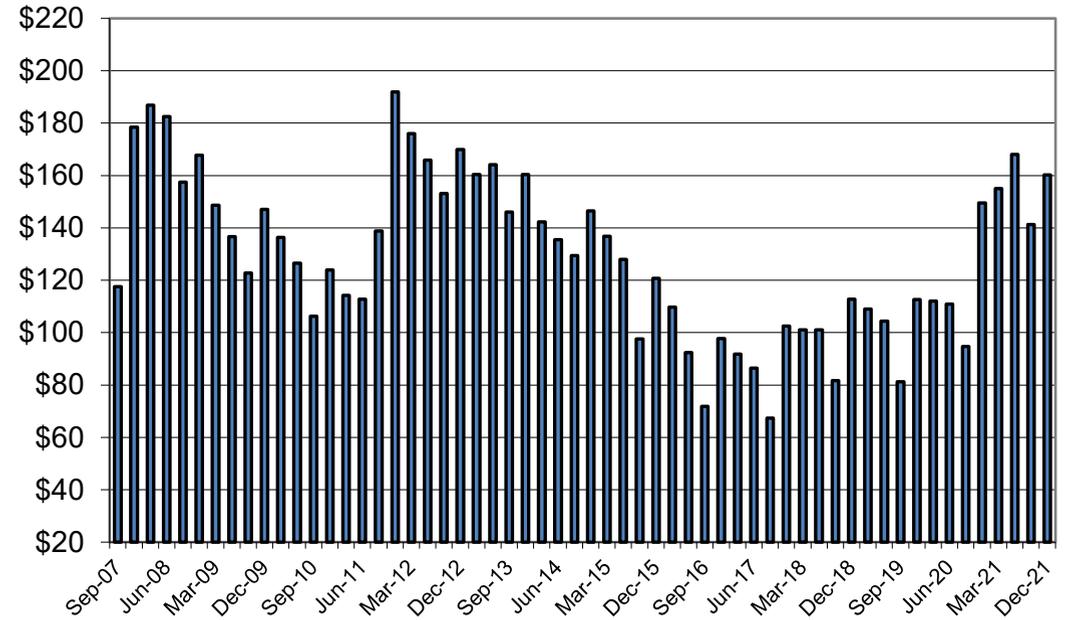
(2) **Weighted average yield to maturity** - The weighted average yield to maturity is based on adjusted book value, realized and unrealized gains/losses and investment advisory fees are not considered. The yield for the reporting month is used for cash equivalent investments.

(3) **Bank Fees Offset Equivalent Yield** - Compensating balance in bank operating account yielded a blended equivalent investment yield as a result of Bank fees offset.

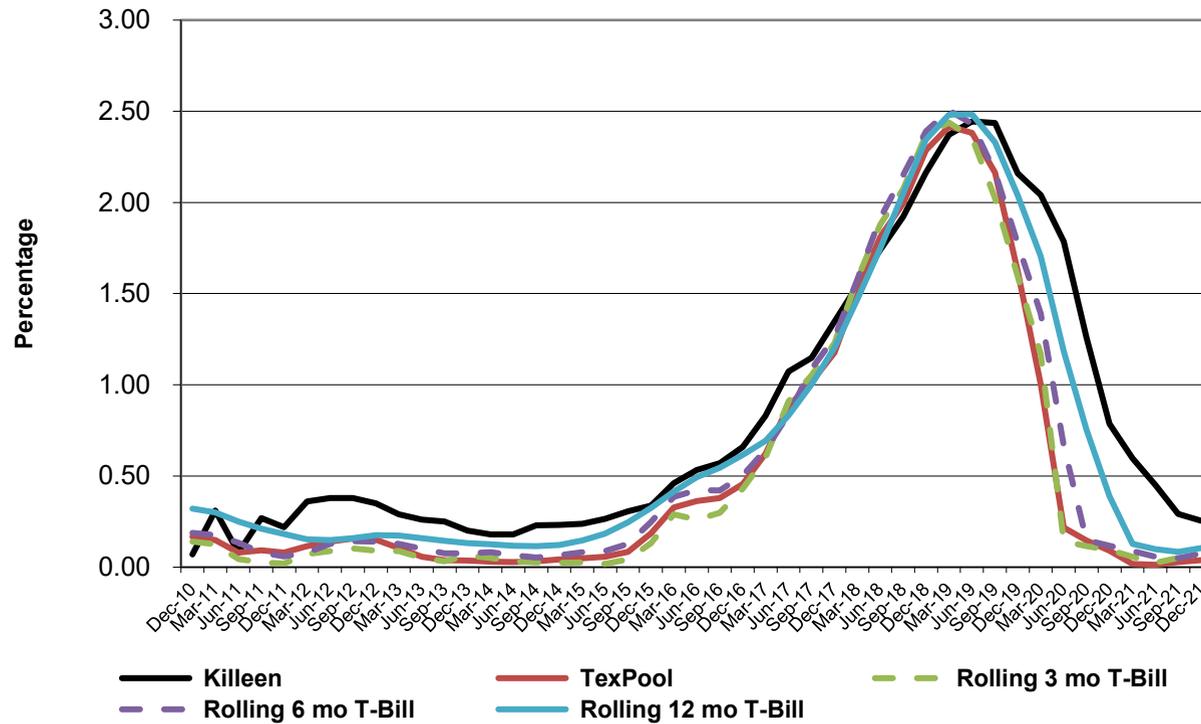
Portfolio Composition



Total Portfolio (Millions)



Total Portfolio Performance



Book & Market Value Comparison

Issuer/Description	Yield	Maturity Date	Book Value 09/30/21	Increases	Decreases	Book Value 12/31/21	Market Value 09/30/21	Change in Market Value	Market Value 12/31/21
BBVA Demand Account	0.67%	01/01/22	\$ 3,734,714	\$ 1,060,935	\$ -	\$ 4,795,650	\$ 3,734,714	\$ 1,060,935	\$ 4,795,650
Cash on Hand	0.00%	01/01/22	10,400	-	(1,810)	8,590	10,400	(1,810)	8,590
Hometown Cash on Hand	0.00%	01/01/22	1,109	-	(109)	1,000	1,109	(109)	1,000
Bank of America	0.00%	01/01/22	-	126,000	-	126,000	-	126,000	126,000
BBVA MMA	0.01%	01/01/22	1,446,676	48	-	1,446,725	1,446,676	48	1,446,725
Prosperity Bank MMA	0.09%	01/01/22	4,183,140	-	(791,218)	3,391,923	4,183,140	(791,218)	3,391,923
Veritex Community Bank MMA	0.10%	01/01/22	8,126,993	1,993	-	8,128,986	8,126,993	1,993	8,128,986
NexBank MMA	0.40%	01/01/22	7,594,678	7,660	-	7,602,337	7,594,678	7,660	7,602,337
TexSTAR	0.01%	01/01/22	838,124	21,630,701	-	22,468,825	838,124	21,630,701	22,468,825
East West Bank CD	0.26%	12/09/21	3,206,754	-	(3,206,754)	-	3,206,754	(3,206,754)	-
Bank OZK CD	0.60%	01/04/22	3,024,197	4,533	-	3,028,730	3,024,197	4,533	3,028,730
Central Nat'l Bank CD	1.67%	01/04/22	3,075,458	12,690	-	3,088,148	3,075,458	12,690	3,088,148
Prosperity Bank CD	0.40%	03/01/22	2,510,015	2,531	-	2,512,546	2,510,015	2,531	2,512,546
Prosperity Bank CD	0.40%	04/01/22	2,510,015	2,531	-	2,512,546	2,510,015	2,531	2,512,546
Prosperity Bank CD	0.40%	05/03/22	1,004,006	1,001	-	1,005,007	1,004,006	1,001	1,005,007
Prosperity Bank CD	0.40%	06/01/22	2,008,012	2,003	-	2,010,015	2,008,012	2,003	2,010,015
Prosperity Bank CD	0.20%	06/01/22	2,001,677	998	-	2,002,676	2,001,677	998	2,002,676
Bank OZK CD	0.25%	06/09/22	1,102,074	690	-	1,102,764	1,102,074	690	1,102,764
Allegiance Bank CD	0.20%	06/09/22	6,209,313	3,096	-	6,212,409	6,209,313	3,096	6,212,409
Prosperity Bank CD	0.40%	07/01/22	5,446,425	5,432	-	5,451,856	5,446,425	5,432	5,451,856
Prosperity Bank CD	0.20%	07/01/22	4,003,355	1,996	-	4,005,351	4,003,355	1,996	4,005,351
Veritex Community Bank CD	0.24%	07/01/22	6,007,143	3,634	-	6,010,777	6,007,143	3,634	6,010,777
Prosperity Bank CD	0.20%	08/01/22	3,003,026	1,498	-	3,004,524	3,003,026	1,498	3,004,524
Bank OZK CD	0.28%	08/01/22	6,012,668	4,213	-	6,016,882	6,012,668	4,213	6,016,882
Veritex Community Bank CD	0.18%	08/02/22	3,004,056	1,348	-	3,005,404	3,004,056	1,348	3,005,404
Veritex Community Bank CD	0.18%	09/01/22	5,006,759	2,247	-	5,009,006	5,006,759	2,247	5,009,006
Veritex Community Bank CD	0.19%	09/30/22	5,007,135	2,372	-	5,009,507	5,007,135	2,372	5,009,507
Bank OZK CD	0.28%	12/09/22	8,918,791	6,250	-	8,925,041	8,918,791	6,250	8,925,041
Prosperity Bank CD	0.20%	01/04/23	6,005,032	2,995	-	6,008,027	6,005,032	2,995	6,008,027
Prosperity Bank CD	0.20%	03/01/23	2,001,008	998	-	2,002,006	2,001,008	998	2,002,006
Prosperity Bank CD	0.20%	04/03/23	2,001,008	998	-	2,002,006	2,001,008	998	2,002,006
Veritex Community Bank CD	0.20%	05/01/23	1,000,504	499	-	1,001,003	1,000,504	499	1,001,003
Veritex Community Bank CD	0.24%	06/01/23	5,000,000	3,025	-	5,003,025	5,000,000	3,025	5,003,025
Veritex Community Bank CD	0.20%	06/01/23	2,000,000	997	-	2,000,997	2,000,000	997	2,000,997
Veritex Community Bank CD	0.25%	07/03/23	9,300,000	5,860	-	9,305,860	9,300,000	5,860	9,305,860
Veritex Community Bank CD	0.21%	07/03/23	5,000,000	2,618	-	5,002,618	5,000,000	2,618	5,002,618
Veritex Community Bank CD	0.21%	08/01/23	5,000,000	2,618	-	5,002,618	5,000,000	2,618	5,002,618
Veritex Community Bank CD	0.25%	09/01/23	5,000,000	3,116	-	5,003,116	5,000,000	3,116	5,003,116
TOTAL/AVERAGE	0.26%		\$ 141,304,268	\$ 22,910,122	\$ (3,999,891)	\$ 160,214,499	\$ 141,304,268	\$ 18,910,231	\$ 160,214,499

Allocation

December 31, 2021

Book & Market Value	Maturity Date	Total	Pooled Investments	General Fund	Special Revenue	Internal Services Fund	Enterprise Funds	Employee Benefit Trust
BBVA Demand Account	01/01/22	\$ 4,795,650	\$ 4,568,002	\$ -	\$ 88,470	\$ -	\$ 35	\$ 139,142
Cash on Hand	01/01/22	8,590	-	4,598	-	-	3,992	-
Hometown Cash on Hand	01/01/22	1,000	-	1,000	-	-	-	-
Bank of America	01/01/22	126,000	-	-	-	126,000	-	-
BBVA MMA	01/01/22	1,446,725	1,446,725	-	-	-	-	-
Prosperity Bank MMA	01/01/22	3,391,923	3,391,923	-	-	-	-	-
Veritex Community Bank MMA	01/01/22	8,128,986	8,128,986	-	-	-	-	-
NexBank MMA	01/01/22	7,602,337	7,602,337	-	-	-	-	-
TexSTAR	01/01/22	22,468,825	22,468,825	-	-	-	-	-
Bank OZK CD	01/04/22	3,028,730	3,028,730	-	-	-	-	-
Central Nat'l Bank CD	01/04/22	3,088,148	3,088,148	-	-	-	-	-
Prosperity Bank CD	03/01/22	2,512,546	2,512,546	-	-	-	-	-
Prosperity Bank CD	04/01/22	2,512,546	2,512,546	-	-	-	-	-
Prosperity Bank CD	05/03/22	1,005,007	1,005,007	-	-	-	-	-
Prosperity Bank CD	06/01/22	2,010,015	2,010,015	-	-	-	-	-
Prosperity Bank CD	06/01/22	2,002,676	2,002,676	-	-	-	-	-
Bank OZK CD	06/09/22	1,102,764	1,102,764	-	-	-	-	-
Allegiance Bank CD	06/09/22	6,212,409	6,212,409	-	-	-	-	-
Prosperity Bank CD	07/01/22	5,451,856	5,451,856	-	-	-	-	-
Prosperity Bank CD	07/01/22	4,005,351	4,005,351	-	-	-	-	-
Veritex Community Bank CD	07/01/22	6,010,777	6,010,777	-	-	-	-	-
Prosperity Bank CD	08/01/22	3,004,524	3,004,524	-	-	-	-	-
Bank OZK CD	08/01/22	6,016,882	6,016,882	-	-	-	-	-
Veritex Community Bank CD	08/02/22	3,005,404	3,005,404	-	-	-	-	-
Veritex Community Bank CD	09/01/22	5,009,006	5,009,006	-	-	-	-	-
Veritex Community Bank CD	09/30/22	5,009,507	5,009,507	-	-	-	-	-
Bank OZK CD	12/09/22	8,925,041	8,925,041	-	-	-	-	-
Prosperity Bank CD	01/04/23	6,008,027	6,008,027	-	-	-	-	-
Prosperity Bank CD	03/01/23	2,002,006	2,002,006	-	-	-	-	-
Prosperity Bank CD	04/03/23	2,002,006	2,002,006	-	-	-	-	-
Veritex Community Bank CD	05/01/23	1,001,003	1,001,003	-	-	-	-	-
Veritex Community Bank CD	06/01/23	5,003,025	5,003,025	-	-	-	-	-
Veritex Community Bank CD	06/01/23	2,000,997	2,000,997	-	-	-	-	-
Veritex Community Bank CD	07/03/23	9,305,860	9,305,860	-	-	-	-	-
Veritex Community Bank CD	07/03/23	5,002,618	5,002,618	-	-	-	-	-
Veritex Community Bank CD	08/01/23	5,002,618	5,002,618	-	-	-	-	-
Veritex Community Bank CD	09/01/23	5,003,116	5,003,116	-	-	-	-	-
Totals		\$ 160,214,499	\$ 159,851,262	\$ 5,598	\$ 88,470	\$ 126,000	\$ 4,027	\$ 139,142

Allocation

September 30, 2021

Book & Market Value	Maturity Date	Total	Pooled Investments	General Fund	Special Revenue	Enterprise Funds	Employee Benefit Trust
BBVA Demand Account	10/01/21	\$ 3,734,714	\$ 3,541,969	\$ -	\$ 72,205	\$ 35	\$ 120,506
Cash on Hand	10/01/21	10,400	-	4,400	2,000	4,000	-
Hometown Cash on Hand	10/01/21	1,109	-	1,109	-	-	-
BBVA MMA	10/01/21	1,446,676	1,446,676	-	-	-	-
Prosperity Bank MMA	10/01/21	4,183,140	4,183,140	-	-	-	-
Veritex Community Bank MMA	10/01/21	8,126,993	8,126,993	-	-	-	-
NexBank MMA	10/01/21	7,594,678	7,594,678	-	-	-	-
TexSTAR	10/01/21	838,124	838,124	-	-	-	-
East West Bank CD	12/09/21	3,206,754	3,206,754	-	-	-	-
Bank OZK CD	01/04/22	3,024,197	3,024,197	-	-	-	-
Central Nat'l Bank CD	01/04/22	3,075,458	3,075,458	-	-	-	-
Prosperity Bank CD	03/01/22	2,510,015	2,510,015	-	-	-	-
Prosperity Bank CD	04/01/22	2,510,015	2,510,015	-	-	-	-
Prosperity Bank CD	05/03/22	1,004,006	1,004,006	-	-	-	-
Prosperity Bank CD	06/01/22	2,008,012	2,008,012	-	-	-	-
Prosperity Bank CD	06/01/22	2,001,677	2,001,677	-	-	-	-
Bank OZK CD	06/09/22	1,102,074	1,102,074	-	-	-	-
Allegiance Bank CD	06/09/22	6,209,313	6,209,313	-	-	-	-
Prosperity Bank CD	07/01/22	5,446,425	5,446,425	-	-	-	-
Prosperity Bank CD	07/01/22	4,003,355	4,003,355	-	-	-	-
Veritex Community Bank CD	07/01/22	6,007,143	6,007,143	-	-	-	-
Prosperity Bank CD	08/01/22	3,003,026	3,003,026	-	-	-	-
Bank OZK CD	08/01/22	6,012,668	6,012,668	-	-	-	-
Veritex Community Bank CD	08/02/22	3,004,056	3,004,056	-	-	-	-
Veritex Community Bank CD	09/01/22	5,006,759	5,006,759	-	-	-	-
Veritex Community Bank CD	09/30/22	5,007,135	5,007,135	-	-	-	-
Bank OZK CD	12/09/22	8,918,791	8,918,791	-	-	-	-
Prosperity Bank CD	01/04/23	6,005,032	6,005,032	-	-	-	-
Prosperity Bank CD	03/01/23	2,001,008	2,001,008	-	-	-	-
Prosperity Bank CD	04/03/23	2,001,008	2,001,008	-	-	-	-
Veritex Community Bank CD	05/01/23	1,000,504	1,000,504	-	-	-	-
Veritex Community Bank CD	06/01/23	5,000,000	5,000,000	-	-	-	-
Veritex Community Bank CD	06/01/23	2,000,000	2,000,000	-	-	-	-
Veritex Community Bank CD	07/03/23	9,300,000	9,300,000	-	-	-	-
Veritex Community Bank CD	07/03/23	5,000,000	5,000,000	-	-	-	-
Veritex Community Bank CD	08/01/23	5,000,000	5,000,000	-	-	-	-
Veritex Community Bank CD	09/01/23	5,000,000	5,000,000	-	-	-	-
Totals		\$ 141,304,268	\$ 141,100,013	\$ 5,509	\$ 74,205	\$ 4,035	\$ 120,506



City of Killeen

QUARTERLY INVESTMENT REPORT

For the Quarter Ended

March 31, 2022

Prepared by

Valley View Consulting, L.L.C.

The investment portfolio of the City of Killeen is in compliance with the Public Funds Investment Act and the Investment Policy and Strategies.

Jonathan Locke, Executive Director of Finance

Judith Tangalin, Controller

Disclaimer: These reports were compiled using information provided by the City. No procedures were performed to test the accuracy or completeness of this information. The market values included in these reports were obtained by Valley View Consulting, L.L.C. from sources believed to be accurate and represent proprietary valuation. Due to market fluctuations these levels are not necessarily reflective of current liquidation values. Yield calculations are not determined using standard performance formulas, are not representative of total return yields and do not account for investment advisor fees.

Summary

Quarter End Results by Investment Category:

Asset Type	December 31, 2021		March 31, 2022		
	Book Value	Market Value	Book Value	Market Value	Ave. Yield
Demand Accounts	\$ 4,805,239	\$ 4,805,239	\$ 29,963,000	\$ 29,963,000	0.27%
Pools/MMA	43,164,796	43,164,796	65,041,682	65,041,682	0.15%
Securities/CDs	112,244,464	112,244,464	103,677,585	103,677,585	0.24%
Totals	\$ 160,214,499	\$ 160,214,499	\$ 198,682,268	\$ 198,682,268	0.22%

Current Quarter Average Yield (1)

Total Portfolio	0.22%
Rolling Three Month Treasury	0.31%
Rolling Six Month Treasury	0.36%
TexPool	0.15%

Fiscal Year-to-Date Average Yield (2)

Total Portfolio	0.24%
Rolling Three Month Treasury	0.18%
Rolling Six Month Treasury	0.22%
TexPool	0.10%

	Interest Earnings (Approximate)	Bank Fees Offset
Quarterly	\$ 81,222	\$ 17,532
Year-to-date	\$ 176,874	\$ 28,565

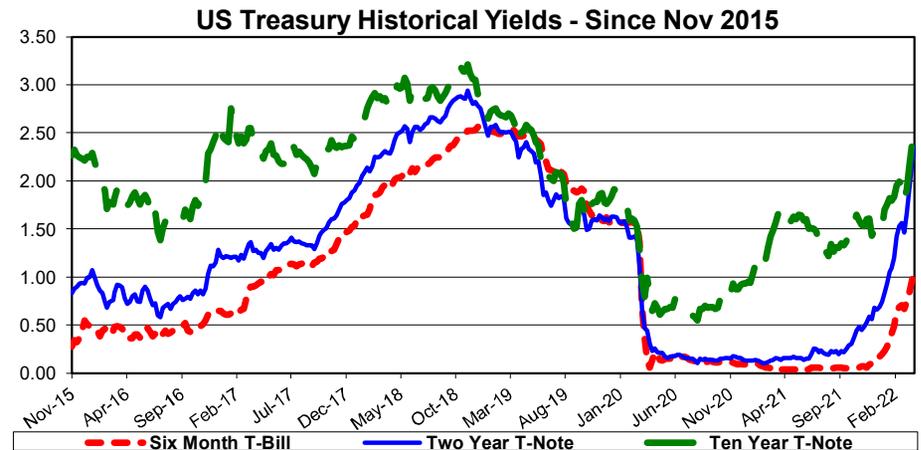
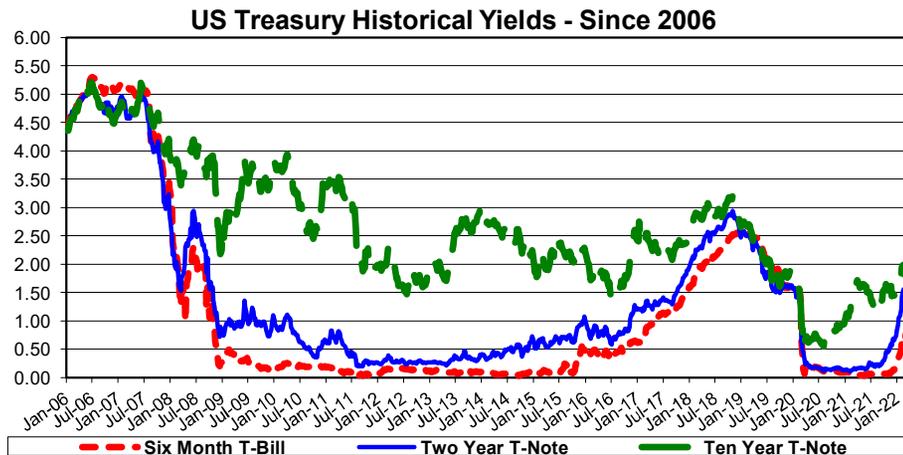
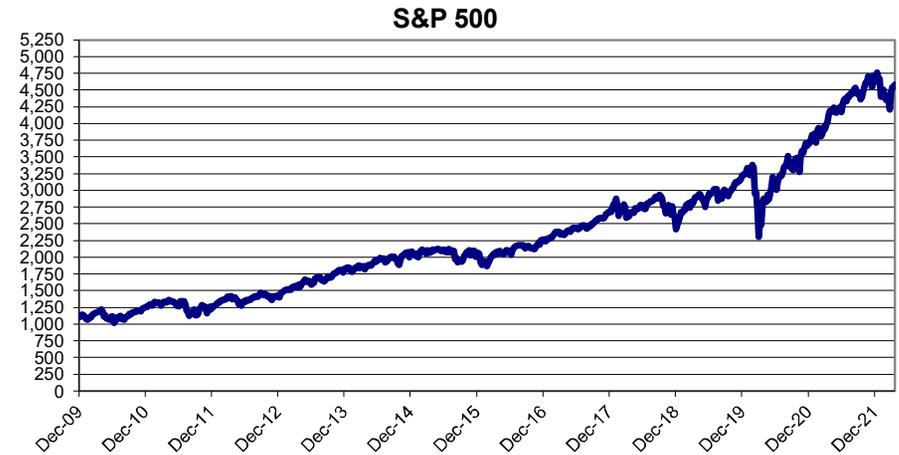
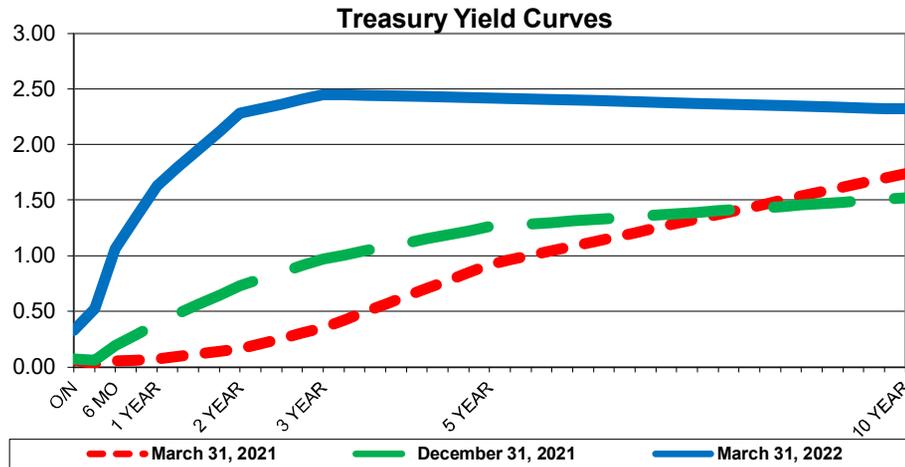
(1) **Current Quarter Weighted Average Yield** - calculated using quarter end report yields and adjusted book values; does not reflect a total return analysis, realized or unrealized gains/losses, or account for advisory fees. The yield for the reporting month is used for bank, pool, and money market balances.

(2) **Fiscal Year-to-Date Weighted Average Yields** - calculated using quarter end report yields and adjusted book values and does not reflect a total return analysis or account for advisory fees.

Economic Overview

3/31/2022

The Federal Open Market Committee (FOMC) **raised** the Fed Funds target range to 0.25% to 0.50% (Effective Fed Funds are trading +/-0.30%). The FOMC ended monthly security purchases and may begin reducing their balance sheet. The market projects 4 to 6 more increases this calendar year. Final Fourth Quarter GDP recorded +6.9%. March Non-Farm Payroll missed estimates adding 431k net new jobs. Decreasing the Three Month Average NFP to 562k. Crude oil declined to +/--\$100 per barrel. The Stock Markets have recovered from the "correction" and slowly regained some lost ground. Some domestic economic indicators, including housing, softened. Inflation remained well over the FOMC 2% target (Core PCE +/-5.4%). The FOMC Fed Funds target projections pushed the yield curve to a Three Year Maturity peak.



Investment Holdings

March 31, 2022

Description	Ratings	Coupon/ Discount	Maturity Date	Settlement Date	Par Value	Book Value	Market Price	Market Value	Life (Days)	Yield
BBVA Demand Account (3)		0.27%	04/01/22	03/31/22	\$ 29,953,411	\$ 29,953,411	1.00	\$ 29,953,411	1	0.27%
Cash on Hand		0.00%	04/01/22	03/31/22	8,590	8,590	1.00	8,590	1	0.00%
Hometown Cash on Hand		0.00%	04/01/22	03/31/22	1,000	1,000	1.00	1,000	1	0.00%
Bank of America Cash		0.00%	04/01/22	03/31/22	126,000	126,000	1.00	126,000	1	0.00%
BBVA MMA		0.01%	04/01/22	03/31/22	1,446,760	1,446,760	1.00	1,446,760	1	0.01%
Prosperity Bank MMA		0.18%	04/01/22	03/31/22	3,392,969	3,392,969	1.00	3,392,969	1	0.18%
Veritex Community Bank MMA		0.14%	04/01/22	03/31/22	8,131,350	8,131,350	1.00	8,131,350	1	0.14%
NexBank MMA		0.45%	04/01/22	03/31/22	7,610,151	7,610,151	1.00	7,610,151	1	0.45%
TexSTAR	AAAm	0.11%	04/01/22	03/31/22	44,334,453	44,334,453	1.00	44,334,453	1	0.11%
Prosperity Bank CD		0.40%	4/1/2022	08/11/20	2,515,079	2,515,079	100.00	2,515,079	1	0.40%
Prosperity Bank CD		0.40%	5/3/2022	09/01/20	1,005,999	1,005,999	100.00	1,005,999	33	0.40%
Prosperity Bank CD		0.40%	6/1/2022	09/01/20	2,011,997	2,011,997	100.00	2,011,997	62	0.40%
Prosperity Bank CD		0.20%	6/1/2022	04/08/21	2,003,663	2,003,663	100.00	2,003,663	62	0.20%
Bank OZK CD		0.25%	6/9/2022	12/09/20	1,103,447	1,103,447	100.00	1,103,447	70	0.25%
Allegiance Bank CD		0.20%	6/9/2022	12/09/20	6,215,473	6,215,473	100.00	6,215,473	70	0.20%
Prosperity Bank CD		0.40%	7/1/2022	09/01/20	5,457,234	5,457,234	100.00	5,457,234	92	0.40%
Prosperity Bank CD		0.20%	7/1/2022	04/08/21	4,007,326	4,007,326	100.00	4,007,326	92	0.20%
Veritex Community Bank CD		0.24%	7/1/2022	2/5/2021	6,014,413	6,014,413	100.00	6,014,413	92	0.24%
Prosperity Bank CD		0.20%	8/1/2022	3/3/2021	3,006,006	3,006,006	100.00	3,006,006	123	0.20%
Bank OZK CD		0.28%	8/1/2022	12/02/20	6,021,052	6,021,052	100.00	6,021,052	123	0.28%
Veritex Community Bank CD		0.18%	8/2/2022	12/23/20	3,006,738	3,006,738	100.00	3,006,738	124	0.18%
Veritex Community Bank CD		0.18%	9/1/2022	12/23/20	5,011,229	5,011,229	100.00	5,011,229	154	0.18%
Veritex Community Bank CD		0.19%	9/30/2022	12/23/20	5,011,854	5,011,854	100.00	5,011,854	183	0.19%
Bank OZK CD		0.28%	12/9/2022	12/09/20	8,931,227	8,931,227	100.00	8,931,227	253	0.28%
Prosperity Bank CD		0.20%	1/4/2023	04/08/21	6,010,990	6,010,990	100.00	6,010,990	279	0.20%
Prosperity Bank CD		0.20%	3/1/2023	06/02/21	2,002,994	2,002,994	100.00	2,002,994	335	0.20%
Prosperity Bank CD		0.20%	4/3/2023	06/02/21	2,002,994	2,002,994	100.00	2,002,994	368	0.20%
Veritex Community Bank CD		0.20%	5/1/2023	06/02/21	1,001,497	1,001,497	100.00	1,001,497	396	0.20%
Veritex Community Bank CD		0.24%	6/1/2023	08/02/21	5,006,051	5,006,051	100.00	5,006,051	427	0.24%
Veritex Community Bank CD		0.20%	6/1/2023	09/03/21	2,001,984	2,001,984	100.00	2,001,984	427	0.20%
Veritex Community Bank CD		0.25%	7/3/2023	08/02/21	9,311,724	9,311,724	100.00	9,311,724	459	0.25%
Veritex Community Bank CD		0.21%	7/3/2023	09/03/21	5,005,208	5,005,208	100.00	5,005,208	459	0.21%
Veritex Community Bank CD		0.21%	8/1/2023	09/03/21	5,005,208	5,005,208	100.00	5,005,208	488	0.21%
Veritex Community Bank CD		0.25%	9/1/2023	09/03/21	5,006,201	5,006,201	100.00	5,006,201	519	0.25%
					\$198,682,268	\$ 198,682,268		\$198,682,268	130	0.22%
									(1)	(2)

(1) **Weighted average life** - For purposes of calculating weighted average life, cash equivalent investments are assumed to have a one day maturity.

(2) **Weighted average yield to maturity** - The weighted average yield to maturity is based on adjusted book value, realized and unrealized gains/losses and investment advisory fees are not considered. The yield for the reporting month is used for cash equivalent investments.

(3) **Bank Fees Offset Equivalent Yield** - Compensating balance in bank operating account yielded a blended equivalent investment yield as a result of Bank fees offset.

Book & Market Value Comparison

Issuer/Description	Yield	Maturity Date	Book Value 12/31/21	Increases	Decreases	Book Value 03/31/22	Market Value 12/31/21	Change in Market Value	Market Value 03/31/22
BBVA Demand Account	0.27%	04/01/22	\$ 4,795,650	\$ 25,157,761	\$ -	\$ 29,953,411	\$ 4,795,650	\$ 25,157,761	\$ 29,953,411
Cash on Hand	0.00%	04/01/22	8,590	-	-	8,590	8,590	-	8,590
Hometown Cash on Hand	0.00%	04/01/22	1,000	-	-	1,000	1,000	-	1,000
Bank of America Cash	0.00%	04/01/22	126,000	-	-	126,000	126,000	-	126,000
BBVA MMA	0.01%	04/01/22	1,446,725	36	-	1,446,760	1,446,725	36	1,446,760
Prosperity Bank MMA	0.18%	04/01/22	3,391,923	1,046	-	3,392,969	3,391,923	1,046	3,392,969
Veritex Community Bank MMA	0.14%	04/01/22	8,128,986	2,363	-	8,131,350	8,128,986	2,363	8,131,350
NexBank MMA	0.45%	04/01/22	7,602,337	7,813	-	7,610,151	7,602,337	7,813	7,610,151
TexSTAR	0.11%	04/01/22	22,468,825	21,865,628	-	44,334,453	22,468,825	21,865,628	44,334,453
Bank OZK CD	0.60%	01/04/22	3,028,730	-	(3,028,730)	-	3,028,730	(3,028,730)	-
Central Nat'l Bank CD	1.67%	01/04/22	3,088,148	-	(3,088,148)	-	3,088,148	(3,088,148)	-
Prosperity Bank CD	0.40%	03/01/22	2,512,546	-	(2,512,546)	-	2,512,546	(2,512,546)	-
Prosperity Bank CD	0.40%	4/1/2022	2,512,546	2,533	-	2,515,079	2,512,546	2,533	2,515,079
Prosperity Bank CD	0.40%	5/3/2022	1,005,007	991	-	1,005,999	1,005,007	991	1,005,999
Prosperity Bank CD	0.40%	6/1/2022	2,010,015	1,982	-	2,011,997	2,010,015	1,982	2,011,997
Prosperity Bank CD	0.20%	6/1/2022	2,002,676	988	-	2,003,663	2,002,676	988	2,003,663
Bank OZK CD	0.25%	6/9/2022	1,102,764	683	-	1,103,447	1,102,764	683	1,103,447
Allegiance Bank CD	0.20%	6/9/2022	6,212,409	3,064	-	6,215,473	6,212,409	3,064	6,215,473
Prosperity Bank CD	0.40%	7/1/2022	5,451,856	5,377	-	5,457,234	5,451,856	5,377	5,457,234
Prosperity Bank CD	0.20%	7/1/2022	4,005,351	1,976	-	4,007,326	4,005,351	1,976	4,007,326
Veritex Community Bank CD	0.24%	7/1/2022	6,010,777	3,636	-	6,014,413	6,010,777	3,636	6,014,413
Prosperity Bank CD	0.20%	8/1/2022	3,004,524	1,482	-	3,006,006	3,004,524	1,482	3,006,006
Bank OZK CD	0.28%	8/1/2022	6,016,882	4,170	-	6,021,052	6,016,882	4,170	6,021,052
Veritex Community Bank CD	0.18%	8/2/2022	3,005,404	1,334	-	3,006,738	3,005,404	1,334	3,006,738
Veritex Community Bank CD	0.18%	9/1/2022	5,009,006	2,223	-	5,011,229	5,009,006	2,223	5,011,229
Veritex Community Bank CD	0.19%	9/30/2022	5,009,507	2,347	-	5,011,854	5,009,507	2,347	5,011,854
Bank OZK CD	0.28%	12/9/2022	8,925,041	6,185	-	8,931,227	8,925,041	6,185	8,931,227
Prosperity Bank CD	0.20%	1/4/2023	6,008,027	2,963	-	6,010,990	6,008,027	2,963	6,010,990
Prosperity Bank CD	0.20%	3/1/2023	2,002,006	987	-	2,002,994	2,002,006	987	2,002,994
Prosperity Bank CD	0.20%	4/3/2023	2,002,006	987	-	2,002,994	2,002,006	987	2,002,994
Veritex Community Bank CD	0.20%	5/1/2023	1,001,003	494	-	1,001,497	1,001,003	494	1,001,497
Veritex Community Bank CD	0.24%	6/1/2023	5,003,025	3,026	-	5,006,051	5,003,025	3,026	5,006,051
Veritex Community Bank CD	0.20%	6/1/2023	2,000,997	987	-	2,001,984	2,000,997	987	2,001,984
Veritex Community Bank CD	0.25%	7/3/2023	9,305,860	5,864	-	9,311,724	9,305,860	5,864	9,311,724
Veritex Community Bank CD	0.21%	7/3/2023	5,002,618	2,590	-	5,005,208	5,002,618	2,590	5,005,208
Veritex Community Bank CD	0.21%	8/1/2023	5,002,618	2,590	-	5,005,208	5,002,618	2,590	5,005,208
Veritex Community Bank CD	0.25%	9/1/2023	5,003,116	3,084	-	5,006,201	5,003,116	3,084	5,006,201
TOTAL/AVERAGE	0.22%		\$ 160,214,499	\$ 47,097,193	\$ (8,629,424)	\$ 198,682,268	\$ 160,214,499	\$ 38,467,769	\$ 198,682,268

Allocation

March 31, 2022

Book & Market Value	Maturity Date	Total	Pooled Investments	General Fund	Special Revenue	Internal Services Fund	Enterprise Funds	Employee Benefit Trust
BBVA Demand Account	04/01/22	\$ 29,953,411	\$ 29,696,778	\$ —	\$ 99,656	\$ —	\$ 35	\$ 156,942
Cash on Hand	04/01/22	8,590	—	4,598	—	—	3,992	—
Hometown Cash on Hand	04/01/22	1,000	—	1,000	—	—	—	—
Bank of America Cash	04/01/22	126,000	—	—	—	126,000	—	—
BBVA MMA	04/01/22	1,446,760	1,446,760	—	—	—	—	—
Prosperity Bank MMA	04/01/22	3,392,969	3,392,969	—	—	—	—	—
Veritex Community Bank MMA	04/01/22	8,131,350	8,131,350	—	—	—	—	—
NexBank MMA	04/01/22	7,610,151	7,610,151	—	—	—	—	—
TexSTAR	04/01/22	44,334,453	44,334,453	—	—	—	—	—
Prosperity Bank CD	4/1/2022	2,515,079	2,515,079	—	—	—	—	—
Prosperity Bank CD	5/3/2022	1,005,999	1,005,999	—	—	—	—	—
Prosperity Bank CD	6/1/2022	2,011,997	2,011,997	—	—	—	—	—
Prosperity Bank CD	6/1/2022	2,003,663	2,003,663	—	—	—	—	—
Bank OZK CD	6/9/2022	1,103,447	1,103,447	—	—	—	—	—
Allegiance Bank CD	6/9/2022	6,215,473	6,215,473	—	—	—	—	—
Prosperity Bank CD	7/1/2022	5,457,234	5,457,234	—	—	—	—	—
Prosperity Bank CD	7/1/2022	4,007,326	4,007,326	—	—	—	—	—
Veritex Community Bank CD	7/1/2022	6,014,413	6,014,413	—	—	—	—	—
Prosperity Bank CD	8/1/2022	3,006,006	3,006,006	—	—	—	—	—
Bank OZK CD	8/1/2022	6,021,052	6,021,052	—	—	—	—	—
Veritex Community Bank CD	8/2/2022	3,006,738	3,006,738	—	—	—	—	—
Veritex Community Bank CD	9/1/2022	5,011,229	5,011,229	—	—	—	—	—
Veritex Community Bank CD	9/30/2022	5,011,854	5,011,854	—	—	—	—	—
Bank OZK CD	12/9/2022	8,931,227	8,931,227	—	—	—	—	—
Prosperity Bank CD	1/4/2023	6,010,990	6,010,990	—	—	—	—	—
Prosperity Bank CD	3/1/2023	2,002,994	2,002,994	—	—	—	—	—
Prosperity Bank CD	4/3/2023	2,002,994	2,002,994	—	—	—	—	—
Veritex Community Bank CD	5/1/2023	1,001,497	1,001,497	—	—	—	—	—
Veritex Community Bank CD	6/1/2023	5,006,051	5,006,051	—	—	—	—	—
Veritex Community Bank CD	6/1/2023	2,001,984	2,001,984	—	—	—	—	—
Veritex Community Bank CD	7/3/2023	9,311,724	9,311,724	—	—	—	—	—
Veritex Community Bank CD	7/3/2023	5,005,208	5,005,208	—	—	—	—	—
Veritex Community Bank CD	8/1/2023	5,005,208	5,005,208	—	—	—	—	—
Veritex Community Bank CD	9/1/2023	5,006,201	5,006,201	—	—	—	—	—
Totals		\$ 198,682,268	\$ 198,290,045	\$ 5,598	\$ 99,656	\$ 126,000	\$ 4,027	\$ 156,942

Allocation

December 31, 2021

Book & Market Value	Maturity Date	Total	Pooled Investments	General Fund	Special Revenue	Internal Services Fund	Enterprise Funds	Employee Benefit Trust
BBVA Demand Account	01/01/22	\$ 4,795,650	\$ 4,568,002	\$ -	\$ 88,470	\$ -	\$ 35	\$ 139,142
Cash on Hand	01/01/22	8,590	-	4,598	-	-	3,992	-
Hometown Cash on Hand	01/01/22	1,000	-	1,000	-	-	-	-
Bank of America Cash	01/01/22	126,000	-	-	-	126,000	-	-
BBVA MMA	01/01/22	1,446,725	1,446,725	-	-	-	-	-
Prosperity Bank MMA	01/01/22	3,391,923	3,391,923	-	-	-	-	-
Veritex Community Bank MMA	01/01/22	8,128,986	8,128,986	-	-	-	-	-
NexBank MMA	01/01/22	7,602,337	7,602,337	-	-	-	-	-
TexSTAR	01/01/22	22,468,825	22,468,825	-	-	-	-	-
Bank OZK CD	01/04/22	3,028,730	3,028,730	-	-	-	-	-
Central Nat'l Bank CD	01/04/22	3,088,148	3,088,148	-	-	-	-	-
Prosperity Bank CD	03/01/22	2,512,546	2,512,546	-	-	-	-	-
Prosperity Bank CD	04/01/22	2,512,546	2,512,546	-	-	-	-	-
Prosperity Bank CD	05/03/22	1,005,007	1,005,007	-	-	-	-	-
Prosperity Bank CD	06/01/22	2,010,015	2,010,015	-	-	-	-	-
Prosperity Bank CD	06/01/22	2,002,676	2,002,676	-	-	-	-	-
Bank OZK CD	06/09/22	1,102,764	1,102,764	-	-	-	-	-
Allegiance Bank CD	06/09/22	6,212,409	6,212,409	-	-	-	-	-
Prosperity Bank CD	07/01/22	5,451,856	5,451,856	-	-	-	-	-
Prosperity Bank CD	07/01/22	4,005,351	4,005,351	-	-	-	-	-
Veritex Community Bank CD	07/01/22	6,010,777	6,010,777	-	-	-	-	-
Prosperity Bank CD	08/01/22	3,004,524	3,004,524	-	-	-	-	-
Bank OZK CD	08/01/22	6,016,882	6,016,882	-	-	-	-	-
Veritex Community Bank CD	08/02/22	3,005,404	3,005,404	-	-	-	-	-
Veritex Community Bank CD	09/01/22	5,009,006	5,009,006	-	-	-	-	-
Veritex Community Bank CD	09/30/22	5,009,507	5,009,507	-	-	-	-	-
Bank OZK CD	12/09/22	8,925,041	8,925,041	-	-	-	-	-
Prosperity Bank CD	01/04/23	6,008,027	6,008,027	-	-	-	-	-
Prosperity Bank CD	03/01/23	2,002,006	2,002,006	-	-	-	-	-
Prosperity Bank CD	04/03/23	2,002,006	2,002,006	-	-	-	-	-
Veritex Community Bank CD	05/01/23	1,001,003	1,001,003	-	-	-	-	-
Veritex Community Bank CD	06/01/23	5,003,025	5,003,025	-	-	-	-	-
Veritex Community Bank CD	06/01/23	2,000,997	2,000,997	-	-	-	-	-
Veritex Community Bank CD	07/03/23	9,305,860	9,305,860	-	-	-	-	-
Veritex Community Bank CD	07/03/23	5,002,618	5,002,618	-	-	-	-	-
Veritex Community Bank CD	08/01/23	5,002,618	5,002,618	-	-	-	-	-
Veritex Community Bank CD	09/01/23	5,003,116	5,003,116	-	-	-	-	-
Totals		\$ 160,214,499	\$ 159,851,262	\$ 5,598	\$ 88,470	\$ 126,000	\$ 4,027	\$ 139,142



City of Killeen

QUARTERLY INVESTMENT REPORT

For the Quarter Ended

December 31, 2021

Prepared by

Valley View Consulting, L.L.C.

The investment portfolio of the City of Killeen is in compliance with the Public Funds Investment Act and the Investment Policy and Strategies.

Jonathan Locke, Executive Director of Finance

Judith Tangalin, Controller

Disclaimer: These reports were compiled using information provided by the City. No procedures were performed to test the accuracy or completeness of this information. The market values included in these reports were obtained by Valley View Consulting, L.L.C. from sources believed to be accurate and represent proprietary valuation. Due to market fluctuations these levels are not necessarily reflective of current liquidation values. Yield calculations are not determined using standard performance formulas, are not representative of total return yields and do not account for investment advisor fees.

Summary

Quarter End Results by Investment Category:

Asset Type	September 30, 2021		December 31, 2021		
	Book Value	Market Value	Book Value	Market Value	Ave. Yield
Demand Accounts	\$ 3,746,223	\$ 3,746,223	\$ 4,805,239	\$ 4,805,239	0.67%
Pools/MMA	22,189,612	22,189,612	43,164,796	43,164,796	0.10%
Securities/CDs	115,368,432	115,368,432	112,244,464	112,244,464	0.30%
Totals	\$ 141,304,268	\$ 141,304,268	\$ 160,214,499	\$ 160,214,499	0.26%

Current Quarter Average Yield (1)

Total Portfolio	0.26%
Rolling Three Month Treasury	0.06%
Rolling Six Month Treasury	0.08%
TexPool	0.04%

Fiscal Year-to-Date Average Yield (2)

Total Portfolio	0.26%
Rolling Three Month Treasury	0.06%
Rolling Six Month Treasury	0.08%
TexPool	0.04%

	Interest Earnings (Approximate)	Bank Fees Offset
Quarterly	\$ 95,652	\$ 11,033
Year-to-date	\$ 95,652	\$ 11,033

(1) Current Quarter Weighted Average Yield - calculated using quarter end report yields and adjusted book values; does not reflect a total return analysis, realized or unrealized gains/losses, or account for advisory fees. The yield for the reporting month is used for bank, pool, and money market balances.

(2) Fiscal Year-to-Date Weighted Average Yields - calculated using quarter end report yields and adjusted book values and does not reflect a total return analysis or account for advisory fees.



City of Killeen

QUARTERLY INVESTMENT REPORT

For the Quarter Ended

March 31, 2022

Prepared by

Valley View Consulting, L.L.C.

The investment portfolio of the City of Killeen is in compliance with the Public Funds Investment Act and the Investment Policy and Strategies.

Jonathan Locke, Executive Director of Finance

Judith Tangalin, Controller

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Summary

Quarter End Results by Investment Category:

Asset Type	December 31, 2021		March 31, 2022		
	Book Value	Market Value	Book Value	Market Value	Ave. Yield
Demand Accounts	\$ 4,805,239	\$ 4,805,239	\$ 29,963,000	\$ 29,963,000	0.27%
Pools/MMA	43,164,796	43,164,796	65,041,682	65,041,682	0.15%
Securities/CDs	112,244,464	112,244,464	103,677,585	103,677,585	0.24%
Totals	\$ 160,214,499	\$ 160,214,499	\$ 198,682,268	\$ 198,682,268	0.22%

Current Quarter Average Yield (1)

Total Portfolio	0.22%
Rolling Three Month Treasury	0.31%
Rolling Six Month Treasury	0.36%
TexPool	0.15%

Fiscal Year-to-Date Average Yield (2)

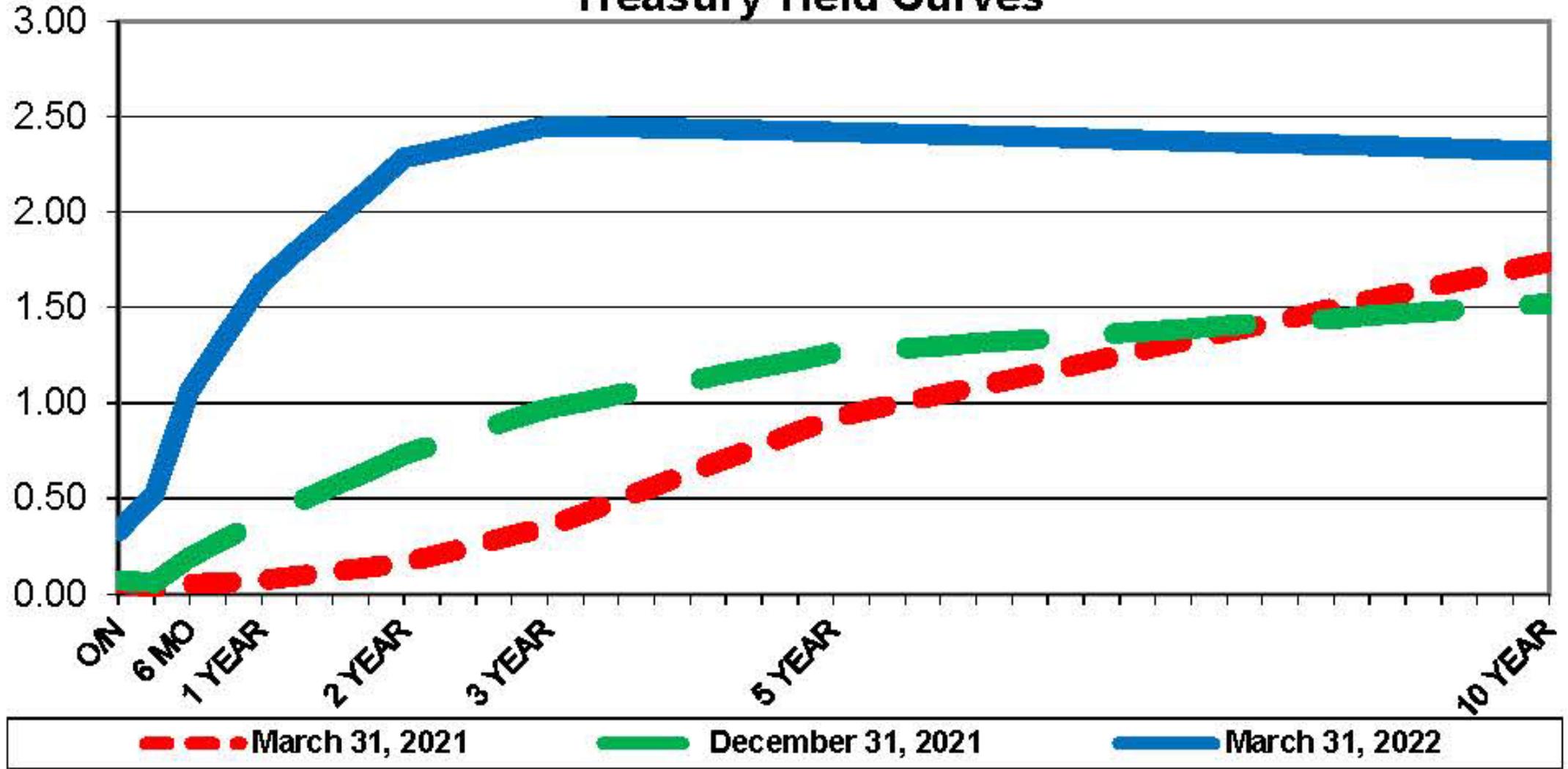
Total Portfolio	0.24%
Rolling Three Month Treasury	0.18%
Rolling Six Month Treasury	0.22%
TexPool	0.10%

	Interest Earnings (Approximate)	Bank Fees Offset
Quarterly	\$ 81,222	\$ 17,532
Year-to-date	\$ 176,874	\$ 28,565

(1) **Current Quarter Weighted Average Yield** - calculated using quarter end report yields and adjusted book values; does not reflect a total return analysis, realized or unrealized gains/losses, or account for advisory fees. The yield for the reporting month is used for bank, pool, and money market balances.

(2) **Fiscal Year-to-Date Weighted Average Yields** - calculated using quarter end report yields and adjusted book values and does not reflect a total return analysis or account for advisory fees.

Treasury Yield Curves



Investment Holdings

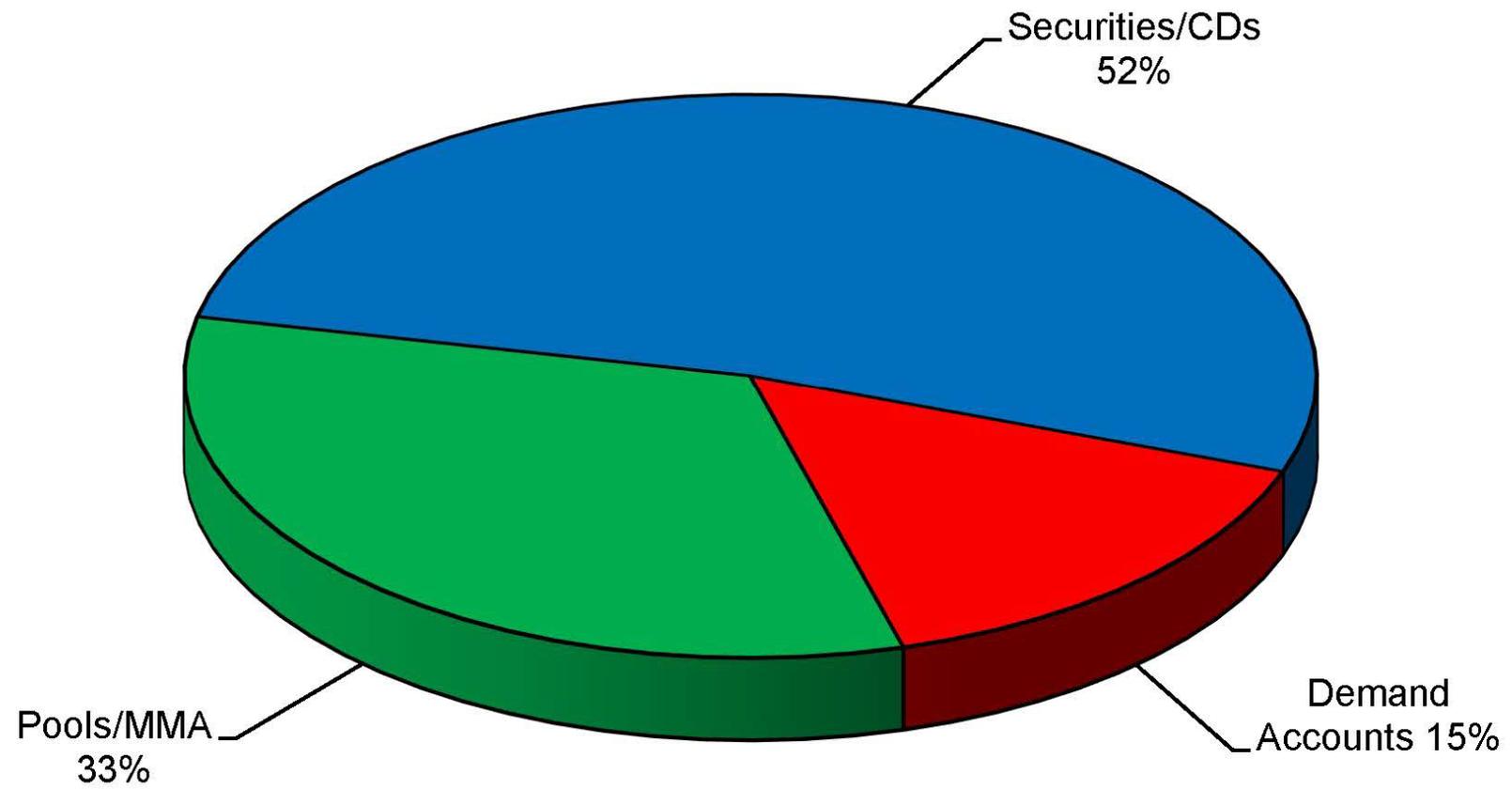
March 31, 2022

Description	Ratings	Coupon/ Discount	Maturity Date	Settlement Date	Par Value	Book Value	Market Price	Market Value	Life (Days)	Yield
BBVA Demand Account (3)		0.27%	04/01/22	03/31/22	\$ 29,953,411	\$ 29,953,411	1.00	\$ 29,953,411	1	0.27%
Cash on Hand		0.00%	04/01/22	03/31/22	8,590	8,590	1.00	8,590	1	0.00%
Hometown Cash on Hand		0.00%	04/01/22	03/31/22	1,000	1,000	1.00	1,000	1	0.00%
Bank of America Cash		0.00%	04/01/22	03/31/22	126,000	126,000	1.00	126,000	1	0.00%
BBVA MMA		0.01%	04/01/22	03/31/22	1,446,760	1,446,760	1.00	1,446,760	1	0.01%
Prosperity Bank MMA		0.18%	04/01/22	03/31/22	3,392,969	3,392,969	1.00	3,392,969	1	0.18%
Veritex Community Bank MMA		0.14%	04/01/22	03/31/22	8,131,350	8,131,350	1.00	8,131,350	1	0.14%
NexBank MMA		0.45%	04/01/22	03/31/22	7,610,151	7,610,151	1.00	7,610,151	1	0.45%
TexSTAR	AAAm	0.11%	04/01/22	03/31/22	44,334,453	44,334,453	1.00	44,334,453	1	0.11%
Prosperity Bank CD		0.40%	4/1/2022	08/11/20	2,515,079	2,515,079	100.00	2,515,079	1	0.40%
Prosperity Bank CD		0.40%	5/3/2022	09/01/20	1,005,999	1,005,999	100.00	1,005,999	33	0.40%
Prosperity Bank CD		0.40%	6/1/2022	09/01/20	2,011,997	2,011,997	100.00	2,011,997	62	0.40%
Prosperity Bank CD		0.20%	6/1/2022	04/08/21	2,003,663	2,003,663	100.00	2,003,663	62	0.20%
Bank OZK CD		0.25%	6/9/2022	12/09/20	1,103,447	1,103,447	100.00	1,103,447	70	0.25%
Allegiance Bank CD		0.20%	6/9/2022	12/09/20	6,215,473	6,215,473	100.00	6,215,473	70	0.20%
Prosperity Bank CD		0.40%	7/1/2022	09/01/20	5,457,234	5,457,234	100.00	5,457,234	92	0.40%
Prosperity Bank CD		0.20%	7/1/2022	04/08/21	4,007,326	4,007,326	100.00	4,007,326	92	0.20%
Veritex Community Bank CD		0.24%	7/1/2022	2/5/2021	6,014,413	6,014,413	100.00	6,014,413	92	0.24%
Prosperity Bank CD		0.20%	8/1/2022	3/3/2021	3,006,006	3,006,006	100.00	3,006,006	123	0.20%
Bank OZK CD		0.28%	8/1/2022	12/02/20	6,021,052	6,021,052	100.00	6,021,052	123	0.28%
Veritex Community Bank CD		0.18%	8/2/2022	12/23/20	3,006,738	3,006,738	100.00	3,006,738	124	0.18%
Veritex Community Bank CD		0.18%	9/1/2022	12/23/20	5,011,229	5,011,229	100.00	5,011,229	154	0.18%
Veritex Community Bank CD		0.19%	9/30/2022	12/23/20	5,011,854	5,011,854	100.00	5,011,854	183	0.19%
Bank OZK CD		0.28%	12/9/2022	12/09/20	8,931,227	8,931,227	100.00	8,931,227	253	0.28%
Prosperity Bank CD		0.20%	1/4/2023	04/08/21	6,010,990	6,010,990	100.00	6,010,990	279	0.20%
Prosperity Bank CD		0.20%	3/1/2023	06/02/21	2,002,994	2,002,994	100.00	2,002,994	335	0.20%
Prosperity Bank CD		0.20%	4/3/2023	06/02/21	2,002,994	2,002,994	100.00	2,002,994	368	0.20%
Veritex Community Bank CD		0.20%	5/1/2023	06/02/21	1,001,497	1,001,497	100.00	1,001,497	396	0.20%
Veritex Community Bank CD		0.24%	6/1/2023	08/02/21	5,006,051	5,006,051	100.00	5,006,051	427	0.24%
Veritex Community Bank CD		0.20%	6/1/2023	09/03/21	2,001,984	2,001,984	100.00	2,001,984	427	0.20%
Veritex Community Bank CD		0.25%	7/3/2023	08/02/21	9,311,724	9,311,724	100.00	9,311,724	459	0.25%
Veritex Community Bank CD		0.21%	7/3/2023	09/03/21	5,005,208	5,005,208	100.00	5,005,208	459	0.21%
Veritex Community Bank CD		0.21%	8/1/2023	09/03/21	5,005,208	5,005,208	100.00	5,005,208	488	0.21%
Veritex Community Bank CD		0.25%	9/1/2023	09/03/21	5,006,201	5,006,201	100.00	5,006,201	519	0.25%
					<u>\$198,682,268</u>	<u>\$ 198,682,268</u>		<u>\$198,682,268</u>	<u>130</u>	<u>0.22%</u>

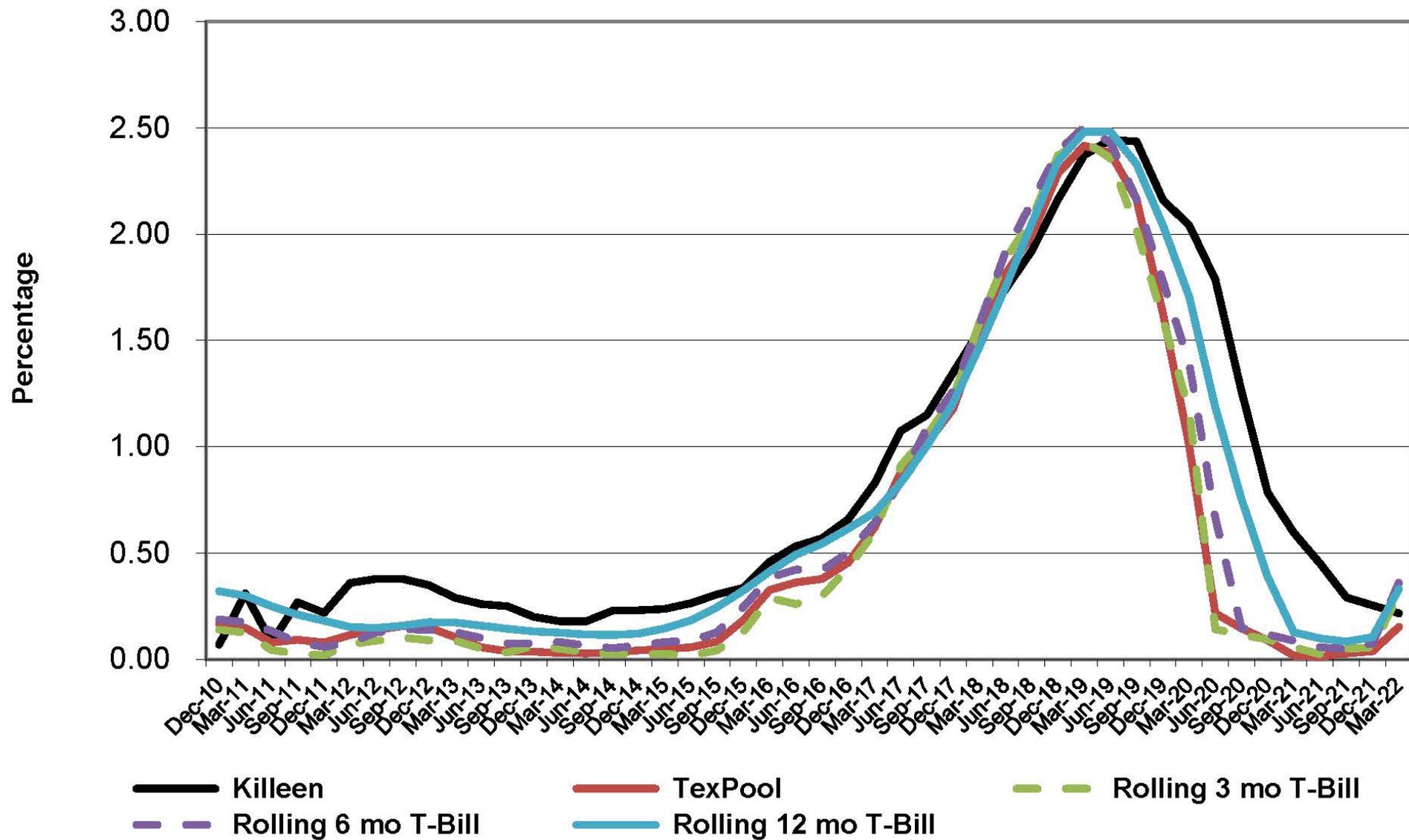
(1) (2)

(1) **Weighted average life** - For purposes of calculating weighted average life, cash equivalent investments are assumed to have a one day maturity.(2) **Weighted average yield to maturity** - The weighted average yield to maturity is based on adjusted book value, realized and unrealized gains/losses and investment advisory fees are not considered. The yield for the reporting month is used for cash equivalent investments.(3) **Bank Fees Offset Equivalent Yield** - Compensating balance in bank operating account yielded a blended equivalent investment yield as a result of Bank fees offset.

Portfolio Composition



Total Portfolio Performance



Book & Market Value Comparison

Issuer/Description	Yield	Maturity Date	Book Value 12/31/21	Increases	Decreases	Book Value 03/31/22	Market Value 12/31/21	Change in Market Value	Market Value 03/31/22
BBVA Demand Account	0.27%	04/01/22	\$ 4,795,650	\$ 25,157,761	\$ -	\$ 29,953,411	\$ 4,795,650	\$ 25,157,761	\$ 29,953,411
Cash on Hand	0.00%	04/01/22	8,590	-	-	8,590	8,590	-	8,590
Hometown Cash on Hand	0.00%	04/01/22	1,000	-	-	1,000	1,000	-	1,000
Bank of America Cash	0.00%	04/01/22	126,000	-	-	126,000	126,000	-	126,000
BBVA MMA	0.01%	04/01/22	1,446,725	36	-	1,446,760	1,446,725	36	1,446,760
Prosperity Bank MMA	0.18%	04/01/22	3,391,923	1,046	-	3,392,969	3,391,923	1,046	3,392,969
Veritex Community Bank MMA	0.14%	04/01/22	8,128,986	2,363	-	8,131,350	8,128,986	2,363	8,131,350
NexBank MMA	0.45%	04/01/22	7,602,337	7,813	-	7,610,151	7,602,337	7,813	7,610,151
TexSTAR	0.11%	04/01/22	22,468,825	21,865,628	-	44,334,453	22,468,825	21,865,628	44,334,453
Bank OZK CD	0.60%	01/04/22	3,028,730	-	(3,028,730)	-	3,028,730	(3,028,730)	-
Central Nat'l Bank CD	1.67%	01/04/22	3,088,148	-	(3,088,148)	-	3,088,148	(3,088,148)	-
Prosperity Bank CD	0.40%	03/01/22	2,512,546	-	(2,512,546)	-	2,512,546	(2,512,546)	-
Prosperity Bank CD	0.40%	4/1/2022	2,512,546	2,533	-	2,515,079	2,512,546	2,533	2,515,079
Prosperity Bank CD	0.40%	5/3/2022	1,005,007	991	-	1,005,999	1,005,007	991	1,005,999
Prosperity Bank CD	0.40%	6/1/2022	2,010,015	1,982	-	2,011,997	2,010,015	1,982	2,011,997
Prosperity Bank CD	0.20%	6/1/2022	2,002,676	988	-	2,003,663	2,002,676	988	2,003,663
Bank OZK CD	0.25%	6/9/2022	1,102,764	683	-	1,103,447	1,102,764	683	1,103,447
Allegiance Bank CD	0.20%	6/9/2022	6,212,409	3,064	-	6,215,473	6,212,409	3,064	6,215,473
Prosperity Bank CD	0.40%	7/1/2022	5,451,856	5,377	-	5,457,234	5,451,856	5,377	5,457,234
Prosperity Bank CD	0.20%	7/1/2022	4,005,351	1,976	-	4,007,326	4,005,351	1,976	4,007,326
Veritex Community Bank CD	0.24%	7/1/2022	6,010,777	3,636	-	6,014,413	6,010,777	3,636	6,014,413
Prosperity Bank CD	0.20%	8/1/2022	3,004,524	1,482	-	3,006,006	3,004,524	1,482	3,006,006
Bank OZK CD	0.28%	8/1/2022	6,016,882	4,170	-	6,021,052	6,016,882	4,170	6,021,052
Veritex Community Bank CD	0.18%	8/2/2022	3,005,404	1,334	-	3,006,738	3,005,404	1,334	3,006,738
Veritex Community Bank CD	0.18%	9/1/2022	5,009,006	2,223	-	5,011,229	5,009,006	2,223	5,011,229
Veritex Community Bank CD	0.19%	9/30/2022	5,009,507	2,347	-	5,011,854	5,009,507	2,347	5,011,854
Bank OZK CD	0.28%	12/9/2022	8,925,041	6,185	-	8,931,227	8,925,041	6,185	8,931,227
Prosperity Bank CD	0.20%	1/4/2023	6,008,027	2,963	-	6,010,990	6,008,027	2,963	6,010,990
Prosperity Bank CD	0.20%	3/1/2023	2,002,006	987	-	2,002,994	2,002,006	987	2,002,994
Prosperity Bank CD	0.20%	4/3/2023	2,002,006	987	-	2,002,994	2,002,006	987	2,002,994
Veritex Community Bank CD	0.20%	5/1/2023	1,001,003	494	-	1,001,497	1,001,003	494	1,001,497
Veritex Community Bank CD	0.24%	6/1/2023	5,003,025	3,026	-	5,006,051	5,003,025	3,026	5,006,051
Veritex Community Bank CD	0.20%	6/1/2023	2,000,997	987	-	2,001,984	2,000,997	987	2,001,984
Veritex Community Bank CD	0.25%	7/3/2023	9,305,860	5,864	-	9,311,724	9,305,860	5,864	9,311,724
Veritex Community Bank CD	0.21%	7/3/2023	5,002,618	2,590	-	5,005,208	5,002,618	2,590	5,005,208
Veritex Community Bank CD	0.21%	8/1/2023	5,002,618	2,590	-	5,005,208	5,002,618	2,590	5,005,208
Veritex Community Bank CD	0.25%	9/1/2023	5,003,116	3,084	-	5,006,201	5,003,116	3,084	5,006,201
TOTAL/AVERAGE	0.22%		\$ 160,214,499	\$ 47,097,193	\$ (8,629,424)	\$ 198,682,268	\$ 160,214,499	\$ 38,467,769	\$ 198,682,268



City of Killeen

Staff Report

File Number: RS-22-079

1	City Council Workshop	06/21/2022	Reviewed and Referred	City Council	06/28/2022
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Consider a memorandum/resolution authorizing the procurement of ten police patrol vehicles from Silsbee Ford in the amount of \$756,817.

DATE: June 21, 2022
TO: Kent Cagle, City Manager
FROM: Jonathan Locke, Executive Director of Finance
SUBJECT: Procurement of Ten Police Patrol Vehicles

BACKGROUND AND FINDINGS:

The Killeen Police Department initially had 51 patrol vehicles that were out of compliance with the Department of Public Safety due to outdated technology. On October 26, 2021, 24 of these vehicles were approved to be replaced leaving 27 vehicles still out of compliance. City Council approved the mid-year budget amendment, Ordinance No. 22-026, on April 26, 2022. One of the items included in the amendment made funding available to replace ten of the remaining 27 vehicles. This item is seeking approval to replace those ten vehicles. The remaining 17 vehicles will be replaced during the FY 2023 fleet replacement process.

THE ALTERNATIVES CONSIDERED:

- 1.) Defer purchase of the patrol vehicles which could cause the department to operate in a reduced resource capacity.
- 2.) Purchase the patrol vehicles to provide safe and effective services.

Which alternative is recommended? Why?

The second alternative is recommended to meet the department’s mission, operate in the most cost-effective manner, and be in compliance.

CONFORMITY TO CITY POLICY:

The Fleet Department is seeking approval to purchase replacement patrol vehicles through a cooperative contract. Purchases made through a cooperative contract are exempt from the competitive bidding process as stated in Texas Local Government Code (TLGC) section 271.102, subchapter F; a local government that purchases goods or services under this subchapter satisfies any state law requiring the local government to seek competitive bids for the purchase of the goods or services.

FINANCIAL IMPACT:

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

The purchase pricing from Silsbee Ford utilizing The Interlocal Purchasing System (TIPS) cooperative #200206 is as follows:

Division	Make/Model	Units	Cost	Total Cost
Police	Ford Police Interceptor Utility	10	\$75,681.62	\$756,816.20

Category	FY22
Public Safety	\$756,816.20

Is this a one-time or recurring expenditure?

This a one-time expenditure.

Is this expenditure budgeted?

This expenditure is budgeted in the following account:

Department/Division	Account	Cost	Available Funds
Police Department	349-8860-493.61-10	\$756,816.20	\$781,888.46

If not, where will the money come from?

N/A

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

Yes

RECOMMENDATION:

City Council approve the procurement of ten police patrol vehicles from Silsbee Ford in the amount of \$756,817.

DEPARTMENTAL CLEARANCES:

Police
Purchasing
Finance
Legal

ATTACHED SUPPORTING DOCUMENTS:

Quote
Certificate of Interested Parties



PRODUCT PRICING SUMMARY
TIPS USA 200206 TRANSPORTATION VEHICLES
VENDOR- Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656

End User: KILLEEN PD (TX999839) **Prepared by:** SETH GAMBLIN
Contact: _____ **Phone:** 512.436.1313
Email: _____ **Email:** SGAMBLIN.SILSBEEFLEET@GMAIL.COM
Product Description: FORD POLICE INTERCEPTOR UTILITY **Date:** April 25, 2022

A. Bid Item: _____ **A. Base Price:** \$ 36,568.00

B. Factory Options

Code	Description	Bid Price	Code	Description	Bid Price
K8A	2022 FORD PIU	\$ -	76R	REVERSE SENSING SYSYEM	\$ 275.00
99C	3.0L V6 ECOBOOST	\$ 790.00	43D	DARK CAR	\$ 25.00
86T	TAIL LAMP/POLICE HOUSING	\$ 60.00		CRUISE	INC
17A	AUX AIR	\$ 610.00		BACK UP CAMERA	INC
55F	KEY FOB	\$ 340.00		BLUETOOTH	INC
60A	GRILLE LIGHTS, SIREN, SPEAKER WIRING	\$ 50.00		FULL/ VINYL RUBBER FLOORS	INC
61B	OBD-II SPLITTER	\$ 55.00	19V	REAR CAMERA ON DEMAND	\$ 230.00
51T	DRIVER SIDE SPOT LED (WHELEN)	\$ 420.00			

Total of B. Published Options: \$ 2,855.00

Published Option Discount (5%): \$ (142.75)

C. Unpublished Options [not to exceed 25%] \$= 92.3 %

Description	Bid Price	Options	Bid Price
DANA INSTALL 436939-A WEC	\$ 36,378.12	EXTERIOR- WHITE	
		INTERIOR- 96 CLOTH FRON VINYL REAR	

Total of C. Unpublished Options: \$ 36,378.12

D. Floor Plan Interest (for in-stock and/or equipped vehicles): \$ -

E. Lot Insurance (for in-stock and/or equipped vehicles): \$ 350.00

F. Contract Price Adjustment: KILLEEN DISCOUNT \$ (500.00)

G. Additional Delivery Charge: 99 \$ 173.25

H. Subtotal: \$ 75,681.62

I. Quantity Ordered 10 **x H =** \$ 756,816.20

J. Trade in: _____ \$ -

K.

L. Total Purchase Price \$ 756,816.20



Contract Verification

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

- Texas Government Code, Chapter 2271 – the company must verify that it does not boycott Israel and will not boycott Israel during the term of the contract. *Boycott Israel is defined in Government Code Chapter 808.*
- Texas Government Code, Chapter 2274 – the company must verify that it does not boycott energy companies and will not boycott energy companies during the term of the contract. *Boycott energy company is defined in Government Code Chapter 809.*
- Texas Government Code, Chapter 2274 – the company must verify that it does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association. Verification is not required from a sole source provider. *Discriminate, firearm entity and firearm trade association are defined in Government Code Chapter 2274.*

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

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

SETH GAMBLIN
Signature

SILSBEE FORD
Company Name

SETH GAMBLIN
Printed Name

FLEET SALES
Title

05/03/22
Date

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 ONLY
CERTIFICATION OF FILING**

Certificate Number:
2022-881819

Date Filed:
05/04/2022

Date Acknowledged:

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

SILSBEE FORD
SILSBEE, TX United States

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

KILLEEN CITY OF

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

200206
vehicles

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	DONALSON, drew	SILSBEE, TX United States	X	

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is SETH GAMBLIN, and my date of birth is 12/24/1985.

My address is 1211 US HIGHWAY 96 N., SILSBEE, TX, 77656, USA.
(street) (city) (state) (zip code) (country)

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

Executed in HARDIN County, State of TEXAS, on the 04 day of MAY, 20 22.
(month) (year)

SETH GAMBLIN
Signature of authorized agent of contracting business entity
(Declarant)



PROCUREMENT OF TEN POLICE PATROL VEHICLES

RS-22-079

June 21, 2022

Background

2

- The Police Department had 51 patrol vehicles that were out of compliance due to outdated technology
- October 26, 2021 – City Council approved 24 of the patrol vehicles to be replaced
- On April 26, 2022 – City Council approved the mid-year budget amendment that provided funding for the replacement of 10 more patrol vehicles
 - This item seeks approval to replace the 10 patrol vehicles for \$756,817 from Silsbee Ford using The Interlocal Purchasing System (TIPS) cooperative

Alternatives

3

- Defer purchase of the patrol vehicles
- Purchase the patrol vehicles

Recommendation

4

City Council approve the procurement of ten police patrol vehicles from Silsbee Ford in the amount of \$756,817



City of Killeen

Staff Report

File Number: RS-22-080

1	City Council Workshop	06/21/2022	Reviewed and Referred	City Council	06/28/2022
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Consider a memorandum/resolution to award RFP #22-14, Emergency Medical Services Billing and Fire Service Fee Recovery, to LifeQuest Services in the amount of 4.0% of net revenues collected.

