



City of Killeen

Agenda

City Council Workshop

Tuesday, March 15, 2022

5:00 PM

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

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 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.

Discuss Items for Regular City Council Meeting

Minutes

1. [MN-22-007](#) Consider Minutes of Regular City Council Meeting of February 22, 2022.

Attachments: [Minutes](#)

Resolutions

2. [RS-22-036](#) Consider a memorandum/resolution authorizing an agreement with Sports Fields Solutions to establish multi-sport playing conditions at Conder, Stewart and Phyllis Parks in the amount of \$512,470.

Attachments: [Staff Report](#)

[Quote](#)

[ARPA Appendix A](#)

[Certificate of Interested Parties](#)

[Presentation](#)

3. [RS-22-037](#) Consider a memorandum/resolution awarding Bid No. 22-06 to J.B. & Co. LLC. for the construction of the Wolf Ditch Drainage Improvement Project in the amount of \$205,479.00.

Attachments: [Staff Report](#)

[Recommendation Letter](#)

[Bid Tab](#)

[Bid Proposal](#)

[Certificate of Interested Parties](#)

[Presentation](#)

4. [RS-22-038](#) Consider a memorandum/resolution authorizing a Professional Services Agreement with Control Panels USA, Inc. for programming and configuration services, and the purchase of a Wireless Broadband Communications System from Iteris, Inc. for the SCADA Upgrade Project in the combined amount of \$261,206.

Attachments: [Staff Report](#)

[Quote](#)

[Proposal](#)

[Agreement](#)

[Certificate of Interested Parties](#)

[Presentation](#)

5. [RS-22-039](#) Consider a memorandum/resolution awarding Bid No. 22-13 to American Lube Supply for Petroleum Products and Diesel Exhaust Fluid in the amount of \$90,702.

Attachments: [Staff Report](#)

[Bid Tab](#)

[Agreement](#)

[Certificate of Interested Parties](#)

[Presentation](#)

6. [RS-22-040](#) Consider a memorandum/resolution authorizing the renewal of the City's fuel services contract with FleetCor Technologies Operating Company, LLC., in an amount not to exceed \$2,500,000 per year.

Attachments: [Staff Report](#)

[Agreement](#)

[Certificate of Interested Parties](#)

[Presentation](#)

7. [RS-22-041](#) Consider a memorandum/resolution removing members and appointing new members to the Senior Citizens Advisory Board.

Attachments: [Staff Report](#)

Items for Discussion at Workshop

8. [DS-22-030](#) Receive P&Z Update

Attachments: [Presentation](#)

9. [DS-22-031](#) Discuss Habitat Preservation Plan

Attachments: [Presentation](#)

10. [DS-22-032](#) Discuss Ordinance Amending Chapter 26, Division VI-Traffic Impact

Analysis

Attachments: [Draft Ordinance](#)
[Presentation](#)

11. [DS-22-034](#) Discuss Naming City Hall Annex in Honor of Raul Villaronga

Future Agenda Item Requests

12. [RQ-22-007](#) Request Moving City of Killeen Elections to November

Attachments: [Request](#)

13. [RQ-22-008](#) Discuss PFC Recommendation and Allocation

Attachments: [Request](#)

14. [RQ-22-009](#) Building and Design Standard Enforcement Policies

Attachments: [Request](#)

15. [RQ-22-010](#) Lack of Secure Commercial Truck Parking

Attachments: [Request](#)

16. [RQ-22-011](#) Discuss Downtown Property Improvements

Attachments: [Request](#)

17. [RQ-22-012](#) Process to Identify Home Addresses

Attachments: [Request](#)

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 March, 9, 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.

- *Love Your Park, March 12, 2022, 8:00 a.m., Conder Park*
- *NAACP Freedom Fund Banquet, April 22, 2022, 6:00 p.m., Killeen Civic and Conference Center*

Dedicated Service -- Every Day, for Everyone!



City of Killeen

Legislation Details

File #: MN-22-007 **Version:** 1 **Name:** Minutes of Regular City Council Meeting of February 22, 2022
Type: Minutes **Status:** Minutes
File created: 2/17/2022 **In control:** City Council Workshop
On agenda: 3/15/2022 **Final action:**
Title: Consider Minutes of Regular City Council Meeting of February 22, 2022.
Sponsors: City Secretary
Indexes:
Code sections:
Attachments: [Minutes](#)

Date	Ver.	Action By	Action	Result
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City of Killeen
City Council Meeting
Killeen City Hall
February 22, 2022 at 5:00 p.m.

Presiding: Mayor Jose Segarra

Attending: Mayor Pro Tem Debbie Nash-King, Councilmembers Jessica Gonzalez, Nina Cobb, Michael Boyd, Ken Wilkerson (via video conference), Rick Williams, and Mellisa Brown.

Also attending were City Manager Kent Cagle, City Attorney Traci Briggs, City Secretary Lucy Aldrich, and Sergeant-at-Arms Cole.

Mr. Lennox Alfred gave the invocation. Councilmember Cobb led everyone in the Pledge of Allegiance.

Approval of Agenda

Motion was made by Mayor Pro Tem Nash-King to approve the agenda as written. Motion was seconded by Councilmember Boyd. The motion carried unanimously.

Citizen Comments

Mr. Henry Flores spoke on Agenda Item RS-22-028.
Ms. Jennifer Bartlett spoke on Agenda Item RS-22-028.
Mr. Jervon Harris spoke on Agenda Item RS-22-028.
Mr. Rick Deyoe spoke on Agenda Item RS-22-028.

Consent Agenda

- MN-22-005** Consider Minutes of Regular City Council Meeting of January 25, 2022.
- RS-22-027** Consider a memorandum/resolution authorizing an Interlocal Agreement with the Central Texas Council of Governments (CTCOG) for a Household Hazardous Waste (HHW) event.
- RS-22-029** Consider a memorandum/resolution to readopt the Financial Governance Policy, to include the Investment Policy, as amended.

Motion was made by Mayor Pro Tem Nash-King to approve the consent agenda as written. Motion was seconded by Councilmember Boyd. The motion carried unanimously.

Resolutions

- RS-22-028** Consider a memorandum/resolution of support and/or resolution of no objection for five (5) applications to Texas Department of Housing & Community Affairs for affordable housing developments.

Staff Comments: Leslie Hinkle, Executive Director of Community Development Ms. Hinkle provided a brief background on the Low-Income Housing Tax Credit Program. Five (5) applications have been submitted for resolutions of support from the City in order to remain competitive in the tax credit program. City staff recommends providing resolutions of support for all four (4) of the proposed elderly developments and issue a resolution of no objection for the East Avenue Crossing (serving general population) development.

Motion was made by Councilmember Brown to approve RS-22-028 providing resolutions of support for all five (5) of the proposed developments. Motion was seconded by Mayor Pro Tem Nash-King. Motion carried 6 to 1 with Councilmember Williams in opposition.

Public Hearings

PH-22-013 HOLD a public hearing and consider an ordinance requested by Joshua Welch on behalf of CP Summit Group, Loverd Wilson Mitchell Trust, Penelope McDonald & Ray Fread (Case #Z21-41), to rezone approximately 80.85 acres out of the J.H. Lewis Survey, Abstract No 0536, the J.W. Morton Survey, Abstract No. 0587, and the T. Arnold Survey, Abstract No. 0055, from "A" (Agricultural District), "A-R1" (Agricultural Single-Family Residential District), and "R-1" (Single-Family Residential District) to Planned Unit Development (PUD) with "SF-2" (Single-Family Residential District). The property is generally located south of Prewitt Ranch Road and East of Clear Creek Road, Killeen, Texas. **(Tabled from 02/08/22 Regular City Council Meeting)**

The City Secretary read the caption of the ordinance.

AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF KILLEEN BY CHANGING THE ZONING OF APPROXIMATELY 80.85 ACRES OUT OF THE J.H. LEWIS SURVEY, ABSTRACT NO 0536, THE J.W. MORTON SURVEY, ABSTRACT NO 0587, AND THE T. ARNOLD SURVEY, ABSTRACT NO 0055, FROM "A" (AGRICULTURAL DISTRICT), "A-R1" (AGRICULTURAL SINGLE-FAMILY RESIDENTIAL DISTRICT), AND "R-1" (SINGLE-FAMILY RESIDENTIAL DISTRICT) TO PLANNED UNIT DEVELOPMENT (PUD) W/ "SF-2" (SINGLE-FAMILY RESIDENTIAL DISTRICT); PROVIDING A SAVINGS CLAUSE; PROVIDING FOR THE REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR AN EFFECTIVE DATE.