DATE: June 21, 2021

TO: Kent Cagle, City Manager

FROM: Jonathan Locke, Executive Director of Finance

SUBJECT: Award RFP #22-14 for Emergency Medical Services (EMS) Billing and Fire Service Fee Recovery

BACKGROUND AND FINDINGS:

The City of Killeen employs 239 Fire/EMS officers, operates eight fire stations, and has nine ambulance crews. The facilities are staffed twenty-four hours a day, seven days a week. The City averages 22,000 EMS calls and 11,000 fire responses annually.

Since 2017, LifeQuest Services has billed and collected for emergency medical services provided by the City. The initial term of the contract was for two years, with the option to renew three additional one-year terms. The current contract ends July 1, 2022.

A request for proposal (RFP) was issued for emergency medical services billing and fire service fee recovery. The City has not billed for fire service fees consistently and can now electronically transmit fire recovery costs through the same software used for emergency medical services. Fire service fees are authorized by the Killeen Code of Ordinances, Article VIII. Fire Service Fee Recovery. The ordinance authorizes the Fire Department to bill for reasonable costs related to the use, loss, damage, and wear to fire department apparatus, tools, equipment, and materials necessary to provide fire services and 911 response to a person involved in an emergency incident. The schedule of fire service fees is found in Section 11-154 of the Killeen Code of Ordinances.

A total of five firms submitted a proposal, including 1) Air Methods Corporation dba Cypheron Healthcare Solutions, 2) Ambulance Medical Billing, 3) Change Healthcare LLC, 4) LifeQuest Services, and 5) Quick Med Claims.

An eight-member committee rated the proposals with a maximum score of 100 using the following criteria:

- Experience - 15 points
- EMS Billing & Fire Service Fee Recovery Process - 25 points
- EMS Billing & Fire Service Fee Recovery Reporting System - 25 points
- References - 15 points
- Cost - 20 points

The committee then scheduled a presentation and conducted an interview of the two highest rated

firms. LifeQuest Services was selected as the best firm. The company has 30 years of experience with 230 clients across 24 states in that time. LifeQuest Services has an established interface with the City's current electronic patient care reporting system. LifeQuest offers patients the ability to pay online, by phone or by mail. The online web portal will be available 24 hours a day, seven days a week. LifeQuest will provide first level support for patient inquiries with live telephone hours from Monday 12am through Friday 8pm CST. In addition, LifeQuest will provide initial, ongoing, and proactive on-site training to our emergency medical service personnel to ensure the City's processes are operating at an optimum level.

Under the terms of the current agreement with LifeQuest, the City pays a fee of 4.6% of the net revenues collected for emergency medical services billing. Under the terms of the new agreement, the City will pay a fee of 4.0% of the net revenues collected for emergency medical services billing and fire service fee recovery. The initial term of the agreement is for two years, with the option to renew three additional one-year terms.

THE ALTERNATIVES CONSIDERED:

- 1.) Do not award RFP #22-14 and initiate another request for proposal.
- 2.) Do not award RFP #22-14 to LifeQuest and negotiate with the next highest-ranking proposal.
- 3.) Award RFP #22-14 to LifeQuest.

Which alternative is recommended? Why?

Staff recommends alternative 3, to approve the agreement. Fire and Finance Department staff have been pleased with their service over the past five years. Their experience and track record were strong compared to the other respondents.

CONFORMITY TO CITY POLICY:

This agreement is in compliance with City purchasing policies.

FINANCIAL IMPACT:

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

The City will pay LifeQuest 4.0% of the net revenues collected by the firm.

Estimated net revenues to be collected in FY 2022 are \$3,581,270 and the associated collection fee is estimated to be \$164,738 at the current rate of 4.6%. If this agreement is approved, it could result an estimated savings of \$5,372. This is due to the collection fee being reduced from 4.6% to 4.0% for July through September 2022. The annual savings from the rate reduction from 4.6% to 4.0% in FY 2023 is estimated to be \$21,900.

Expenditures for the next two fiscal years are estimated to be:

- FY 2023 - \$146,000 annually from \$3,650,000 net revenues collected.
- FY 2024 - \$148,801 annually from \$3,720,032 net revenues collected.

Is this a one-time or recurring expenditure?

Recurring

Is this expenditure budgeted?

This expenditure is budgeted in the General Fund Finance account, 010-2020-415.50-95.

If not, where will the money come from?

N/A

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

Yes

RECOMMENDATION:

City Council award RFP #22-14, Emergency Medical Services Billing and Fire Service Fee Recovery, to LifeQuest Services in the amount of 4.0% of net revenues collected and authorize the City Manager or designee to execute changes orders as allowed by state and local law.

DEPARTMENTAL CLEARANCES:

Finance
Fire
Legal

ATTACHED SUPPORTING DOCUMENTS:

Agreement
1295

LIFE LINE BILLING SYSTEMS, LLC

EMERGENCY MEDICAL SERVICES (EMS) BILLING AND FIRE SERVICE FEE RECOVERY

This SERVICE AGREEMENT (“Agreement”) is entered into this 6 day of June 2022 (“Effective Date”) by and between City of Killeen, a governmental entity duly organized and existing under the laws of the State of Texas, whose notice address is 802 N. 2nd St. Building E, 2ND Floor #215 Killeen, Texas 76541 (“Service Provider”) and Life Line Billing Systems, LLC, d/b/a LifeQuest Services, a limited liability company duly organized and existing under the laws of the State of Delaware, whose notice address is N2930 State Road 22, Wautoma, Wisconsin 54982 (“Agency”) (Service Provider and Agency are generically referred to herein as “Party” and/or “Parties”).

Article 1

Recitals

1.1 Service Provider Operations. Service Provider is engaged in the business of providing EMS and Rescue response and desires to receive Services from Agency.

1.2 Agency Operations. Agency is engaged in the business of providing customized billing, collecting and data management systems and desires to do the billing, collecting and provide data management for the Service Provider, as more fully described as the “Services” in Article 2 below.

1.3 Consideration. In consideration of the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties hereby agree to the terms of this Agreement.

1.4 Definitions. Words with initial capital letters that are not proper names are either defined within the text of this Agreement or specifically as follows:

“Default Accounts” means Patient Accounts that are delinquent and considered in default by the Service Provider (more than 120 days) – the collection of which is by a third party and must be performed in accordance with the Fair Debt Collection Practices Act.

“Healthcare Accounts” means any Patient Accounts that are provided by a Service Provider that is regulated by the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) requiring additional obligations, warranties and covenants by the Parties that are referenced in this Agreement and within the incorporated and attached Exhibit B-2 and Exhibit B-3

“Patient Accounts” means the accounts receivable that result from a patient’s receipt of ambulance and/or rescue services and include accounts not in default.

“Patients” means the individual(s) that result from receipt of ambulance and/or rescue services.

1.5 Account Status. Agency provides billing services for Service Provider on Patient Accounts that are not in default and collecting for services by Service Provider on accounts and other services as provided in this Agreement.

Article 2

Services

Agency shall supply the customized billing, collecting and data management services for Patient Accounts to the Service Provider as detailed in this Article (“Services”).

2.1. Insurance Processing. Agency shall process insurance claims generated by the appropriate carriers of patients, who have provided the necessary information for insurance filings.

2.2. Inquiries. Agency shall handle and respond to all inquiries concerning the Patient Accounts by patients, insurance companies and Service Provider. Service Provider shall assist Agency

CONFIDENTIAL

with any inquiries related to the services provided by the Service Provider. Agency shall provide a toll-free telephone number for patient and Service Provider inquiries.

2.3. Software. Agency shall implement software upgrades as required by changes in the law and/or national insurance standards to ensure Agency's compliance with all applicable laws, including any Laws and Regulations as defined below.

2.4. Reports. Agency shall create and review monthly reports for the internal analysis of factors affecting the collecting performance of the Patient Accounts and present the information to the Service Provider upon the detection of any means available to improve the efficiency of collecting.

Article 3

Obligations of Service Provider

3.1. Pre-Screening. Service Provider shall be responsible for the accuracy of the original data regarding the Patient Accounts delivered to the Agency as further detailed in Exhibit B-1 attached hereto and incorporated by reference.

3.2. Validity of Accounts. Service Provider represents and warrants to Agency that all Patient Account debts are valid, legally enforceable debts, and in compliance with any corresponding state or federal law ("Laws and Regulations"). Upon request by the Agency, Service Provider shall provide specific assurance of validity in accordance with the Laws and Regulations.

3.3. Notification Requirements. Service Provider must immediately notify Agency in writing of its actual, constructive or reasonably conceived knowledge of any of the following events: (i) any patient of Service Provider files bankruptcy, is represented by an attorney or has submitted a dispute(s) regarding any Patient Account to the Service Provider or is the subject of a complaint or a cease and desist notification by debtor during the time in which Agency is providing Services to the Patient Account (collectively referred to as "Consumer Actions") and (ii) Service Provider receives any direct or indirect payment on a Patient Account or a returned check on any such payment during the time in which Agency is providing Services to the Service Provider.

3.4. Ceasing collecting. Service Provider has the right to cease collecting of any Patient Account upon Agency's receipt of written Notice from Service Provider.

Article 4

Term

4.1. Initial Term. The term of this Agreement shall commence on the Effective Date and shall continue for a period of twenty-four (24) months ("Initial Term").

4.2. Renewal. Upon the expiration of the Initial Term and unless otherwise terminated, this Agreement can be extended and consecutively renewed for up to three (3) twelve (12) month terms (each shall be generically referred to herein as "Subsequent Term(s)") (the Initial Term and Subsequent Term(s) shall be jointly referred to as "Term") – total period not to exceed five (5) years.

4.3. Termination. This Agreement shall terminate as provided in this section ("Termination"). The date of termination is defined within each subsection ("Termination Date").

4.3.1. Written Notice/No Fault. Either party may terminate this Agreement by giving written notice to the other Party at least (120) days prior to said Termination.

4.3.2. Discontinuance of Business. This Agreement shall terminate in the event the Agency discontinues the operation of its business. The Termination Date shall be the last day of the month in which Agency ceases operations.

4.4. Effect of Termination. The Parties agree that upon Termination of this Agreement for any reason, Agency shall be entitled to receive any accrued but unpaid Fees through the Termination Date and the rights and obligations of Articles 6-8 pertaining to confidentiality shall survive Termination and continue in full force and effect.

Article 5

Fees

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5.1 Fees. Service Provider shall pay Agency the fees set forth in this Article (“Fees”).

5.1.1. Billing Contingency Fees. 4.0% of the Net Patient Accounts collected in phase one as further detailed in Exhibit A-1 attached hereto (“Billing Procedures”).

5.2. Payment of Fees. Service Provider and Agency agree to manage the payment of Fees in accordance with the provisions of this section.

5.2.1. Payments. Agency shall provide monthly payments from the Checking Account to the Service Provider.

5.2.2. Payment Procedure. Service Provider authorizes electronic transfer of Agency fees when electronic transfer of Service Provider payment is made from the checking account at the time of the month end reporting provided by Agency (“Due Date”).

Article 6

Confidential Information

The Service Provider hereby acknowledges that it shall have access to Agency’s Confidential Information. Service Provider acknowledges that Agency’s obligations under this Agreement are expressly contingent on Service Provider’s compliance with this article. Service Provider expressly recognizes that: (i) the efficacy and profitability of Agency’s business is dependent in part upon Service Provider’s protection of Agency’s Confidential Information; (ii) Service Provider may already possess Confidential Information which Agency desires to protect and (iii) in receiving Services, Service Provider may be provided access to and/or gain knowledge of Agency’s Confidential Information as defined below.

6.1. Nondisclosure. To ensure the continued confidentiality of the Confidential Information, Service Provider shall not, during the Term of this Agreement or for a period of twenty-four (24) months after Termination of this Agreement, disclose to or use, for any other person or entity, directly or indirectly, any of Agency’s Confidential Information, except as such disclosure or use is expressly authorized by Agency in writing, as permitted by law or is reasonably required in connection with performance of this Agreement.

6.2. Property. All Confidential Information and all Agency’s files, reports, materials, records, documents, notes, memoranda and other items and any originals or copies thereof, which Service Provider either is provided, prepares, uses or simply acquires during the Term of this Agreement (“Property”) are, and shall remain, the sole and exclusive property of the Agency and shall not be removed from Agency’s and Service Provider’s premises or disclosed to any other party without the prior written consent of Agency.

6.3. Confidential Information. As used herein, the term “Confidential Information” means any and all information relating directly or indirectly to Agency that is not generally ascertainable from public or published information or trade sources including, without limitation, all information concerning copyrighted materials, patented materials, contracts, forms, research, product information, services and pricing of services, patient data and any information protected by any state or federal privacy laws or regulations, which is or was disclosed to Service Provider, or known by Service Provider as a consequence of or through Service Provider’s relationship with Agency.

6.4. Return of Confidential Information. Service Provider agrees, immediately upon the Termination of this Agreement, to make a diligent search for any and all Property and return to Agency or destroy the information as directed prior to, or upon, the Termination of this Agreement.

6.5. Applicable Law. The Parties shall comply with all applicable laws, including, without limitation, HIPAA and the additional requirements for any Healthcare Accounts as further detailed in Exhibit B-2 and Exhibit B-3 attached hereto and incorporated by reference.

6.6. Indemnification Regarding Open Records. Agency understands that the Service Provider must comply with public records laws, and the Agency may from time to time be the custodian of Service Provider’s records subject to disclosure. Agency agrees to provide Service Provider with any public records it requests that do not fall under the protection of the HIPAA promptly after the Service Provider requests the same in writing.

Article 7

Indemnification

CONFIDENTIAL

7.1 Agency Indemnification. To the extent allowed by law, service Provider shall indemnify and hold the Agency and assigns harmless from and against any actions, causes of action, claims, demands, damages, costs, loss of services, expenses, compensation and attorney's fees incurred or suffered as a result of the Service Provider's breach of any provision of this Agreement whether by negligent or intentional means causing an incident where recovery is sought including, but not limited to, actions arising out of the failure of the Service Provider to fully, completely, accurately and adequately report, for purposes of the Agency's collecting attempt of a Customer Account. It is understood and agreed that this acknowledgment is given as a full release of liability to the Agency, to the extent allowed by law..

7.2 Service Provider Indemnification. Agency shall indemnify and hold the Service Provider and assigns harmless from and against any actions, causes of actions, claims, demands, damages, costs, loss of services, expenses, compensation and attorney's fees incurred or suffered as a result of the Agency's breach of any provision of this Agreement whether by negligent or intentional means. It is understood and agreed that this acknowledgment is given as a full release of liability to the Service Provider.

Article 8

Miscellaneous Provisions

8.1. Exclusivity. Service Provider hereby acknowledges the Agency is the exclusive provider of the Services specified herein to the Service Provider.

8.2. Assignment. Either Party may freely assign this Agreement upon the non-assigning Party's failure to provide the written rejection, not to be unreasonably withheld by non-assigning Party, within thirty (30) days of its receipt of written Notice of assignment from the assigning Party.

8.3. Severability. The Parties agree that if any term or clause of this Agreement is to any extent illegal, otherwise invalid, or incapable of being enforced, such term or clause shall be excluded to the extent of such invalidity or unenforceability; all other terms and clauses hereof shall remain in full force and effect; and, to the extent permitted and possible, the invalid or unenforceable term or clause shall be deemed replaced by a term or clause that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term or clause.

8.4. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas without giving any effect to any choice or conflict provision of law that would cause the application of the laws of any jurisdiction other than the State of Texas. The venue of any dispute arising out of this Agreement shall be a Court of competent jurisdiction in or for Bell County, Texas.

8.5. Notices. Any notice required or permitted to be given under this Agreement shall be sufficient if given: (i) in writing and personally delivered; (ii) sent by certified mail, postage prepaid, to the address set forth in the introductory paragraph or other notice address as designated in writing between the Parties prior to delivery and shall be effective and duly delivered on the day of personal or courier delivery; (iii) via electronic mail to an electronic mail address as designated in writing between the Parties prior to delivery and shall be effective and duly delivered upon the sending Party's confirmation of receiving Party's receipt of electronic notice or (iv) via electronic facsimile transmission to the name, address and facsimile number of the receiving Party as designated in writing between the Parties prior to delivery and shall be effective and duly delivered upon the sending Party's receipt of confirmation ("Notice").

8.6. Waiver. The waiver of one Party of a breach of any provision of this Agreement by the other Party shall not operate or be construed as a waiver of any subsequent breach.

8.7. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto, their respective heirs, representatives, successors and assigns.

8.8. Entire Agreement. This Agreement and any Exhibits or Addendums attached hereto shall be deemed to express, embody and supersede all previous understandings, agreements and commitments, whether written or oral, between the Parties hereto with respect to the subject matter hereof and to fully and finally set forth the entire agreement between the Parties hereto. No modifications shall be binding unless stated in writing and signed by all Parties hereto.

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8.9. Counterparts. This Agreement may be signed in one or more counterparts but all of which taken together shall constitute one instrument.

8.10. Attorney Fees. In any proceeding to enforce the terms of this Agreement, each Party shall be responsible for their own attorney's fees, unless otherwise stated in this Agreement, or if an action brought forth is deemed frivolous by a court of law, in which case the Party bringing the frivolous action shall be responsible for any attorney's fees incurred.

8.11. Construction. The Parties and their respective counsel have had the opportunity to review and revise this Agreement. The Parties acknowledge that the normal rule of construction that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Agreement.

8.12. Incorporation of Recitals and Introductory Statements. The Parties hereto acknowledge that the recitals and all introductory statements are true and correct and incorporated by reference.

8.13. Electronic Signatures. Facsimile and electronic signatures in PDF form shall be considered original signatures for the purpose of enforcing this Agreement.

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the Effective Date.

Agency:
Life Line Billing Systems, LLC, d/b/a LifeQuest
Services
a Delaware limited liability company

Service Provider:
City of Killeen

Date: 06/06/2022

Date: _____



By: Michael J. Finn
Its: President

By: Kent Cagle
Its: City Manager

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EXHIBIT A-1

BILLING PROCEDURES

All billing services on Patient Accounts will be in the name of Service Provider.

Initial Billing

- Patient receives initial billing for services that are considered private pay or when insurance is not initially provided/identified. All claims with insurance and/or claims that insurance is identified, will be billed to the appropriate payor. Patients who are participating in a Medicaid Program, Medicaid will be billed directly. If Medicaid Patient has primary commercial insurance coverage, that company will be billed first and Medicaid will act as a secondary carrier. Medicaid and Medicaid HMO Patients will not receive a bill if required by state law, unless appropriate waivers are allowed and obtained and signed by the Patient or other authorized person.
- The Patient will typically be billed timely upon receipt of all the necessary billing documentation and information.

Additional Billing

- Agency utilizes a scheduling procedure to optimize revenue recovery based on effective business practices. We will work to place bills into specific cycles, which will ensure the submission of regularly scheduled billings as needed. Once the Patient's primary insurance has paid, any secondary insurance will be submitted for consideration for any unpaid balances.
- Medicare, Medicaid, and private insurance companies that have paid the maximum amounts eligible for the patient and any outstanding balances/monies owed will be pursued via self-pay/private pay options.

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EXHIBIT B-1

DOCUMENTATION PROCEDURES

1. Patient should have the Insurance/Medicare Authorization form signed at the hospital by the patient or patient's representative.
2. Medicare or Medicaid patient that is transported from hospital to hospital or hospital to nursing home/residence must have a Physicians Certification Statement for transport completed by a doctor BEFORE the transport unless there is an acute emergency.
3. Run Forms:
 - A. All documents should be completed legibly.
 - B. The patient's name, address, phone number and Social Security number need to be documented when possible.
 - C. Record location of patient pick-up and transport destination.
 - D. Record all appropriate dispatch information. (Nature of Call)
 - E. Record all patient past history related to this emergency/non-emergency.
 - F. Record all patient complaints related to this emergency/non-emergency.
 - G. Complete a detail narrative indicating the medical necessity for transport.
 - H. Record patient's date of birth.
 - I. Record admitting/receiving doctor's name (first & last).
 - J. Record the responsible party for all patients.
 - K. Record all times accurately.
 - L. Record loaded mileage to the nearest tenth of a mile (i.e. 11.2 mi).
 - M. Record crew names, crew license levels and any specialty areas of expertise which are relevant to the patient care being provided.
 - N. Have all crew members review the form for accuracy and completeness before leaving receiving facility.
 - O. Service Provider shall keep copies of all information provided to the Agent.
 - P. Record reasons why transport by other means was contraindicated.
 - Q. Record reasons why the level of service was required, i.e. ALS assessment.
 - R. Record patient condition at the time of transport including chief complaint.
 - S. Record zip code at point of pickup.
 - T. Obtain necessary Medicare and Medicaid waivers where appropriate, signed by patient or other appropriate person. *PCS and/or ABN

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EXHIBIT B-2

Healthcare Account Provisions

These provisions provide additional terms not included in the Agreement that apply to any Healthcare Accounts placed by Service Provider.

1. **Healthcare Account Laws.** Health Insurance Portability and Accountability Act (HIPAA) and the Electronic Transaction, Security and Privacy Standards (“Standards”) promulgated by the Department of Health and Human Services and set forth in 45 C.F.R. Parts 142, 160, 162 and 164; as well as HIPAA governing privacy of certain information (“HIPAA Privacy Rule”) or the security of certain information (“HIPAA Security Rule”) (collectively the “HIPAA Rules”) (HIPAA, Standards and HIPAA Rules collectively the “Healthcare Account Laws”).
2. **Healthcare assurances.** Agency, for the purpose of the Healthcare Accounts: (i) is a “Business Associate” under HIPAA and (ii) will perform the Services within the limits of the Healthcare Account Laws.
3. **“Services”** for Healthcare Accounts also specifically include: (i) the determination of eligibility or coverage, including coordination of benefits or the determination of cost sharing amounts, and subrogation of health benefit claims; (ii) obtaining payment under a contract for reinsurance and related health care data processing; and (iii) review of health care services with respect to coverage under a health plan or justification of charges.
4. **Return of accounts.** Service Provider must accept, without penalty to Agency, any Healthcare Account that Agency believes or has reason to believe is subject to restrictions on the use or disclosure of Protected Health Information (PHI), as defined in 45 C.F.R. § 160.103.
5. **Notification requirements.** Service Provider must immediately notify Agency in writing of its actual or reasonably conceived knowledge of any restrictions placed on the use of Agency, along with sufficient detail to allow Agency to honor such restrictions.
6. **Service Provider representations.** Service Provider “Representations” also include (i) Service Provider has and shall obtain all necessary consents under 45 C.F.R. § 164.506 (c) for all Healthcare Accounts, sufficient to permit the disclosure of PHI to Agency and to permit Agency to perform services incidental to this Agreement; (ii) that the uses and disclosures of the PHI of Healthcare Accounts are consistent and in accordance with the Service Provider’s privacy policies and procedures adopted pursuant to the Standards, HIPAA and any other Applicable Laws and (iii) all uses and disclosures of the Healthcare Account information specified in this Agreement are made and authorized as part of treatment, payment and healthcare operations relating to Service Provider.
7. **Special confidentiality considerations for Healthcare Accounts.** The confidentiality considerations contained in this section apply to Healthcare Accounts only.
 - a. Agency is not prohibited by confidentiality from sending the patient or the responsible party a copy of the bill issued by Service Provider or using a copy of the bill issued by Service Provider as evidence in a court proceeding.
 - b. To the extent the Services provided to Service Provider by Agency may cause Agency to be defined as a “Business Associate” of Service Provider under the HIPAA Rules, and the Service Provider in its capacity as a “Covered Entity” as defined in the HIPAA Privacy Rule is required to comply with the HIPAA Privacy Rule or the HIPAA Security Rule, Agency shall:
 - i. not use or further disclose PHI, other than as permitted or required by this Agreement or as required by law, further provided that in any case, such use or disclosure would not constitute a violation of the HIPAA Privacy Rule if done by Service Provider;
 - ii. other than as provided for in this Agreement, use appropriate administrative, physical and technical safeguards to prevent use or disclosure of PHI, and to reasonably and appropriately protect the confidentiality, integrity and availability of the electronic PHI that Agency creates,

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- maintains or transmits on behalf of Agency, and provide Service Provider with any requested information regarding such safeguards;
- iii. be obligated to provide information, to make corrections or amendments to information, to respond to the written instruction or request of Service Provider; and deliver information and documentation to Service Provider as directed, in writing, by Service Provider;
 - iv. promptly report to Service Provider any use or disclosure of PHI by Agency, its officers, directors, employees, agents and subcontractors and, to the extent known by Agency, report to Service Provider any use or disclosure by such persons not authorized by this Agreement and the remedial action taken by Agency with respect to such use or disclosure and provide such information to Service Provider upon written request of Service Provider, which request shall be made only in connection with an accounting request made to Service Provider under the then applicable HIPAA Standards;
 - v. information regarding any unauthorized use or disclosure of PHI shall be maintained by Agency for a period of not less than six (6) years from the date of such unauthorized use or disclosures;
 - vi. report to Service Provider any PHI not provided to Agency by Service Provider that Agency becomes aware;
 - vii. ensure that any agents of Agency, including a subcontractor, to whom Agency provides PHI that is received from, or created or received by Agency on behalf of Service Provider, agrees to the same restrictions and conditions set forth in this section that apply to Agency with respect to such PHI;
 - viii. to the extent applicable to Agency, promptly make available PHI in the Designated Record Set (as defined in 45 C.F.R. § 164.501) in accordance with 45 C.F.R. § 164.524;
 - ix. to the extent applicable to Agency, promptly make available PHI in the Designated Record Set for amendment and incorporate any amendments to PHI as requested by Service Provider in accordance with 45 C.F.R. § 164.526;
 - x. to the extent applicable to Agency, promptly make available information required for Service Provider to provide an accounting of disclosure in accordance with 45 C.F.R. § 164.528;
 - xi. use and disclose the information for the proper management and administration of Agency and to carry out the legal responsibilities of FAC, including, but not limited to its duties under the FDCPA and as otherwise provided in this Agreement;
 - xii. mitigate, to the extent practicable, any harmful effect that is known to Agency, of a use or disclosure of PHI by the Agency in violation of this Agreement;
 - xiii. shall provide Service Provider with copies of any subcontractor or agent contracts upon written request throughout the Term;
 - xiv. make PHI available to Service Provider and to the individual who has a right of access as required under HIPAA within thirty (30) days of the request;
 - xv. make Agency's internal practices, books, and records related to the use and disclosure of PHI received from, or created or received by Agency on behalf of Service Provider available to the Secretary of Health and Human Services for purposes of determining Service Provider's compliance with the Health and Human Services Department Standards for Individually Identifiable Health Information, 45 C.F.R. Parts 142, 160, 162 and 164; and

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- xvi. within thirty (30) calendar days of termination of this Agreement, if feasible, return all PHI received from, or created or received by FAC, its agents and subcontractors on behalf of Service Provider that is maintained in any form, or, if such return is not feasible, extend the protections of this section to the PHI retained by Service Provider and limit further uses and disclosure of PHI to those purposes that make the return or destruction of the PHI infeasible.

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EXHIBIT B-3

Supplemental Business Associate Provisions

These provisions provide additional terms not included in the Agreement that apply to any Healthcare Accounts placed by Service Provider.

1. **Purpose.** The Parties hereby intend to provide additional protections for the privacy and the security of Protected Health Information (PHI) disclosed to Agency for Healthcare Accounts only, in compliance with the Healthcare Accounts Laws, specifically the Health Insurance Portability and Accountability Act (HIPAA), and to satisfy certain standards and requirements of HIPAA, including, but not limited to Title 45, Section 164-504(c) of the Code of Federal Regulations (“CFR”), as the same may be amended from time to time. If this Exhibit in any way conflicts with other provisions of the Agreement relating to Healthcare Accounts, then the stricter of the conflicting provisions shall apply.
2. **Catch-all definition.** The following terms if used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.
3. **Additional definitions.** Within this Exhibit, the following meanings have been added or added to: (i) “Business Associate” means and is interchangeable with Agency; (ii) “Covered Entity” means and is interchangeable with Service Provider and (iii) PHI includes any information, whether oral or recorded in any form or medium: (a) that relates to the past, present or future physical or mental condition of a patient, the provision of health care to a patient, or the past, present or future payment for the provision of health care to a patient; (b) that identifies the patient or with respect to which there is a reasonable basis to believe the information can be used to identify the patient, and shall have the meaning given to such term under HIPAA Laws, including, but not limited to 45 CFR Section 164.501; and (c) is limited to the information provided and/or made available by Covered Entity to Business Associate (see 45 CFR § 160.103; 45 CFR § 501).
4. **Additional Business Associate obligations.**
 - a. **Permitted Uses and Disclosures.** Business Associate may use and/or disclose PHI in the performance of its obligations under the Agreement, as permitted by the Healthcare Account Laws and in compliance with the terms of this Agreement (see 45 CFR § 164.504(e)(2)(i)).
 - b. **Use and Disclosure for Management, Administration and Legal.** Business Associate is permitted to use and/or disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.
 - c. **Data Aggregation Services.** Business Associate is permitted to use and disclose PHI to provide “Data Aggregation Services,” as defined by 45 C.F.R. 164.501, relating to the health care operations of Covered Entity. The Parties agree that any PHI provided to Business Associate hereunder which is later de-identified and therefore no longer identifies a patient, will no longer be subject to the provisions set forth in this Agreement.
 - d. **Nondisclosure.** Business Associate will not use or further disclose Covered Entity’s PHI other than as permitted or required by this Agreement or as required by law (see 45 CFR §164.504(e)(2)(ii)(A)).
 - e. **Express allowances.** Business Associate is expressly authorized to use the PHI for: (1) the preparation of invoices to patients, carriers, insurers and others responsible for payment or reimbursement of the services provided to the patients; (2) the preparation of reminder notices and documents pertaining to collecting of overdue Healthcare Accounts and (3) the submission of supporting documentation to carriers, insurers and other payers to substantiate the health care services provided to the patients or to appeal denials of payment for same.

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- f. **Safeguards.** Business Associate shall use appropriate safeguards to prevent use or disclosure of Covered Entity's PHI other than as provided for by this Agreement (see 45 CFR § 164.504(e)(2)(ii)(A)).
5. **Reporting of disclosures.** Business Associate shall immediately report to Covered Entity any use or disclosure of Covered Entity's PHI not allowed by this Agreement or the Agreement that Business Associate becomes aware of (see 45 CFR § 164.504(e)(2)(ii)(C)).
6. **Business Associate's agents.** Business Associate shall ensure that any agents, including subcontractors, to whom it provides PHI received from, created or received by Business Associate on behalf of Covered Entity agree to the same restrictions and conditions that apply to Business Associate with respect to such PHI (see 45 CFR § 164.504(e)(2)(D)).
7. **Availability of information to Covered Entity.** To the extent applicable, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill Covered Entity's obligations to provide access to, provide a copy of, and account for disclosures with respect to PHI pursuant to HIPAA including, but not limited to, 45 CFR Sections 164.524 and 164.528 (see 45 CFR § 164.504(e)(2)(E) and (G)).
8. **Amendment of PHI.** To the extent Business Associate maintains PHI in a Designated Record Set, as defined by 45 C.F.R 164-501, Business Associate shall make Covered Entity's PHI available to Covered Entity as Covered Entity may require to fulfill Covered Entity's obligations to amend PHI pursuant to HIPAA, including, but not limited to, 45 CFR Section 164.526 and Business Associate shall, as directed by Covered Entity, incorporate any amendments to Covered Entity's PHI into copies of such PHI maintained by Business Associate (see 45 CFR § 164.504(e)(2)(F)).
9. **Internal Practices.** Business Associate shall make its internal practices, books and records relating to the use and disclosure of PHI received from Covered Entity (or created or received by Business Associate on behalf of Covered Entity) available to the Secretary of the U.S. Department of Health and Human Services (HHS) for purposes of determining Business Associate's compliance with HIPAA and the HIPAA Regulations (see 45 CFR § 164.504(e)(2)(H)).
10. **Notification of Breach.** Business Associate shall notify Covered Entity as soon as commercially reasonable of any unauthorized use or disclosure of PHI or Security Incident, as defined by 45 C.F.R. 164.304 of which Business Associate becomes aware, but in no event shall Business Associate delay more than forty-eight (48) hours after discovery of a breach before notifying Covered Entity. Business Associate shall take prompt corrective action to cure any such deficiencies. In the event of a disclosure of PHI that requires notification, Covered Entity shall develop and take the lead in complying with HIPAA notification provisions, and Business Associate shall cooperate as reasonably required.
11. **Termination.** If either Business Associate or Covered Entity knows of a pattern of activity or practice of the other that constitutes a material breach or violation of the party's obligations under the provisions of this Exhibit, then Business Associate or Covered Entity shall send written notice to the other describing the other Party's failure in detail and affording that Party a thirty (30) day period in which to cure such failure. If the Party's efforts to cure such breach or end such violation are unsuccessful, the other party shall either: (i) terminate the Agreement, if feasible or (ii) if termination of the Agreement is not feasible, the Party discovering the breach shall report the other's breach or violation to the Secretary of HHS (see 45 CFR § 164.504(e)(1)(ii)). Upon termination of this Agreement for any reason the Business Associate shall return or destroy all PHI received from Covered Entity (or created or received by Business Associate on behalf of Covered Entity) that Business Associate still maintains in any form, and shall retain no copies of such PHI or, if return or destruction is not feasible, it shall continue to extend the protections of this Agreement to such information, and limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible (see 45 CFR § 164.504(e)(2)(I)). Business Associate (Agency) shall also insure that any Business Associate of the Business Associate (Agency) herein complies with the terms of this Exhibit.
12. **Amendment to Comply with Law.** The Parties acknowledge that state and federal laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Agreement may

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be required to provide for procedures to ensure compliance with such developments. The references to the specific Healthcare Account Laws referenced parenthetically at the end of certain provisions in this Agreement are used to show the legal reference upon which the provision is based upon, but shall have no legal effect that requires the referenced law to be fully incorporated herein. Upon Covered Entity's request, Business Associate agrees to promptly enter into negotiations with Covered Entity concerning the terms of an amendment to this Agreement embodying written assurances to the extent necessary to allow Covered Entity to comply with amendments to the standards and requirements of the Healthcare Account Laws.

13. **Assistance in Litigation or Administrative Proceedings.** Each Party shall make itself and any subcontractors (to the extent possible), employees or agents assisting Business Associate in the performance of its obligations under this Agreement available to the other Party at no cost to the other Party to testify as witnesses, or as otherwise needed in the event of litigation or administrative proceedings being commenced against the other Party, its directors, officers or employees based upon claimed violation of HIPAA or other Healthcare Account Laws relating to security and privacy, except where the Party or its subcontractor, employee or agent is a named adverse to the other Party.
14. **No Third Party Beneficiaries.** Nothing expressed or implied in this Exhibit is intended to confer, nor shall anything herein confer, upon any person other than Covered Entity, Business Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

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 ONLY CERTIFICATION OF FILING

Certificate Number:
2022-891407

Date Filed:
05/25/2022

Date Acknowledged:

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

Life Line Billing Systems, LLC (LifeQuest Services)
Wautoma, WI United States

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

City of Killeen, Texas

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

RFP No. 22-14
Emergency Medical Services Billing (EMS) and Fire Service Fee Recovery

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Carnes, Greg	Winston Salem, NC United States		X
	Beck, Kevin	Wautoma, WI United States		X
	Finn, Michael	Wautoma, WI United States		X

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is Michael J. Finn, and my date of birth is 16, Nov. 1962

My address is 1134 W. Fullerton Ave Chicago IL 60614 COOK
(street) (city) (state) (zip code) (country)

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

Executed in Waukegan County, State of WI, on the 26 day of May, 2022
(month) (year)

Michael J. Finn
Signature of authorized agent of contracting business entity
(Declarant)



**AWARD RFP #22-14: EMERGENCY
MEDICAL SERVICES (EMS) BILLING AND FIRE
SERVICE FEE RECOVERY**

RS-22-080

June 21, 2022

Background

2

- The City has nine ambulance crews and eight fire stations
 - ▣ The Fire Department responds to an average of 22,000 EMS and 11,000 fire calls annually
- LifeQuest has provided EMS billing services since 2017
 - ▣ Fee of 4.6% of net revenues collected
 - ▣ Current agreement ends July 1, 2022
- RFP issued for EMS Billing and Fire Service Fee Recovery
 - ▣ Five firms submitted proposals; two highest scoring firms invited for an interview
 - ▣ LifeQuest was determined to be the best value

Contract terms

3

- Initial contract will be two years, with option to renew three additional one-year terms
- Fee of 4.0% of net revenues collected

Fiscal Year	Estimated Net Revenues Collected	Estimated Fee
2022	\$3,581,270	\$159,366
2023	\$3,650,000	\$146,000
2024	\$3,720,032	\$148,801

Alternatives

4

- Do not award RFP #22-14 and initiate another request for proposal
- Do not award RFP #22-14 to LifeQuest and negotiate with the next highest-ranking proposal
- Award RFP#22-14 to LifeQuest

Recommendation

5

City Council award RFP #22-14, Emergency Medical Services Billing and Fire Service Fee Recovery, to LifeQuest Services in the amount of 4.0% of net revenues collected and authorize the City Manager or designee to execute changes to the contract as allowed by state and local law



City of Killeen

Staff Report

File Number: RS-22-081

1	City Council Workshop	06/21/2022	Reviewed and Referred	City Council	06/28/2022
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Consider a memorandum/resolution authorizing maintenance and repair of HVAC equipment by The Brandt Companies, LLC in an amount not to exceed \$92,005 in Fiscal Year 2022.

DATE: June 21, 2022
TO: Kent Cagle, City Manager
FROM: Jonathan Locke, Executive Director of Finance
SUBJECT: HVAC Maintenance and Repair

BACKGROUND AND FINDINGS:

The City has an inventory of approximately 400 heating, ventilation, and air conditioning (HVAC) units that vary in complexity, size, and type. Building Services uses HVAC vendors to assist in the maintenance and repair of the City's HVAC units with a budget of \$267,469. The Brandt Companies, LLC is used for maintenance and repair of large complex chiller and boiler units. In addition, the Police Department uses The Brandt Companies, LLC to service all units within their buildings independently of work orders managed by Building Services. In 2021, the Police Department entered into a two-year maintenance and inspection agreement with The Brandt Companies, LLC in the amount of \$38,329.46 (\$19,164.73 annually) based off the Texas Buyboard purchasing cooperative contract #631-20.

The Brandt Companies, LLC provides repair and maintenance services through the Texas Buyboard purchasing cooperative, contract #631-20 that expires November 30, 2022, including renewal periods. Currently, the City has spent \$42,005 with The Brandt Companies for HVAC maintenance and repair, \$4,791 of the amount is from the Police Department's maintenance and inspection agreement. With the warmer months here, Building Services estimates \$50,000 in additional HVAC maintenance and service repairs to include the remaining service contract payments for the Police Department prior to yearend. The total estimated HVAC maintenance and repair expenses with The Brandt Companies, LLC in Fiscal Year 2022 is \$92,005.

THE ALTERNATIVES CONSIDERED:

1. Do not approve the maintenance and repair of HVAC equipment by The Brandt Companies, LLC.
2. Approve the maintenance and repair of HVAC equipment by The Brandt Companies, LLC.

Which alternative is recommended? Why?

Alternative 2 is recommended, which will assist Building Services in the maintenance and repair of the City's HVAC equipment

CONFORMITY TO CITY POLICY:

Yes, purchases made through a cooperative contract are exempt from the competitive bidding process as stated in Texas Local government Code section 271.102, subchapter F; a local government that purchases goods or services under this subchapter satisfies any state law requiring the local government to seek competitive bids for the purchase of goods or services.

FINANCIAL IMPACT:

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

The estimated annual expenses for The Brandt Companies in Fiscal Year 2022 are \$92,005. HVAC repair and maintenance expenses for future years are expected to be similar.

Is this a one-time or recurring expenditure?

Recurring expenditure

Is this expenditure budgeted?

Yes, departments budget funds in the Repair and Maintenance/Building account, XXX-XXXX-XXX.42-10.

If not, where will the money come from?

N/A

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

Yes

RECOMMENDATION:

City Council authorize the maintenance and repair of HVAC equipment by The Brandt Companies, LLC in an amount not to exceed \$92,005 in Fiscal Year 2022.

DEPARTMENTAL CLEARANCES:

Aviation
Community Development
Police Department
Finance
Legal

ATTACHED SUPPORTING DOCUMENTS:

Renewal Letter
Certificate of Interested Parties

November 1, 2021

Sent via email to: robin.griffin@brandt.us

Robin Griffin
The Brandt Companies, LLC
19001 N Heatherwilde Blvd., Ste 120
Pflugerville TX 78660

Re: HVAC Equipment, Supplies, and Installation of HVAC Equipment
BuyBoard Contract 631-20

The Local Government Purchasing Cooperative (BuyBoard) awarded your company a contract under HVAC Equipment, Supplies, and Installation of HVAC Equipment, Contract 631-20 effective December 1, 2020 through November 30, 2021, with two possible one-year renewals. At this time, the BuyBoard is renewing your contract through November 30, 2022.

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

Reminder: Once a BuyBoard contract is awarded, vendors must generate a minimum of \$15,000 annually or they may not be offered a contract renewal.

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

Sincerely,



Lisa Maraden
Contract Administrator

1st renewal v.02.13.2020



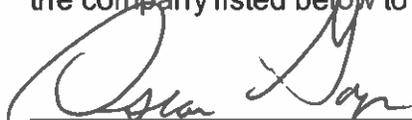
Contract Verification

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

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

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

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



 Signature

The Brandt Companies, LLC.

 Company Name

Oscar Garza

 Printed Name

General Manager

 Title

6/8/2022

 Date

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 ONLY
 CERTIFICATION OF FILING**

Certificate Number:
 2022-896508

Date Filed:
 06/08/2022

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
 The Brandt Companies, LLC.
 Waco, TX United States

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

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
 558-18
 HVAC/Plumbing/Electrical service - installation - maintenance

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

5 Check only if there is NO Interested Party.

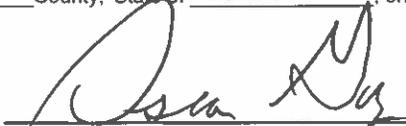
6 UNSWORN DECLARATION

My name is Oscar Garza, and my date of birth is 10/12/1966.

My address is 229 LCR 192, Coolidge, TX, 76635, USA.
(street) (city) (state) (zip code) (country)

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

Executed in McLennan County, State of Texas, on the 8 day of June, 2022.
(month) (year)


 Signature of authorized agent of contracting business entity
 (Declarant)



HVAC MAINTENANCE & REPAIR

RS-22-081

June 21, 2022

Background

2

- The City maintains 400 heating ventilation and air conditioning (HVAC) units
- Building Services uses HVAC vendors to assist with maintenance and repair of units with a budget of \$267,469
- The Brandt Companies, LLC is frequently used for maintenance and repair of large complex units at the Police Department, Airport, and other City facilities
 - The Police Department has a two-year agreement with The Brandt Companies, LLC for annual maintenance and inspection at a cost of \$19,165 annually

Background continued

3

- ❑ The City has spent \$42,005 with The Brandt Companies, LLC to date, including the Police Department's service agreement
- ❑ Building Services estimates \$50,000 in additional HVAC maintenance and repairs prior to year end
- ❑ Total estimated expenses for FY22 are \$92,005
- ❑ Pricing available through BuyBoard purchasing cooperative

Alternatives

4

- Do not approve the maintenance and repair of HVAC equipment by The Brandt Companies, LLC
- Approve the maintenance and repair of HVAC equipment by The Brandt Companies, LLC

Recommendation

5

City Council authorize the maintenance and repair of HVAC equipment by The Brandt Companies, LLC in an amount not to exceed \$92,005 in fiscal year 2022



City of Killeen

Staff Report

File Number: RS-22-082

1	City Council Workshop	06/21/2022	Reviewed and Referred	City Council	06/28/2022
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Consider a memorandum/resolution authorizing a Professional Services Agreement with Kimley-Horn for the design of the 12-inch Sewer Main in Trimmier Creek Basin Project in the amount of \$334,883.

DATE: June 21, 2022

TO: Kent Cagle, City Manager

FROM: Jeffery Reynolds, Executive Director of Public Works

SUBJECT: Authorize a Professional Services Agreement with Kimley-Horn and Associates to Design the 12-inch Sewer Main in Trimmier Creek Basin Project

BACKGROUND AND FINDINGS:

The 2019 Water and Wastewater Master Plan includes project 5S - construction of a 12-inch sewer main north of Chaparral Road and west of East Trimmier Road at an estimated total cost of \$1,620,700. This new sewer main will provide sewer service to new customers in the Trimmier Creek Basin. On May 24, 2022, City Council approved an Interlocal Agreement between the City of Killeen and Killeen Independent School District (KISD) in which KISD will fund 50% of Project 5S, up to \$750,000, provided the sewer main will service a new proposed middle school (MS 15) in the area and the project can be completed by August 2024 which is the beginning of the FY24/25 school year.

City staff has negotiated a professional services agreement (PSA) with Kimley-Horn and Associates, Inc. for the design and contract administration of the 12-inch Sewer Main in Trimmier Creek Basin Project in an amount of \$334,883. Kimley-Horn is the site-civil engineering firm for the MS 15 project and have done preliminary design of MS 15's sewer system relating to Project 5S.

THE ALTERNATIVES CONSIDERED:

- (1) Do not authorize the professional services agreement with Kimley-Horn; this will delay the design and construction of this project, resulting in the City not meeting the Interlocal Agreement's August 2024 timeline.
- (2) Authorize the execution of the professional services agreement with Kimley-Horn for the design and contract administration of the 12-inch Sewer Main in Trimmier Creek Basin Project.

Which alternative is recommended? Why?

Alternative two (2) is recommended due to Kimley-Horn's extensive experience with the design of sewer mains, including their preliminary design of the proposed MS 15's sewer system and how it relates to Project 5S. City staff believes that Kimley-Horn has submitted a fair and reasonable proposal for their engineering services and has provided designs of great value to the City in previous projects.

CONFORMITY TO CITY POLICY:

This item conforms to state and local policies. Texas Government Code, Chapter 2254, states that contracts for the procurement of defined professional services may not be awarded on the basis of competitive bids. Instead, they must be awarded on the basis of demonstrated competence and qualifications.

FINANCIAL IMPACT:

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

Total amount of \$334,883 will be encumbered in FY 2022, with charges processed throughout FY 2023 until complete.

Is this a one-time or recurring expenditure?

One-time

Is this expenditure budgeted?

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

If not, where will the money come from?

N/A

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

Yes

RECOMMENDATION:

Authorize the City Manager or designee to execute a Professional Service Agreement with Kimley-Horn and Associates, Inc. for the design and construction administration of the 12-inch Sewer Main in Trimmier Creek Basin Project in the amount of \$334,883, and authorize the City Manager, or designee, to execute any and all change orders within the amounts set by State and Local law.

DEPARTMENTAL CLEARANCES:

Public Works
Finance
Legal

ATTACHED SUPPORTING DOCUMENTS:

Agreement
Certificate of Interested Parties

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

**STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES**

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly By

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

AMERICAN CONSULTING ENGINEERS COUNCIL

AMERICAN SOCIETY OF CIVIL ENGINEERS

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

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1420 King Street, Alexandria, VA 22314

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

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

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STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of _____ (“Effective Date”) between
the CITY OF KILLEEN (“OWNER”) and Kimley-Horn and Associates, Inc. (“ENGINEER”).

OWNER and ENGINEER in consideration of their mutual covenants as set forth herein agree as follows: This project is listed as 5S on the City’s Water and Wastewater Master Plan published in 2019. The project will consist of construction of approximately 9,500 linear feet of 12-inch wastewater line between Chaparral Road and E Trimmier Road as described in **Exhibit A** of this contract in the amount of \$334,882.57

ARTICLE 1 - SERVICES OF ENGINEER

1.01 Scope

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

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

C. If authorized by OWNER, ENGINEER shall furnish Resident Project Representative(s) with duties, responsibilities and limitations of authority as set forth in Exhibit D.

ARTICLE 2 - OWNER'S RESPONSIBILITIES

2.01 General

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

ARTICLE 3 - TIMES FOR RENDERING SERVICES

3.01 General

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

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

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

3.02 Suspension

A. If OWNER fails to give prompt written authorization to proceed with any phase of services after

completion of the immediately preceding phase, or if ENGINEER's services are delayed through no fault of ENGINEER, ENGINEER may, after giving seven days written notice to OWNER, suspend services under this Agreement.

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

ARTICLE 4 - PAYMENTS TO ENGINEER

4.01 Methods of Payment for Services and Reimbursable Expenses of ENGINEER

A. *For Basic Services.* OWNER shall pay ENGINEER for Basic Services performed or furnished under Exhibit A, Part 1, as set forth in Exhibit C.

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

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

4.02 Other Provisions Concerning Payments

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

B. *Payment of Invoices.* Invoices are due and payable within 30 days of receipt. If OWNER fails to make any payment due ENGINEER for services and expenses within 30 days after receipt of ENGINEER's invoice therefore, the amounts due ENGINEER will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, ENGINEER may, after giving seven days written notice to OWNER, suspend services under this Agreement until ENGINEER has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.

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

D. *Payments Upon Termination.*

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

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

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

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

ARTICLE 5 - OPINIONS OF COST

5.01 Opinions of Probable Construction Cost

A. ENGINEER's opinions of probable Construction Cost provided for herein are to be made on the basis of ENGINEER's experience and qualifications and represent

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

5.02 Designing to Construction Cost Limit

A. If a Construction Cost limit is established between OWNER and ENGINEER, such Construction Cost limit and a statement of ENGINEER's rights and responsibilities with respect thereto will be specifically set forth in Exhibit F, "Construction Cost Limit," to this Agreement.

5.03 Opinions of Total Project Costs

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

ARTICLE 6 - GENERAL CONSIDERATIONS

6.01 Standards of Performance

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

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

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

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

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

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

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

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

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

J. ENGINEER neither guarantees the performance of any Contractor nor assumes responsibility for any

Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.

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

L. The General Conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (Document No. 1910-8, 1996 Edition) unless both parties mutually agree to use other General Conditions as specifically referenced in Exhibit H.

6.02 Authorized Project Representatives

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

6.03 Design without Construction Phase Services

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

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

6.04 Use of Documents

A. All Documents are instruments of service in respect to this Project, and ENGINEER shall retain an ownership and property interest therein (including the right of reuse at

the discretion of the ENGINEER) whether or not the Project is completed.

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

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

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

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

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

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

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

6.05 Insurance

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

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

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

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

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

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

6.06 Termination

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

1. *For cause,*

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

b. By ENGINEER:

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

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

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

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

2. *For convenience,*

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

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

6.07 Controlling Law

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

6.08 Successors, Assigns, and Beneficiaries

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

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

C. Unless expressly provided otherwise in this Agreement:

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

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

6.09 Hazardous Environmental Condition

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

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

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

D. It is acknowledged by both parties that ENGINEER's scope of services does not include any services related to a Hazardous Environmental Condition. In

the event ENGINEER or any other party encounters a Hazardous Environmental Condition, ENGINEER may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

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

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

6.10 Allocation of Risks

A. Indemnification

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

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

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

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

6.11 Notices

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

6.12 Survival

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

6.13 Severability

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

6.14 Waiver

A. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it

affect the enforceability of that provision or of the remainder of this Agreement.

6.15 Headings

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

ARTICLE 7 - DEFINITIONS

7.01 Defined Terms

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

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

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

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

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

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

6. *Basic Services*--The services to be performed for or furnished to OWNER by ENGINEER in accordance with Exhibit A, Part 1, of this Agreement.

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

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

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

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

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

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

13. *Contract Documents*--Documents that establish the rights and obligations of the parties engaged in construction and include the Construction Agreement between OWNER and Contractor, Addenda (which pertain to the Contract Documents), Contractor's Bid (including documentation accompanying the Bid and any post-Bid documentation submitted prior to the notice of award) when attached as an exhibit to the Construction Agreement, the notice to proceed, the bonds, appropriate certifications, the General Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Construction Agreement, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders, and ENGINEER's written interpretations and clarifications issued on or after the Effective Date of the Construction Agreement. Approved Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents.

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

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

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

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

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

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

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

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

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

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

subcontractors, or vendors. The term ENGINEER includes ENGINEER's Consultants.

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

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

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

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

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

29. *PCB's*--Polychlorinated biphenyls.

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

31. *Radioactive Materials*--Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

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

33. *Reimbursable Expenses*--The expenses incurred directly by ENGINEER in connection with the

performing or furnishing of Basic and Additional Services for the Project for which OWNER shall pay ENGINEER as indicated in Exhibit C.

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 8 - EXHIBITS AND SPECIAL PROVISIONS

8.01 Exhibits Included

A. Exhibit A, "ENGINEER's Services," consisting of 11 pages.

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

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

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

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

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

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

H. Exhibit H, "Special Provisions," consisting of 1 page.

8.02 Total Agreement

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

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

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

OWNER: City of Killeen

By: Kent Cagle

Title: City Manager

Date Signed: _____

Address for giving notices:

P.O. Box 1329

Killeen, TX 76540-1329

Designated Representative (paragraph 6.02.A):

Steven L Kana, P.E.

Title: Director of Water & Sewer

Phone Number: 254-501-7623

Facsimile Number: 254-501-6321

E-Mail Address: skana@killeentexas.gov

ENGINEER: Kimley Horn and Associates, Inc.

DocuSigned by:
Sean Mason
78DD67E67EDE4AC...

By: Sean Mason

Title: Vice President

Date Signed: 5/19/2022

Address for giving notices:

5301 Southwest Parkway Building 3, Suite 100

Austin, TX 78735

Designated Representative (paragraph 6.02.A):

Title: _____

Phone Number: _____

Facsimile Number: _____

E-Mail Address: _____

This is **EXHIBIT A**, consisting of 11 pages, referred to in and part of the **Agreement between OWNER and ENGINEER for Professional Services** dated _____, _____.

OWNER _____
ENGINEER _____

Initial:
DS
SM

ENGINEER's Services

Refer to Kimley-Horn and Associates, Inc Proposal for KISD Middle School Wastewater Extension project

May 19, 2022

Steve Kana, PE
City of Killeen
101 N College Street
Killeen, TX 76541

Re: Professional Services Agreement

Dear Steve:

Kimley-Horn and Associates, Inc. (“Kimley-Horn” or “Consultant”) is pleased to submit this proposal to the City of Killeen (“Client”) for providing engineering services for the design, bid, and construction of approximately 9,500 linear feet of approximately 12” wastewater line in between East Trimmier Road and Chaparral Road.

Project Assumptions

- A) The proposed 12” wastewater pipe will be analyzed and sized during the preliminary phase using simple pipe calculations. Modeling is not included in this scope.
- B) The City of Killeen will assist with providing land use assumptions for the buildout and demand used in sizing the flow.
- C) The alignment will be set during the Preliminary and 30% Submittal Phase. If any changes occur post 30%, then this will be additional services. This change could also require additional services for the subconsultants as well.
- D) Kimley-Horn has teamed with 7 Arrow Land Consultants to provide six (6) right of entry letters. There are approximately 10 parcels the wastewater pipeline crosses and research from the Bell County Appraisal District site shows three (3) parcels are owned by an Atchison family, so it is assumed that one right of entry letter can cover all three properties. It is also assumed that the Middle School will grant right of entry to the site without extensive documentation. Outside of right of entry letters, the Kimley-Horn project team will not have landowner coordination.
- E) It is assumed that all right of entry will be obtained before field services begin.
- F) Kimley-Horn has teamed with 7 Arrow Land Consultants to provide one (1) appraisal to the City of Killeen to provide a basis for making easement offers. It is understood that this will assist the City of Killeen in obtaining the easements for the project alignment. It should be noted that individual appraisals could be required if the property owner rejects the offer.
- G) The proposal does not include easement acquisition services. It is assumed that the City of Killeen will handle the outreach and negotiation with the landowners as well as acquire the easements.
- H) This proposal does not include condemnation support.
- I) This project is expected to require 10 easements based on parcel maps. If there are additional easements required during field services, then Kimley-Horn will notify the City of Killeen.
- J) Kimley-Horn has teamed with Gorrondona Surveying that will survey the land and boundary for use in design and easement acquisition by the City of Killeen.
- K) Kimley-Horn has teamed with Arias Geotechnical for boring and design the pipeline construction.
- L) Kimley-Horn has teamed with CoxMclain for natural and cultural resources study and permitting.
- M) Kimley-Horn has teamed with the Rios Group for limited Level A-D subsurface utility engineering.

- N) This project will be standalone bid and not combined with another project.
- O) This project does not include any coordination with ongoing developments other than the Middle School. If unidentified developments are encountered during design that impact the alignment or scope of work, this will be additional services.

Scope of Services

Kimley-Horn will provide the services specifically set forth below.

Task 1 - Project Management

- a) Project Schedule and Work Plan – Kimley-Horn will develop the project schedule and work plan for executing the project scope of services.
- b) Invoicing and Progress Reports – Assume this project task will have a duration of twenty-four (24) Months and includes monthly invoicing and progress reports.
- c) Project Kick-Off Meeting – Project team will attend a kickoff meeting with the City of Killeen.
- d) Up to four (4) progress meetings with the City of Killeen – 1 in person and 3 virtual.
- e) Design Team Coordination –Monthly Project Team meetings including Kimley-Horn and Subconsultants. Assumes 12, 30-minute biweekly meetings.
- f) Data Collection, Research, and Electronic File Creation– Kimley-Horn will create electronic base files by downloading and converting different electronic files provided by the City of Killeen into useable files for the Preliminary Phase of this project. Kimley-Horn will also research and incorporate available record drawings and studies as provided to fit in with this project as needed. The City will be responsible for making the following data available in the vicinity of the projects for Kimley Horn:
 - o Client GIS Data – Storm, Sewer, Wastewater, Water, High Resolution Photography, LIDAR, Roadway Master Plan Alignments. If the City is unable to provide this information, then Kimley Horn will use the available online resources for GIS shapefiles.
 - o Client Record Drawings - Storm, Sewer, Wastewater, Water, Roadway, and Site and Subdivision Plans

Task 2 Preliminary Engineering and 30% - 12" Wastewater Line

- a) Preliminary Engineering –
 - i. Sewer pipe sizing – obtain future land use maps and ultimate LUE's from the City of Killeen.
 - ii. Prepare two (2) Alignment options for review by the City of Killeen – Plan View Only
 - a) Exhibits: One (1) full size exhibit to discuss alternatives
 - iii. Prepare OPCC for 2 alignment options
 - iv. Subsurface Utility Engineering (SUE) – Level D SUE to be provided by the Rios Group at Trimmier Road. See Task 5 for their scope and fee.
 - v. QA/QC – Kimley-Horn shall perform a quality control check of the Technical Memorandum prior to the submittal to the City of Killeen
 - vi. Revisions to the QA/QC – Kimley-Horn and team to address comments generated from the QA/QC.
Deliverables:
Draft Exhibit and OPCC

30% Plans and OPCC – 12” Wastewater Line

- b) 30% Plans and OPCC – Kimley Horn will not proceed with 30% Design activities without obtaining written approval by the City of Killeen of the Preliminary Engineering and Technical Memorandum recommendations
 - i. Cover Sheet – 1 Sheet
 - ii. Project Notes and Sheet Index – 2 Sheets
 - iii. Project Control Sheet – 1 Sheet
 - iv. Project Access and Easement Plans – 2 Sheets
 - v. Wastewater Layout Sheet – 1 Sheet
 - vi. Wastewater Plan and Profile Sheets – Up to fourteen (14) Plan and Profile Sheets – 1” =80 on 11x17 sheets; 1” =40’ scaled up for 22x34 – to a 30% design level.
 - vii. Opinion of Probable Construction Cost (OPCC) – Kimley-Horn will prepare an opinion of probable construction cost for the project with a 25% contingency. (The Consultant has no control over the cost of labor, materials, equipment, or over the Contractor’s methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided are based on the information known to Consultant at the time and represent only the Consultant judgment as a design professional familiar with the construction industry. The Consultant cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.)
 - viii. Survey – to be performed by Gorrondona & Associates, Inc. See Task 5 for their scope and fee
 - a) Research property owners and obtain copies of plats, deeds, and easements.
 - b) Boundary Survey – the surveyor shall locate property corners and existing right-of-way lines. The surveyor shall prepare a property map of all the existing properties and right-of-way showing lot numbers, ownership with recording information, and all parcels affected by the project.
 - c) Establish horizontal and vertical controls.
 - d) Provide a topographic design survey of the identified route at 100’ cross sections and picking up existing features that are visible.
 - ix. Environmental Investigation - to be performed by Cox Mclain Environmental Consulting – Tech memorandum documenting the potential environmental impacts and associated regulatory commitments. See Task 5 for their scope and fee.
This investigation includes the following:
 - a) Cultural Resource Impact Assessment and Agency Coordination
 - b) Preliminary Waters of the US Delineation
 - c) Protected Species Habitat Assessment
 - d) Tech Memo and Comment Response
 - x. QA/QC – Kimley-Horn shall perform a quality control check of the 30% prior to the submittal to the City of Killeen
 - xi. Revisions to the QA/QC – Kimley-Horn and team to address comments generated from the QA/QC.
 - xii. Submit 30% and OPCC
Deliverables:
 - a) 30% Plans and OPCC – 3 hard copies half size 11x17 and PDF

Task 3 – 12” Wastewater Line Design Work Product Milestones

- a) 90% Plans, Specifications, and OPCC
- b) Final Plans, Specs and OPCC

Task 3 shall include the following for each submittal:

- i. Cover Sheet
- ii. Project Notes and Sheet Index – 2 Sheets
- iii. Project Control Sheet – 1 Sheet
- iv. Erosion and Sedimentation Plan 1000’ per sheet – up to ten (10) sheets
- v. Erosion and Sedimentation Details – Four (4) Sheets
- vi. Traffic Control Plan – Two Sheets (2) Sheets
- vii. Traffic Control Details – Sixteen (16) Standard TxDOT Detail Sheets
- viii. Project Access and Easement Plans – 2 Sheets
- ix. Wastewater Layout Sheet – 1 Sheet
- x. Wastewater Plan and Profile Sheets – Up to fourteen (14) Plan and Profile Sheets – 1” =80’ on 11x17 Sheets; 1” = 40’ on 22x34 scaled up.
- xi. Wastewater Plan Details – Up to four (4) Detail Sheets
- xii. Specifications - Full specification list including Killeen Front End Docs, General specifications, and technical specifications.
- xiii. Geotechnical Investigation – to be performed by Arias Geoprosessionals. See Task 5 for their scope and fee.
- xiv. Subsurface Utility Engineering – Level B and Level A – to be performed by The Rios Group. See Task 5 for their scope and fee.
 - a) Up to 2 QL “A” Test Holes
- xv. Survey – Easement Metes and Bounds for up to 10 easements – to be performed by Gorrondona & Associates. Temporary construction easements will be shown on the permanent easement exhibit. This number is based on the best information available at the time of this proposal and could be subject to change as the project advances. See Task 5 for their scope and fee.
- xvi. Appraisal Services for one (1) Easement – to be performed by 7 Arrow Land Staff. See Task 5 for their scope and fee.
 - a) Prepare pre-appraisal contact with interest owners for each parcel
 - b) Contact property owner or their designated representative to offer opportunity to accompany the appraiser on the appraiser’s inspection of the property.
 - c) Finalize complete appraisal report for each parcel.
 - d) All completed appraisals will be administratively reviewed and approved by the City of Killeen.
 - e) Appraisal fee could be adjusted on complexity of evaluation within range provided in Fee Schedule.
- xvii. Opinion of Probable Construction Cost (OPCC) – Kimley-Horn will prepare an opinion of probable construction cost for the project with a 20% contingency. The Consultant has no control over the cost of labor, materials, equipment, or over the Contractor’s methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided are based on the information known to Consultant at the time and represent only the Consultant judgment as a design professional

familiar with the construction industry. The Consultant cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.

- xviii. QA/QC – Kimley-Horn shall perform a quality control check of the deliverable prior to submittal to the City of Killeen.
- xix. Revisions from the QA/QC – Kimley-Horn and team shall address the comments from the QA/QC.
- xx. Submit Deliverable: Compilation of the Task work products into the required deliverables to the City of Killeen, including compiling PDFs and printing copies

Task 4 – Permitting and Land Acquisition Support

- a) Texas Commission of Environmental Quality (TCEQ)
 - a. The Consultant will submit water plans to TCEQ in accordance with TCEQ 290.
 - i. TCEQ Assumptions
 - 1. One (1) submittal
 - 2. Deliverables
 - a. TCEQ submittal letter

Kimley-Horn does not guarantee the issuance of permits or approvals. If permits are issued for this project, the conditions and expiration dates are the sole responsibility of the Client. Kimley-Horn is not responsible for extending time limited entitlements or permits. Kimley-Horn can provide services to file for extensions, if applicable, provided the Client issues a direct written request for each requested entitlement, prior to the dates of expiration.

Task 5 – Subconsultants

- a) Gorrondona and Associates – Survey; Boundary and Topography
- b) Arias and Associates – Geotechnical Investigation and Reporting
- c) Cox Mclain and Associates – Environmental Investigation
- d) The Rios Group – Subsurface Utility Investigation (SUE)
- e) 7 Arrow Land Staff – Right of Entry and Land Acquisition

Task 6 – Bidding Phase Services

It is anticipated that this project will contain one (1) set of Construction Documents. The Consultant will perform the following professional services for the bidding phase of the project:

- a) Notice to Bidders – The Consultant will prepare a notice to bidders and/or assist the Client with preparation.
- b) Pre-Bid Conference – The Consultant will attend a Pre-bid conference.
- c) Respond to Contractor Questions – the Consultant will respond to contractor questions regarding clarifications to the plans.

- d) Addenda – The Consultant will answer contractor questions during the bid process. The Consultant will issue up to four (4) addenda as required.
- e) Bid Opening – The Consultant will attend the bid opening, review bids, and prepare a tabulation of bids, and assist with bid evaluation scoring as needed.
- f) Recommendation for Award – The Consultant will prepare a letter with a recommendation for award.
- g) Final Conformed Contract Documents – The Consultant will print and issue a PDF set of plans and specifications for distribution to the Client.

Task Deliverables:

- a) Bid tabulation
- b) Recommendation for Award
- c) Conformed Documents

Task 7 – Construction Phase Services

Consultant will provide the limited construction phase services specifically stated below:

- a) Pre-Construction Conference. Consultant will conduct [or attend] a Pre-Construction Conference prior to commencement of Work at the Site.
- b) Visits to Site and Observation of Construction. Consultant will make visits at intervals as directed by Client in order to observe the progress of the Work. For this scope of services, it is assumed that two (2) site visits during construction will be required. Any others can be overlapped with c) below. Such visits and observations by Consultant are not intended to be exhaustive or to extend to every aspect of Contractor's work. Observations are to be limited to spot checking, selective measurement, and similar methods of general observation. Based on information obtained during such visits, Consultant will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Documents, and Consultant will keep Client informed of the general progress of the Work.
 - I. Consultant shall not, during such visits or as a result of such observations, supervise, direct, or have control over Contractor's work, nor shall Consultant have authority over or responsibility for the means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, nor for any failure of Contractor to comply with applicable laws and regulations. Consultant neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.
 - II. Recommendations with Respect to Defective Work. Consultant will recommend to Client that Contractor's work be disapproved and rejected while it is in progress if, on the basis of such observations, Consultant believes that such work will not produce a completed Project that conforms generally to Contract Documents.
- c) Monthly Project Meetings: The Consultant shall attend twelve (12) monthly construction meetings for the duration of construction which is anticipated to be 12 months. The construction meetings

shall be with the consultant, selected contractor, owner's representative, and program manager. The consultant shall prepare an agenda and distribute meeting minutes to all attendees.

- d) Clarifications and Interpretations. Consultant will respond to reasonable and appropriate Contractor requests for information and issue necessary clarifications and interpretations of the Contract Documents to Client as appropriate to the orderly completion of Contractor's work. Any orders authorizing variations from the Contract Documents will be made by Client. This scope of services assumes up to six (6) RFIs during the construction phase.
- e) Change Orders. Consultant may recommend Change Orders to Client and will review and make recommendations related to Change Orders submitted or proposed by the Contractor. This scope of services assumes up to two (2) change order evaluations.
- f) Shop Drawings and Samples. Consultant will review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs. This scope of services assumes reviewing up to thirty (30) shop drawings. Each submittal shall be reviewed up to two (2) times.
- g) Substitutes and "or-equal." Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor in accordance with the Contract Documents, but subject to the provisions of applicable standards of state or local government entities. This assumes up to two (2) evaluations of equal substitutes.
- h) Inspections and Tests. Consultant may require special inspections or tests of Contractor's work as Consultant deems appropriate and may receive and review certificates of inspections within Consultant's area of responsibility or of tests and approvals required by laws and regulations or the Contract Documents. Consultant's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Consultant shall be entitled to rely on the results of such tests and the facts being certified.
- i) Disagreements between Client and Contractor. Consultant will, if requested by Client, render written decision on all claims of Client and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the progress of Contractor's work. In rendering such decisions, Consultant shall be fair and not show partiality to Client or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.
- j) Applications for Payment. Based on its observations and on review of applications for payment and accompanying supporting documentation, Consultant will determine the amounts that Consultant recommends Contractor be paid. Such recommendations will be based on Consultant's knowledge, information, and belief, and will state whether in Consultant's opinion Contractor's work has progressed to the point indicated, subject to any qualifications stated in the recommendation. In the case of unit price work, Consultant's recommendations of payment will include determinations of quantities and classifications of Contractor's work, based on observations and measurements of quantities provided with pay requests. Consultant's

recommendations will not be a representation that its observations to check Contractor's work have been exhaustive, extended to every aspect of Contractor's work, or involved detailed inspections.

- k) **Substantial Completion.** Consultant will, promptly after notice from Contractor that it considers the entire Work ready for its intended use, in company with Client and Contractor, conduct a site visit to determine if the Work is substantially complete. Work will be considered substantially complete following satisfactory completion of all items with the exception of those identified on a final punch list. If after considering any objections of Client, Consultant considers the Work substantially complete, Consultant will notify Client and Contractor.
- l) **Final Notice of Acceptability of the Work.** Consultant will conduct a final site visit to determine if the completed Work of Contractor is generally in accordance with the Contract Documents and the final punch list so that Consultant may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Consultant shall also provide a notice that the Work is generally in accordance with the Contract Documents to the best of Consultant's knowledge, information, and belief based on the extent of its services and based upon information provided to Consultant upon which it is entitled to rely.
- m) **Record Drawings –** Consultant will prepare a set of record drawings based on the contractors redlines in the field. Record drawings will be delivered in PDF and AutoCAD format.

Task Deliverables:

- Review of up to thirty (30) shop drawings and submittals
- Prepare up to six (6) site visit/ observations notes
- Attend and distribute meeting minutes for up to twelve (12) monthly meetings
- Prepare responses for up to six (6) RFIs
- Prepare responses for up to three (3) Change Orders
- Substantial Completion Walk-Through and checklist
- Final Completion and Concurrence Letter
- Record Drawings

Additional Services

Any services not specifically provided for in the above scope will be billed as additional services and performed at our then current hourly rates. Additional services we can provide include, but are not limited to, the following:

- A) Odor control studies and facilities are not included in this scope of services.
- B) SWPPP Design, Inspection, or construction services.
- C) Storm sewer design, detention design, or any floodplain analysis or design.
- D) Franchise Utility Design is not included in this proposal.
- E) This scope includes one appraisal for easements. If additional are needed by the client, then Kimley-Horn team can provide them.
- F) This proposal does not include easement acquisition services or landowner meetings.
- G) Unavoidable relocation design and construction for utility, water, wastewater, storm sewer, or other underground structure or pipeline that would conflict with this design is not included.

- H) Field Archaeological Survey.
- I) Providing shop, mill, field, or laboratory inspection of materials and equipment is not included.
- J) Performing investigations, studies, and analysis of work proposed by construction Contractor to correct defective work.
- K) Design, contract modifications, studies or analysis required to comply with local, state, federal, or other regulatory agencies that become effective after the date of this agreement.
- L) Services required to resolve bid protests or to rebid the project for any reason.
- M) Full time resident representation services.
- N) Providing services after the completion of the construction phase services.
- O) Detailed Tree Survey
- P) Tree mitigation or irrigation services.
- Q) Wastewater Alignment changes after 30% that involve movement into areas that were not identified during the Preliminary Phase and are not surveyed. Alignment changes could cause additional environmental, survey, SUE, and land acquisition rework.
- R) Legal Representation at hearings.
- S) Public Meetings
- T) Platting and City Development Permitting
- U) Warranty Services
- V) Providing services to review contractor claims, provided said claims are supported by causes not within the control of Kimley Horn or associated subconsultants.
- W) Updates to Appraisals from the original is not included.
- X) Preparation of Condemnation package as directed by the City.
- Y) Production of O&M manuals, except for those provided by the manufacturers, is not included in the scope. If additional O&M are requested, then this will be additional services.
- Z) If the client engages a third-party review for design and constructability after the execution of this agreement, this can cause additional services.
- AA) No USACE permit or pre-construction notice is included in this scope of services.
- BB) No species presence/absence surveys or coordination with USFWS or TPWD is included.
- CC) Backhoe trenching is not required in this proposal. If the Texas Historic Commission requires this then Kimley Horn will coordinate with the City of Killeen.

Information Provided By Client

We shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives. The Client shall provide all information requested by Kimley-Horn during the project, including but not limited to the following:

- A) Provide Kimley-Horn with all the criteria and full information for the Project, including design objectives and constraints, design standards for use in the design and specifications, budgetary limitations, standard forms, conditions, and related documents for the engineer to include in design, bidding, and construction.
- B) Future land use maps and ultimate LUE's used in sizing the pipeline.
- C) All required reports, drawings, data, GIS files, floodplain information, site plans, and proposed improvements within the vicinity that could have an impact on the design.
- D) If Right of Entry is required by the engineer, and the landowner rejects, the Client will provide all legal services related to injunctive hearings to obtain access for engineering and field services.
- E) If easement negotiations fail resulting in eminent domain, the Client will provide all legal services related to the acquisition of the subject easement.

Responsibilities of Client

EXHIBIT A

In addition to other responsibilities set out in this Agreement, the Client shall:

- A) Negotiating with the landowners for easements.
- B) Obtaining appraisals outside of the one (1) included in this scope.
- C) Provide bidding platform for advertisement, plan distribution, and location for pre-bid meetings.
- D) Attend the pre-bid meeting, bid opening, pre-construction meeting, construction progress meetings, other job-related meetings, and substantial completion and final payment inspections.
- E) Provide inspection and monitoring services for the construction of the project.
- F) Advise Kimley-Horn of the identity and scope of services of any independent consultants employed by the City of Killeen to perform or furnish services in regard to the project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.

Fee and Expenses

Kimley-Horn will perform the services in Tasks 1 - 8 on a labor fee plus expense basis with the maximum fee shown below.

Task 1	Project Management	\$ 12,840.00
Task 2	Preliminary Engineering & 30%	\$ 38,660.00
Task 3	Design Phase	\$ 79,805.00
Task 4	Permitting and Easement Coordination	\$ 950.00
Task 5	Subconsultants Services	\$ 151,867.57
Task 6	Bidding Phase Services	\$ 17,160.00
Task 7	Limited Construction Phase Services	\$ 28,600.00
Expenses		\$ 5,000
Maximum Fee		\$ 334,882.57

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

OWNER _____
ENGINEER _____

Initial:
DS
SM

OWNER's Responsibilities

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

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

A. Provide ENGINEER with all criteria and full information as to OWNER's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which OWNER will require to be included in the Drawings and Specifications; and furnish copies of OWNER's standard forms, conditions, and related documents for ENGINEER to include in the Bidding Documents, when applicable.

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

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

1. Property descriptions.
2. Zoning, deed, and other land use restrictions.
3. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
4. Explorations and tests of subsurface conditions at or contiguous to the Site, drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site, or hydrographic surveys, with appropriate professional interpretation thereof.
5. Environmental assessments, audits, investigations and impact statements, and other relevant environmental or cultural studies as to the Project, the Site, and adjacent areas.
6. Data or consultations as required for the Project but not otherwise identified in the Agreement or the Exhibits thereto.

D. Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of a Hazardous Environmental Condition or of any other development that affects the scope or time of performance of ENGINEER's services, or any defect or nonconformance in ENGINEER's services or in the work of any Contractor.

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

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

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

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

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

I. Provide, as required for the Project:

1. Accounting, bond and financial advisory, independent cost estimating, and insurance counseling services.
2. Legal services with regard to issues pertaining to the Project as OWNER requires, Contractor raises, or ENGINEER reasonably requests.
3. Such auditing services as OWNER requires to ascertain how or for what purpose Contractor has used the moneys paid.
4. Placement and payment for advertisement for Bids in appropriate publications.

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

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

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

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

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

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

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

1. That Contractor is complying with any Laws and Regulations applicable to Contractor's performing and furnishing the Work.
2. That Contractor is taking all necessary precautions for safety of persons or property and complying with any special provisions of the Contract Documents applicable to safety.

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

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

Initial:
OWNER _____
ENGINEER _____
DS
SM

Payments to ENGINEER for Services and Reimbursable Expenses

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

ARTICLE 4 -- PAYMENTS TO THE ENGINEER

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

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

1. Progress payments in the amount of \$334,882.57 based on the following assumed distribution of compensation:

a. Project Management	<u>\$12,840.00</u>
b. Preliminary Engineering	<u>\$38,660.00</u>
c. Design Phase	<u>\$79,805.00</u>
d. Permitting and Easement	<u>\$950.00</u>
e. Subconsultants Services	<u>\$151,867.57</u>
f. Bidding Phase Services	<u>\$17,160.00</u>
g. Construction Phase Services	<u>\$28,600.00</u>
h. Expenses	<u>\$5,000.00</u>

2. ENGINEER may alter the distribution of compensation between individual phases noted

herein to be consistent with services actually rendered, but shall not exceed the total amount unless approved in writing by the OWNER.

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

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

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

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

Initial:
DS
OWNER _____
ENGINEER _____

SM

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

NOT APPLICABLE

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

OWNER _____
ENGINEER _____

Initial:
DS
SM

NOTICE OF ACCEPTABILITY OF WORK

PROJECT: _____

OWNER:

OWNER's Construction Contract Identification:

EFFECTIVE DATE OF THE CONSTRUCTION AGREEMENT:

CONSTRUCTION CONTRACT DATE:

ENGINEER:

To: OWNER

And To: CONTRACTOR

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

By: _____

Title: _____

Dated: _____, _____

(Reverse side of Notice)

CONDITIONS OF NOTICE OF ACCEPTABILITY OF WORK

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

1. Said Notice is given with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.
2. Said Notice reflects and is an expression of the professional judgment of ENGINEER.
3. Said Notice is given as to the best of ENGINEER’s knowledge, information, and belief as of the date hereof.
4. Said Notice is based entirely on and expressly limited by the scope of services ENGINEER has been employed by OWNER to perform or furnish during construction of the Project (including observation of the CONTRACTOR’s work) under ENGINEER’s Agreement with OWNER and under the Construction Contract referenced on the reverse hereof, and applies only to facts that are within ENGINEER’s knowledge or could reasonably have been ascertained by ENGINEER as a result of carrying out the responsibilities specifically assigned to ENGINEER under ENGINEER’s Agreement with OWNER and the Construction Contract referenced on the reverse hereof.
5. Said Notice is not a guarantee or warranty of CONTRACTOR’s performance under the Construction Contract referenced on the reverse hereof nor an assumption of responsibility for any failure of CONTRACTOR to furnish and perform the Work thereunder in accordance with the Contract Documents.