Staff Comments: Wallis Meshier, Director of Planning

The property is designated as general residential on the Future Land Use Map (FLUM) of the Comprehensive Plan. The request is consistent with the FLUM. If approved, the applicant intends to build approximately three-hundred and thirty-three (333) residential lots over nine (9) blocks. Proposed Planned Unit Development Standards and the proposed Homeowner's Association's open space amenity plan have been submitted and reviewed by city staff and the Planning and Zoning Commission. Staff notified one-hundred and ninety-one (191) surrounding property owners. To date, staff has not received any written responses regarding this request. Staff recommends approval of the request as presented. The

Planning & Zoning Commission recommended approval of the applicant's request with the condition that the east/west street be moved north to shorten the block length of the northern block by a vote of 5 to 1. The applicant has since complied with the recommended condition, which is reflected on the Concept Plan.

Mayor Segarra invited the applicant to speak.

The applicant, Josh Welch, was available to provide additional information and answer questions.

Mayor Segarra opened the public hearing.

With no one appearing, the public hearing was closed.

Motion was made by Councilmember Wilkerson to approve PH-22-013. Motion was seconded by Councilmember Boyd. Councilmember Brown amended the motion to approve PH-22-013 with no protruding garages. Without a second the amended motion died. Motion carried unanimously.

PH-22-016 HOLD a public hearing and consider an ordinance amending the FY 19-20 Annual Action Plan reprogramming CDBG-CV funding in the amount of \$294,215.46 for activities that prevent, prepare for and respond to the Coronavirus in the Killeen Community.

The City Secretary read the caption of the ordinance.

AN ORDINANCE AUTHORIZING REALLOCATION OF \$294,215.46 CDBG-CV TO ADDRESS THE CHANGING NEEDS IN RESPONSE TO THE CONTINUED PREPARATIONS, PROTECTIONS, AND RESPONSE IN THE PREVENTION AND SPREAD OF THE CORONAVIRUS (COVID-19) IN KILLEEN; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

Staff Comments: Leslie Hinkle, Executive Director of Community Development In March of 2020, the CARES Act was signed into Public Law. In total from HUD / CDBG-CV funding, the City received \$1,340,517. Those funds were allocated to support several activities and have been spent providing the community with several assistance programs including utility assistance, rent and mortgage assistance, public health and public safety activities and economic development activities. There is a remaining balance of \$294,215.46 from these activities that staff is recommending be reprogramed into public health and public safety programs and activities that prevent, prepare for, and respond to the Coronavirus in the Killeen community.

Mayor Segarra opened the public hearing.

With no one appearing, the public hearing was closed.

Motion was made by Councilmember Brown to approve PH-22-016. Motion was seconded by Mayor Pro Tem Nash-King. Motion carried unanimously.

Discussion Items

DS-22-028 Discuss Appointment of Presiding Municipal Court Judge

At 6:02 p.m., Mayor Segarra called for City Council to recess the meeting to Executive Session.

Per V.T.C.A., Government Code Section 551.074 the City Council will discuss the appointment of presiding Municipal Court Judge.

At 6:34 p.m., Mayor Segarra reconvened the City Council meeting.

Adjournment

With no further business, upon motion being made by Mayor Pro Tem Nash-King, seconded by Councilmember Brown, and unanimously approved, the meeting was adjourned at 6:34 p.m.



City of Killeen

Legislation Details

File #: RS-22-036 **Version:** 1 **Name:** Multi-sport Playing Conditions for Parks
Type: Resolution **Status:** Resolutions
File created: 2/11/2022 **In control:** City Council Workshop
On agenda: 3/15/2022 **Final action:**
Title: Consider a memorandum/resolution authorizing an agreement with Sports Fields Solutions to establish multi-sport playing conditions at Conder, Stewart and Phyllis Parks in the amount of \$512,470.
Sponsors: Recreation Services Department
Indexes:
Code sections:
Attachments: [Staff Report](#)
[Quote](#)
[ARPA Appendix A](#)
[Certificate of Interested Parties](#)
[Presentation](#)

Date	Ver.	Action By	Action	Result
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STAFF REPORT

DATE: March 15, 2022

TO: Kent Cagle, City Manager

FROM: Joe Brown, Executive Director of Recreation Services

SUBJECT: Establish Multi-sport playing conditions at area parks

BACKGROUND AND FINDINGS:

Currently there are no sport playing fields at Stewart and Phyllis Parks. Adding multi-sport fields at these parks will increase user value to the communities they serve. The sports playing field at Conder Park is non-irrigated and unsafe for recreational play.

The City of Killeen Recreation Services wants to establish multi-sport playing conditions for our community at these three area parks. We would create top level turf space at Conder, Stewart and Phyllis Park through this process. These projects align with park improvements outlined in the adopted Parks Master Plan and Recreation Services plan to improve existing park facilities, giving recreation and community organizations more facilities to play.

The department received a quote under the Buyboard Cooperative contract #641-21 from Sports Field Holdings, LLC dba Sports Field Solutions for all three parks. The quote includes killing and stripping vegetation, installation of silt fencing and irrigation systems and a four (4) inch layer of sandy loam. After the ground is prepared, TifTuf Bermuda will be installed.

THE ALTERNATIVES CONSIDERED:

Option 1 - Not authorize an agreement with Sports Field Solutions for the creation of multi-sport playing fields.

Option 2 - Authorize an agreement with Sports Field Solutions for the creation of multi-sport playing fields.

Which alternative is recommended? Why?

Recreation Services staff recommends City Council authorize an agreement with Sports Field Holdings, LLC dba Sports Field Solutions. The approval of this agreement will allow Recreation Services and the City of Killeen to have multi-sport playing fields at the three parks that would be safe, viable, and durable.

CONFORMITY TO CITY POLICY:

This purchase will be made through the TX Buyboard 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; local government that

purchases goods or services under this subchapter satisfies any state law requiring the local government to seek competitive bids for the purchase of the goods or services.

FINANCIAL IMPACT:

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

Current fiscal year cost is \$512,470.00 for the contracted services.

Conder Park: \$218,875.00
Stewart Park: \$160,221.00
Phyllis Park: \$118,399.00
Agronomic Package: \$14,975.00

Is this a one-time or recurring expenditure?

One-time

Is this expenditure budgeted?

Yes, funds are available in the Governmental CIP Fund in account 349-8930-493.69-03.

If not, where will the money come from?

N/A

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

Yes

RECOMMENDATION:

Recreation Services staff recommends City Council authorize an agreement with Sports Field Holdings, LLC dba Sports Field Solutions for the creation of multi-sport playing fields at the three city parks in the amount of \$512,470.00, 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:

Quote
ARPA Appendix A
Certificate of Interested Parties



SPORTS FIELD
SOLUTIONS



KILLEEN
TEXAS



February 24, 2022

The City of Killeen
1700 E. Stan Schlueter Loop
Killeen, TX 76542
E: JBrown@killeentexas.gov
P: 254-501-8838

Re: Sports Field Solutions – The City of Killeen Park Renovations

Joe,

Sports Field Solutions is pleased to provide you with a turn-key sports solution that can ease the construction process while maintaining project schedules and budget. This scope of work includes the renovation of Phyllis, Stewart, and Conder parks. We, Sports Field Solutions, are pleased to provide the below budgetary scope of work to be procured through BuyBoard contracts Indoor and Outdoor Sports Surfaces, Repair, and Renovation, and Gym Floor Refinishing 641-21.

Project Total **\$512,470**

Phyllis Park Renovation..... \$118,399

- Mobilize the project site.
- Implement erosion control measures.
 - Provide and place 250 ft of silt fencing.
 - Establish 25' x 50' construction entrance with 50 tons of coarse aggregates.
- Layout field and affected area; approximately 40,000 square feet.
- Remove approximately 1" of existing vegetation and sod material within the affected area.
 - *The City of Killeen to remove spoils off sight.*
- Provide and install a design build irrigation system.
 - *The City of Killeen to mark and direct to the existing water line near the affected area.*
 - *Irrigation system to be designed and installed using Hunter and/or RainBird products.*
- Laser grade affected area of subgrade.
- Provide and place approximately 850 tons of locally sourced sandy loam.
- Laser grade surface to ensure positive drainage.
- Roll affected area as needed to ensure proper compaction.
- Provide and install approximately 40,000 square feet of requested TifTuf Bermuda sod.
- Remove and haul-off erosion control measures.
 - *Remove fencing.*
 - *Remove coarse aggregates, haul-off, backfill with onsite material, and replace sod.*
- Clean-up effected area per scope of work.



SPORTS FIELD SOLUTIONS

Conder Park Renovation..... \$218,875

- Mobilize the project site.
- Implement erosion control measures.
 - Provide and place 800 ft of silt fencing.
 - Establish 25' x 50' construction entrance with 50 tons of coarse aggregates.
- Layout field and affected area; approximately 93,000 square feet.
- Remove approximately 1" of existing vegetation and sod material within the affected area.
 - *The City of Killeen to remove spoils off sight.*
- Provide and install a design build irrigation system.
 - *The City of Killeen to mark and direct to the existing water line near the affected area.*
 - *Irrigation system to be designed and installed using Hunter and/or RainBird products.*
- Laser grade affected area of subgrade.
- Provide and place approximately 2,000 tons of locally sourced sandy loam.
- Laser grade surface to ensure positive drainage.
- Roll affected area as needed to ensure proper compaction.
- Provide and install approximately 93,000 square feet of requested TifTuf Bermuda sod.
- Remove and haul-off erosion control measures.
 - *Remove fencing.*
 - *Remove coarse aggregates, haul-off, backfill with onsite material, and replace sod.*
- Clean-up effected area per scope of work.

Stewart Park Renovation..... \$160,221

- Mobilize the project site.
- Implement erosion control measures.
 - Provide and place 500 ft of silt fencing.
 - Establish 25' x 50' construction entrance with 50 tons of coarse aggregates.
- Layout field and affected area; approximately 68,000 square feet.
- Remove approximately 1" of existing vegetation and sod material within the affected area.
 - *The City of Killeen to remove spoils off sight.*
- Provide and install a design build irrigation system.
 - *The City of Killeen to mark and direct to the existing water line near the affected area.*
 - *Irrigation system to be designed and installed using Hunter and/or RainBird products.*
- Laser grade affected area of subgrade.
- Provide and place approximately 1,224 tons of locally sourced sandy loam.
- Laser grade surface to ensure positive drainage.
- Roll affected area as needed to ensure proper compaction.
- Provide and install approximately 68,000 square feet of requested TifTuf Bermuda sod.
- Remove and haul-off erosion control measures.
 - *Remove fencing.*
 - *Remove coarse aggregates, haul-off, backfill with onsite material, and replace sod.*
- Clean-up effected area per scope of work.



New-Sod Package..... \$14,975

- Pre-Sod Fertilization
 - Fertilize the above locations in the outlined areas of new sod placement approx. 204,000 sq. ft.
- Post-Sod Fertilization
 - Fertilize the above locations in the areas of new sod placement approx. 204,000 sq. ft.
- Top Dress
 - Top Dress the approx. 204,000 sq. ft. with topdressing sand.

Exclusions

- Any item of work not specifically listed above.
- Any building permits or site inspection fees.
- Soils stabilization.
- Temporary irrigation.
- Sod grow-in.
- SWPPP.
- Rock excavation.
- Sports lighting.
- Electrical work of any kind.
- Materials testing.
- Sales and/or use tax.

Again, we are excited to provide you with the budgetary scope of work for your project in Killeen, Tx.. This quote will be honored until April 29, 2022. Feel free to reach out if you have any clarifications or questions as you review the proposal. We look forward to working closely with you as your project is developed.

Best regards,

Tyler Bate
435-553-8170
Sports Field Solutions



CITY OF CONROE









BISHOP DUNNE CATHOLIC SCHOOL







SPORTS FIELD
SOLUTIONS



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

Austin Andrews
Printed Name

2/25/2022
Date

Sports Field Solutions
Company Name

CEO
Title

Appendix A
Required Contract Clauses
2 C.F.R. § 200.326 and 2 C.F.R. Part 200

1. Remedies.

- a. Contracts for more than the simplified acquisition threshold (\$150,000) must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. See 2 C.F.R. Part 200, Appendix II, ¶ A. All remedies are stipulated in the Purchase Order Terms and Conditions.
- b. Applicability: This requirement applies to all FEMA grant, cooperative agreement programs, and City contracts that are funded through federal awards and grants.

2. Termination for Cause and Convenience.

- a. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II, ¶ B.
- b. Applicability. This requirement applies to all FEMA grant, cooperative agreement programs, and City contracts that are funded through federal awards and grants. The Termination for Cause and Convenience is in the City's Purchase Order Terms and Conditions.

3. Equal Employment Opportunity.

- a. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4(b), in accordance with Executive Order 11246, *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, *Amending Executive Order 11246 Relating to Equal Employment Opportunity*, and implementing regulations at 41C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II, ¶C.
- b. Key Definitions.
 - (1) Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

- (2) Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

Applicability. This requirement applies and the clauses incorporated to all FEMA grant, cooperative agreement programs, and City contracts and Purchase Orders that are funded through federal awards and grants:

c. .During the performance of this Contract, the Contractor agrees as follows:

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (3) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or

workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- (5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

4. Davis Bacon Act and Copeland Anti-Kickback Act.

- a. As amended (40 U.S.C. 3141-3148). When required by Federal Program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)). See 2 C.F.R. Part 200, Appendix II, ¶ D.
- b. In accordance with the statute, Contractors are required to pay wages to laborers

and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractors are required to pay ‘wages not less than once a week.

- c. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding- agency.
- d. In contracts subject to the Davis-Bacon Act, the contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti-Kickback Act provides that each contractor or sub recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to federal awarding agency.
- e. Compliance with the Davis-Bacon Act
All transactions regarding this Purchase Order hereby incorporates the requirements of compliance with the Davis-Bacon Act (40U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)). Contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractors are required to pay ‘wages not less than once a week.

- f. Compliance with the Copeland "Anti-Kickback" Act.
All transactions regarding this Purchase Order hereby incorporates the requirements of compliance with the Copeland “Anti-Kickback” Act:
 - (1) Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
 - (2) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract

clauses.

(3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

5. Contract Work Hours and Safety Standards Act.

Applicability: This requirement applies and the clauses are incorporated to all FEMA grant, cooperative agreement programs, and City contracts and Purchase Orders that are funded through federal awards and grants:

- a. All Contractors awarded by the City of Killeen entity in excess of \$100,000 that involve the employment of mechanics or laborers must comply with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, ¶E.
- b. Under 40 U.S.C. § 3702, each Contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.
- c. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- d. In accordance with 29 C.F.R. § 5.5(b) the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act are hereby incorporated:

Compliance with the Contract Work Hours and Safety Standards Act.

- (1) Overtime requirements. No contractor or subcontractor contracting for any pay of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and

subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

6. Rights to Inventions Made Under a Contract or Agreement.

This requirement applies and the clauses are incorporated to all FEMA grant, cooperative agreement programs, and City contracts and Purchase Orders that are funded through federal awards and grants:

- a. If the Federal award and grants meet the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the City of Killeen or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the City hereby incorporates the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by the federal awarding agency into the contract. See 2 C.F.R. Part 200, Appendix II, ¶ F.
- b. The regulation at 37 C.F.R. § 401.2(a) currently defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the

performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

7. Clean Air Act and the Federal Water Pollution Control Act. Contracts of amounts in excess of \$150,000 must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II, ¶ G.

This requirement applies and the clauses are incorporated to all FEMA grant, cooperative agreement programs, and City contracts and Purchase Orders that are funded through federal awards and grants:

- a. Clean Air Act

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

- (2) The Contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government} will, in tum, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

- (3) The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by the federal awarding agency.

- b. Federal Water Pollution Control Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

- (2) The contractor agrees to report each violation to the City of Killeen and understands and agrees that the City of Killeen will, in tum, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

- (3) The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal

assistance provided by the awarding agency.

8. Debarment and Suspension.

Applicability: This requirement applies and the clauses are incorporated to all FEMA grant, cooperative agreement programs, and City contracts and Purchase Orders that are funded through federal awards and grants.

- a. (H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

9. Byrd Anti-Lobbying Amendment.

Applicability: This requirement applies and the clauses are incorporated to all FEMA grant, cooperative agreement programs, and City contracts and Purchase Orders that are funded through federal awards and grants:

- a. Contractors that apply or bid for an award of \$100,000 or more must file the required certification. See 2 C.F.R. Part 200, Appendix II, ¶J; 44 C.F.R. Part 18; Chapter IV, 6.c; Appendix C, ¶ 4.
- b. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal Award. Such disclosures are forwarded from tier to tier up to the non-Federal award. See Chapter IV, ¶ 6.c and Appendix C, ¶ 4.

d. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by

31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

APPENDIX A, 44 C.F.R. PART 18- CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form• LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*,

10. Procurement of Recovered Materials.

Applicability: This requirement applies and the clauses are incorporated to all FEMA grant, cooperative agreement programs, and City contracts and Purchase Orders that are funded through federal awards and grants:

- a. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, ¶ K; 2 C.F.R. § 200.322; Chapter V, ¶7.
- b. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- c. (1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired-
 - (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
 - (ii) Meeting contract performance requirements; or
 - (iii) At a reasonable price.(2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products.htm>.

11. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.

Applicability: This requirement applies and the clauses are incorporated to all FEMA grant, cooperative agreement programs, and City contracts and Purchase Orders that are funded through federal awards and grants:

- (a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
 - (1) Procure or obtain;
 - (2) Extend or renew a contract to procure or obtain; or
 - (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential

component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115–232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115–232, section 889 for additional information.

(d) See also § 200.471.

12. Domestic Preferences for Procurements.

Applicability: This requirement applies and the clauses are incorporated to all FEMA grant, cooperative agreement programs, and City contracts and Purchase Orders that are funded through federal awards and grants:

(a) As appropriate and to the extent consistent with law, the non–Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

13. Access to Records.

This requirement applies and the clauses are incorporated to all FEMA grant, cooperative agreement programs, and City contracts and Purchase Orders that are funded through federal awards and grants:

- (1) The Contractor agrees to provide the City of Killeen (insert name of state agency or local or Indian tribal government), (insert name of recipient), the federal awarding agency, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The Contractor agrees to provide the federal awarding agency or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

14. DRS Seal, Logo, and Flags.

This requirement applies and the clause is incorporated to all FEMA grant, cooperative agreement programs, and City contracts and Purchase Orders that are funded through federal awards and grants:

- a. The Contractor shall not use the DRS seal(s), logos, crests, or reproductions of flags or likenesses of DRS agency officials without specific federal awarding agency pre• approval.

15. Compliance with Federal Law, Regulations, and Executive Orders.

This requirement applies and the clause is incorporated to all FEMA grant, cooperative agreement programs, and City contracts and Purchase Orders that are funded through federal awards and grants:

- a. This is an acknowledgement that FEMA financial assistance, CARES Funds, or other federal funds will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, federal awarding agency policies, procedures, and directives.

16. No Obligation by Federal Government.

This requirement applies and the clause is incorporated to all FEMA grant, cooperative agreement programs, and City contracts and Purchase Orders that are funded through federal awards and grants:

- a. The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

17. Program Fraud and False or Fraudulent Statements or Related Acts.

This requirement applies and the clause is incorporated to all FEMA grant, cooperative agreement programs, and City contracts and Purchase Orders that are funded through federal awards and grants:

- a. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

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.

Sports Field Holdings DBA Sports Field Solutions
Dallas, TX United States

Certificate Number:
2022-854926

Date Filed:
02/25/2022

Date Acknowledged:

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

The 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.

641-21
Renovate Conder, Phylliss, and Stewart parks + top dress & Pre & post fertilizations

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 Austin Andrews, and my date of birth is 08/11/1997.

My address is 16400 Dallas Pkwy. Ste 305, Dallas, TX, 75248, 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 TX, on the 25th day of February 2022.
(month) (year)

A. Andrews
Signature of authorized agent of contracting business entity
(Declarant)



MULTI-SPORT PLAYING CONDITIONS AT CONDER, STEWART AND PHYLLIS PARKS

RS-22-036

March 15, 2022

Background

2

- ❑ There are currently no designed multi-sport playing fields at Stewart, and Phyllis parks
- ❑ Adding multi-sport fields at these parks will increase user value to the communities they serve
- ❑ The sports playing field at Conder Park is non-irrigated and un-safe for recreational play
- ❑ This project aligns with our adopted 2022 Parks Master Plan and is funded through designated ARPA funds

Field Construction Plan

3

- ❑ Create durable and safe multi-sport fields
- ❑ Killing and stripping vegetation
- ❑ Implementing erosion control measures
- ❑ Installation of silt fencing and irrigation systems
- ❑ Add between 850-2,000 tons of locally sourced sandy loam
- ❑ Pre/post-sod fertilization at approx. 204,000sq.ft.
- ❑ Top dressing approx. 204,000 sq.ft. with sand
- ❑ Installing approx. 201,000 sq. ft. of TifTuf Bermuda

Financial Impact

4

Park	Cost
Conder Park	\$218,875.00
Stewart Park	\$160,221.00
Phyllis Park	\$118,399.00
Agronomic package	\$14,975.00
Total	\$512,470.00

Alternative

5

- The City Council has (2) alternatives:
 - ▣ Option 1 – Do not approve the cost and creation of multi-surface playing fields
 - ▣ Option 2 – Approve the cost and creation of multi-surface playing fields

Recommendation

Recreation Services staff recommends City Council approve the cost and creation of multi-sport playing fields at Conder, Stewart and Phyllis parks through Sport Field Holdings, LLC dba Sport Field Solutions not to exceed \$512,470 and that the City Manager or designee be authorized to execute any change orders as permitted by state and local law



City of Killeen

Legislation Details

File #: RS-22-037 **Version:** 1 **Name:** Wolf Ditch Drainage Improvement Project
Type: Resolution **Status:** Resolutions
File created: 2/17/2022 **In control:** City Council Workshop
On agenda: 3/15/2022 **Final action:**
Title: Consider a memorandum/resolution awarding Bid No. 22-06 to J.B. & Co. LLC. for the construction of the Wolf Ditch Drainage Improvement Project in the amount of \$205,479.00.
Sponsors: Development Services, Engineering
Indexes:
Code sections:
Attachments: [Staff Report](#)
[Recommendation Letter](#)
[Bid Tab](#)
[Bid Proposal](#)
[Certificate of Interested Parties](#)
[Presentation](#)

Date	Ver.	Action By	Action	Result
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STAFF REPORT

DATE: March 15, 2022

TO: Kent Cagle, City Manager

FROM: Andrew Zagars, City Engineer

SUBJECT: Authorize the award of Bid 22-06 to J.B. & Co. LLC for the construction of the Wolf Ditch Drainage Improvement Project in the amount of \$205,479.00.

BACKGROUND AND FINDINGS:

This project was rated No. 1 in the 2012 Drainage Master Plan. The purpose is to alleviate historical drainage issues and flooding of homes located in the Skyline Terrace 3RD Extension Subdivision. Drainage analysis and hydraulic assessment concludes that new drainage infrastructure is warranted to include new storm sewer and curb inlets within the Skyline Terrace 3RD Extension subdivision. City Council approved CCM/R 20-080R on April 18, 2020, and subsequently City executed a professional services agreement with Jones-Heroy & Associates, Inc.

City published the bid for Wolf Ditch Drainage Improvements project on January 09, 2022, and the City of Killeen received competitive bids from four contractors for Wolf Ditch Drainage Improvement Project. The bids, opened and read aloud through zoom online video conferencing, are as follows:

Bidders	Total Bid Amount
J.B. & Co. LLC	\$205,479.00
TCB Construction, Inc.	\$296,629.00
Mike Larsen Company	\$345,012.00
Terra Path, Inc.	\$368,000.00

THE ALTERNATIVES CONSIDERED:

1. Award Bid 22-06 to J.B. & Co. LLC. for the construction of Wolf Ditch Drainage Improvement Project.
2. Reject all bids and do not move forward with the construction of Wolf Ditch Drainage Improvement Project.

Which alternative is recommended? Why?

Alternative "1" is recommended because:

- a. J.B. & Co. LLC., is the lowest responsible bidder.
- b. Jones-Heroy & Associates, Inc., the design engineering firm on this project, reviewed and recommended the contract be awarded to J.B. & Co. LLC.

CONFORMITY TO CITY POLICY:

This project conforms to all State and City purchasing policies.

FINANCIAL IMPACT:

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

The total cost for construction and installation of new storm sewer pipe with new curb inlets and drainage appurtenances is \$205,479.00.

Is this a one-time or recurring expenditure?

This is a one-time expenditure.

Is this expenditure budgeted?

Yes, the expenditure is budgeted in the Drainage Bond Fund account 576-9591-495.63-28.

If not, where will the money come from?

N/A

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

Yes, there is a sufficient amount in the budgeted line-item for this expenditure.

RECOMMENDATION:

Staff recommends that the City Council award Bid 22-06 to J.B. & Co. LLC. in the amount of \$205,479.00 for construction of Wolf Ditch Drainage Improvement Project, authorize the City Manager or his designee to enter into a contract with J.B. & Co. LLC., and authorize the City Manager to execute any and all changes within the amounts set by state and local law.

DEPARTMENTAL CLEARANCES:

Development Services
Finance
City Attorney

ATTACHED SUPPORTING DOCUMENTS:

Recommendation Letter
Bid Tab
Bid Proposal
Certificate of Interested Parties



JONES - HEROY & ASSOCIATES, INC.