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

OWNER _____
ENGINEER _____

Initial:
DS
SM

Construction Cost Limit

NOT APPLICABLE

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

Initial:
 OWNER _____
 ENGINEER _____ DS
SM

Insurance

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

G6.05 *Insurance*

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

1. By ENGINEER:

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

[or]

- 1) Combined Single Limit (Bodily Injury and Property Damage):
 Each Accident \$ 500,000

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

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

OWNER _____
ENGINEER _____

Initial:
DS
SM

Special Provisions

- None



Contract Verification

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

- Texas Government Code, Chapter 2271 – the company must verify that it does not boycott Israel and will not boycott Israel during the term of the contract. *Boycott Israel is defined in Government Code Chapter 808.*
- Texas Government Code, Chapter 2274 – the company must verify that it does not boycott energy companies and will not boycott energy companies during the term of the contract. *Boycott energy company is defined in Government Code Chapter 809.*
- Texas Government Code, Chapter 2274 – the company must verify that it does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association. Verification is not required from a sole source provider. *Discriminate, firearm entity and firearm trade association are defined in Government Code Chapter 2274.*

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

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

DocuSigned by:

 78DD67E67EDE4AC...
 Signature

Sean Mason

 Printed Name

5/23/2022

 Date

Kimley-Horn and Associates, Inc.

 Company Name

Associate

 Title

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 ONLY
CERTIFICATION OF FILING**

Certificate Number:
2022-889399

Date Filed:
05/23/2022

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Kimley-Horn and Associates, Inc.
Dallas, TX United States

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

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
20220519
Engineering services for the design, bid, and construction of approx 9,500 linear feet of approx 12" wastewater line in between East Trimmier Road and Chaparral Road.

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	McEntee, David L	Dallas, TX United States	X	
	Lefton, Steve	Dallas, TX United States	X	
	Flanagan, Tammy	Dallas, TX United States	X	
	Cook, Richard N	Dallas, TX United States	X	

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is SARAH MEZA, and my date of birth is 05/14/1981.

My address is 13455 NOEL ROAD, SUITE 700, DALLAS, TX, 75240, US.
(street) (city) (state) (zip code) (country)

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

Executed in DALLAS County, State of TEXAS, on the 23RD day of MAY, 2022.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

A stylized graphic in the background consisting of a grey five-pointed star at the top right, with a curved grey line extending from the bottom left towards the star. The line is composed of several overlapping, slightly offset segments, creating a sense of motion or a path.

PROFESSIONAL SERVICES AGREEMENT
FOR THE 12-INCH SEWER MAIN IN
TRIMMIER CREEK BASIN PROJECT

RS-22-082

June 21, 2022

120

Background and Findings

- The 2019 Water and Wastewater Master Plan includes project 5S – construction of a 12-inch sewer line north of Chaparral and west of East Trimmier Road with an estimated total cost of \$1,620,700.
- On May 24, 2022, City Council approved an Interlocal Agreement between the City and KISD in which KISD will fund 50% of Project 5S up to \$750,000; provided the sewer line will service a new proposed middle school (MS 15) and the project can be completed by August 2024.
- Kimley-Horn submitted a professional services agreement (PSA) for the design and contract administration of Project 5S in an amount of \$334,883.

Alternatives

4

- Do not authorize the professional services agreement with Kimley-Horn; this will delay the design and construction of this project, resulting in the City not meeting the Interlocal Agreement's August 2024 timeline.
- Authorize the execution of a professional services agreement with Kimley-Horn for the design and contract administration of the 12-inch Sewer Main in Trimmier Creek Basin Project.

Recommendation

5

- City Council authorize the City Manager, or designee, to execute a Professional Services Agreement with Kimley-Horn for the design and contract administration of the 12-inch Sewer Main in Trimmier Creek Basin Project in the amount of \$334,883 and authorize the City Manager, or designee, to execute any and all change orders within the amounts set by State and Local law.



City of Killeen

Staff Report

File Number: RS-22-083

1	City Council Workshop	06/21/2022	Reviewed and Referred	City Council	06/28/2022
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Consider a memorandum/resolution authorizing Addendum No. 7 to the Amended and Restated Water Supply Contract with WCID for the Lake Belton Water Plant Power Resilience Project.

DATE: June 21, 2022

TO: Kent Cagle, City Manager

FROM: Jeffery Reynolds, Executive Director of Public Works

SUBJECT: Authorize the execution and delivery of Addendum No. 7 to the Amended and Restated Water Supply Contract for the Lake Belton Water Plant Power Resilience Project

BACKGROUND AND FINDINGS:

Bell County Water Control and Improvement District No. 1 (the District) operates a water treatment plant and transmission facility at the edge of Lake Belton. The District supplies treated water to area cities, including the City of Killeen. Senate Bill 3 (SB 3) of the 87th Texas Legislature requires all water providers to develop and implement an Emergency Preparedness Plan (EPP). A key factor of this plan is the ability to provide water to all customers at a 20-psi minimum pressure for at least 24-hours in the event of a system-wide power outage. The District's EPP includes the installation of standby generators at the Lake Belton Water Plant.

On June 7, 2022, the District presented their proposed Lake Belton Water Plant Power Resilience Project to City Council. City Council issued a Motion of Direction for City staff to bring this project back with the necessary contract addendum for further review.

It is the intent of the District to sell \$11,330,000 in Water System Revenue Bonds, Series 2022A to finance the project. The District has prepared a contract wherein all of the customers receiving water from the Lake Belton Water Plant will pay a proportionate share of the cost of the Power Resilience Project. The portion of the bonds that the City of Killeen will be responsible for is 43.2432% or \$4,895,000.

THE ALTERNATIVES CONSIDERED:

- (1) Do not authorize the execution and delivery of Addendum No. 7 to the Amended and Restated Water Supply Contract of April 1, 2004.
- (2) Authorize the execution and delivery of Addendum No. 7 to the Amended and Restated Water Supply Contract of April 1, 2004.

Which alternative is recommended? Why?

Alternative two (2) is recommended because it provides funding for the District's Power Resilience Project which will enable the District to provide water during a system-wide power outage.

CONFORMITY TO CITY POLICY:

Addendum No. 7 conforms to all City policies regarding contracted services and the funding of such services.

FINANCIAL IMPACT:

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

Expenditures based on the attached debt service schedule will begin in FY 2023 and will be fulfilled in FY 2042, in a total amount of \$7,571,219.38. This includes \$4,895,000 of principal and \$2,676,219.38 in interest payments.

Is this a one-time or recurring expenditure?

The debt service is recurring through FY 2042.

Is this expenditure budgeted?

Yes, funds will be included in the FY 2023 proposed budget in the Water and Sewer Fund Water Distribution account 550-3410-436.50-91.

If not, where will the money come from?

N/A

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

Yes

RECOMMENDATION:

City Council approve the attached resolution authorizing the execution and delivery of Addendum No. 7 to the Amended and Restated Water Supply Contract of April 1, 2004.

DEPARTMENTAL CLEARANCES:

Public Works
Legal
Finance

ATTACHED SUPPORTING DOCUMENTS:

Addendum
General Certificate
Resolution
Exhibit B
Exhibit C

Addendum No. 7
(City of Killeen)

This Addendum No. 7 (this “Addendum”) relates to that certain Amended and Restated Water Supply Contract, made and entered into as of April 1, 2004, as amended by that certain First Amendment to Amended and Restated Water Supply Contract, made and entered into as of April 18, 2006, and that certain Second Amendment to Amended and Restated Water Supply Contract, made and entered into as of February 11, 2014 (collectively, the “Water Supply Contract”), each by and between the Bell County Water Control and Improvement District No. 1 and the City of Killeen, Texas (the “Purchaser”), and is an addendum to the Water Supply Contract for all purposes, including, particularly, for the purposes of Paragraph 9 and Paragraph 12 of the Water Supply Contract.

Bond Name: Bell County Water Control and Improvement District No. 1 Water System Revenue Bonds, Series 2022A (the “Bonds”).

Aggregate Principal Amount of Bonds: Not to exceed \$11,330,000 (the “Maximum Aggregate Principal Amount”).

Purpose: Construction of modifications to the Lake Belton Water Plant.

Allocation of Debt Service on the Bonds:

<u>Customer</u>	<u>Debt Service Percentage⁽¹⁾</u>
City of Killeen	43.2432%
City of Copperas Cove	18.2432
City of Harker Heights	18.2432
City of Belton	13.5135
Bell County Water Control and Improvement District No. 3	2.7027
439 Water Supply Corporation	4.0541
	100.0000%

Based on the Maximum Aggregate Principal Amount and the Debt Service Percentages set forth above, the principal amount of the Bonds to be allocated to and charged to the Purchaser is \$4,895,000 (the “Purchaser’s Allocated Principal Amount”), which has been rounded to conform to the authorized denominations of the Bonds. The Purchaser’s Allocated Principal Amount is preliminary and subject to market conditions at the time of pricing the Bonds. The debt service requirements relating to such principal amount shall be charged to the Purchaser as fixed charges in accordance with Paragraph 9 of the Water Supply Contract and shall be charged substantially in accordance with the schedule set forth in Exhibit A to this Addendum. The amounts shown in such schedule do not include any amounts that may be included in fixed

⁽¹⁾ Reflects, in each case, an allocation of debt service on the Bonds to the Customers calculated in accordance with Paragraph 9(A)(4)(a)(1) of the Water Supply Contract.

charges for deposit into the debt service reserve fund for the Bonds to cover any future deficiencies in the reserve fund or for payment of debt service on any other bonds of the District. Further, the Purchaser recognizes that the District will bill and collect fixed charges allocable to the Purchaser through its monthly billing process.

The final pricing of the Bonds will affect the Purchaser's Allocated Principal Amount set forth herein and the debt service schedule set forth in Exhibit A hereto. Following the final pricing of the Bonds, the District will provide an amended Exhibit A to the Purchaser reflecting the final Purchaser's Allocated Principal Amount and the debt service requirements relating thereto, and this Addendum shall be deemed to be amended to incorporate and conform to the amended Exhibit A.

If upon the completion of all projects to be constructed with the proceeds of the Bonds there remain unexpended Bond proceeds, the District may, in accordance with the order authorizing the issuance of the Bonds, use such unexpended Bond proceeds to pay, redeem or defease outstanding Bonds, or to construct additional facilities or for other purposes permitted under the order authorizing the Bonds. Any such redemption or defeasance will affect the debt service schedule set forth in Exhibit A. The District shall provide written notice to the Purchaser of any such redemption or defeasance, together with an amended Exhibit A. Upon the giving of such notice, this Addendum shall be deemed to be amended to incorporate and conform to the amended Exhibit A.

[EXECUTION PAGE FOLLOWS]

EXECUTED this the _____ day of _____, 2022, in Bell County, Texas.

BELL COUNTY WATER CONTROL AND
IMPROVEMENT DISTRICT NO. 1

By: _____
President, Board of Directors

ATTEST:

Secretary

CITY OF KILLEEN, TEXAS (Purchaser)

[Name and Title]

ATTEST:

Secretary

EXHIBIT A

GENERAL CERTIFICATE OF THE CITY OF KILLEEN, TEXAS

We, the undersigned Mayor, City Manager and City Secretary, respectively, of the City of Killeen, Texas (the “City”), hereby certify the following information in connection with the issuance and delivery of the Bell County Water Control and Improvement District No. 1 Water System Revenue Bonds, Series 2022A (the “Bonds”) being issued by the Bell County Water Control and Improvement District No. 1 (the “District”).

(1) The City and the District previously entered into a certain water supply contract entitled “Amended and Restated Water Supply Contract,” made and entered into as of April 1, 2004, as amended by a First Amendment to Amended and Restated Water Supply Contract, made and entered into as of April 18, 2006, and a Second Amendment to Amended and Restated Water Supply Contract, made and entered into as of February 11, 2014 (as amended, the “Water Supply Contract”), and the Water Supply Contract is currently in effect and has not been rescinded, modified or repealed.

(2) The duly qualified and acting members and officers of the City Council and certain other officers of the City are as follows:

Debbie Nash-King	Mayor
Ken Wilkerson	Mayor Pro Tem
Jose L. Segarra	Councilmember
Ramon Alvarez	Councilmember
Riakos Adams	Councilmember
Jessica Gonzalez	Councilmember
Nina Cobb	Councilmember
Michael Boyd	Councilmember
Kent Cagle	City Manager
Lucy Aldrich	City Secretary

(3) Attached hereto as Exhibit A is a true and correct copy of a resolution (the “Resolution”) adopted by the City Council of the City, authorizing the execution and delivery of an Addendum No. 7 to the Water Supply Contract (“Addendum No. 7”), between the City and the District, in substantially the form attached to the Resolution. The Resolution was duly adopted at a regular meeting of the City Council of the City held at the regular meeting place thereof, on June 28, 2022, and all members of the City Council identified in paragraph (2) above were present at such meeting, thus constituting a quorum. The Resolution was duly introduced for consideration of the City Council and was approved by the unanimous vote of those present. Each member of the City Council was duly and sufficiently notified officially and personally in advance, of the time, place and purpose of the aforesaid meeting and that said Resolution would be introduced and considered for passage at said meeting. Said meeting was open to the public, and public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code, as amended.

- (4) All official action required for the execution, delivery and performance by the City of the Water Supply Contract and Addendum No. 7 have been effectively taken by the City and the City was duly authorized to enter into the Water Supply Contract and Addendum No. 7.
- (5) On the date of this Certificate we are, and at the time of execution of Addendum No. 7 on behalf of the City we were, the duly elected or appointed officials of the City holding the respective offices set forth next to our names below, and were duly authorized to execute Addendum No. 7 on behalf of the City.
- (6) No litigation is pending or, to our knowledge, threatened which would (i) affect the authority of the undersigned as officers of the City or their title to their respective offices, (ii) contest the authority for or the authorization, legality or validity of the Water Supply Contract or Addendum No. 7, or (iii) affect the source of payment for the Water Supply Contract.
- (7) The City is not in default under any of the provisions of the Water Supply Contract or Addendum No. 7.
- (8) Set forth in Exhibit B is a true and correct statement of the water and sewer rates currently in effect with respect to the City's water and sewer system (the "System").
- (9) Attached hereto as Exhibit C is a true and correct statement of the Condensed Statement of Operations, Debt Service Schedule and Projected Debt Service Coverage Ratio with respect to the System for the Fiscal Years stated therein (as more particularly described in footnote (1) of Exhibit C), and including a true and correct statement of the City's proportionate share of debt service with respect to the Bonds and Bonds Similarly Secured. There has not been any material adverse change in the financial condition of the City since the latest date as of which audited financial information is available.
- (10) None of the City's payment obligations under the Water Supply Contract are payable from an ad valorem tax.
- (11) The Attorney General of Texas is hereby authorized and directed to date this Certificate concurrently with the date of approval of the Bonds, and can rely on the absence of any litigation or contest pertaining to the Bonds or any other matters covered by this Certificate, and on the veracity and currency of this Certificate at the time of approval of the Bonds, unless otherwise notified.

[Execution page follows]

EXECUTED AND DELIVERED ON _____.

Signatures

Official Title

Debbie Nash-King
Mayor

Kent Cagle
City Manager

Lucy Aldrich
City Secretary

THE STATE OF TEXAS §

§

COUNTY OF BELL §

Before me, on this day personally appeared Debbie Nash-King, known to me to be the Mayor whose true and genuine signature was subscribed to the foregoing instrument in my presence.

Notary Public
State of Texas

Dated: _____

(NOTARY SEAL)

THE STATE OF TEXAS §

§

COUNTY OF BELL §

Before me, on this day personally appeared Kent Cagle, known to me to be the City Manager whose true and genuine signature was subscribed to the foregoing instrument in my presence.

Notary Public
State of Texas

Dated: _____

(NOTARY SEAL)

THE STATE OF TEXAS §
 §
COUNTY OF BELL §

Before me, on this day personally appeared Lucy Aldrich, known to me to be the City Secretary whose true and genuine signature was subscribed to the foregoing instrument in my presence.

(NOTARY SEAL)

Notary Public
State of Texas
Dated: _____

EXHIBIT A
RESOLUTION

(See attached)

EXHIBIT B

STATEMENT OF CURRENT WATER AND SEWER RATES

(See attached)

EXHIBIT C

CONDENSED STATEMENT OF OPERATIONS OF SYSTEM

DEBT SERVICE SCHEDULE AND PROJECTED DEBT SERVICE COVERAGE RATIO

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KILLEEN,
TEXAS, AUTHORIZING THE EXECUTION AND DELIVERY OF AN
ADDENDUM NO. 7 TO AMENDED AND RESTATED WATER SUPPLY
CONTRACT**

WHEREAS, the City of Killeen, Texas (the “City”), has previously entered into that certain Amended and Restated Water Supply Contract, made and entered into as of April 1, 2004, as amended by a First Amendment to Amended and Restated Water Supply Contract, made and entered into as of April 18, 2006, and by a Second Amendment to Amended and Restated Water Supply Contract, made and entered into as of February 11, 2014 (as amended, the “Water Supply Contract”), each by and between the City and Bell County Water Control and Improvement District No. 1 (the “District”); and

WHEREAS, in connection with the issuance of the District’s Water System Revenue Bonds, Series 2022A (the “Bonds”), the City Council of the City considers it to be necessary and desirable to enter into an Addendum No. 7 to the Water Supply Contract (“Addendum No. 7”);

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City that:

- (1) Addendum No. 7, in substantially the form set forth in Exhibit A, between the District and the City, is hereby approved, with such changes as the Mayor or City Manager of the City may approve, with such approval to be evidenced conclusively by the execution thereof;
- (2) the Mayor and City Manager are each hereby separately authorized to execute and deliver, and the City Secretary is authorized to attest to, Addendum No. 7 and the Mayor, City Manager and City Secretary are each authorized to take such further actions and execute such further instruments as may be necessary to implement the provisions and intent of this Resolution and to facilitate the issuance and delivery of the Bonds by the District;
- (3) the meeting at which this Resolution is being adopted is open to the public as required by law and public notice of the date, hour, place and subject of said meeting was given as required by the Texas Open Meetings Act; and
- (4) this Resolution shall take effect immediately upon its passage.

PASSED AND APPROVED THIS ____ day of _____, 2022.

City Secretary

Mayor

(SEAL)

New Rates Coming in October

The City of Killeen has adopted new water, street maintenance and commercial solid waste rates effective October 1, 2021.

WATER RATES									
Residential (Inside City Limits)									
Meter Size	3/4"	1"	1 1/2"	2"	3"	4"	6"	8"	
0-2,000 gallons	\$13.54	\$14.99	\$18.63	\$22.98	\$33.15	\$47.70	\$85.11	\$127.60	
2,001 - 15,000 gallons	per 1,000 gallons		\$3.38						
15,001 – 30,000 gallons	per 1,000 gallons		\$4.03						
Over 30,000 gallons	per 1,000 gallons		\$4.81						
Commercial (Inside City Limits)									
Meter Size	3/4"	1"	1 1/2"	2"	3"	4"	6"	8"	
0-2,000 gallons	\$14.02	\$15.57	\$19.33	\$23.86	\$34.44	\$49.57	\$88.47	\$132.80	
Over 2,000 gallons,	per 1,000 gallons		\$3.50						
Apartment, Small Apartment and Mobile Home Parks (Inside City Limits)									
Meter Size	3/4"	1"	1 1/2"	2"	3"	4"	6"	8"	
0-2,000 gallons	\$13.54	\$14.99	\$18.63	\$22.98	\$33.15	\$47.70	\$85.11	\$127.60	
Over 2,000 gallons,	per 1,000 gallons		\$3.38						
Fireplugs									
0-2,000 gallons			\$32.02						
Over 2,000 gallons,	per 1,000 gallons		\$3.50						
WASTEWATER RATES (No Change)									
Residential (Inside City Limits)									
0-3,000 gallons				\$19.26					
3,000 - 10,000 gallons,	per 1,000 gallons			\$3.80					
Commercial (Inside City Limits)									
0-3,000 gallons				\$19.15					
Over 3,000 gallons,	per 1,000 gallons (90% flow factor)			\$3.80					
Multifamily 2 – 4 units Residential (Inside City Limits)									
0-3,000 gallons				\$19.65					
Over 3,000 gallons,	per 1,000 gallons			\$3.80					
Motels, Multifamily > 4 Units Residential (Inside City Limits)									
0-3,000 gallons				\$19.15					
Over 3,000 gallons,	per 1,000 gallons			\$3.80					
Mobile Home Parks (Inside City Limits)									
0-3,000 gallons				\$19.65 per unit					
3,000 - 10,000 gallons,	per 1,000 gal (max 10,000 gal per unit)			\$3.80					
ALL RATES FOR PROPERTIES OUTSIDE OF CITY LIMITS ARE EQUAL TO THE RATES ABOVE PLUS FIFTY PERCENT (50%)									

A detailed list of the changes can be found in the Water, Sewers and Sewage Disposal Ordinance, which can be viewed at: https://library.municode.com/tx/killeen/codes/code_of_ordinances by viewing Ordinance No. 21-053.

STREET MAINTENANCE FEE

The single-family Street Maintenance Fee will be \$10.00 effective 10/1/2021. Non-residential accounts will be charged based on the assigned single family equivalent rate for the account. Updates to the commercial single family equivalent rate can be found online at https://library.municode.com/tx/killeen/codes/code_of_ordinances by viewing Ordinance No. 21-055.

SOLID WASTE

There is no change to residential rates. Commercial Solid Waste Rates have changed. For more information visit https://library.municode.com/tx/killeen/codes/code_of_ordinances by viewing Ordinance No. 21-054. You can contact the Solid Waste office by phone at (254)501-7785 or email sw-info@killeentexas.gov.

City of Killeen, Texas
Preliminary Waterworks & Sewer System Proforma
No Growth (Historical Coverage of Proforma Debt Service)

EXHIBIT C

FOR PURPOSES OF DISCUSSION ONLY

Fiscal Year Ended (1)	Gross Revenues	Expenses	Net Available for D/S	Existing WCID#1 Contract D/S	Power \$ 4,895,000 Series 2022 New D/S (2)	Existing City W&S Revenue Bond D/S	Grand Total Projected D/S	Projected Coverage
2021	\$ 41,398,427	\$ 21,871,897	\$ 19,526,530	\$ 5,790,696	\$ -	\$ 5,758,420	\$ 11,549,116	1.69x
2022	41,398,427	21,871,897	19,526,530	5,840,691	-	5,647,741	11,488,431	1.70x
2023	41,398,427	21,871,897	19,526,530	5,850,141	189,069	5,647,891	11,687,101	1.67x
2024	41,398,427	21,871,897	19,526,530	5,944,292	390,275	5,649,481	11,984,048	1.63x
2025	41,398,427	21,871,897	19,526,530	5,955,054	387,625	4,861,057	11,203,736	1.74x
2026	41,398,427	21,871,897	19,526,530	5,958,041	389,750	4,844,341	11,192,131	1.74x
2027	41,398,427	21,871,897	19,526,530	5,959,043	391,425	4,792,795	11,143,263	1.75x
2028	41,398,427	21,871,897	19,526,530	5,956,732	387,650	2,950,949	9,295,331	2.10x
2029	41,398,427	21,871,897	19,526,530	4,768,818	388,650	2,947,906	8,105,373	2.41x
2030	41,398,427	21,871,897	19,526,530	2,959,324	389,200	2,950,677	6,299,201	3.10x
2031	41,398,427	21,871,897	19,526,530	2,612,313	389,300	2,954,473	5,956,085	3.28x
2032	41,398,427	21,871,897	19,526,530	2,607,113	388,950	2,950,017	5,946,079	3.28x
2033	41,398,427	21,871,897	19,526,530	2,613,113	388,150	2,946,947	5,948,210	3.28x
2034	41,398,427	21,871,897	19,526,530	2,607,438	386,900	1,505,150	4,499,488	4.34x
2035	41,398,427	21,871,897	19,526,530	2,625,563	390,200	1,507,150	4,522,913	4.32x
2036	41,398,427	21,871,897	19,526,530	2,625,119	387,825	1,507,150	4,520,094	4.32x
2037	41,398,427	21,871,897	19,526,530	2,624,800	390,000	1,508,150	4,522,950	4.32x
2038	41,398,427	21,871,897	19,526,530	2,626,175	386,500	1,507,950	4,520,625	4.32x
2039	41,398,427	21,871,897	19,526,530	2,626,675	387,550	1,506,550	4,520,775	4.32x
2040	41,398,427	21,871,897	19,526,530	2,622,713	387,925	1,508,950	4,519,588	4.32x
2041	41,398,427	21,871,897	19,526,530	-	387,625	-	387,625	50.37x
2042	41,398,427	21,871,897	19,526,530	-	386,650	-	386,650	50.50x
2043	41,398,427	21,871,897	19,526,530	-	-	-	-	NA
2044	41,398,427	21,871,897	19,526,530	-	-	-	-	NA
2045	41,398,427	21,871,897	19,526,530	-	-	-	-	NA
2046	41,398,427	21,871,897	19,526,530	-	-	-	-	NA
2047	41,398,427	21,871,897	19,526,530	-	-	-	-	NA
2048	41,398,427	21,871,897	19,526,530	-	-	-	-	NA
2049	41,398,427	21,871,897	19,526,530	-	-	-	-	NA
2050	41,398,427	21,871,897	19,526,530	-	-	-	-	NA
2051	41,398,427	21,871,897	19,526,530	-	-	-	-	NA
2052	41,398,427	21,871,897	19,526,530	-	-	-	-	NA
2053	41,398,427	21,871,897	19,526,530	-	-	-	-	NA
				\$ 81,173,850	\$ 7,571,219	\$ 65,453,741	\$ 154,198,810	

Assumptions:

- (1) Audited FY 2021 figures shown. Operating expenses exclude depreciation & contract debt payments.
- (2) Preliminary.

Bell County WC&ID #1

\$4,895,000 Waterworks System Revenue Bonds, Series 2022

For Purposes of Illustration Only

(Killeen Portion)

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I
09/30/2022	-	-	-	-
09/30/2023	-	-	189,069.38	189,069.38
09/30/2024	170,000.00	4.500%	220,275.00	390,275.00
09/30/2025	175,000.00	4.500%	212,625.00	387,625.00
09/30/2026	185,000.00	4.500%	204,750.00	389,750.00
09/30/2027	195,000.00	4.500%	196,425.00	391,425.00
09/30/2028	200,000.00	4.500%	187,650.00	387,650.00
09/30/2029	210,000.00	4.500%	178,650.00	388,650.00
09/30/2030	220,000.00	4.500%	169,200.00	389,200.00
09/30/2031	230,000.00	4.500%	159,300.00	389,300.00
09/30/2032	240,000.00	4.500%	148,950.00	388,950.00
09/30/2033	250,000.00	4.500%	138,150.00	388,150.00
09/30/2034	260,000.00	4.500%	126,900.00	386,900.00
09/30/2035	275,000.00	4.500%	115,200.00	390,200.00
09/30/2036	285,000.00	4.500%	102,825.00	387,825.00
09/30/2037	300,000.00	4.500%	90,000.00	390,000.00
09/30/2038	310,000.00	4.500%	76,500.00	386,500.00
09/30/2039	325,000.00	4.500%	62,550.00	387,550.00
09/30/2040	340,000.00	4.500%	47,925.00	387,925.00
09/30/2041	355,000.00	4.500%	32,625.00	387,625.00
09/30/2042	370,000.00	4.500%	16,650.00	386,650.00
Total	\$4,895,000.00	-	\$2,676,219.38	\$7,571,219.38

Yield Statistics

Bond Year Dollars	\$59,471.54
Average Life	12.149 Years
Average Coupon	4.5000000%
Net Interest Cost (NIC)	4.5731113%
True Interest Cost (TIC)	4.5969990%
Bond Yield for Arbitrage Purposes	4.5576330%
All Inclusive Cost (AIC)	4.9411683%

IRS Form 8038

Net Interest Cost	4.5000000%
Weighted Average Maturity	12.149 Years

22 wtr revs \$10MM Net PCF | Killeen | 5/25/2022 | 11:36 AM



LAKE BELTON WATER PLANT
POWER RESILIENCE PROJECT

RS-22-083

June 21, 2022

144

Background and Findings

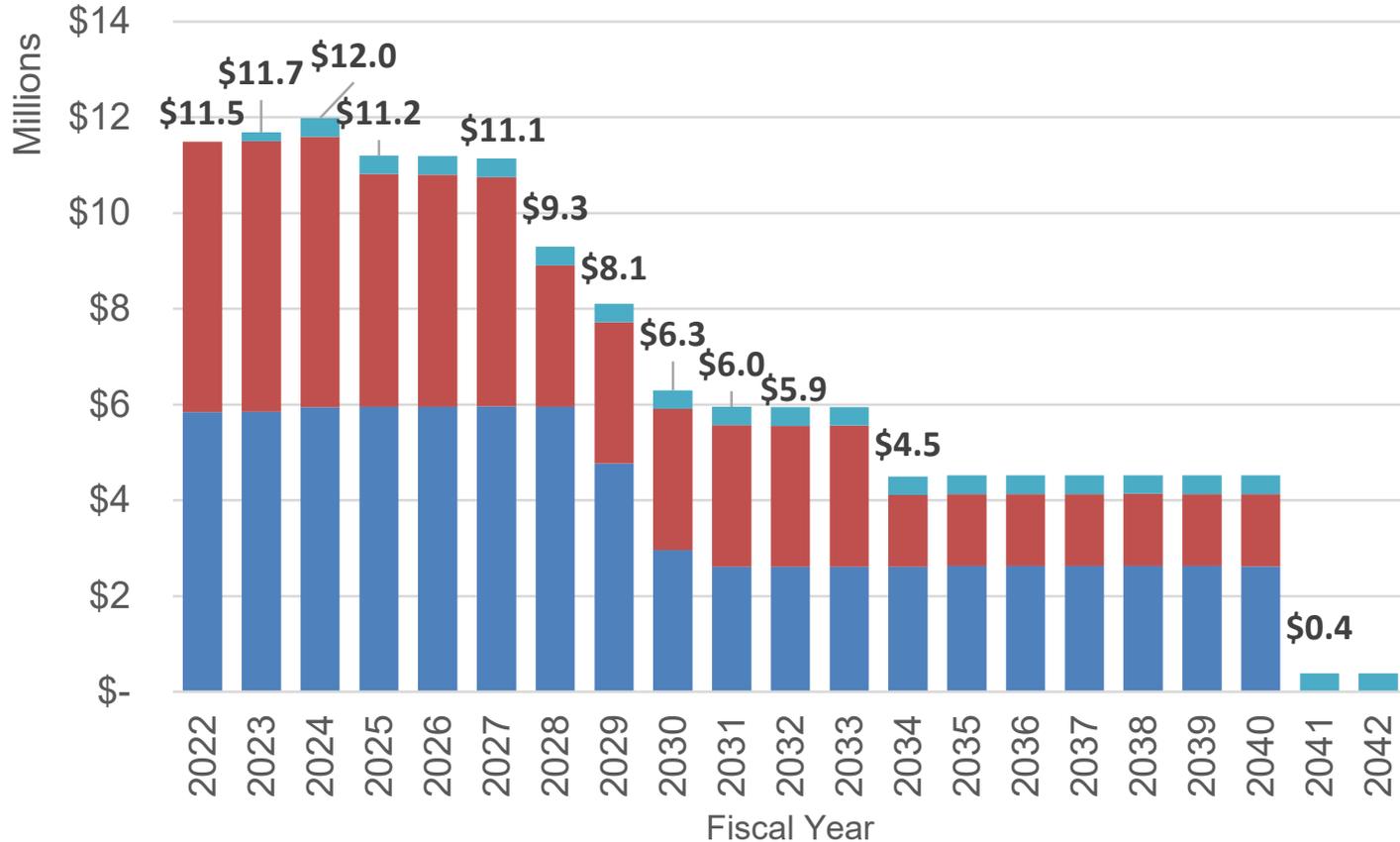
2

- Senate Bill 3 (SB 3) of the 87th Texas Legislature requires all water providers to develop and implement an Emergency Preparedness Plan (EPP).
- A key factor of the EPP is the ability to provide water to all customers for at least 24-hours in the event of a power outage.
- The EPP for Bell County Water Control and Improvement District #1 (WCID), includes installation of standby generators at the Belton Water Plant to meet this requirement.

Background and Findings

- It is the intent of WCID to sell \$11,330,000 in Water System Revenue Bonds to finance the Lake Belton Water Plant Power Resilience Project.
- WCID has presented Addendum No. 7 to Amended and Restated Water Supply Contract of April 1, 2004, for approval.
- Addendum No. 7 requires the City's proportionate share of the total project cost to be \$4,895,000. With a 20-year debt service schedule, total annual payments will average \$390,000.
- Approval of Addendum No. 7 will not cause a rate increase for the Citizens.

Killeen & WCID Combined Utility Debt - Generator



■ WCID Debt

■ Killeen Debt

■ Generator

Alternatives

5

- Do not authorize the execution and delivery of Addendum No. 7 to Amended and Restated Water Supply Contract of April 1, 2004.
- Authorize the execution and delivery of Addendum No. 7 to Amended and Restated Water Supply Contract of April 1, 2004.

Recommendation

6

- City Council approve the attached resolution authorizing the execution and delivery of Addendum No. 7 to Amended and Restated Water Supply Contract of April 1, 2004.



City of Killeen

Staff Report

File Number: RS-22-084

1	City Council Workshop	06/21/2022	Reviewed and Referred	City Council	06/28/2022
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Consider a memorandum/resolution awarding RFP# 22-12, Landscape Services, to Heart of Texas Landscape & Irrigation Co., Inc. in the amount of \$210,000.

DATE: June 21, 2022
TO: Kent Cagle, City Manager
FROM: Joseph W. Brown, Executive Director of Recreation Services
SUBJECT: Awarding RFP 22-12 for Landscape Services

BACKGROUND AND FINDINGS:

The City of Killeen Recreation Services (RS) currently has thirty-two (32) employees that maintain 171 acres of city property, 510 acres of park land and fourteen (14) sports fields and multi-purpose fields year-round. RS is recommending outsourcing the maintenance of eighty-five (85) acres of city property. When this agreement for landscaping services is approved, RS will reallocate staff and labor hours toward maintenance within our park system. Awarding the RFP as recommended supports and aligns with our current Parks Master Plan.

The City of Killeen Recreation Services began the process of soliciting bids for qualified landscapers to provide landscaping services and advertised RFP# 22-12 (Landscape Services) on February 13th and February 20th, 2022. We received responses from seven (7) Landscape Service providers.

The rating scale was as follows:

- Cost of Services - Maximum 30 Points
- Capacity to Deliver Services - Maximum 30 Points
- Experience & Qualifications - Maximum 30 Points
- References - Maximum 10 points
- TOTAL - 100 points

A panel of six (6) staff members rated each proposal for a possible overall total of 600 points. Heart of Texas Landscape & Irrigation Co., Inc. rated a 557. Maldonado Nursery & Landscaping rated a 489. The other five (5) companies rated a 445 and lower. Staff recommends Heart of Texas Landscape & Irrigation Co., Inc. as the most advantageous to the City of Killeen based upon the evaluation process as seen in the chart below.

Company	Points
Heart of Texas Landscape & Irrigation Co., Inc.	557
Maldonado Nursery & Landscape	489
GLC Lawn Care, LLC	445
TNK Services, LLC	363

Incircle Management	349	
The Lawn Dude, LLC	312	
Amazing Lawncare Services, LLC		273

RS is seeking to enter into a contract with Heart of Texas Landscape & Irrigation Co., Inc. in the amount of \$210,000.00 for the year. The chart below identifies the city property, acreage and cost that will fall under this agreement. Add alternate 1 and 2 to include three (3) RS facilities are not recommended in order to fall within the budgeted amount. The term of the agreement will be for an initial one (1) year term, with up to four (4) additional one (1) year renewal terms if both parties agree in writing at least 90 days before the end of the term. Any price increases, when renewing the agreement, must be submitted to the City at least one hundred and twenty 120 days prior to a potential renewal. Prices may not be increased by more than 10% per year.

MAIN PROJECT

Properties	Address	Acreage	Cost		
1	City Hall	101 N College St	2.64	\$18,860.07	
2	Code Enforcement Offices		100 E Avenue C	0.46	\$ 2,294.03
3	Copper Mountain Library		3301 S WS Young Dr	1.39	\$ 9,284.22
4	Downtown Police	402 N 2nd St	2.09	\$ 7,584.72	
5	Information Technology		101 E Avenue D	0.38	\$ 933.50
6	Killeen Arts and Activities		801 N 4th St. Bldg B	3.90	\$25,889.97
7	Killeen Civic and Conference		3601 S WS Young Dr	20.74	\$42,801.97
8	Main Library	205 E Church Ave	1.74	\$ 9,408.75	
9	Old Organized Crime		1523 Stonetree Dr	1.26	\$ 5,375.50
10	PD Headquarters		3304 Community Dr	16.64	\$38,521.47
11	Santa Fe Plaza		301-399 Santa Fe Plaza Dr	8.06	\$11,963.50
12	Skyline	Street median on W Mary Jane Dr		0.06	\$ 2,150.95
13	Special Events Center		3301 S WS Young Dr	6.55	\$ 5,788.00
14	Utility Collections		210 W Avenue C	1.96	\$ 3,457.13
15	Public Works		3201-A S WS Young Dr	17.00	\$25,686.22
			84.87	\$210,000.00	

THE ALTERNATIVES CONSIDERED:

Option 1 - Do not award the RFP and continue to seek qualified landscapers

Option 2 - Award RFP 22-12 and authorize an agreement with Heart of Texas Landscape & Irrigation Co., Inc.

Which alternative is recommended? Why?

Recreation Services staff recommends City Council award RFP 22-12 and authorize an agreement with Heart of Texas Landscape & Irrigation Co., Inc. The approval of this agreement will allow the City of Killeen Recreation Services to care for and maintain our park system better. Recreation Services will reallocate our landscape crew, which is made up of five (5) employees, back into our

park system.

CONFORMITY TO CITY POLICY:

This RFP and the selection of the Heart of Texas Landscape & Irrigation Co., Inc. satisfies the competitive bid requirements and conforms to City Policy and all applicable state and local laws.

FINANCIAL IMPACT:

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

Landscape cost totals \$210,000 at 12 monthly equal payments. Based on a start date of July, 2022, total expected expense for the current fiscal year is \$52,500.

Is this a one-time or recurring expenditure?

This is a recurring expenditure. The one-year contract of \$210,000.00 will be paid monthly in twelve (12) equal billing payments.

Is this expenditure budgeted?

Yes, funds are available in the General Fund Recreation Services account 010-3025-425.47-99.

If not, where will the money come from?

N/A

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

Yes

RECOMMENDATION:

Recreation Services staff recommends City Council award RFP 22-12, Landscape Services, to Heart of Texas Landscape & Irrigation Co., Inc. in the amount of \$210,000.00 and that the City Manager or designee be authorized to execute any change orders as permitted by state and local law.

DEPARTMENTAL CLEARANCES:

Legal
Purchasing
Finance

ATTACHED SUPPORTING DOCUMENTS:

RFP # 22-12
Evaluation Matrix
Contract
Certificate of Interested Parties

Request for Proposals City of Killeen

RFP# 22-12

Landscape Services



City of Killeen, Texas
Purchasing Division
802 N. 2nd Street, Building E, 2nd
Floor #215 Killeen, Texas 76541

RFP SUBMITTAL DEADLINE: March 3, 2022

NOTICE TO PROPOSERS
RFP NO. 22-12
Landscape Services
CITY OF KILLEEN, TEXAS

Notice is hereby given that the City of Killeen will receive request for proposals for ***Landscape Services*** electronically through the City's Negometrix e-bidding site **or** addressed to the City of Killeen, Attn: Purchasing Division, 802 N. 2nd Street, Building E 2nd Floor #215, Killeen, Texas 76541 until 2:00 p.m. on March 3, 2022. Submittals must be plainly marked with the name and address of the proposer and "RFP NO. 22-12 Landscape Services". Submittals received after the closing time will be returned unopened. Vendors may register and submit proposals electronically at <https://app.negometrix.com>.

A non-mandatory pre-proposal meeting will be held on February 22, 2022 at 10:00 am at the Family Recreation Center located at, 1700 E. Stan Schlueter Loop, Killeen, TX 76542.

Questions will be accepted via email by Lorianne Luciano at solicitationquestions@killeentexas.gov **or** via Negometrix e-bidding site, through February 23, 2022 , at 2:00 p.m. Questions will be answered in the form of an addendum and posted on the City's website and the Negometrix e-bidding site. It is the proposer's responsibility to obtain and acknowledge all addendums.

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

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

CITY OF KILLEEN, TEXAS

Lorianne Luciano
Director of Procurement & Contract Management

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Section 1 – Introduction

The City of Killeen is seeking proposals from qualified landscape companies to provide maintenance services for, but not limited to, the weekly and bi-weekly management of facility landscapes, medians, and right of ways operating year- round. The purpose of this proposal is to obtain competitive pricing for the below categories of city-wide maintenance services from a contractor(s) that can meet the current requirements of the City of Killeen Recreation Services Department. The city seeks one or more maintenance contractors that will be able to continue the delivery of high-quality maintenance service levels in a cost-efficient manner. Respondents shall include all three projects (Main Project, Add Alternate 1, and Add Alternate 2) listed within this RFP.

Proposals for each project is required for the entire work as described therein. The city will only consider contracting with the contractor(s) that is proactive in its work standards and can meet the qualifications set forth in this request for proposals package. The focus of the proposal review will be on ensuring the best value and effective delivery of high-quality maintenance services within the City of Killeen. The city's goal is to have the successful CONTRACTOR(s) providing services within (30) days of city council approval of agreement.

Scope of Contract: The City of Killeen has twenty-nine (29) facilities as part of this proposal. The facilities are broken down into three (3) projects for bid:

- Main Project: property 1-19
- Add Alternate 1: properties 20-28
- Add Alternate 2: property 29

These properties consist of the following: various city facilities throughout the City, nine (9)_fire facilities, two (2) streetscapes, police facility, medians, and right of ways totaling 145.58 acres.

MAIN PROJECT				
	Properties Maintained	Address	Acreage	Category
1	Animal Services	3118 Commerce Dr	1.83	Facilities Landscapes
2	City Hall	101 N College St	2.64	Facilities Landscapes
3	Code Enforcement Offices	100 E Avenue C	0.46	Facilities Landscapes
4	Copper Mountain Library	3000 S WS Young Dr	1.39	Facilities Landscapes
5	Downtown Police Department	402 N 2nd St	2.09	Facilities Landscapes
6	Family Aquatics Center	1800 E Stan Schlueter Loop	6.33	Facilities Landscapes
7	Family Recreation Center/Senior Center	1700 E Stan Schlueter Loop	6.36	Facilities Landscapes
8	Information Technology	101 E Avenue D	0.38	Facilities Landscapes

9	Killeen Arts and Activities Center/Green Avenue Park	801 N 4th St, Bldg B	3.90	Facilities Landscapes/Park
10	Killeen Civic and Conference Center	3601 S WS Young Dr	20.74	Facilities Landscapes
11	Rosa Hereford Killeen Community Center/Bob Gilmore	2201 E Veterans Memorial Blvd	7.63	Facilities Landscapes
12	Main Library	205 E Church Ave	1.74	Facilities Landscapes
13	Old Organized Crime Division	1523 Stonetree Dr	1.26	Facilities Landscapes
14	PD Headquarters	3304 Community Blvd	16.64	Facilities Landscapes
15	Santa Fe Plaza	301-399 Santa Fe Plaza Dr	8.06	Streetscapes, medians, right of ways
16	Skyline	Street median on W Mary Jane Dr, across from 1600 Dallas St - Skyline Plaza	0.06	Streetscapes, medians, right of ways
17	Special Events Center	3301 S WS Young Dr	6.55	Facilities Landscapes
18	Utility Collections	210 W Avenue C	1.96	Facilities Landscapes
19	Public Works: Transportation Building	3201-A S WS Young Dr	17.00	Facilities Landscapes
ADD ALTERNATE 1				
	Properties Maintained	Address	Acreage	Category
20	Central Fire Station	201 N. 28th St.	5.45	Facilities Landscapes
21	Fire Training Academy	207 N. 28th St.	1.42	Facilities Landscapes
22	Fire Station #1	3800 Westcliff Rd.	5.22	Facilities Landscapes
23	Fire Station #3	700 N. Twin Creek Dr.	1.00	Facilities Landscapes
24	Fire Station #5	905 W Jasper Dr	0.65	Facilities Landscapes
25	Fire Station #6	2001 E. Elms Rd.	2.26	Facilities Landscapes
26	Fire Station #7	3701 Watercrest Rd.	1.53	Facilities Landscapes
27	Fire Station #8	7252 E. Trimmier Rd.	2.96	Facilities Landscapes
28	Fire Station #9	5400 Bunny Trail	2.88	Facilities Landscapes

ADD ALTERNATE 2				
	Properties Maintained	Address	Acreage	Category
29	Police Department Shooting Range	12200 TX-195	15.19	Facilities Landscapes
Total Acreage			145.58	

I. Term

The term of the agreement will be for an initial one (1) year term, with up to four (4) additional one (1) year renewal terms if both parties agree in writing at least ninety (90) days before the end of the initial term. Any price increases, when renewing the agreement, must be submitted to the City at least one hundred and twenty (120) days prior to a potential renewal. Prices may not be increased by more than 10% per year.

II. RFP Schedule

TASK/EVENT	TIME/DATE
Advertise the RFP	February 13 & February 20, 2022
Pre-Proposal Meeting (not mandatory).....	February 22, 2022 @ 10:00 AM
Deadline for questions	February 23, 2022 @ 2:00 PM
RFP Closing Date.....	March 3, 2022 @ 2:00 PM
Recommendation to City Council/Award.....	April 12, 2022
Contract Start date	April 18, 2022

The proposed schedule of events is tentative and may be modified throughout the RFP process as events unfold.

III. Questions and Updates

All questions regarding the RFP process should be directed to Lorianne Luciano, Director of Procurement and Contract Management, in writing via e-mail at solicitationquestions@killeentexas.gov or via the Negometrix e-bidding site by February 23, 2022 at 2:00 p.m. central standard time. The subject line of the email shall contain **RFP 22-12, Landscape Services.**

All questions will be answered in addendum form and posted to the City of Killeen website at <https://www.killeentexas.gov/Bids.aspx> and the Negometrix e-bidding site at <https://app.negometrix.com>. It is the responsibility of the respondent firm to monitor the City of Killeen website for posted addenda related to questions and or updates regarding this RFP.

Respondents to the RFP shall not contact the City Staff or any member of the City Council or the Mayor during the proposal process and evaluation phase except as provided herein.

IV. Response Due Date

The City encourages all proposals to be submitted electronically via the Negometrix e-bidding site at <https://app.negometrix.com>.

Hand delivered or mailed in submittals shall include one (1) sealed original copy and one (1) electronic copy on a flash drive of the RFP and all required attachments. Proposals submitted must be received and time stamped by 2:00 P.M., Central Standard Time, March 3, 2022. Sealed RFP submittals will only be accepted at the following location and shall be clearly marked on the outside of the package "RFP 22-12; Landscape Services."

Delivery Address

City of Killeen Purchasing Division
802 N. 2nd Street, Building E, 2nd Floor #215 Killeen, Texas 76541

It is the sole responsibility of the respondent to ensure that the sealed RFP submittal arrives at the above location by the specified deadline regardless of the method chosen for delivery. Facsimile and/or email transmittals will not be accepted in response to this RFP.

Proposers are encouraged to submit concise and clear responses to the RFP. The City reserves the right to include the proposal or any part of the selected proposal in the final contract.

Until award of contract is made, per section 252.049 (b) of the Texas Local Government Code, there will be no disclosure of contents to competing respondents. All proposals will be kept confidential during the negotiating process. Except for the trade secrets and confidential information, which the respondent identifies as proprietary, all proposals will be open for public inspection after the contract is awarded, or as otherwise required by the Texas Public Information Act.

V. General Requirements

1. Proposer is required to include a combination of factors in the proposal that demonstrates the proposer's ability to perform the services as defined in the RFP. Proposer must have experience performing commercial landscape maintenance services of a size and scope similar to the RFP's individual category or categories of maintenance services included in this RFP.
2. The selected CONTRACTOR will be required to maintain and use their own equipment necessary to complete the services required. The selected CONTRACTOR will be responsible for Contractor's equipment and shall indemnify and hold the City harmless from and against any and all costs, losses and damages caused by the acts or omissions of the CONTRACTOR or its officers, directors, partners, employees and consultants.
3. Proposer is required to have the following licenses: Texas Department of Agriculture (TDA) Pesticide Commercial Applicator License; Qualified Applicator certification for all crew members who perform pesticide applications.
4. Governing Law. The agreement for the services contemplated herein shall be construed and governed by law of the State of Texas.

Section 2 – Scope of Work

The following is the scope of services that should be included within the proposal. If you cannot offer said service please clearly indicate you cannot.

Category A Overall- Applicable To Each Category Scope Of Work

PART I – GENERAL SPECIFICATIONS

- 1.0 GENERAL REQUIREMENTS
- 2.0 REQUIRED LICENSES
- 3.0 CONTRACTOR'S STAFF AND TRAINING
- 4.0 HOURS AND DAYS OF MAINTENANCE SERVICES
- 5.0 MAINTENANCE SCHEDULES
- 6.0 EQUIPMENT
- 7.0 PERFORMANCE DURING INCLEMENT WEATHER
- 8.0 INSPECTIONS, MEETINGS AND REPORTS
- 9.0 DAMAGES CAUSED BY CONTRACTOR
- 10.0 ENFORCEMENT AND DEDUCTIONS
- 11.0 SAFETY
- 12.0 USE OF CHEMICALS
- 13.0 DISPOSAL
- 14.0 PROTECTION OF EXISTING FACILITIES AND STRUCTURES
- 15.0 PROTECTION OF PROPERTY DURING INCLEMENT WEATHER
- 16.0 RECORDS/REPORTS

PART I
GENERAL SPECIFICATIONS

1.00 GENERAL REQUIREMENTS

- 1.01 The premises shall be maintained with a crisp, clean appearance and all work shall be performed in a professional, workmanlike manner using quality equipment and materials.
- 1.02 CONTRACTOR is expected to have the appropriate staff and equipment available to perform all portions of this CONTRACT within the given time frames and shall have clearly identifying service decals, noting CONTRACTOR'S name/logo and phone number.
- 1.03 CONTRACTOR shall provide the labor, materials, equipment, tools, services and special skills necessary for the provision of maintenance services. The premises shall be maintained to the highest of standards at no less than the minimum frequencies set forth herein.
- 1.04 CONTRACTOR shall employ only workers who are competent to perform the work assigned to them, and in the case of skilled labor, who are adequately trained and experienced in their respective trades and who do satisfactory work. Should the CITY notify CONTRACTOR that any person(s) employed by CONTRACTOR is, in the CITY'S opinion, incompetent, unfaithful, or insufficiently skilled while on the work site, such person shall be immediately discharged from the work site and shall not be re-deployed thereon except with the written consent of CITY.
- 1.05 CONTRACTOR is hereby required to render and provide parks maintenance services as described in the Categories of Section 2-Scope of Work.
- 1.06 Upon commencement of work under this CONTRACT, CONTRACTOR shall be fully equipped and staffed; thoroughly familiar with CONTRACT requirements and prepared to provide all services required.
- 1.07 CONTRACTOR accepts the sites of services in their present physical condition and physical condition at time of CONTRACT award and agrees to make no demands upon CITY for any improvements or alterations thereof. Any and all landscape beds that have dead plants CONTRACTOR will be responsible to remove and replace. Replacement plants must be pre-approved through the City in writing prior to planting. For examples of acceptable plants, see Appendix B.
- 1.08 CONTRACTOR shall, during the term of this CONTRACT, respond to all emergencies, to the satisfaction of the CITY, within one (1) hour of notification.
- 1.09 CONTRACTOR shall perform a weekly maintenance inspection independently, and a monthly maintenance inspection jointly with CITY, during daylight hours of all areas within the scope of this CONTRACT. Such inspections shall be both visual and operational. It shall include operation of all irrigation systems to check for proper condition and reliability. CONTRACTOR shall take immediate steps to correct any observed and/or operational irregularities and submit a written report regarding identified irregularities to the CITY.

- 1.10 CONTRACTOR shall document and report to the CITY all observations of: graffiti and other vandalism; illegal activities; transient camps; missing or damaged equipment or signs; hazards or potential hazards, including without limitation, sidewalk hazards caused by trees or other means, within 2 hours of observation.
- 1.11 CONTRACTOR shall incorporate and comply with all applicable Storm Water pollution prevention Best Management Practices (BMPs) during the performance of this CONTRACT.

2.00 REQUIRED LICENSES

2.00 CONTRACTOR shall possess at least:

- 2.01 Texas Department of Agriculture (TDA) Pesticide Commercial Applicator License. Qualified Applicator certification for all crew members who perform pesticide applications.

3.00 CONTRACTOR'S STAFF AND TRAINING

- 3.01 CONTRACTOR shall provide sufficient personnel to perform all work in accordance with the specification set forth herein.
- 3.02 With respect to all persons employed or contracted by CONTRACTOR to perform Services under this CONTRACT, CONTRACTOR shall ensure that pre-employment or pre-contracting reference and background checks have been conducted on all personnel directly performing Services under this CONTRACT (which shall include but not be limited to, all such persons who shall come on to the premises at any CITY facility or in any CITY public rights-of-way in the performance of their duties or tasks). CONTRACTOR shall be responsible for ensuring that federal, state and county of residence criminal background checks are completed; All employees of the CONTRACTOR should have a criminal background check within 90 days of the start date of this contract. CONTRACTOR shall exclude from any direct participation in the performance of the Services any dishonest, unreasonably dangerous, felon, or otherwise unqualified persons. In addition, CONTRACTOR shall be responsible for ensuring that the aforementioned criminal background checks are annually renewed, prior to the anniversary date of the execution of this CONTRACT, CONTRACTOR will abide by all applicable laws, rules and regulations including, but not limited to the Fair Credit Reporting Act and/or any equal opportunity laws, rules, regulations or ordinances. CONTRACTOR shall maintain paperwork to support its compliance with the above.
- CITY shall have the right to audit background check data.
 - CITY shall have the absolute right to review and disapprove any personnel assigned to perform any of the Services required pursuant to this CONTRACT.
 - CITY shall have the unrestricted right to order the removal of any person(s) assigned by CONTRACTOR by giving oral or written notice to CONTRACTOR to such effect.
 - CONTRACTOR'S personnel shall not at any times while performing any of the Services required under this CONTRACT, be under the influence of illegal drugs or alcohol.
 - CONTRACTOR shall remove any person from performing any Services for CITY if said person is arrested and charged with either a misdemeanor or felony.

- 3.03 The CITY may at any time give CONTRACTOR written notice to the effect that the conduct or action of a designated employee of CONTRACTOR (including subcontractors) is, in the sole discretion of the CITY, detrimental to the interest of the public patronizing the premises. CONTRACTOR shall meet with representatives of the CITY to consider the appropriate course of action with respect to such matter and CONTRACTOR shall take reasonable measures under the circumstances to assure the CITY that the conduct and activities of CONTRACTOR'S employees will not be detrimental to the interest of the public patronizing the premises.
- 3.04 The CITY may at any time order any of CONTRACTOR'S personnel removed from the premises when, in the sole discretion of the CITY, said CONTRACTOR'S personnel is objectionable, unruly, unsafe, or otherwise detrimental to the interest of the CITY or the public patronizing the premises.
- 3.05 CONTRACTOR shall require each of his personnel to adhere to basic grounds crew standards of working attire including uniform shirts and/or vests clearly marked with CONTRACTOR'S company name (including logo, if applicable), and employee name badges as approved by the CITY. Sufficient changes of attire shall be provided to always present a neat and clean appearance of CONTRACTOR'S personnel. Shirts shall be worn, not altered in any way, and buttoned at all times.
- 3.06 CONTRACTOR'S personnel shall be equipped with proper shoes and other gear required. Brightly colored traffic vests or reflectors shall be worn when personnel are working near vehicular traffic.
- 3.07 CONTRACTOR shall designate a person (Contract Manager) who can communicate effectively and who shall be always present during CONTRACT operations as described in this CONTRACT. Any order or communication given to CONTRACTOR's Contract Manager shall be deemed as delivered to CONTRACTOR.

4.00 HOURS AND DAYS OF MAINTENANCE SERVICES

- 4.01 The basic hours of maintenance service shall be 7:00 a.m. to 4:00 p.m. daily, except as approved, in writing, by the CITY.
- 4.02 CONTRACTOR shall provide staffing to perform the required maintenance services during the prescribed hours five (5) days per week. Any changes in the days of operation heretofore prescribed shall be subject to approval, in writing, by the CITY.

5.00 MAINTENANCE SCHEDULES

- 5.01 CONTRACTOR will be provided the maximum latitude in establishing work schedules, which correspond to its staff and equipment resources.
- 5.02 CONTRACTOR shall adhere to the tree pruning schedule as developed and provided by the CITY, per Appendix C, including providing the staff and equipment that would be required to complete the project.
- 5.03 CONTRACTOR shall, within thirty (30) calendar days after the CITY executes this CONTRACT, submit work schedules to the CITY for review and written approval. Said work schedules shall identify required operations and delineate the time frames for performance.

6.00 EQUIPMENT

- 6.01 CONTRACTOR shall only use equipment identified in the proposal, or thereafter with written CITY approval, during the term of this CONTRACT.
- 6.02 CONTRACTOR shall have, or be able to acquire through rental, back-up equipment necessary to complete that day's routine and/or specialty tasks.
- 6.03 All equipment shall be generally clean, void of significant body damage, in good working order, leak-free, and regularly maintained.
- 6.04 Each piece of riding/driving equipment used at areas of service shall be clearly identified with decals, noting CONTRACTOR'S name (including logo), and phone number.
- 6.05 CONTRACTOR must use appropriate equipment suitable for commercial applications in completing all required tasks in this CONTRACT.

7.00 PERFORMANCE DURING INCLEMENT WEATHER

- 7.00 During the periods when inclement weather hinders performance of the required work, CONTRACTOR may adjust its work force in order to accomplish those activities that are not affected by weather.
- 7.01 CONTRACTOR may be required during inclement weather to perform clean-up tasks as requested by the CITY. CONTRACTOR'S labor hours shall not exceed the normal working hours without prior written approval by the CITY.

8.00 INSPECTIONS, MEETINGS AND REPORTS

- 8.01 CONTRACTOR and CITY shall jointly inspect all sites on a monthly basis using Maintenance Services Inspection Rating Forms attached as Appendix A. CONTRACTOR shall bring its lists of problems and deficiencies along with schedules or proposals for correcting these items to the monthly meetings. Safety issues are to be brought to the attention of the CITY immediately.
- 8.02 CONTRACTOR and CITY shall meet weekly to review CONTRACTOR'S schedules and performance, resolve problems, and perform supplemental field inspections, as required. At the request of the CITY, the owner or other executive officer of CONTRACTOR shall be available to attend these meetings.

Irrigation inspections will occur within one (1) day of repair by CITY. CITY will want to ensure that repair is operational and functions.

- 8.03 CITY reserves the right to perform inspections, including inspection of CONTRACTOR'S equipment, at any time for the purpose of verifying CONTRACTOR'S performance of CONTRACT requirements and identifying deficiencies.
- 8.04 CONTRACTOR or an authorized representative shall meet with the CITY on each site at the discretion and convenience of the CITY, for inspections.
- 8.05 CONTRACTOR shall provide to the CITY such written documentation and/or regular reports as the CITY deems necessary to verify and review CONTRACTOR'S performance under this CONTRACT and to provide to the CITY pertinent information relative to the maintenance, operation, and safety of the sites under this CONTRACT.

9.00 DAMAGES CAUSED BY CONTRACTOR

- 9.01 All damages incurred to sites under CONTRACT, by CONTRACTOR'S operation shall be repaired or replaced, by CONTRACTOR or by other means (at the discretion of the CITY), all at CONTRACTOR'S expense.
- 9.02 All such repairs or replacements, which are directed by the CITY to be done by CONTRACTOR shall be completed within the time limits established by the CITY.
- 9.03 Damaged trees, shrubs, turf, and ground cover shall be repaired or replaced in accordance with the following maintenance practices:
- i. Trees: Minor damage such as bark lost from impact of operating equipment shall be remedied. If damage results in loss or significant compromise to the health or quality of a tree, the damaged tree shall be removed and replaced to comply with the specific instructions of the CITY.
 - ii. Shrubs: Minor damage may be corrected by appropriate pruning. Major damage shall be corrected by removal of the old plant material and replacement with new plant material.
 - iii. Adjacent turf and groundcover: Minor turf damage may be corrected by appropriate amending and over seeding damaged areas. Major damage shall be corrected by removal and replacement of turf of like variety. Minor groundcover damage shall be corrected by appropriate pruning. Major damage shall be corrected by removal of the old plant material and replacement with new plant material identical to the damaged plant material.
 - iv. Adjacent Improvements: CONTRACTOR shall remove and replace all surface and hardscape improvements damaged by its work to the satisfaction of the CITY. All damaged improvements shall be replaced in accordance with the CITY standards.

10.00 ENFORCEMENT

- 10.00 The CITY'S Executive Director of Recreation Services and/or designee shall be responsible for the enforcement of this CONTRACT on behalf of the CITY. The CONTRACTOR will communicate weekly with the identified CITY representative.

11.00 SAFETY

- 11.01 CONTRACTOR agrees to perform all Services outlined in this CONTRACT in such a manner as to meet all accepted standards for safe practices during the maintenance operation and to safely maintain stored equipment, machines, and materials or other hazards consequential or related to the Services; and agrees additionally to accept the sole responsibility for complying with all CITY, County, State or Federal requirements at all times so as to protect all persons, including CONTRACTOR'S employees, agents of the CITY, CONTRACTORS, members of the public or others from foreseeable injury, or damage to their property. CONTRACTOR shall use temporary and moveable warning signs when performing work in the presence of moving vehicles and/or hazards.
- 11.02 It shall be CONTRACTOR'S responsibility to inspect, and identify, any condition(s) that renders any portion of the premises unsafe, as well as any unsafe practices occurring thereon. CONTRACTOR shall immediately notify the CITY of any unsafe condition that it observes which requires correction outside the scope of this CONTRACT. However, CONTRACTOR shall be responsible for making minor corrections including, but not limited to; filling holes in ground, turf or paving; using barricades or traffic cones to alert patrons of the existence of hazards, including trip, slip or fall hazards; replacing valve box covers; and the like, so as to protect members of the public or others from injury.

- 11.03 CONTRACTOR shall notify the CITY immediately of any occurrence on the premises of accident, injury, or persons requiring emergency services and, if so requested, shall prepare a written report thereof to the CITY within 24 hours of incident following the occurrence, or on the same day when practicable. CONTRACTOR shall cooperate fully with the CITY in the investigation of any such occurrence.

12.00 USE OF CHEMICALS

- 12.01 All work involving the use of chemicals shall be in compliance with all federal, state and local laws and will be accomplished by or under the direction of a Texas Department of Agriculture (TDA) Pesticide Commercial Applicator License holder. TDA sheets should be filled out and readily available to the CITY for review.
- 12.02 Chemical applications shall strictly conform to all governing regulations. CONTRACTOR'S staff applying chemicals shall possess all required licenses and certifications.
- 12.03 Records of all operations; including applicators names, stating dates, times, methods of application, chemical formulations, and weather conditions shall be made and retained according to governing regulations.
- 12.04 Safety Data Sheets (SDS) and sample labels shall be provided to the CITY for all products and chemicals used within the CITY. SDS binder will be created and shared weekly with the CITY representative outlining all usage within the CITY.
- 12.05 CONTRACTOR shall prepare and submit to the CITY detailing all proposed chemical usage for approval. This shall indicate; type of chemical proposed for use, area intended for application and a quantity estimate of the material to be applied. CONTRACTOR shall provide to the CITY any proposed changes of chemical types.
- 12.06 Pesticides shall be applied in a manner to avoid contamination of non-targeted areas.

13.00 DISPOSAL

- 13.01 All landscape and organic debris may be disposed of at no cost to the CONTRACTOR at a CITY facility as provided for herein or reused in some manner. CONTRACTOR shall dispose of all cuttings, weeds, leaves and other debris from the operation as work progresses. Trash and non-landscape recycling materials are to be removed from the sites daily. Use of onsite CITY facility dumpsters will be allowed. In cases that there is not an available onsite CITY facility dumpster, CONTRACTOR can make arrangements with the CITY to find an alternate location. CONTRACTOR may use CITY transfer station at cost to the CONTRACTOR.

14.00 PROTECTION OF EXISTING FACILITIES AND STRUCTURES

- 14.01 CONTRACTOR shall exercise due care in protecting from damage all existing facilities, structures and utilities both above surface and underground on CITY property. Any damage to said property deemed to be caused by CONTRACTOR'S neglect shall be corrected or paid for by CONTRACTOR at CITY'S discretion and at no cost to the CITY. This will include loss of plant material due to improper or inadequate care.
- 14.02 If the CITY requests or directs CONTRACTOR to perform work in a given area, it will be CONTRACTOR'S responsibility to contact the various utility companies to verify and locate any underground systems or utility lines. CONTRACTOR shall take responsibility for exercising caution when working in these areas. If CONTRACTOR damages utilities, it will be the responsibility of CONTRACTOR to make the necessary repairs at their own expense.

CONTRACTOR will notify the CITY, within one (1) hour, of any damage that occurs.

- 14.03 CONTRACTOR shall provide barriers, which are to be kept in place at all times for the protection of persons other than those engaged on or about the work area from any accident. CONTRACTOR shall be responsible for all accidents to persons or property through any negligence or fault of CONTRACTOR, its agents, employees, and/or subcontractors.
- 14.04 CONTRACTOR shall give reasonable notice to the owner(s) of public or private property and utilities when such property is susceptible to injury or damage through the performance of the work and shall make all necessary arrangements with such owner(s) relative to the removal and replacement or protection of such property or utilities.

15.00 PROTECTION OF PROPERTY DURING INCLEMENT WEATHER

- 15.01 During storms, CONTRACTOR will provide inspection of the properties during regular hours to prevent or minimize possible damage from inclement weather. CONTRACTOR shall report identifying any storm damage to the CITY, identifying location of damage and when repairs will be made.

16.00 RECORDS/REPORTS

- 16.01 CONTRACTOR shall prepare and submit to CITY a monthly project report. Said report shall indicate the overall condition of the maintained sites and list specifically any unusual or problem areas or situations. The report shall also include action to be taken by CONTRACTOR to rectify said situation(s) and indicate the anticipated time frame for compliance.

A. Pesticide Reports:

1. Records of all pesticides and fertilizers used by CONTRACTOR on City property will be submitted electronically through e-mail on a provided Texas Department of Agriculture Pesticide Applicator Record Form included in Appendix E, by the first working day of the month to the CITY representative. CONTRACTOR is responsible to maintain site and date specific records which shall be retained in accordance with the Texas Department of Agriculture.
2. Records of all operations shall be kept per Texas Department of Agriculture Regulations.

16.02 Irrigation Reports:

- A. CONTRACTOR shall maintain and submit to the CITY the following report at the prescribed times:
1. Irrigation System Inspection Form included in Appendix F: To be filled out at the time of scheduled testing/repairing and turned in monthly to the CITY.

Category B Trees Maintenance

PART I – GENERAL SPECIFICATIONS

1.0 TREES TO BE MAINTAINED

PART II – TECHNICAL SPECIFICATIONS

2.0 GENERAL REQUIREMENTS/SCOPE OF WORK

3.0 PRUNING PROGRAM

4.0 TREE MAINTENANCE

5.0 PLANT MATERIALS

PART I
GENERAL SPECIFICATIONS

1.00 TREES TO BE MAINTAINED

- 1.01 The trees within facilities landscapes, medians, and right-of-ways areas are to be maintained under the provisions of this CONTRACT. City trees will be inspected/pruned a minimum of seven (7) feet in height as needed in the month of December and operating year-a-round. The project areas are in various locations throughout the CITY; the tree inspection form and pruning schedule will be provided to CONTRACTOR upon award of CONTRACT. Samples of the tree inspection form pruning schedule are included in Appendix C.
- 1.02 CONTRACTOR acknowledges personal inspection of the trees within the facilities landscapes, medians, and right of ways, and has evaluated the extent to which the physical condition thereof will affect the services to be provided. CONTRACTOR accepts the subject trees in their present physical condition and physical condition at time of CONTRACT award and agrees to make no demands upon CITY for any improvements or alterations thereof.

PART II
TECHNICAL SPECIFICATIONS

2.00 GENERAL REQUIREMENTS/SCOPE OF WORK

2.01 It shall be understood that CONTRACTOR will be required to perform and complete the tree maintenance services in a thorough and professional manner, and to provide labor, tools, equipment, materials and supplies necessary to complete all the work in a timely manner that meets the CITY'S requirements. CONTRACTOR will be required to perform the following tree maintenance activities at various project areas throughout the CITY;

- Tree pruning
- Tree removal
- Tree watering
- Small tree care
- Specialty equipment rental

3.00 PRUNING PROGRAM

3.01 CONTRACTOR shall execute the pruning program provided by the CITY. Appendix C and D provide sample Trees Pruning Schedules and a Risk Assessment Form from which this program is generally based. The pruning program may require that more than one tree crew perform concurrently.

4.00 TREE MAINTENANCE

4.01 **CONTRACTOR shall not allow any tree to be topped.**

Tree topping is the practice of removing whole tops of trees or large branches and/or trunks from the tops of trees, leaving stubs of lateral branches that are too small to assume the role of a terminal leader. As a result, the tree is left with weak, unstable limbs and a bare, unnatural appearance.

4.02 Clearance: Maintain trees to provide a seven (7) foot clearance for branches overhanging beyond curb line into the paved section of roadways and at seven (7) feet above sidewalks. Lower branching may be allowed for trees in background and ornamental areas. Prune plant materials where necessary to maintain access and safe vehicular visibility and clearance, and to prevent or eliminate hazardous conditions.

4.03 Tree pruning shall be performed with the intent of developing healthy, structurally sound trees with natural form and proportion, symmetrical appearance, and proper vertical and horizontal clearance.

4.04 Where needed, tree stakes, three (3) per tree, shall be place vertically; 24 inches from the tree trunk; shall not rub against any part of the tree during windy conditions; shall be tied using materials and methods that conform to I.S.A. Standards.

4.05 Tree ties shall be checked bi-weekly and either retied to prevent girdling or removed along with the stakes when no longer required.

4.06 Periodic staking and tying shall be performed as needed.

4.07 All structural weaknesses such as split crotches or limbs, diseased or decayed limbs, or severe damage shall be addressed and resolved upon detection by CONTRACTOR.

- 4.08 Remove dead shrubs and trees. The CITY shall be notified 48 hours in advance of the removal of any tree, with the exception of a tree that poses an imminent safety hazard.
- 4.09 All trimmings and debris shall be removed and properly disposed of immediately.
- 4.10 CONTRACTOR shall replace trees whose trunks are significantly damaged by CONTRACTOR'S personnel with trees of equal size and species at CONTRACTOR'S sole expense.

5.0 PLANT MATERIALS

- 5.01 Plant materials shall conform to the requirements of the site-specific landscape.
- 5.02 Plans of record and specifications should be consulted to ensure correct identification of species. Substitutions may be allowed but only with the prior written approval of the CITY.
- 5.03 Quality
- A. Plants shall be sound, healthy and vigorous, free from plant disease, insect pest or their eggs, and shall have healthy normal root systems and comply with all state and local regulations governing these matters, and shall be free from any noxious weeds.
 - B. Plant materials shall be symmetrical, and/or typical for variety and species.
 - C. Roots shall not have been allowed to circle or become bound at any stage of growth.
 - D. All plant materials must be provided from a licensed nursery and shall be subject to acceptance as to quality by CITY.

5.04 Plant Materials Guarantee

CONTRACTOR shall replace, at no cost to the CITY, any plant materials planted by CONTRACTOR under this CONTRACT which fail to establish, grow, live and remain in healthy condition, regardless of the reason for said failure, as follows:

5.04.1 All trees shall be guaranteed for one year from the date of acceptance of the job by the CITY.

5.04.2 All shrubs shall be guaranteed for ninety (90) days from the date of acceptance of the job by the CITY.

Category C
Facilities Landscapes, Medians, and
Rights-Of-Way

PART I – GENERAL SPECIFICATIONS

- 1.0 REQUIRED LICENSES
- 2.0 FACILITIES LANDSCAPES, MEDIANS, AND RIGHTS OF WAY TO BE MAINTAINED

PART II – TECHNICAL SPECIFICATIONS

- 3.0 MOWING
- 4.0 TURF AND GROUND-COVER EDGING
- 5.0 WATERING AND IRRIGATION
- 6.0 IRRIGATION MAINTENANCE, REPAIR AND TESTING
- 7.0 WEED CONTROL
- 8.0 TREE, SHRUB AND GROUNDCOVER MAINTENANCE
- 9.0 DECOMPOSED CRUSHED GRANITE AND MULCHING
- 10.0 DISEASE AND PEST CONTROL
- 11.0 PLANT MATERIALS
- 12.0 LITTER, LEAF AND DEBRIS CONTROL
- 13.0 TURF RESEEDING/RESTORATION
- 14.0 TRASH AND GREEN WASTE DISPOSAL
- 15.0 SWEEPING/WASHING HARD SURFACES
- 16.0 MAINTENANCE MINIMUM FREQUENCIES

PART I
GENERAL SPECIFICATIONS

1.00 REQUIRED LICENSES

1.01 CONTRACTOR shall possess at least:

- Texas Department of Agriculture (TDA) Pesticide Commercial Applicator License. Qualified Applicator certification for all crew members who perform pesticide applications.

2.00 FACILITIES LANDSCAPES, MEDIANS, AND RIGHT-OF-WAYS TO BE MAINTAINED

2.01 The Facilities, Medians, and Rights-Of-Way to be maintained under the provisions of this CONTRACT are located at:

Facilities

	Properties Maintained	Address	Acreage	Category
1	Animal Services	3118 Commerce Dr	1.83	Facilities Landscapes
2	City Hall	101 N College St	2.64	Facilities Landscapes
3	Code Enforcement Offices	100 E Avenue C	0.46	Facilities Landscapes
4	Copper Mountain Library	3000 S WS Young Dr	1.39	Facilities Landscapes
5	Downtown Police Department	402 N 2nd St	2.09	Facilities Landscapes
6	Family Aquatics Center	1800 E Stan Schlueter Loop	6.33	Facilities Landscapes
7	Family Recreation Center/Senior Center	1700 E Stan Schlueter Loop	6.36	Facilities Landscapes
8	Information Technology	101 E Avenue D	0.38	Facilities Landscapes
9	Killeen Arts and Activities Center/Green Avenue Park	801 N 4th St, Bldg B	3.90	Facilities Landscapes/Park
10	Killeen Civic and Conference Center	3601 S WS Young Dr	20.74	Facilities Landscapes
11	Rosa Hereford Killeen Community Center/Bob Gilmore	2201 E Veterans Memorial Blvd	7.63	Facilities Landscapes
12	Main Library	205 E Church Ave	1.74	Facilities Landscapes
13	Old Organized Crime Division	1523 Stonetree Dr	1.26	Facilities Landscapes
14	PD Headquarters	3304 Community Blvd	16.64	Facilities Landscapes
17	Special Events Center	3301 S WS Young Dr	6.55	Facilities Landscapes

18	Utility Collections	210 W Avenue C	1.96	Facilities Landscapes
19	Public Works: Transportation Building	3201-A S WS Young Dr	17.00	Facilities Landscapes
20	Central Fire Station	201 N. 28th St.	5.45	Facilities Landscapes
21	Fire Training Academy	207 N. 28th St.	1.42	Facilities Landscapes
22	Fire Station #1	3800 Westcliff Rd.	5.22	Facilities Landscapes
23	Fire Station #3	700 N. Twin Creek Dr.	1.00	Facilities Landscapes
24	Fire Station #5	905 W Jasper Dr	0.65	Facilities Landscapes
25	Fire Station #6	2001 E. Elms Rd.	2.26	Facilities Landscapes
26	Fire Station #7	3701 Watercrest Rd.	1.53	Facilities Landscapes
27	Fire Station #8	7252 E. Trimmier Rd.	2.96	Facilities Landscapes
28	Fire Station #9	5400 Bunny Trail	2.88	Facilities Landscapes
29	Police Department Shooting Range	12200 TX-195	15.19	Facilities Landscapes
Total Acreage			120.88	

Medians and Right-Of-Ways

	Properties Maintained	Address	Acreage	Category
15	Santa Fe Plaza	301-399 Santa Fe Plaza Dr	8.06	Streetscapes, medians, right-of-ways
16	Skyline	Street median on W Mary Jane Dr, across from 1600 Dallas St - Skyline Plaza	0.06	Streetscapes, medians, right-of-ways
Total Acreage			8.12	

Dimensions listed are for estimating purposes only. Investigation & measurement is up to CONTRACTOR.

- 2.02 CONTRACTOR acknowledges personal inspection of the areas and has evaluated the extent to which the physical condition thereof will affect the services to be provided. CONTRACTOR accepts the premises in their present physical condition and physical condition at the time of CONTRACT award and agrees to make no demands upon the CITY for any improvements or alterations thereof.

PART II TECHNICAL SPECIFICATIONS

3.00 MOWING

- 3.01 Mowing operations shall be performed in a workmanlike manner that ensures a smooth surface appearance without scalping or allowing excessive cuttings to remain.
- 3.02 Turf shall be mowed with a mower appropriate to the turf type being mowed. Equipment shall be properly maintained, clean, adjusted, and sharpened.
- 3.03 Mow and maintain turf to the following height range:
 - A. Irrigated Bermuda: 3 inches
 - B. Natural Turf: 3 inches
- 3.04 Mowing operations shall be scheduled Monday through Friday through CITY representative.
- 3.05 Walkways, facility surroundings, and parking lots shall be cleaned of any debris immediately following each mowing.
- 3.06 Frequency of mowing shall be as often as needed to satisfy above provisions.

4.00 TURF AND GROUND-COVER EDGING

- 4.01 All turf edges shall be kept neatly edged. All grass invasions into adjacent areas shall be eliminated.
- 4.02 A 36-inch diameter circle shall be maintained around young trees with immature bark or a diameter at breast height of less than 6 inches. Circles may include a watering basin. Circles shall be kept free of weeds and grasses by use of appropriate chemicals or hand trimming.
- 4.03 Turf and groundcover shall be trimmed or limited around valve boxes, meter boxes, backflow devices and other obstacles; and around sprinklers as needed to provide optimum water coverage.
- 4.04 All groundcover and flower bed areas shall be kept neatly edged and free of grass invasion.
- 4.05 Walkways shall be cleaned immediately following each edging.
- 4.06 Frequency of mechanical edging of turf shall be as often as needed to satisfy the above provisions.
- 4.07 Frequency of ground cover edging shall be as often as needed to satisfy the above provisions, but at a minimum weekly.