February 17, 2022

Ms. Lorianne Luciano
Director of Procurement and Contract Management
City of Killeen
802 N. 2nd Street, Building E, Room 215
Killeen, Texas 76541

**RE: RECOMMENDATION FOR AWARD
Wolf Ditch Drainage Improvement Project
Bid No. 22-06**

Dear Ms. Luciano:

On Monday, February 7, 2022 at 2:00 PM (CST), four (4) bids were received for the above referenced project. We have reviewed the bids and recommend award of the project to the lowest qualified bidder, J.B. & Co. LLC of Dallas, Texas, in the amount of \$205,479.00. A tabulation of the bids is attached.

Please do not hesitate to contact us should you have any questions or need any additional information.

Sincerely,
JONES-HEROY & ASSOCIATES, INC.



Travis G. Clark, P.E.
Principal

Attachment: Bid Tabulation

Bid Tabulation
Wolf Ditch Drainage Improvement Project
Bid No. 22-06

Owner: City of Killeen
 Engineer: Jones-Heroy & Associates, Inc.
 Bid Date: Monday, February 7, 2022 at 2:00 PM

Item No.	Estimated Quantity	Unit	Description of Items	J.B. & Co. LLC		TCB Construction, Inc.		Mike Larsen Company		Terra Path, Inc.	
				Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
GENERAL											
1.	1	Lump Sum	Mobilization.	\$ 25,000.00	\$ 25,000.00	\$ 30,000.00	\$ 30,000.00	\$ 67,521.00	\$ 67,521.00	\$ 76,057.42	\$ 76,057.42
2.	1	Lump Sum	Payment and Performance Bonds.	\$ 5,000.00	\$ 5,000.00	\$ 10,500.00	\$ 10,500.00	\$ 29,308.00	\$ 29,308.00	\$ 11,100.00	\$ 11,100.00
3.	1	Lump Sum	Traffic Control Plan Implementation.	\$ 6,000.00	\$ 6,000.00	\$ 9,000.00	\$ 9,000.00	\$ 14,625.00	\$ 14,625.00	\$ 5,659.34	\$ 5,659.34
4.	1	Lump Sum	Site Preparation.	\$ 8,750.00	\$ 8,750.00	\$ 30,000.00	\$ 30,000.00	\$ 7,800.00	\$ 7,800.00	\$ 12,677.69	\$ 12,677.69
5.	191	Linear Feet	Trench Safety Plan and Implementation.	\$ 10.00	\$ 1,910.00	\$ 25.00	\$ 4,775.00	\$ 10.00	\$ 1,910.00	\$ 39.68	\$ 7,578.88
6.	1	Each	City Project Sign.	\$ 900.00	\$ 900.00	\$ 2,000.00	\$ 2,000.00	\$ 1,500.00	\$ 1,500.00	\$ 524.70	\$ 524.70
7.	1	Each	Brace existing utility pole during excavation.	\$ 2,875.00	\$ 2,875.00	\$ 2,500.00	\$ 2,500.00	\$ 750.00	\$ 750.00	\$ 10,759.63	\$ 10,759.63
8.	20	Linear Feet	Remove and replace 6' chain-link fence.	\$ 30.00	\$ 600.00	\$ 55.00	\$ 1,100.00	\$ 50.00	\$ 1,000.00	\$ 118.86	\$ 2,377.20
9.	140	Linear Feet	Remove and replace 6' wooden privacy fence.	\$ 50.00	\$ 7,000.00	\$ 50.00	\$ 7,000.00	\$ 75.00	\$ 10,500.00	\$ 44.83	\$ 6,276.20
10.	1	Each	Remove and replace brick mailbox.	\$ 3,000.00	\$ 3,000.00	\$ 900.00	\$ 900.00	\$ 2,500.00	\$ 2,500.00	\$ 4,830.50	\$ 4,830.50
11.	1	Lump Sum	Relocate 1 sanitary sewer service with pipe size to match existing pipe diameter, cleanouts, & fittings as necessary to avoid proposed storm drain pipe.	\$ 8,700.00	\$ 8,700.00	\$ 1.00	\$ 1.00	\$ 5,200.00	\$ 5,200.00	\$ 10,644.38	\$ 10,644.38
12.	1	Lump Sum	Relocate 1 domestic water service with pipe size to match existing pipe diameter, adapters, & fittings as necessary to avoid proposed storm drain pipe	\$ 6,000.00	\$ 6,000.00	\$ 1.00	\$ 1.00	\$ 5,500.00	\$ 5,500.00	\$ 10,644.38	\$ 10,644.38
ROADWAY											
13.	19	Square Yards	Sawcut asphalt, furnish, and install standard 6-foot concrete valley gutter.	\$ 415.00	\$ 7,885.00	\$ 105.00	\$ 1,995.00	\$ 325.00	\$ 6,175.00	\$ 1,641.07	\$ 31,180.33
14.	12	Square Yards	Remove existing 4-foot concrete valley gutter.	\$ 65.00	\$ 780.00	\$ 150.00	\$ 1,800.00	\$ 200.00	\$ 2,400.00	\$ 512.68	\$ 6,152.16
15.	19	Square Yards	Furnish and install flexbase.	\$ 30.00	\$ 570.00	\$ 50.00	\$ 950.00	\$ 105.00	\$ 1,995.00	\$ 446.86	\$ 8,490.34
16.	5	Square Yards	Remove and replace concrete sidewalk.	\$ 150.00	\$ 750.00	\$ 81.00	\$ 405.00	\$ 440.00	\$ 2,200.00	\$ 1,097.67	\$ 5,488.35
17.	81	Linear Feet	Remove and replace concrete curb and gutter.	\$ 35.00	\$ 2,835.00	\$ 80.00	\$ 6,480.00	\$ 60.00	\$ 4,860.00	\$ 113.80	\$ 9,217.80
18.	15	Square Yards	Remove and replace concrete driveway.	\$ 150.00	\$ 2,250.00	\$ 150.00	\$ 2,250.00	\$ 440.00	\$ 6,600.00	\$ 621.46	\$ 9,321.90
DRAINAGE											
19.	1	Each	Remove existing curb inlet.	\$ 2,000.00	\$ 2,000.00	\$ 2,500.00	\$ 2,500.00	\$ 3,500.00	\$ 3,500.00	\$ 4,102.88	\$ 4,102.88
20.	3	Each	Furnish and install 10' curb inlet (Type S-1 and Type G-1).	\$ 15,000.00	\$ 45,000.00	\$ 8,500.00	\$ 25,500.00	\$ 9,350.00	\$ 28,050.00	\$ 6,250.35	\$ 18,751.05
21.	134	Linear Feet	Remove existing 18" RC storm drain pipe.	\$ 35.00	\$ 4,690.00	\$ 200.00	\$ 26,800.00	\$ 174.00	\$ 23,316.00	\$ 81.50	\$ 10,921.00
22.	322	Linear Feet	Furnish and install 24" RC pipe, CL III.	\$ 105.00	\$ 33,810.00	\$ 300.00	\$ 96,600.00	\$ 226.00	\$ 72,772.00	\$ 196.13	\$ 63,153.86
23.	1	Each	Remove existing concrete headwall for 18" RCP, furnish and install concrete headwall, CH-PW-0.	\$ 4,000.00	\$ 4,000.00	\$ 10,000.00	\$ 10,000.00	\$ 19,400.00	\$ 19,400.00	\$ 17,480.48	\$ 17,480.48
24.	16	Square Yards	Remove and replace concrete riprap.	\$ 100.00	\$ 1,600.00	\$ 200.00	\$ 3,200.00	\$ 450.00	\$ 7,200.00	\$ 584.55	\$ 9,352.80
EROSION CONTROL											
25.	314	Square Yards	Furnish and install sod or hydromulch seeding to re-establish vegetation.	\$ 10.00	\$ 3,140.00	\$ 20.00	\$ 6,280.00	\$ 35.00	\$ 10,990.00	\$ 3.38	\$ 1,061.32
26.	314	Square Yards	Furnish and install topsoil (4").	\$ 6.00	\$ 1,884.00	\$ 28.00	\$ 8,792.00	\$ 10.00	\$ 3,140.00	\$ 17.92	\$ 5,626.88
27.	3	Each	Furnish, install, and remove curb inlet protection.	\$ 850.00	\$ 2,550.00	\$ 400.00	\$ 1,200.00	\$ 300.00	\$ 900.00	\$ 1,061.31	\$ 3,183.93
28.	20	Linear Feet	Furnish, install, and remove temporary rock filter berm.	\$ 100.00	\$ 2,000.00	\$ 100.00	\$ 2,000.00	\$ 100.00	\$ 2,000.00	\$ 169.90	\$ 3,398.00
29.	140	Linear Feet	Furnish, install, and remove silt fence.	\$ 100.00	\$ 14,000.00	\$ 15.00	\$ 2,100.00	\$ 10.00	\$ 1,400.00	\$ 14.19	\$ 1,986.60
TOTAL BASE BID				\$ 205,479.00	\$ 205,479.00	\$ 296,629.00	\$ 296,629.00	\$ 345,012.00	\$ 345,012.00	\$ 368,000.00	\$ 368,000.00
Submitted Signed Bid Proposal				Yes		Yes		Yes		Yes	
Submitted Signed Bid Bond				Yes		Yes		Yes		Yes	
Acknowledged Addendum				Yes		No		Yes		Yes	
Submitted Signed Conflict of Interest				Yes		Yes		No		Yes	
Submitted Signed General Terms & Conditions				Yes		No		Yes		Yes	