5.00 WATERING AND IRRIGATION

- 5.01 All landscaped and turf areas shall be irrigated, as required to maintain adequate growth and appearance, with a schedule most conducive to plant growth. The delivery of adequate moisture to the landscaped areas shall include, but not be limited to: hand watering, operation of manual valves, proper utilization of automatic controllers and valves.

- 5.02 CONTRACTOR shall insure that personnel operating irrigation systems are fully trained in all phases of landscape irrigation systems, thoroughly familiar with the particular equipment in use, and fully equipped and capable of performing proper programming and operation of the irrigation systems.
- 5.03 CONTRACTOR shall be responsible for performing all specified irrigation tasks including, but not limited to: testing, adjustments, repairs, replacements, and supplemental watering. CONTRACTOR shall notify the CITY immediately of any deficiencies in irrigation at these sites.
- 5.04 Irrigation controllers shall be programmed by CONTRACTOR, with current schedules provided to the CITY monthly, and whenever modifications are performed over subsequent month.
- 5.05 Watering shall be regulated to avoid interference with any use of roadways, paving or walks.
- 5.06 Controllers shall be set to operate during the period of lowest wind velocity, which would normally occur at night, after 11pm or early morning hours, before 7am.
- 5.07 Irrigation shall be controlled in such a way as not to cause any excessively wet area, which could be damaged by mowing or other traffic.
- 5.08 No irrigation shall be done during periods of measurable rain without prior written approval of the CITY.
- 5.09 CONTRACTOR shall be responsible for replacing all plant materials that die or are permanently damaged due to excessive or insufficient watering.

6.00 IRRIGATION MAINTENANCE, REPAIR AND TESTING

- 6.01 CONTRACTOR shall provide labor and equipment for maintenance of the irrigation system including repairs and replacements (whether due to damage, malfunction, vandalism, normal wear, or other causes) of all components, including, but not limited to:
- A. Heads, nozzles, bodies, nipples, elbows, unions, risers
 - B. Lateral and main lines
 - C. Valves (control valves, ball valves, quick-coupler valves, master valves, etc.)
 - D. Pumps
 - E. Automatic controllers
 - F. Backflow devices
- 6.02 CONTRACTOR shall notify the CITY of any damaged, deficient or inoperable irrigation component indicating the location, valve station number, problem, size, and type of irrigation equipment.
- 6.03 Repair or replacement of irrigation components by CONTRACTOR shall be completed within two (2) working days of determining damaged or inoperable irrigation component, or sooner to prevent damage to turf or landscaping, or if the repair is otherwise deemed urgent by the CITY.
- 6.04 Replacements of irrigation equipment shall be with originally specified equipment of the same size and quality or substitutes approved by the CITY prior to any installation thereof.
- 6.05 CONTRACTOR'S Irrigation Technicians shall be fully trained in all phases of landscape irrigation systems and thoroughly familiar with the particular equipment in use. Technicians shall

be fully equipped and capable of identifying and isolating problems and performing the proper programming, inspection, testing, repair and maintenance of the irrigation systems. All of CONTRACTOR'S crew members working on irrigation shall be appropriately trained and under the direct supervision of a qualified Irrigation Technician.

- 6.06 CONTRACTOR'S Irrigation Technicians shall be fully competent and proficient in programming irrigation controllers.
- 6.07 Prior to testing a system, CONTRACTOR shall inspect all irrigated areas; note and mark with a flag marker any dry or stressed areas. During the course of the irrigation test, CONTRACTOR shall determine the cause of the noted deficiency and make needed repairs.
- 6.08 CONTRACTOR shall sequence controller(s) to each station to check the function of all facets of the irrigation system.
- 6.09 During irrigation testing CONTRACTOR shall:
- A. Adjust all sprinkler heads to provide correct coverage, uniform precipitation, prevention of runoff and erosion, and prevention of excessive overspray onto adjacent areas.
 - B. Check for, and correct all leaks, including pipes, risers, seals, turrets, etc.
 - C. Clean, flush, adjust, repair or replace any equipment, head or component that is not functioning to manufacturer's specifications.
 - D. Adjust valves and heads to keep all systems operating at manufacturer's recommended operating pressures. Valve throttling and pressure gauging shall be employed to prevent excessive fogging.
 - E. Check valve boxes and covers. Repair or replace as needed. Replace and secure cover bolts as needed.
 - F. Check for low-head drainage. Clean, repair or replace malfunctioning or missing anti-drain devices including in-head check devices.
- 6.10 Any system malfunction, damage, or deficiency not immediately resolved after testing shall be reported, including effected valve station(s) and other pertinent details, to the CITY. Said reporting may be verbal or in writing at the discretion and to the satisfaction of the CITY.
- 6.11 In addition to weekly testing by CONTRACTOR, all irrigation systems shall be tested and inspected as necessary when damage is suspected, observed, or reported.
- 6.12 Frequencies of irrigation testing shall be weekly or more frequently if problems or conditions indicate a need.

7.00 WEED CONTROL

- 7.01 All areas shall receive diligent control of weeds by employing all industry-recognized, legal methods, as approved by the CITY.
- 7.02 The following areas shall be kept weed free: turf, shrub areas, ground cover beds, planters, cracks in paved areas, including sidewalks, curbs, asphalt, all hardscape and areas covered with ornamental rock or mulch.
- 7.03 Chemical applications shall be done as needed. Weeds, which grow from, or spread by,

underground stolons, tubers, and the like, such as Crabgrass, Nutsedge, and Ragweed, shall be controlled using appropriate chemical controls. Said weeds shall not be physically removed until chemical action is complete. Notification of spraying shall be made in writing to the CITY at least three (3) business days prior to spraying.

- 7.04 Inspect, spot treat or mechanically remove weeds as necessary. Hand weeding or spot treatment of all areas is to be performed as needed to satisfy above provisions, but at minimum weekly.
- 7.05 Apply appropriate pre-emergent herbicides to prevent germination of known problem weeds as needed. Target weeds shall include but are not limited to, Nutsedge, Crabgrass, Ragweed, Poa, Spurge, annual weeds and grasses.
- 7.06 Pre-emergent herbicide materials to be used shall be as approved by the CITY. Materials to be used shall be those best suited to the control of the target weeds in the given planting.
- 7.07 Pre-emergent herbicide applications shall be carefully scheduled as approved by the CITY and shall be made per label instructions for optimum control. Scheduling of pre-emergent herbicide applications shall be reflected on the annual calendar, along with notation identifying material name and target weeds.
- 7.08 Pre-emergent herbicide applications shall be made annually, and as required for optimum control of target weeds.

8.00 TREE, SHRUB AND GROUNDCOVER MAINTENANCE

- 8.01 CONTRACTOR is responsible for tree work within fifteen (14) feet of the ground.
- 8.02 Trimming of trees and shrubs for vehicular and pedestrian clearance, visibility, access, plant health and appearance shall be done as needed, but at minimum according to frequencies specified in the MAINTENANCE MINIMUM FREQUENCIES table in Section 16.00.
- 8.03 All trimming and tree tying shall conform to I.S.A. Standards. CONTRACTOR shall not allow any tree to be topped.
- 8.04 Clearance: Maintain trees to provide a fourteen (7) foot clearance for branches overhanging beyond curb line into the paved section of roadways, and an eight (7) foot clearance for branches overhanging walkways and other pedestrian paths. Lower branching may be appropriate for trees in background and ornamental areas. Trim plant materials where necessary to maintain pedestrian access and safe vehicular visibility and clearance and to prevent hazardous conditions.
- 8.05 Shearing: Only hedge plants shall be sheared. These plants may also require additional thinning to maintain a healthy condition.
- 8.06 Tree trimming shall be performed with the intent of developing healthy, structurally sound trees with natural form and proportion, symmetrical appearance, and proper vertical and horizontal clearance, according to frequencies specified in the MAINTENANCE MINIMUM FREQUENCIES table in Section 16.00.
- 8.07 Prune shrubs to encourage healthy growth habits, natural form and proportion. Restrict growth of shrubbery to area behind curbs and within planter beds by pruning.
- 8.08 Where needed, tree stakes three (3) per tree. Stakes shall be placed vertically; 24 inches from the tree trunk; shall not rub against any part of the tree during windy conditions; shall be tied using materials and methods that conform to I.S.A. Standards.

- 8.09 Plant ties shall be checked bi-weekly and either retied to prevent girdling or removed along with the stakes when no longer required.
- 8.10 Periodic staking and tying shall be done as needed.
- 8.11 All structural weaknesses such as split crotches or limbs, diseased or decayed limbs, or severe damage above fifteen (15) feet in height from the ground shall be reported to CITY.
- 8.12 Groundcover
- A. Groundcover shall be renovated as needed. Renovation of groundcover shall include thinning and/or shearing of groundcover and fertilization; and may include bedcultivating and/or mulching, as appropriate to the species and conditions and as directed by the CITY.
 - B. All dead, diseased and unsightly branches, vines or other growth shall be removed as they develop.
 - C. All groundcover areas shall be trimmed and maintained as needed to keep neat but natural edges, but at minimum weekly as specified in the MAINTENANCE FREQUENCIES table in Section 16.00.
 - D. Except as specifically directed by the CITY, groundcover plants shall be prevented from climbing utilities, shrubs, trees, and the like.
- 8.13 Remove all dead shrubs and trees. The CITY shall be notified 48 hours in advance of the removal of any tree.
- 8.14 All trimming and debris shall be removed and properly disposed of immediately.

9.00 DECOMPOSED CRUSHED GRANITE AND MULCHING

- 9.01 A minimum three (3) inch layer of approved decomposed crushed granite and/or mulch shall be maintained by CONTRACTOR in all tree, shrub, flowerbeds, and groundcover. Decomposed crushed granite and/or mulch shall be placed in such a manner as to present a neat appearance, cover all bare soil, and shall not cover plant material or the bases of trees or shrubs.
- 9.02 All areas to receive decomposed crushed granite and/or mulch shall be free of weeds prior to mulchir
- 9.03 Decomposed crushed granite and/or mulch shall be maintained free of litter and foreign matter.
- 9.04 CONTRACTOR shall replenish decomposed crushed granite and/or mulch as required to maint: specified conditions.
- 9.05 CONTRACTOR shall pay the actual cost of decomposed crushed granite and/or mulch and delivery to the CITY designated site(s). CONTRACTOR shall supply, at its expense, all equipment and labor required to move decomposed crushed granite and/or mulch from the site(s) and place in required areas.
- 9.06 Mulching operation shall be accomplished in a timely manner, so that all material is placed and the site(s) left clean, all to the satisfaction of the CITY. CONTRACTOR shall implement appropriate and effective BMP'S to ensure storm water pollution prevention compliance for all aspects of mulching operations at the designated site(s) and required areas of placement.

10.00 DISEASE AND PEST CONTROL

- 10.01 All landscaped areas shall be maintained free of disease and insects that could cause or promote damage to plant materials including but not limited to trees, shrubs, groundcover and turf.
- 10.02 The CITY shall be notified immediately of any disease, insects or unusual conditions that might develop.
- 10.03 CONTRACTOR shall eradicate or remove bees, ants, and other pests. CONTRACTOR shall arrange for and assume the expense of such operations, if not under its immediate capabilities, within a 12-hour period after observation by CONTRACTOR or notification from the CITY.
- 10.04 Frequency of disease and pest control operations shall be as needed to satisfy above provisions.

11.00 PLANT MATERIALS

- 11.01 Plant materials shall conform to the requirements of the site-specific landscape.
- 11.02 Substitutions may be allowed but only with the prior written approval of the CITY.
- 11.03 Quality
- A. Plants shall be sound, healthy, and vigorous, free from plant disease, insect pest or their eggs, and shall have healthy normal root systems and comply with all state and local regulations governing these matters and shall be free from any noxious weeds.
 - B. Plant materials shall be symmetrical, and/or typical for variety and species.
 - C. Trees shall not have been topped.
 - D. Roots shall not have been allowed to circle or become bound at any stage of growth.
- 11.04 All plant materials must be provided from a licensed nursery and shall be subject to acceptance as to quality by the CITY.
- 11.05 Plant Materials Guarantee
- A. CONTRACTOR shall replace, at no cost to the CITY, any plant materials planted by CONTRACTOR under this CONTRACT which fail to establish, grow, live and remain in healthy condition, regardless of the reason for said failure, as follows:
 1. All trees shall be guaranteed for one (1) year from the date of acceptance of the job by CITY.
 2. All shrubs shall be guaranteed for ninety (90) days from the date of acceptance of the job by the CITY.

12.00 LITTER, LEAF, AND DEBRIS CONTROL

- 12.01 Remove all litter, paper, glass, trash, undesirable materials, silt and other accumulated debris as needed from all areas specified in the CONTRACT.
- 12.02 Complete policing, litter pick up and supplemental hand sweeping of edges, corners and other areas inaccessible to power equipment shall be accomplished as needed to ensure a neat appearance.

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- 12.03 Accumulation of leaves and debris shall be removed as needed, from all landscaped areas.
 - 12.04 Raking should not be used in ground cover or mulched areas except to remove heavy accumulation of leaves and debris. When raking is necessary, it should be done lightly, taking care not to damage plants.
 - 12.05 CONTRACTOR shall employ appropriate safety equipment and procedures for litter removal.

13.00 TURF RESEEDING/RESTORATION

- 13.01 Damaged, vandalized, bare, or thin turf areas shall be overseeded, plugged, or sodded as required by the CITY, to maintain turf to an acceptable quality.
- 13.02 Areas to be so treated shall be prepared as needed to provide an adequate soil condition for seed to germinate and/or turf to establish. Preparation may require, as needed, aeration, dethatching, soil amendment and tilling. Areas shall be fine graded to provide for surface drainage and to match surrounding turf and borders.
- 13.03 Seed, sod, plugs, or stolons to be used and application rate shall be as approved by the CITY. All seed, plug or stolons shall be covered with an approved top dressing at a rate of (1) cubic foot per 72 square feet or not to exceed ¼ inch in depth.
- 13.04 Repaired areas shall receive supplemental water by hand, controller cycle, or portable sprinkler as needed to establish turf.

14.00 TRASH AND GREEN WASTE DISPOSAL

- 14.01 All trash, green waste and accumulated debris from the CITY shall be removed from the site, immediately upon collection and disposed of by CONTRACTOR at a legal waste collection site, or landscape material recycling center, as applicable through the CITY. The CONTRACTOR shall coordinate with the CITY to dispose of these materials at no cost through CITY disposal sites. All material must be from CITY facilities

15.00 SWEEPING/WASHING HARD SURFACES

- 15.01 Walkways, steps, surface areas, curbs, gutters and parking lots shall be cleaned, including but not limited to, the removal of all foreign objects from surfaces such as gum, food or drink spills, grease, paint, broken glass, staples, etc., as needed, according to specified in the MAINTENANCE MINIMUM FREQUENCIES table in Section 16.00.
- 15.02 Supplemental hand sweeping of parking lot edges, corners and other parking lot areas shall be required in those areas inaccessible to power equipment or where use of power equipment would have an adverse community effect.

16.00 MAINTENANCE MINIMUM FREQUENCIES

As a non-inclusive table of tasks required under this CONTRACT, the following maintenance minimum frequencies shall apply to the referenced tasks:

	Weekly	Bi-Weekly	Quarterly	As Needed
Irrigation Maintenance				
Testing	X			
Turf Maintenance				
Mowing/Edging	X			
Weed Control	X			
Clipping Removal	X			
Visual Inspection	X			
Planters & Ground Cover Maintenance				
Edging	X			
Trimming	X			
Weed Control	X			
Pest Control				X
Shrub Maintenance				
Weed Control	X			
Trimming				X
Pest Control				X
Tree Maintenance				
Trim	Based on Tree Pruning Schedule Appendix B			
Re-Stake/Check				X
Pest Control				X
Hardscape Maintenance				
Gutters, Curbs, Sidewalks, Roadways	X			
Miscellaneous Asphalt, Concrete and D.G.	X			
Waste Disposal				
Trash and Litter Removal	X			

Section 3 – Submission Requirements

To achieve a uniform review process and obtain the maximum degree of comparability, the responses shall be organized in the manner specified below. Proposals shall not exceed the requested information. Information in excess of the information requested will not be evaluated.

The proposal and any accompanying documentation submitted becomes property of the City of Killeen and will not be returned.

1. Vendor's profile

- a. Tax ID Number
- b. Full legal name of business
- c. Brief history of business including year established
- d. Address
- e. City, State & Zip
- f. Point of contact of individual(s) at your business that would handle any issues that may arise with customer service or billing concerns during the term of agreement
- g. Telephone
- h. Business Entity Type
- i. Email address
- j. Authorized Signature
- k. Printed Name

2. Experience and Qualifications

- a. Describe your company's expertise and knowledge with providing landscape services in similar format(s)
- b. Describe your company's plan to objectively meet the needs of our request

3. References

- a. Provide a minimum of three (3) references of governmental organizations for which your company has provided landscape services to in the past. Each reference should include, organization name, name, title, email address and phone number of the point of contact at the organization referenced, and the time services were conducted.

4. Invoice plan

- a. Describe how your company invoices and if it meets the requirements.
- b. Provide a sample invoice.

5. Draft contract

- a. A draft contract including the services and terms outlined within this RFP must be submitted with the proposal submission.

6. Attachments

- a. The following forms shall be attached with the proposal submittal
 - i. Copies of licenses
 - ii. Conflict of Interest Questionnaire (CIQ) – Appendix H
 - iii. Cost Proposal – Appendix I

VI. Evaluation of Proposals

Proposals will be evaluated by an evaluation committee of three (3) to five (5) employees of the City. The recommendation of the evaluation committee is subject to approval by the City Manager and/or City Council.

~~During the evaluation process, the Committee and the City reserve the right, where it may serve the City's best interest, to request additional information or clarifications from submitting entities. The City may enter into multiple contracts in order to meet additional weekly demands. Vendors may be ranked based on individual services and will be contacted to provide services according to the assigned ranking. If additional capacity is needed or the higher ranked vendor is unavailable, another vendor may be contacted to perform services. Vendors may submit qualifications on any or all services listed. The award of a contract does not guarantee that services or any given quantity of services will be utilized by an individual vendor.~~

At the City's discretion, submitting entities may be requested to make oral presentations as part of the evaluation process.

Proposals will be evaluated on following criteria.

1. Cost of Services – Maximum 30 points
2. Capacity to Deliver Services – Maximum 30 points
3. Experience & Qualifications – Maximum 30 points
4. References – Maximum 10 points

VII. The City of Killeen, TX – Reservation of Rights

In connection with the RFP, the City of Killeen reserves all rights (which rights may be exercised by the City in its sole discretion) available to it under applicable laws, including without limitation, and with or without cause and with or without notice, the right to:

1. Cancel this RFP, in whole or in part at any time before the execution of a contract by the City of Killeen, without incurring any cost, obligations, or liabilities.
2. Issue addenda, supplements, and modifications to this RFP.
3. Revise and modify, at any time before the RFP submittal due date, the factors and/or weights of factors the City will consider in evaluating RFP submittals and to otherwise revise or expand its evaluation methodology as set forth herein.
4. Extend the RFP submittal due date.
5. Investigate the qualifications of any firm under consideration and require confirmation of information furnished by a firm.
6. Require additional information from a firm concerning contents of its RFP submittal and/or require additional evidence of qualifications.
7. Waive or permit corrections to data submitted with any response to this RFP until such time as the City declares, in writing, that a particular stage or phase of its review of the responses has been completed or closed.
8. Reject at any time, any or all submittals, responses and RFP submittals received.
9. Terminate, at any time, evaluations of responses received.
10. Appoint an evaluation committee to review RFP submittals or responses, make recommendations.
11. Hold interviews and conduct discussions and correspondence with one or more of the firms responding to this RFP to seek an improved understanding and evaluation of the responses to this RFP.

12. ~~Seek or obtain data from any source that has the potential to improve the understanding and evaluation of the responses to this RFP.~~
13. Disclose information contained in an RFP submittal to the public as required under the Texas Public Information Act.
14. Authorize firms to substitute key personnel until the City declares, in writing, that a particular stage or phase of its review has been completed and closed.
15. Waive deficiencies in an RFP submittal, accept and review a non-conforming RFP submittal or seek clarifications or supplements to an RFP submittal.
16. Disqualify any firm that changes its RFP submittal without the City's authorization.
17. Add city properties to the RFP or contract.
18. Exercise any other right reserved or afforded to the City of Killeen under this RFP. The City reserves the right to modify the process, in its sole discretion, to address applicable law and/or the best interest of the City.

The City shall not, under any circumstances, be bound by or be liable for any obligations until such time (if at all) a contract has been awarded and all approvals obtained in form and substance satisfactory to the City have been executed and authorized by the City, and then only to the extent of such agreements.

Appendix "A"

**CITY OF KILLEEN MAINTENANCE SERVICES
INSPECTION RATING FORM 1**

SITE: _____ INSPECTOR: _____ DATE: _____

Category Description	Possible Points	Previous Period	Rating This Period
Irrigation Maintenance	10		
Turf Maintenance	25		
Planters & Ground Cover Maintenance	15		
Shrub Maintenance	15		
Tree Maintenance	5		
Hardscape Maintenance	5		
Trash & Litter Pickup	25		
Rating Totals	100		

**CITY OF KILLEEN MAINTENANCE SERVICES
INSPECTION RATING FORM 2**

SITE: _____ INSPECTOR: _____ DATE: _____

Category Description	Possible Points	Previous Period	Rating This Period
Safety	8		
Knowledge of Contract Requirements	7		
Staffing	10		
Equipment & Vehicles	8		
Performance of Additional Work	8		
Observation and Reporting	5		
Emergency Response	8		
Response to Requests	8		
Office and Communications	8		
Schedule and Reports	8		
Meeting Preparation and Attendance	7		
Administrative Support	7		
Supervision of Operations	8		
Rating Totals	100		

Appendix "B"

Acceptable Plants		
All plants are recommended based on facility use/location and are subject to City approval		
Common Names/Subspecies		
Indian Hawthorn		Turkscap
Liriope		Beebalm
Boxwood		Dwarf Rose Bush
Ligustrum		Rock Rose
Mondo Grass		Ruellia
Mexican Feather Grass		Allamanda
Purple Fountain Grass		Firecracker Bush
Mexican Sage		Cuphea
Russian Sage		Nandina
Texas Sage		Abelia
Lantana		Birds of Paradise
Salvia		
Trumpets		
Verbena		
Red Yucca		
American Century Plant		

Appendix "C"

TREE PRUNING SCHEDULE

TREE TYPE	LATE WINTER/ EARLY SPRING	LATE SPRING/ EARLY SUMMER	LATE SUMMER/ FALL	LATE FALL/ EARLY WINTER
OAK TREES	X			X
ASH	X			
BIRCH		X		
PECAN	X			
BALDCYPRESS	X			
DOGWOOD		X		
WAX MYRTLE	X	X	X	X
SYCAMORE	X			
JUNIPER	X			
VITEX	X			
COTTONWOOD	X			
CRAPE MYRTLE	X			
DESERT WILLOW	X			
AFGHAN PINE		X	X	
ELM	X			
HOLLY		X		
REDBUD		X		
MAGNOLIA		X		
MOUNTAIN LAUREL		X		
CHINESE PISTACHE	X			
BRADFORD PEAR	X			X

Do not prune from Feb 1 to June 30, and all wounds should be painted any time of year.

Appendix "D"

ISA Basic Tree Risk Assessment Form

Client _____ Date _____ Time _____
 Address/Tree location _____ Tree no. _____ Sheet _____ of _____
 Tree species _____ dbh _____ Height _____ Crown spread dia. _____
 Assessor(s) _____ Tools used _____ Time frame _____

Target Assessment

Target number	Target description	Target protection	Target zone			Occupancy rate 1 - rare 2 - occasional 3 - frequent 4 - constant	Practical to move target?	Remediation practical?
			Target within 15 ft dbh	Target within 1.5 ft dbh	Target within 3.5 ft dbh			
1								
2								
3								
4								

Site Factors

History of failures _____ Topography Flat Slope _____ % Aspect _____
 Site changes None Grade change Site clearing Changed soil hydrology Root cuts Describe _____
 Soil conditions Limited volume Saturated Shallow Compacted Pavement over roots _____ % Describe _____
 Prevailing wind direction _____ Common weather Strong winds Ice Snow Heavy rain Describe _____

Tree Health and Species Profile

Vigor Low Normal High Foliage None (seasonal) None (dead) Normal _____ % Chlorotic _____ % Necrotic _____ %
 Pests/Biotic _____ Abiotic _____
 Species failure profile Branches Trunk Roots Describe _____

Load Factors

Wind exposure Protected Partial Full Wind funneling _____ Relative crown size Small Medium Large
 Crown density Sparse Normal Dense Interior branches Few Normal Dense Vines/Mistletoe/Moss _____
 Recent or expected change in load factors _____

Tree Defects and Conditions Affecting the Likelihood of Failure

— Crown and Branches —

Unbalanced crown LCR _____ %
 Dead twigs/branches _____ % overall Max. dia. _____
 Broken/Hangers Number _____ Max. dia. _____
 Over-extended branches
 Pruning history
 Crown cleaned Thinned Raised
 Reduced Tooped Lion-tailed
 Flush cuts Other _____
 Cracks _____ lightning damage
 Codominant _____ Included bark
 Weak attachments _____ Cavity/Nest hole _____ % circ.
 Previous branch failures _____ Similar branches present
 Dead/Missing bark Cankers/Galls/Burls Sapwood damage/decay
 Conks Heartwood decay
 Response growth _____

Condition(s) of concern _____

Part Size _____ Fall Distance _____
 Load on defect N/A Minor Moderate Significant
 Likelihood of failure Improbable Possible Probable Imminent
 Part Size _____ Fall Distance _____
 Load on defect N/A Minor Moderate Significant
 Likelihood of failure Improbable Possible Probable Imminent

— Trunk —

Dead/Missing bark Abnormal bark texture/color
 Codominant stems Included bark Cracks
 Sapwood damage/decay Cankers/Galls/Burls Sap ooze
 Lightning damage Heartwood decay Conks/Mushrooms
 Cavity/Nest hole _____ % circ. Depth _____ Poor taper
 Lean _____ Corrected? _____
 Response growth _____
 Condition(s) of concern _____

Part Size _____ Fall Distance _____
 Load on defect N/A Minor Moderate Significant
 Likelihood of failure Improbable Possible Probable Imminent

— Roots and Root Collar —

Collar buried/Not visible Depth _____ Stem girdling
 Dead Decay Conks/Mushrooms
 Ooze Cavity _____ % circ.
 Cracks Cut/Damaged roots Distance from trunk _____
 Root plate lifting Soil weakness

Response growth _____
 Condition(s) of concern _____

Part Size _____ Fall Distance _____
 Load on defect N/A Minor Moderate Significant
 Likelihood of failure Improbable Possible Probable Imminent

Appendix "E"

Texas Department of Agriculture Pesticide Applicator Record



COMMISSIONER STEVE MILLER

TDA Q527
7/15

Business/Applicator Name _____ Address _____

Application Date	Time Started	Name of the person for whom the application was made	Location of Land Treated	Site Treated	Wind Direction	Wind Velocity	Air Temp
Product Trade Name	EPA Registration Number	Target Pest	Rate of Product Per Unit	Method or Type of Equipment Used To Make Application	FAA "N" Number for Aerial Application Equipment:		
Is Application Applied in Regulated County: <input type="checkbox"/> Yes <input type="checkbox"/> No				Regulated Herbicide Permit Number:			
Licensed Applicator's Name and License Number		Non-licensed Applicator's Name Working Under Licensee		Total Acres or Volume of Area Treated	Total Volume of Spray Mix, Dust, Granules or Other Materials Applied Per Unit		
Documentation used to verify training of non-licensed applicator (Mark Applicable Box) <input type="checkbox"/> Direct Supervisor Affidavit <input type="checkbox"/> WPS Handler Card <input type="checkbox"/> Signed & Dated Label							

Application Date	Time Started	Name of the person for whom the application was made	Location of Land Treated	Site Treated	Wind Direction	Wind Velocity	Air Temp
Product Trade Name	EPA Registration Number	Target Pest	Rate of Product Per Unit	Method or Type of Equipment Used To Make Application	FAA "N" Number for Aerial Application Equipment:		
Is Application Applied in Regulated County: <input type="checkbox"/> Yes <input type="checkbox"/> No				Regulated Herbicide Permit Number:			
Licensed Applicator's Name and License Number		Non-licensed Applicator's Name Working Under Licensee		Total Acres or Volume of Area Treated	Total Volume of Spray Mix, Dust, Granules or Other Materials Applied Per Unit		
Documentation used to verify training of non-licensed applicator (Mark Applicable Box) <input type="checkbox"/> Direct Supervisor Affidavit <input type="checkbox"/> WPS Handler Card <input type="checkbox"/> Signed & Dated Label							

Appendix "F"

IRRIGATION SYSTEM INSPECTION FORM

DATE	FACILITY: CONTROLLER DESIGNATION: CONTROLLER LOCATION:	CONTROLLER OPERATION	BACKFLOW OPERATION	# BROKEN HEADS	# CLOGGED HEADS	# MISSING HEADS	# SUNKEN HEADS	SPRINKLER COVERAGE	# SUNKEN VALVE BOX	# MISSING VALVE BOX COVERS	VALVE ELECTRICAL CONNECTIONS	WINTERIZATION	RETURN TO NORMAL SERVICES	BROKEN PIPE OR FITTINGS	OTHER	NOTES
1																
2																
3																
4																
5																
6																
7																
8																
9																
10																
11																
12																

Appendix "G"
CITY OF KILLEEN
GENERAL TERMS AND CONDITIONS

1. General Conditions

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

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

2. Preparation of Bid

Bid will be prepared in accordance with the following:

- (a) All information required by the Bid shall be furnished. The bidder shall print or type his/her name and manually or electronically sign the Bid and each continuation sheet on which an entry is made.
- (b) Unit prices shall be shown and where there is an error in extension of the price, the unit price shall govern.
- (c) Alternate Bids will not be considered unless authorized by the City within the specifications.
- (d) Proposed delivery time must be shown and shall include weekends and holidays if requested by the City.
- (e) The City qualifies for exemption from State and Local Sales and Use Taxes pursuant to the provision of Article 20.04(f) of the Texas Limited Sales, Excise and Use Tax Act. Taxes normally levied on the purchase, rental and lease of materials, supplies and equipment used or consumed in performance of the Contract may be exempted by issuing to suppliers an exemption certificate in lieu of tax. Exemption certificates comply with State Comptroller of Public Accounts Ruling No. 95-0.07. Any such exemption certificate issued in lieu of tax shall be subject to State Comptroller of Public Accounts Ruling No. 95-0.09, as amended. Failure by the Bidder or the bidder's Subcontractors to take advantage of the City's exemption and to obtain such exemption certificate shall make him responsible for paying taxes incurred on materials furnished on the Project without additional cost to or reimbursement by the City.

3. Description of Supplies

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

4. Submission of Bid

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

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

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

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

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

Electronically submit bids to Negometrix E-Bidding Site: (<https://app.negometrix.com>)

OR

Delivery Address:

City of Killeen

Attn: Purchasing Division

802 N 2nd Street, Building E, 2nd Floor #215

Killeen, TX 76541

5. Rejection of Bid

(a) The City may reject a Bid if:

1. The Bidder mistakes or conceals any material fact in the Bid, or if
2. The Bid does not strictly conform to law or the requirements of the Bid, or if
3. The Bid is conditional, except that the Bidder may qualify his Bid for acceptance by the City as an "All or None" basis.

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

6. Withdrawal of Bid

Bid may not be withdrawn for up to ninety (90) days after the time set for the Bid opening, unless otherwise stated in the Bid.

7. Late Bid or Modifications

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

8. Clarification or Objection to Bid Specifications

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

9. Discounts

(a) Prompt payment discounts will be considered in making the award provided the period of the discount offered is

sufficient to permit payment within such period in the regular course of business.

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

10. Award of the Contract

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

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

Or, if applicable, the responsible bidder who provides goods or services at the most advantageous Bid for the municipality based on, but not limited to, the following factors:

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

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

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

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

(e) If identical Bids are received from two or more bidders and those Bids are the lowest and best Bid, the tie shall be broken in accordance with provisions in Section 271.901 of the Texas Local Government Code.

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

~~local government the best combination of contract price and additional economic development opportunities for the local government created by the contract award, including the employment of residents of the local government and increased tax revenues to the local government."~~

(g) As stated in Section 271.9051(b) of the Texas Local Government Code, "In purchasing real property or personal property that is not affixed to real property, or services, if a municipality receives one or more competitive sealed Bid from a bidder whose principal place of business is in the municipality and whose Bid is within five percent of the lowest Bid price received by the municipality from a bidder who is not a resident of the municipality, the municipality may enter into a contract for an expenditure of less than \$100,000 or a contract for other purchases in an amount of less than \$500,000 with: (1) the lowest bidder; or (2) the bidder whose principal place of business is in the municipality if the governing body of the local government determines, in writing, that the local bidder offers the municipality the best combination of contract price and additional economic development opportunities for the municipality created by the contract award, including the employment of residents of the municipality and increased tax revenues to the municipality."

11. Bid Protest

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

12. Termination for Governmental Non-Appropriations

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

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

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

13. Termination of Contract

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

14. Assurance of Compliance

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

or affiliation.

15. Conflict of Interest Disclosure Questionnaire

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

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

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

16. Venue for Legal Action

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

17. Conflicts in Terms and Conditions for Bids

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

18. Insurance

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

A. Comprehensive General Liability and Property Damage Insurance.

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

Bodily Injury.

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

Property Damage Insurance.

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

B. Comprehensive Automobile Liability.

Bodily Injury

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

Property Damage

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

Workers Compensation and Employee Liability

(1) Each Accident - \$1,000,000

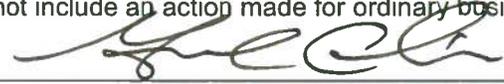
(2) Each Disease of employee - \$1,000,000

19. Disclosure of Interested Parties

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

20. Acknowledgement – “Boycott Israel”

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

SIGNATURE:  DATE: 3/2/2022

PRINT NAME: Manuel Colón

Manuel Colón

Appendix "H"

CONFLICT OF INTEREST QUESTIONNAIRE		FORM CIQ
For vendor doing business with local governmental entity		
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg. Regular Session.</p> <p>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).</p> <p>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.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	OFRCUSEONLY Date Received	
<p>Name of vendor who has a business relationship with local governmental entity.</p> <p><input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p>		
<p>(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>		
<p>Name of local government officer about whom the information in this section is being disclosed.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p> <p>This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. And each additional page to this Form CIQ as necessary</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>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 named in this section AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>D. Describe each employment or business and family relationship with the local government officer named in this section.</p>		
<p>_____</p> <p>Signature of vendor doing business with the governmental entity</p>	<p>_____</p> <p>Date</p>	

Adopted 8/7/2015

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/ Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity. (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

Appendix "J"





City of Killeen

ADDENDUM NO. 1 for RFP No. 22-12

Landscape Services

BID DUE DATE: March 3, 2022 at 2:00 p.m.

Today's date: March 1, 2022

The following questions have been made to the above-mentioned RFP. Answers follow in *italics*.

1. Will the irrigation and tree removal be separate PO or will that fall into this agreement?

Yes- will be included in this award

2. Does this award include parking lot maintenance?

Yes, such as blowing cut debris out of site. Does not include painting parking lot stripes though.

3. Will this be 12 months, equal billing?

Yes

4. Will this be for (52) weeks?

Yes – through all seasons. Frequency will change through no- grow seasons but work can transition to hardscape work, winterizing irrigation, etc.

5. Are irrigation checks weekly?

Visual checks yes and yes operational check monthly.

6. Please verify the properties that do not have irrigation systems on the bid.

Irrigated Sites

City Hall, Copper Mountain Library, Downtown Police Department, Family Aquatics Center, Family Recreation Center/Senior Center, Killeen Arts and Activities Center/Green Avenue Park, Killeen Civic and Conference Center, Rosa Hereford Killeen Community Center, Main Library, PD Headquarters, Utility Collections, Public Works: Transportation Building

MC

Bidder's Initials

Page 1 of 1

Non-Irrigated Sited

Animal Services, Code Enforcement Offices, Information Technology, Old Organized Crime Division, Santa Fe Plaza, Skyline, Special Events Center

7. Explain 8.01 and 8.0.

Discussed that they will meet with Super, parks and rec manager and/or the assist director weekly and that we will also meet with everyone monthly to stay ahead of any/all issues that may arise. The monthly meeting would have COK grounds Super, parks and rec manager, assist dir and/or the EDRS with identified landscape company POC.

8. Update: In section 11.02, "paving" should not be in this section and would not be the responsibility of the landscape contractor.
9. What does the process look like for pruning trees that are close to or touch electrical lines?

Awarded contractor would contract grounds super who would then contact ONCOR and that this process would work its way back down to the landscape contractor.

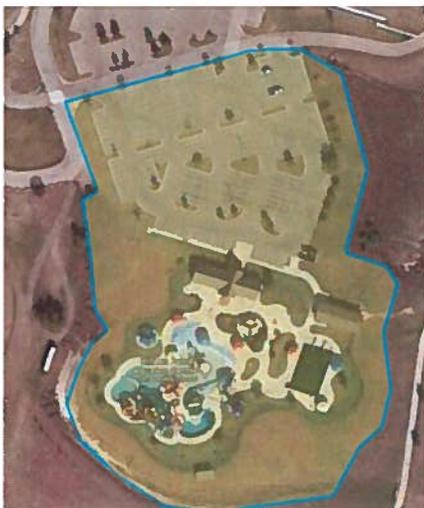
10. We would like to know if you can provide at least a map with the specific boundaries for the following.

- Killeen Civic Center and Conference Center



- Arts and Activities

MC



11. Are the dead shrubs going to be replaced by the City in the following properties?

- Killeen Civic Center - *Currently ongoing through ARPA funding. Yes, plan is in place and project is already budgeted to replace in FY22.*
- City Hall - *These plants/shrubs are dormant*
- Fire Station #9 - *If any plants are found to be dead from winter storm Uri then the department would pay for those replacement plants. Department would work through hired contractor to identify a plan.*
- Downtown Police Department - *If any plants are found to be dead from winter storm Uri then the department would pay for those replacement plants. Department would work through hired contractor to identify a plan.*

12. How often would you like the seasonal flowers to be changed at the required properties like the City Hall & Civic Center?

City Hall and the Civic Center have only ever had Spring to Summer blooming plants. We'd be open to see flowering plants for our zone be planted, showing a natural, flowering plant.

13. Are the Downtown City beds on Ave D included for maintenance in this contract?

Not currently.

Lorianne Luciano
Digitally signed by Lorianne Luciano
Date: 2022.03.01 10:11:25 -06'00'

Lorianne Luciano
Dir. of Procurement & Contract Management

Acknowledgement:

Signature: _____

MC
Bidder's Initials
Page 4 of 5



- Public Works: Transportation Building 3201 A S WS Young



- Special Events Center



- Family Aquatics Center

Print Name: Manuel Colón

Title: Account Manager

Company: Heart of Texas Landscape & Irrigation

Date: 3/2/2022

Request for Proposals City of Killeen

RFP# 22-12

Landscape Services

1. Vendor's profile

- a. Tax ID Number #742883398
- b. Heart Of Texas Landscape & Irrigation Co., Inc
- c. We have been servicing the commercial landscape and irrigation needs of Central Texas since 1989. We have almost 33 years of experience in installing, maintaining, and repairing irrigation systems.
- d. 6363 FM439
- e. Belton, TX 76513
- f. Manuel Colon, Account Manager

Cel: 254.791.9363

manuel@hotmail.com

Jimmy Baker, Parks Superintended

Cel: 254.899.5086

jimmy@hotlandscape.com

Hector Nieto, Division Manager

Cel: 254.718.6314

hector@hotlandscape.com

x Manuel Colon

Cruz Fabian, Billing Department

cruz@hotlandscape.com

g. Office: 254.939.6795

h. Business Entity: Corporation

i. manuel@hotlandscape.com

j. 

k. Manuel Colon

2. Experience and Qualifications

a. Heart of Texas Landscape & Irrigation Co., Inc. company work expertise and knowledge;

we currently maintain properties for the Williamson County (2004-present), City of Georgetown (2015-present), Bell County (2016-present) and City of Temple (2017-present). The services we provide includes mowing, bed maintenance, fertilizing, post and pre weed applications, mulching, crushed granite, fire ant bait and treatment, tree trimming, irrigation management and inspections, insect disease control and vegetation replacement.

We currently employ two full time irrigation technicians tasked with checking and maintaining our commercial client's irrigation systems, as well as other licensed irrigations that are available to help during the busy season. We also have 3 individuals licensed to perform backflow checks.

* 

Most currently Award:

2021 TEXAS TURFGRASS ASSOCIATION (TTA) for:

“TURF LANDSCAPE MAINTENANCE at UNIVERSITY of MARY HARDIN –BAYLOR”

- b. Company plan-upon the award of this contract we would develop a consistent recurring schedule that allows for the completion of all of the properties in a timely manner. When weather or conditions prevent the completion of properties in a timely manner you will be notified.

Our maintenance division includes Hector Nieto as our division manager. Hector has 20 years of experience in the landscape industry. We also employ 3 account managers that are responsible for the day-to-day activities of our crews, as well as contact with our clients. Our account managers have 27-years in combined experience in the landscape industry. We have 14 maintenance crews totaling 44 employees in the field. Many of our crew men have been with the company for 10 – 25 years. Our employee certification and licenses are attached.

3. References

HEART OF TEXAS LANDSCAPE AND IRRIGATION REFENENCES FOR COMPARABLE WORK:

Williamson County Parks Department

3005 County Road 175, Leander, TX

Contact: Leroy Smith

Phone: 512-395-5312

Email: leroysmith@wilco.org

2004-Present

City of Georgetown Parks Department.

1101 N College St, Georgetown, TX 78626

Contact: Jamie Beran

** Manuel Colón*

Phone: 512-630-9066

Email: Jamie.beran@georgetown.org

2015-Present

Bell County

101 E Central Ave, Belton, TX 76513

Contact: Mike Guthrie

Phone: 254-933-5365

Email: mike.guthrie@bellcounty.texas.gov

2016-Present

4. Invoice plan

- a. Heart of Texas Landscape Irrigation Co., Inc. invoices the city entities at the end of each month. The invoices have the location of the work performed per the RFP and the RFP prices per location. The invoices are due net later than net 30. A copy of a sample invoice is below.

- b. For sample invoice, please see next page

** Manuel Colón*



Heart of Texas Landscape & Irrigation Co., Inc.
 PO Box 1236
 Belton, TX 76513-1236

Invoice

Date: 2/28/2022 Invoice #: 96126

Bill To:
 City of Killeen
 802 N 2nd Street Building E
 Killeen, TX 76541

Work Location:

P.O. No.:

TERMS: Net 30

Description	Qty	Rate	Amount
PO 123456789			
Lawn Maintenance Site 1234		0.01	0.01
Lawn Maintenance Site 12345		0.01	0.01
Lawn Maintenance Site 123456		0.01	0.01

(Please pay by this invoice)
 Thank you, we appreciate your business!

Subtotal \$0.03

Sales Tax (0.00) \$0.00

Total \$0.03

Any payments not post marked with in the terms specified above will be assessed interest charges of 18% per annum on the amount outstanding.

Payments/Credits	\$0.00
Balance Due	\$0.03

** Manuel Colón*

5. Draft Contract



Proposal Date:
3/2/2022

www.hotlandscape.com

City of Killeen

PROPOSAL

This proposal is based on _____ trips per year on the following schedule:

January _____	May _____	September _____
February _____	June _____	October _____
March _____	July _____	November _____
April _____	August _____	December _____

Each trip will include these services in the primary areas as applicable to your property: (1) Pick up litter on areas to be mowed; (2) Mow primary lawn areas (3) Edge and weed eat all walks, curbs, and drives; may be chemically treated where not unsightly; and (4) blow or otherwise clean up debris caused by our work.

Periodic maintenance during the annual contract term will include the services and frequencies indicated:

Fertilize primary lawn area. Spring & Fall (2X) with materials formulated for best turf development

Mow grass areas designated by client, 0 times.

Shear shrubs and ground cover as needed.

Weed and edge beds

Addendum Attachment "A" attached.

Irrigation Check - Monthly

Winter Rye Grass

All additional services out of contract will be performed with an approved estimate

Annual Price: \$0.00 Includes Tax ***

Monthly Price: \$0.00 Includes Tax ***

*** _____ REPRESENTATIVE INITIALS ACKNOWLEDGING PRICE

Thanks again for your consideration. Please feel free to call if you need further information or desire a revision in this proposal. If you wish to institute the program as proposed, please carefully read the terms and indicate your acceptance by your signature.

DATE

DATE

OWNER/REPRESENTATIVE

Manuel Colon
HEART OF TEXAS LANDSCAPE & IRRIGATION CO, INC.

Manuel Colon



www.hotlandscape.com

ATTACHMENT "A"

Other services included in contract or available upon request:

We practice Integrated Pest Management.

Other than fertilizer/pre-emergent herbicides, we only treat the pest as the pest becomes prevalent

- 1) Turf is fertilized in the spring with a slow release sulfur coated urea fertilizer with iron, sulfur & zinc trace elements. A winterize is applied in early fall.
- 2) Shrubs and trees are fertilized in the spring if fertilizer is included in the contract. (see page 1)
- 3) Post emergent herbicides in turf is included for class A Turf
- 4) Disease or insects on turf, shrubs, or trees will treated as part of Integrated pest management
- 5) Mistletoe removal or treatment is not included.
- 6) Sucker removal and crape myrtle pods that can be reached from the ground, up to eight feet, are part of shrub trimmings.
- 7) Fall leaf removal will occur when majority of trees have dropped. Oak leaf removal in late February-early March when the majority of trees have dropped.
- 8) Fire ant baits control using Fipronil will be applied to Class A areas.
- 9) Tree trimming will be complete following City of Killeen schedual.
- 10) Tree trimming up to eight feet is included in the contract. Any tree trimming over eight feet will be upon request for an additional charge.
- 11) Perennial cut backs will be performed in Winter after the first freeze. Roses will be cut back after Valentine's Day.

Your signature below indicates that you have read the information and have understood the scope of services to be provided by Heart of Texas:

_____ DATE

_____ DATE

_____ OWNER/REPRESENTATIVE

Manuel Colon
_____ HEART OF TEXAS LANDSCAPE & IRRIGATION

Manuel Colon



www.hotlandscape.com

CONTRACT

(Including Proposal, Attachment "A", page 3 of Contract, and Monthly Service Breakdown)

1) The proposal constitutes a part of this contract by and between the HEART OF TEXAS LANDSCAPE & IRRIGATION CO, INC herein after referred to as the "Contractor," and the "Client" City of Killeen, TX

2) The services specified in this contract will be completed in a workmanlike manner as near to the scheduled day as possible. However, the Contractor shall not be responsible or liable for, nor shall this contract be voided by interruptions and delays caused by Acts of God, bad weather, strikes, lockouts, or any other event beyond the control of the Contractor. This does not relieve the Contractor of resuming the services as soon as conditions permit, nor does it relieve the Client of prompt payment of the regular monthly installments as billed.

3) The Contractor hereby agrees to provide workers compensation insurance, unemployment compensation and any other insurance required by law, as well as general liability and property damage coverage. The Contractor hereby also hereby agrees to collect and pay promptly all employees withholding and FICA taxes and hold the Client harmless in this matter when all due payments due to the Contractor have been made. The Contractor hereby agrees to use all products utilized providing the services called for in this contract in accordance with labeled instructions. The Contractor does not in any way warrant the fitness of the goods supplied under this contract and expressly disclaims all express or implied warranties of merchantability or fitness of any good or service supplied under this contract

4) The Client agrees to pay the Contractor at its address in Bell County, Texas such amount as is due and owing under the terms of this contract **within (NET 30) days** of the billing date. Acceptable forms of payment include cash, checks, money orders, debit cards, and credit cards (a credit card convenience fee will be applied). **STARTING JULY 1ST 2019 – If paying by credit card a 3% convenience fee will be added to the total payment due. If paying by check or cash this convenience fee will not apply.** A payment not postmarked by the due date will be considered late and a payment not received before the next billing date will incur service and finance charges at the rate of 1.5% per month (18% annually), or at the maximum rate allowed by law. Notwithstanding the foregoing, the Client also agrees that should any payment not be made before the next billing date the Contractor may at his option declare this contract terminated without further notice, cease all services and immediately invoice for work actually done. Failure to exercise said option at any given time does not void this contract nor does it prevent the Contractor from doing so at a later date. _____ REPRESENTATIVE INITIALS

5) This contract shall continue on an annual basis and will renew unless canceled on 30 day written notice along with payment for work actually done. **This contract is susceptible to an annual increase.** _____ REPRESENTATIVE INITIALS

6) If the Client wishes to cancel this contract within the initial 12 months, they may do so by submitting a 30 day written cancelation letter and paying for remaining service visits on the contract. This can be calculated by dividing the annual service fee (tax included) by the annual service visit count stated on the contract.

7) Both "per trip" and "equal installment" billings will be dated the 1st day of each month of the contract period and are due and payable by or before the 1st of the month. The amount of "per trip" billing is determined by division of the annual cost by the number of trips annually. This monthly charge is determined by the number of trips made during the month of billing. The amount of "equal installments" billing is determined by division of the annual cost by twelve.

8) If it is necessary for the Contractor to place this contract in the hands of attorney for the purpose of collecting any amount past due and owing under the contract, the Client agrees to pay Contractor's reasonable attorney's fees, expenses and costs.

ACCEPTANCE DATE: _____

OWNER/REPRESENTATIVE

Manuel Colon
HEART OF TEXAS LANDSCAPE & IRRIGATION CO, INC.



www.hotlandscape.com

P.O. Box 1236
Belton, Texas 76513-1236

www.hotlandscape.com

Fax: 254-939-2629
Phone: 254-939-6795

MONTHLY SERVICE BREAKDOWN

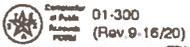
Service	JAN	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEP	OCT	NOV	DEC	Total
Mow	0	0	0	0	0	0	0	0	0	0	0	0	0
Weedeat	0	0	0	0	0	0	0	0	0	0	0	0	0
Edging	0	0	0	0	0	0	0	0	0	0	0	0	0
Blowing	0	0	0	0	0	0	0	0	0	0	0	0	0
Shrub Trimming	AS NEEDED												0
Tree Trimming													0
Leaf Pickup													0
Fertilizer													0
Pre-emergent													0
Irrigation Check													0
Rye Overseed													0
Perennial Cutbacks													0

_____ REPRESENTATIVE INITIALS ACKNOWLEDGING SERVICE BREAKDOWN

List of additional services offered outside of the contract:

- Post-emergent Herbicides (turf and bed weed treatment)
- Tree trimming - over 8'
- Insecticide/Fungicide
- Aerification
- Top-dressing
- Fire ant treatment/bait
- Mulch
- Seasonal Color
- Rye Grass

Manuel Colon



TEXAS SALES AND USE TAX PERMIT

This permit is not transferable, and this side must be prominently displayed in your place of business.

Retailers: A seller may NOT accept a copy of this permit in lieu of a properly completed exemption or resale certificate. A certificate is necessary to document why tax is not collected on a sale.

You must obtain a new permit if there is a change of ownership, location, or business location name.

TAXPAYER NAME, BUSINESS LOCATION NAME, and PHYSICAL LOCATION

HEART OF TEXAS LANDSCAPE & IRRIGATION CO., INC.

**HEART OF TEXAS LANDSCAPE & IRRIGATION CO., INC.
6363 FM 439
BELTON TX 76513-4716
BELL COUNTY**

NAICS: 561730 Landscaping Services

WE SHOW THIS BUSINESS IN THE FOLLOWING LOCAL SALES TAX AUTHORITIES:

COUNTY: BELL

EFF: 11/01/2020

Type of permit	SALES AND USE TAX
Taxpayer number	3-20008-0636-7
Location number	00002
First business date of location	11/01/2020

Glenn Hegar
Glenn Hegar
Comptroller of Public Accounts

TEXAS DEPARTMENT OF AGRICULTURE

COMMISSIONER SID MILLER

P. O. BOX 12847 AUSTIN, TX 78711-2847

(877) LIC-AGRI (877-542-2474)

For the hearing impaired: (800) 735-2989 TDD (800) 735-2988 VOICE

www.tda.state.tx.us



NURSERY/FLOREAL CERTIFICATE OF REGISTRATION

This is to certify that the person listed below is licensed to sell nursery/floral products at the indicated location in accordance with Texas Agriculture Code Chapter 71.

HEART OF TEXAS LANDSCAPE AND IRRIGATION CO INC
6363 FM 439
BELTON TX 76513

Client Name: HEART OF TEXAS LANDSCAPE AND IRRIGATION CO
TDA Client No: 00390206

CERTIFICATE NO: 0757006

CERTIFICATE TYPE: NURSERY FLORAL CLASS 2

Effective Date: March 31, 2021

Expiration Date: March 31, 2022

MUST BE POSTED IN A CONSPICUOUS LOCATION

THIS CERTIFICATE IS NON-TRANSFERABLE

TEXAS DEPARTMENT OF AGRICULTURE

COMMISSIONER SID MILLER

P. O. BOX 12847 AUSTIN, TEXAS 78711-2847

(877) LIC-AGRI (877-542-2474)

For the hearing impaired: (800) 735-2989 TDD (800) 735-2988 VOICE

www.TexasAgriculture.gov



COMMERCIAL PESTICIDE APPLICATOR LICENSE

This is to certify that the person whose name appears below has met the requirements of Texas Agriculture Code Chapter 76, relating to application of restricted-use or state-limited-use pesticides or regulated herbicides. This license is issued for purchase and application of restricted-use or state-limited-use pesticides or regulated herbicides to be used according to label directions consistent with the use categories listed below.

DUSTIN FINCH
PO BOX 1236
BELTON TX 76513

License No:
Effective Date:
Expires:
Categories:

0587695
January 31, 2022
January 31, 2023



TEXAS DEPARTMENT OF AGRICULTURE
COMMISSIONER SID MILLER
P. O. BOX 12847 AUSTIN, TEXAS 78711-2847
(877) LIC-AGRI (877-542-2474)



For the hearing impaired: (800) 735-2989 TDD (800) 735-2988 VOICE
www.TexasAgriculture.gov

COMMERCIAL PESTICIDE APPLICATOR LICENSE

This is to certify that the person whose name appears below has met the requirements of Texas Agriculture Code Chapter 76, relating to application of restricted-use or state-limited-use pesticides or regulated herbicides. This license is issued for purchase and application of restricted-use or state-limited-use pesticides or regulated herbicides to be used according to label directions consistent with the use categories listed below.

BENJAMIN PAMPLIN
6363 FM 439
BELTON TX 76513

License No: 0729702
Effective Date: December 31, 2021
Expires: December 31, 2022
Categories:



3A

TEXAS DEPARTMENT OF AGRICULTURE
COMMISSIONER SID MILLER
P. O. BOX 12847 AUSTIN, TEXAS 78711-2847
(877) LIC-AGRI (877-542-2474)



For the hearing impaired: (800) 735-2989 TDD (800) 735-2988 VOICE
www.TexasAgriculture.gov

COMMERCIAL PESTICIDE APPLICATOR LICENSE

This is to certify that the person whose name appears below has met the requirements of Texas Agriculture Code Chapter 76, relating to application of restricted-use or state-limited-use pesticides or regulated herbicides. This license is issued for purchase and application of restricted-use or state-limited-use pesticides or regulated herbicides to be used according to label directions consistent with the use categories listed below.

JARROD HOUSTON
PO BOX 1236
BELTON TX 76513

License No: 0729698
Effective Date: December 31, 2021
Expires: December 31, 2022
Categories:



3A

TEXAS DEPARTMENT OF AGRICULTURE
COMMISSIONER SID MILLER
P. O. BOX 12847 AUSTIN, TEXAS 78711-2847
(877) LIC-AGRI (877-542-2474)



For the hearing impaired: (800) 735-2989 TDD (800) 735-2988 VOICE
www.TexasAgriculture.gov

COMMERCIAL PESTICIDE APPLICATOR LICENSE

This is to certify that the person whose name appears below has met the requirements of Texas Agriculture Code Chapter 76, relating to application of restricted-use or state-limited-use pesticides or regulated herbicides. This license is issued for purchase and application of restricted-use or state-limited-use pesticides or regulated herbicides to be used according to label directions consistent with the use categories listed below.

JIMMY BAKER
PO BOX 1236
BELTON TX 76513

License No: 0729701
Effective Date: December 31, 2021
Expires: December 31, 2022
Categories:



3A

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

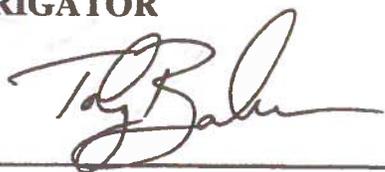
Be it known that

CHRISTOPHER L ARMOUR

has fulfilled the requirements in accordance with the laws of the State of Texas for

LICENSED IRRIGATOR

*License Number: LI0018972
Issue Date: 01/23/2020
Expiration Date: 12/31/2022*



*Executive Director
Texas Commission on Environmental Quality*

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

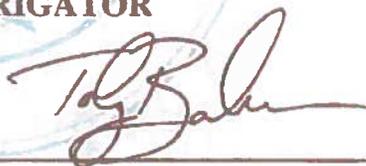
Be it known that

JIMMY J BAKER

has fulfilled the requirements in accordance with the laws of the State of Texas for

LICENSED IRRIGATOR

*License Number: LI0021375
Issue Date: 03/27/2020
Expiration Date: 05/31/2023*



*Executive Director
Texas Commission on Environmental Quality*

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

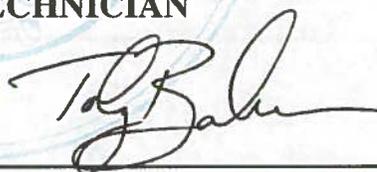
Be it known that

ADOLFO RODRIGUEZ

has fulfilled the requirements in accordance with the laws of the State of Texas for

IRRIGATION TECHNICIAN

*License Number: IT0001244
Issue Date: 02/03/2022
Expiration Date: 02/28/2025*



*Executive Director
Texas Commission on Environmental Quality*

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

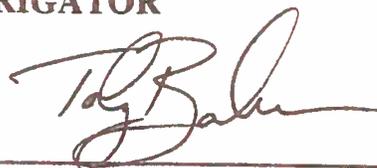
Be it known that

ERIC S ARCHER

has fulfilled the requirements in accordance with the laws of the State of Texas for

LICENSED IRRIGATOR

*License Number: LI0021852
Issue Date: 02/09/2021
Expiration Date: 03/31/2024*



*Executive Director
Texas Commission on Environmental Quality*

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

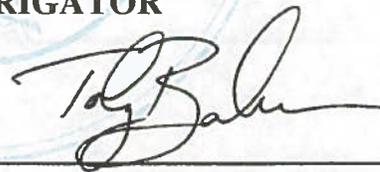
Be it known that

BENJAMIN E PAMPLIN

has fulfilled the requirements in accordance with the laws of the State of Texas for

LICENSED IRRIGATOR

License Number: LI0022184
Issue Date: 09/17/2021
Expiration Date: 10/31/2024



Executive Director
Texas Commission on Environmental Quality

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

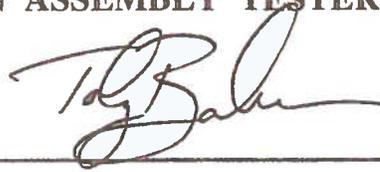
Be it known that

ADOLFO RODRIGUEZ

has fulfilled the requirements in accordance with the laws of the State of Texas for

BACKFLOW PREVENTION ASSEMBLY TESTER

License Number: BP0018446
Issue Date: 07/14/2021
Expiration Date: 08/13/2024



Executive Director
Texas Commission on Environmental Quality

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

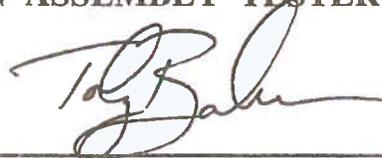
Be it known that

CHRISTOPHER L ARMOUR

has fulfilled the requirements in accordance with the laws of the State of Texas for

BACKFLOW PREVENTION ASSEMBLY TESTER

License Number: **BP0012057**
Issue Date: **05/14/2021**
Expiration Date: **04/27/2024**



Executive Director
Texas Commission on Environmental Quality

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

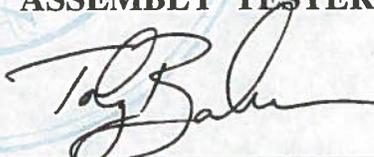
Be it known that

ERIC S ARCHER

has fulfilled the requirements in accordance with the laws of the State of Texas for

BACKFLOW PREVENTION ASSEMBLY TESTER

License Number: **BP0016918**
Issue Date: **09/28/2021**
Expiration Date: **11/16/2024**



Executive Director
Texas Commission on Environmental Quality

THE TEXAS TURFGRASS ASSOCIATION BOARD OF
CERTIFICATION HAS CONFERRED ON

Dustin Finch

THE DESIGNATION OF

Certified Professional Turfgrass Manager

*In Recognition of Successful Completion of the Requirements for Certification and Demonstration
of a High Level of Competency, Expertise and Proficiency in Turfgrass Management*

In Witness Whereof, This Certificate Duly Signed Has Been Issued And Seal of Certification Affixed

This 27th day of July, 2015



[Signature]

President

[Signature]

Executive Director

[Signature]

Certification Board Chair

15-236



Ben Pamplin
595

The above named is hereby recognized as a
Texas Certified Landscape Professional
having fulfilled the requirements of the Certification Committee of the
Texas Nursery & Landscape Association

CHAIRMAN

TNLA Certification Committee

PRESIDENT/CEO

Texas Nursey & Landscape Association

Valid Through

June 30, 2023



Ben Pamplin
105

The above named is hereby recognized as a
Texas Certified Water Smart Professional
 having fulfilled the requirements of the Certification Committee of the
 Texas Nursery & Landscape Association

CHAIRMAN
TNLA Certification Committee

PRESIDENT/CEO
Texas Nursey & Landscape Association

Valid Through
June 30, 2023



215 West Bandera Road
Suite 114, Box 455
Boerne, Texas 78006
www.GaugeTest.com
1-800-638-6232

GAUGE CERTIFICATION REPORT

COMPANY: Heart of Texas Landscape & Irrigation
ADDRESS: 6363 FM 439
CITY: Belton STATE: TX ZIP: 76513
COMPANY PHONE: (254) 939-6795

The results of the differential pressure gauge test are indicated below and evaluated the operating performance scale. The pass/fail of the gauge is based upon +/- 0.2 psid descending accuracy. Gauges found to be out of calibration, as established by national, state and/or local regulations, must be recalibrated by a certified gauge service company.

ACCURACY RESULTS

<u>Gauge Scale</u>	<u>Accuracy</u>	<u>Pass/Fail</u>
"7" PSID	<u>7.2</u>	<u>P</u>
"5" PSID	<u>5.1</u>	<u>P</u>
"3" PSID	<u>3.1</u>	<u>P</u>
"2" PSID	<u>2.0</u>	<u>P</u>
"1" PSID	<u>1.0</u>	<u>P</u>
"0" PSID	<u>0.0</u>	<u>P</u>

Gauge Mfg: Bac-Flo Unl Model Number: BAC-FLO-5
Gauge Serial Number: 07150060 Pass/Fail: PASS

This test result indicated for the above referenced gauge ~~does~~ does not meet the operating performance of +/- 0.2 psid accuracy and has passed a pressure verification test. All test instruments used to verify correct calibration of this test kit conform to ASME B40.1 and are traceable to N.I.S.T.

Date Certified: April 15, 2021 Certified by: Joy Baird

(210) 698-0411

www.GaugeTest.com

1-800-638-6232



Indera Road
Box 455
75 78006
Test.com
-0411

GAUGE CERTIFICATION REPORT

COMPANY: Heart of Texas Landscape & Irrigation

ADDRESS: 6363 FM 439

CITY: Belton STATE: TX ZIP: 76513

COMPANY PHONE: (254) 939-6795

The results of the differential pressure gauge test are indicated below and evaluated the operating performance scale. The pass/fail of the gauge is based upon +/- 0.2 psid descending accuracy. Gauges found to be out of calibration, as established by national, state and/or local regulations, must be re-calibrated by a certified gauge service company.

ACCURACY RESULTS

<u>Gauge Scale</u>	<u>Accuracy</u>	<u>Pass/Fail</u>
"7" PSID	<u>6.8</u>	<u>P</u>
"5" PSID	<u>5.0</u>	<u>P</u>
"3" PSID	<u>3.0</u>	<u>P</u>
"2" PSID	<u>2.1</u>	<u>P</u>
"1" PSID	<u>1.1</u>	<u>P</u>
"0" PSID	<u>0.0</u>	<u>P</u>

Gauge Mfg: Bac-Flo Uni Model Number: BAC-FLO-5

Gauge Serial Number: 12190313 Pass/Fail: PASS

This test result indicated for the above referenced gauge ~~does - does not~~ meet the operating performance +/- 0.2 psid accuracy and has passed a pressure verification test. All test instruments used to verify correct calibration of this test kit conform to ASME B40.1 and are traceable to N.I.S.T.

Date Certified: Aug 18, 2021 Certified by: [Signature]

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 ONLY CERTIFICATION OF FILING

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

Certificate Number:
2022-854655

Heart of Texas Landscape & Irrigation Co., Inc.
Belton, TX United States

Date Filed:
02/25/2022

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, TX

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

RFP 22-12
landscape services

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

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is Christine Pickett, and my date of birth is 3-13-1956.

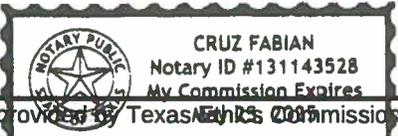
My address is 1514 South 45th Street, Temple, Tx, 76504, Bell.
(street) (city) (state) (zip code) (country)

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

Executed in Bell County, State of Texas, on the 25th day of March, 2022.
(month) (year)

X Crux Fabian

Christine Pickett
Signature of authorized agent of contracting business entity (Declarant)



APPENDIX "I"

MAIN PROJECT

	Properties	Address	Acreage	Cost
1	Animal Services	3118 Commerce Dr	1.83	\$4,743.38
2	City Hall	101 N College St	2.64	\$19,238.13
3	Code Enforcement Offices	100 E Avenue C	0.46	\$2,294.03
4	Copper Mountain Library	3000 S WS Young Dr	1.39	\$9,662.25
5	Downtown Police	402 N 2nd St	2.09	\$7,962.75
6	Family Aquatics Center	1800 E Stan Schlueter Loop	6.33	\$21,701.75
7	Family Recreation	1700 E Stan Schlueter Loop	6.36	\$26,792.50
8	Information Technology	101 E Avenue D	0.38	\$933.50
9	Killeen Arts and Activities	801 N 4th St, Bldg B	3.90	\$26,268.00
10	Killeen Civic and Conference	3601 S WS Young Dr	20.74	\$43,180.00
11	Rosa Hereford Killeen	2201 E Veterans Memorial Blvd	7.63	\$24,519.50
12	Main Library	205 E Church Ave	1.74	\$9,786.78
13	Old Organized Crime	1523 Stonetree Dr	1.26	\$5,375.50
14	PD Headquarters	3304 Community Blvd	16.64	\$38,899.50
15	Santa Fe Plaza	301-399 Santa Fe Plaza Dr	8.06	\$11,963.50
16	Skyline	Street median on W Mary Jane	0.06	\$2,150.95
17	Special Events Center	3301 S WS Young Dr	6.55	\$5,788.00
18	Utility Collections	210 W Avenue C	1.96	\$3,457.13
19	Public Works:	3201-A S WS Young Dr	17.00	\$26,064.25
		TOTAL	107.02	\$290,781.40

ADD ALTERNATE 1

	Properties	Address	Acreage	Cost
20	Central Fire Station	201 N. 28th St.	5.45	\$13,232.50
21	Fire Training Academy	207 N. 28th St.	1.42	\$5,755.00
22	Fire Station #1	3800 Westcliff Rd.	5.22	\$13,293.40
23	Fire Station #3	700 N. Twin Creek Dr.	1.00	\$4,791.00
24	Fire Station #5	905 W Jasper Dr	0.65	\$2,168.50
25	Fire Station #6	2001 E. Elms Rd.	2.26	\$3,691.15
26	Fire Station #7	3701 Watercrest Rd.	1.53	\$7,830.15
27	Fire Station #8	7252 E. Trimmier Rd.	2.96	\$10,470.75
28	Fire Station #9	5400 Bunny Trail	2.88	\$13,599.48
		TOTAL	23.37	\$74,831.93

ADD ALTERNATE 2

	Properties	Address	Acreage	Cost
29	Police Department Shooting	12200 TX-195	15.19	\$11,549.00
		TOTAL	15.19	\$11,549.00

GRAND TOTAL

145.58 \$377,162.33

* Manuel Colón

Final Evaluation Matrix								
RFP 22-12 Landscape Services								
Directions: Final Scores below are a total possible points of 600 with an overall average score.								
Vendors:		Amazing Lawncare Services, LLC	GLC Lawn Care LLC	Heart of Texas Landscape & Irrigation	Incirle Management Inc	Maldonado Nursery & Landscaping	The Lawn Dude, LLC	TNK Services, LLC
Category	Possible Points							
Evaluator 1	100	0	70	100	65	95	50	50
Evaluator 2	100	73	92	97	40	92	75	80
Evaluator 3	100	57	60	95	67	85	54	52
Evaluator 4	100	43	88	95	50	75	58	60
Evaluator 5	100	35	50	75	45	55	20	45
Evaluator 6	100	65	85	95	82	87	55	76
Total Score:	600	273	445	557	349	489	312	363
Average:	100	46	74	93	58	82	52	61



Proposal Date:
4/6/2022

www.hotlandscape.com

City of Killeen

PROPOSAL

This proposal is based on 42 trips per year on the following schedule:

January	<u>2</u>	May	<u>4</u>	September	<u>4</u>
February	<u>2</u>	June	<u>5</u>	October	<u>4</u>
March	<u>5</u>	July	<u>4</u>	November	<u>2</u>
April	<u>4</u>	August	<u>4</u>	December	<u>2</u>

Each trip will include these services in the primary areas as applicable to your property: (1) Pick up litter on areas to be mowed; (2) Mow primary lawn areas (3) Edge and weed eat all walks, curbs, and drives; may be chemically treated where not unsightly; and (4) blow or otherwise clean up debris caused by our work.

Periodic maintenance during the annual contract term will include the services and frequencies indicated:

Fertilize primary lawn area. Spring & Fall (2X) with materials formulated for best turf development

Mow grass areas designated by client, 42 times.

Shear shrubs and ground cover as needed.

Weed and edge beds

Addendum Attachment "A" attached.

Irrigation Check - Monthly

Winter Rye Grass

All additional services out of contract will be performed with an approved estimate

Annual Price: \$210,000.00 No Tax

Monthly Price: \$17,500.00 No Tax

*** _____ REPRESENTATIVE INITIALS ACKNOWLEDGING PRICE

Thanks again for your consideration. Please feel free to call if you need further information or desire a revision in this proposal. If you wish to institute the program as proposed, please carefully read the terms and indicate your acceptance by your signature.

DATE

DATE

OWNER/REPRESENTATIVE

Manuel Colon

HEART OF TEXAS LANDSCAPE & IRRIGATION CO., INC.



www.hotlandscape.com

ATTACHMENT "A"

Other services included in contract or available upon request:

We practice Integrated Pest Management.

Other than fertilizer/pre-emergent herbicides, we only treat the pest as the pest becomes prevalent

- 1) Turf is fertilized in the spring with a slow release sulfur coated urea fertilizer with iron, sulfur & zinc trace elements. A winterize is applied in early fall.
- 2) Shrubs and trees are fertilized in the spring if fertilizer is included in the contract. (see page 1)
- 3) Post emergent herbicides in turf is included for class A Turf
- 4) Disease or insects on turf, shrubs, or trees will treated as part of Integrated pest management
- 5) Mistletoe removal or treatment is not included.
- 6) Sucker removal and crape myrtle pods that can be reached from the ground, up to eight feet, are part of shrub trimmings.
- 7) Fall leaf removal will occur when majority of trees have dropped. Oak leaf removal in late February-early March when the majority of trees have dropped.
- 8) Fire ant baits control using Fipronil will be applied to Class A areas.
- 9) Tree trimming will be complete following City of Killeen schedual.
- 10) Tree trimming up to eight feet is included in the contract. Any tree trimming over eight feet will be upon request for an additional charge.
- 11) Perennial cut backs will be performed in Winter after the first freeze. Roses will be cut back after Valentine's Day.

Your signature below indicates that you have read the information and have understood the scope of services to be provided by Heart of Texas:

DATE

DATE

OWNER/REPRESENTATIVE

Manuel Colon

HEART OF TEXAS LANDSCAPE & IRRIGATION



www.hotlandscape.com

P.O. Box 1236
Belton, Texas 76513-1236

www.hotlandscape.com

Fax: 254-939-2629
Phone: 254-939-6795

MONTHLY SERVICE BREAKDOWN

Service	JAN	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEP	OCT	NOV	DEC	Total
Mow	2	2	5	4	4	5	4	4	4	4	2	2	42
Weedeat	2	2	5	4	4	5	4	4	4	4	2	2	42
Edging	2	2	5	4	4	5	4	4	4	4	2	2	42
Blowing	2	2	5	4	4	5	4	4	4	4	2	2	42
Shrub Trimming	AS NEEDED												0
Tree Trimming	1												1
Leaf Pickup	1												1
Fertilizer			1							1			2
Pre-emergent			1							1			2
Irrigation Check			1			1			1			1	4
Rye Overseed													0
Perennial Cutbacks	1												1

_____ REPRESENTATIVE INITIALS ACKNOWLEDGING SERVICE BREAKDOWN

List of additional services offered outside of the contract:

- Post-emergent Herbicides (turf and bed weed treatment)
- Tree trimming - over 8'
- Insecticide/Fungicide
- Aerification
- Top-dressing
- Fire ant treatment/bait
- Rye Grass

**CITY OF KILLEEN
MAIN PROJECT**

	Properties	Address	Acreage	Cost	Irrigation parts
2	City Hall	101 N College St	2.64	\$18,860.07	\$324.27
3	Code Enforcement Offices	100 E Avenue C	0.46	\$2,294.03	
4	Copper Mountain Library	3000 S WS Young Dr	1.39	\$9,284.22	\$100.00
5	Downtown Police	402 N 2nd St	2.09	\$7,584.72	\$100.00
8	Information Technology	101 E Avenue D	0.38	\$933.50	
9	Killeen Arts and Activities	801 N 4th St, Bldg B	3.90	\$25,889.97	\$500.00
10	Killeen Civic and Conference	3601 S WS Young Dr	20.74	\$42,801.97	\$850.00
12	Main Library	205 E Church Ave	1.74	\$9,408.75	\$100.00
13	Old Organized Crime	1523 Stonetree Dr	1.26	\$5,375.50	
14	PD Headquarters	3304 Community Blvd	16.64	\$38,521.47	\$750.00
15	Santa Fe Plaza	301-399 Santa Fe Plaza Dr	8.06	\$11,963.50	
16	Skyline	Street median on W Mary Jane Dr,	0.06	\$2,150.95	
17	Special Events Center	3301 S WS Young Dr	6.55	\$5,788.00	
18	Utility Collections	210 W Avenue C	1.96	\$3,457.13	
19	Public Works:	3201-A S WS Young Dr	17.00	\$25,686.22	\$300.00
TOTAL			84.87	\$210,000.00	\$3,024.27

The following services will be included:

Mowing, edging, weed eat, blowing and trash pick up from jobsite.

Mulch

Granite

Fertilizer Spring / Fall

Turf Herbicide

Shrub / Tree Care (up to 8ft)

Shrub / Tree Replacement

Ant poison

Weed control (beds, curbs, gravel)

*The new pricing will include quarterly irrigation checks(4) a year,including system winterization by the end of November and a maximun budget of \$3,024.27 for parts / repairs in total. Any repair / parts estimate that exceeds the previous amount will be responsibility of the City of Killeen.

GRAND TOTAL

84.87

\$210,000.00



Contract Verification

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

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

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

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

Christine Pickett
Signature

Christine Pickett
Printed Name

6-10-2022
Date

HEART OF TEXAS

Landscape & Irrigation Co., Inc.
P.O. Box 1236
Belton, Texas 76513

CFO
Company Name

Title

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 ONLY CERTIFICATION OF FILING

Certificate Number:
2022-898315

Date Filed:
06/13/2022

Date Acknowledged:

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

Heart of Texas Landscape & Irrigation Co., Inc.
Belton, TX United States

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

City of Killeen, TX

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

RFP 2212
landscape services

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

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

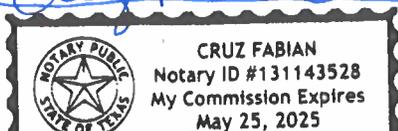
My name is Christine Pickett, and my date of birth is 3-13-1956.

My address is 1514 South 45th Street, Temple, Tx, 76504, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Bell County, State of Texas, on the 13th day of June, 2022.
(month) (year)

X Crux Fabian



Crux Fabian (CEO)
Signature of authorized agent of contracting business entity
(Declarant)



LANDSCAPE SERVICES

RS-22-084

June 21, 2022

239

Bid details

2

- ❑ RS advertised RFP 22-12 for Landscape Services on February 13th and February 20th, 2022
- ❑ RFP was due to Purchasing: March 3, 2022
- ❑ We received responses from seven (7) Landscape Service Providers
- ❑ Recreation Services along with Purchasing evaluated each bid's conformance with the bid information and instructions
- ❑ Staff recommends Heart of Texas Landscape & irrigation

Rating

3

Rating Scale

Cost of Services	Maximum 30 points
Capacity to Deliver Services	Maximum 30 points
Experience & Qualifications	Maximum 30 points
References	Maximum 10 points
Total Maximum	100

Rating

4

- Recreation Services received responses from two (7) companies
 - Heart of Texas Landscape & Irrigation Co., Inc.
 - Maldonado Nursery & Landscaping
 - GLC Lawn Care, LLC
 - TNK Services, LLC
 - Incircle Management
 - The Lawn Dude, LLC
 - Amazing Lawncare Service, LLC
- Staff recommends Heart of Texas Landscape & Irrigation Co., Inc. as the most advantageous to the City of Killeen based upon the evaluation process as seen in the chart below.

Contract

5

- ❑ RS is seeking to enter into a contract with Heart of Texas Landscape & irrigation Co., in the amount of \$210,000.00 for the year
- ❑ The term of the agreement will be for an initial one (1) year term, with up to four (4) additional one (1) year renewal terms
- ❑ Any price increase when renewing the agreement must be submitted to the RS department one hundred and twenty (120) days prior to renewal

Alternatives

6

- Option 1 – Not accept any of the bids and continue to seek qualified landscapers
- Option 2 – Approve the bid from Heart of Texas Landscape & Irrigation Co., Inc.

Recommendation

7

- Recreation Services staff recommends City Council award bid 22-12, Landscape Services to Heart of Texas Landscape & Irrigation Co., Inc. authorizing a one (1) year contract.



City of Killeen

Staff Report

File Number: RS-22-085

1	City Council Workshop	06/21/2022	Reviewed and Referred	City Council	06/28/2022
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Consider a memorandum/resolution authorizing the purchase of a replacement playscape at Stewart Park from Heartland Play in the amount of \$292,670.

DATE: June 21, 2022
TO: Kent Cagle, City Manager
FROM: Joseph Brown, Executive Director of Recreation Services
SUBJECT: Stewart Park Playscape

BACKGROUND AND FINDINGS:

Recreation Services (RS) is seeking to replace the playscape at Stewart Park. The previous playscape was installed 28 years ago in 1994 and is in terrible condition with graffiti and safety concerns throughout. As a result, RS staff removed the play structure from Stewart Park. Stewart Park is classified as a neighborhood park of 9.4 acres. Best management practices recommend replacement or updating playgrounds every 8-10 years after its original installation date. Stewart Park is a neighborhood park that has very limited park usability today. Replacing the previous playscape will increase user value to the community it serves. There are several park amenities that we plan to renovate, replace and/or add using designated ARPA funds aimed at reactivating Stewart Park. The recommendation to replace this playground aligns and is consistent with our Parks Master Plan, with a goal to re-activate the park.

RS has received a quote from Heartland Play in the amount of \$292,670 for two (2) play units. One play unit is for children ages 5 - 12 and the smaller unit is for children 2-5 years old. The quote includes two (2) cantilever shades, two (2) SED shades, hooded trash receptacle, pour and play surface and installation. Once purchased, delivery time is 12 weeks with a 4-6 week build time. Upon ordering the playground, we expect to conduct a ribbon cutting on November 15, 2022.

THE ALTERNATIVES CONSIDERED:

Option 1 - Do not approve the purchase and installation of the replacement playscape for Stewart Park

Option 2 - Approve the purchase and installation of the replacement playscape for Stewart Park

Which alternative is recommended? Why?

Recreation Services staff recommends City Council approve the purchase and installation of the playscapes for Stewart Park from Heartland Play. Funds were approved and available this fiscal year, from the approved FY22 ARPA funds. The purchase will include all labor and supplies, site staking and layout, installation of rebar, repair of existing expansion joints, concrete ledges, steps, pipe coping edgings, rails, park sealing and fine grading.

CONFORMITY TO CITY POLICY:

Heartland Play is a member of the Texas BuyBoard Purchasing Cooperative Contract #592-19. Purchases made through a cooperative contract satisfy the state competitive bidding requirements as stated in Texas Local Government Code section 271.102, subchapter F; a local government that purchases goods or services under this subchapter satisfies any state law requiring the local government to seek competitive bids for the purchase of the goods or services.

FINANCIAL IMPACT:

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

Expenditure in FY 2022 would be \$292,670.

Is this a one-time or recurring expenditure?

One-time expenditure of \$292,670.

Is this expenditure budgeted?

Yes, funds are available in the Governmental CIP Fund in account 349-8930-493.69-03, ARPA13 project.

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:

Recreation Services staff recommends City Council approve the purchase of the new playscape at Stewart Park from Heartland Play in the amount of \$292,670 in FY22 and that the City Manager or designee be authorized to execute any change orders as permitted by state and local law.

DEPARTMENTAL CLEARANCES:

Legal
Purchasing
Finance

ATTACHED SUPPORTING DOCUMENTS:

Quote
Contract Verification Form
Certificate of Interested Parties

HEARTLAND

Park & Recreation, LLC



www.HeartlandPlay.com

Date: March 16, 2022
 Bill To: _____
 City of Killeen (815-149988A)
 P.O. Box 1329
 Kioleen, TX 76540

Ship to:
 Conder Park
 810 Conder Street
 Killeen, TX 76541

Jana Champagne
 214.850.7664
Jana@heartlandplay.com
www.heartlandplay.com

HEART LAND PARK AND RECREATION, LLC
 P.O. Box 505 White Oak, Texas 75693-0505
 1.866.388.1365
Info@heartlandplay.com

Contact #1: Jana Champagne Phone: 214-850-7664 Email: jana@heartlandplay.com
 Contact #2: Joe Dyer Mobile: 254-501-6327 Email: jdyer@killeentexas.gov

Qty.	Item #	Description/Colors/Mounting/Etc...	Unit Price	Freight	Extended Amount
1		Big Country 5-12 w Denali Tower (In GRnd)	\$ 109,600.00	\$ 7,000.00	\$ 116,600.00
1		Moose Lodge 2-5 no canopys (Sm IG)	\$ 19,100.00		\$ 19,100.00
1		2 post Cantilever Shade 2-5 (22x20x12)	\$ 14,000.00	\$ 900.00	\$ 14,900.00
1		Install 2-5 shade	\$ 9,500.00	\$ -	\$ 9,500.00
2300		pip and sub base	\$ 23.25	\$ 1,750.00	\$ 55,225.00
575		concrete corner patios for benches both areas	\$ 8.00	\$ -	\$ 4,600.00
0			\$ -	\$ -	\$ -
1		2 post cantilever shade over 5-12 area	\$ 11,600.00	\$ -	\$ 11,600.00
1		install 5-12	\$ 8,300.00	\$ -	\$ 8,300.00
0			\$ -	\$ -	\$ -
0		Dumpster for haul off if needed	\$ -	\$ -	\$ -
2		8'benches 5-12 area (myT) SM	\$ 460.00	\$ 260.00	\$ 1,180.00
1		6' bench 2-5 area (myT) SM	\$ 450.00	\$ -	\$ 450.00
1		trash recept. W bonnet hood (myT)	\$ 482.00	\$ -	\$ 482.00
1		BuyBoard discount 592-19			\$ (13,000.00)
2		SED Shade	\$ 750.00		\$ 1,500.00
1		surcharge	\$ 23,233.00		\$ 23,233.00

50% deposit due (if applicable):	\$ 146,335.00	SUBTOTAL:	\$ 253,670.00
Purchase Order Number:		INSTALL:	\$39,000.00
		FREIGHT:	

Order Approved By (signature): _____
 Date: _____

Total	\$ 292,670.00
--------------	----------------------

Quote is valid until July 20, 2022 on all equipment and install. Quote is valid for 10 days on all freight. Quote excludes site preparation. The customer is responsible for locating all underground phone & utility lines 72 hours prior to the installation date by calling Dig Test at (800) 245-4545. By initialing, customer acknowledges that any damage done as a result of not locating these lines will be the customers liability. (Initial) _____

Without installation, customer is responsible for arranging for the off-loading of equipment & check-in. If during installation, large rocks or concrete are found additional costs for removal will occur. Additional expenses must be approved by both parties. All customers are required to pay local and state taxes. If a customer has tax exempt status, Heartland Playgrounds must retain a copy of 501(C)(3) or other proof of tax exempt status.

HEARTLAND

Park & Recreation, LLC

Project Name:

Shipping Address (if different than install address):

Notes (include all color requests, manufacturer information, delivery deadlines, etc):



Contract Verification

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

- Texas Government Code, Chapter 2271 – the company must verify that it does not boycott Israel and will not boycott Israel during the term of the contract. *Boycott Israel is defined in Government Code Chapter 808.*
- Texas Government Code, Chapter 2274 – the company must verify that it does not boycott energy companies and will not boycott energy companies during the term of the contract. *Boycott energy company is defined in Government Code Chapter 809.*
- Texas Government Code, Chapter 2274 – the company must verify that it does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association. Verification is not required from a sole source provider. *Discriminate, firearm entity and firearm trade association are defined in Government Code Chapter 2274.*

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

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



Signature

Sean Spencer

Printed Name

6/1/2022

Date

Heartland Park & Recreation

Company Name

Owner/General Manager

Title

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 ONLY CERTIFICATION OF FILING

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

Heartland Park and Recreation
 Longview, TX United States

Certificate Number:
 2022-898550

Date Filed:
 06/13/2022

Date Acknowledged:

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

City of Killeen, Texas

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

TBD
 Park and Recreation Construction

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Sean Spencer	Longview, Texas	✓	

5 Check only if there is NO Interested Party.

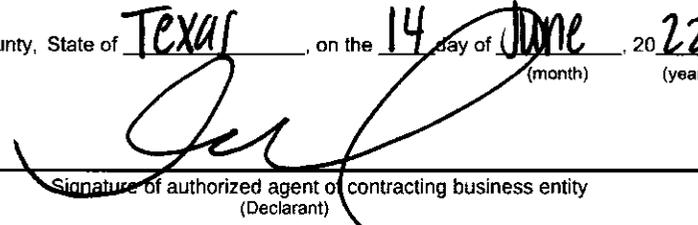
6 UNSWORN DECLARATION

My name is Sean Spencer, and my date of birth is 10/22/1977.

My address is 106 E. Gladiold, White Oak, TX, 75693, US.
(street) (city) (state) (zip code) (country)

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

Executed in Greg County, State of Texas, on the 14 day of June, 2022.
(month) (year)



 Signature of authorized agent of contracting business entity
(Declarant)



PLAYSCAPE REPLACEMENT AT STEWART PARK

RS-22-085

June 21, 2022

253

Background

2

- City Council has allocated \$600,000 of American Rescue Plan Act Funding towards Stewart Park
 - ▣ 9.4 acre neighborhood park
- Existing playscape was installed in 1994 and recently removed by staff due to safety concerns
 - ▣ Playground equipment should be updated every 8-10 years
- Heartland Play quoted \$293,470 for two (2) play units
 - ▣ Member of Tx Buyboard Purchasing Cooperative
 - ▣ Staff received several quotes from other playground vendors
- The recommendation to replace this playground aligns with the Parks Master Plan

Background

3



Legend

-  Killeen City Limits
-  Park Boundary
-  Streets

STEWART PARK

0 60 120 240 Feet

255

Date: 5/10/2022

Existing Playscape

4





5

Proposed Playscapes

Includes PIP surface, shade structures, benches, concrete corner patios, trash receptacle, and installation.

Large playscape for ages 5-12; small playscape for ages 2-5.

Alternatives

6

- The City Council has (2) alternatives:
 - Option 1 - Do not approve the purchase and installation of replacement playscapes for Stewart Park
 - Option 2 - Approve the purchase of replacement playscapes and installation for Stewart Park

Recommendation

7

Approve the purchase of the new playscape at Stewart Park from Heartland Play in the amount of \$293,470 in FY22 and that the City Manager or designee be authorized to execute any change orders as permitted by state and local law



City of Killeen

Staff Report

File Number: RS-22-086

1	City Council Workshop	06/21/2022	Reviewed and Referred	City Council	06/28/2022
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Consider a memorandum/resolution authorizing the purchase of replacement equipment for the Junior Service League Splash Pad in Long Branch Park from Heartland Play in the amount of \$143,738.75.

DATE: June 21, 2022
TO: Kent Cagle, City Manager
FROM: Joseph Brown, Executive Director of Recreation Services
SUBJECT: Junior Service League Splash Pad Renovation

BACKGROUND AND FINDINGS:

Recreation Services (RS) is seeking to resurface and replace broken and outdated features, to include placement of shade canopies at the Junior Service League Splash Pad that is located in Long Branch Park. The splash pad was originally funded between the Junior Service League and the City of Killeen in 2009. The standard life expectancy of splash pad elements is ten (10) years with a UV ray canopy protecting the elements. The splash pad is a free quality of life park amenity that is very popular and heavily used during the summer months. Replacing the broken and outdated features, to include adding designed shade canopies, will increase the user experience. This proposed project aligns with our adopted Parks Master Plan as we aim to reactivate this public gathering area within Long Branch Park.

RS has received quotes from various BuyBoard companies. Heartland Play was selected for a total cost of \$143,738.75. Heartland Play is a member of the Tx BuyBoard Purchasing Cooperative, which satisfies the state competitive bidding requirements. The quote includes resurfacing 4,100 square feet and replacing broken and outdated features with five (5) new features and includes installing three (3) cantilever shades. The purchase will include all labor, parts and site preparation. Once approved and ordered, we expect to conduct a ribbon cutting ceremony on October 4, 2022.

THE ALTERNATIVES CONSIDERED:

Option 1: Do not approve the purchase for replacement of broken and outdated features at the splash pad.

Option 2: Approve the purchase to replace broken and outdated features of the splash pad to include shade canopies at Long Branch Park.

Which alternative is recommended? Why?

Recreation Services staff recommends City Council approve the purchase to replace the broken and outdated features, to include shade canopies, of the Junior Service League Splash Pad at Long Branch Park. The current splash pad elements have lived their life cycle and are in need of replacement. This family gathering area has very limited shade and this project will add much needed shade throughout the gathering space. This renovation will ensure that the splash pad is

operational for the families who gather to utilize it during the summer months.

CONFORMITY TO CITY POLICY:

Heartland Play is a member of the Texas BuyBoard Purchasing Cooperative. Purchases made through a cooperative contract satisfy the state competitive bidding requirements as stated in Texas Local Government Code section 271.102, subchapter F; a local government that purchases goods or services under this subchapter satisfies any state law requiring the local government to seek competitive bids for the purchase of the goods or services.

FINANCIAL IMPACT:

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

Expenditure in FY 2022 would be \$143,738.75

Is this a one-time or recurring expenditure?

One-time expenditure of \$143,738.75.

Is this expenditure budgeted?

Yes, funds are available in the Governmental CIP Fund account 349-8930-493.69-03, ARPA10 project.

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:

RS staff recommends City Council approve the purchase of replacement equipment for the Junior Service League Splash Pad in Long Branch Park from Heartland Play in the amount of \$143,738.75 and that the City Manager or designee be authorized to execute any change orders as permitted by state and local law.

DEPARTMENTAL CLEARANCES:

Legal
Purchasing
Finance

ATTACHED SUPPORTING DOCUMENTS:

Quote

Certificate of Interested Parties

HEARTLAND

Park & Recreation, LLC



www.HeartlandPlay.com

Date: March 31, 2022
 Estimate For:
 City of Killeen Texas
 101 N. College, 76540

Sean Spencer - General Manager
 903-331-1634
sean@heartlandplay.com
www.heartlandplay.com

Ship to:
 Long Branch Park

HEARTLAND Park & Recreation Corporate Office
 P.O. Box 505 White Oak, Texas 75693-0505
 1.866.388.1365
Info@heartlandplay.com

Contact #1: Joseph Dyer Phone: 254.501.6327 Email: jdyer@killeentexas.gov
 Contact #2: _____ Phone: _____ Email: _____

Qty.	Item #	Description/Colors/Mounting/Etc...	Unit Price	Freight	Extended Amount
1	108901	FS Turtle	\$ 3,700.00	\$ 3,000.00	\$ 6,700.00
1	107991	FS Ogo	\$ 7,075.00		\$ 7,075.00
1	108195	FS Fish	\$ 2,845.00		\$ 2,845.00
1	108195	FS Sneaky Soaker 5	\$ 6,945.00		\$ 6,945.00
1	108869	FS Dolphin	\$ 3,880.00		\$ 3,880.00
1	Install	Activator Power Post	\$ 1,910.00		\$ 1,910.00
4100	SqFt	Pour-In-Place Cap Surfacing 50/50 Mix	\$ 11.00		\$ 45,100.00
1	SP	Sand Off Current Surfacing (Diamond Sander)	\$ 3,500.00		\$ 3,500.00
1	2030C	20'x30'x10' Entry Cantilever Shade	\$ 14,915.00	\$ 1,200.00	\$ 16,115.00
1	1530C	15'x30'x10' Entry Cantilever Shade	\$ 13,375.00		\$ 13,375.00
1	1225H	12'x25'x10' Entry Hip Shade	\$ 9,893.75		\$ 9,893.75
1	SED	Sealed Engineered Drawings for Permitting	\$ 2,000.00		\$ 2,000.00
400	SqFt	Concrete Under 12x25 Shade and to Connect	\$ 8.00		\$ 3,200.00
1	Install	Install for all Shades (3)	\$ 19,500.00		\$ 19,500.00
1	Install	Removal/Install for Splash Pad	\$ 9,000.00		\$ 9,000.00
1	BBD	BuyBoard Discount			\$ (7,300.00)
					\$ -

50% deposit due (if applicable): _____ Contract _____
 Purchase Order Number: _____

Subtotal \$ 143,738.75
Install
Tax \$ -
Total \$ 143,738.75

Order Approved By (signature): _____
 Date: _____

Quote is valid for 90 days on all equipment and install. Quote is valid for 10 days on all freight. Quote excludes site preparation. The customer is responsible for locating all underground phone & utility lines 72 hours prior to the installation date by calling Dig Test at (800) 245-4545. By initialing, customer acknowledges that any damage done as a result of not locating these lines will be the customers liability. (Initial) _____

Without installation, customer is responsible for arranging for the off-loading of equipment & check-in. If during installation, large rocks or concrete are found additional costs for removal will occur. Additional expenses must be approved by both parties. All customers are required to pay local and state taxes. If a customer has tax exempt status, Heartland Playgrounds must retain a copy of 501(C)(3) or other proof of tax exempt status.

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 ONLY CERTIFICATION OF FILING

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

Heartland Park and Recreation
 Longview, TX United States

Certificate Number:
 2022-898550

Date Filed:
 06/13/2022

Date Acknowledged:

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

City of Killeen, Texas

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

TBD
 Park and Recreation Construction

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Sean Spencer	Longview, Texas	✓	

5 Check only if there is NO Interested Party.

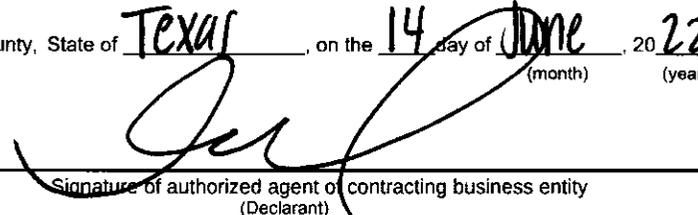
6 UNSWORN DECLARATION

My name is Sean Spencer, and my date of birth is 10/22/1977.

My address is 106 E. Gladiold, White Oak, TX, 75693, US.
(street) (city) (state) (zip code) (country)

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

Executed in Greg County, State of Texas, on the 14 day of June, 2022.
(month) (year)



 Signature of authorized agent of contracting business entity
(Declarant)



JUNIOR SERVICE LEAGUE SPLASH PAD RENOVATIONS

RS-22-086

June 21, 2022

266

Background

2

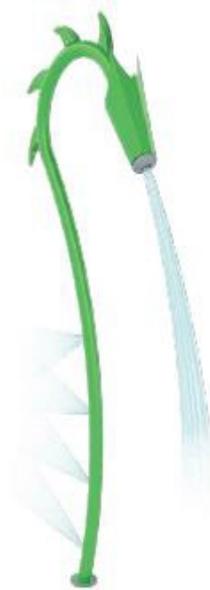
- City Council has allocated \$500,000 of American Rescue Plan Act Funding towards Long Branch Park
- Splash pad located in Long Branch Park was originally funded through a partnership with the Junior Service League in 2009
 - ▣ Standard life expectancy of splash pad elements is 10 years
- Proposed project includes resurfacing splash pad, replacing broken and outdated features, and adding shade structures
- Heartland Play quoted \$143,738.75, including parts, labor, and site preparation
 - ▣ Member of Tx Buyboard Purchasing Cooperative
 - ▣ Staff received several quotes from other vendors
- Proposed project aligns with the Parks Master Plan

Shade and Features

4



OGO
0010-7991



DOLPHIN
0010-8869

**PEEK
THROUGH THE
AQUALUME
SHAPE!**



Alternatives

5

- The City Council has (2) alternatives:
 - ▣ Option 1 – Do not approve the replacement of broken and outdated features at the splash pad
 - ▣ Option 2 – Approve the purchase to replace broken and outdated features at the splash pad within Long Branch Park

Recommendation

6

Approve the replacement of broken and outdated features at the Splash Pad at Long Branch Park from Heartland Play in the amount of \$143,738.75 in FY22 and that the City Manager or designee be authorized to execute any change orders as permitted by state and local law



City of Killeen

Staff Report

File Number: RS-22-087

1	City Council Workshop	06/21/2022	Reviewed and Referred	City Council	06/28/2022
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Consider a memorandum/resolution authorizing the procurement of audio-video equipment upgrades at the Utility Collections building from Rushworks in the amount of \$165,298.50.

DATE: June 21, 2022

TO: Kent Cagle, City Manager

FROM: Willie Resto, Executive Director of Information Technology

SUBJECT: Procurement of Audio-Video Equipment Upgrades at Utility Collections

BACKGROUND AND FINDINGS:

In fiscal year 2021, City Council approved the expansion of the audio video (AV) systems to support local cable channel broadcasting to include microphones replacements/expansion, session recording and teleconferencing features at the Utility Collections facility.

The Utility Collections Conference Room hosts various meetings on a regular basis. Some of these meetings include the Planning and Zoning Commission, joint workshops, and various large meetings. The audio-video (AV) system's life expectancy is surpassed and is now intermittently failing. The outdated system is built to support an analog signal which is no longer supported by digital and video service providers. Additionally, the system's current connectivity for peripheral equipment is outdated and needs to be updated to a modern, HDMI input configuration.

This new system will provide:

- improved quality of meeting broadcasts
- improved presentation of media to the viewing audience (in room and broadcast)
- on-screen pointing and labels
- a more user-friendly configuration for presentations controlled directly at the podium
- improved audio system with automatic volume level control and feedback monitoring
- elimination digital video recording and playback
- an alternate location for City Council workshops and meetings

RUSHWORKS is the sole source of the A-list broadcast system, A-LIST and VDESK. This broadcast automation and streaming system effectively integrates a traditional "broadcast server" with a bulletin board system, thus creating a distinctive point of difference with this two-in-one "hybrid" solution.

THE ALTERNATIVES CONSIDERED:

1. Do not authorize the purchase of AV equipment upgrades at the Utility Collections building.
2. Authorize the purchase of AV equipment upgrades at the Utility Collections building in an amount not to exceed \$165,298.50.

Which alternative is recommended? Why?

Staff recommends authorizing the purchase of AV equipment upgrades at the Utility Collections building. The existing equipment is intermittently failing and the upgrade will allow for an alternate location for City Council workshops and meetings.

CONFORMITY TO CITY POLICY:

This purchase conforms to the City Policy and Local Government Code, Section 252.022 that items available from only one source because of patents, copyrights, secret processes or natural monopolies are exempt from being competitively solicited. A-LIST BROADCAST hardware/software solutions is only available from the manufacturer Rushworks.

FINANCIAL IMPACT:

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

The AV equipment upgrades are projected to be \$165,298.50.

Is this a one-time or recurring expenditure?

The equipment upgrade is a one-time expenditure.

Is this expenditure budgeted?

Yes, funds are available in Public/Educational/Government Fund in account 220-0405-414.61-40.

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 City Council approve the procurement of the audio-video equipment upgrades at the Utility Collections facility from Rushworks in the amount of \$165,298.50 and that the City Manager or designee be authorized to execute any change orders as permitted by state and local law.

DEPARTMENTAL CLEARANCES:

Finance
Legal

ATTACHED SUPPORTING DOCUMENTS:

Quote

Certificate of Interested Parties

City of Killeen Utility Billing Conference Room- Proposed 05-2022 Mixed

SYSTEMS	Qty	Price
VDESK PRO 8 + 4 NDI/POE Cameras	1	21,268.00
<i>Sub Total By Area</i>		21,268.00
LECTERN		
HDMI/VGA to HDBT Wallplate (2gang)	1	
HDMI-only cover plate	1	
8-Button Remote Control (1gang)	1	
Lectern microphone	1	
DANTE Microphone base	1	
<i>Sub Total By Area</i>		3,709.40
CHAMBER CONTROL ROOM		
Pres Swx 4HDMI/1VGA, HDMI/HDBT	1	
HDBaseT to HDMI Receiver	1	
Rack kit for 3 receivers	1	
Rack kit for Pres Switch	1	
HDMI to SDI scaler for presentation	1	
1:4 HDMI DA	1	
HDMI to 4 HDBT DA	1	
Rack shelf for 2 x MegaTools	2	
48-port/480W (40x1G-PoE, 8xSFP)	1	
5-port PoE Passthrough switch	4	
Control System Brain (4ea:232,IR,I/O,Relay)	1	
7" Control Tablet Wall/Desktop Mount	2	
16in/16out Digital Signal Processor	2	
2-channel Dante to Analog interface	14	
8 Channel DANTE Wireless mic Access Point	2	
8 Channel Wireless mic charging base	3	
Wireless handheld	2	
Wireless Lav/Beltpack transmitter	2	
Miniature Lavalier microphone	2	
Wireless Gooseneck microphone base	8	
15" Gooseneck dualflex mic (Microflex)	8	
DANTE microphone base	10	
18" Gooseneck mic (XLR)	10	
Headphones	1	
Assistive Listening Dante/WiFi - 4 kits	1	
70V 4-channel 200W Amplifier	1	
Audio to SDI embedder (Cam 1)	1	
IP Video Streaming Decoder (At City Hall)	1	
IP Video Streaming Encoder/Recorder	1	
1:2 HD-SDI DA	1	
Dual 8" LCD Monitor	1	
Display port KVM Ext TX unit	1	
Display port KVM Ext RX unit	1	
VD Aux mon Ext-TX	1	
VD Aux mon Ext-RX	1	
Spare Converter/DA	1	
7" Preview/Confidence Mon with encoder	1	

750VA UPS for console gear	1	
1500VA UPS for rack	1	
Shelves/Blanks/Rack screws/Captive Nuts	1	
12-Outlet 1RU PDU	1	
<i>Sub Total By Area</i>		83,135.10
CHAMBER		
40-watt 70V In-ceiling speaker (pair)	5	
HDMI Cable - Direct link to rack	1	
86" 4K Commercial display (3yr warranty)	3	
Flat wallmount for 46-90" displays	3	
75" 4K Commercial Display (3yr warranty)	2	
Articulating Mount for 42 to 90" displays	4	
HDBaseT to HDMI Receiver	4	
<i>Sub Total By Area</i>		30,651.00
PROJECT SUBTOTAL		138,763.50
INBOUND / OUTBOUND SHIPPING	1	1,700.00
PROJECT DESIGN	1	4,000.00
MISC PARTS - CABLES, CONNECTORS	1	3,145.00
CABLING, SPEAKER, DISPLAY INSTALL	1	6,800.00
		15,645.00
SITE COSTS:		
Installation & Training	5	8,000.00
Mileage	1	900.00
Hotel	5	1,400.00
Per Diem	5	590.00
		10,890.00
TOTAL PROJECT COST		165,298.50
ASAP Support: FOUR (4) years		27,752.70
This includes 24/7 Customer Support via phone, email, and unlimited software downloads.		
TOTAL CAPEX WITH 5 YEAR SUPPORT		193,051.20



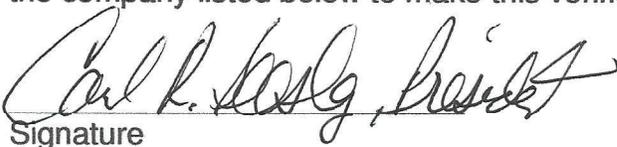
Contract Verification

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

- Texas Government Code, Chapter 2271 – the company must verify that it does not boycott Israel and will not boycott Israel during the term of the contract. *Boycott Israel is defined in Government Code Chapter 808.*
- Texas Government Code, Chapter 2274 – the company must verify that it does not boycott energy companies and will not boycott energy companies during the term of the contract. *Boycott energy company is defined in Government Code Chapter 809.*
- Texas Government Code, Chapter 2274 – the company must verify that it does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association. Verification is not required from a sole source provider. *Discriminate, firearm entity and firearm trade association are defined in Government Code Chapter 2274.*

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

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


Signature

CARL R. BEESLEY
Printed Name

05/24/2022
Date

Media Rushworks, LLC dba RUSHWORKS
Company Name

President
Title

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 ONLY
 CERTIFICATION OF FILING**

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
 Media Rushworks, LLC
 Flower Mound, TX United States

Certificate Number:
 2022-890212

Date Filed:
 05/24/2022

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

Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
 05-2022 Conf Cntr- Aux Chamber
 Components for the Remote Production Conference Center and Auxiliary Council Chamber

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

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is Linda Beesley, and my date of birth is 10/14/1949.

My address is 2970 Hillside Drive, Highland Village, TX, 75077, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Denton County, State of TX, on the 24th day of May, 2022.
(month) (year)

Linda Beesley
 Signature of authorized agent of contracting business entity
 (Declarant)



PURCHASE OF AUDIO VISUAL EQUIPMENT

RS-22-087

June 21, 2022

280

Background

2

- The Utility Collections building located at 210 W Avenue C adjacent to City Hall is utilized for Planning and Zoning meetings, strategic Planning workshops, joint workshops, and other various community related meetings
- The audio visual (AV) system has exceeded the life expectancy and is intermittently failing
- The system's current connectivity for peripheral equipment is outdated. The system needs to be updated to a modern configuration that has the ability to broadcast on the city cable channel

Background continued

3

- This new system will provide:
 - ▣ Improvement to the quality of meeting broadcasts
 - ▣ Better presentation of media to the viewing audience (in room and broadcast) including on-screen pointing and labels
 - ▣ A more user-friendly configuration for presentations controlled directly at podium
 - ▣ An improved audio system with automatic volume level control with feedback monitoring and elimination
 - ▣ Digital video recording and playback

Background continued

4

- Staff intends to purchase the equipment from RushWorks works a sole Source provider of the Brushworks System in an amount not to exceed \$165,298.50 utilizing PEG (Public/Education/Government) funds for the upgrade AV equipment
- RUSHWORK'S is the sole source of the A-list broadcasting system. A-LIST and VDESK broadcast automation and streaming systems effectively integrate a traditional “broadcast server” with a bulletin board system, thus creating a distinctive point of difference with this two-in-one “hybrid” solution

Alternatives

5

- Do not authorize the upgrade of Audio-Visual System
- Authorize the purchase of the Audio-Visual System from RushWorks with the anticipated expenses not to exceed \$165,298.50 utilizing PEG (Public/Education/Govt) funds

Recommendation

6

- Staff recommends that the City Manager or his designee be authorized to execute the purchase of Audio-Visual System from RushWorks with the anticipated expenses not to exceed \$165,298.50 utilizing PEG (Public/Education/Govt) funds



City of Killeen

Staff Report

File Number: RS-22-088

1	City Council Workshop	06/21/2022	Reviewed and Referred	City Council	06/28/2022
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Consider a memorandum/resolution authorizing the procurement of a data center firewall and network switches from Netsync in the amount of \$259,306.30.

DATE: June 21, 2022

TO: Kent Cagle, City Manager

FROM: Willie Resto, Executive Director of Information Technology

SUBJECT: Procurement of a Data Center Firewall and Replacement Network Switches

BACKGROUND AND FINDINGS:

The City of Killeen operates a data network that is heavily relied upon and widely used by all departments. The switches and firewall are the transport modules for data computing. They are the highway lanes that allow traffic to flow throughout the network and through the Internet. Our switches and firewall are at end-of-life and end-of-service, which means they no longer are supported by CISCO. The current models lack updates and any form of maintenance leaving our network in a vulnerable state. Some of our switches have components that are bad, which will cause them to eventually stop working. The firewall will continue to degrade and be open for attacks. Maintaining efficient, effective, and secure communications are critical to our infrastructure and day-to-day activities. Two firewalls are in place to allow for resilience should one fail and to allow for essential security patching without loss of protection to the network. The firewall and switch procurement will ensure that the City of Killeen continues to provide a reliable and secure data network for the information and data transferred and processed for city services, and for the residents of City of Killeen.

THE ALTERNATIVES CONSIDERED:

1. Continue using the existing end-of-life firewall and switches.
2. Purchase the firewall and switches from Netsync using the Texas Department of Information Resources (DIR) contract TSO-4167 not to exceed \$259,306.30.

Which alternative is recommended? Why?

Staff recommends alternative #2 the purchase of the firewall and replacement of network switches from Netsync using the Texas DIR contract TSO-4167 to provide a reliable and secure data network.

CONFORMITY TO CITY POLICY:

The Information Technology Department is seeking approval to purchase a firewall and replacement network switches from Netsync through the Texas DIR TSO-4167 purchasing cooperative contract. Purchases made through a cooperative contract are exempt from the competitive bidding process as stated in Texas Local Government Code (TLGC) section 271.102, subchapter F; a local

government that purchases goods or services under this subchapter satisfies any state law requiring the local government to seek competitive bids for the purchase of goods or services.

FINANCIAL IMPACT:

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

The firewall and switches are projected to cost \$259,306.30.

Is this a one-time or recurring expenditure?

This is a one-time expenditure.

Is this expenditure budgeted?

Yes, funds are available in the Information Technology Internal Service Fund account 627-2705-419.61-40.

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 City Council approve the procurement of the firewall and switch upgrades from Netsync in the amount of \$259,306.30 and that the City Manager or designee be authorized to execute any change orders as permitted by state and local law.

DEPARTMENTAL CLEARANCES:

Finance
Legal

ATTACHED SUPPORTING DOCUMENTS:

Quote
Certificate of Interested Parties

Quote #:	AAAQ365424-03
Date:	06/07/2022
Valid for:	30 Days

Sell To Contact	Inside Sales	Account Manager
City of Killeen CBailey@killeentexas.gov 254.501.7600	Kim Ramirez KRamirez2@netsync.com 469-858-9351	Thomas McClanahan tmcclanahan@netsync.com 512.656.9424

Please send purchase order to: PO@netsync.com

Line #	Part	Description	Qty	Unit Price	Ext Price
Main Site					Sub Total 259,306.30

Default Group

1.0	FPR3110-NGFW-K9	Cisco Secure Firewall 3110 NGFW Appliance, 1U	2	23,064.70	46,129.40
1.1.0	FPR3110T-TMC	Cisco Secure Firewall FPR3110 TP, AMP & URL Filtering Lic	2	0.00	0.00
1.1.1.0	L-FPR3110T-TMC-3Y	Cisco Secure Firewall FPR3110 TP, AMP & URL Filtering 3Y Subs	2	33,766.70	67,533.40
1.2.0	FPR3K-PWR-AC-400	Cisco Secure Firewall 3K Series 400W AC Power Supply	2	0.00	0.00
1.3.0	FPR3K-PWR-AC-400	Cisco Secure Firewall 3K Series 400W AC Power Supply	2	1,508.10	3,016.20
1.4.0	CAB-AC	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	4	0.00	0.00
1.5.0	SF-F3K-TD7.1.0-K9	Cisco Firepower Threat Defense software v7.1 for FPR3100	2	0.00	0.00
1.6.0	FPR3K-SSD900	Cisco Secure Firewall 3K Series 900GB	2	0.00	0.00
1.7.0	FPR3K-SLIDE-RAILS	Cisco Secure Firewall 3100 Slide Rail Kit	2	0.00	0.00
1.8.0	FPR3110-BSE	Cisco Secure Firewall 3110 Base Lic	2	0.00	0.00
1.9.0	FPR3K-FAN	Cisco Secure Firewall 3K Series Fan Tray	4	0.00	0.00
1.10.0	FPR3K-SSD-BLANK	Cisco Secure Firewall 3100 Series SSD Blank Slot Cover	2	0.00	0.00
1.11.0	SFP-10G-AOC7M	10GBASE Active Optical SFP+ Cable, 7M	4	156.80	627.20
1.12.0	FPR3K-NM-BLANK	Firepower 3100 Series Network Module Blank Slot Cover	2	0.00	0.00
1.13.0	CON-SSSNT-FPR3110N	SOLN SUPP 8X5XNBD Cisco Secure Firewall 3110 NGFW Appliance Duration: 3.00 Years	2	5,906.20	11,812.40

CISCO SWITCHING

2.0	C9300-48UXM-E	Catalyst 9300 48-port(12 mGig,36 2.5Gbps) Network Essentials	9	8,129.10	73,161.90
2.1.0	C9300-NW-E-48	C9300 Network Essentials, 48-port license	9	0.00	0.00
2.2.0	SC9300UK9-175	Cisco Catalyst 9300 XE 17.5 UNIVERSAL UNIVERSAL	9	0.00	0.00
2.3.0	PWR-C1-1100WAC-P	1100W AC 80+ platinum Config 1 Power Supply	9	0.00	0.00
2.4.0	PWR-C1-1100WAC-P/2	1100W AC 80+ platinum Config 1 Secondary Power Supply	9	1,146.20	10,315.80
2.5.0	C9300-SSD-NONE	No SSD Card Selected	9	0.00	0.00
2.6.0	C9300-DNA-E-48	C9300 DNA Essentials, 48-Port Term Licenses	9	0.00	0.00
2.6.1.0	C9300-DNA-E-48-3Y	C9300 DNA Essentials, 48-port - 3 Year Term License	9	808.10	7,272.90
2.7.0	C9300-NM-8X	Catalyst 9300 8 x 10GE Network Module	9	1,538.30	13,844.70
2.8.0	NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	9	0.00	0.00
2.9.0	CAB-TA-NA	North America AC Type A Power Cable	18	0.00	0.00
2.10.0	C9300-STACK-NONE	No Stack Cable Selected	9	0.00	0.00
2.11.0	C9300-SPWR-NONE	No Stack Power Cable Selected	9	0.00	0.00
2.12.0	CON-SNT-C93E048X	SNTC-8X5XNBD Catalyst 9300 48-port(12 mGig36 2.5Gbps) Duration: 3.00 Years	9	2,843.60	25,592.40

NETSYNC

2500 West Loop South, Ste.
410/510
Houston, TX 77027 USA
713.218.5000

QUOTE

AAAQ365424-03

Quote #:	AAAQ365424-03
Date:	06/07/2022
Valid for:	30 Days

Notes: 220042734-133325-09

FTD-3100 3YR (no Services)

Cisco Systems TX|DIR-TSO-4167

Total	259,306.30
Tax/Vat	0.00
Shipping	0.00
Grand Total USD	259,306.30

290



Contract Verification

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

- Texas Government Code, Chapter 2271 – the company must verify that it does not boycott Israel and will not boycott Israel during the term of the contract. *Boycott Israel is defined in Government Code Chapter 808.*
- Texas Government Code, Chapter 2274 – the company must verify that it does not boycott energy companies and will not boycott energy companies during the term of the contract. *Boycott energy company is defined in Government Code Chapter 809.*
- Texas Government Code, Chapter 2274 – the company must verify that it does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association. Verification is not required from a sole source provider. *Discriminate, firearm entity and firearm trade association are defined in Government Code Chapter 2274.*

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

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

Signature

Netsync Network Solutions

Company Name

Clara Alessi

Printed Name

Contracts Manager

Title

5/23/22
Date

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 ONLY
CERTIFICATION OF FILING**

Certificate Number:
2022-891022

Date Filed:
05/25/2022

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Netsync Network Solutions
Houston, TX United States

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

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
AAAQ365424 ; AAAQ365421
TD-3100 and Cat9300s 3YR AAAQ365424 and 1YR AAAQ365421

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Abunaja, Khalid	Houston, TX United States	X	
	Gonzales, Diane	Houston, TX United States	X	

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is Tejaswini Bhate, and my date of birth is 9/12/1984.

My address is 2500 West Loop South, Suite 410, Houston, TX, 77027, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Harris County, State of Texas, on the 25th day of May, 2022.

**Tejaswini
Bhate**

Digitally signed by Tejaswini Bhate
DN: cn=Tejaswini Bhate,
o=Netsync, ou=RFP,
email=tbhate@netsync.com, c=US
Date: 2022.05.25 11:34:21 -05'00'

Signature of authorized agent of contracting business entity
(Declarant)



PURCHASE OF FIREWALL & SWITCHES

RS-22-088

June 21, 2022

293

Background

2

- ❑ The City of Killeen operates a data network that is heavily relied upon and widely used by all departments
- ❑ The switches and firewall are the transport modules for data computing. They are the highway lanes that allow traffic to flow throughout the network and through the Internet
- ❑ The current firewall models end of support is Dec 2022 and will not receive updates and maintenance leaving our network in a vulnerable state

Background continued

3

- Two firewalls are in place to allow for resilience should one fail and to allow for essential security patching without loss of protection to the network
- The firewall procurement will ensure that the City Of Killeen continues to provide a reliable and secure data network for the information and data transferred and processed for city services, and for the residents of City of Killeen.

Background continued

4

- Netsync is a certified Cisco partner and pricing is through the Texas Department of Information Resources DIR-TSO-4167
- Cost of the Network firewall and switches is \$259,306.30

Alternatives

5

- Do not authorize the purchase of Cisco firewall and switches
 - ▣ Doing so will inhibit the city's ability to minimize the risk of attacks on network systems, daily operations, and exposure of sensitive data
- Authorize the purchase of Cisco firewall and switches not to exceed \$259,306.30

Recommendation

6

- Staff recommends that the City Manager or his designee be authorized to purchase from Netsync Network Solutions in the amount not to exceed \$259,306.30 one-time using the Texas Department of Information Resources (DIR) TSO-4167 contract



City of Killeen

Staff Report

File Number: RS-22-089

1	City Council Workshop	06/21/2022	Reviewed and Referred	City Council	06/28/2022
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Consider a memorandum/resolution declaring a public purpose and approving Nonprofit Youth Organization Grant allocations.

DATE: June 21, 2022

TO: Kent Cagle, City Manager

FROM: Danielle Singh, Assistant City Manager

SUBJECT: Nonprofit Youth Organization Grant Allocations

BACKGROUND AND FINDINGS:

At the December 1, 2021, Public Facility Corporation meeting, City Council acting as the Public Facility Corporation directed the \$350,000 structuring fee received from the North Killeen Apartments Project to the City of Killeen with the recommendation that the funds be used for a nonprofit youth organization grant program.

At the April 12, 2022, Regular City Council Meeting, City Council approved a nonprofit application process for grant funding for nonprofit youth organizations. The application process opened to the public for submission on April 13, 2022, and closed May 12, 2022. City Council established the following criteria:

1. Must serve a public purpose
 - a. Provide a service that enhances a service the public agency provides,
 - b. Identifiable secondary benefit to the public agency, or
 - c. Provide a service the public agency could provide but chooses not to
2. Funds may not benefit private parties
3. City must maintain control of the funds via agreement
 - a. Nonprofits must document that funds were used for a public purpose before reimbursement can occur

Sixteen applications were received. At a May 18, 2022, Special City Council Workshop, City Council reviewed the applications and issued a motion of direction to staff to bring a resolution forward to fund the grant requests in an amount not to exceed \$10,000 each for nine nonprofit youth organizations. Upon City Council's approval of the funding and declaration of a public purpose for the nine organizations, agreements with the grant recipients will be prepared and executed.

The City Council finds that it is in the public interest to enhance the quality of life for our residents through recreational activities, provide for the safety of our community, and invest in the future by providing opportunities for the City's youth.

Therefore, Songhai Bamboo Roots Association will enhance the quality of life and invest in the future of Killeen by providing opportunities for youth to learn how to play musical instruments and perform at various events.

CASA of Bell and Coryell Counties will provide for the safety of our community by finding safe and healthy permanent homes for youth in Killeen.

Killeen Cove Chief Youth Sports Association will enhance safety and quality of life for Killeen youth by providing updated sports safety equipment and increasing youth participation through scholarship opportunities.

Educated Angels will enhance the quality of life and invest in the future of Killeen by providing educational opportunities for youth who might otherwise not be as prepared for school as their peers.

Gardens of Hope Central Texas will invest in the future of Killeen by providing additional educational programs for the youth that they serve.

Central Texas Junior Grey Wolves Youth Sports Association will enhance safety and quality of life for Killeen youth by providing updated sports safety equipment and additional recreational sports aids.

AYADD Outreach Center will enhance the quality of life and safety for the youth in Killeen by providing educational resources, safe and sober recreational activities, and educational summits.

Hope Restoration Center will enhance the quality of life and invest in the future of Killeen by providing camp activities designed to give youth the opportunity to develop character and life sustaining skills.

Church of Deliverance will enhance the safety and invest in the future of Killeen by providing activities for the youth as an alternative to joining gangs.

THE ALTERNATIVES CONSIDERED:

1. Do not approve the funding for nine nonprofit youth organizations.
2. Amend the selected organizations.
3. Approve the funding and declare a public purpose for nine nonprofit youth organizations.

Which alternative is recommended? Why?

Alternative 3 is recommended. The nine organizations submitted the required documentation and met the criteria set forth by City Council.

CONFORMITY TO CITY POLICY:

This item conforms to all applicable State Laws and City Policies.

FINANCIAL IMPACT:

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

\$90,000

Is this a one-time or recurring expenditure?

One-time

Is this expenditure budgeted?

Yes, in the General Fund account 010-9501-491-50.86, project code PFCNRP

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 City Council declare the public purposes as state above and approve the grant funding requests for nine nonprofit youth organizations in an amount not to exceed \$10,000 for each organization.

DEPARTMENTAL CLEARANCES:

Finance
Legal

ATTACHED SUPPORTING DOCUMENTS:

N/A



NONPROFIT GRANT PROGRAMS

RS-22-089

June 21, 2022

303

Background

2

- City Council approved a grant program for nonprofit youth organizations in the amount of \$350,000
 - ▣ Application process was open for submissions April 13 – May 12, 2022
- On May 18, 2022, City Council selected nine applicants to receive funding
 - ▣ Sixteen applications were received
- In accordance with state law, City Council must declare a public purpose for the expenditure of funds
 - ▣ Funds may not benefit private parties
 - ▣ City must maintain control of funds to ensure that a public purpose was met

Selected Applicants

3

- Nine applications were selected to be funded for \$10,000 each:
 1. Songhai Bamboo Roots
 2. Garden of Hope
 3. CASA of Bell and Coryell Counties
 4. AYADD Outreach Center
 5. Killeen Cove Chief Youth Sports Association
 6. Hope Restoration Center
 7. Educated Angels
 8. Church of Deliverance
 9. Central Texas Junior Grey Wolves Youth Sports Association

Alternatives Considered

4

- Do not approve the funding for the nine nonprofit youth organizations
- Amend the selected organizations
- Approve the funding for the nine nonprofit youth organizations and declare a public purpose
 - Staff will prepare and execute grant agreements for each organization

Recommendation

5

- ❑ Approve the grant funding request for nine nonprofit youth organizations and declare a public purpose for each selected nonprofit



City of Killeen

Staff Report

File Number: RS-22-090

1	City Council Workshop	06/21/2022	Reviewed and Referred	City Council	06/28/2022
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Consider a memorandum/resolution rejecting all bids for Bid No. 22-16, Fire Station #5 Bay Remodel.

DATE: June 21, 2022
TO: Kent Cagle, City Manager
FROM: Edwin Revell, Executive Director of Development Services
SUBJECT: Rejecting All Bids for Bid No. 22-16 Fire Station #5 Bay Remodel

BACKGROUND AND FINDINGS:

The city published the bid for the Fire Station 5 Bay Remodel project on March 13, 2022, and the city received competitive bids from four contractors. The bids, opened and read aloud On April 28, 2022 through zoom online video conferencing, are as follows:

Bidders	Total Bid Amount
National Made American Construction	\$206,828.32
Hawk Builders, LLC	\$107,756.00
Seneca Construction	\$149,569.92
Majestic Services Inc	\$149,626.00

On May 3, 2022, the City Council approved using \$5.7 million of the FY 2021 fund balance in excess of 22% for the construction of the new Fire Station #4. In addition, the Fire Department has utilized a different Fire Station to house the ambulance which has been meeting all safety needs. With these updates, the need for the remodel to Station #5 to accommodate the space for an ambulance is no longer needed.

Staff recommends rejecting all bids and not moving forward with the construction of Fire Station 5 Bay Remodel Project

THE ALTERNATIVES CONSIDERED:

- 1) Award the bid based upon bids received.
- 2) Reject all bids and do not move forward with the Fire Station 5 Bay Remodel.

Which alternative is recommended? Why?

City Staff recommends alternative two (2), reject all bids and do not move forward with the Fire Station 5 Bay Remodel. With the recent changes to operations and the progress towards the new Fire Station #4, this project is no longer needed.

CONFORMITY TO CITY POLICY:

Rejection of all bids is allowed by the competitive bid process per Local Government Code 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:

Staff recommends that the City Council reject all bids for Bid 22-16, Fire Station #5 Bay Remodel.

DEPARTMENTAL CLEARANCES:

Legal
Finance
Development Services

ATTACHED SUPPORTING DOCUMENTS:

Letter of Recommendation

May 17, 2022

Angela Macklin
Project Manager, CIP
City of Killeen
3201-A S. WS Young Dr.
Killeen, Tx 76541

**RE: CITY OF KILLEEN – FIRE STATION #5 REMODEL
MRB GROUP PROJECT NO. 1102.21001**

Dear Ms. Macklin,

We have reviewed the bids for the above referenced project and Hawk Builders, LLC of Plano Texas, is the lowest qualified bidder with a total amount bid of \$107,756.00. Through a review of their submitted Contractor's qualification Statement and from inquiries into their provided references, we believe they are qualified and capable of providing the variety of services required for this project and recommend awarding the construction contract to them.

Sincerely,



Randy Stumberg AIA
MRB Group



FIRE STATION #5 BAY REMODEL AWARD FOR CONSTRUCTION

RS-22-090

June 21, 2022

312

Background and Findings

- ❑ The project consisted of a 6' extension and improvements to an existing apparatus bay along with parking lot striping and wheel stops to accommodate space for an ambulance.
- ❑ May 3, 2022, City Council approved the budget amendment for the new Fire Station #4
- ❑ The Fire Department relocated the ambulance to the Central Fire Station eliminating the need for ambulance space at Fire Station #5.

Background and Findings

❑ On April 28, 2022, four (4) Bids were received, opened, and read aloud.

❑ National Made America Construction	\$206,828.32
❑ Hawk Builders, LLC	\$107,756.00
❑ Seneca Construction	\$149,569.92
❑ Majestic Services Inc.	\$149,626.00

Alternatives

4

1. Reject all bids and do not move forward with the construction of Fire Station #5 Bay Remodel Project.
2. Award a construction contract to Hawk Builders, LLC, for the construction of Fire Station #5 Bay Remodel Project in the amount of \$107,756.00.

Recommendation

1. Staff recommends that the City Council authorize the City Manager to reject all bids and do not move forward with the construction of Fire Station #5 Bay Remodel Project as the need for ambulance space has been accommodated.



City of Killeen

Staff Report

File Number: RS-22-091

1	City Council Workshop	06/21/2022	Reviewed and Referred	City Council	06/28/2022
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Consider a memorandum/resolution appointing a Court Administrator.

DATE: June 21, 2022
TO: Kent Cagle, City Manager
FROM: Eva Bark, Executive Director of Human Resources
SUBJECT: Appointment of Court Administrator

BACKGROUND AND FINDINGS:

On January 18, 2022, Luevada Posey submitted her letter of retirement as the Executive Director of Municipal Court, effective April 1, 2022. Upon Ms. Posey's retirement, the City Manager reorganized and moved Municipal Court under the Finance Department as a division in finance.

On February 16, 2022, Human Resources advertised the position on various outlets to include the City's website, the Texas Municipal League, Texas Municipal Court Education Center, and Texas Court Clerk Association websites. The City solicited twenty-two (22) candidates. Thirteen candidates met or exceeded the minimum qualifications for the position. In person interviews took place on March 17, 2022 with a panel of City leadership. A candidate was not selected. The City reposted the position and solicited twenty (20) candidates. Five candidates met or exceeded the minimum qualifications for the position. On June 13, 2022, a candidate was interviewed in-person and Mr. Cagle extended a conditional job offer to Jaime Brew.

Ms. Brew has a Bachelor of Business Administration degree from Texas A&M University in College Station. She also holds a Master of Business Administration from the University of Mary Hardin-Baylor. Ms. Brew has fourteen (14) years of municipal court experience. She began her Municipal Court experience with the City of Killeen in 2007 as a Compliance/Collections Manager, and within three years, she was promoted to Clerk of the Court (Municipal Court Administrator). She then worked as a Municipal Court Administrator for the City of Sugarland and promoted to Assistant Director of Finance. From the City of Sugarland, she became the Municipal Court Administrator for the City of Coppell and her most recent experience is as a Justice Court Services Director for Harris County. In addition, Ms. Brew holds a Texas Registered Municipal Clerk certification, Prosci's Change Management Practitioner certification, and many other Court Clerk certifications, both at the state and national level. Ms. Brew is also a member of the Texas Association for Court Administration, the Texas Municipal Clerks Association, the National Association for Court Management and various other associations. She received the Award of Excellence, the Extraordinary Achievement Award, and the Distinguished Service Award, all from the Texas Court Clerks Association.

Ms. Brew's job offer is conditioned upon the following:

- Selection confirmation by the Killeen City Council
- Commencing employment on August 1, 2022

THE ALTERNATIVES CONSIDERED:

Alternatives are: (1) to not approve the appointment of Jaime Brew as the City of Killeen's Court Administrator (2) to approve the appointment Jaime Brew as the City of Killeen's Court Administrator.

Which alternative is recommended? Why?

Staff recommends the second alternative, approving the appointment of Jaime Brew. Ms. Brew brings over fourteen (14) years of experience in municipal court.

CONFORMITY TO CITY POLICY:

This action conforms to city policy.

FINANCIAL IMPACT:

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

The annual base salary of the position is \$105,000, plus benefits. In addition, the offer includes a relocation reimbursement allowance up to \$5,000. The prorated amount through the end of the fiscal year is estimated at \$33,413.

Is this a one-time or recurring expenditure?

This is a recurring expenditure.

Is this expenditure budgeted?

Yes, in the General Fund Municipal Court salary and benefit accounts 010-5015-417.40-05 through 010-5015-417.40-89.

If not, where will the money come from?

N/A

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

Yes

RECOMMENDATION:

Staff recommends that the Council to approve appointment of Jamie Brew to the City of Killeen's position of Court Administrator.

DEPARTMENTAL CLEARANCES:

Finance
City Attorney

ATTACHED SUPPORTING DOCUMENTS:

Resume

Jaime Brew, MBA, CMCC, CCM, CCE, ICM Fellow, TRMC

EDUCATION

Master of Business Administration, May 2006
University of Mary Hardin-Baylor, Belton, Texas

Bachelor of Business Administration, May 2001
Texas A&M University, College Station, Texas

WORK EXPERIENCE

Justice Court Services Director, March 2020 – Present
Harris County, Houston, Texas

- Assist the Court Manager in providing administrative and technical support to the 16 Harris County Justice Courts.
- Coordinate administration of the Justice Courts.
- Collaborate in the development of a strategic plan for the information technology needs of the Justice Courts.
- Assist in the management of justice court facilities and infrastructure needs.
- Conduct special studies, systems analysis and evaluations of the current policies and procedures for the Justice Courts.
- Monitor justice court compliance with administrative rules, policies, and procedures.
- Assist in the development and monitoring of the justice court operational budgets.
- Monitor the collection and reporting of justice court performance standards.
- Oversee development of justice court websites including web reporting of court performance measures.
- Work with Justice Court Staff Attorney to research and recommend changes to administrative processes through adoption of advances in technology or changes in case law, court rules, or statute.
- Coordinate the development of a data quality plan for the justice courts with appropriate justice system.
- Manage the JP Hearing Court Clerk staff at the Probable Cause Court (Court operates 365 days a year 24/7).
- Develop, monitor, and assess staff training needs, requirements, and certifications.

Special Assistant to the City Manager's Office, September 2019 – February 2020
City of Coppell, Coppell, Texas

- Worked directly with the court's new software vendor to setup and implement a new case management system (software conversion).
- Provided assistance to the Interim Municipal Court Administrator until a replacement was hired.

Municipal Court Administrator, April 2018 – September 2019
City of Coppell/Coppell Municipal Court No. 1, Coppell, Texas

- Facilitated the entire operation of the court and supervised court staff (Department Head).
- Managed the administrative activities of the municipal court by supervising, scheduling and coordinating all court activities.

- Managed court dockets by coordinating programs and activities with the municipal judge, police, prosecutors, attorneys, witnesses, defendants and other outside agencies related to court activities.
- Oversaw and managed the court budget.
- Developed and prepared court performance measures for city management review.
- Provided oversight and direction for the timely completions of work plans and projects.
- Conducted long-range strategic planning and program development.
- Prepared and submitted various reports to State and local agencies.
- Provided professional development and training to court staff.
- Directly responsible for all hiring, disciplinary action, and termination decisions for court administration.
- Provided customer service to all parties we served at the court.
- Managed the court software conversion, including being responsible for pre-work, actual set-up and implementation.
- Performed functions of Project Manager and Change Management Practitioner for software conversion.
- Prepared agenda requests and presentations to City Council and various boards as needed.

Assistant Director of Finance, July 2017 – March 2018

City of Sugar Land, Sugar Land, Texas

- Assigned duties and responsibilities to department staff I was assigned to, which were municipal court, treasury (utility billing), investments and grants.
- Provided professional development and training to management staff within the divisions I oversaw.
- Assisted the Director of Finance with hiring, disciplinary action, and termination decisions for municipal court, treasury, investments and grants.
- Developed and established procedures for operating and maintaining required administrative systems for the divisions I managed.
- Initiated, designed, developed and implemented contemporary business practices and management practices and for municipal court and treasury.
- Provided oversight to critical processes to ensure compliance with City policies and procedures, along with applicable laws and regulations.
- Guided financial decisions by establishing, monitoring, and enforcing policies and procedures.
- Protected assets by establishing, monitoring and enforcing internal controls.
- Prepared agenda requests and presentations for City Council members as needed.
- Met with City Council members for various committee meetings.
- Provided support to the treasury and municipal court departments during pre-annexation and post-annexation.
- Provided support to Director as needed in all areas of Finance.

Municipal Court Administrator, April 2013 – June 2017

City of Sugar Land/Sugar Land Municipal Court, Sugar Land, Texas

- Facilitated the entire operation of the court and supervised court staff (Department Head).
- Provided professional development and training to court staff.
- Prepared annual budget for the municipal court.
- Oversaw all collections and expenditures in the department.
- Performed internal control activities.
- Coordinated court matters with judges, defendants, defense counsel, city prosecutor, police department, jail and other levels of criminal justice administration system.
- Maintained court records and processed records requests.

- Directly responsible for all hiring, disciplinary action, and termination decisions for court administration.
- Provided customer service to all parties we served at the court.
- Conducted long-range strategic planning and program development.
- Prepared reports for state and local agencies.
- Developed and prepared court performance measures for city management review.
- Prepared agenda requests and presentations for City Council members as needed.
- Managed and implemented all special projects related to court administration.

Clerk of the Court (Municipal Court Administrator), April 2011 – April 2013

City of Killeen/Killeen Municipal Court of Record, Killeen, Texas

- Facilitated the entire operation of the court and manage court staff.
- Prepared annual budget for the municipal court.
- Oversaw all collections and expenditures in the department.
- Coordinated court matters with judges, defendants, defense counsel, city prosecutor, police department, jail and other levels of criminal justice administration system.
- Prepared correspondence and maintain records.
- Conducted long-range strategic planning and program development.
- Prepared reports for state and local agencies.
- Implemented and prepared performance measures for the court.
- Oversaw preparation of court dockets and files.
- Provided customer service to all parties we served at the court.
- Prepared and maintain appropriate calendars for court hearings.
- Performed payroll functions.
- Directly responsible for all hiring, disciplinary action, and termination decisions for court administration.
- Provided professional development and training to court staff.
- Prepared memorandums, reports, and presentations for the Presiding Judge when requested.

Compliance/Collections Manager, August 2007 – April 2011

City of Killeen/Killeen Municipal Court of Record, Killeen, Texas

- Managed the Compliance/Collections Department in compliance with the Office of Court Administration's Collection Improvement Program.
- Supervised staff in the Compliance/Collection Department and the City Marshal's Office.
- Provided customer service to all parties we served at the court.
- Developed and implemented policies and procedures for collections.
- Interviewed defendants requesting payment arrangements and processed payments.
- Managed all cases that were sent to the third-party collection agency.
- Assisted in budget preparation for the court.

Senior Account Executive, November 2005 – July 2007

Beneficial Financial, Killeen, Texas

- Originated, processed and closed personal loans, mortgage refinances, and auto refinances.
- Handled customer service questions over the phone and in the branch daily.
- Processed loan payments and posted them to customer's accounts.

ARM/Balloon Administrator – Administrative Officer, August 2004 – November 2005**Extraco Mortgage Corporate Office, Waco, Texas**

- Serviced all the Adjustable-Rate Mortgage (ARM) and Balloon loans in portfolio.
- Prepared loan modifications for ARM loan conversions.
- Reconciled and maintained Escrow Disbursement account.

Underwriter – Administrative Officer, April 2002 – August 2004**Extraco Mortgage Corporate Office, Waco, Texas**

- Underwrote conventional, FHA and VA loans to ensure they met government guidelines.
- Verified the accuracy and completeness of all loan documentation.
- Responded to Quality Control audits conducted by FHA, VA and Fannie Mae.
- Filled in as department supervisor when the Underwriting Manager was away from office.

Collateral Trainee, May 2001 – March 2002**First American Bank Corporate Office, Bryan, Texas**

- Reviewed collateral documents, borrowing authorities and credit documents.
- Created loan files for each borrower based upon First American Bank's guidelines.

CERTIFICATIONS**Texas Municipal Clerks Certification Program:**

- **Texas Registered Municipal Clerk – January 2021**

Change Management Certification:

- **Prosci's Change Management Practitioner – December 2018**

Court Clerk Related Certifications:

- **National Center for State Courts - Institute for Court Management Fellow – May 2018**
- **National Center for State Courts - Institute for Court Management Certified Court Executive (CCE) – June 2017**
- **National Center for State Courts – Institute for Court Management Certified Court Manager (CCM) – August 2016**
- **Texas Certified Municipal Court Clerk (CMCC) – February 2013 (#53 in the State)**
- **State of Texas Commissioned Notary Public – 2008 to Present**

FEMA Certifications:

- **ICS-100: Introduction to the Incident Command System for Federal Workers – Sept. 2013**
- **ICS-200: Single Resources and Initial Action Incident – Sept. 2013**
- **ICS-300: Intermediate ICS for Expanding Incidents for Operational First Responders – Dec. 2013**
- **ICS-400: Intermediate ICS for Command and General Staff, Complex Incidents and MACS for Operational First Responders – Nov. 2017**
- **ICS-700: Introduction to the National Incident Management System (NIMS) – Aug. 2013**

TCIC/NCIC Certifications:

- **CJIS Level 4 Security Awareness Certification– Recertified February 2022**

Justice Information Management System of Harris County Certifications:

- **SETCIC Warrant Entry – July 2013**
- **SETCIC Warrant Inquiry – July 2013**

INVOLVEMENT

Organization: Texas Association for Court Administration (TACA) – March 2020 to Present
Involvement: Member

Organization: Texas Court Clerks Association (TCCA) - January 2008 to Present
Involvement: Internal Audit Chair (State Level): October 2018 – October 2019; Director at Large (State Level): January 2014 – December 2017; Gulf Coast Chapter Vice President – January 2015 to December 2015; Certification & Education Committee (State Level): February 2013 – February 2020; Certification Program Financial Manager (State Level): January 2013 – December 2016; Instructor – June 2012 to Present; Membership Committee (State Level): October 2012 – December 2013; Public Relations Committee (State Level): October 2012 – 2015; and Publications Committee (State Level): October 2011 – December 2017

Organization: Texas Municipal Clerks Association (TMCA) – January 2019 to Present
Involvement: Member

Organization: National Association for Court Management (NACM) – August 2016 to Present
Involvement: Member

Organization: City of Sugar Land
Involvement: Appointed by City Manager and Executive Team to serve on the following committees: City Manager’s Employee Ethics Task Force – Committee Chair (2016); Benefits Committee (2015 – 2016); Multicultural Committee (2013 – 2016); and Legislative Liaison Committee (2013 – 2016)

Organization: Fort Bend Chamber of Commerce Leadership Forum – September 2015 – May 2016
Purpose: To increase the participant's knowledge of Fort Bend County, while establishing valuable community relationships and resources. The Leadership Forum also developed leadership skills that enhanced the participants’ values personally, professionally and as a community stakeholder.

Organization: Texas Municipal Courts Education Center (TMCEC) – June 2012 to August 2019
Involvement: Faculty/Instructor for Court Clerk Programs provided by TMCEC

Organization: Leadership Killeen (Sponsored by the Greater Killeen Chamber of Commerce) – September 2011 to May 2012
Purpose: To build future leaders with core leadership principles; engage leaders with key skill sets; and ensure leaders were equipped with the right values and ethics to lead.

AWARDS/ACTIVITIES

Texas Court Clerks Association – Award of Excellence, October 2016

Texas Court Clerks Association – Extraordinary Achievement Award, October 2013

Texas Court Clerks Association - Distinguished Service Award, October 2012



APPOINTMENT OF A COURT ADMINISTRATOR

RS-22-091

June 21, 2022

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Background

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- ❑ Municipal Court Vacancy
 - ❑ April 1, 2022 – Previous Court Administrator retired
- ❑ Recruitment
 - ❑ Posted on the City’s website, the Texas Municipal League, Texas Municipal Court Education Center, and Texas Court Clerk Association websites
 - ❑ The City solicited twenty-two (22) candidates
 - ❑ In person interviews took place on March 17, 2022 – no selection
 - ❑ Reposted the position and solicited twenty (20) candidates
 - ❑ In person Interview took place on June 13, 2022
- ❑ The City Manager selected Jamie Brew as the Court Administrator

Candidate Information

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❑ Education

- ❑ Bachelors of Business Administration degree - Texas A&M University in College Station
- ❑ Masters of Business Administration - University of Mary Hardin-Baylor

❑ Experience

- ❑ Fourteen (14) years of municipal court experience
- ❑ In 2007, began Municipal Court experience with the City of Killeen as a Compliance/Collections Manager, and within three years, she was promoted to Clerk of the Court (Municipal Court Administrator)
- ❑ Municipal Court Administrator for the City of Sugarland and promoted to Assistant Director of Finance.
- ❑ Municipal Court Administrator for the City of Coppell
- ❑ Justice Court Services Director for Harris County

Candidate Information (Continued)

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- Certifications, Associations, and Awards
 - Texas Registered Municipal Clerk certification
 - Prosci's Change Management Practitioner certification
 - Member of the Texas Association for Court Administration
 - Member of the Texas Municipal Clerks Association
 - Member of the National Association for Court Management
 - Award of Excellence
 - Extraordinary Achievement Award
 - Distinguished Service Award

Alternatives

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- ❑ To not approve the appointment of Jaime Brew as the City of Killeen's Court Administrator
- ❑ To approve the appointment Jaime Brew as the City of Killeen's Court Administrator

Staff Recommendation

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Staff recommends the second alternative, approving the appointment of Jaime Brew for the Court Administrator with the City of Killeen



City of Killeen

Staff Report

File Number: RS-22-092

1	City Council Workshop	06/21/2022	Reviewed and Referred	City Council	06/28/2022
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Consider a memorandum/resolution renewing Group Employee Medical and Pharmaceutical Benefits with United Healthcare and employee dental insurance with MetLife, effective October 1, 2022.

DATE: June 21, 2022

TO: Kent Cagle, City Manager

FROM: Eva Bark, Executive Director of Human Resources

SUBJECT: AGREEMENT WITH UNITED HEALTHCARE FOR GROUP MEDICAL AND RX BENEFITS AND MELIFE FOR DENTAL INSURANCE

BACKGROUND AND FINDINGS:

The City of Killeen offers medical and dental insurance as part of its employee benefits package. Currently, approximately 973 employees select the City's medical insurance plans. In addition, we have 1,187 employees who elect the City's dental insurance plans.

All benefits provided to City of Killeen employees are reviewed annually to ensure that both the City and employees are receiving the best product for the best price. The City currently pays 100% of the medical premiums for the employee only on the lowest plan option. Employees may purchase additional medical coverage for eligible family members or dependents at their added expense. The City's current medical carrier is United Healthcare (UHC), and the City offers two medical plans: An Exclusive Provider Organization (EPO) Plan, traditionally known as a Copay plan, and a High Deductible Health Plan (HDHP), with a health savings component. Due to anticipated huge increases based upon claims performance, the City requested renewal quotes from UHC in order to determine its vulnerability in the market, and to determine if renewing with UHC would be more advantageous than going out for bid inside a rapidly changing environment.

In partnership with the City's Employee Benefits Consultant, Lockton Dunning, a benchmark study was completed to determine how changes in the plan design and contributions would impact cost for both the City and the employees. The initial estimated annual expense for FY 2022 healthcare is \$6,263,796 and if we do not make any plan design, contribution, or eligibility changes, the expense for FY 2023 will be \$7,058,305.

The City's current dental carrier is MetLife and offers employees two dental plans. Approximately 1,187 employees elect the City's dental insurance plan, and the City pays 100% of dental premium for employee only coverage on the lowest plan option. Employees may purchase additional dental care coverage for eligible family members or dependents at their added expense. Last year, MetLife committed to a two (2) year rate guarantee with an increase cap of 5% if we choose to renew in the third year. The annual expense for FY 2023 Dental will be \$271,398, same cost as FY 2022.

Plan Changes and Cost

FY 2022 initial estimated cost: **\$6,263,796**

No changes cost: **\$7,058,305**

Remove Gatekeeper cost: **\$7,380,961**

Remove the Gatekeeper and include minor changes to the plan cost: **\$7,016,486**

- Add deductible and coinsurance to Emergency Room on the EPO Copay Plan and add specialty tier RX cost share to both plans;
- Add copay to Primary Care Physician (PCP) and Specialist Care Physician benefit, after deductible, to the HDHP;
- Change retiree HSA Plan to maximum limits;
- Add \$5 to EPO contribution; keep HSA employee % subsidy the same;
- Remove spouses and dependents of non-active retiree coverage;
- Remove retirees with eligible coverage with current employer from the City's healthcare plan.

City of Killeen Cost:

FY 2022 initial estimated cost: **\$4,683,640**

No changes cost: **\$5,277,556**

Remove Gatekeeper costs: **\$5,518,324**

Remove the Gatekeeper and include minor changes to the plan cost: **\$5,364,045**

- Add \$5 to EPO contribution; keep HSA employee % subsidy the same;
- Remove spouses and dependents of non-active retiree coverage;
- Remove retirees with eligible coverage with current employer from the City's healthcare plan.

After a thorough analysis of the medical insurance options, staff recommends Plan Design, Contribution, and Eligibility changes listed above, as staff feels that these options provide the most effective, one with less disruption, and most competitive medical and pharmaceutical package for the City and employees. Implementing these change options reduces the anticipated cost increase by a total of \$364,475.

Recommended Option Explanation:

- Currently, on the EPO Plan, employees pay a \$650 co-pay when utilizing the emergency room and the proposal is for employees to continue paying \$650 when utilizing the emergency room, in addition paying 30% after meeting the deductible of \$3,500 for individual or \$10,500 for family. In addition, employees currently pay an applicable co-pay for specialty drugs and the proposal is for employees to pay 25% up to max of \$150 instead of the applicable co-pay.
- Employees on EPO Plan will contribute an additional \$5.00 to the plan per month.
- Currently, on the HDHP, employees pay 30% on the cost to see a primary care physician (PCP) or specialty care physician (SCP). The proposal is to implement a co-pay (\$25 for PCP, and \$75 for SCP) after the deductible is met on this plan. This is an out-of-pocket cost savings for participants in the plan. In addition, employees currently pay an applicable co-pay for specialty drugs and the proposal is for employees to pay 25% up to max of \$150 instead of the

applicable co-pay.

- Do not offer spouses and dependents of non-active retiree coverage on the City's healthcare plan, as of October 1, 2022.
- Remove retirees with eligible coverage with current employer from the City's healthcare plan, effective October 1, 2022.
- Offer only the HDHP to new retirees and grandfather current retirees who are on both plans.

Dental

The annual expense for FY 2023 Dental will be \$271,398, same cost as FY 2022.

THE ALTERNATIVES CONSIDERED:

Alternatives considered:

1. Make no changes for a cost of \$7,058,305
2. Remove Gatekeeper for a cost of \$7,380,961
3. Remove Gatekeeper and make the following plan design and contribution changes for a cost \$7,016,486
 - a) Add deductible and coinsurance to Emergency Room on the EPO Copay Plan and add specialty tier RX cost share to both plans;
 - b) Add copay to Primary Care Physician (PCP) and Specialist Care Physician benefit, after deductible, to the HDHP;
 - c) Change retiree HSA Plan to maximum limits;
 - d) Add \$5 to EPO contribution; keep HSA employee % subsidy the same;
 - e) Remove spouses and dependents of non-active retiree coverage;
 - f) Remove retirees with eligible coverage with current employer from the City's healthcare plan.

Which alternative is recommended? Why?

Approve the last alternative to remove gatekeeper, add deductible and coinsurance to Emergency Room on the EPO Copay Plan and add specialty tier RX cost share to both plans; to add copay to Primary Care Physician (PCP) and Specialist Care Physician benefit, after deductible, to the HDHP; Change retiree HSA Plan to maximum limits; to add \$5 to EPO contribution; keep HSA employee % subsidy the same; to remove spouses and dependents of non-active retiree coverage; and remove retirees with eligible coverage with current employer from the City's healthcare plan, effective October 1, 2022 because it is a cost-effective plan and has the least employee disruption to care and pharmacy.

CONFORMITY TO CITY POLICY:

Yes.

FINANCIAL IMPACT:

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

The medical insurance plan proposed reflects a total cost increase of \$752,690 to the City based on the average of 973 full-time employees per month who are eligible to participate in medical insurance. To include an additional savings of \$130,000 for not offering the City's plan to non-active retirees' spouses and dependents and for removing retirees with employer coverage from the City's plan. The new contract will be effective October 1, 2022. Costs for healthcare are included into the City's FY 2023 proposed budget, which will be delivered to the City Council on July 5, 2022.

- Initial estimated healthcare cost (FY 22): \$6,263,796
- Proposed healthcare cost (FY 23): \$7,016,486 for removing the gatekeeper, plan design, contribution, and removing non-active retirees' spouses and dependents from City's plan and for removing retirees with eligible coverage with current employer from City's plan.

Is this a one-time or recurring expenditure?

Recurring

Is this expenditure budgeted?

Yes, funds are available in each department/division's personnel service accounts xxx-xxxx-xxx.4082 (medical) and 4083 (dental).

If not, where will the money come from?

N/A

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

Yes

RECOMMENDATION:

Staff recommends the City Council approve removing the gatekeeper; add deductible and coinsurance to Emergency Room on the EPO Copay Plan and add specialty tier RX cost share to both plans; to add copay to Primary Care Physician (PCP) and Specialist Care Physician benefit, after deductible, to the HDHP; Change retiree HSA Plan to maximum limits; to add \$5 to EPO contribution; keep HSA employee % subsidy the same; to remove spouses and dependents of non-active retiree coverage; and remove retirees with eligible coverage with current employer from the City's healthcare plan, with a cost of \$7,016,486 and authorize the City Manager or designee to execute an agreement with United Healthcare effective October 1, 2022, and that the City Manager or designee is further authorized to execute any necessary change orders in accordance with state and local law.

DEPARTMENTAL CLEARANCES:

Finance

Legal

ATTACHED SUPPORTING DOCUMENTS:

N/A



FY 2023 PLAN YEAR BENEFITS RENEWAL

RS-22-092

June 21, 2022

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Background

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- City's contribution
- Current providers
 - ▣ United Healthcare (UHC) – Healthcare
 - Employee medical plans participation: 973
 - ▣ MetLife – Dental
 - Employee dental plans participation: 1,187
- City requested renewal quotes from UHC
- Benchmark study was completed

Plan Design, Contribution, and Eligibility Options for FY 2023

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Plan Options	FY 22	FY 23	Increase FY 22 to FY 23
Option 1: Keep current plan with no changes	\$6,263,796	\$7,058,305	\$794,509
Option 2: Remove Gate Keeper		\$7,380,961	\$1,117,165
Option 3: Remove Gate Keeper and Mitigate Cost Increase with Minor Changes		\$7,016,486	\$752,690

By making minor plan design, contribution, and eligibility changes, we can mitigate the cost increase by \$364, 475

HDHP Plan Design Changes

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	Current Plan CDHP	Proposed CDHP-Active/Retiree Pre-10/1
General Plan Information	In-Network	In-Network
Annual Deductible	Embedded	Embedded
Individual/Family	\$2,800 / \$5,600	\$2,800 / \$5,600
Health Reimbursement	N/A	N/A
Coinsurance (Carrier / Member)	70%/30%	70%/30%
Out of Pocket Maximum (Individual/Family)	\$6,600/\$13,200	\$6,600/\$13,200
Benefit Provisions		
PCP Office Visit/Exam	30% after deductible	\$25 copay after deductible
Specialist Visit/Exam	30% after deductible	\$75 copay after deductible
Urgent Care	30% after deductible	30% after deductible
Emergency Room	30% after deductible	30% after deductible
Outpatient Hospital	30% after deductible	30% after deductible
Inpatient Hospital	30% after deductible	30% after deductible
Prescription Drug Benefits		
Prescription Drug Deductible	None	None
Generic	30%	30%
Brand (Formulary/Preferred)	30%	30%
Brand (Non-formulary/Non-Preferred)	30%	30%
Preferred Specialty	30%	25% after deductible up to max of \$150

Add copay to Primary Care and Specialists visits

Example: Doctor's Visit: \$130

FY 22: Employee pays \$130 up to \$2,800, then \$39 up to \$6,600

FY 23: Employee pays \$130 up to \$2,800, then employee pays \$25 to visit PCP and \$75 to visit a Specialist up to \$6,600

Add specialty preferred prescription tier with cost share

Example: Humira Pen costs \$9,201.70

FY 22: Employee pays \$2,800+\$1,920.51=\$4,720.51 then \$2,760.50 up to \$6,600

FY 23: Employee pays deductible \$2,800, then pays \$150 per script up to \$6,600

EPO Copay Plan Design Changes

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	Current Plan EPO	Proposed EPO-Active/Retiree Pre-10/1
General Plan Information	In-Network	In-Network
Annual Deductible	Embedded	Embedded
Individual/Family	\$3,500/\$10,500	\$3,500/\$10,500
Health Reimbursement	N/A	N/A
Coinsurance (Carrier / Member)	70%/30%	70%/30%
Out of Pocket Maximum(Individual/Family)	\$8,150/\$16,300	\$8,150/\$16,300
Benefit Provisions		
PCP Office Visit/Exam	\$25 copay	\$25 copay
Specialist Visit/Exam	\$75 copay	\$75 copay
Urgent Care	\$50 copay	\$50 copay
Emergency Room	\$650 copay	\$650 copay, 30% after deductible
Outpatient Hospital	30% after deductible	30% after deductible
Inpatient Hospital	\$250 copay then, 30% after deductible	\$250 copay then, 30% after deductible
Prescription Drug Benefits		
Prescription Drug Deductible	None	None
Generic	\$15 copay	\$15 copay
Brand (Formulary/Preferred)	\$35 copay	\$35 copay
Brand (Non-formulary/Non-Preferred)	\$70 copay	\$70 copay
Preferred Specialty	Applicable Copay	25% up to max of \$150

Add deductible and coinsurance to Emergency Room

Example: Emergency Room Visit Cost \$3,000

FY 22: Employee pays \$650

FY 23: Employee pays \$650, plus \$900
(\$3,000 * 30% = \$900)

Total: \$1,550

Add specialty preferred prescription tier with cost share

Example: Humira Pen costs \$9,201.70 with applicable copay \$60)

FY 22: Employee pays \$60, up to \$8,150

FY 23: Employee pays \$150 up to \$8,150 **342**

Medical Plan Premium Contribution Changes

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	FY22 Employee Monthly Premium	FY23 Employee Monthly Premium	Employee Increase	FY22 Employer Monthly Premium	FY23 Employer Monthly Premium	Employer Increase	FY22 Employer Monthly HSA Contribution	FY23 Employer Monthly HSA Contribution	Employer Increase
<i>Medical Plan I (HDHP w/HSA)</i>									
Employee Only	\$0.00	\$0.00	\$0.00	\$376.06	\$429.31	\$53.25	\$112.75	\$112.75	\$0.00
Employee/Spouse	\$479.38	\$479.38	\$0.00	\$407.66	\$533.28	\$125.62	\$112.75	\$112.75	\$0.00
Employee/Children	\$157.12	\$157.12	\$0.00	\$384.54	\$461.25	\$76.71	\$112.75	\$112.75	\$0.00
Employee /Family	\$611.14	\$611.14	\$0.00	\$421.56	\$567.79	\$146.23	\$112.75	\$112.75	\$0.00
<i>Medical Plan II (Co-Pay)</i>									
Employee Only	\$25.00	\$30.00	\$5.00	\$455.32	\$501.04	\$45.72	NA	NA	NA
Employee/Spouse	\$615.22	\$620.22	\$5.00	\$518.80	\$633.55	\$114.75	NA	NA	NA
Employee/Children	\$220.04	\$225.04	\$5.00	\$472.44	\$540.57	\$68.13	NA	NA	NA
Employee /Family	\$783.64	\$788.44	\$5.00	\$536.56	\$690.97	\$134.41	NA	NA	NA

Contribution Changes

Plan 1: HDHP - No change to contribution

Plan 2: EPO (Copay Plan) – Employee will contribute an additional \$5

Eligibility Changes

7

Eligibility Changes, effective October 1, 2022

- ❑ Spouses and dependents of non-active retirees, will not be covered on the City's healthcare plan
- ❑ Retirees who have coverage available to them through their current employer will not be covered on the City's healthcare plan.
- ❑ Only offer the HDHP to new retirees and grandfather current retirees who are enrolled in the EPO (Copay) Plan.