BID OR PROPOSAL GENERAL TERMS AND CONDITIONS

CITY OF KILLEEN

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 fuel 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 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.
- (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
- (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:

Delivery Address:
City of Killeen
Attn: Purchasing Department
802 2nd Street, Bldg. E
Killeen, TX 76541

5. Rejection of Bid

- (a) The City may reject a Bid if:
1. The Bidder misstates 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 or, if applicable, the responsible bidder who provides goods or services at the best value for the municipality based on, but not limited to, the following factors:

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

municipality to acquire the bidder's goods or services

“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.
- (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 follow council approval. A contract, for review by the City’s legal team, shall follow receipt.
- (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 of Contract

Any contract pursuant after this bid packet 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. The City reserves the right to award a contract to next best bidder it deems to be in the best interest of the City, should a contract be awarded and subsequently cancelled.

13. 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.

14. Conflict of Interest Disclosure Questionnaire

The Bidder agrees that if a member of the City Council or 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 is 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 law are available at: <http://www.statutes.legis.state.tx.us/SOTWDocs/LG/htm/LG.176.htm>

15. Venue for Legal Action

The standard form of agreement later referenced in this bid packet 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.

16. 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.

17. 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, until the City accepts the items in writing.

A. Comprehensive General Liability and Property Damage Insurance.

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

Bodily Injury.

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

Property Damage.

- (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

18. Verification by Vendor

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.

19. Acknowledgement

Each bidder, by their signature, represents that they have read the “Terms and Conditions for Bids”, and will comply with these terms and conditions.

By signing this document, the respondent 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.

Additionally, the City may not enter into a contract for general construction, an

Bid No. 22-06

improvement, a service, or a public works project or for a purchase of supplies, materials or equipment with a company engaged in business with Iran, Sudan or a foreign terrorist organization.

SIGNATURE: Joel Brown DATE: 02/07/2022

PRINT NAME: Joel Brown

In the event of award of a contract to the undersigned, the undersigned will appear before the authorized representative of the Owner and furnish Performance and Payment bonds for the full amount of the Contract, with the sureties offered by: J.B. & Co. LLC and The Great American Insurance Company

To secure proper compliance with the terms and provisions of the Contract to insure and guarantee the work until final completion and acceptance and to guarantee payment of all claims for labor performed and material furnished in fulfillment of the Contract.

The work proposed to be done shall be accepted when fully completed and finished in accordance with Wolf Ditch Drainage Improvement Project Plan Sheets and Specifications, to the satisfaction of the Engineer.

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

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

Addendum No. 1 dated 02/02/22 Received JB
Addendum No. 2 dated _____ Received _____
Addendum No. 3 dated _____ Received _____

This is a Bid of J.B. & Co. LLC Corporation, organized and existing under the laws of the State of TX, or; a Partnership consisting of _____, or: an Individual, doing business as _____.

By: Joel Brown 

Seal, if a Corporation

Manager
TITLE

2626 Cole Ave. Suite #300
Dallas, TX 75204
MAILING ADDRESS

2626 Cole Ave. Suite #300
STREET ADDRESS

Dallas, TX 75204
CITY AND STATE

972-515-3646
TELEPHONE NUMBER

**EXHIBIT "A" – UNIT PRICE WORK
 BID SCHEDULE
 CITY OF KILLEEN, TEXAS
 Wolf Ditch Drainage Improvement Project**

BIDDER proposes to complete all work described in the Contract Documents in accordance with the following Bid Schedule:

Item No.	Estimated Quantity	Unit	Description of Items with Bid Prices Written In Words	Unit Price	Total Amount
GENERAL					
1.	1	Lump Sum	Mobilization.	\$ <u>25,000</u>	\$ <u>25,000</u>
2.	1	Lump Sum	Payment and Performance Bonds.	\$ <u>5,000</u>	\$ <u>5,000</u>
3.	1	Lump Sum	Traffic Control Plan implementation.	\$ <u>6,000</u>	\$ <u>6,000</u>
4.	1	Lump Sum	Site Preparation.	\$ <u>8,750</u>	\$ <u>8,750</u>
5.	191	Linear Feet	Trench Safety Plan and implementation.	\$ <u>10</u>	\$ <u>1,910</u>
6.	1	Each	City Project Sign.	\$ <u>900</u>	\$ <u>900</u>
7.	1	Each	Brace existing utility pole during excavation.	\$ <u>2,875</u>	\$ <u>2,875</u>
8.	20	Linear Feet	Remove and replace 6' chain-link fence.	\$ <u>30</u>	\$ <u>600</u>
9.	140	Linear Feet	Remove and replace 6' wooden privacy fence.	\$ <u>50</u>	\$ <u>7,000</u>
10.	1	Each	Remove and replace brick mailbox	\$ <u>3,000</u>	\$ <u>3,000</u>
11.	1	Lump Sum	Relocate 1 sanitary sewer service with pipe size to match existing pipe diameter, cleanouts, & fittings as necessary to avoid proposed storm drain pipe	\$ <u>8,700</u>	\$ <u>8,700</u>
12.	1	Lump Sum	Relocate 1 domestic water service with pipe size to match existing pipe diameter, adapters, & fittings as necessary to avoid proposed storm drain pipe	\$ <u>6,000</u>	\$ <u>6,000</u>
ROADWAY					
13.	19	Square Yards	Sawcut asphalt, furnish, and install standard 6-foot concrete valley gutter.	\$ <u>415</u>	\$ <u>7,885</u>

Bid No. 22-06

14.	12	Square Yards	Remove existing 4-foot concrete valley gutter.	\$ <u>65</u>	\$ <u>780</u>
15.	19	Square Yards	Furnish and install flexbase.	\$ <u>30</u>	\$ <u>570</u>
16.	5	Square Yards	Remove and replace concrete sidewalk.	\$ <u>150</u>	\$ <u>750</u>
17.	81	Linear Feet	Remove and replace concrete curb and gutter.	\$ <u>35</u>	\$ <u>2,835</u>
18.	15	Square Yards	Remove and replace concrete driveway.	\$ <u>150</u>	\$ <u>2,250</u>
DRAINAGE					
19.	1	Each	Remove existing curb inlet.	\$ <u>2,000</u>	\$ <u>2,000</u>
20.	3	Each	Furnish and install 10' curb inlet (Type S-1 and Type G-1).	\$ <u>15,000</u>	\$ <u>45,000</u>
21.	134	Linear Feet	Remove existing 18" RC storm drain pipe.	\$ <u>35</u>	\$ <u>4,690</u>
22.	322	Linear Feet	Furnish and install 24" RC pipe, CL III.	\$ <u>105</u>	\$ <u>33,810</u>
23.	1	Each	Remove existing concrete headwall for 18" RCP, furnish and install concrete headwall, CH-PW-0.	\$ <u>4,000</u>	\$ <u>4,000</u>
24.	16	Square Yards	Remove and replace concrete riprap.	\$ <u>100</u>	\$ <u>1,600</u>
EROSION CONTROL					
25.	314	Square Yards	Furnish and install sod or hydromulch seeding to re-establish vegetation.	\$ <u>10</u>	\$ <u>3,140</u>
26.	314	Square Yards	Furnish and install topsoil (4").	\$ <u>6</u>	\$ <u>1,884</u>
27.	3	Each	Furnish, install, and remove curb inlet protection.	\$ <u>850</u>	\$ <u>2,550</u>
28.	20	Linear Feet	Furnish, install, and remove temporary rock filter berm.	\$ <u>100</u>	\$ <u>2,000</u>
29.	140	Linear Feet	Furnish, install, and remove silt fence.	\$ <u>100</u>	\$ <u>1,400</u>
Total Base Bid					\$ <u>192,879.00</u>

Bid No. 22-06

TOTAL PRICE BASE BID IN WORDS FOR THIS CONTRACT IS:

One Hundred Ninety-Two Thousand Eight Hundred Seventy-Nine

_____ DOLLARS AND No CENTS

J.B. & Co. LLC

CONTRACTOR



SIGNATURE

Joel Brown, Manager

NAME AND TITLE

2626 Cole Ave. Suite #300
Dallas, TX 75204

ADDRESS

972-515-3646

TELEPHONE NUMBER

Seal and Authorization
(if a Corporation)

ATTEST:



SECRETARY

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,
J.B. & Co. LLC
 as Principal, and firmly bound unto City of Killeen
 as owner in the sum of
 \$ 5% of Greatest Amount Bid as the proper measure of liquidated damages for the
 payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs,
 executors, administrators, successors and assigns.