Dental Plan Premium Contributions - No Changes

	FY22 Employee Monthly Premium	FY23 Employee Monthly Premium	Employee Increase	FY22 Employer Monthly Premium	FY23 Employer Monthly Premium	Employer Increase
<i>Dental Plans</i>						
<i>Low Plan (Orthodontia to age 26)</i>						
Employee Only	\$0.00	\$0.00	\$0.00	\$19.38	\$19.38	\$0.00
Employee/Spouse	\$23.72	\$23.72	\$0.00	\$19.38	\$19.38	\$0.00
Employee/Children	\$28.00	\$28.00	\$0.00	\$19.38	\$19.38	\$0.00
Employee /Family	\$57.24	\$57.24	\$0.00	\$19.38	\$19.38	\$0.00
<i>Dental Plans</i>						
<i>High Plan (Orthodontia any age)</i>						
Employee Only	\$4.40	\$4.40	\$0.00	\$19.38	\$19.38	\$0.00
Employee/Spouse	\$24.72	\$24.72	\$0.00	\$19.38	\$19.38	\$0.00
Employee/Children	\$39.00	\$39.00	\$0.00	\$19.38	\$19.38	\$0.00
Employee /Family	\$73.50	\$73.50	\$0.00	\$19.38	\$19.38	\$0.00

Staff Alternatives

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1. Make no changes for a cost of \$7,058,305
2. Remove Gatekeeper for a cost of \$7,380,961
3. Remove Gatekeeper and make minor plan design, contribution, and eligibility changes for a cost \$7,016,486

Staff Recommendation

Staff recommends the City Council to approve the option with removing the gatekeeper, make plan, contribution, and eligibility changes for a cost of \$\$7,016,486; and authorize the City Manager or designee to execute an agreement with United Healthcare effective October 1, 2022, and that the City Manager or designee is further authorized to execute any necessary change orders in accordance with state and local law.



City of Killeen

Staff Report

File Number: RS-22-094

Consider a memorandum/resolution readopting the Governing Standards and Expectations as amended.

DATE: June 28, 2022

TO: Kent Cagle, City Manager

FROM: Holli Clements, Deputy City Attorney

SUBJECT: Readopting amended Governing Standards and Expectations

BACKGROUND AND FINDINGS:

The Governing Standards and Expectations were first adopted by the City Council in 2018. It serves as a single-source reference containing the City Council's rules, protocols, procedures, policies and expectations for itself, committee members, staff and the public. Section 7-20 provides that the Governing Standards will be reviewed annually after a new City Council is seated.

The City Council discussed proposed revisions at its work session on June 21, 2022 and directed that the following changes be brought back for consideration:

- Section 1-50 (a)(8): add language that allows for Mayor and Councilmembers to have one (1) minute to respond to citizen comments with a statement or explanation without engaging in dialogue.
- Section 1-80 (b): clarify that the Mayor Pro Tem shall not vote when presiding in the absence of the Mayor unless in the event of a tie vote among Councilmembers.
- Section 2-60: increase the number of meetings supported by city resources for the Mayor and each Councilmember from one to three meetings per calendar year.
- Section 2-60 (a): add the Killeen Civic and Conference Center Boardroom and the Killeen Arts and Activity Center to the list of meeting spaces that can be used for non-political Mayor- or Councilmember-sponsored meetings.
- Section 2-60 (c): add language reflecting the creation of a shared calendar for City Council town hall events that will be managed by the City Manager or Assistant City Manager.
- Section 2-70: remove the section that currently states that no city tax dollars will be used to support non-city events by purchasing tables or seats at fundraising events.
- Section 2-80: add both the annual Juneteenth Festival and the annual Juneteenth Parade to the specific list of events where the City will provide in-kind non-monetary services.
- Section 3-10 (f): amend the section to reflect a new process for making Councilmember appointments to committees and subcommittees that includes the mayor having the first

choice of three (3) committees, followed by councilmembers in tenure order selecting one committee each, followed by additional round(s) of Councilmembers selecting committees until all committee appointments are filled. For the purpose of this section, tenure shall mean time in current office without a break from the time of election or appointment to present. In the event that tenure of Councilmembers is the same, the order of those Councilmembers' selections will be based on the number of votes received when elected in highest to lowest order.

- Section 3-20 (f): update to reflect that the Animal Advisory Committee does have a City Council subcommittee.

THE ALTERNATIVES CONSIDERED:

The City Council may: 1) continue discussions for further amendments to the Governing Standards and Expectations; or 2) readopt the Governing Standards and Expectations as amended.

Which alternative is recommended? Why?

It is recommended that the City Council readopt the Governing Standards and Expectations as amended based on Council direction on June 21, 2022.

CONFORMITY TO CITY POLICY:

The City Charter provides that the City Council may enact rules or procedures for all meetings of the City Council. The Governing Standards and Expectations provide for annual review of the document.

FINANCIAL IMPACT:

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

There is no expenditure related to this item.

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 recommends that the City Council readopt the Governing Standards and Expectations as amended.

DEPARTMENTAL CLEARANCES:

N/A

ATTACHED SUPPORTING DOCUMENTS:

Amended Governing Standards and Expectations



~~City of~~
~~Killeen~~ Governing
Standards and
Expectations

GOVERNING STANDARDS AND EXPECTATIONS

ADOPTED VIA RESOLUTION 18-052R
6/27/2018

PREFACE

The following is a single source reference document enumerating the Killeen City Council's Protocols, Rules of Order and Procedure, and Policies. The protocols and guidelines included in this reference document have been formally adopted by the City of Killeen City Council.

The Killeen City Council believes that effective municipal governance requires that individual Councilmembers adhere to a general set of principles when dealing with each other and the public. Furthermore, the City Council desires to conduct its meetings in a manner that is respectful, effective and efficient, while fostering an environment that is fair, open and responsive to the needs of the community.

As an elected official and representative of the City of Killeen, it is expected that you will:

- ❖ Respect the opinions of fellow Councilmembers, be well-informed on issues and participate in the deliberations of the Council.
- ❖ Accept responsibility to attend all Council meetings and work sessions.
- ❖ Provide appropriate notification to the Mayor and City Manager of an absence as soon as possible prior to the meeting time.
- ❖ Not disclose information which is confidential and, when asked by the public for information that is still confidential, will state that the information is confidential.
- ❖ Make every attempt to resolve any conflict with a fellow Councilmember prior to bringing the conflict to the attention of the Council.
- ❖ Assist in preserving order and decorum.
- ❖ Neither by conversation or otherwise delay or interrupt the proceeding or refuse to obey the orders of the Mayor or presiding officer or the rules of the City Council.
- ❖ Expect to be informed of all issues and data in a timely manner.

COUNCIL MEETING EXPECTATIONS:

Each Councilmember will:

- ❖ Endeavor to make the citizens comfortable and part of the process at the meetings.
- ❖ Make visitors comfortable by being courteous and respecting their opinions.
- ❖ Do their best to communicate in clear, concise and audible language and written communications.
- ❖ Strive to maintain a tone of voice that is courteous and sincere.
- ❖ Honor and act on all requests for action and/or information in a timely and courteous manner.
- ❖ Discuss issues, but not personalities, with non-Councilmembers. After an issue has been voted on, a councilmember will speak in a manner that does not undermine the integrity or motives of the Council.

COUNCIL FINAL AUTHORITY ON GUIDELINES: All questions regarding these guidelines shall be resolved by a majority vote of the City Council, present and voting.

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GOVERNING STANDARDS AND EXPECTATIONS

DIVISION 1. MEETINGS

Sec. 1-10. Authority

Pursuant to the provisions of the Charter of the City of Killeen, Texas, the City Council may enact rules of procedure for all meetings of the City Council of the City of Killeen, Texas, which shall be in effect upon their adoption by the City Council and until such times as they are amended or new rules adopted.

Sec. 1-20. City Council Agenda

- (a) The City Manager is responsible for creating, processing and distributing the agenda and agenda materials for City Council meetings.
- (b) The Mayor or a councilmember may direct the City Manager in writing, using the attached form (Attachment "A"), to place an item on the next available work session agenda to introduce the topic to the City Council. Items must be submitted to the City Manager no later than noon on the Monday proceeding the week of the City Council work session meeting, and must contain adequate detail of the request to allow for proper posting under the Open Meetings Act. The City Council may discuss the item when presented, and if a majority of Council agrees that further discussion of the item is warranted, the item will be placed on a future agenda for more detailed discussion and staff work, if necessary. If Council does not agree that further discussion is warranted, the item may not be introduced again within six months unless either directed by a majority of the City Council to the City Manager during any scheduled regular or special meeting or work session, or directed by the Mayor and one Councilmember in writing to the City Manager. In all cases, at least one member of the City Council who is requesting that the item be renewed on an agenda shall have been on the prevailing side of the previous vote on the item. The Mayor or City Manager may also place an item on the agenda if they believe it is of general interest or necessary to carry out business.
- (c) A majority of the City Council, during any scheduled regular or special meeting or work session, may direct the City Manager to place an item on a future agenda.
- (d) Agenda items placed on the agenda by the Mayor or members of the City Council previously considered and whereby action was taken by the City Council may not be placed on a future agenda within six months of such action unless either directed by a majority of the City Council to the City Manager during any scheduled regular or special meeting or work session, or directed by the Mayor and one Councilmember in writing to the City Manager. In all cases, at least one member of the City Council who is requesting that the item be renewed on an agenda shall have been on the prevailing side of the previous vote on the item.
- (e) In order to provide Councilmembers ample time to review items and submit questions in advance, the agenda and all supporting documentation shall be presented to the City Council on or before the Wednesday before the work session at which the agenda will be discussed. Any information not available at that time shall be sent to Councilmembers as a supplement as soon as possible before the meeting. Agendas and supporting documentation for regular meetings shall be presented to the City Council on or before the Friday before the meeting.

Sec. 1-30. Types of Meetings

- (a) *Regular Meetings:* A regular meeting is one during which the City Council takes official action. They are held on the second and fourth Tuesday of each month, unless the meeting is rescheduled or cancelled. The Mayor has the authority to establish the start time for any regular meeting.
- (b) *Work Session Meetings:* A work session is a meeting to discuss or explore matters of interest to the City, review and discuss agenda items, and/or meet with City boards, commissions or committee members, or City Staff. These meetings are informational and no formal action shall be taken unless the posted agenda indicates otherwise, although Council may provide direction to the City Manager via Motions of Direction. The Mayor may allow any citizen to participate in the discussion at a work session, but only as recognized by the Mayor. The Mayor may end citizen participation in a work session in order to allow the City Council to proceed with discussion. A work session will normally be scheduled on the first and third Tuesday of each month. The Mayor has the authority to establish the start time for any work session meeting.
- (c) *Special Meetings:* Per City of Killeen Charter sec. 34, special meetings may be called by the Mayor or by a majority of the Council. The call for a special meeting shall be filed with the City Secretary in written form, except that announcement of a special meeting, during any regular meeting at which all members are present, shall be sufficient notice of such special meeting. The call for a special meeting shall specify the day and the hour of the special meeting and shall identify the subject or subjects to be considered.
- (d) *Emergency Meeting:* In case of emergency or urgent public necessity, as defined by State law and confirmed by the City Attorney, which shall be expressed in the notice of the meeting, an emergency meeting may be called by the Mayor or City Manager, and it shall be sufficient if the notice is posted at least two hours before the meeting is convened.
- (e) *Closed Meeting:* The City Council may meet in a closed meeting under conditions allowed by applicable law. Details discussed in closed meetings shall be considered confidential and shall not be discussed or disclosed outside the meeting.
- (f) *Recessed Meetings.* Any meeting of the City Council may be recessed to a later time provided that no recess shall be for a period longer than twenty-four hours from the time the meeting is recessed.

Sec. 1-40. Quorum

A quorum at any meeting of the City Council will be established by the presence of four members of Council. The Mayor shall not count as a Councilmember for the establishment of a quorum.

Sec. 1-50. Order of Business

Regular City Council meetings will be generally conducted in the following order, unless otherwise specified. An executive session may be held at any time during a meeting pursuant to applicable State law.

- (a) *Agenda Format.* The Agenda shall provide for the following topics or subjects to be considered by

the City Council in the following order:

1. CALL TO ORDER: This section shall note the time and place of the meeting.
2. ROLL CALL: This section shall note the attendance of the Mayor, City Councilmembers, City Manager, City Attorney, City Secretary and Sergeant at Arms.
3. INVOCATION: This section shall note the opening prayer. (See sec. 4-140 for invocation policy).
4. PLEDGE OF ALLEGIANCE: This section shall note the observance of our national pledge.
5. APPROVAL OF THE AGENDA: This section shall approve of the order and content of the agenda. The Mayor or any Councilmember may ask for the order and/or content of the agenda to be modified under this item upon consent of a majority of the Council.
6. PRESENTATIONS. This section shall provide for any items to be submitted to the Council which are: proclamations; items not requiring extensive discussion; items requesting information or items requesting future action by the Council. No item requiring action by the Council shall be placed under this section.
7. CITIZENS PETITIONS AND INFORMATION: This section allows presentations by citizens of Killeen who are not currently in, or threatening civil or criminal litigation with, the City of Killeen or any of its officers or officials, or with whom litigation is reasonably anticipated. However, citizens who are currently involved or threatening litigation against the City may still address the council on issues wholly unrelated to the subject matter of the litigation. Individuals should address their petitions and presentations to the City Council and refrain from personally addressing individual members of the Council. Councilmembers cannot discuss items presented under this agenda item or take any action other than consideration of whether to place the item on a future agenda as a discussion item, or refer to staff for research and possible future action. Presentations may cover only one topic, must be related to City business, and shall be limited to 3 minutes, unless the Presiding Officer allows a one (1) minute extension, if requested by the speaker at the end of the original three (3) minute period. A majority vote of the City Council is required for any other time extensions. Presentations must be scheduled and audio-visual materials requiring the use of equipment for presentation must be submitted through the City Manager's office by 2:00 p.m. on the Monday of the week preceding the Council meeting at which the citizen wishes to speak. Citizens may only make one presentation per meeting.
8. CITIZENS COMMENTS ON AGENDA ITEMS: This section allows members of the public to address the Council regarding any item, 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 three (3) minutes. The Presiding Officer may allow a one (1) minute extension, if requested at the end of the original three (3) minute period. A majority vote of the City Council is required for any other 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.
9. CONSENT AGENDA: This section shall provide for items that require action by the Council,

but where no discussion is anticipated. By a single motion, second, and affirmative majority vote, items under this section are approved without further discussion or action. Items such as, but not limited to, the approval of minutes, approval of plats, awarding of bids and permits are eligible for consideration under this section.

10. RESOLUTIONS: This section shall provide for all resolution action items to be considered by the Council not provided for elsewhere on the agenda.
 11. ORDINANCES: This section shall provide for all ordinance action items to be considered by the Council not provided for elsewhere on the agenda.
 12. PUBLIC HEARINGS: This section shall provide for Council consideration of any public hearings related to such hearings if action is required. Public hearings shall be conducted in the following manner:
 - a. Reading of the caption of the ordinance (if applicable)
 - b. Staff presents report.
 - c. City Councilmembers may ask Staff questions. Councilmembers shall not use this time to indicate support or opposition for the matter before the City Council.
 - d. The applicant then has the opportunity to present comments, testimony, and/or oral arguments. Only one person may represent the application during this section. (3 minute limit)
 - e. City Councilmembers may ask questions of the applicant.
 - f. The Chair opens the public hearing.
 - g. Upon opening the public hearing, and before any motion is adopted related to the merits of the issue to be heard, the Chair shall inquire if there is anyone present who desires to speak on the matter which is to be heard or to present evidence regarding the matter.
 - h. Members of the public are provided with the opportunity for comments and testimony in accordance with Section 1.50(c) of these Governing Standards and Expectations.
 - i. Mayor closes public hearing.
 - j. The applicant may be given the opportunity to respond to questions from the City Council and for closing comment or rebuttal.
 - k. The City Council deliberates and takes action as needed.
 - l. The Chair announces the final decision of the City Council as applicable.
 13. ADJOURNMENT: This section provides for the closure of the meeting.
- (b) *Agenda Deadline:* Any person desiring either to present an item for the City Councils' consideration or sign up to address the City Council during Citizens Petitions and Information shall do so in the City Manager's office not later than 2:00 p.m. on the Wednesday preceding the meeting or work session at which he/she wishes the subject to be considered.
- (c) *Public Participation:* Whenever a member of the public is recognized to address the Council on an ordinance, resolution, or public hearing item, the individual will be given 3 minutes to make comments. The Presiding Officer may allow a 1-minute extension, if requested by the speaker at the end of the original three (3) minute period. A majority vote of the City Council is required for any subsequent time extensions.

In order to expedite matters and to avoid repetitious presentations, whenever a group of people

wish to address the City Council on the same subject matter, those persons are encouraged to designate a spokesperson to address the City Council. The Mayor may extend the time allocation for a designated spokesperson if the persons for whom he or she speaks agree to yield their time to the spokesperson.

Sec. 1-60. Consideration of Ordinances, Resolutions and Motions

- (a) *Printed Form:* All ordinances and resolutions shall be presented to the Council only in written form.
- (b) *City Attorney to Approve:* All ordinances and resolutions shall be approved as to form and legality by the City Attorney.
- (c) *Recording of Votes:* The ayes and noes shall be taken upon the passage of all ordinances and resolutions and entered upon the official record of the City Council.
- (d) *Majority Vote Required:* Unless otherwise required by law, approval of every ordinance, resolution, or motion shall require the affirmative vote of a majority.

Sec. 1-70. General Procedures

- (a) *General Procedure:* General rules of parliamentary procedure as defined in this document and consistent with the City Charter and any applicable City ordinance, statute or other legal requirement, shall govern the proceedings of the City Council. To the extent not inconsistent with these rules, the City Council shall use Robert's Rules of Order as a general guideline for additional rules of parliamentary procedure without being a procedural requirement. However, failure to abide by, or adhere to, these rules shall not nullify or negate any action by the City Council. These rules of parliamentary procedure are intended solely as a guideline and tool, and are not intended to limit the inherent power and general legal authority of the City Council, or of its presiding officer, to govern the conduct of City Council meetings.
- (b) *Chair of Meeting:* The Mayor shall preside over all meetings of the City Council as the Chair and enforce these rules and procedures during a meeting. In the absence of the Mayor, the Mayor Pro Tem shall assume the Chair responsibility at the meeting. In the absence of the Pro Tem, the City Council will choose a Chair for the meeting.
- (c) *Authority of the Chair:* The Chair shall make decisions on questions of procedure, subject to review by the City Council as a whole as provided in Section 1-80(c)(4).
- (d) *City Council Deliberations:* The Chair has the responsibility to control the discussion and the order of speakers. Councilmembers will generally be called upon in the order of the request to speak. Generally, a Councilmember may not be recognized to speak subsequently until each Councilmember has had an opportunity to obtain the floor. A Councilmember holding the floor may address a question to another Councilmember and that Councilmember may, should they so choose, respond to the question while the floor is still held by the Councilmember asking the question.
- (e) *Limits to Deliberations:* After an agenda item is announced by the Chair, the City Council may discuss the item without the need for a motion on the item. Councilmembers will limit their comments to the subject matter or motion currently being considered. The intent of this policy is

not to limit debate, but rather to assist Councilmembers in their efforts to communicate effectively and concisely.

During work session meetings, each Councilmember shall have two (2) opportunities to speak on an agenda item, limited to five (5) minutes each. All Councilmembers will be permitted a third opportunity to speak if approved by a majority vote of the City Council. During regular or special meetings, each Councilmember shall have three (3) opportunities to speak on an agenda item, limited to three (3) minutes each. Responding to a request for clarification from another Councilmember or staff responses will not be included in the time allotments.

- (f) *Repetitious Comments Prohibited:* A speaker or Councilmember shall not present the same or substantially the same items or arguments to the City Council repeatedly or be repetitious in presenting oral comments. A speaker or Councilmember shall not present an argument on a matter previously considered by the City Council at the same session.
- (g) *Obtaining the Floor:* Any member of the City Council wishing to speak shall first obtain the floor by making a request for the floor to the Chair. The Chair shall recognize any Councilmember who appropriately seeks the floor.
- (h) *Motions:* Motions submitted for a vote shall contain only one question. If two or more points are involved, any member may require a division, if the question reasonably admits of a division. Motions may be made and seconded by any member of the City Council except the Chair. The most common motions are as follows:
 - 1. Amending a motion. Any Councilmember may move to amend a pending motion. No more than two amendments may be made to a pending motion. The last amendment shall be voted on first.
 - 2. Postpone to a Certain Date. This motion is used to delay consideration of an item until a specified date, i.e., the next City Council meeting, etc.
 - 3. Postpone Indefinitely. This motion is used to delay consideration of an item until an unspecified date.
 - 4. Point of Order. Any Councilmember may raise a point of order at any time. A point of order means that the Councilmember is asking for a ruling on whether the rules of procedure are being followed. A point of order shall immediately be acknowledged by the Chair, and all debate must stop. The point of order shall first be made to the Chair for a ruling, stating the alleged violation with specificity. A point of order directed to the Chair does not require a second and is not subject to amendment. The Chair rules on the point of order. The member may appeal the Chair's ruling to the Council. The appeal requires a second and the person making the appeal may make a brief statement and the Chair may respond. An appeal may generally be debated by the Council, but each councilmember may speak only once. The Council may affirm or overrule the Chair's ruling by a majority vote of the Councilmembers present.
 - 5. Reconsideration. A councilmember who voted in the majority may move to reconsider an item that City Council has voted on. The motion and any action must be made immediately after the vote on the matter, and before the City Council has begun discussing or considering

any other business.

- (i) *Procedures for Motions:* The following is the general procedure for making motions:
 - 1. The item is presented by Staff or others, followed by questions and discussion by Councilmembers.
 - 2. A Councilmember who wishes to make a motion shall first obtain the floor.
 - 3. A Councilmember who wishes to second a motion shall do so through a request to the Chair.
 - 4. Before a motion can be discussed, it shall be seconded. If a motion does not receive a second after a reasonable time, a Councilmember may call for a “point of order,” which mandates that the motion receives an immediate second, or it dies.
 - 5. Once the motion has been properly made and seconded, the Chair shall open the matter for further discussion offering the first opportunity to the moving party and, thereafter, to any Councilmember properly recognized by the Chair. The Chair may participate in discussion.
- (j) *Continuance of Discussion or Hearings:* Any item being discussed or any public hearing at a City Council meeting may by motion be continued or tabled to any subsequent meeting.
- (k) *Communications with Applicants or Petitioners:* Any Councilmember’s communication with an applicant or petitioner outside of a public meeting regarding a matter that will come to City Council for a decision must be disclosed in writing and provided to the City Secretary prior to City Council discussion or deliberation of the action. Examples include but are not limited to discussion with a property owner regarding his or her rezoning request, or discussion with a vendor prior to bid award.
- (l) *Call for Recess:* The Chair shall call for a recess of ten (10) minutes at least every two (2) hours , or if requested by any two (2) Councilmembers.
- (m) *Call for the Vote:* A Councilmember may call for the vote, in essence to end discussion and debate, only when the Councilmember has obtained the floor. A Councilmember may make a motion calling for the vote, but not before each Councilmember that wishes to speak has had at least one opportunity, and the motion must receive a second. The motion is not debatable and a vote on the motion shall take place immediately after a second is received. The motion is approved only if two-thirds (2/3) of the Councilmembers in attendance approve. If the motion fails, debate shall continue. A subsequent motion to call for the vote may be made after additional discussion.
- (n) *No further discussion following a vote.* After a vote has been taken on an item, there shall be no further discussion of that item by the Mayor or a Councilmember during the meeting.
- (o) *Votes not to be taken twice.* It is the responsibility of each Councilmember to ask for clarification before a vote on any motion properly made and seconded. Once a vote has been taken, a second vote will not be held because of Councilmember error unless a Motion for Reconsideration is properly made.
- (p) *Concluding meetings.* In order to achieve effective decision making and sound judgment, and in consideration of citizen, guest and staff expectations, meetings shall not extend beyond 11:00 pm

except as provided herein. The Mayor or presiding officer shall not conclude a meeting when discussion of the item on the table is in progress. The Mayor or presiding officer shall allow discussion to continue until complete or a time when ending is appropriate. Meetings shall not end if a time sensitive matter that requires action by the City Council has not yet been considered.

Sec. 1-80. Decorum

- (a) *General:* During City Council meetings, Councilmembers shall preserve order and decorum, shall not interrupt or delay proceedings, and shall obey the rules of the City Council. Council Members shall demonstrate respect and courtesy to one another, to City Staff and to members of the public appearing before the Council. Councilmembers shall seek to phrase and communicate all writings, publications and speeches in a professional and constructive manner.

Members of the City Council will not condone any unethical or illegal activity from any Councilmember or members of the Staff. All members of the Council shall uphold the intent of this policy and govern their actions accordingly.

- (b) *Mayoral Responsibilities:*

1. *No vote.* The Mayor shall have a voice in all matters before the Council but shall only vote in accordance with City Charter provisions.
2. *Chair.* The Mayor shall serve as the Chair of all meetings. The Mayor Pro Tem shall preside in the absence of the Mayor. When presiding over any meeting, the Mayor Pro Tem shall only vote in instances where the Mayor could vote in accordance with Charter provisions.
3. *Preserve Order and Decorum.* The Chair is responsible for preserving order and decorum and shall keep the meetings orderly by recognizing each Member for discussion, encouraging civil debate among Members, and keeping discussion limited to the agenda item being considered.
4. *Encourage Participation.* The Chair will encourage all Councilmembers to participate in Council discussion and give each Member an opportunity to speak before any Member can speak again on the same subject.
5. *Official Spokesperson.* The Mayor is the official spokesperson for the Council on all matters unless absent, at which time the Mayor Pro Tem or appropriate designee will assume the role. The views presented by the Mayor, or the Mayor Pro Tem in his/her absence, should provide equitable representation of all Councilmembers.

- (c) *Council Responsibilities*

1. *Be Prepared.* Each Councilmember is responsible for being prepared to discuss the agenda.
2. *Attendance.* Attendance at work sessions and meetings is essential to the effective execution of a Councilmember's duties. It is the responsibility of Councilmembers to be informed about action taken by the City Council in their absence. In the case of an absence from a work

session, the Councilmember is responsible for obtaining this information by viewing the recording of the work session prior to the City Council meeting during which the items are to be voted upon. The City Manager is responsible for maintaining an attendance log for the Mayor and each Councilmember, which is a public document.

3. *Decorum.* When addressing an agenda item, the Councilmember shall first be recognized by the Chair, shall confine comments to the question under debate, shall avoid reference to personalities, shall refrain from impugning the integrity or motives of any other Councilmember or Staff Member during debate or vote, and shall refrain from publicly implying or insinuating wrong-doing by another Councilmember or Staff Member without clear evidence of such behavior.
4. *Appeal.* Any Councilmember may appeal a ruling by the Chair to the Council as a whole. If the appeal is seconded, the person making the appeal may make a brief statement and the Chair may respond. An appeal may generally be debated by the Members, but each Member may speak only once. The affirmative vote of a majority of the Councilmembers present and voting shall be necessary to approve the motion to appeal.
5. *Enforcement of Policy.* Any Councilmember may ask the Chair to enforce the policy established by the Council. Should the Chair fail to do so, a majority vote of the Councilmembers present shall require the Chair to enforce the policy.
6. *Wait to be Recognized.* A member of the Council who wishes to be recognized shall request to speak and shall not proceed with remarks until recognized and named by the Chair of the meeting. Remarks shall be confined to the question before the Council.
7. *No Private Discussions.* While any other person who has been recognized by the Chair is speaking, other members shall not hold private discourse or in any manner interrupt the speaker. In all discussions, disrespectful language and behavior shall be avoided.
8. *Duty to Vote.* All Councilmembers must vote either in the affirmative or in the negative. A present member who does not vote will be officially recorded as a negative vote. When a Councilmember recuses oneself due to an actual or perceived conflict of interest and files the required affidavit, that Councilmember is not counted as present for quorum purposes and is not deemed to be “voting” for purposes of determining whether there has been a “majority vote of those voting and present.”
9. *Third Party Representation.* A Councilmember may not represent any third party before any City board or commission.
10. *Personal Communication Devices.* All personal communication devices should be placed in a silent mode during any City Council meetings. Personal communication devices shall not be used for communicating City-related business. If an individual is using his or her personal communication device during a meeting and a member finds it disruptive, he or she should inform the Mayor.
11. *Dress Code.* It is the policy of City Council to create a dignified and professional environment for City Council meetings. Therefore, all Councilmembers shall dress in a professional manner while attending a City Council meeting or work session, or while representing the City

in an official capacity as a member of the City Council.

(d) *Citizens' participation:* The following rules shall be in force for all persons in attendance at all meetings of Council:

1. *Rules of Decorum.* Persons attending City Council meetings should observe the same rules of propriety, decorum and good conduct as they would show in a courtroom, a place of worship, or at any other serious or solemn occasion during which matters of importance are being considered. Visitors will refrain from engaging in chatter, private conversations, and from making other distracting noises while the City Council is in session. Phones and other electronic devices should be set to off or silent mode. Visitors should not applaud, boo, clap, or otherwise audibly express approval or disapproval of the speech of another person in a manner likely to disturb the meeting.
2. *Addressing City Council.* Persons wishing to address the City Council on any matter listed on the agenda may be recognized by the Chair, provided the person has completed a Citizen Speaker Registration form, and presented it to the City Secretary prior to the beginning of the regularly scheduled City Council meeting or immediately following their address to the City Council. Speakers shall approach the lectern and give his/her name and city of residence before speaking. Speakers shall address the Mayor and City Council with civility that is conducive to appropriate public discussion. All public comments should be addressed through the Chair. Each speaker will be allowed three (3) minutes to speak. The Chair may allow a 1-minute extension, if requested by the speaker at the end of the original three (3) minute period. A majority vote of the City Council is required for any subsequent time extensions. No person shall be allowed to address the City Council more than one time per agenda item.
3. *Address Chair.* Persons may not engage in discussions with the City Council or staff during Council deliberations unless specifically asked a question by a Councilmember. Persons who have been asked a question by a Councilmember must be recognized by the Chair before being allowed to speak. The Chair may end any question and answer session between Councilmembers and a member of the public in order to facilitate the order of business.
4. *Printed Materials.* Persons may present printed material to the City Secretary to distribute to the City Council during a meeting.
5. *No Disruptions.* Persons attending City Council meetings shall remain seated or may stand in the back of the room and come and go so long as it does not disrupt the meeting. Persons in attendance shall not carry signs or placards. No person attending any City Council meeting shall delay the proceedings or refuse to obey the orders of the Chair.
6. *Removal.* Disturbances, transgressions of the rules or disorderly conduct in the City Council Chamber or other City Council meeting room may cause the transgressor to be removed from the meeting. The Chair of the meeting shall exercise control over persons who disrupt the meeting in the following order of action:
 - a. Call the person to order, advising that person of the infraction;
 - b. Advise the person that the infraction must cease immediately or the person will be ordered to leave the meeting;
 - c. Order the person to leave the meeting. A police officer may remove an individual or

individuals for disrupting a meeting as authorized by Texas Penal Code Section 42.05.

7. *Room Limitations.* Persons are encouraged to attend Council meetings; however, the number admitted shall be limited to the fire safety capacity of the Council Chamber as determined by the Fire Chief or designee. If the capacity is surpassed, the City Council may adjourn the meeting and move its proceedings to a location that will accommodate a larger number of participants, or may make a live broadcast of the proceedings available in a nearby room.

Sec. 1-90. Staff Relations

- (a) *Presentations.* Staff presentations will be concise and will provide factual background information on the item as well as a recommendation for the City Council. Written presentations shall, to the extent possible, be provided to the City Council before the meeting.
- (b) *Ask Questions in Advance.* To ensure proper presentation of agenda items by Staff, questions arising from Councilmembers after receiving their information packet should be, whenever possible, presented to the City Manager for Staff consideration prior to the City Council meeting. This allows Staff the time to address Councilmembers' concerns and provide all Councilmembers with additional information as necessary. When questions are posed by Councilmembers in advance of a meeting, the questions and Staff responses shall be included in the staff presentation at the meeting.
- (c) *Presentation Requirements.* The City Manager shall designate the appropriate Staff Member to address each agenda item and shall see that each presentation is prepared and presented to inform and educate the City Council on the issues that require City Council action. The presentation should be professional, timely, and allow for discussion of options for resolving the issue. As a summary, the Staff Member making the presentation shall make it clear if no City Council action is required, or shall present the Staff recommendation as a part of the presentation, and/or present the specific options for City Council consideration. Other than asking clarification questions, City Councilmembers should allow the Staff Member to complete his or her presentation before discussing or debating the topic.
- (d) *Motions of Direction to City Manager.* During a work session or regular meeting, discussion may lead to a point where the council wishes to direct the City Manager in a particular manner. The appropriate way to accomplish this is for a councilmember to make a motion in which the City Manager is directed towards, or away from, a particular course of action. There must be a second and a vote on the Motion. If approved by a majority of the Councilmembers in attendance, the Motion of Direction becomes the official direction of the Council and will be transcribed and maintained for the record.
- (e) *Use of Staff Time.* The City Manager is directly responsible for providing information to the City Council concerning any inquiry by a specific Councilmember that is significant in nature and would be beneficial to all Councilmembers. If the City Manager or the Staff's time is being dominated or misdirected by a Councilmember, it is the City Manager's responsibility to inform the Mayor.
- (f) *Ethical Behavior Required.* The City Manager will exhibit the highest professional and ethical behavior. The City Manager is responsible for the professional and ethical behavior and discipline of his/her Staff. The City Manager is also responsible for ensuring that the Staff receives the training and information necessary to address the issues facing municipal government.

- (g) *Respect and Courtesy.* All Staff Members shall show one another, each Councilmember, and the public respect and courtesy at all times. They are also responsible for making objective, professional presentations to ensure public understanding and confidence in the process.
- (h) *Conflicts.* Any conflicts arising between the City Staff and the City Council will not be allowed to affect the normal course of business, but will be addressed by the Mayor and the City Manager outside of a public meeting.
- (i) *Council Orientation.* The City Manager, after an election, will ensure that the Staff has prepared information needed for the orientation of new Councilmembers and will inform the City Council of any available Texas Municipal League conferences and seminars.

Sec. 1-100. Statements by Public Officials Regarding Litigation

When the City of Killeen is involved in litigation or a legal dispute, Councilmembers shall refrain from commenting on settlements, appeals, or other issues related to the subject until the matter is resolved. The Mayor, City Manager, City Attorney or Communications Officer shall be authorized to provide any public responses or comments as needed on matters involving litigation.

Sec. 1-110. Disbursement of City Council Requested Information

As a general courtesy and to maintain equality in the disbursement of information, documentation or data requested by a Councilmember from Staff shall be provided to all members of the City Council.

DIVISION 2. CITY COUNCIL POLICIES AND OPERATING PROCEDURES

Sec. 2-10. State and Federal Legislation and Rule-Making Proceedings

- (a) The City Manager shall notify the City Council of pending matters of legislation or rule-making that may affect the interests of the City. The Mayor or any Councilmember may request that a legislative or rule-making initiative be presented to the City Council for a formal determination by the City Council of endorsement or opposition. The City Manager may, in the exercise of his professional judgment, determine to take action on or intervene in support of or opposition to a legislative or rule-making matter consistent with the City Council's adopted state and federal legislative agendas.
- (b) This policy is not intended to prohibit or restrict a member of the City Council acting as a private citizen, and not on behalf of the City, from participating in legislative or rule-making matters provided the Councilmember does not in any way imply that the position of the Councilmember is the official position of the City unless the City Council has so decided. A member of the City Council may accurately represent himself or herself as an elected official and as a member of the City Council, but may not use City resources, staff, letterhead, official email, or any City-approved logo in doing so.

Sec. 2-20. City Council Travel and Business Expenses

- (a) *Training Encouraged.* Subject to available funding, the City Council is encouraged to attend training relevant to the City Council's duties, such as:
 - 1. Annual meeting of the Texas Municipal League and affiliates
 - 2. Texas Municipal League newly-elected officials orientation (for newly-elected members of the City Council)
 - 3. National League of Cities and affiliates annual meeting - Washington, D.C.
 - 4. National League of Cities annual Congress of Cities (various locations)
 - 5. Other meetings as designated and approved by the Mayor or the City Council
 - 6. Attendance to committee or association functions related to the Texas Municipal League, the National League of Cities, or other organizations as approved by the Mayor or the City Council
 - 7. Attendance by the Mayor at the annual meeting of the U.S. Conference of Mayors

For purposes of this policy, "attendance" includes the payment of applicable membership fees for the Councilmember and the allowable expenses as described below. A member of the City Council may not commit to membership or participation in or attendance at meetings of organizations not listed in subsection (A) without the approval of the Mayor or the City Council except in the Councilmember's individual capacity and at the Councilmember's sole expense.

- (b) *Reimbursement Process.* A Councilmember who seeks to incur or obtain reimbursement for expenses allowed under this policy shall file with the City Manager an approval request or reimbursement request, as the case may be, in accordance with current City policy.

Sec. 2-30. Council Requests for Information or Services from Staff

By Charter, the people of Killeen have chosen a council-manager form of government. This means that the City Council is responsible for setting policy direction for the City Manager, and the City Manager is responsible for implementing the City Council's policies. This separation of duties must be kept in mind when requesting information or services from City Staff. Section 29 of the City Charter specifically provides:

Neither the council nor any of its members shall direct the appointment of any person to, or his removal from office, by the city manager or by any of his subordinates; provided, however, that the appointment of assistant city managers, department heads and the city secretary shall be subject to the approval of the council. Except for the purpose of inquiry, the council and its members shall deal with the administrative service solely through the city manager and neither the council nor any member thereof shall give orders to any subordinates of the city manager, either publicly or privately.

Sec. 2-40. Process for Filling Unexpired City Council Term

If a vacancy on the City Council is required by Charter section 26 to be filled by City Council appointment, the following process will be used:

- (a) The vacancy will be advertised in the manner that is determined to reach the largest audience advising Killeen residents of the vacancy and giving interested residents two weeks to complete and return a fully-executed and notarized Application for a Place on the General Election Ballot. This form can be obtained from the City Secretary's office and must be received by the City Secretary's office by the specified date for the applicant to be considered for appointment to the vacant seat.
- (b) All completed applications received by the deadline will be forwarded to the City Council for review. The full City Council will conduct interviews with selected applicants. Interviews will be private unless prohibited by the Texas Open Meetings Act.
- (c) City Council will conduct deliberations in private unless prohibited by the Texas Open Meetings Act. The appointment will occur in an open and properly posted public meeting.

Sec. 2-50. Political Signs

Political signs shall comply with state law and the City's sign ordinances. Nothing contained in this policy shall be construed as allowing the placement or attachment of any sign on any tree, pole, building, or other sign or damaging in any manner any City property. This policy is not intended to limit in any manner the authority of the State or election officials regarding electioneering and the placement of signs, and this policy does not require the owner of a polling place or any property not owned by the City to allow the placement of signs on that property. No sign may be placed so as to encroach upon or obstruct any street, driveway, parking space, fire lane, sidewalk, pathway, or visibility triangle. Signs in violation of the City's Sign Ordinance will be removed.

Sec. 2-60. Use of City Facilities, Staff or Resources by the Mayor or City Councilmembers for Mayor or City Councilmember-Sponsored Meetings.

Recognizing that occasions arise where the Mayor or Councilmembers wish to engage with the citizens of Killeen outside of a formal City Council meeting, and also recognizing that City resources and staff time have limits, this policy sets forth the guidelines under which City facilities and resources may be used to support such meetings.

Each calendar year, the Mayor and each Councilmember may hold ~~one~~ up to three non-political Mayor- or Councilmember-sponsored meetings that is-are supported by city resources in the following manner:

- (a) The complimentary use of a meeting space at the Killeen Community Center, Lions Park Senior Center, Police Department Headquarters Community Room, Killeen Arts and Activities Center, Killeen Civic and Conference Center boardroom, or the community room of a Fire Station if the desired space is available and not otherwise scheduled. The meeting space should be reserved in advance, but no more than two months in advance.
- (b) Technical support, to the extent it is available at the chosen space, and not otherwise in use.
- (c) Staff presentations, scheduled in advance through the City Manager.
- (d) The meeting will not occur between January 1st and election day on which the Mayor or a Councilmember position is to be elected, so that there can be no allegation that tax-payer dollars are being illegally spent in support of the Mayor or a Councilmember's reelection effort. This restriction does not apply to a candidate who is running unopposed.

In order to take advantage of the services listed above, the requesting Mayor or City Councilmember shall complete and return the Support for Mayor or Councilmember-Sponsored Meeting form to the City Manager. (See Attachment B) The City Manager or Assistant City Manager will manage a shared calendar for events described above to alleviate the overbooking of City staff and resources.

These guidelines are not intended to stop the Mayor or a City Councilmember from having a Mayor or City Council-sponsored meeting that is not supported by city resources.

These restrictions do not apply to the Annual State of the City address.

Sec. 2-70. ~~Reserved.~~ ~~City Sponsorship of Non-Profit Events~~

~~No city tax dollars will be used to support non-city events by purchasing tables or individual seats at fundraising events.~~

Sec. 2-80. Assistance to Community Organizations for Special Events

Provided that adequate funding exists, the City will support the following community events on an annual basis, by providing in-kind (non-monetary) services. The City Council further determines that there is a public purpose for the support of these community events.

1. Christmas Parade
2. Veterans Day Parade
3. Wreaths for Vets
4. Celebrate Killeen Festival
5. Memorial Day Ceremony
6. Holiday Under the Stars
7. Killeen Rodeo
8. Food for Families
9. HEB Feast of Sharing
10. Breast Cancer 5K
11. MLK Day Walk
12. Juneteenth Festival
- ~~11.~~13. Juneteenth Parade

The City Council may approve in-kind support of up to three (3) additional events, after review and recommendation from the City Manager.

DIVISION 3. CITY COUNCIL COMMITTEES AND CITIZEN BOARDS, COMMISSIONS AND COMMITTEES

Sec. 3-10. City Council Committees

- (a) *Purpose.* Due to the complexity and diversity of City government issues, a closer view of some issues is required by the City Council. To provide a mechanism for continuous evaluation and discussion of these various issues beyond the limited time available at regularly scheduled work sessions, the City Council adopts this policy regarding the establishment and use of City Council committees.
- (b) *Assignment to Committees.* Agenda items may be assigned to a committee by the Mayor with the consent of the City Council, or by the City Council.
- (c) *Standing committees.* Standing committees may be created as necessary to study and evaluate on going or long-term issues within the City. They will be created by Resolution, which must state the specific role the committee is to serve and name the members. Standing committees shall be subject to annual review by the City Council.
- (d) *Ad Hoc Committees.* Ad hoc committees may be created by the Mayor as necessary to study and evaluate a specific issue or problem within the City and are intended to be temporary. The Mayor shall make appointments to ad hoc committees with the consent of the City Council. When created, an ad hoc committee will also be given a sunset deadline. The committee will cease upon the earlier of the sunset date or the date the committee's specific task is complete. If the task is not complete by the sunset date, the Mayor shall establish a new sunset date.
- (e) *Committee Responsibilities.* Each committee, after receiving an assignment from the City Council, will consider policy decisions and actions, study issues, evaluate options, and develop recommendations. Each committee shall prepare reports and make recommendations to the City Council at a work session regarding every matter assigned to or considered by the committee, no less often than every six months. The committees shall only serve in an advisory capacity, and only for the City Council. No committee shall have any authority to make final decisions regarding the merits or resolution of any matter assigned to or considered by it.
- (f) *Appointments and Vacancies.* ~~After the annual City Council election, a City Council Committee Interest Form (see Attachment "C") shall be completed by each member of the City Council. Following that receipt, appointments~~ Appointments to committees and subcommittees will be made by the Mayor, with the consent of the City Council, as soon as practicable after the annual City Council election in the following manner: Mayor has first choice of three committees, followed by Councilmembers in tenure order selecting one committee each, followed by additional round(s) of Councilmembers selecting committees until all committee appointments are filled. For the purpose of this section, tenure shall mean time in current office without a break from the time of election or appointment to present. In the event that tenure of Councilmembers is the same, the order of those members' selections will be based on the number of votes received when elected in highest to lowest order. The Mayor shall make new a ~~Appointments as needed~~ Appointments as needed to fill vacancies to assure continuity on the committees will be made in the same manner beginning with the next Councilmember in tenure order.

- (g) *Chair.* The Chair of each City Council standing or ad hoc committee shall be appointed by the Mayor.
- (h) *Staff Liaison.* The City Manager shall assign each City Council standing or ad hoc committee a Staff Liaison who shall assist the Chair in preparing the meeting agendas and coordinating the logistics of the committee meetings.
- (i) *Minutes of Meetings.* Committees shall keep minutes of their meetings. The minutes shall provide a summary of all business discussed or considered, action taken, the outcome of any votes, and those persons present at committee meetings. When completed, the minutes shall be signed by the Chair and maintained by the Staff Liaison for the committee. A copy of the minutes shall be distributed to the City Council.
- (j) *Agenda Postings.* Notice of all committee meetings shall be posted in accordance with the Texas Open Meetings Act (“TOMA”). However, since committee membership is made up of less than a quorum and therefore is not a meeting subject to the TOMA, a good-faith mistake in the publication of the agenda will not require the cancellation of the meeting.
- (k) *Councilmember as Liaison.* When a Councilmember is appointed to serve as a member of a board, committee or commission for an outside agency such as KEDC, KTMPO, etc., the Councilmember is responsible for keeping all Councilmembers informed of significant activities of that board, committee, or commission. The appointed Councilmember should report the actions of the board, committee, or commission during a work session of the City Council at a minimum of every six months for an ad hoc committee, annually for a standing committee, and quarterly for an outside agency.
- (l) *Recommendation Regarding the Continuation of Committees.* The Mayor shall annually review the activity of the existing standing committees to identify inactive committees and shall provide a report to the City Council recommending which committees should be continued and which dissolved.

Sec. 3-20. Citizen Boards, Commissions and Committees

- (a) *Purpose.* This Policy establishes the procedure for the appointment and reappointment of citizens to Boards, Commissions, and Committees for the City of Killeen, as well as the duties of Board, Commission, and Committee members.
- (b) *Time of Appointment.* All appointments and reappointments shall be made by the City Council prior to October 1st of each year for all positions to be filled that fiscal year. (Code of Ordinances, sec. 2-116)
- (c) *Review of Applications.* Staff will compile and present all applications for appointment to citizen boards, commissions, and committees to the City Council at the specified work session meeting, and two weeks before the work session.
- (d) *Committee Membership Types:* Persons appointed to Committees shall be designated as either Regular Members or Ex Officio Members. A Regular Member is a member for all purposes; it is not required that he or she hold a specific office to be qualified for appointment. An Ex Officio Member is appointed to a committee because of a position he or she currently holds. Regular Members

count towards a quorum and have voting privileges, while Ex-Officio Members do not (effective 10-1-19).

- (e) *Subcommittees.* Some citizen boards, commissions, and committees have subcommittees consisting of two Councilmembers. It is the responsibility of the subcommittee members to review and discuss applications for the board, commission, or committee for which they are a subcommittee member, and to reach a consensus regarding which applicant(s) are most qualified to fill a position and shall be recommended to the full City Council. This decision should be made prior to the work session at which appointments are scheduled to be discussed. As required or requested and to ensure that the purpose of the board, commission or committee is carried out effectively, the subcommittee Councilmembers will also act as liaisons between the board, commission or committee and the Staff; board, commission or committee members and the City Council; and between board, commission or committee members and any other person.

The following boards, commissions and committees have appointment subcommittees: BOA-Construction, BOA-Fire Prevention, BOA-Airport Hazard, BOA-Zoning, Animal Advisory Committee, Senior Citizens Advisory, and Bell County Health District.

- (f) *Full Council Appointments.* Some citizen boards, commissions, and committees do not have appointment subcommittees. For these committees, appointments are made after the full City Council has reviewed the appropriate applications and has had the opportunity to discuss applications in a work session. Consensus regarding which applicants are the most qualified to fill a position will be reached during a work session. If necessary, appointment decisions will be reached through a nomination process.

The following boards, commissions, and committees do NOT have appointment subcommittees: ~~Animal Advisory Committee~~, Arts Commission, Community Development Advisory Committee, Heritage Preservation Board, Killeen Economic Development Committee, Killeen Sister Cities, Planning & Zoning Commission, TIRZ #2 Board, and Killeen-Temple Metropolitan Planning Organization (KTMPO)

- (g) *Term Limits.* To encourage broad citizen participation, no person may be appointed to serve more than six consecutive years, excluding unexpired terms, on a particular board, commission, or committee. This limitation does not apply if a particular position requires specialized knowledge, licenses, or certifications and no other qualified and interested person is available, or for other good cause found by the City Council and specified in the appointment resolution. (Code of Ordinances, sec. 2-117)
- (h) *Criteria for Appointment.* When determining the most qualified applicant, Council should consider the following information:
 1. Date of application;
 2. Primary residence— Is residency a requirement for the position? Is applicant a City of Killeen resident or live in the ETJ?
 3. Is applicant currently serving on other boards, commissions, and/or committees?
 4. Does applicant have specialized knowledge, licenses, or certifications that are required or helpful for the position?
 5. If applicant is being considered for reappointment, is such reappointment prohibited by term limits?

6. If applicant is being considered for reappointment, has applicant maintained a good record of attendance?
- (i) *Chair.* Each committee shall have the power to adopt a process for electing and removing its chair.
 - (j) *Staff Liaison.* The City Manager shall assign each Board, Commission, or Committee a Staff Liaison who shall assist the Chair in preparing the meeting agendas and coordinating the meeting logistics.
 - (k) *Duty to Attend Meetings and to Vote.* Board, Commission, and Committee members have a duty to attend meetings unless excused in advance by the Chair. Absences by the Chair must be approved in advance by the Vice-Chair. All members must vote either in the affirmative or in the negative on each motion presented, unless he or she has disclosed a legal or perceived conflict of interest and filed the required affidavit in advance. A present member who does not vote and who has not filed the required affidavit will be officially recorded as a negative vote.
 - (l) *Minutes of Meetings.* Committees shall keep minutes of their meetings. The minutes shall provide a summary of all business discussed or considered, action taken, the outcome of any votes, and those persons present at committee meetings. When completed, the minutes shall be signed by the Chair and maintained by the Staff Liaison for the committee.
 - (m) *Agenda Postings.* Notice of all committee meetings shall be posted in accordance with the Texas Open Meetings Act (“TOMA”). However, since some citizen committee meetings do not meet the definition of a meeting under the TOMA, a good-faith mistake in the publication of the agenda for a meeting to which the TOMA does not apply will not require the cancellation of the meeting.
 - (n) *No Employee Appointments.* To ensure that citizens have an adequate opportunity to participate on citizen boards, commissions, and committees, current City of Killeen employees will not be appointed to citizen boards, commissions, and committees, even if they are residents of the City of Killeen. If an individual who is currently serving on a citizen board, commission, or committee is hired by the City of Killeen, once the current term is complete, he or she is not eligible for reappointment to his or her position on the board, commission, or committee. However, an employee may be appointed to a board, commission or committee if state law requires an employee to serve on a specific board because of that employee’s position with the City.
 - (o) *No City Councilmember Appointments.* Understanding that citizen committees are most effective when the members are able to communicate freely, no City Councilmember will be appointed as a member of a citizen committee.
 - (p) *Recommendation Regarding the Continuation of Committees.* The Mayor shall annually review the activity of the existing committees to identify inactive committees and shall provide a report to the Council recommending which committees should be continued and which dissolved.
 - (q) *Bylaws.* No board, commission or committee will create or amend its bylaws in a way that limits the City Council or Staff or that creates requirements for the City Council or Staff. Further, no board, commission or committee will create or amend its bylaws to change the purpose or mission of the board, commission or committee, expand the scope of the board, commission or committee, or in any way cause the board, commission or committee to function in a way not intended by the City Council unless approved by the City Council.

Sec. 3-30. *Communications on Behalf of the City by Citizen Members of Boards, Commissions and Committees*

- (a) Boards, commissions, and committees, whether established by reason of State law, the Charter, by ordinance or on an ad hoc basis, are an integral part of the municipal government process. The citizens who serve on City boards, commissions, and committees provide an important service to the citizens of Killeen. Boards and commissions, and the members of those boards, commissions, and committees, do not, however, speak for the City on larger issues of City governance. The City Council is responsible for all aspects of the City's governance and it is the legislative and policy-making body for the City.

- (b) If a board, commission, or committee desires to communicate to others a position on any matter of public concern, the board, commission, or committee shall first seek approval from the City Council before engaging in such communication. The City Council will speak for the City. The City Council will determine the official position of the City on the issue presented by the board, commission or committee, and whether it shall be communicated.

DIVISION 4. COUNCIL DIRECTIVES AND EXECUTIVE LIMITATIONS

A. Council Directives to Management

Sec. 4-10. Public Use of City Hall and Other City Facilities

The City Manager shall develop a program addressing the use of the Council Chambers, the meeting rooms in City Hall, and other city-owned meeting space by other governmental entities, non-profit groups for public purposes, and City departments. The program shall be consistent with current security protocols and shall recognize the public use of City Hall for public business as paramount.

Sec. 4-20. Policy for Support of Community Events

The City Manager shall develop a policy providing for the annual support of the community events listed in sec. 2-80. Such support shall be in-kind (non-monetary), and subject to available funding. The policy shall also provide guidelines for supporting other events not listed in sec. 2-80, in a manner that will recoup the City's costs.

Sec. 4-30. Compensation of City Employees

The City Manager is directed to bring forward an annual employee compensation plan that is within the City's financial and budgetary limits, and compensates all City employees at a level that is competitive with the compensation paid to employees within the City's employment market area. The City Manager is directed to have compensation surveys conducted to determine whether employment compensation for City employees is competitive.

Sec. 4-40. Restrictions on the Representation of Third-Parties by Former City Employees ("Revolving Door Policy")

A former employee of the City who was employed as a departmental director, Assistant City Manager, City Manager, City Auditor or Municipal Judge may not make any communication to or appearance before the City Council before the second anniversary of the date the former employee ceased to be employed by the City if the communication or appearance is made: (1) with the intent to influence the City Council; (2) is made or done on behalf of any person other than the former employee in an individual capacity, and; (3) is made or done in connection with any matter on which the former employee seeks official action.

Sec. 4-50. Motions of Direction to City Manager

During a work session or regular meeting, discussion may lead to a point where the City Council wishes to direct the City Manager in a particular manner. The appropriate way to accomplish this is for a City Councilmember to make a motion in which the City Manager is directed towards, or away from, a particular course of action. There must be a second and a vote on the Motion. If approved by a majority of the City Councilmembers in attendance, the Motion of Direction becomes the official direction of the City Council and will be transcribed and maintained for the record.

Sec. 4-60. Directive to Use Official City of Killeen E-mail Addresses

To ensure compliance with the Texas Public Information Act and required retention schedules and to further transparency in the communication and discussion of City business, the City Manager will ensure that Staff uses only official City of Killeen e-mail addresses for both Staff and Councilmembers, when communicating with City Councilmembers about City business. If circumstances require a Staff member to conduct City business on a non-City email account, the Staff member shall promptly forward the associated electronic communications to a city email account.

Sec. 4-70. Delegation of Authority to Determine Purchasing Method

Chapter 252 of the Texas Local Government Code allows a governing body to determine that an approved method other than competitive sealed bidding provides the best value for the municipality. The Code also allows the governing body to delegate that authority to a designated representative. The City Council hereby delegates its authority to determine which approved purchasing method provides the best value for the municipality to the City Manager.

Sec. 4-80. Directive to Adopt Finance Policies and Review Annually

The City Manager is directed to provide to the City Council a comprehensive set of Financial and Budget Policies for consideration and adoption by the Council. Such policies shall be reviewed and adopted annually.

Sec. 4-90. Issuance of Correction Deeds and Deeds Without Warranty

The City Council hereby delegates to the City Manager the authority to issue a correction deed or a deed without warranty when the property subject to the deed was deeded to the City of Killeen either by mistake or without the City's authorization and the City has no need for the property. Deeding the property back to the original owner shall only occur when the owner agrees to pay all taxes that would have been owed had the property never been deeded to the City. This action will also put the property back on the tax roll. The City Manager will promptly advise the City Council when these instances occur.

Sec. 4-100. Directive to Adopt Media Policy

- (a) The City Manager is directed to develop a media policy to establish communication protocols between staff and members of the media.
- (b) The Executive Director of Communications shall provide updates to the City Council and the citizens of Killeen as important incidents arise and in general no less than once a month. The report may be a presentation to the City Council or provided in a written report.

Sec. 4-110. Delegation of Signature Authority

Unless the Charter, a statute, regulation, order or the City Council itself states to the contrary, the City Council hereby authorizes the City Manager to delegate his signature authority to a subordinate staff member as he deems appropriate.

Sec. 4-120. Directive to Develop Economic Development Policy

The City Manager is directed to develop an Economic Development Policy for the City Council's consideration.

Sec. 4-130. Directive to Develop Street Maintenance Policy

The City Manager is directed to develop a policy addressing Street Maintenance within the City for the City Council's consideration.

Sec. 4-140. Directive to Develop Invocation Procedure

To solemnize its proceedings, it is the policy of the City Council to open its meetings with an invocation. In order to respect the constitutional rights of all persons, participation in the invocation or prayer will be voluntary; no one in attendance will be required to participate, and no one demonstrating appropriate respect and decorum will be excluded from participating. Everyone will be treated equally in all respects whether they choose to participate, or not participate, in the prayer or invocation.

In order to ensure compliance with this policy and with the law, the City Manager is directed to establish appropriate procedures to allow for an invocation at the beginning of City Council meetings.

This policy, and the procedure implementing the policy, is not intended, and shall not be implemented or construed in any way, to affiliate the City Council with, nor express the City Council's preference for or against, any faith, belief, or religious denomination. Rather, this policy is intended to acknowledge and express the City Council's respect for the diversity of denominations, faiths, and beliefs represented and practiced among the citizens of Killeen.

Sec. 4-150. Directive Regarding Zoning Notification Boundaries and Signage

The City Manager is directed to increase to 400 feet the notification boundary for properties subject to a request for a zoning classification change. In addition, the City Manager is directed to include appropriate signage on real property subject to a zoning classification change request. Such signage shall be visible to the public in advance of the public hearings before the Planning and Zoning Commission and the City Council.

Sec. 4-160. Delegation of Authority to Approve Certain Change Orders

Texas Local Government Code sec. 271.060 allows the City Council to delegate the authority to approve a change order increasing or decreasing a contract by \$50,000 or less. The City Council hereby delegates such authority to the City Manager, however, once the cumulative amount of change orders for a single contract reaches \$500,000.00, all future change orders for that contract must be taken to the City Council for approval, regardless of the amount.

Sec. 4-170. Delegation of Authority to Apply for Grants

Some grant applications require the authority of the governing body in order to apply for a grant on behalf of the City. The City Council hereby delegates the authority to apply for grants to the City Manager.

Sec. 4-180. Delegation of Authority to Employ Police and Fire Over-Hires

The City Council has approved a set number of over-hires allowed for the police and fire departments.

The City Council hereby delegates the authority to the City Manager to employ such over-hires, provided that the number of over-hires does not exceed the number of over-hires currently approved by ordinance.

B. Executive Limitations

Sec. 4-210. Global Executive Constraint

The City Manager shall not cause or allow any organizational practice, activity, decision, or circumstance that is either unlawful, imprudent, or in violation of commonly accepted business and professional ethics.

Sec. 4-220. Treatment of Customers of City Services

With respect to interactions with customers, the City Manager shall not cause or allow conditions, procedures, or decisions that are unsafe, untimely, undignified, or unnecessarily intrusive.

The City Manager will not:

1. Elicit information for which there is no clear necessity.
2. Use methods of collecting, reviewing, transmitting, or storing customer information that fail to protect against improper access to the material.
3. Operate facilities without appropriate accessibility and privacy.
4. Operate without establishing with customers a clear understanding of what may be expected and what may not be expected from the service offered.
5. Operate without informing customers of this policy or providing a way to be heard for persons who believe that they have not been accorded a reasonable interpretation of their rights under this policy.

Sec. 4-230. Treatment of Staff

With respect to the treatment of paid and volunteer staff, the City Manager shall not cause or allow conditions that are illegal, unfair, undignified, disorganized, or unclear.

The City Manager will not:

1. Operate without written personnel rules that (a) clarify rules for staff, (b) provide for effective handling of grievances, and (c) protect against wrongful conditions, such as nepotism and grossly preferential treatment for personal reasons.
2. Retaliate against any staff member for non-disruptive expression of dissent.
3. Allow staff to be unaware of City Manager's interpretations of their protections under this policy.
4. Allow staff to be unprepared to deal with emergency situations.

Sec. 4-240. Financial Planning/Budgeting

The City Manager shall not cause or allow financial planning for any fiscal year or the remaining part of any fiscal year that deviates materially from City Council priorities, or risks financial jeopardy.

The City Manager will not allow budgeting that:

1. Risks incurring those situations or conditions described as unacceptable in the Executive Limitations policy section 4-250, entitled "Financial Condition and Activities."
2. Omits credible projection of revenues and expenses separation of capital and operational items, cash flow analysis, and disclosure of planning assumptions.
3. Provides less than the amount determined annually by the City Council for the City Council's direct use during the year.

Sec. 4-250. Financial Condition and Activities

With respect to the actual, ongoing financial condition and activities, the City Manager may not cause or allow the development of fiscal jeopardy or a material deviation of actual expenditures from the City Council's established priorities.

The City Manager will not:

1. Expend more funds than have been budgeted in the fiscal year.
2. Incur short-term debt in an amount greater than can be repaid by certain and otherwise unencumbered revenue within 60 days.
3. Use any long-term reserves without City Council direction and approval.
4. Conduct inter-fund borrowing in amounts greater than can be restored within 120 days.
5. Allow payables or receivables not to be settled within a reasonable time frame.
6. Allow tax payments or other government-ordered payments or filings to be overdue or inaccurately filed.
7. Make a single purchase or commitment of greater than \$50,000 without City Council approval, unless a verifiable and documented emergency exists. Splitting orders to avoid this limit is not acceptable.
8. Acquire, encumber or dispose of real estate unless allowed by law or approved by the City Council.
9. Issue expense checks to himself or herself without the signature of a Council-approved signatory who has been provided with appropriate documentation and receipts.

Sec. 4-260. Asset Protection

The City Manager shall not allow the City's assets to be unprotected, inadequately maintained, or unnecessarily risked.

The City Manager will not:

1. Ensure the organization's physical structures and contents for less than one hundred percent of scheduled value against theft, fire and casualty losses or insure against liability losses to Councilmembers, staff, volunteers and the organization itself for less than the average for comparable organizations.
2. Allow personnel unauthorized access to City funds.
3. Knowingly subject facilities and equipment to improper wear and tear or insufficient maintenance without first bringing the issues to the City Council's attention.
4. Unnecessarily expose the organization, its City Council or staff to claims of liability.
5. Receive, process or disburse funds under controls that are insufficient to meet the City Council-appointed auditor's standards.
6. Make any purchase that violates the City's Purchasing Policy or Financial Governance Policies.
7. Allow property, information and files to be unprotected from loss or significant damage.
8. Make any investment that is not in compliance with the City's Investment Policy.

Sec. 4-270. Emergency City Manager Succession

In order to protect the City Council from sudden loss of City Manager services, the City Manager shall not permit there to be less than one other person familiar enough with City Council and City Manager issues and procedures to be able to maintain organization services.

Sec. 4-280. Compensation and Benefits

With respect to employment, compensation and benefits to employees, consultants, contract workers and volunteers, the City Manager shall not cause or allow jeopardy to fiscal integrity or public image.

The City Manager will not:

1. Change the City Manager's own compensation and benefits, except as those benefits are consistent with a package for all other employees.
2. Promise or imply permanent or guaranteed employment.
3. Establish current compensation and benefits that deviate materially from the geographic or professional market for the skills employed.

4. Create obligations over a longer term than revenues can be safely projected.
5. Establish or change pension or retirement benefits so as to cause unpredictable or inequitable situations, including those that:
 - a) Incur unfunded liabilities;
 - b) Provide less than some basic level of benefits to all full-time employees, though differential benefits to encourage longevity are not prohibited;
 - c) Allow any employee to lose benefits already accrued from any foregoing plan; and
 - d) Treat the City Manager differently from other key employees.

Sec. 4-290. *Communication and Support to the City Council*

The City Manager shall not cause or allow the City Council to be uninformed or unsupported in its work.

The City Manager will not:

1. Let the City Council be unaware of any significant incidental information it requires including anticipated adverse media coverage, threatened or pending lawsuits, and material internal and external changes.
2. Allow the City Council to be unaware that, in the City Manager's opinion, the City Council is not in compliance with its own policies, particularly in the case of City Council behavior which is detrimental to the work relationship between the City Council and the City Manager.
3. Allow the City Council to be without decision information required periodically by the City Council or let the council be unaware of relevant trends.
4. Present information in unnecessarily complex or lengthy form or in a form that fails to differentiate among information of three types: monitoring, decision preparation, and other.
5. Allow the City Council to be without a workable mechanism for City Council, officer, or committee communications.
6. Deal with the Council in a way that favors or privileges certain Councilmembers over others, except when (a) fulfilling individual requests for information, which will be provided to all City Councilmembers; or (b) responding to officers or committees duly charged by the Council.
7. Allow the City Council to be unaware of any actual or anticipated noncompliance with any City Council Executive Limitations.
8. Endanger the City's public image, credibility, or its ability to accomplish its established goals.

DIVISION 5. COMMUNICATIONS

Sec. 5-10. Purpose

Since government is only successful when the citizens are kept informed and educated about the issues facing their municipality, it is necessary that the media play a role in the governmental process. It is through an informed public that progress is ensured and good government remains sensitive to its constituents. These guidelines are designed to help ensure fair relationships with all media reporters. The City Council and the City Manager recognize that the media provides an important link between the City Council and the public. It is desired to establish a professional working relationship to help maintain a well-informed and educated citizenry.

Furthermore, although traditional media continues to play an important role in distributing information, social media and other City managed web-based technologies make information increasingly available to the public in real time and in its entirety. All avenues of communicating information are important and have a meaningful impact on city government.

Sec. 5-20. General Provisions

- (a) City staff will make all meeting notices, agendas, minutes, and supporting documentation available to the City Council and to the public via the City's official website. If supporting documentation is not available to the City Council in advance of a workshop meeting, at City Council's discretion the Council will be given two workshop sessions to discuss the item before it moves to a business meeting for action.
- (b) City Council meetings will be live streamed and archived in their entirety and made available to the public via the City's official website.

Sec. 5-30. Media

- (a) Media shall be welcome to attend all public meetings of the City Council.
- (b) Media may be asked to occupy a designated area in some circumstances but may generally locate in places open to the public.
- (c) Media may not disturb the decorum or professionalism of City Council meetings or work sessions.
- (d) Media may contact the Mayor and City Councilmembers directly.
- (e) The Mayor is the primary spokesperson for the City on matters regarding policy decisions or any City Council information pertaining to issues on the agenda. To ensure fair treatment of an issue, any clarifications requested by the media on the issue should be addressed after the meeting. When opposing positions have been debated, regardless of the outcome, the public is better informed when all sides have adequate coverage by the media. This lets the public know the item was seriously debated and options discussed before a vote was taken, and helps build confidence in their government. In respect to each City Councilmember and the citizens of the City, the views presented by each City Councilmember should be given equitable representation. Although Councilmembers may express differing ideas, equitable representation helps promote unity of purpose by allowing the public to be informed of each Councilmember's position during his/her term

of office and not solely during an election campaign.

- (f) City Councilmembers may not speak to media or the public on behalf of the body; they may speak only as an individual member.
- (g) To preserve the decorum and professionalism of City Council meetings, the media are requested to refrain from talking with other people in the audience and to conduct any interview with the public outside the meeting room while the City Council is in session. Media interviews will not take place in City Council Chambers.
- (h) Media wishing to speak to City staff will comply with the Media Policy developed by the City Manager.

Sec. 5-40. Social Media

- (a) City Councilmembers participating in social media relating to City business shall use their real names.
- (b) City Councilmembers will maintain posts to social media sites relating to City business in accordance with records retention law.
- (c) City Councilmembers will not participate in online discussions, groups or forums that contain or have the potential to contain a quorum of City Council (walking quorum).
- (d) City Councilmembers are encouraged to share information from City social media sites on their own sites.

Sec. 5-50. Email

- (a) To ensure compliance with the Texas Public Information Act and required retention schedules and to further transparency in the communication and discussion of City business, City Councilmembers will use their official City of Killeen email addresses to conduct City business. If circumstances require a City Councilmember to conduct City business on a non-City email account, he or she shall promptly forward the associated electronic communications to a City email account.
- (b) City Councilmembers will not “email all,” “copy all,” “blind copy all” or “reply all” to emails discussing City business that contain or have the potential to contain a quorum of members.

Sec. 5-60. Other

- (a) The City of Killeen logo is copyrighted. It may only be used for official City business and may not be used on campaign materials or for personal business.
- (b) The Mayor, as the ceremonial head of the City, is the issuer of proclamations, certificates, awards, City coins, etc. on behalf of the City of Killeen. City Councilmembers wishing to bestow such honors shall request the Mayor to issue and present.
- (c) The Mayor may sign letters and petitions making requests or stating positions on behalf of the City so long as they do not conflict with a City Council decision or directive.

- (d) Dedication plaques placed on City buildings shall include the names of the Mayors and City Councilmembers who served from the time funding was budgeted for the project through completion.

DIVISION 6. ETHICS

A. Policy Statement

It is the desire of the Killeen City Council to promote and encourage the highest standard of conduct for elected City officials, and officials appointed to City Boards and Commissions who represent the citizens of Killeen. The members of the Killeen City Council support the philosophy that elected Officials and appointed Board Members act in a manner that avoids even the appearance of impropriety.

Each elected official or appointed Board Member shall, at a minimum, comply with all State laws and City ordinances and policies regarding ethical behavior. Elected and appointed officials shall always act in the public interest rather than in the furtherance of self-interest or those of special interest.

The Killeen City Council recognizes that it cannot by policy define ethical behavior, but it expects each elected or appointed official to act conscientiously in public service, recognizing that the public is best served when elected or appointed officials make decisions and act in a manner that promotes confidence by the citizens of Killeen in the process of City Government.

B. Guidelines and Procedures

The following provisions apply to members of the City Council and members of any board, commission or committee established pursuant to the Charter or the ordinances of Killeen, by the laws of this state, or by the City Council (hereinafter referred to as "Officials.")

Sec. 6-10. Council and Appointed Board Members

Within thirty days of election or appointment to a Board or Commission, or within 30 days of adoption of these Governing Standards and Expectations, each Official shall sign and deliver to the City Secretary:

1. a copy of the Ethics Policy Agreement;
2. a copy of the Standards of Conduct Agreement;
3. a disclosure statement that discloses any real property owned by the Official or a relative within the first degree of consanguinity or affinity within the Killeen city limits or ETJ, and specifies any business interest located within Killeen, or any business interest that may have dealings with the City. The Official is obligated to update the disclosure as circumstances change.

Within ninety days of election or appointment, each Official shall complete the Open Meetings Act and Public Information Act training sponsored by the Texas Attorney General's Office.

Sec. 6-20. Acceptance of Gratuities

No Official shall knowingly solicit or accept, from any source, any gift, favor, service or thing of value, including a promise of future employment, in consideration of having exercised any official power or performing any official duty on behalf of the City. Acceptance of any gratuities shall be disclosed as required by Chapter 176 of the Texas Local Government Code.

Sec. 6-30. Use of City Facilities, Personnel, Equipment, etc.

No Official shall knowingly use city facilities, personnel, equipment, or supplies, or use any confidential information concerning the property, operations, policies, or affairs of the City, for his or her private, personal and/or political gain.

Sec. 6-40. Conduct in Commercial Transactions

No Official shall knowingly be an interested party to any exchange, purchase, or sale of property, goods, or services with the City, or enter into any contract with the City, except in full and impartial compliance with state statutes, city charter, ordinances and applicable regulations and subject to any restrictions of the city charter; provided further that such persons shall receive no favor or special concession or inducement not customarily available and granted by the city in such a transaction; and provided further than any discretion by Officers, in connection with any such transaction, shall be exercised impartially and upon the same standards applied to all citizens of Killeen.

Sec. 6-50. Representing Interests Contrary to Those of the City

No Official shall knowingly represent, directly or indirectly, another person or any group or entity, in any action or proceeding against the interests of the City or in any litigation in which the City or any City department, agency, commission or board is a party, or may become a party.

Sec. 6-60. Conflicting Interests in Legal Proceedings

No Official shall knowingly represent, directly or indirectly, another person or any group or entity in any action or proceeding in the City's Municipal Court of Record, which was instituted by a City officer or employee in the course of official duties or in any criminal proceeding in which any City officer or employee is a material witness for the prosecution.

Sec. 6-70. Disclosure of Personal Financial Interest and Abstention from Voting

If any Officer has a conflict of interest as defined by Chapter 171 of the Texas Local Government Code, he or she shall file the required affidavit and abstain from all participation in the matter, to include leaving the room when possible. The determination of whether a conflict of interest applies should be construed liberally. In fact, the Officer is encouraged to consider abstention when the public would likely perceive the circumstances as a conflict of interest. While it is the Officer's sole responsibility to determine whether a conflict of interest exists, the Officer may discuss the circumstances with the City Attorney or designee to assist in his/her decision-making. Absent a conflict of interest, the Officer has a duty to vote in every item presented during a meeting.

Sec. 6-80. Communications with Applicants or Petitioners

Any City Councilmember communication with an applicant or petitioner (or their agent) outside of a public meeting regarding a matter that will come to the City Council for a decision must be disclosed in writing and provided to the City Secretary prior to City Council discussion or deliberation of the action. Examples include but are not limited to discussion with a property owner regarding his or her rezoning request, or discussion with a vendor prior to bid award. The City Secretary will provide the statement(s) to the Mayor, who will disclose the communication during the meeting at which the action will be discussed or considered, before any discussion or consideration has occurred.

Any Planning and Zoning Commissioner communication with an applicant or petitioner (or their agent) outside of a public meeting regarding a matter that will come to the Planning and Zoning Commission for a decision or recommendation must be disclosed in writing and provided to the City Secretary prior to the Commission's discussion or deliberation of the action. The City Secretary will provide the statement(s) to the Commission Chair, who will disclose the communication during the meeting at which the action will be discussed or considered, before any discussion or consideration has occurred.

DIVISION 7. ENFORCEMENT AND ADMINISTRATION

Sec. 7-10. Policy Enforcement

If a Councilmember believes this policy has been violated, the topic shall be placed on a meeting agenda following the procedure established in section 1-20(b). If it is a Staff Member who is in violation of this policy, the City Manager will handle the matter in accordance with City policy as he deems appropriate in accordance with personnel policy.

Sec. 7-20. Annual Review and Re-adoption of These Governing Standards and Expectations

Each June, after the new City Council is elected and seated, the new City Council shall begin review of these Governing Standards and Expectations and should work towards re-adoption of an updated version by a majority vote of all Councilmembers present and voting by the end of July each year.

Sec. 7-30. City Manager and City Attorney Roles Regarding Protocol.

The City Attorney assists the Mayor as a resource to confer with, and acts as an advisor for interpreting the City Council's adopted Governing Standards and Expectations. The City Manager, the City Attorney nor any other Staff member is responsible for enforcing these protocols and guidelines.



ATTACHMENT A

REQUEST TO PLACE ITEM ON THE AGENDA (Per Section 1-20 of Governing Standards and Expectations)

Requestor(s): _____

Date: _____

Problem/Issue/Idea Name for Agenda:

Description of Problem/Issue/Idea:

Requested Action:



CITY OF KILLEEN

ATTACHMENT B

SUPPORT FOR MAYOR OR COUNCILMEMBER-SPONSORED MEETING

(Per Section 2-60 of Governing Standards and Expectations)

Requestor: _____

Date of Event: _____ Event Start Time: _____ Event End Time: _____

Name of Event: _____

Reason for Event: _____

Number of Attendees expected: _____ Is your event open to the public: Yes No

Preferred City Facility: Killeen Community Center Lions Club Park Senior Center
 Killeen Police Headquarters Community Room
 Community room of a Killeen Fire Station.

Will you require any audio visual equipment or technical support (please explain):

Will you require attendance of city staff for presentations or other purpose (please explain)?:

Will you require additional set up and/or clean up time? If so, state move in and move out times:

In: _____ Out: _____

Once per calendar year, the Mayor and each Councilmember may hold one Mayor or Councilmember-sponsored meeting that is supported by city resources in the following manner:

1. The complimentary use of an above listed meeting space if space is available and not otherwise scheduled.
2. The meeting space should be reserved in advance, but no more than two months in advance.
3. Technical support, to the extent it is available at the chosen space, and not otherwise in use.
4. City Staff presentations, scheduled in advance through the City Manager.
5. The meeting will not occur within the six months preceding an election in which the Mayor or a Councilmember is a candidate for re-election so that there can be no allegation that tax-payer dollars are being illegally spent in support of the Mayor or a Councilmember's reelection effort.

Councilmember Signature

Date

TO BE COMPLETED BY CITY MANAGER OR DESIGNEE

Approved Denied

Signature

Date



ATTACHMENT C

~~COUNCIL COMMITTEE INTEREST FORM~~

Council Member: _____

~~Please identify the Standing Council Committee(s) on which you would prefer to serve, with "1" being your first choice. Please indicate at least two choices.~~

- ~~_____ Audit Committee~~
- ~~_____ Killeen Sister Cities~~
- ~~_____ Tax Increment Reinvestment Zone #2 Board (TIRZ #2)~~

~~Please identify the Appointment Sub-Committees on which you would prefer to serve, with "1" being your first choice. Please indicate at least three choices:-~~

- ~~_____ Board of Adjustment — Construction~~
- ~~_____ Board of Adjustment — Fire Prevention Code~~
- ~~_____ Board of Adjustment — Airport Hazard Zoning~~
- ~~_____ Board of Adjustment — Zoning~~
- ~~_____ Animal Advisory Committee~~
- ~~_____ Senior Citizen Advisory Board~~
- ~~_____ Bell County Health District~~

~~Please rank the following County or other Agency Board positions according to your interest in serving, with "1" being your first choice:~~

- ~~_____ Development District Board of Central Texas~~
- ~~_____ Hill Country Transit District~~
- ~~_____ Transportation Planning Committee (KTMPQ)~~
- ~~_____ KEDC~~
- ~~_____ CTCOG Reserved.~~



ATTACHMENT D

CITY OF KILLEEN ETHICS POLICY AGREEMENT

I hereby certify that I have received a copy of and agree to abide by the City of Killeen Ethics Policy.

Council/Board/Commission/Committee Member Signature

Printed Name

Date



ATTACHMENT E

CITY OF KILLEEN STANDARDS OF CONDUCT

I hereby certify that I have received a copy of and agree to abide by the City of Killeen Standards of Conduct.

Board/Commission/Committee Member Signature

Printed Name

Date



ATTACHMENT F
AMENDMENT HISTORY

Date	Resolution Number
January 15, 2019	19-008R
August 27, 2019	19-084R
February 9, 2021	21-019R
September 28, 2021	21-122R
<u>June 28, 2022</u>	



GOVERNING STANDARDS

RS-22-094

June 28, 2022

396

Background

- The Governing Standards and Expectations were originally adopted by resolution in June 2018 and revised annually since then.
- The intent is for the Governing Standards to serve as a single-source reference containing the Council's rules, protocols, procedures, policies and expectations for itself, committee members, staff and the public.
- Section 7-20 provides that the new City Council shall begin review and re-adoption of the Governing Standards after the election.
- On June 21, 2022, City Council directed that certain changes to the Governing Standards be brought back for consideration.

Directed Changes

- Section 1-50 (a)(8): add language that allows for Mayor and Councilmembers to have one (1) minute to respond to citizen comments with a statement or explanation without engaging in dialogue.
- Section 1-80 (b): clarify that the Mayor Pro Tem shall not vote when presiding in the absence of the Mayor unless in the event of a tie vote among Councilmembers.

Directed Changes

- ❑ Section 2-60: increase the number of meetings supported by city resources for the Mayor and each Councilmember from one to three meetings per calendar year.
- ❑ Section 2-60 (a): add the Killeen Civic and Conference Center Boardroom and the Killeen Arts and Activity Center to the list of meeting spaces that can be used for non-political Mayor- or Councilmember-sponsored meetings.
- ❑ Section 2-60 (c): add language reflecting the creation of a shared calendar for City Council town hall events that will be managed by the City Manager or Assistant City Manager.

Directed Changes

5

- Section 2-70: remove the section that currently states that no city tax dollars will be used to support non-city events by purchasing tables or seats at fundraising events.
- Section 2-80: add both the annual Juneteenth Festival and the annual Juneteenth Parade to the specific list of events where the City will provide in-kind non-monetary services.

Directed Changes

6

- Section 3-10 (f): amend the section to reflect a new process for making Councilmember appointments to committees and subcommittees that includes the mayor having the first choice of three (3) committees, followed by councilmembers in tenure order selecting one committee each, followed by additional round(s) of Councilmembers selecting committees until all committee appointments are filled. For the purpose of this section, tenure shall mean time in current office without a break from the time of election or appointment to present. In the event that tenure of Councilmembers is the same, the order of those Councilmembers' selections will be based on the number of votes received when elected in highest to lowest order.

Directed Changes

7

- Section 3-20 (f): update this section to reflect that the Animal Advisory Committee does have a City Council subcommittee.

Alternatives

8

- The City Council may:
 - 1) continue discussions for further amendments to the Governing Standards and Expectations; or
 - 2) readopt the Governing Standards and Expectations as amended.



City of Killeen

Staff Report

File Number: RS-22-068

1	City Council Workshop	06/07/2022	Reviewed and Referred	City Council	06/14/2022
1	City Council	06/14/2022	Tabled	City Council Workshop	06/21/2022
1	City Council Workshop	06/21/2022	Reviewed and Referred	City Council	06/28/2022

Consider a memorandum/resolution appointing councilmembers to various boards and commissions.

DATE: June 28, 2022
TO: Kent Cagle, City Manager
FROM: Holli Clements, Interim City Attorney
SUBJECT: Appointing Councilmembers to Various Boards and Commissions

BACKGROUND AND FINDINGS:

Pursuant to section 3-10 (f) of the Governing Standards and Expectations, following the annual City Council election, appointments to committees will be made by the City Council.

The City’s general election was held on May 7, 2022.

THE ALTERNATIVES CONSIDERED:

No alternatives are being considered.

Which alternative is recommended? Why?

N/A

CONFORMITY TO CITY POLICY:

Making these appointments conforms to relevant city ordinances and policies.

Audit Committee

Current Member	New Member	Comments
Jose Segarra	Mayor	
Ken Wilkerson	Councilmember	
Rick Williams	Councilmember	

Crime Solution Committee

Current Member	New Member	Comments
Ken Wilkerson	Councilmember	

Hill Country Transit

Current Member	New Member	Comments
Rick Williams	Elected Official Rep (term expires June 2024)	

Killeen Economic Development Corp (KEDC)

Current Member	New Member	Comments
Mellisa Brown	Elected Official Representative	

Debbie Nash-King Elected Official Representative
Jose Segarra Elected Official Representative

Killeen Sister Cities

Current Member	New Member	Comments
Michael Boyd	Elected Official Representative	
Debbie Nash-King	Elected Official Representative	
Nina Cobb	Elected Official Representative	
Jose Segarra	Ex-Officio, Mayor's Designee	

Tax Increment Reinvestment Zone Number Two Board

Current Member	New Member	Comments
Nina Cobb	City Representative	
Rick Williams	City Representative	
Jose Segarra	City Representative	

Central Texas Council of Governments (CTCOG)

Current Member	New Member	Comments
Jose Segarra	Elected Official Representative	
Mellisa Brown	Alternate (Elected Official Representative)	

Development District Board of Central Texas

Current Member	New Member	Comments
Michael Boyd	City Representative	

Transportation Planning Committee (K-TMPO)

Current Member	New Member	Comments
Jose Segarra	Elected Official Representative	
Debbie Nash-King	Elected Official Representative	
Ken Wilkerson	Elected Official Representative	

CITY COUNCIL SUB-COMMITTEES:

Animal Advisory Committee

Current Member	New Member	Comments
Ken Wilkerson	Sub-Committee Member	
Jessica Gonzalez	Sub-Committee Member	

Board of Adjustment - Construction

Current Member	New Member	Comments
Ken Wilkerson	Sub-Committee Member	
Jessica Gonzalez	Sub-Committee Member	

Board of Adjustment - Fire Prevention Code

Current Member	New Member	Comments
Rick Williams	Sub-Committee Member	
Debbie Nash-King	Sub-Committee Member	

Board of Adjustment - Airport Hazard Zoning

Current Member	New Member	Comments
Rick Williams	Sub-Committee Member	
Michael Boyd	Sub-Committee Member	

Board of Adjustment - Zoning

Current Member	New Member	Comments
Ken Wilkerson	Sub-Committee Member	
Mellisa Brown	Sub-Committee Member	

Senior Citizens Advisory Board

Current Member	New Member	Comments
Nina Cobb	Sub-Committee Member	
Jessica Gonzalez	Sub-Committee Member	

Bell County Health District

Current Member	New Member	Comments
Rick Williams	Sub-Committee Member	
Michael Boyd	Sub-Committee Member	

FINANCIAL IMPACT:

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

There is no current or future expenditure with these appointments.

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:

Recommendation is to appoint new members as stated above.

DEPARTMENTAL CLEARANCES:

N/A

ATTACHED SUPPORTING DOCUMENTS:

N/A



COUNCIL APPOINTMENTS TO BOARDS AND COMMISSIONS

RS-22-068

June 28, 2022

409

Background

2

- The Mayor and Council make annual appointments to various boards, commissions, and committees.
- Following the annual election, the City Council makes the appointment of councilmembers to boards and committees.
- Two types of appointments:
 - Regular members: Councilmember serves as a council representative and votes on items that are considered by the board
 - Sub-committees: Councilmember serves as a sub-committee member to discuss applications for citizen boards and recommend the most qualified applicants to the full City Council

Regular Boards & Commissions

3

Audit Committee

Current	New	Comments
Jose Segarra		Mayor
Ken Wilkerson		Councilmember
Rick Williams		Councilmember

Crime Solutions Committee

Current	New	Comments
Ken Wilkerson		Councilmember

Hill Country Transit

Current	New	Comments
Rick Williams		Elected official rep (term 2024)

Regular Boards & Commissions

Killeen Economic Development Corp (KEDC)

Current	New	Comments
Mellisa Brown		Elected Official Representative
Debbie Nash-King		Elected Official Representative
Jose Segarra		Elected Official Representative

Killeen Sister Cities

Current	New	Comments
Jose Segarra		Mayor/Designee (Ex-officio)
Debbie Nash-King		Elected Official Representative
Nina Cobb		Elected Official Representative
Michael Boyd		Elected Official Representative

Regular Boards & Commissions

5

Tax Increment Reinvestment Zone Number Two Board

Current	New	Comments
Nina Cobb		City Representative
Rick Williams		City Representative
Jose Segarra		City Representative

Central Texas Council of Governments (CTCOG)

Current	New	Comments
Jose Segarra		Elected Official Representative
Mellisa Brown		Alternate (Elected Official Rep)

Regular Boards & Commissions

6

Development District Board of Central Texas

Current	New	Comments
Michael Boyd		City Representative

Transportation Planning Committee (K-T MPO)

Current	New	Comments
Jose Segarra		Elected Official Representative
Debbie Nash-King		Elected Official Representative
Ken Wilkerson		Elected Official Representative

Appointment Sub-Committees

7

Animal Advisory Committee

Current	New	Comments
Ken Wilkerson		Sub-committee member
Jessica Gonzalez		Sub-committee member

Board of Adjustment – Construction

Current	New	Comments
Ken Wilkerson		Sub-committee member
Jessica Gonzalez		Sub-committee member

Appointment Sub-Committees

8

Board of Adjustment – Fire Prevention Code

Current	New	Comments
Rick Williams		Sub-committee member
Debbie Nash-King		Sub-committee member

Board of Adjustment – Airport Hazard Zoning

Current	New	Comments
Rick Williams		Sub-committee member
Michael Boyd		Sub-committee member

Appointment Sub-Committees

9

Board of Adjustment – Zoning

Current	New	Comments
Ken Wilkerson		Sub-committee member
Mellisa Brown		Sub-committee member

Senior Citizens Advisory Board

Current	New	Comments
Nina Cobb		Sub-committee member
Jessica Gonzalez		Sub-committee member

Appointment Sub-Committees

10

Bell County Health District

Current	New	Comments
Rick Williams		Sub-committee member
Michael Boyd		Sub-committee member



City of Killeen

Staff Report

File Number: RS-22-093

1	City Council Workshop	06/21/2022	Reviewed and Referred	City Council	06/28/2022
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Consider a memorandum/resolution declaring vacancies on various citizen boards and commissions and appointing members to fill the unexpired terms.

DATE: June 21, 2022
TO: Kent Cagle, City Manager
FROM: Traci Briggs, City Attorney
SUBJECT: Appointing Citizen Members to Various Boards & Commissions

BACKGROUND AND FINDINGS:

The Mayor and City Council make annual appointments to the various boards, commissions, and committees each year and throughout the year as vacancies occur.

Section 3-20(o) of the City Council’s Governing Standards and Expectations states that citizen committees are most effective when members are able to communicate freely and that no city councilmember will be appointed as a member of a citizen committee. On March 29, 2022, Mr. Riakos Adams, who serves as the Planning & Zoning Representative on the Zoning Board of Adjustment, was appointed to serve the remaining City Council District 2 term. In addition, on May 23, Mr. Ramon Alvarez, who served on the Planning & Zoning Commission and as the Planning & Zoning Representative to the Heritage Preservation Board, was elected to City Council. These vacancies are identified below in the status column as “Councilmember.” The Planning & Zoning Commission makes recommendations to the City Council for members to serve as representatives on the named boards.

Within the past month, a board/commission member has resigned from both the Capital Improvement Advisory Committee (CIAC) and the Community Development Advisory Committee (CDAC), creating vacancies on both boards. The member who has resigned is identified in the chart below in the status column as “Resigned.”

City staff has also been notified by the Killeen Economic Development Corporation that Killeen Industrial Foundation representative Karl Green has resigned. The Killeen Economic Industrial Foundation recommends that Mr. Jose Guzman with Oncor be appointed to fill Mr. Green’s unexpired term.

In order to declare vacancies and make appointments to fill the unexpired terms of the vacancies, City Council action is required.

THE ALTERNATIVES CONSIDERED:

No other alternatives were considered.

Which alternative is recommended? Why?

N/A

CONFORMITY TO CITY POLICY:

Making these appointments conforms to relevant city ordinances and polices.

Board of Adjustment - Zoning (K. Wilkerson, Vacant)

Current Member	Status	New Member	Comments
Riakos Adams	Councilmember	Kirk Latham	P&Z Rep (unexpired term 20-22)

Capital Improvement Advisory Committee (All Council)

Current Member	Status	New Member	Comments
Jackie McDonald, II	Resigned		Community Rep (unexpired term 21-23)

Community Development Advisory Committee (All Council)

Current Member	Status	New Member	Comments
Jackie McDonald, II	Resigned		Citizen Rep (unexpired term 21-23)

Heritage Preservation Board (All Council)

Current Member	Status	New Member	Comments
Ramon Alvarez	Councilmember	Cyndi Rowe	P&Z Rep (unexpired term 21-24)

Killeen Economic Development Corporation (All Council)

Current Member	Status	New Member	Comments
Karl Green	Resigned	Jose Guzman	KIF Rep (unexpired term 20-23)

Planning and Zoning (All Council)

Current Member	Status	New Member	Comments
Ramon Alvarez	Councilmember		Citizen Rep (unexpired term 21-24)

FINANCIAL IMPACT:

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

There is no current or future expenditure with these appointments.

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:

Recommendation is to declare vacancies on various citizen appointed boards and commissions and appoint citizen members to fill the identified unexpired terms.

DEPARTMENTAL CLEARANCES:

N/A

ATTACHED SUPPORTING DOCUMENTS:

N/A



APPOINT CITIZENS TO BOARDS AND COMMISSIONS

RS-22-093

June 21, 2022

423

Boards & Commissions

2

- The Mayor and City Council make annual appointments to various boards, commissions and committees each year and throughout the year as vacancies occur
- Board members appointed and elected to City Council and recent board member resignations have caused several boards and commissions to need new members appointed

Boards & Commissions

3

Board of Adjustment - Zoning (sub-committee: J. Gonzalez, R. Alvarez)

Current Member	Status	New Member	Comments
Riakos Adams	Councilmember	Kirk Latham	P&Z Rep (unexpired term 20-22)

Capital Improvement Advisory Committee (CIAC) (All Council)

Current Member	Status	New Member	Comments
Jackie McDonald, II	Resigned		Community Rep (unexpired term 21-23)

Community Development Advisory Committee (CDAC) (All Council)

Current Member	Status	New Member	Comments
Jackie McDonald, II	Resigned		Citizen Rep (unexpired term 21-23)

Crime Solutions Committee (All Council)

Current Member	Status	New Member	Comments
N/A	New Position		Regional Business Leader

Boards & Commissions

Heritage Preservation Board (All Council)

Current Member	Status	New Member	Comments
Ramon Alvarez	Councilmember	Cyndi Rowe	P&Z Rep (unexpired term 21-24)

Killeen Economic Development Corporation (All Council)

Current Member	Status	New Member	Comments
Karl Green	Resigned	Jose Guzman	KIF Rep (unexpired term 20-23)

Planning and Zoning (All Council)

Current Member	Status	New Member	Comments
Ramon Alvarez	Councilmember		Citizen Rep (unexpired term 21-24)

Recommendation

5

- Staff recommends that the City Council declare vacancies on various citizen appointed boards and commissions and appoint citizen members to fill the identified unexpired terms.



City of Killeen

Staff Report

File Number: PH-22-046

1	City Council Workshop	06/21/2022	Reviewed and Referred	City Council	06/28/2022
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HOLD a public hearing and consider an ordinance authorizing the 2022-2023 Annual Action Plan describing use of funds and authorizing application for and allocation of Community Development Block Grant (CDBG) and Home Investment Partnerships (HOME) program funds. (1st of 2 Public Hearings)

DATE: June 21, 2022

TO: Kent Cagle, City Manager

FROM: Leslie Hinkle, Executive Director of Community Development

SUBJECT: PY 2022-23/Fiscal Year 2023 Community Development Block Grant (CDBG) and Home Investments Partnerships (HOME) Program Annual Action Plan

BACKGROUND AND FINDINGS:

The City of Killeen will receive \$1,163,980.00 from the U.S. Department of Housing and Urban Development (HUD) for Program Year (PY) 2022-2023 CDBG program activities. In addition, \$336,676.65 in funding is available from cancelled or completed CDBG projects. This reprogramming will provide a total of \$1,500,656.65 available for PY 2022-23 CDBG activities. The City will also receive \$589,175.00 from HUD for PY 2022-2023 Home Investment Partnerships (HOME) Program activities. In addition, \$176,418.82 in reprogrammable funds and \$254,855.00, in PY2022-23 program income, are also available for use providing a total of \$1,020,448.82 for PY 2022-23 HOME activities.

One-on-One and project feasibility/eligibility meetings took place between February 7-28; PY 2022-23 Pre-Applications were made available to interested organizations beginning March 1, 2022, with Annual Funding Applications distributed to [pre-application approval] eligible entities for both the CDBG and HOME programs. Attendance was required at Pre-Application and Annual Funding Application workshops via Zoom or personal attendance. The deadline was April 8, 2022, with a total of 16 Annual Funding Applications submitted by the deadline.

Projects undertaken with CDBG and HOME Program funds must address goals and objectives established in the 5-year Consolidated Strategic Plan (PY 2020-2024) and Annual Action Plan (PY 2022-2023) to meet affordable housing and community development needs. Applications considered and recommended for funding are to align with identified priority community needs, affordable housing needs, goals and objectives for specific priority categories and, as applicable, be amended to meet changing community development and housing needs. To ensure priority community development and affordable housing needs are addressed, the CDAC used scoring criteria developed from the CDBG & HOME Grant Programs Governance & Allocation Policy which places major emphasis on project significance, project feasibility, ability to comply with applicable HUD requirements (statutory and regulatory) and, in light of the limited amount of CDBG and HOME funds available to the City of Killeen, leveraging of funds from other federal, state, and private resources to be directed to the most pressing community development and affordable housing needs. Detailed scoring criteria components reviewed are as follows:

1. The proposed project/activity meets identified

Consolidated Plan Priority & Community Need.

2. The proposed project/activity readiness - demonstrates the ability for timely completion and expenditure of CDBG/HOME funds.
3. The proposed project/activity results - stated results identified in the application are feasible and expected to be achieved.
4. The proposed project/activity objectives address: high priority need, specific priority population, low-income area, or local target area.
5. The applicant has relative experience - documented experience, management, and capacity associated with proposed project/activity.
6. The proposed project/activity beneficiaries - number of beneficiaries is new, not previously assisted, or increased by 5% if previously assisted (funded by CDBG/HOME) in the last year.
7. The proposed project/activity leverages additional resources - sufficient additional resources leveraged to combine with City's funding from HUD so CDBG/HOME does not endure the absolute expense of program.
8. The proposed project/activity sustainability - demonstrates adequate fiscal support and viability of the proposed project/activity.
9. The proposed project/activity budget - adequate detail project budget with accurate costs and committed resource funding for project completion.
10. The proposed project/activity plan approach - applicant presented a relevant business plan approach to the project, no unresolved matters or concerns with past performance.

The CDAC met on May 4 and 5, 2022 to review and make initial recommendations for proposed use of PY2022-23/FY2023 CDBG and HOME Program funds. The CDAC met once again, after the City received notice from HUD of increased funding for both the CDBG and HOME grants; final results are detailed in the attached Community Development Advisory Committee (CDAC) meeting minutes of May 25, 2022.

For the program year 2022-2023 / Fiscal Year 2023 HUD regulation allows for 20% of CDBG and 10% of HOME funds to be expended on administration/planning of CDBG and HOME activities. All project costs under the CDBG and HOME Program will be reimbursed to the City by the U.S. Department of Housing and Urban Development.

THE ALTERNATIVES CONSIDERED:

1. Hold the first public hearing on June 28, 2022, hold the final public hearing on July 26, 2022, and authorize the PY 22-23 Annual Action Plan after the 30-day comment period is complete incorporating any public comments received as appropriate.
2. Do not accept the CDBG & HOME grant funds and return funding to HUD.

Which alternative is recommended? Why?

The first alternative is recommended in order to comply with HUD regulations.

CONFORMITY TO CITY POLICY:

Yes, as described in the Citizen Participation Plan, approved by city council.

FINANCIAL IMPACT:

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

\$0 in the current fiscal year and \$1,500,656.65 in CDBG and \$1,020,448.82 in HOME grant funds in fiscal year 2023.

Is this a one-time or recurring expenditure?

This is a one-time expenditure.

Is this expenditure budgeted?

Yes, the allocations will be included in the FY 2023 Proposed Budget presented to City Council in July 2022.

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:

Following the 30-day comment period and final public hearing on July 26, 2022, staff recommends authorizing the allocation of funds under the proposed 2022-2023 Annual Action Plan with revisions as appropriate based on citizen comments received.

DEPARTMENTAL CLEARANCES:

Finance
Legal

ATTACHED SUPPORTING DOCUMENTS:

Requests and Recommendations
Minutes
Ordinance

**CITY OF KILLEEN COMMUNITY DEVELOPMENT BLOCK GRANT
FY 2022-23/B-22-MC-48-0020
PUBLIC SERVICES REQUESTS**

CDBG -PUBLIC SERVICE REQUESTS						
	AGENCY	PROJECT DESCRIPTION & PROPOSED UNITS	Previous Funding / Total Assisted YTD	REQUESTED AMOUNT	May 4 CDAC RECOMMENDATION	CDAC Recommendation
1	Tasha Martin, Executive Director UNITY VISITATION CENTER, INC. 1519 Florence Rd Killeen, TX 76541 254.415.0704	*Unity Visitation Center (operations) #Units/Cost per Unit: 100 / \$340.78 Proposed Used: CDBG funds to be used for operations including Contractual Services, Equip. Maint/Repair, Insurance, Offices Supplies, Rent/Lease and Utilities.	\$0.00	\$ 34,078.00	\$ 5,000.00	\$ 5,000.00
2	Raquel Watkins, Pastor NEW JERUSALEM HOLY CHRISTIAN CHURCH OUTREACH MINISTRIES 1519 Florence Rd, Suite 20, Killeen, TX 76541 254.397.6764	Community Advocacy Resource Education Support Center (CARES)(subsidy payments) #Units/Cost per Unit: 600 / \$60.00 Proposed Used: CDBG funds will be used for subsistence payments (rent, utilities, food) for families in need.	\$0.00	\$ 36,000.00	\$ 0.00	\$ 0.00
3	Kristin Wright, Executive Director KILLEEN CREATORS 4509A Bowles Drive Killeen, Texas 76549 254.661.2923 info@killeencreators.com	Killeen Creator's Community Garden Expansion & Operations (partial salary / operations) #Units/Cost per Unit: 7,470 / \$2.98 Proposed Use: Partial salary assistance for a Volunteer Coordinator/Operations Director and Operations (equipment-irrigation system for 2 gardens, and utilities (water) for the 2 gardens.	\$0.00	\$ 22,263.00	\$ 22,263.00	\$ 22,263.00
4	Leslie K. Hinkle, Executive Director -Community Development Department CITY OF KILLEEN ATTN: Celeste Sierra 802 N 2nd Street, Bldg. E Killeen, Texas 76541 254.501.7843 lhinkle@killeentexas.gov csierra@killeentexas.gov	Elderly Transportation Program (direct assistance to beneficiaries) #Units/Cost per Unit: 180 / \$371.00 Proposed Use: Payment of transportation in the form of multi-ride cards to access the local public transit system (The HOP) either through its fixed-route system or its Special Transit Services or with very limited taxi rides through a responsible vendor.	2021- \$65,000/177 2020- \$70,000/172 2019- \$50,000/205	\$ 65,000.00	\$ 65,000.00	\$ 65,000.00

**CITY OF KILLEEN COMMUNITY DEVELOPMENT BLOCK GRANT
FY 2022-23/B-22-MC-48-0020
PUBLIC SERVICES REQUESTS**

CDBG -PUBLIC SERVICE REQUESTS						
AGENCY	PROJECT DESCRIPTION & PROPOSED UNITS	Previous Funding / Total Assisted YTD	REQUESTED AMOUNT	May 4 CDAC RECOMMENDATION	CDAC Recommendation	
5	Angela Mathews, Sergeant Killeen Police Department CITY OF KILLEEN ATTN: Community Engagement Unit 801 N. 4th Street Killeen, Texas 76541 amathews@killeentexas.gov 254.501.8917	Community Engagement Unit (CEU) (operations) #Units/Cost per Unit: 9,730 / \$2.06 Proposed Use: CDBG funds will be used for operations of the CEU for printing, event handouts, portable table, popup cover, and door prizes.	\$0.00	\$ 20,000.00	\$ 14,033.80	\$ 17,722.90
6	Kimbra Hobbs, Director Senior Nutrition HILL COUNTRY COMMUNITY ACTION ASSOCIATION, INC. P.O. Box 846 San Saba, Texas 76877 325.372.5167 khobbs@hccaa.com	Killeen Senior Meals Program (salary) #Units/Cost per Unit: 373 / \$59.09 Proposed Use: Partial payment of salary and fringe benefits for one Meal Service Coordinator providing client intake and preparation and delivery of meals to elderly Killeen residents, age 62 and older.	2021- \$10,500/251 2020 - \$9,942/403 2019 - \$9,700/286	\$ 16,530.00	\$ 16,530.00	\$ 16,530.00
7	TaNeika Driver-Moultrie, Executive Director GREATER KILLEEN FREE CLINIC 718 N. 2ND Street, Suite A Killeen, Texas 76541 254. 618.4211 tdmoultrie@gkfclinic.org	2022 Salary Assistance for Office Manager (salary) #Units/Cost per Unit: 1,325 / \$18.87 Proposed Use: CDBG funds will supplement salary of the Clinic Office Manager who is responsible for overall clinic operations and manages the programs covered under the CDBG grant request.	2021-\$18,750/360 2020-25,000/1516 2019- \$23,000/1192	\$ 25,000.00	\$ 18,750.00	\$ 22,439.10
8	Maureen Jouett, Executive Director BRING EVERYONE IN THE ZONE, INC. 204 Priest Drive PO Box 763 Killeen, Texas 76541 254.423.7632 mail@bringeveryoneinthezone.org	Resource Manager Partial Salary and Fringe (salary) #Units/Cost per Unit: 395 / \$18.87 Proposed Use: CDBG funds will be used for partial payment of salary and fringe for the full-time Resource Manager who works with veterans and their families in budgeting, credit counseling, life skills, problem solving, access to benefits SS & VA, and referrals and resource development and collaboration necessary to aid the households.	2021-\$5,450/330 2020-\$10,860.13/369 2019-\$12,862.70/455	\$ 6,642.00	\$ 6,642.00	\$ 6,642.00

**CITY OF KILLEEN COMMUNITY DEVELOPMENT BLOCK GRANT
FY 2022-23/B-22-MC-48-0020
PUBLIC SERVICES REQUESTS**

CDBG -PUBLIC SERVICE REQUESTS					
AGENCY	PROJECT DESCRIPTION & PROPOSED UNITS	Previous Funding / Total Assisted YTD	REQUESTED AMOUNT	May 4 CDAC RECOMMENDATION	CDAC Recommendation
9 Michael Dewees, Executive Director COMMUNITIES IN SCHOOLS OF GREATER CENTRAL TEXAS, INC. 4520 E. Central Texas Expressway, Suite 106 Killeen, Texas 76543 254.554.2132 michael.dewees@cis-tx.org	CIS Case Worker- CIS Connections Program-Killeen Elementary School (salary) #Units/Cost per Unit: 241 / \$78.84 Proposed Use: CDBG funds will be used for partial payment of salary for the CIS Connections Program case worker who will provide services to low-moderate income, at-risk youth and their families. Services include guidance and counseling, academic support, tutoring, parent engagement activities, enrichment, health and human services.	2021- \$19,000/189 2020- \$16,500/209 2019- \$21,000/218	\$ 19,000.00	\$ 19,000.00	\$ 19,000.00
10 William K. Hall, Operations Director FAMILIES IN CRISIS, INC. 1305 E Rancier Ave P.O. Box 25 Killeen, Texas 76540-0025 254.634.1184 ficinc@familiesin crisis.net	Homeless Shelter Case Management (salary) #Units/Cost per Unit: 425/ \$109.91 Proposed Use: CDBG funds will be used for partial payment of salary and fringe for one case manager to provide case management services for homeless individuals and families residing at the Friends In Crisis Homeless Shelter.	2021- \$10,918.80/127 2020- \$20,000/388 2019- \$20,000/334	\$ 30,000.00	\$0.00	\$0.00
TOTAL FUNDING REQUESTS			\$ 274,513.00	\$ 167,218.80	\$ 174,597.00
Total Available			\$ 174,597.00		
(maximum 15% of Annual CDBG grant)					

*** Recommendation is for Rent assistance only; in the event no grant agreement is executed by Dec 31, 2022, funding will be divided equally among Greater Killeen Free Clinic and Killeen Police Department projects - \$2,500.00 ea.**

**CITY OF KILLEEN
COMMUNITY DEVELOPMENT BLOCK GRANT
FY2022-230/B-22-MC-48-0020
CDBG HOUSING, CODE ENFORCEMENT, PUBLIC FACILITIES/IMPROVEMENTS-CITY OWNED REQUESTS**

CDBG HOUSING REHABILITATION, CODE ENFORCEMENT, PUBLIC FACILITIES/IMPROVEMENTS- CITY OWNED					
AGENCY	PROJECT DESCRIPTION & PROPOSED UNITS	REQUESTED AMOUNT	May 4 CDAC Recommendation	CDAC Recommendation	
11	<p>Leslie K. Hinkle, Executive Director of Community Development Department CITY OF KILLEEN COMMUNITY DEVELOPMENT 802 N. 2nd Street, Bldg. E Killeen, Texas 76541 254.501-7847 lhinkle@killeentexas.gov</p>	<p>Housing Rehabilitation Program - -8 units - CDBG funds will address urgent and minor repairs as well as costs for moderate to substantial rehabilitation of the housing unit to prevent further decay and make the house safer and extend the economic life of the structure. Costs include; lead based paint testing and hazard removal, unit rehabilitation, and cost for architectural barrier removal and delivery of the program [staff related].</p>	\$ 382,000.00	\$ 396,765.18	\$ 396,765.18
12	<p>Kevin Watkins, Director Code Enforcement CITY OF KILLEEN DEVELOPMENT SERVICES 100 E Avenue C Killeen, Texas 76541 254-501-7611 kwatkins@killeentexas.gov</p>	<p>*Code Enforcement Salary/Operations - 1 unit - CDBG funds to be used for costs associated with salary and operations for one Code Enforcement Officer and Operations for code enforcement in the designated north Killeen area - local target area small (LTA-SM) and the North Killeen Revitalization Area in designated census tracts /block groups identified. A 3-year allocation will secure the salary for a potential employee to fill the position as well as create a greater rapport with the residents in the designated areas.</p>	\$ 175,395.00	\$ 58,465.00	\$ 58,465.00

**CITY OF KILLEEN
COMMUNITY DEVELOPMENT BLOCK GRANT
FY2022-230/B-22-MC-48-0020
CDBG HOUSING, CODE ENFORCEMENT, PUBLIC FACILITIES/IMPROVEMENTS-CITY OWNED REQUESTS**

CDBG HOUSING REHABILITATION, CODE ENFORCEMENT, PUBLIC FACILITIES/IMPROVEMENTS- CITY OWNED						
AGENCY	PROJECT DESCRIPTION & PROPOSED UNITS	REQUESTED AMOUNT	May 4 CDAC Recommendation	CDAC Recommendation		
13	James Chambers, Chief CITY OF KILLEEN FIRE DEPARTMENT 201 N. 28th Street Killeen, Texas 76541 254-501-7672 jschambersr@killeentexas.gov	Killeen FD01 - Emergency Life Saving Equipment (Cardiac Monitors) -4 units - CDBG funds to be used for costs associated with the purchase of 4 Cardiac Monitors that will be used by first responders to increase capabilities of providing advanced life support to the citizens within the predominately low income areas of Killeen.	\$ 233,992.00	\$ 117,000.00	\$ 157,972.20	
14	Heather Buller, Assistant Director CITY OF KILLEEN RECREATION SERVICES 1700 E Stan Schlueter Loop Killeen, Texas 76543 254-501-8841 hbuller@killeentexas.gov	Stewart Splash Pad - 1 unit - CDBG funds will be used for costs associated procurement of the splash pad materials and construction/installation of the splash pad, water, drain, and electric lines, in Stewart Neighborhood Park located in the local target area-Large (LTALG) Census Tract 226.00 Block Groups 01 and 02. the Stewart Splash Pad and Park Remodel (ARPA funds) will serve the children and families in the 226 Census Tract which has an average of 74.26% low income/4,990 persons.	\$ 400,000.00	\$ 400,000.00	\$ 400,000.00	
TOTAL PROGRAM FUNDING REQUESTS:			\$ 1,191,387.00	\$ 972,230.18	\$ 1,013,202.38	

Total Available \$ 1,013,202.38

(includes all reprogrammed funds and remaining 65% of available Annual CDBG grant)

*** Includes forward commitment of \$58,465.00 of CDBG funding from each year - FY2023-24 and FY2024-25**

**CITY OF KILLEEN
HOME INVESTMENT PARTNERSHIPS PROGRAM
FY2020-23/M-22-MC-48-0228**

HOME PROGRAM REQUESTS					
AGENCY	PROJECT DESCRIPTION & PROPOSED UNITS	REQUESTED FUNDS	May 4 CDAC Recommendation	CDAC Recommendation	
15	Leslie K. Hinkle, Executive Director - Community Development Department CITY OF KILLEEN COMMUNITY DEVELOPMENT 802 N. 2nd Street, Bldg. E Killeen, Texas 76541 254.501.7847 lhinkle@killeentexas.gov chayward@killeentexas.gov	Affordable Housing Development-Rental- 8 units- HOME funds will be used for construction costs associated with 8 affordable rental housing units within the federally assisted housing tax credit development - Avanti Legacy Parkview. HOME units will have 30% AMI rent structure for very low-income households age 55 yrs and older. A total of 4 one bedroom units and 4 two bedroom units = 8 units at a max cost of \$183,132/1 br and \$222,694/2br per regulation.	\$ 1,623,304.00	\$ 769,222.65	\$ 842,687.40
16	Leslie K. Hinkle, Executive Director - Community Development Department CITY OF KILLEEN COMMUNITY DEVELOPMENT 802 N. 2nd Street, Bldg. E Killeen, Texas 76541 254.501.7847 chayward@killeentexas.gov	North Killeen Housing Redevelopment Program (12 units) - HOME funds will be used for construction related costs associated with reconstruction of affordable housing units targeting deteriorating units located within the boundaries of the City's designated North Killeen Revitalization Program area. The program will redevelop existing, deteriorating single family owner occupied and single family rental housing units and develop new housing units on vacant properties.	\$ 1,196,500.00	\$0.00	\$ -
TOTAL PROGRAM FUNDING REQUESTS :			\$ 2,819,804.00	\$ 769,222.65	\$ 842,687.40
		Total Available	\$ <u>842,687.40</u>		

CITY OF KILLEEN
CDBG /HOME ADMINISTRATION CHDO
FY2022-23/M-22-MC-48-0228
FY2022-23/B-22-MC-48-0220

ADMINISTRATION & CHDO

CDBG ADMINISTRATION		
Leslie K. Hinkle, Director of Community Development Department CITY OF KILLEEN 802 N 2nd Street, Bldg. E Killeen, Texas 76541 254.501.7843 lhinkle@killeentexas.gov	CDBG Administration 2022-23 - maximum 20% of annual grant amount - costs for salary, administration and delivery of the CDBG program.	\$ 232,796.00

TOTAL CDBG ADMINISTRATION REQUEST \$ 232,796.00

Total Available \$ 232,796.00
 (maximum 20% of Annual CDBG grant)

HOME ADMINISTRATION		
Leslie K. Hinkle, Executive Director - Community Development Department CITY OF KILLEEN COMMUNITY DEVELOPMENT 802 N. 2nd Street, Bldg. E P.O. Box 1329 Killeen, Texas 76540 254.501.7847 lhinkle@killeentexas.gov	HOME Program Administration 2022 - Maximum 10% of annual grant amount - costs for salary, operations and delivery of the HOME Program. \$58,917.50 Add in 10% of available program income = <u>\$30,467.67</u>	\$ 89,385.17

TOTAL HOME ADMINISTRATION REQUEST \$ 89,385.17

10% of Annual grant plus 10% of program income **\$ 89,385.17**

CITY OF KILLEEN
CDBG /HOME ADMINISTRATION CHDO
FY2022-23/M-22-MC-48-0228
FY2022-23/B-22-MC-48-0220

ADMINISTRATION & CHDO

HOME Program CHDO Requirement		
NO APPLICATION REQUEST	<p>2022 Minimum CHDO Set Aside Requirement- Minimum 15% of annual HOME allocation for eligible Community Housing Development Organization (CHDO) activity.</p> <p>No applications were received, the City must set aside the funds as required by regulation.</p>	<p>\$ 88,376.25</p>
TOTAL FUNDING CHDO SET ASIDE:		\$ 88,376.25
(minimum 15% of Annual HOME grant)		

MINUTES
COMMUNITY DEVELOPMENT ADVISORY COMMITTEE
May 4, 2022
Killeen Community Development Training Room
802 N. 2nd Street, Building E
Killeen, TX 76541
11:00 AM

1. CALL TO ORDER: Mr. Frederick called the meeting to order at 11:10.
2. ROLL CALL: Members present: LaDonna Barbee, Patsy Bracey, Jonathan Hildner, Luvina Sabree, Angela Ann Santos, Chet Southworth, and Mary Taylor. Tracy Hillman-Benoit was present but left the meeting at 11:19 am due to an emergency and did not return. City Staff: Leslie Hinkle, Holli Clements, Cinda Hayward, and Celeste Sierra.
3. APPROVAL OF AGENDA: Ms. Bracy moved seconded by Ms. Sabree to approve the agenda; motion carried.
4. APPROVAL OF MINUTES February 23, 2022: Mr. Hildner moved, seconded by Ms. Santos to approve February 23, 2022 as written; motion carried.
5. AGENDA ITEMS
 - A. Receive a briefing on open CDBG and HOME programs activities. (attachment- YTD Report): Ms. Hayward advised the report provides status of current activities funded with CDBG and HOME funds. Ms. Sabree asked about the two balances on the Housing Rehab Program and Ms. Hayward advised that the smaller figure was for program administration the larger figure was available for rehab activities. Mr. Frederick asked if the additional funding added to the Conder Park project by the City affected the CDBG funding. Ms. Hayward advised that CDBG project funds were not affected.
 - B. Discuss and consider reprogramming funds for availability in PY2022-2023 (City FY2023) CDBG/HOME programs and projects (attachment – Funds to Reprogram PY2022-23): Mr. Frederick asked Ms. Hayward to explain the reprogramming process. Ms. Hayward advised projects that were completed and still had a balance remaining would be reprogrammed as well as cancelled projects. She went over the items to be considered for reprogramming and Mr. Frederick asked which funds were available for public services. Ms. Hayward advised that all funds would have to be allocated to projects other than public services. She went over amounts available for reprogramming under the HOME program and Mr. Frederick asked where these HOME funds could be reprogrammed to and Ms. Hayward replied that to any eligible housing project. Mr. Frederick asked for a motion to reprogram \$327,676.65 of CDBG funds and \$431,273.82 in HOME funds. Mr. Southworth moved, seconded by Mr. Hildner to reprogram funds as indicated. Motion carried.
 - C. Receive a briefing on submittals for the PY22-23 Pre-Applications; Applications for Funding (AFFs) submitted; use of the AFF evaluation sheets; and Previous Forward Commitment of CDBG funding: Ms. Hayward advised that to assure that all entities interested in applying for CDBG and HOME funds are eligible they must go through the pre-application process where applicants submit all necessary proof that they are eligible entities. Ms. Hayward was available to conduct meetings prior to the pre application process to discuss project eligibility and then conducted workshops on how to complete the pre-application process. Once applicants complete the process, they were provided an application for funding and these final applications are brought to the Committee to determine recommendations for funding. She advised all applications submitted and evaluation sheets for each project are included in their packets and she reminded committee that there was a forward commitment for Bob Gilmore Senior Center in the amount of \$80,061.27. Ms. Hayward also advised that HUD has not forwarded the allocations yet for CDBG and HOME for FY 22-23. Ms. Hinkle then advised that funding recommendations may be based on the current allocation and depending on whether CDBG is more or less, more than likely less, the final allocations can be based on the difference in percentage between the current allocation and the final allocation when released by HUD. HOME program allocation will likely be higher, and the same procedure

can used for HOME. Mr. Frederick asked for a consensus for basing recommendations on the current CDBG and HOME allocations. Committee agreed. Ms. Santos left the meeting at 11:46 and Mr. Frederick recessed the meeting for lunch at 11:48 am. Mr. Frederick called the meeting back to order at 12:50 pm after returning from recess and Ms. Santos joined the meeting at 1:29 pm.

D. Discuss and consider recommendations for approval of CDBG and HOME Program Year 2022-2023 Applications for Funding of proposed activities to City Council*. (attachment - Annual AFF Book PY2022)

*In the event a recess is necessary, the meeting will resume on May 5, 2022, at 1:00 pm at the same location:

Ms. Hayward advised applicant presentations were on the schedule next and she would be running the on-screen presentations from the applicants that had submitted one. Ms. Hayward asked Mr. Frederick if he required any special procedure and Mr. Frederick advised he would only ask for introductions from the applicants before the presentations. The Committee listened to presentations for funding of public service programs from the following applicants:

1. 12:51 pm - Tasha Martin, Executive Director of Unity Visitation Center, Inc. for Rent/Lease assistance.
2. 1:24 pm – Raquel Watkins, Pastor, New Jerusalem Holy Christian Church Outreach Ministries for Community Advocacy Resource Education Support Center subsidy payments for clients
3. 1:46 pm – Nayda Ramos and James McWilliams, Program Director of Killeen Creators for volunteer coordinator salary assistance, irrigation system equipment and water utility for community gardens
4. 2:10 pm – Celeste Sierra, CD Specialist, City of Killeen for Elderly Transportation Program services
5. 2:23 pm – Sgt. Angela Matthews and Officer Kyle Moore, City of Killeen Police Dept. for operations assistance for the Community Engagement Unit
6. 2:55 – Kimbra Hobbs, Director of Senior Nutrition for salary assistance for Meal Service Coordinator for delivery of meals to homebound seniors
7. 3:07 pm – TaNeika Driver-Moultrie, Executive Director of Greater Killeen Free Clinic for office manager salary assistance
8. 3:28 pm – Maureen Jouett, Executive Director, Bring Everyone in the Zone, Inc. for resource manager salary assistance
9. 3:34 pm, Michael Dewees, Executive Director, Communities in Schools of Greater Central Texas, Inc., David Woodbury and Jaquan Jackson for CIS case worker salary assistance in the Connections Program, Killeen Elementary School
10. 3:52 pm, William K. Hall, Operations Director for Families in Crisis, Inc. case manager salary assistance at the Friends in Crisis Homeless Shelter.

Mr. Frederick excused himself from the Greater Killeen Free Clinic presentation at 3:06 pm. Ms. Santos and Ms. Sabree left the meeting at 3:22 pm. All public service presentations ended at 4:02 pm. Mr. Southworth left the meeting at 4:05 PM. Mr. Frederick asked members if they wanted to take their score sheets to review projects based on today's presentations. Mr. Hildner suggested committee discuss presentations and individual program merits without discussing funding until the following meeting when all members were present again. Committee went on to discuss presentations with Mr. Frederick recusing himself before committee the discussion on Greater Killeen Free Clinic presentation. After completing discussions, Mr. Frederick entertained a motion to adjourn and meet again on May 5, 2022 at 1:00 pm to continue meeting.

6. **ADJOURNMENT:** Mr. Hildner moved, seconded by Ms. Sabree to adjourn. Motion carried and meeting adjourned at 4:46 pm.

Community Development Advisory Committee
May 5, 2022
1:00 PM

1. **CALL TO ORDER:** Mr. Frederick called the meeting to order at 1:03 pm.

2. ROLL CALL: Members present: Patsy Bracey, Johnny Frederick, Jonathan Hildner, Luvina Sabree, Angela Ann Santos (2:00 pm), Chet Southworth and Mary Taylor. Absent: LaDonna Barbee and Tracy Hillman-Benoit. City Staff: Leslie Hinkle, Holli Clements, Cinda Hayward, and Celeste Sierra.

5. AGENDA ITEMS

- D. Discuss and consider recommendations for approval of CDBG and HOME Program Year 2022-2023 Applications for Funding of proposed activities to City Council*. (attachment - Annual AFF Book PY2022):

Mr. Frederick advised the meeting was to continue discussion and consider recommendations for funding for CDBG and HOME FY 22-23 activities. The Committee listened to presentations for funding for the following CDBG Housing, Code Enforcement, and Public Facilities and Improvements application requests:

1. 1:04 pm - Ed Radeke, CD Housing and Facility Manager, City of Killeen for the Housing Rehabilitation Program
2. 1:12 pm – Kevin Watkins, Director of Code Enforcement, City of Killeen for CDBG Code Enforcement officer salary and operations
3. 1:30 pm – James Chambers, Deputy Chief, EMS Operations, City of Killeen for emergency life saving equipment
4. 2:00 pm – Joe Brown, Executive Director of Recreation Services, City of Killeen for Stewart Neighborhood Park splash pad

Ms. Santos joined the meeting at 2:00 pm and committee heard presentations from HOME Program applicants.

Ms. Hayward, CD Programs Manager, City of Killeen submitted the following applications for HOME:

1. Affordable Housing Development for 8 affordable rental housing units withing the federally assisted housing tax credit development – Avanti Legacy Parkview.
2. North Killeen Housing Redevelopment Program for reconstruction of 12 single family owner occupied and single-family rental housing units and development of new housing units on vacant properties.

Committee took a five-minute break and returned to discuss funding for the public service applications submitted. Mr. Frederick advised the amount available for public service program recommendation is \$167,218.80 based on the current CDBG allocation and adjustments to programs funded can be reduced or increased by percentage when the final allocation amount comes in. After discussing the applications (Mr. Frederick recused himself from Greater Killeen Free Clinic discussions) in detail Mr. Southworth moved, seconded by Mr. Hildner to recommend the following public service funding amounts to City Council, motion carried:

1. Unity Visitation Center, Inc. for rental assistance with the stipulation that if a grant agreement is not signed between Oct 1 – Dec 31, 2022, funding is forfeited and \$2500.00 will be allocated to Greater Killeen Free Clinic and \$2500.00 allocated to the Killeen Police Department Community Engagement Unit.: \$ 5,000.00
2. New Jerusalem Holy Christian Church Outreach Ministries for CARES subsidy payments: \$ 00.00
3. Killeen Creators for salary assistance for volunteer coordinator and irrigation systems and water utility assistance for two gardens: \$ 22,263.00
4. City of Killeen Elderly Transportation Program for direct transportation assistance to eligible Killeen elderly persons: \$ 65,000.00
5. City of Killeen Police Department for the Community Engagement

Unit operations:	\$ 14,033.80
6. <u>Hill Country Community Action Association, Inc.</u> for salary assistance for senior meals service coordinator:	\$ 16,530.00
7. <u>Greater Killeen Free Clinic</u> for office manager salary assistance:	\$ 18,750.00
8. <u>Bring Everyone in the Zone</u> for salary assistance for resource manager:	\$ 6,642.00
9. <u>Communities in Schools of Greater Central Texas, Inc.</u> for salary assistance for Connections Program caseworker at Killeen Elementary School:	\$ 19,000.00
10. <u>Families in Crisis, Inc.</u> for homeless shelter case manager:	\$ 00.00
TOTAL:	\$167,218.80

Committee went on to discuss in detail the CDBG Housing Rehabilitation, Code Enforcement, Public Facilities/Improvements – City Owned applications for funding. After discussions, Mr. Hildner moved, seconded by Ms. Santos to recommend the following funding amounts to City Council, motion carried:

1. <u>City of Killeen Community Development Housing Rehabilitation Program</u> for program administration and rehabilitation of 8 units:	\$396,765.18
2. <u>City of Killeen Code Enforcement</u> for salary and operations for a CDBG Code Enforcement officer, with an additional amount of \$58,465.00 each in forward commitments for FY 23-24 and 24-25:	\$ 58,465.00
3. <u>City of Killeen Fire Department</u> for purchase of two cardiac monitors (emergency lifesaving equipment):	\$117,000.00
4. <u>City of Killeen Recreation Services</u> for construction of a Splash pad in Stewart Neighborhood Park:	\$400,000.00
TOTAL:	\$972,320.18

After discussing the HOME Program applications submitted for funding, Mr. Hildner moved seconded by Ms. Santos to make a recommendation for the Affordable Housing Development Project in the amount of \$769,222.65 and to add any additional funding that comes in with the FY 22-23 HOME Program allocation to the project up to \$1,623,304.00 and, furthermore, a recommendation of \$00.00 is made for the North Killeen Housing Redevelopment Program. Motion carried.

After review and discussion on the CDBG and Home Administration and Planning of activities and the Community Housing Development Organization required set aside the Committee made the following recommendations:

Ms. Santos moved, seconded by Mr. Southworth to fund the CDBG Program Administration and Planning in the amount of 20% of the CDBG Program FY 22-23 allocation.

Ms. Sabree moved, seconded by Mr. Hildner to fund the HOME Program Administration and Planning in the amount of 10% of the HOME Program FY 22-23 allocation and to add 10% of the HOME program income amount received during FY 21-22 for additional administrative funds for HOME.

After discussion on the Community Housing Development Organization required set aside, Ms. Sabree moved, seconded by Mr. Hildner to set aside the required 15% of the FY 22-23 HOME Program allocation. Motion carried.

Mr. Frederick reminded the committee to complete, sign, date and turn in their score sheets. He advised that recommendations will be made to City Council after a public hearing and one month later after another public hearing where City Council will decide to accept, modify, or reject recommendations. The next CDAC meeting will be sometime in December 2022 and Ms. Hayward will email members when the final allocations for FY 22-23 come in. She will provide the revised numbers and will also provide the Committee with the City Council meeting dates. Committee members may attend meetings but will have to check dates to avoid a quorum as that will constitute a meeting. Applicants may also be at the City

Council meetings.

Mr. Frederick entertained a motion to adjourn, and Mr. Southworth moved, seconded by Ms. Taylor to adjourn. Motion carried and meeting adjourned at 4:40 PM.

Celeste Sierra
CD Specialist
Community Development

MINUTES
COMMUNITY DEVELOPMENT ADVISORY COMMITTEE
May 25, 2022
Killeen Community Development Training Room
802 N. 2nd Street, Building E
Killeen, TX 76541
3:00 PM

1. CALL TO ORDER: Mr. Frederick called the meeting to order at 3:00 PM.
2. ROLL CALL: Members present: LaDonna Barbee, Patsy Bracey, Tracy Hillman-Benoit, Luvina Sabree (in at 3:15), Chet Southworth, and Mary Taylor. Absent: Angela A. Santos and Jonathan Hildner. City staff present: Leslie Hinkle, Holli Clements, Cinda Hayward (on TEAMS platform), and Celeste Sierra
3. APPROVAL OF AGENDA: Ms. Bracey moved, seconded by Ms. Hillman-Benoit to approve the agenda. Motion carried unanimously.
4. APPROVAL OF MINUTES: Ms. Hillman-Benoit moved, seconded by Mr. Southworth to approve the May 4, 2022 minutes as written. Motion carried unanimously.
5. AGENDA ITEMS
 - A. Discuss and consider reprogramming of CDBG PY2021 funds for availability in PY2022-2023 (City FY2023) for projects (attachment -Email from Central Texas 4C): Ms. Hinkle advised that Central Texas 4C would not be able to spend the \$9,000 allocated for the Head Start Centers garden boxes FY 21-22 and has chosen to return the funds. She advised the \$9,000 are available for the committee to consider reprogramming to another activity. Mr. Southworth asked where the funds would be able to get allocated to? Ms. Hinkle advised the funds would have to be allocated to any of the facilities projects as public services already has a 15% allocation cap. Mr. Southworth moved, seconded by Ms. Bracey to reprogram the \$9,000 from Central Texas 4C to eligible activities. Motion carried unanimously.
 - B. Discuss and consider recommendations, for approval of CDBG and HOME Program Year 2022-2023 funding of proposed activities with FY2023 HUD amounts, to City Council. (attachment – HUD Allocation FY2022-23 MS Excel Sheet, Project Tables): Ms. Hinkle advised the final 22-23 Entitlement allocation for CDBG increased instead of decreasing. The final entitlement is \$1,163,980 and this increases the amount available for public service programs by \$7,378.20 and it also increases the amount available for facilities by \$31,972.20. By also adding the \$9,000 the committee had just approved for reprogramming, the total available for funding facilities is \$40,972.20. Mr. Frederick asked the committee how they wanted to proceed in allocating the additional public service funds as they could allocate to one program or they could split equally between all programs or allocate to the programs that were under-funded. Mr. Southworth moved, seconded to Ms. Bracey to allocate half of the funds in the amount of \$3,689.10 to the Police Department Community Engagement Unit for a total allocation of \$17,722.90 and \$3,689.10 to the Greater Killeen Free Clinic for a total allocation of \$22,439.10. Motion carried unanimously. After brief discussion on current funding for the Housing Rehabilitation Program, the CDBG Code Enforcement Officer and the Fire Department cost per unit of the life-saving equipment, Ms. Hillman-Benoit moved, seconded by Ms. Sabree to allocate the remaining funds in the amount of \$40,972.20 under facilities to the Fire Department for purchase of life-saving equipment, bringing the total recommendation for funding to \$157,972.20. Motion carried unanimously. New funding recommendations public services and facilities will be forward to City Council for consideration. Ms. Hinkle advised that the HOME program Entitlement allocation for FY 22-23 was \$589,175 but that there were no changes to recommendations made during the May 4, 2022 meeting since the committee had recommended that any additional funds received under the HOME Program would be allocated to the Affordable Housing Development project.
6. ADJOURNMENT: Meeting was adjourned by Mr. Frederick at 3:20 PM.

Celestina Sierra,
CD Specialist

ORDINANCE _____

AN ORDINANCE AUTHORIZING SUBMITTAL OF THE 2022-2023 PROGRAM YEAR(PY) ANNUAL ACTION PLAN DESCRIBING THE USE OF FUNDS AND AUTHORIZING THE APPLICATION FOR AND ALLOCATION OF \$1,163,980.00 IN PY 2022-23/FISCAL YEAR 2023 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS AND THE USE OF PRIOR YEAR RE-PROGRAMMABLE FUNDS FOR A TOTAL EXPENDITURE OF \$1,500,656.65 OF CDBG FUNDS; AND THE APPLICATION OF \$589,175.00 IN HOME INVESTMENT PARTNERSHIP (HOME) PROGRAM FUNDS, THE USE OF PRIOR YEARS REPROGRAMMABLE FUNDS AND PY 2021-22 PROGRAM INCOME FOR A TOTAL EXPENDITURE OF \$1,020,448.82 OF HOME FUNDS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the 2022-23 Action Plan describing CDBG and HOME activities is consistent with the goals and objectives described in the Consolidated Strategic Plan; and

WHEREAS, two public hearings were conducted and held by the City Council to seek citizen participation and comment on the Program Year 2022-23 Action Plan describing the allocation of Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) Program funds; and

WHEREAS, the Community Development Advisory Committee (CDAC) has reported its recommendation on the use of CDBG and HOME Program funds for PY 2022-23; and

WHEREAS, the City Council of the City of Killeen has invited and received further citizen comment on the allocation of \$1,163,980.00 in PY 2022-23 CDBG funds and the reprogramming of \$336,676.65 of CDBG funds from cancelled or completed projects, and the allocation of \$589,175.00 in PY 2022-23 HOME funds, the reprogramming of \$176,418.82 of HOME funds from prior year cancelled or completed projects and Program Year 2021-22 program income in the amount of \$254,855.00; and

WHEREAS, after due consideration of the community's needs within the City as required by the U.S. Department of Housing and Urban Development, the City Council of the City of Killeen has determined to apply for and has agreed on the allocation of said funds;

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 held public hearings, on June 28, 2022 and July 26, 2022 in accordance with HUD regulations to hear and accept citizen comments, on the 2022-2023 Annual Action Plan for the required 30-day comment period, with the comment period beginning June 27, 2022 and ending July 26, 2022, describing proposed CDBG and HOME activities.

SECTION II. That the City Council of the City of Killeen hereby authorizes the City Manager to submit the 2022-2023 Annual Action Plan and execute an application for \$1,163,980.00 in CDBG funds and \$589,175.00 in HOME funds for Program Year 2022-23/ City Fiscal Year 2023 and approves reprogramming of \$336,676.65 in prior year CDBG funds and \$176,418.82 in prior year HOME funds and \$254,855.00 in program income and approves CDBG and HOME Program expenditures during the Fiscal Year 2023 in the following manner:

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)

Public Services

Unity Visitation Center, Inc. for rent assistance	\$ 5,000.00
Killeen Creators salary for volunteer coordinator, irrigation system and water utilities for two community gardens	\$ 22,263.00
City of Killeen Elderly Transportation Program for senior transportation	\$ 65,000.00
City of Killeen Police Dept. for Community Engagement Unit	\$ 17,722.90
Hill Country Community Action, Inc. salary for coordinator- senior meal delivery	\$ 16,530.00
Greater Killeen Free Clinic salary for office manager	\$ 22,439.10
Bring Everyone in the Zone salary for resource manager	\$ 6,642.00
Communities in Schools of Greater Central Texas, Inc. salary for Connections Program case worker at Killeen Elementary School	\$ 19,000.00

Housing, Code Enforcement, City-Owned Public Facilities/Improvements

City of Killeen Housing Rehabilitation Program and program administration	\$ 396,765.18
City of Killeen Code Enforcement Officer salary and benefits plus a forward commitment of \$58,465 each for FY 23-24 and FY 24-25	\$ 58,465.00
City of Killeen Fire Dept. for fire equipment/ life-saving equipment	\$ 157,972.20
City of Killeen Recreation Services for splash pad in Stewart Neighborhood Park	\$ 400,000.00
City of Killeen Recreation Services for Bob Gilmore Senior Center forward commitment in FY 22-23	\$ 80,061.27

Community Development (CDBG) Administration and Planning of Activities	<u>\$ 232,796.00</u>
TOTAL Community Development Block Grant	\$1,500,656.65

HOME INVESTMENT PARTERSHIPS ACT (HOME) PROGRAM

Affordable Housing Development -Rental-8 units	\$ 842,687.40
Community Housing Development Organization required set aside	\$ 88,376.25
HOME Program Administration and Planning of Activities	\$ 58,917.50
10% program income eligible expense for Admin/Planning	<u>\$ 30,467.67</u>
TOTAL HOME Program Grant	\$1,020,448.82

Further, all funds remaining in any project account at the completion of the project shall be transferred forward to like accounts to be available for subsequent reprogramming to other eligible projects.

SECTION III. That if any section or part of any section or paragraph of this

ordinance is 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 this ordinance shall be effective after its passage and approval to law.

PASSED AND APPROVED at a regular meeting of the City Council of the City of Killeen, Texas, this 26th day of July 2022 at which meeting a quorum was present, held in accordance with the provisions of V.T.C.A. Government Code § 551.001 *et seq.*

APPROVED

ATTEST:

Debbie Nash-King, MAYOR

Lucy C. Aldrich, CITY SECRETARY

APPROVED AS TO FORM AND LEGALITY:

Traci S. Briggs, CITY ATTORNEY

DISTRIBUTION: Community Development Department, Finance Department



FY23 CDBG & HOME GRANT REQUESTS – 1ST PUBLIC HEARING

PH-22-046

June 21, 2022

450

Background & Information

2

- Annually the city receives funding from the U.S. Department of Housing and Urban Development (HUD) from two of the four formula grant programs
 - ▣ Community Development Block Grant (CDBG)
 - ▣ Home Investment Partnerships Act (HOME)
- The city must seek input from the community; hold public hearings; and submit an action plan to HUD for approval

Community Input & Community Survey

3

- Community Development Division conducts community planning meetings to gather citizen input on community needs.
 - ▣ Input meetings held in February 2022
- Results are posted on City website
- Results guide the CDAC committee's recommendations for proposed activities for the coming year

HUD Grant Programs

4

- ❑ **CDBG activities must meet a national objectives**
 - ▣ Benefit low- and moderate-income persons
 - ▣ Eliminate slum and blight – area or spot basis
 - ▣ Respond to natural disasters
- ❑ **HOME activities must address housing**
 - ▣ Development and redevelopment of affordable units for tenants and owners, and rental assistance

Public Hearings & Citizen Comment

5

- Public hearings scheduled
 - ▣ June 28th and July 26th
- Citizen comment for 30 days
 - ▣ June 27 – July 26
 - ▣ Oral, written comment –applicable to CDBG and HOME funding

Community Development Grant Programs (CDBG & HOME) Funding FY 23

6

□ CDBG grant	\$1,163,980.00
□ Reprogrammed funds (completed or cancelled projects)	\$ 336,676.65
□ Total funding available	\$1,500,656.65
□ HOME grant	\$ 589,175.00
□ Reprogrammed funds & program income	\$ 431,273.82
□ Total funding available	\$ 1,020,448.82

Community Development Advisory Committee

7

- Met May 4th, 5th, and May 25th to review applications for funding
- Used scoring criteria with emphasis on four areas:
 - Significance – extent to which project meets a national objective & identified need in 2020-2024 5-year Consolidated Plan Strategy
 - Feasibility – an applicant’s financial or organizational capacity to carry out the proposed activity/project
 - Compliance – the applicant’s ability to comply with federal rules and regulations in implementing their activity/project
 - Leveraging of Funds – does project have other possible resources directed to carry out their activity/project

CDBG Funding Categories

8

- Public Services
 - ▣ Limited to 15% of annual grant
- Housing, Public Facilities & Improvements, Code Enforcement and other eligible CDBG projects
 - ▣ 65% + reprogrammed funds
- Administration
 - ▣ Limited to 20% of annual grant

Community Development Block Grant – Public Service Funding Requests

9

Agency	Project Description	Amount Requested	CDAC Recommendation
UNITY VISITATION CENTER	UVC - Operations	\$34,078.00	\$ 5,000.00
NEW JERUSALEM HOLY CHRISTIAN CHURCH	Outreach C.A.R.E.S. -assistance payments	\$36,000.00	\$ 0.00
KILLEEN CREATORS	Community Gardens – salary and operations	\$22,263.00	\$ 22,263.00
KILLEEN POLICE DEPARTMENT	Community Engagement Unit-Operations	\$ 20,000.00	\$ 17,722.90

Community Development Block Grant – Public Service Funding Requests

10

Agency	Project Description	Amount Requested	CDAC Recommendation
HILL COUNTRY COMMUNITY ACTION AGENCY	Killeen Elderly Meals Program- salary assistance	\$16,530.00	\$ 16,530.00
FAMILIES IN CRISIS	Homeless Shelter Case Manager – salary assistance	\$ 30,000.00	\$ 0.00
COMMUNITIES IN SCHOOLS OF CENTRAL TEXAS	Connections Program (Killeen Elementary) – salary assistance	\$19,000.00	\$ 19,000.00
GREATER KILLEEN COMMUNITY CLINIC	Clinic Office Manager – salary assistance	\$25,000.00	\$ 22,439.10

Community Development Block Grant – Public Service Funding Requests

11

Agency	Project Description	Amount Requested	CDAC Recommendation
BRING EVERYONE IN THE ZONE	Resource Program - salary assistance	\$6,642.00	\$ 6,642.00
CITY OF KILLEEN	Elderly Transportation Program -Direct Assistance to Beneficiaries - elderly transportation services	\$ 65,000.00	\$ 65,000.00
Public Services -15% - \$174,597.00		\$274,513.00	\$174,597.00

Community Development Block Grant – Public Facilities & Improvements, Housing, Code Enforcement

12

Agency	Project Description	Amount Requested	CDAC Reco
CITY OF KILLEEN RECREATION SERVICES	Bob Gilmore Senior Center – forward commitment from FY2022	\$ 80,061.27	\$ 80,061.2
CITY OF KILLEEN DEVELOPMENT SERVICES	Code Enforcement -Salary & Overhead – 1 (one) code enforcement officer for North Killeen; with \$58,465.00 forward commitment each year for FY24 and FY25	\$ 175,395.00	\$ 58,465.0
CITY OF KILLEEN FIRE DEPARTMENT	Fire/Rescue Life Saving Devices – 3 (three) LifePAK15 units for North Killeen Fire Stations	\$ 233,992.00	\$ 157,792

Community Development Block Grant – Public Facilities & Improvements, Housing, Code Enforcement

13

Agency	Project Description	Amount Requested	CDAC Recommendation
CITY OF KILLEEN COMMUNITY DEVELOPMENT	Killeen Housing Rehabilitation Program – Owner housing rehabilitation, lead abatement and program delivery costs	\$382,000.00	\$ 396,765.18
CITY OF KILLEEN RECREATION SERVICES	Stewart Neighborhood Park – Splash Pad	\$400,000.00	\$ 400,000.00
Total remaining available funding amount \$1,013,202.38		\$1,191,387.00	\$1,013,202.38

Community Development Block Grant Administration – maximum 20% of annual grant

14

Agency	Project Description	Amount Requested	CDAC Recommendation
CITY OF KILLEEN COMMUNITY DEVELOPMENT	CDBG administration	\$232,796.00	\$232,796.00
Total 20% of grant amount allowed		\$232,796.00	\$232,796.00

HOME Program - Housing Funding Requests

15

Agency	Project Description	Amount Requested	CDAC Recommendation
CITY OF KILLEEN COMMUNITY DEVELOPMENT	Affordable Housing Development-Rental- 8 units- construction costs associated with 8 new affordable rental housing units	\$1,623,204.00	\$842,687.00
CITY OF KILLEEN COMMUNITY DEVELOPMENT	North Killeen Housing Redevelopment Program (12 units)	\$1,196,500.00	\$ 0.00

HOME Grant Administration & Community Housing Development Organizations

16

Agency	Project Description	Amount Requested	CDAC Recommendation
CITY OF KILLEEN COMMUNITY DEVELOPMENT	HOME Grant Administration – maximum 10% of annal grant; plus 10% of Program Income	\$89,385.17	\$89,385.17
COMMUNITY DEVELOPMENT HOUSING ORG.(CHDO)	Required Set-aside Minimum - 15% of annual grant	\$ 0.00	\$88,376.25
HOME Program Requests		\$2,997,565.30	\$1,020,448.82

Summary

17

- Required comment period begins June 27th and ends July 26, 2022.
- Approval of Ordinance at 2nd public hearing
- Submittal of PY2022-23 Annual Action Plan to HUD
- Release of funding – after October 1, 2022



City of Killeen

Staff Report

File Number: PH-22-047

1	City Council Workshop	06/21/2022	Reviewed and Referred	City Council	06/28/2022
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HOLD a public hearing and consider an ordinance requested by Republic Engineering & Development Services on behalf of the Sheryl Yowell Anderson 1998 Trust Et Al. **(Case #FLUM 22-18)** to amend the Comprehensive Plan's Future Land Use Map (FLUM) from an 'Estate' (E) designation to a 'Planned Development' (PD) designation for approximately 390.72 acres out of the M. J. Pleasant Survey, Abstract No. 652 and the S. D. Carothers Survey, Abstract No. 177. The property is locally addressed as 4244 Stagecoach Road, Killeen, Texas.

DATE: June 21, 2022

TO: Kent Cagle, City Manager.

FROM: Edwin Revell, Executive Director of Development Services

SUBJECT: FLUM CASE 22-18: 'Estate' (E) to 'Planned Development' (PD)

BACKGROUND AND FINDINGS:

Property Information:

Property Owner: Sheryl Yowell Anderson 1998 Trust et al.

Agent: Republic Engineering & Development Services

Current FLUM Designation: 'Estate' (E)

Requested FLUM Designation: 'Planned Development' (PD)

Current Zoning: "A" (Agricultural District)

Proposed Zoning: Planned Unit Development (PUD) with "A-R1" (Agricultural Single-Family Residential District), "SR-1" (Suburban Residential Single-Family Residential District), "SR-2" (Suburban Residential Single-Family District), "SF-2" (Single-Family Residential District), "R-1" (Single-Family Residential District), "R-2" (Two-Family Residential District) & "B-5" (Business District)

Summary of Request:

Republic Engineering & Development Services, on behalf of Sheryl Yowell Anderson 1998 Trust et al., has submitted a request to amend the Comprehensive Plan's Future Land Use Map (FLUM) from a 'Estate' (E) designation to a 'Planned Development' (PD) designation, being approximately 390.72 acres out of the M. J. Pleasant Survey, Abstract No. 652 and the S. D. Carothers Survey, Abstract No. 177. If approved, the applicant intends to develop the property into a mixed-use community with multiple types of single-family residential, two-family residential, commercial uses, and open space amenities.

This request was tabled by the Planning and Zoning Commission on May 2, 2022 to the June 6, 2022 meeting pending applicant's submittal of additional PUD information. Since that time, the applicant has provided amended exhibits and satisfied all of staff's comments.

Zoning/Plat Case History:

The subject property was annexed into the city limits on March 16, 2004 via Ordinance No. 04-12. The property was subsequently zoned "A" (Agricultural District) on April 26, 2005 via Ordinance No. 05-31. The property is currently unplatted.

Character of the Area:

Surrounding Land Use and Zoning:

	Current Land Use	Zoning District*	FLUM Designation**
North	Single-family homes on large lots	R-1	E & SR
East	Single-family homes, mobile home park, & existing commercial property	R-1, RMH, B-3, & B-5	R, SC, & GR
South	Single-family homes on large lots, undeveloped property, & Fire Station 8	A, A-R1, & R-1	E, SR, & GR
West	Single-family homes and undeveloped property	PUD w/ R-1	GR

* A (Agricultural District), A-R1 (Agricultural Single-Family Residential District), Planned Unit Development (PUD), R-1 (Single-Family Residential District), RMH (Mobile Home District), B-3 (Local Business District), & B-5 (Business District)

** Rural (R), Estate (E), Suburban Residential (SR), Suburban Commercial (SC), & General Residential (GR).

Future Land Use Map Analysis:

This property is designated as 'Estate' (E) on the Future Land Use Map (FLUM) of the Comprehensive Plan.

The 'Estate' (E) designation encourages the following development types:

- Detached residential dwellings
- Public/institutional
- Parks and public spaces

If approved, the 'Planned Development' (PD) designation encourages the following development types:

- Mixed use (retail, office, residential, public)
- Variety of housing types
- Parks and public spaces

The applicant has submitted a concurrent request to rezone the property from "A" (Agricultural District) to a Planned Unit Development (PUD) with "A-R1" (Agricultural Single-Family Residential District), "SR-1" (Suburban Residential Single-Family Residential District), "SR-2" (Suburban Residential Single-Family District), "SF-2" (Single-Family Residential District), "R-1" (Single-Family Residential District), "R-2" (Two-Family Residential District), and "B-5" (Business District) uses.

Water, Sewer and Drainage Services:

Provider: City of Killeen

Within Service Area: Yes

Feasibility Study or Service Commitment: Water, sanitary sewer, and drainage utility service is located within the City of Killeen municipal utility service area and available to the subject tract.

Staff is of the determination that the current water infrastructure in this area is sufficient to serve the proposed development. The City began receiving water from the new water plant on Stillhouse Lake in June 2021, which improved water service to the southeast part of the city. Prior to the new plant, water had to travel from the northside of the City. There is a 16" transmission main along Stagecoach up to Cunningham and a 12" transmission main along Stagecoach to East Trimmier.

Transportation and Thoroughfare Plan:

Ingress and egress to the property is from Stagecoach Road and East Trimmier Rd which are both classified as a 110' wide Minor Arterial streets on the City of Killeen Thoroughfare Plan.

Environmental Assessment:

FEMA regulatory Special Flood Hazard Areas (SFHA) for Embers Creek and Trimmier Creek cross the property. There are freshwater ponds, freshwater forested/shrub wetlands, freshwater emergent wetlands, and riverine habitats on or adjacent to the property as identified on the National Wetlands Inventory.

Public Notification:

Staff mailed courtesy notices to two-hundred and forty-seven (247) surrounding property owners regarding this request. Of those property owners notified, seventy (70) reside outside of Killeen.

Staff Findings:

The 'Estate' (E) land use category is characterized as a transition between Suburban and Rural character areas, with further progression along the character spectrum toward environments where the landscape is visually dominant over structures. It is still in the Suburban portion of the character spectrum, but with larger lots (typically 1 acre minimum), especially where required by public health regulations to allow for both individual water wells and on-site septic systems on properties where centralized water and/or wastewater service is not available or feasible. One-acre lots are usually adequate in wooded areas to achieve visual screening of homes (from streets and adjacent dwellings). Three- to five-acre lots may be needed to achieve and maintain Estate character in areas with more open land.

The 'Planned Development' (PD) land use category is characterized by a potential for distinct character areas, from Urban to Suburban, within an overall development design. Site design and development quality should be superior given strategic location and high profile, should be designed to be transit supportive, and should provide for safe and convenient bicycle and pedestrian circulation options, both within and beyond the planned development area.

The current zoning of the subject property is "A" (Agricultural District). The surrounding area includes predominantly residential uses and undeveloped properties. To the north and south, there are single-family homes on large lots. To the east, there are existing single-family homes, mobile home park, and commercial property. To the west are existing single-family homes and undeveloped property.

THE ALTERNATIVES CONSIDERED:

The City Council has three (3) alternatives. The Council may:

- Disapprove the applicant’s FLUM amendment request;
- Approve a more restrictive FLUM designation than requested by the applicant; or
- Approve the applicant’s FLUM amendment request as presented.

Which alternative is recommended? Why?

Staff recommends approval of the applicant’s request as presented. Staff finds that the proposed development includes a mix of housing types and lot sizes, as well as a significant amount of open space and park amenities. Therefore, staff is of the determination that the proposed development is consistent with the policies and principles discussed during the ongoing Comprehensive Plan process.

CONFORMITY TO CITY POLICY:

This request conforms to the City’s policy and procedures as detailed in Chapter 31 of the Killeen Code of Ordinances.

FINANCIAL IMPACT:

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

The proposed FLUM amendment does not involve the expenditure of City funds. However, subsequent development and dedication of public infrastructure will involve the expenditure of maintenance funds over the life cycle of future development.

Is this a one-time or recurring expenditure?

This is not applicable.

Is this expenditure budgeted?

This is not applicable.

If not, where will the money come from?

This is not applicable.

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

This is not applicable.

RECOMMENDATION:

Commissioner Minor made a motion to recommend approval of the FLUM amendment request as presented. Commissioner Gukeisen seconded, and the motion passed by a vote of 4 to 1 with Commissioner Ploeckelmann in opposition. Commissioner Ploeckelmann expressed concern

regarding development of the last remaining open area within the city.

DEPARTMENTAL CLEARANCES:

This item has been reviewed by the Planning and Legal staff.