Signed this 7th day of February, 2022.

The condition of the above obligation is such that whereas the Principal has submitted to The City of Killeen a certain bid, attached hereto and hereby made a part hereof to enter into a contract in writing, for the Wolf Ditch Drainage Improvement Project

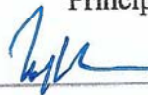
Now, Therefore,

- (a) If said Bid shall be rejected, or in the alternate,
- (b) If said Bid shall be accepted and the Principal shall be accepted and the Principal shall execute and deliver a contract in the Form of contract attached hereto (Properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid,

Then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any breach of condition hereunder shall be in the face amount of this bond and forfeited as a proper measure of liquidated damages. The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year set forth above.

J.B. & Co. LLC (L.S.)
 Principal



Great American Insurance Company
 Surety

By: 

SEAL

STATEMENT OF QUALIFICATIONS

ABLE 1 – GENERAL INFORMATION			
A. COMPANY DATA			
Organization Doing Business:	J.B. & Co. LLC		
Business Address:	2626 Cole Ave. Suite #300		
	Dallas, TX 75204		
Telephone Number:	972-515-3646		
Fax Number:			
Form of Business:	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Partnership	<input type="checkbox"/> Individual
			<input type="checkbox"/> Joint Venture
IF A CORPORATION			
Date of Incorporation:	11/19/2015 (We are a LLC filing as an S-Corp)		
State Incorporated:	Texas		
President's Name:	Joel Brown		
Vice President's Name:	Joel Brown		
IF A PARTNERSHIP			
Date of Organization:			
Type	<input type="checkbox"/> General	<input type="checkbox"/> Limited	
IF AN INDIVIDUAL			
Name:			
Business Address:			
IF A JOINT VENTURE			
Name of Manager:			
Name of Firm:			
Name of Individual Companies:			
B. BUSINESS INFORMATION			
Current Number of Full Time Employees:	6	Past Year's Revenues:	\$12,400,000
Average Number of Projects Annually:	15	Average Construction Cost of Project:	\$1,750,000
C. DIVISION OF WORK BETWEEN CONTRACTOR AND SUBCONTRACTORS			
1. List work that will be provided by Offeror (Prime Contractor) using its own resources.			
G&A Oversight SWPPP Demolition Concrete			
2. List work that will be provided by Subcontractors on this project.			
Utilities Concrete Landscaping			

TABLE 2 – CONSTRUCTION EXPERIENCE			
1. Years of experience on similar drainage and utility projects: 6 as J.B. & Co. LLC, 12+ for owner, 25+ for PM			
As a General Contractor:	20+	Number of Total Projects:	Dozens
2. Number of similar drainage and utility projects completed in the past five (5) years?			10+
3. Has this or a predecessor company ever defaulted on a project or failed to complete work awarded to it?			No
4. Has this or a predecessor company ever been released from a bid or proposal in the past ten (10) years?			No
5. Has this or a predecessor company ever been disqualified as a bidder or offeror on any project within the last five (5) years?			No
6. Is offering company currently involved in any litigation or contemplating any litigation?			No
7. Has this or a predecessor company ever refused to construct or refused to provide materials defined in the Contract Documents on a project?			No
8. Are there any liens currently filed against the offeror by either subcontractor or material suppliers on previous projects?			No

TABLE 3 – PROPOSED KEY PERSONNEL	
PROJECT MANAGER	
Name of Project Manager	Alex Zetusky
Years of Experience as PM	25+
Number of Similar Projects as PM with this company	4
Number of Similar Projects with other companies (PM)	dozens
Current Assignments	Killeen Samoan Congregational Church, Copperas Cove ISD Utility and Drainage
% of time dedicated to this project	25%
Reference Project	
Project Name: Samoan Congregational Christian Church	Reference Name: Sivia
Title: Board Member	Organization: Church
Telephone Number: 512-930-6208	Email: ssasa@machaikfl.com
PROJECT SUPERINTENDENT	
Name of Superintendent	Alex Zetusky (as small as this project is we believe one person can easily manage)
Years of Experience as Superintendent	25+
Number of Similar Projects as Super with this company	See above
Number of Similar Project with other companies (Super)	See above
Current Assignments	See above
% of time dedicated to this project	See above
Reference Project	
Project Name: Martin Walker ES & HS Drainage Improvements	Reference Name: Rick Kirkpatrick
Title: Deputy Superintendent Operations and Support	Organization: Copperas Cove ISD
Telephone Number: (254) 547-1227	Email: kirkpatrickr@ccisd.com

TABLE 4 – SIMILAR PROJECTS COMPLETED WITHIN LAST 5 YEARS				
REFERENCE PROJECT 1				
Project Description				
Park expansions with new restroom, sewer lines, new storm drain lines and manhole, solar light removal and replacement, new parking lot lighting, new parking lot, pedestrian crossings, irrigation system, landscaping, sodding, erosion control				
Owner	Project Name	Contract Amount	Date Completed	% Change Orders
Flower Mound	Hound Mound Park	\$678,737.60	01/22	10%
Owner's Reference Information				
Name	Title	Organization	Telephone	E-Mail
David Bauer	PM	Town	972 874-6308	david.bauer@flower-mound.com
Engineer's Reference Information				
Name	Title	Company	Telephone	E-Mail
Clint Wofford	RLA	Parkhill	817-633-0444	cwofford@parkhill.com
REFERENCE PROJECT 2				
Project Description				
Storm utilities, Replaced Spillway and overflow, rip rap, landscaping, irrigation, trees and sidewalks				
Owner	Project Name	Contract Amount	Date Completed	% Change Orders
City of Plano	Stoney Hollow Park Improvements	\$662,550.15	05/20	0%
Owner's Reference Information				
Name	Title	Organization	Telephone	E-Mail
Lance Knox	Parks Construction Super	City of Plano	972-461-7182	lknox@plano.gov
Engineer's Reference Information				
Name	Title	Company	Telephone	E-Mail
Geoffrey Hall	RLA	Pacheco Koch	972-235-3031	ghall@pkce.com
REFERENCE PROJECT 3				
Project Description				
Pedestrian crossing between Legacy East & West over DNT with street lighting, paver stones bicycle path, signage, landscaping, shade rest covers, decorative guardrail and lighting, new storm drainage, boring under toll road and water line reroute				
Owner	Project Name	Contract Amount	Date Completed	% Change Orders
TXDOT	Legacy Dr. at DNT Crossing	\$1,205,386.50	01/20	0%
Owner's Reference Information				
Name	Title	Organization	Telephone	E-Mail
Tim Bennett	P.E	City of Plano	972-941-5345	timbe@plano.gov
Engineer's Reference Information				
Name	Title	Company	Telephone	E-Mail
John Fielder	Engineer	Kimley Horn	817-937-9750	john.fielder@kimley-horn.com

TABLE 5 – SUBCONTRACTORS AND SUPPLIERS		
PROJECT SPECIFIC SUBCONTRACTORS (greater than 10% of work)		
Name	Work to be Provided	% of Contract
Yoko Excavating, LLC	Utilities & Some Concrete	80%
Provide a list of major equipment or material suppliers for use on project.		
Supplier Name	Material or Equipment Supplied	
TBD	RCP, PVC, Concrete	

Statement of Qualifications

AFFIDAVIT


State Texas

County of Dallas

Joel Brown, being duly sworn deposes and attests that he/she is
(name)


Manager and is a duly authorized representative of the Offeror
(title)

submitting the foregoing Statement of Qualifications and related information, that he/she has read such documents, that he/she is authorized to submit such information on behalf of the Offeror, and that such documents are true and correct and contain no factual errors or material misrepresentations.

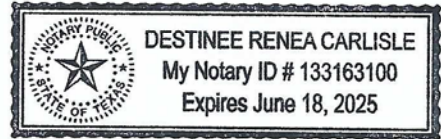


Signature

Signed and sworn to me before this 07 day of February, 2022.