ATTACHED SUPPORTING DOCUMENTS:

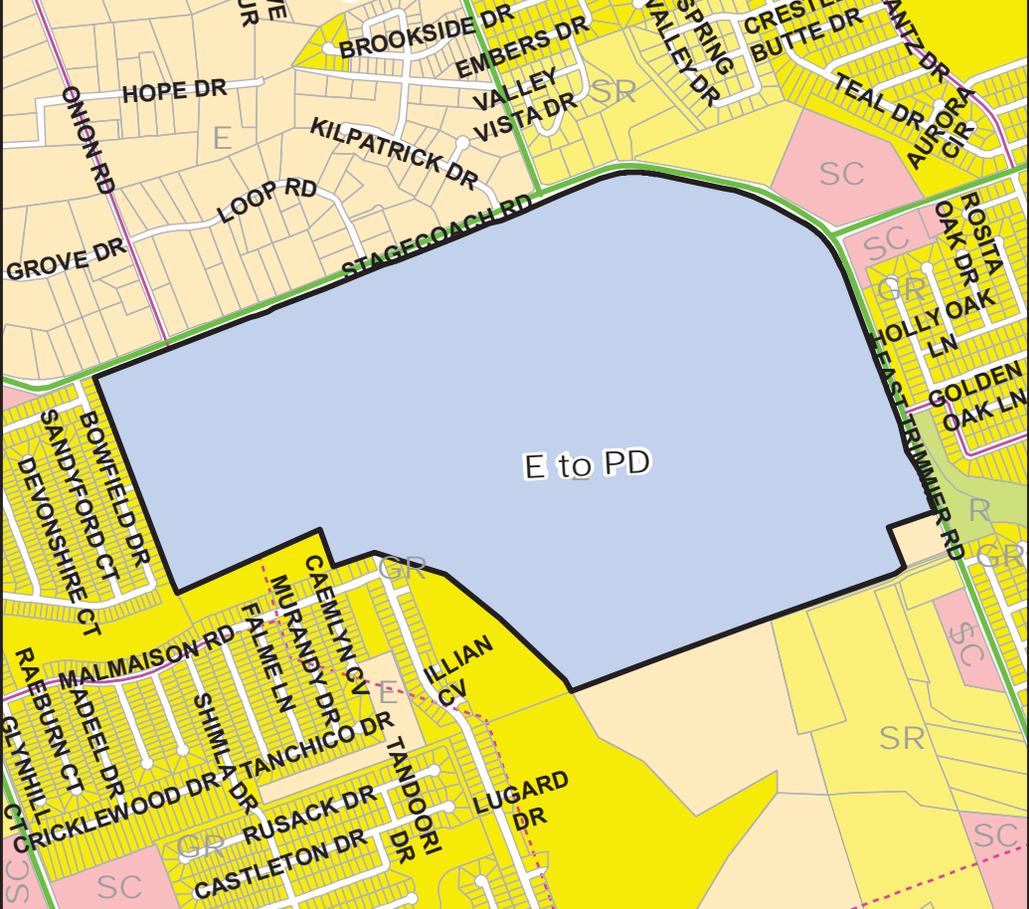
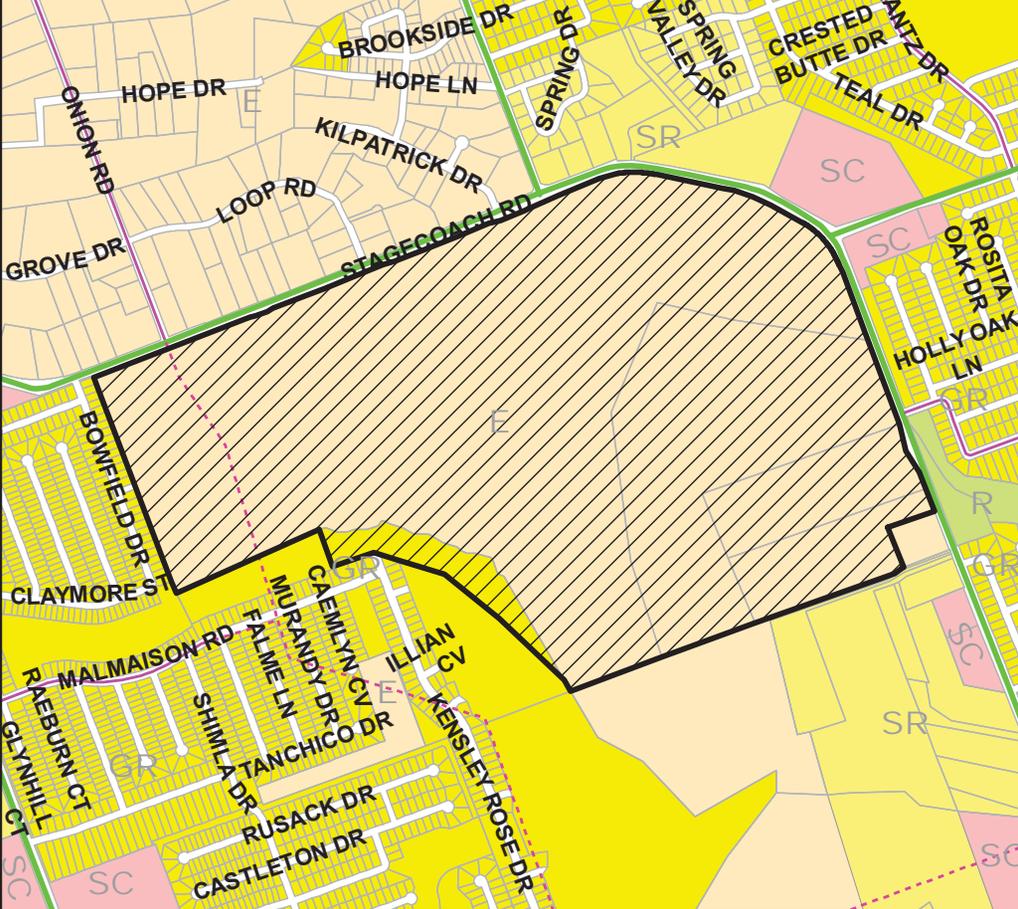
Maps

Minutes

Ordinance

EXISTING FUTURE LANDUSE MAP

REQUESTED FUTURE LANDUSE MAP



FUTURE LAND USE MAP Case: FLUM AMENDMENT 2022-18

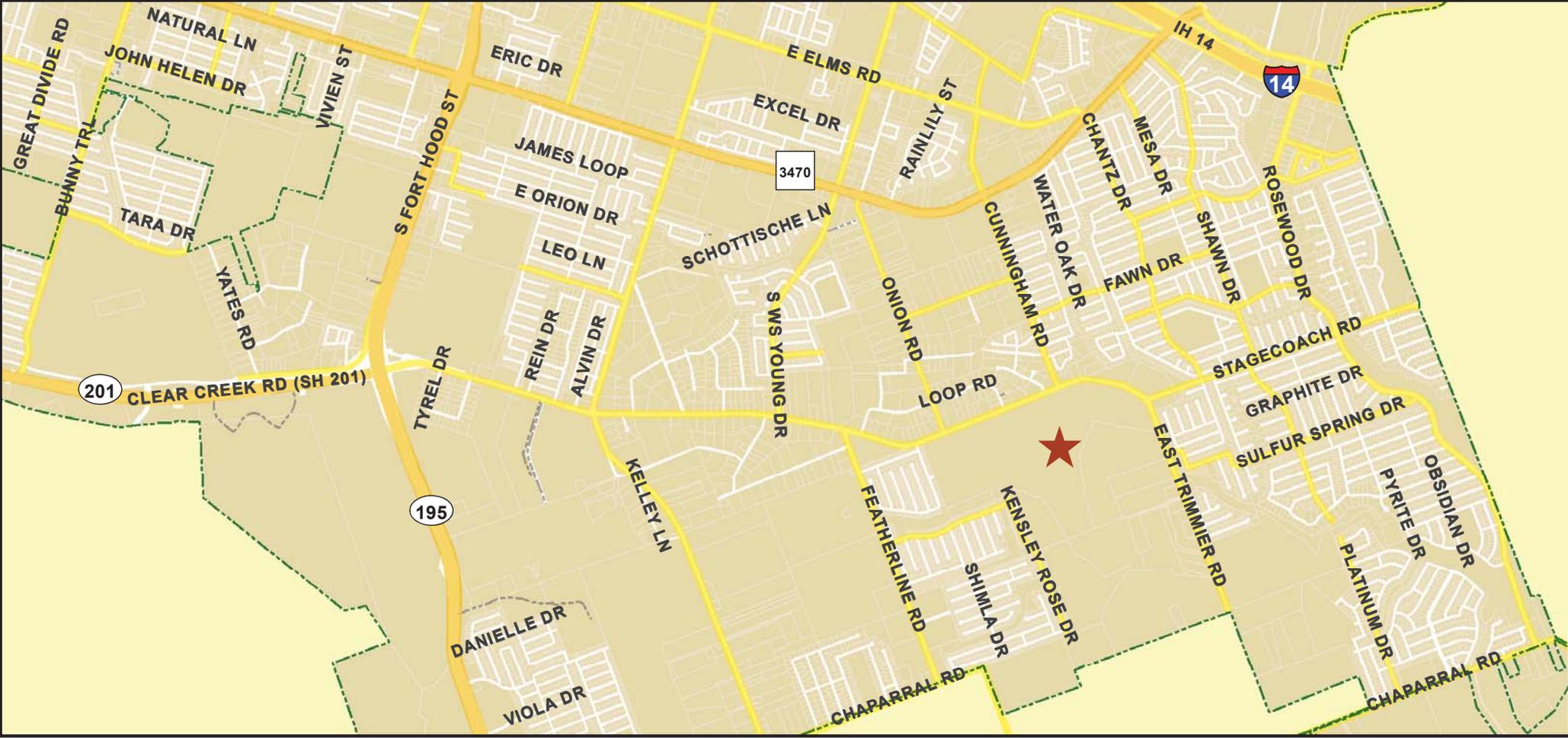
Council District: 2
FROM E TO PD
Subject Property Legal Description: A0652BC M J PLEASANT, 1-2, ACRES 17.9, AND A0652BC M J PLEASANT, 1-1, ACRES 20.9, AND A0652BC M J PLEASANT, 1-3, ACRES 84.068, AND A0177BC S D CAROTHERS, 1, & A0652BC M J PLEASANT, 1, (REMAINDER OF 783.456AC TR), ACRES 277.497, AND PART OF A0177BC S D CAROTHERS, 1, & A0652BC M J PLEASANT, 1, ACRES 17.701

Future Land Use Legend	
	FLUM Case Location
	General Residential (GR)
	Suburban Residential (SR)
	Suburban Commercial (SC)
	Estate (E)
	Rural (R)

1 inch = 1,667 feet

Date: 4/5/2022





LOCATION MAP

Case: FLUM AMENDMENT 2022-18

Council District: 2
FROM E TO PD

Subject Property Legal Description: A0652BC M J PLEASANT, 1-2, ACRES 17.9, AND A0652BC M J PLEASANT, 1-1, ACRES 20.9, AND A0652BC M J PLEASANT, 1-3, ACRES 84.068, AND A0177BC S D CAROTHERS, 1, & A0652BC M J PLEASANT, 1, (REMAINDER OF 783.456AC TR), ACRES 277.497, AND PART OF A0177BC S D CAROTHERS, 1, & A0652BC M J PLEASANT, 1, ACRES 17.701

 FLUM LOCATION

1 inch = 4,167 feet
Date: 4/5/2022



MINUTES
PLANNING AND ZONING COMMISSION MEETING
June 06, 2022

CASE #FLUM 22-18
'E' to 'PD'

HOLD a public hearing and consider a request submitted by Republic Engineering & Development Services on behalf of the Sheryl Yowell Anderson 1998 Trust Et Al. (**Case #FLUM 22-18**) to amend the Comprehensive Plan's Future Land Use Map (FLUM) from an 'Estate' (E) designation to a 'Planned Development' (PD) designation for approximately 390.72 acres out of the M. J. Pleasant Survey, Abstract No. 652 and the S. D. Carothers Survey, Abstract No. 177. The property is locally addressed as 4244 Stagecoach Road, Killeen, Texas.

Ms. Meshier briefed the Commission regarding the applicant's request. She stated that staff recommends approval of the applicant's requested FLUM amendment.

Mr. Steve Kana, Director of Water and Sewer, addressed the Commission's questions regarding water pressure in the area.

Commissioner Jones stepped away from the meeting at 5:34 p.m. and did not return.

Chairman Latham opened the public hearing.

The applicant's agent, Mr. Chris Doose of Flintrock Builders, was present to represent this case.

Mr. Russell Coburn of 431 Loop Road spoke in opposition to the request. Mr. Coburn cited concerns regarding infrastructure, Fire and Police services, property tax increases, and water pressure issues.

Mr. Donald Smith of 7388 East Trimmer Road spoke of concerns regarding the gravel road that gives access to his property being used during construction. He also requested a point of contact in case the surrounding residents have concerns regarding noise or trash during construction of the project.

Mrs. Heather McNeely of 4022 Hope Drive spoke in opposition to the request. Mrs. McNeely stated that the Comprehensive Plan specifically states that country living should be available within City limits.

Mr. Desmond Graham of Graham Team Realtor/Flintrock sales spoke in support of the request.

With no one else wishing to speak, the public hearing was closed.

Commissioner Minor expressed support for the project but stated that the City must make needed improvements to the infrastructure in the area.

Commissioner Minor made a motion to recommend approval of the FLUM amendment request as

presented. Commissioner Gukeisen seconded, and the motion passed by a vote of 4 to 1 with Commissioners Ploeckelmann in opposition. Commissioner Ploeckelmann expressed concern regarding development of the last remaining open area within the city.

ORDINANCE _____

AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN'S FUTURE LAND USE MAP TO CHANGE APPROXIMATELY 390.72 ACRES OUT OF THE M. J. PLEASANT SURVEY, ABRSTRACT NO. 652 AND THE S. D. CAROTHERS SURVEY, ABSTRACT NO. 177, FROM AN 'ESTATE' (E) DESIGNATION TO A 'PLANNED DEVELOPMENT' (PD) DESIGNATION; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR THE REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, the City of Killeen finds that Chapter 213.003 of the Local Government Code enables municipalities to adopt and amend comprehensive plans in the interest of coordinating long-range development of the municipality.

WHEREAS, the Planning and Zoning Commission has received a request from Republic Engineering & Development Services, on behalf of Sheryl Yowell Anderson 1998 Trust Et. Al., for a revision to the Future Land Use Map (FLUM) of the Comprehensive Plan to change the 'Estate' (E) designation to a 'Planned Development' (PD) designation, said property being legally described as being approximately 390.72 acres out of the M J Pleasant Survey, Abstract No. 652 and the S D Carothers Survey, Abstract No. 177; said revision having been duly presented and recommended for approval by the Planning and Zoning Commission of the City of Killeen on the 2nd day of May 2022, and due notice of the filing of said request and the date of hearing thereon was given as required by law, and hearing on said request was set for 5:00 P.M., on the 28th day of June, 2022, at the City Hall, City of Killeen;

WHEREAS, the City Council at said hearing duly considered said request, the action of the Planning and Zoning Commission and the evidence in support thereof, and the City Council being of the opinion that the amendment should be approved;

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

SECTION I: That the future land use designation of approximately 390.72 acres out of the M J Pleasant Survey, Abstract No. 652 and the S D Carothers Survey, Abstract No. 177, be amended from a 'Estate' (E) designation to a 'Planned Development' (PD) designation, for the property locally addressed as 4244 Stagecoach Road, Killeen, Texas.

SECTION II. That should any section or part of this ordinance be declared unconstitutional or invalid for any reason, it shall not invalidate or impair the validity, force, or effect of any other section or parts of this ordinance.

SECTION III. That all ordinances and resolutions, or parts thereof, in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

SECTION IV. That this ordinance shall take effect immediately upon passage of the ordinance.

PASSED AND APPROVED at a regular meeting of the City Council of the City of Killeen, Texas, this 28th day of June 2022, at which meeting a quorum was present, held in accordance with the provisions of V.T.C.A., Government Code, §551.001 et seq.

APPROVED:

Debbie Nash-King, MAYOR

ATTEST:

Lucy C. Aldrich, CITY SECRETARY

APPROVED AS TO FORM

Traci S. Briggs, City Attorney

Case #: FLUM 22-18

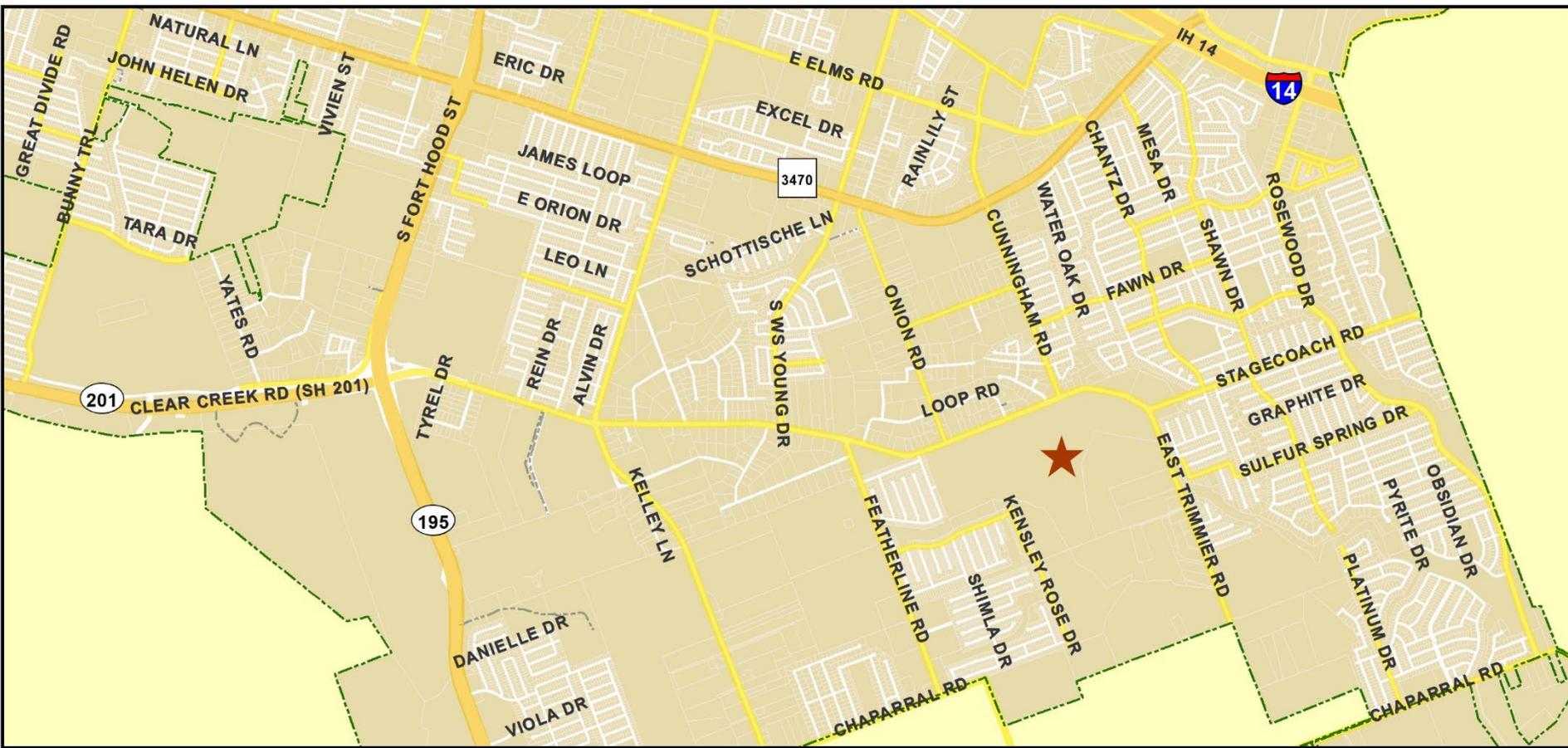
Ord#: 22-____



CASE #FLUM22-18: 'E' TO 'PD'
CASE #Z22-24: "A" TO PUD

Preserve at Thousand Oaks PUD

- ❑ **Case #FLUM 22-18:** ‘Estate’ (E) to ‘Planned Development’ (PD)
- ❑ **Case #Z 22-24:** “A” (Agricultural) to PUD with “A-R1”, “SR-1”, “SR-2”, “SF-2”, “R-1”, “R-2”, and “B-5”
- ❑ 390.72 acres out of the M. J. Pleasant Survey, Abstract No. 652 and the S. D. Carothers Survey, Abstract No. 177
- ❑ The property is locally addressed as 4244 Stagecoach Road.



LOCATION MAP

Case: FLUM AMENDMENT 2022-18

Council District: 2
FROM E TO PD

Subject Property Legal Description: A0652BC M J PLEASANT, 1-2, ACRES 17.9, AND A0652BC M J PLEASANT, 1-1, ACRES 20.9, AND A0652BC M J PLEASANT, 1-3, ACRES 84.068, AND A0177BC S D CAROTHERS, 1, & A0652BC M J PLEASANT, 1, (REMAINDER OF 783.456AC TR), ACRES 277.497, AND PART OF A0177BC S D CAROTHERS, 1, & A0652BC M J PLEASANT, 1, ACRES 17.701

 **FLUM LOCATION**

1 inch = 4,167 feet
Date: 4/5/2022



Preserve at Thousand Oaks PUD

4

- If approved, the applicant intends to develop the property into a mixed-use community with multiple types of single-family residential, two-family residential, commercial uses, and open space amenities.
- The applicant has submitted a concurrent request to amend the FLUM from 'E' (Estate) to 'PD' (Planned Development) and change the zoning from "A" (Agricultural) to PUD with "A-R1", "SR-1", "SR-2", "SF-2", "R-1", "R-2", and "B-5" uses.



AERIAL MAP

Council District: 2



Zoning Case 2022-24

A TO PUD W/ A-R1, SR-1, SR-1, SR-2, SF-1, R-1, R-2, AND B-5

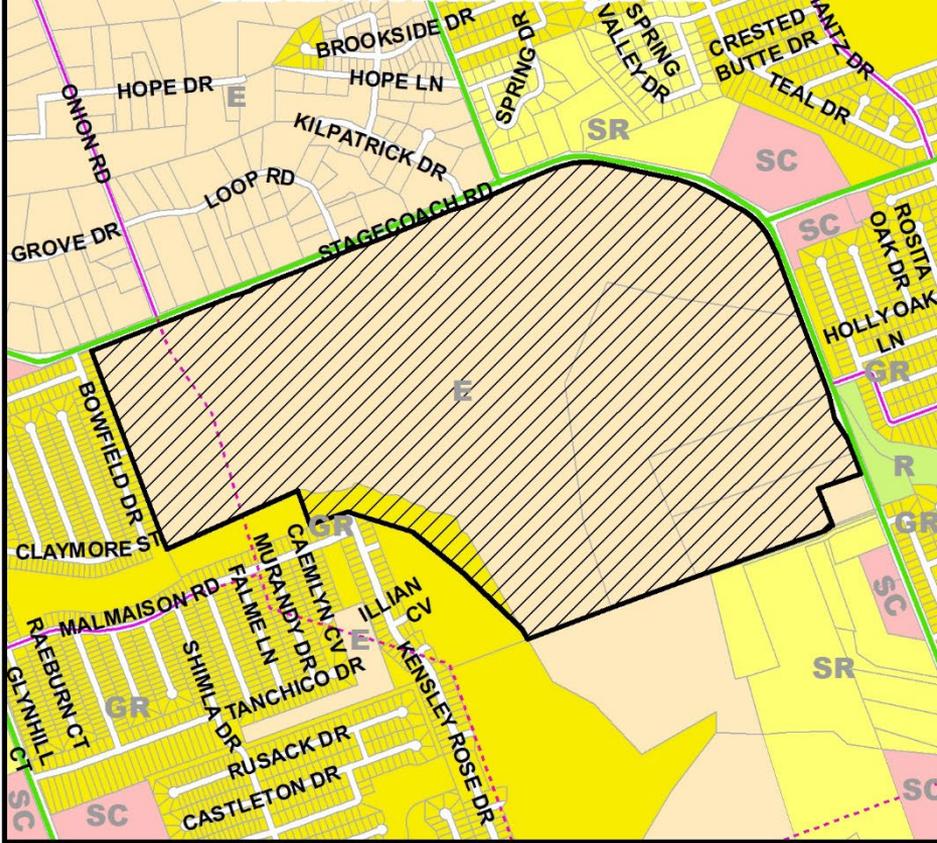
Legend

Citylimits

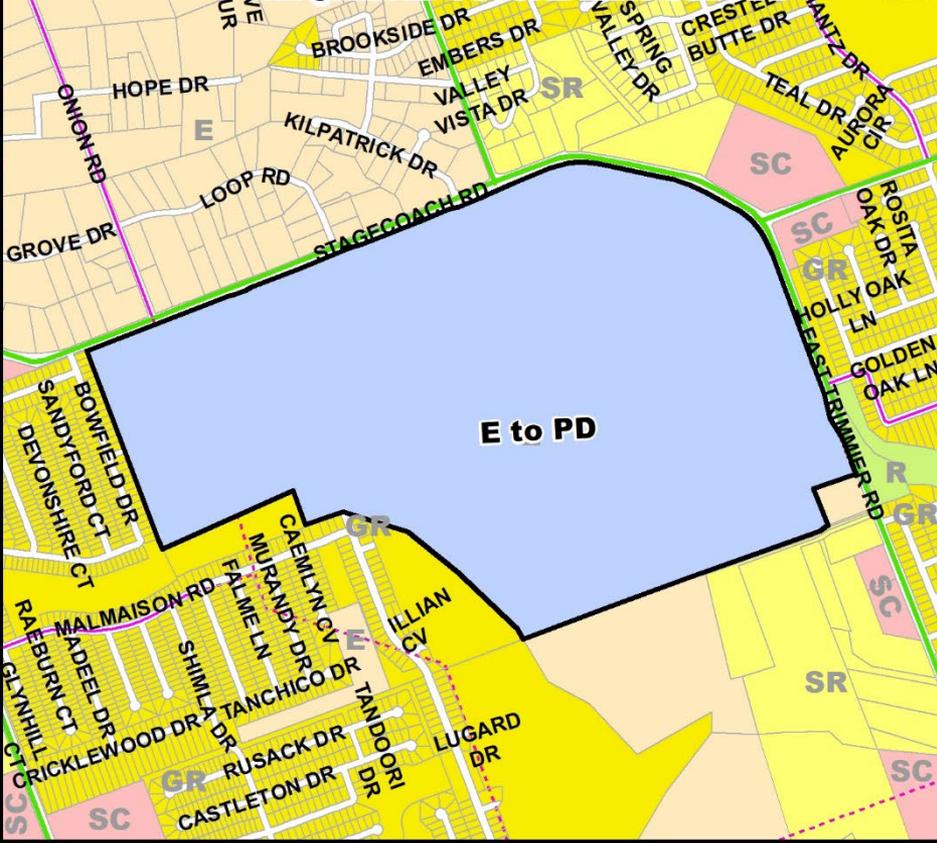
Zoning Case

Subject Property Legal Description: A0652BC M J PLEASANT, 1-2, ACRES 17.9, AND A0652BC M J PLEASANT, 1-1, ACRES 20.9, AND A0652BC M J PLEASANT, 1-3, ACRES 84.068, AND A0177BC S D CAROTHE & A0652BC M J PLEASANT, 1, (REMAINDER OF 783.456AC TR), ACRES 277.497, AND PART OF A0177BC S D CAROTHERS, 1, & A0652BC M J PLEASANT, 1, ACRES 17.701

EXISTING FUTURE LANDUSE MAP



REQUESTED FUTURE LANDUSE MAP



FUTURE LAND USE MAP

Case: FLUM AMENDMENT 2022-18

Council District: 2
FROM E TO PD

Subject Property Legal Description: A0652BC M J PLEASANT, 1-2, ACRES 17.9, AND A0652BC M J PLEASANT, 1-1, ACRES 20.9, AND A0652BC M J PLEASANT, 1-3, ACRES 84.068, AND A0177BC S D CAROTHERS, 1, & A0652BC M J PLEASANT, 1, (REMAINDER OF 783.456AC TR), ACRES 277.497, AND PART OF A0177BC S D CAROTHERS, 1, & A0652BC M J PLEASANT, 1, ACRES 17.701

Future Land Use Legend

- FLUM Case Location
- General Residential (GR)
- Suburban Residential (SR)
- Suburban Commercial (SC)
- Estate (E)
- Rural (R)

1 inch = 1,667 feet

Date: 4/5/2022

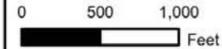




200' BUFFER - 130 PARCELS
 400' BUFFER - 247 PARCELS

NOTIFICATION MAP

Council District: 2



Zoning Case 2022-24

A TO PUD W/ A-R1, SR-1, SR-1, SR-2, SF-1, R-1, R-2, AND B-5

Legend	CurrentZoning	■ B-3	■ NBD	■ R1-A
	■ A	■ B-5	■ PUD	■ RMH
	■ A-R1	■ CUP	■ R-1	

Subject Property Legal Description: A0652BC M J PLEASANT, 1-2, ACRES 17.9, AND A0652BC M J PLEASANT, 1-1, ACRES 20.9, AND A0652BC M J PLEASANT, 1-3, ACRES 84.068, AND A0177BC S D CAROTH & A0652BC M J PLEASANT, 1, (REMAINDER OF 783.456AC TR), ACRES 277.497, AND PART OF A0177BC S D CAROTHERS, 1, & A0652BC M J PLEASANT, 1, ACRES 17.701 **486**

Preserve at Thousand Oaks PUD

8



Preserve at Thousand Oaks PUD

9



Preserve at Thousand Oaks PUD

10



Preserve at Thousand Oaks PUD

11



Preserve at Thousand Oaks PUD

12

- This property is designated as ‘Estate’ (E) on the Future Land Use Map (FLUM) of the Comprehensive Plan.

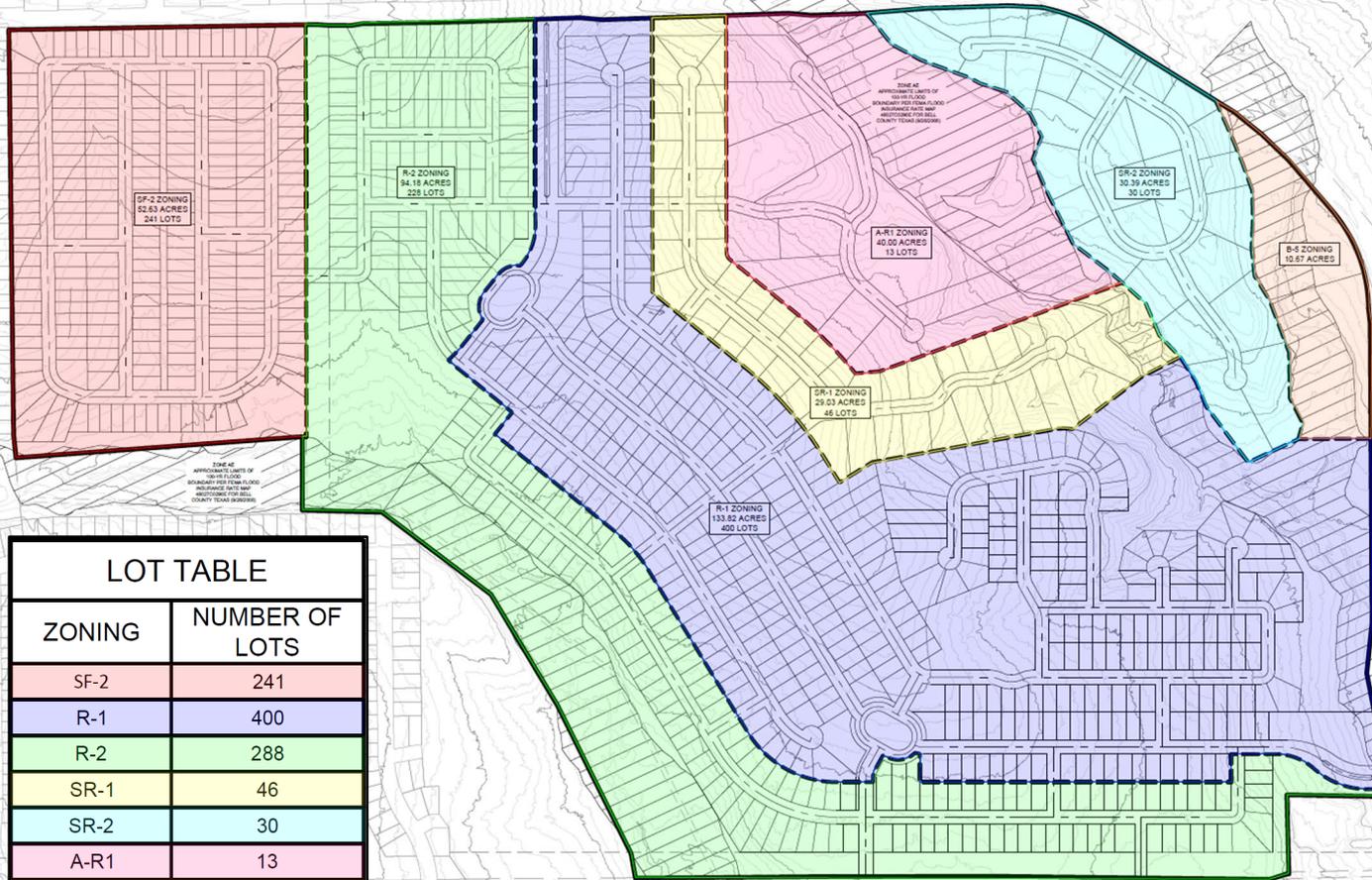
- The ‘Estate’ (E) designation encourages the following development types:
 - ▣ Detached residential dwellings
 - ▣ Public/institutional
 - ▣ Parks and public spaces

Preserve at Thousand Oaks PUD

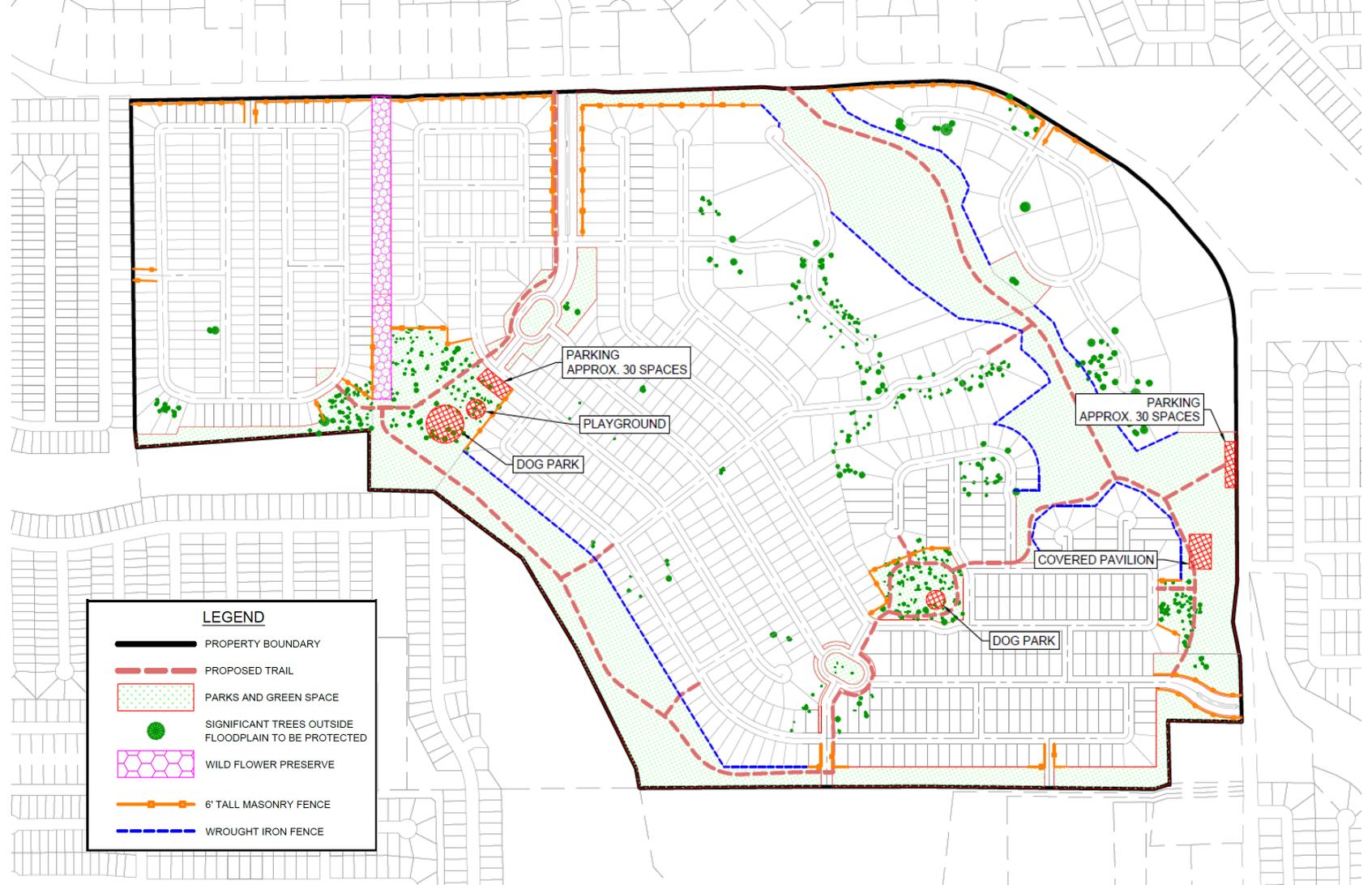
13

- If approved, the 'Planned Development' (PD) designation encourages the following development types:
 - ▣ Mixed use (retail, office, residential, public)
 - ▣ Variety of housing types
 - ▣ Parks and public spaces





LOT TABLE	
ZONING	NUMBER OF LOTS
SF-2	241
R-1	400
R-2	288
SR-1	46
SR-2	30
A-R1	13
B-5	2
TOTAL	959



LEGEND

-  PROPERTY BOUNDARY
-  PROPOSED TRAIL
-  PARKS AND GREEN SPACE
-  SIGNIFICANT TREES OUTSIDE FLOODPLAIN TO BE PROTECTED
-  WILD FLOWER PRESERVE
-  6' TALL MASONRY FENCE
-  WROUGHT IRON FENCE

Parkland & Tree Preservation

17

- Approx. **90 acres** of open space to be dedicated to the City for public parks.
- Of that, approx. 44 acres are in the floodplain and 46 are outside the floodplain.
- Approximately 1,000 hardwood trees (oak, elm, and pecan) will be preserved outside of the floodplain.

Proposed Open Space Amenities

18

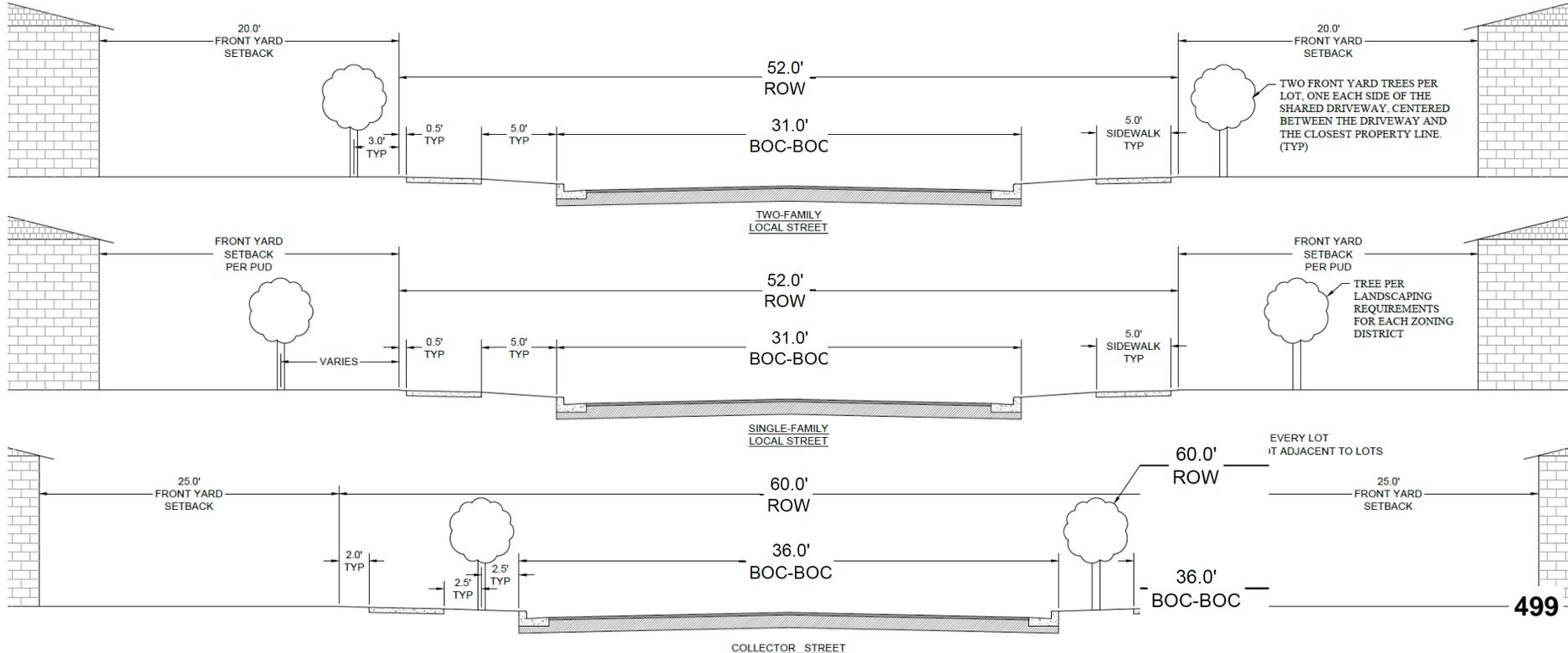
- ❑ 14,800 linear feet (approx. 2.8 miles) of 8-foot concrete trail to be provided throughout the development and along existing lake
- ❑ 6-foot stone parameter wall along E. Stagecoach Rd.
- ❑ 1 covered pavilion (approx. 2,500 sq. ft.)
- ❑ 1 playground
- ❑ 2 dog parks
- ❑ 2 parking lots (approx. 30 parking spaces each)
- ❑ Picnic tables, trash receptacles and benches throughout

Proposed Open Space Amenities

19



Proposed Street Sections



Duplex Elevations

21



Public Notification

- Staff notified two-hundred and forty-seven (247) surrounding property owners regarding this request.
- As of the date of this staff report, staff has received four (4) written responses regarding the zoning request, including:
 - Three (3) in opposition to the proposed development, and
 - One (1) response regarding concerns about use of the private road south of Fire Station No. 8 by construction vehicles.

Alternatives

- ❑ The City Council has three (3) alternatives. The Council may:
 - ❑ Disapprove the applicant's FLUM amendment request;
 - ❑ Approve a more restrictive FLUM designation than requested; or
 - ❑ Approve the applicant's FLUM amendment request as presented.

Alternatives

- ❑ The City Council has three (3) alternatives. The Council may:
 - ❑ Disapprove the applicant's PUD request;
 - ❑ Approve the PUD with additional and/or amended conditions; or
 - ❑ Approve the applicant's PUD request as presented.

Staff Recommendation

- Staff finds that the proposed development includes a mix of housing types and lot sizes, as well as a significant amount of open space and park amenities.
- Staff is of the determination that the proposed development is consistent with the policies and principles discussed during the ongoing Comprehensive Plan process.
- Therefore, staff recommends approval of both the FLUM and zoning request as presented.

Commission Recommendation

- At their regular meeting on June 6, 2022, the Planning and Zoning Commission recommended approval of both the FLUM amendment and zoning request by a vote of 4 to 1 with Commissioner Ploeckelmann in opposition.
- Commissioner Ploeckelmann expressed concern about developing the last portion of open land in the City.



City of Killeen

Staff Report

File Number: PH-22-049

1	City Council Workshop	06/21/2022	Reviewed and Referred	City Council	06/28/2022
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HOLD a public hearing and consider an ordinance amending the Code of Ordinances, Chapter 31 Zoning to amend the boundaries of the Historic Overlay District (HOD) by removing 507 N. Gray Street from the HOD.

DATE: June 21, 2022
TO: Kent Cagle, City Manager
FROM: Edwin Revell, Executive Director of Development Services
SUBJECT: Ordinance amending the boundaries of the Historic Overlay District

BACKGROUND AND FINDINGS:

On April 12, 2022, the City Council approved a resolution authorizing an Interlocal Agreement with Bell County for the demolition of the First National Bank Texas building. The intent of the Interlocal Agreement is that the First National Bank Texas building will be demolished, and a new Bell County Killeen Annex building will be built in its place.

The purpose of the proposed ordinance is to amend the HOD boundaries to remove the First National Bank Texas site from the Historic Overlay District.

THE ALTERNATIVES CONSIDERED:

The City Council has two (2) alternatives:

- Do not approve the ordinance and leave the boundaries of the HOD in place; or
- Approve the ordinance as presented.

Which alternative is recommended? Why?

Staff recommends approval of the ordinance as presented so that the First National Bank property will no longer be in the Historic Overlay District.

CONFORMITY TO CITY POLICY:

The proposed ordinance conforms to the City's policy and procedures as detailed in Chapter 31 of the Killeen Code of Ordinances.

FINANCIAL IMPACT:

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

This is not applicable.

Is this a one-time or recurring expenditure?

This is not applicable.

Is this expenditure budgeted?

This is not applicable.

If not, where will the money come from?

This is not applicable.

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

This is not applicable.

RECOMMENDATION:

On May 16, 2022, the Planning and Zoning Commission recommended approval of the ordinance as presented by a vote of 6 to 2 with Commissioners Minor and Ploeckelmann in opposition.

Commissioner Ploeckelmann stated that he is in favor of maintaining the Historic Overlay District as is, and Commissioner Minor stated he is in favor of retaining the City's historic buildings.

DEPARTMENTAL CLEARANCES:

This item has been reviewed by the Planning and Legal staff.

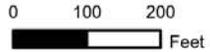
ATTACHED SUPPORTING DOCUMENTS:

- Maps
- Minutes
- Ordinance
- Responses



AERIAL MAP

Council District: 1

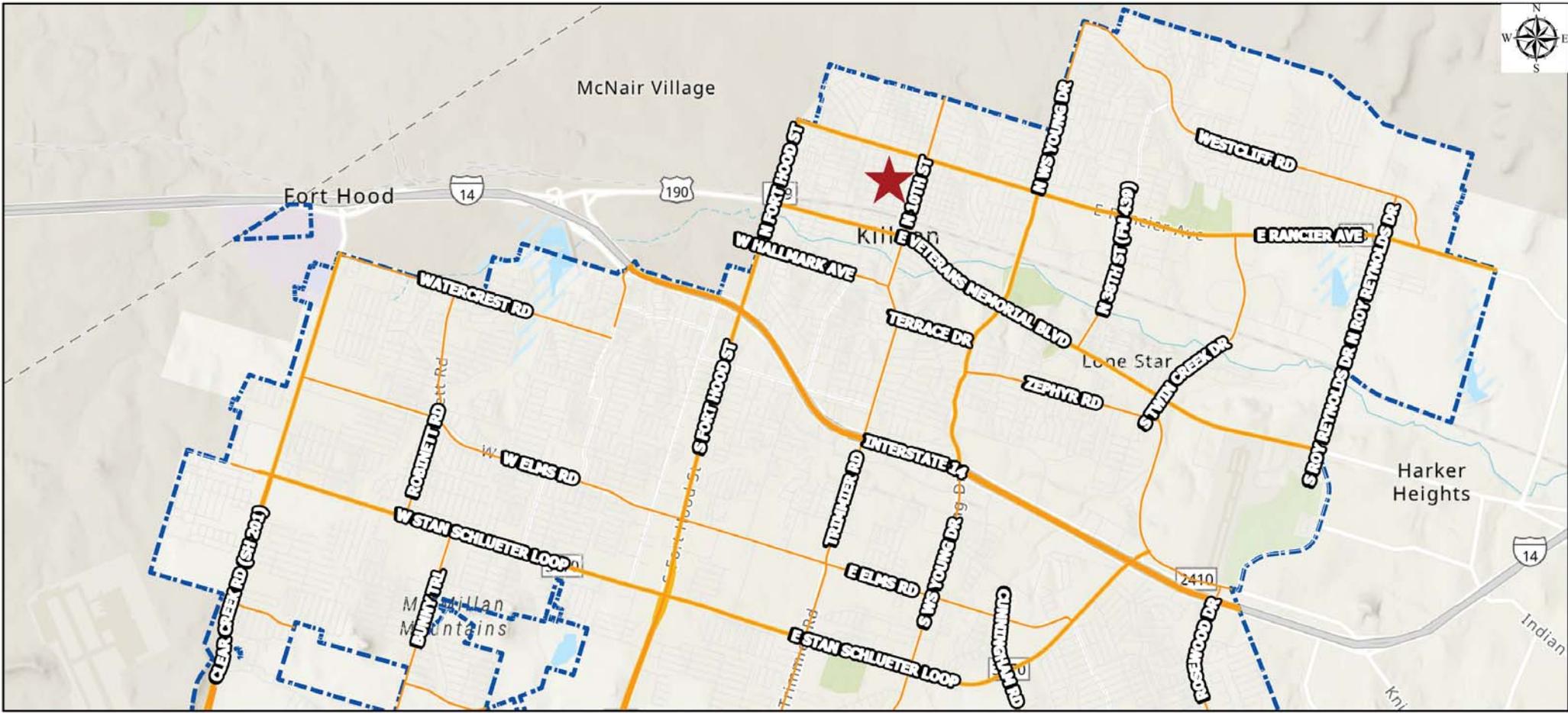


Subject Property Legal Description: KILLEEN ORIGINAL, BLOCK 002, LOT ALL, & ALLEY ADJ

H22-01

Legend

-  HISTORIC DISTRICT
-  CoK Parcels



LOCATION MAP

Council District: 1

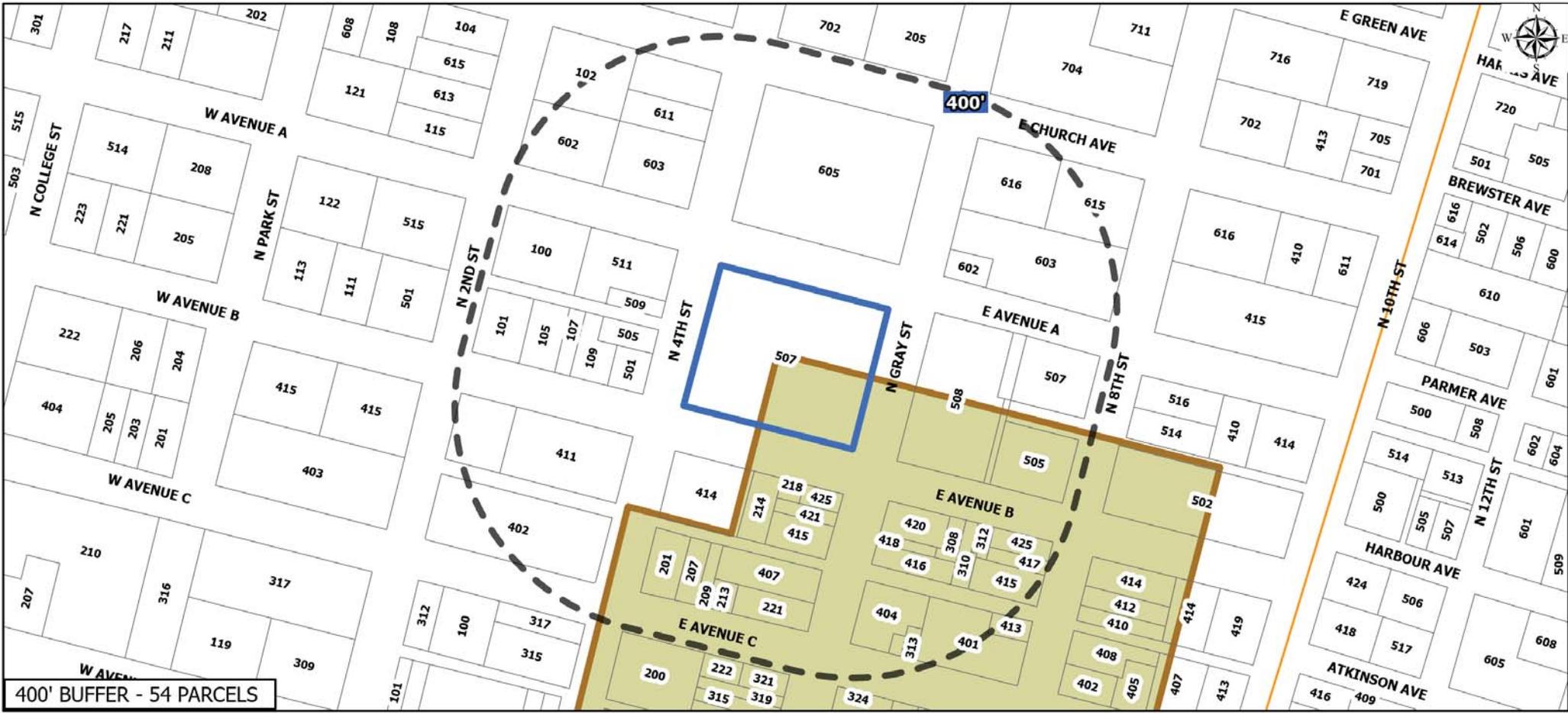


Subject Property Legal Description: KILLEEN ORIGINAL, BLOCK 002, LOT ALL, & ALLEY ADJ

H22-01

Legend

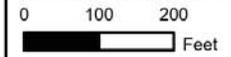
-  Major Roads
-  City Limits
-  Zoning Case Location



400' BUFFER - 54 PARCELS

NOTIFICATION MAP

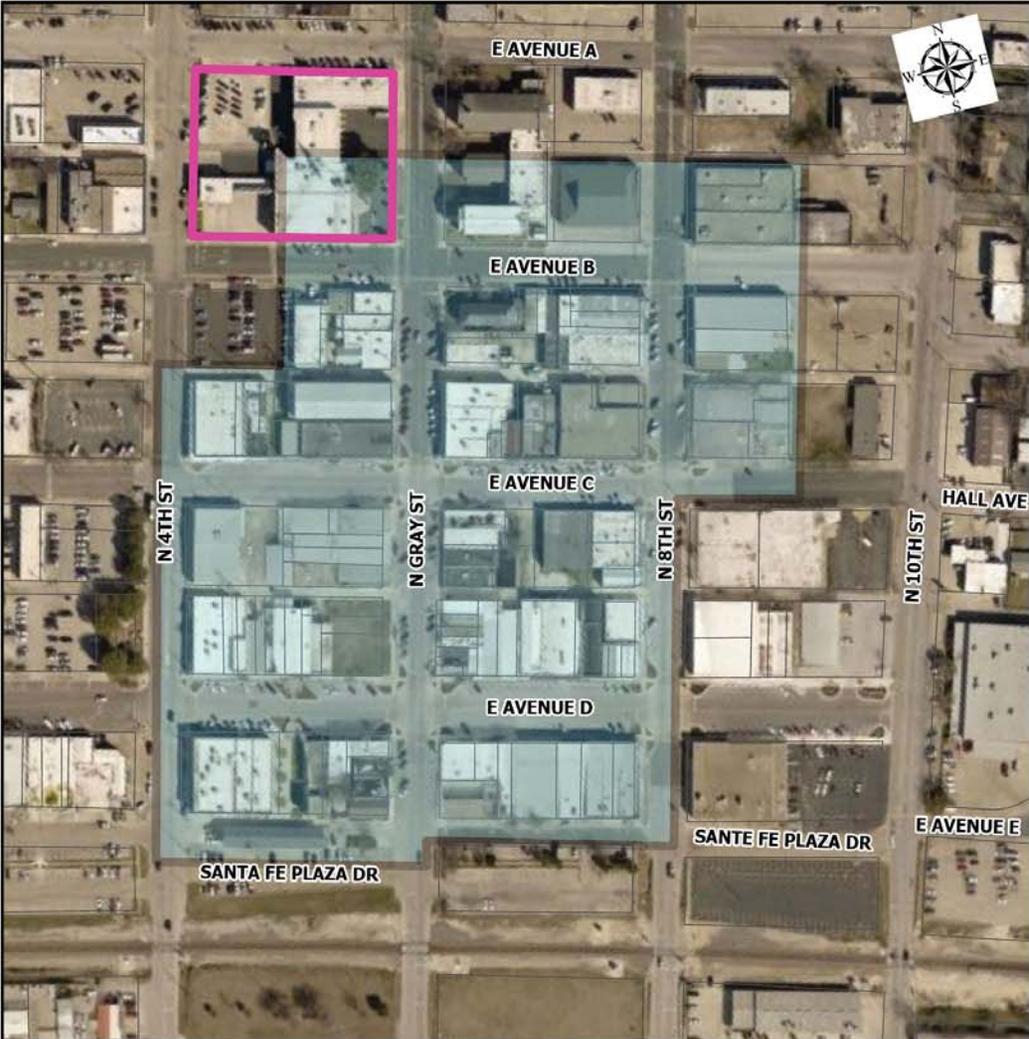
Council District: 1



Subject Property Legal Description: KILLEEN ORIGINAL, BLOCK 002, LOT ALL, & ALLEY ADJ

H22-01

- Legend
- HISTORIC DISTRICT
 - CoK Parcels



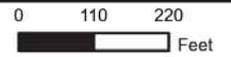
EXISTING



PROPOSED

EXHIBIT A MAP

HISTORIC DISTRICT



MINUTES
PLANNING AND ZONING COMMISSION MEETING
May 16, 2022

HOLD a public hearing and consider an ordinance amending the boundaries of the Historic Overlay District (HOD) to remove 507 N. Gray Street from the District.

Ms. Meshier briefed the Commission regarding the proposed ordinance. She stated that the intent of the ordinance is to allow the First National Bank Texas building to be demolished without having to be reviewed by the Heritage Preservation Board.

Chairman Latham opened the public hearing.

With no one wishing to speak, the public hearing was closed.

Commissioner Gukeisen made moved to recommend approval of the ordinance as presented by staff. Commissioner Alvarez seconded, and the motion passed by a vote of 6 to 2 with Commissioners Minor and Ploeckelmann in opposition.

Commissioner Ploeckelmann stated that he is in favor of maintaining the Historic Overlay District as is. Commissioner Minor stated that he is in favor of retaining the City's historic buildings.

AN ORDINANCE AMENDING CHAPTER 31 OF THE CODE OF ORDINANCES OF THE CITY OF KILLEEN; AMENDING THE BOUNDARIES OF THE HISTORIC OVERLAY DISTRICT; PROVIDING FOR THE REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, the City of Killeen, Texas is a home-rule city acting under its charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code;

WHEREAS, the City of Killeen has declared the application and enforcement of the City's zoning regulations to be necessary for the promotion of the public safety, health, convenience, comfort, prosperity and general welfare of the City; and,

WHEREAS, the City Council desires to amend the boundaries of the Historic Overlay District (HOD) to remove the property locally addressed as 507 North Gray Street from the District; and,

WHEREAS, the City Council finds that such amendments are necessary and will provide consistent and even application of zoning regulations to all applicants;

WHEREAS, said amendment was duly recommended for approval by the Planning and Zoning Commission of the City of Killeen on the 16th day of May 2022, and due notice of the filing of said request and the date of hearing thereon was given as required by law, and a public hearing on said amendment was set for 5:00 p.m. on the 28th day of June 2022 at the City Hall, City of Killeen;

WHEREAS, the City Council at said hearing duly considered said request, the action of the Planning and Zoning Commission and the evidence in support thereof, and the City Council being of the majority opinion that boundaries of the Historic Overlay District (HOD) should be amended as recommended by the Planning and Zoning Commission;

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

SECTION I. That Chapter 31 of the City of Killeen Code of Ordinances is hereby amended as follows:

Sec. 31-391. Definitions.

Historic overlay district shall mean all property located within the historic district as ~~identified in the 2008 historic resources survey and~~ described as:

~~Point of beginning intersection of Santa Fe Plaza Drive and 8th Street; thence north 14 deg. 30' 0.60" east 537.46 feet; thence south 76 deg. 9' 7" east 198.66 feet; thence north 13 deg. 56' 53" east 424.30 feet; thence north 76 deg. 3' 17" west 764.08 feet; thence south 15 deg. 7' 45" west 248.06 feet; thence north 75 deg. 43' 33" west 196.48 feet; thence south 14 deg. 10' 31" west 736.10 feet; thence south 75 deg. 30' 5" east 384.33 feet; thence north 13 deg. 13' 32" east 31.89 feet; thence south 75 deg. 43' 59" east 378.61 feet to the point of the beginning.~~

Point of beginning intersection of Santa Fe Plaza Drive and 8th Street; thence north 14 deg. 15' 40" east 528.256 feet; thence south 76 deg. 23' 47" east 186.989 feet; thence north 14 deg. 38' 17" east 515.418 feet; thence north 75 deg. 34' 30" west 630.255 feet; thence south 14 deg. 14' 35" west 129.342 feet; thence north 75 deg. 34' 56" west 168.658 feet; thence south 14 deg. 28' 14" west 195.764 feet; thence north 75 deg. 19' 50" west 186.635 feet; thence south 13 deg. 55' 59" west 757.510 feet; thence south 75 deg. 32' 57" east 414.775 feet; thence north 11 deg. 22' 27" east 38.420 feet; thence south 75 deg. 09' 51" east 378.691 feet to the point of the beginning.

A map of the area described is available in the city planning office.

SECTION II. That all ordinances or resolutions or parts of ordinances or resolutions in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

SECTION III. That should any section or part of any section, paragraph or clause of this ordinance be declared invalid or unconstitutional for any reason, it shall not invalidate or impair the validity, force or effect of any other section or sections or part of a section or paragraph of this ordinance.

SECTION IV. That the Code of Ordinances of the City of Killeen, Texas, as amended, shall remain in full force and effect, save and except as amended by this ordinance.

SECTION V. That this ordinance shall be effective after its passage and publication according to law.

PASSED AND APPROVED at a regular meeting of the City Council of the City of Killeen, Texas, this 28th day of June, 2022, at which meeting a quorum was present, held in accordance with the provisions of V.T.C.A., Government Code, §551.001 *et seq.*

APPROVED

Debbie Nash-King, MAYOR

ATTEST:

Lucy C. Aldrich, CITY SECRETARY

APPROVED AS TO FORM:

Traci S. Briggs, CITY ATTORNEY



Robert W. “Bobby” Hoxworth
President & CEO

May 12, 2022

City of Killeen
Planning & Development Services
200 E. Avenue D, Suite 6
Killeen, Texas 76541

RE: Case# Z22-28_HOD

To Whom It May Concern:

Please accept this letter on behalf of First National Bank Texas (the “Bank”), the current property owner of the tract that is the subject of the above referenced case, in formal support of the proposed ordinance amending the boundaries of the historic overlay district to remove the portion of our property located at 507 N. Gray Street originally included within the historic overlay district (the “Proposed Ordinance”).

The Bank has a long and storied history with the City of Killeen dating back to our founding in 1901 when the Bank opened its doors and began providing financial services to the citizens of Killeen. From our humble beginnings, the Bank established its headquarters at 507 N. Gray Street in 1960. As the Bank continued to grow, we eventually outgrew the Gray Street location and made the decision to continue to invest in the City of Killeen by making a significant investment of over \$15 million in a new corporate headquarters facility and financial center that is now located at 901 E. Central Texas Expressway.

With our move to our new corporate headquarters now complete, we support the cooperative project between the City of Killeen and Bell County to bring a new County annex facility to downtown that will be located at 507 N. Gray Street. The Proposed Ordinance as referenced above, is a step toward that effort which will be a great benefit to the City and the County and to the re-development of downtown Killeen.

Respectfully submitted in support,

A handwritten signature in blue ink, appearing to read 'Bobby Hoxworth', is written in a cursive style.



RECEIVED MAY 10 2022

CITY OF KILLEEN
DEVELOPMENT SERVICES DEPARTMENT
PLANNING & ECONOMIC DEVELOPMENT DIVISION

May 04, 2022

RE: Case# Z22-28_HOD

HOLD a public hearing and consider an ordinance amending the boundaries of the historic overlay district to remove 507 N Gray Street from the district.

Dear Property Owner:

The enclosed map shows the property to be rezoned. This property is marked by a solid blue line, and the outer dashed circular line indicates those properties within the four hundred (400) foot radius. We are required to notify you since you own property within the 400' notification boundary.

The City of Killeen Planning and Zoning Commission has scheduled a public hearing for this request on **May 16, 2022, 5:00 p.m.** in the Utility Collections Conference Room, which is located at 210 W. Avenue C. The Utility Collections Conference Room is located at the northwest corner of the building. You are invited to attend this hearing to present any facts, which you feel the Planning and Zoning Commission should consider in evaluating this request.

You may also indicate your support or opposition to this request, by filling out the bottom portion of this letter and sending it to: **City of Killeen, Planning & Development Services, 200 E. Avenue D, Suite 6, Killeen, Texas 76541.** To be considered a protest under Sec. 211.006 (d) of the Texas Local Government Code, the protest must be written and signed by the owner of property located within 200 feet of the notification area. Any petition, whether in support of or opposition to this request, must be received by the Planning Department no later than **4:00 p.m., May 16, 2022.** After the Planning and Zoning meeting, this matter will be forwarded to the City Council on **June 28, 2022, at 5:00 p.m. in Council Chambers, at City Hall, 101 North College Street., Killeen Texas,** where you may also appear and speak. If you desire additional information relative to this matter, please call (254) 501-7631.

YOUR NAME: Jim Wright - Tax Payer

Phone Number: (254) 526-5117

Current Address: 3800 So.W.S.Young Dr. Suite 101, Killeen, TX 76542

Address of Property Owned: 313 E. Ave. C, Killeen, TX

Comments: I don't believe the city council would even consider amending the boundaries of the Historic District for **ANY TAX PAYER**, so why should the city be able to do change the boundaries in order to tear down the 1st National Bank building to waste more money trying to revitalize downtown.

How many **MILLIONS of DOLLARS** have **already** been spent trying to revitalize the downtown area of Killeen in the past 15-20 years, all to **NO AVAIL** ? \$10,000,000 - \$15,000,000, or more ???

I don't believe moving city offices into a new building downtown will help revitalize the downtown. How many of the women on the council would shop downtown and how many of the wives of councilmen would shop downtown after this is done ?????

Signature:

[Handwritten signature] I oppose the rezoning!



ORDINANCE AMENDING THE BOUNDARIES OF THE HISTORIC OVERLAY DISTRICT (HOD)

PH-22-049

June 21, 2022

519

Background

- The City Council has approved a resolution authorizing an Interlocal Agreement with Bell County for the demolition of the First National Bank Texas building.
- The intent of Interlocal Agreement is that the First National Bank Texas building will be demolished, and a new Bell County Killeen Annex building will be built in its place.
- The purpose of the proposed ordinance is to amend the HOD boundaries in order to remove the First National Bank Texas site from the Historic Overlay District.

Proposed Changes

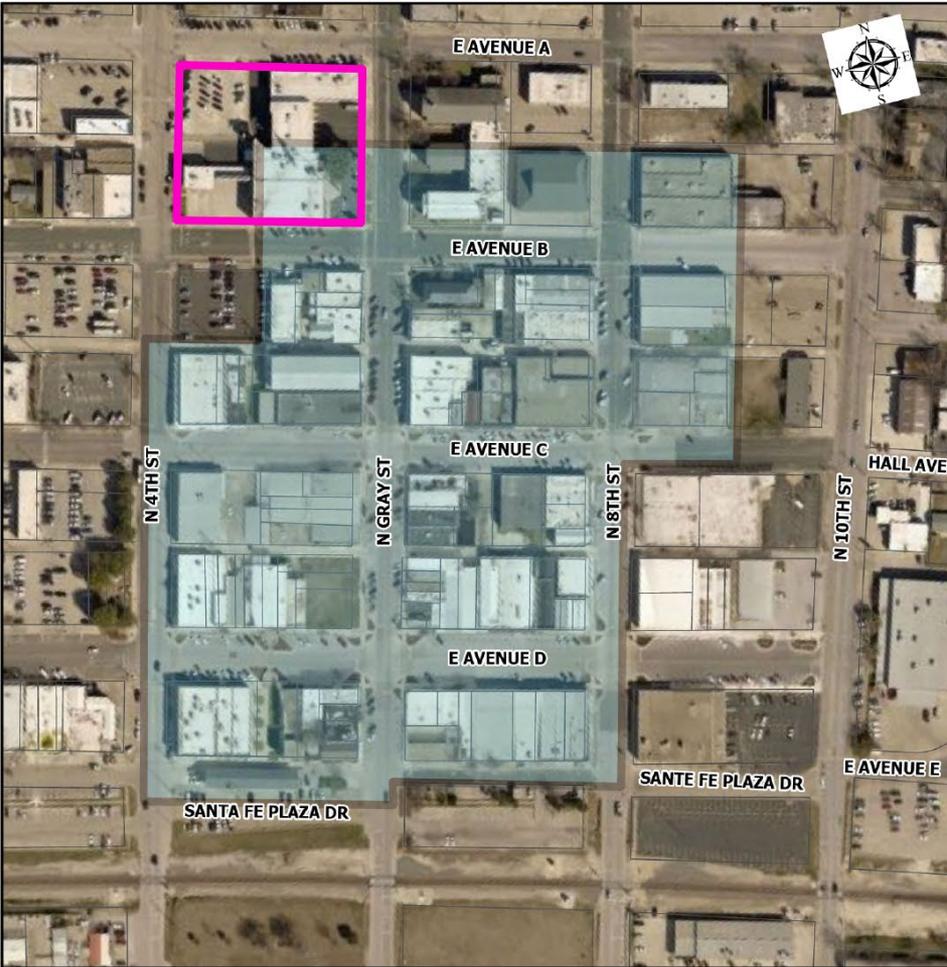
Sec. 31-391. Definitions.

Historic overlay district shall mean all property located within the historic district as ~~identified in the 2008 historic resources survey and~~ described as:

~~Point of beginning intersection of Santa Fe Plaza Drive and 8th Street; thence north 14 deg. 30' 0.60" east 537.46 feet; thence south 76 deg. 9' 7" east 198.66 feet; thence north 13 deg. 56' 53" east 424.30 feet; thence north 76 deg. 3' 17" west 764.08 feet; thence south 15 deg. 7' 45" west 248.06 feet; thence north 75 deg. 43' 33" west 196.48 feet; thence south 14 deg. 10' 31" west 736.10 feet; thence south 75 deg. 30' 5" east 384.33 feet; thence north 13 deg. 13' 32" east 31.89 feet; thence south 75 deg. 43' 59" east 378.61 feet to the point of the beginning.~~

Point of beginning intersection of Santa Fe Plaza Drive and 8th Street; thence north 14 deg. 15' 40" east 528.256 feet; thence south 76 deg. 23' 47" east 186.989 feet; thence north 14 deg. 38' 17" east 515.418 feet; thence north 75 deg. 34' 30" west 630.255 feet; thence south 14 deg. 14' 35" west 129.342 feet; thence north 75 deg. 34' 56" west 168.658 feet; thence south 14 deg. 28' 14" west 195.764 feet; thence north 75 deg. 19' 50" west 186.635 feet; thence south 13 deg. 55' 59" west 757.510 feet; thence south 75 deg. 32' 57" east 414.775 feet; thence north 11 deg. 22' 27" east 38.420 feet; thence south 75 deg. 09' 51" east 378.691 feet to the point of the beginning.

A map of the area described is available in the city planning office.



EXISTING



PROPOSED

Alternatives

5

- ❑ The City Council has two (2) alternatives:
 - ❑ Approve the ordinance as presented; or
 - ❑ Do not approve the ordinance.

Recommendation

- Staff recommends approval of the ordinance as presented.
- On May 16, 2022, the Planning and Zoning Commission recommended approval of the ordinance as presented by a vote of 6 to 2 with Commissioners Minor and Ploeckelmann in opposition.
- Commissioner Ploeckelmann stated that he is in favor of maintaining the Historic Overlay District as is, and Commissioner Minor stated he is in favor of retaining the City's historic buildings.



City of Killeen

Staff Report

File Number: PH-22-050

1	City Council Workshop	06/21/2022	Reviewed and Referred	City Council	06/28/2022
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HOLD a public hearing and consider an ordinance amending the Code of Ordinances Chapter 31 Zoning to provide for a special exception process to the architectural and site design standards.

DATE: June 21, 2022

TO: Kent Cagle, City Manager

FROM: Edwin Revell, Executive Director of Development Services

SUBJECT: Special Exception to the Architectural and Site Design Standards

BACKGROUND AND FINDINGS:

On April 26, 2022, the City Council approved an ordinance adopting Architectural and Site Design Standards. During that meeting, Council directed staff to bring back an ordinance amending the appeals process to allow the Zoning Board of Adjustment (ZBA) to authorize exceptions to the standards.

The proposed ordinance establishes a Special Exception process by which the ZBA may approve building designs that meet the intent, but not the letter, of the architectural standards.

THE ALTERNATIVES CONSIDERED:

The City Council has three (3) alternatives:

- Do not approve the ordinance;
- Approve the ordinance with modifications; or
- Approve the ordinance as presented.

Which alternative is recommended? Why?

Staff recommends approval of the ordinance as presented.

CONFORMITY TO CITY POLICY:

The proposed ordinance conforms to the City's policy and procedures as detailed in Chapter 31 of the Killeen Code of Ordinances.

FINANCIAL IMPACT:

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

This is not applicable.

Is this a one-time or recurring expenditure?

This is not applicable.

Is this expenditure budgeted?

This is not applicable.

If not, where will the money come from?

This is not applicable.

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

This is not applicable.

RECOMMENDATION:

On May 16, 2022, the Planning and Zoning Commission recommended approval of the ordinance as presented by a vote of 8 to 0.

DEPARTMENTAL CLEARANCES:

This item has been reviewed by the Planning and Legal staff.

ATTACHED SUPPORTING DOCUMENTS:

Minutes
Ordinance

MINUTES
PLANNING AND ZONING COMMISSION MEETING
May 16, 2022

Special Exception Process for Architectural and Site Design Standards
Chapter 31 Code of Ordinances

HOLD a public hearing and consider an ordinance amending Chapter 31 of the Code of Ordinances of the City of Killeen, providing for a special exception process for architectural and site design standards.

Ms. Meshier briefed the Commission regarding the proposed ordinance. She stated that, if approved, the amendment would provide for a special exception process through the Zoning Board of Adjustments (ZBA) instead of by the Executive Director of Development Services.

Chairman Latham opened the public hearing.

With no one wishing to speak, the public hearing was closed.

Commissioner Gukeisen moved to recommend approval of the ordinance as presented by staff. Commissioner Jones seconded, and the motion passed by a vote of 8 to 0.

AN ORDINANCE AMENDING CHAPTER 31 OF THE CODE OF ORDINANCES OF THE CITY OF KILLEEN; PROVIDING FOR A SPECIAL EXCEPTION PROCESS FOR ARCHITECTURAL AND SITE DESIGN STANDARDS; PROVIDING FOR THE REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, the City of Killeen, Texas is a home-rule city acting under its charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code;

WHEREAS, the City of Killeen has declared the application and enforcement of the City’s zoning regulations to be necessary for the promotion of the public safety, health, convenience, comfort, prosperity and general welfare of the City; and,

WHEREAS, the City Council desires to amend district regulations to preserve and enhance surrounding property values; and,

WHEREAS, the City Council finds that such amendments are necessary and will provide consistent and even application of zoning regulations to all applicants;

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

SECTION I. That Chapter 31 of the City of Killeen Code of Ordinances is hereby amended as follows:

Sec. 31-77. Special exceptions.

The board shall have the power to hear and decide special exceptions to the terms of this chapter upon which the board is required to pass as follows or elsewhere in this chapter, to:

- (1) Permit the erection and use of a building or the use of premises for railroads.
- (2) Permit a public utility or public service use or structure in any district, or a public utility or public service building of a ground area and of a height at variance with those provided for in the district in which such public utility or public service building is permitted to be located, when found reasonably necessary for the public health, convenience, safety or general welfare.
- (3) Permit a transitional use between a business or industrial and a residential district where the side of a lot in district "R-1," "SF-2," or "R-2" abuts upon a lot zoned for business or industrial purposes as follows:
 - a. On a lot in district "R-1" or "SF-2," which sides upon a lot zoned for business or industrial purposes, the board may permit a two-family dwelling on a lot with an area of not less than six thousand (6,000) square feet.

- b. On a lot in district "R-2," which sides upon a lot zoned for business or industrial purposes, the board may permit a four-family dwelling on a lot with an area of not less than six thousand (6,000) square feet.
 - c. Provided, however, that in no case shall any transitional use have a width of more than one hundred (100) feet.
- (4) Grant a permit for the extension of a use, height or area regulation into an adjoining district, where the boundary line of the district divides a lot in a single ownership on the effective date of the ordinance from which this article is derived.
 - (5) Permit the reconstruction of a nonconforming building which has been damaged by explosion, fire, act of God, or the public enemy, to the extent of more than fifty (50) percent of its fair market value, where the board finds some compelling necessity requiring a continuance of the nonconforming use and the primary purpose of continuing the nonconforming use is not to continue a monopoly.
 - (6) Waive or reduce the parking and loading requirements in any of the districts whenever the character or use of the building is such as to make unnecessary the full provision of parking or loading facilities, or where such regulations would impose an unreasonable hardship upon the use of the lot, as contrasted with merely granting an advantage or a convenience.
 - (7) Permit land within three hundred (300) feet of a multifamily dwelling to be improved for the parking spaces required in connection with a multifamily dwelling, but only when there is positive assurance that such land will be used for such purpose during the existence of the multifamily dwelling.
 - (8) Determine whether an industry should be permitted within district "M-1," light industrial, and district "M-2," heavy industrial, because of the methods by which it would be operated and because of its effect upon uses within surrounding zoning districts.
 - (9) Determine in cases of uncertainty the classification of any use not specifically named in this chapter.
 - (10) Permit the construction of unique commercial buildings or custom homes having a modern or contemporary architectural aesthetic, which do not conform to the standards in Article VI of this Chapter. In considering such request, the Board shall consider whether the proposed design meets the intent, if not the letter, of the architectural and site design standards set forth in this chapter.

Sec. 31-901. – Applicability.

- a) The requirements in this Division shall apply to all new residential single-family and two-family developments, including single family homes, patio homes, garden homes, townhomes, manufactured homes, and duplexes.
- b) Unique commercial buildings or custom homes having a modern or contemporary architectural aesthetic, which do not conform to the provisions in this article, may be approved ~~at the discretion of the Executive Director of Development Services or his/her designee~~ by special exception granted by the Zoning Board of Adjustment pursuant to Killeen Code of Ordinances Sec. 31-77(10).

SECTION II. That all ordinances or resolutions or parts of ordinances or resolutions in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

SECTION III. That should any section or part of any section, paragraph or clause of this ordinance be declared invalid or unconstitutional for any reason, it shall not invalidate or impair the validity, force or effect of any other section or sections or part of a section or paragraph of this ordinance.

SECTION IV. That the Code of Ordinances of the City of Killeen, Texas, as amended, shall remain in full force and effect, save and except as amended by this ordinance.

SECTION V. That this ordinance shall be effective after its passage and publication according to law.

PASSED AND APPROVED at a regular meeting of the City Council of the City of Killeen, Texas, this 28th day of June, 2022, at which meeting a quorum was present, held in accordance with the provisions of V.T.C.A., Government Code, §551.001 *et seq.*

APPROVED

Debbie Nash-King, MAYOR

ATTEST:

APPROVED AS TO FORM:

Lucy C. Aldrich, CITY SECRETARY

Traci S. Briggs, CITY ATTORNEY



ORDINANCE AMENDING THE APPEALS
PROCESS FOR ARCHITECTURAL & SITE
DESIGN STANDARDS

PH-22-050

June 21, 2022

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Background

- On April 26, 2022, the City Council approved an ordinance adopting Architectural and Site Design Standards.
- During that meeting, Council directed staff to bring back an ordinance amending the appeals process to allow the Zoning Board of Adjustment (ZBA) to authorize exceptions to the standards.
- The proposed ordinance establishes a Special Exception process by which the ZBA may approve building designs that meet the intent, but not the letter, of the architectural standards.

Proposed Changes

□ **Sec. 31-77. Special exceptions.**

- 10) Permit the construction of unique commercial buildings or custom homes having a modern or contemporary architectural aesthetic, which do not conform to the standards in Article VI of this Chapter. In considering such request, the Board shall consider whether the proposed design meets the intent, if not the letter, of the architectural and site design standards set forth in this chapter.

Proposed Changes

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□ **Sec. 31-901. Applicability.**

- b) Unique commercial buildings or custom homes having a modern or contemporary architectural aesthetic, which do not conform to the provisions in this article, may be approved ~~at the discretion of the Executive Director of Development Services or his/her designee~~ by special exception granted by the Zoning Board of Adjustment pursuant to Killeen Code of Ordinances Sec. 31-77(10).

Alternatives

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- ❑ The City Council has three (3) alternatives:
 - ❑ Do not approve the ordinance;
 - ❑ Approve the ordinance with modifications; or
 - ❑ Approve the ordinance as presented.

Recommendation

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- Staff recommends approval of the ordinance as presented.
- On May 16, 2022, the Planning and Zoning Commission recommended approval of the ordinance as presented by a vote of 8 to 0.