Notary Public



My Commission expires: June 18 2025

Statement of Qualifications

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

J.B. & Co. LLC

2 Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

City of Killeen TX

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No


B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

None

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

 Signature of vendor doing business with the governmental entity

02/07/22
 Date

CERTIFICATE OF COPORATE RESOLUTION

I, Joel Brown, Secretary, hereby certify as follows:

1. I am the duly elected, qualified and acting Secretary of J.B. & Co. LLC a Limited Liability Company (LLC) corporation, (the "Corporation").
2. The Corporation is duly incorporated, legally existing and in good standing under the laws of the State of Texas, and is duly qualified to transact business and to own, operate and develop its properties in the State of Texas.
3. Attached hereto and made a part hereof is a true and complete copy of the resolution duly and legally adopted on 01/04/2016 by the Board of Directors of the Corporation in accordance with the By-laws of the Corporation and applicable law. Such resolutions have been duly entered in the minutes of such meeting in the minute book of the corporation and have not been rescinded or modified in any respect and are presently in full force and effect.
4. The following persons are duly elected, qualified and acting officers of the corporation and hold respective offices set opposite their names:

Joel Brown: President

Joel Brown: Vice President

Joel Brown: Secretary

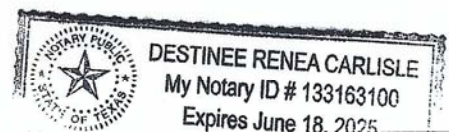
TO CERTIFY WHICH I have executed this certificate this 07 day of Feb, 2022.

[Signature]
Secretary

STATE OF TX
COUNTY OF Dallas

This instrument was acknowledged before me on the 07th day of February, 2022 by Joel Brown, Secretary, of J.B. & Co. LLC, a corporation, on behalf of said Corporation.

[Signature]
Notary Public, State of Texas
Name: Destinee Carlisle
My commission expires June 18 2025



CORPORATE AUTHORIZATION RESOLUTION

By:
J.B. & Co. LLC

Referred to in this document as "Financial Institution"

Referred to in this document as "Corporation"

I, Joel Brown, _____, certify that I am Secretary (clerk) of the above named corporation organized under the laws of Texas, Federal Employer I.D. Number EIN: 47-5605397, engaged in business under the trade name of _____, and that the resolutions on this document are a correct copy of the resolutions adopted at a meeting of the Board of Directors of the Corporation duly and properly called and held on 01.04.2016 (date). These resolutions appear in the minutes of this meeting and have not been rescinded or modified.

AGENTS Any Agent listed below, subject to any written limitations, is authorized to exercise the powers granted as indicated below:

Name and Title or Position	Signature	Facsimile Signature (if used)
A. <u>Joel Brown, Manager</u>	X 	X <u>Joel Brown</u>
B. _____	X _____	X _____
C. _____	X _____	X _____
D. _____	X _____	X _____
E. _____	X _____	X _____
F. _____	X _____	X _____

POWERS GRANTED (Attach one or more Agents to each power by placing the letter corresponding to their name in the area before each power. Following each power indicate the number of Agent signatures required to exercise the power.)

Indicate A, B, C, D, E, and/or F	Description of Power	Indicate number of signatures required
X _____	(1) Exercise all of the powers listed in this resolution.	_____
X _____	(2) Open any deposit or share account(s) in the name of the Corporation.	_____
X _____	(3) Endorse checks and orders for the payment of money or otherwise withdraw or transfer funds on deposit with this Financial Institution.	_____
X _____	(4) Borrow money on behalf and in the name of the Corporation, sign, execute and deliver promissory notes or other evidences of indebtedness.	_____
X _____	(5) Endorse, assign, transfer, mortgage or pledge bills receivable, warehouse receipts, bills of lading, stocks, bonds, real estate or other property now owned or hereafter owned or acquired by the Corporation as security for sums borrowed, and to discount the same, unconditionally guarantee payment of all bills received, negotiated or discounted and to waive demand, presentment, protest, notice of protest and notice of non-payment.	_____
X _____	(6) Enter into a written lease for the purpose of renting, maintaining, accessing and terminating a Safe Deposit Box in this Financial Institution.	_____
X _____	(7) Other <u>Authorized Signature for all Resolutions</u>	_____

LIMITATIONS ON POWERS The following are the Corporation's express limitations on the powers granted under this resolution.

None

EFFECT ON PREVIOUS RESOLUTIONS This resolution supersedes resolution dated _____, if not completed, all resolutions remain in effect.

CERTIFICATION OF AUTHORITY

I further certify that the Board of Directors of the Corporation has, and at the time of adoption of this resolution had, full power and lawful authority to adopt the resolutions on page 2 and to confer the powers granted above to the persons named who have full power and lawful authority to exercise the same. (Apply seal below where appropriate.)

If checked, the Corporation is a non-profit corporation.

In Witness Whereof, I have subscribed my name to this document and affixed the seal of the Corporation on 02/07/2022 (date).

Joel Brown
Attest by One Other Officer

Secretary

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

(Instructions for completing and filing this form are provided on the next page.)

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

OFFICE USE ONLY

This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.

Date Received

1 Name of Local Government Officer

City of Killeen

2 Office Held

3 Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code

4 Description of the nature and extent of each employment or other business relationship and each family relationship with vendor named in item 3.

5 List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds \$100 during the 12-month period described by Section 176.003(a)(2)(B).

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

(attach additional forms as necessary)

6 SIGNATURE

I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.

Signature of Local Government Officer

Please complete either option below:

(1) Affidavit

NOTARY STAMP / SEAL

Sworn to and subscribed before me by _____ this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

Signature of officer administering oath

Printed name of officer administering oath

Title of officer administering oath

OR

(2) Unsworn Declaration

My name is Joel Brown, and my date of birth is _____.

My address is _____, _____, _____, _____, USA.
(street) (city) (state) (zip code) (country)

Executed in _____ County, State of _____, on the _____ day of _____, 20_____.
(month) (year)

Signature of Local Government Officer (Declarant)



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.

Joel Brown
Signature

Joel Brown
Printed Name

02/18/2022
Date

J.B. & Co. LLC
Company Name

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.

J.B. & Co. LLC
Dallas, TX United States

Certificate Number:
2022-852467

Date Filed:
02/18/2022

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.

Bid #22-06
Wolf Ditch Drainage Improvement Project

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 Joel Brown, and my date of birth is _____.

My address is 2626 Cole Ave. Suite #300, Dallas, TX, 75204, USA.
(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 TX, on the 18th day of February, 2022.
(month) (year)

Joel Brown
Signature of authorized agent of contracting business entity
(Declarant)



**WOLF DITCH
DRAINAGE IMPROVEMENT PROJECT
AWARD FOR CONSTRUCTION
J.B. & CO. LLC.**

RS-22-037

March 15, 2022

Background and Findings

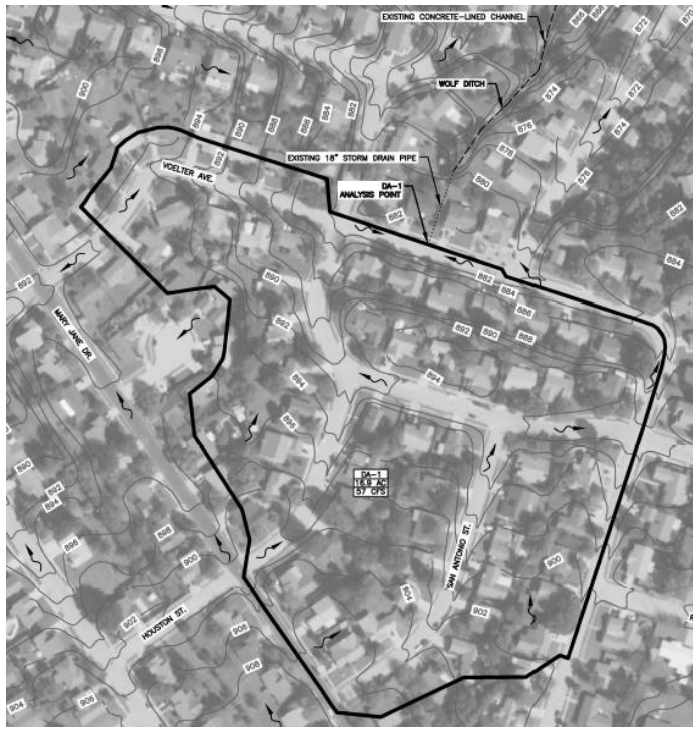
- The purpose is to alleviate drainage issues and flooding concerns in areas located adjacent to Wolf Ditch.
- Drainage analysis & hydraulic assessment concluded that new drainage infrastructure is warranted along Voelter Avenue.
- Project includes approximately 322 linear feet of 24-inch reinforced concrete pipe storm sewer pipe with curb inlets to be constructed along Voelter Avenue.
- Jones-Heroy & Associates, Inc. provided professional services for design and bids.

Background and Findings

3

- Bids were opened and read aloud on January 24th,2022
- Four (4) bids were received for this project:

J.B. & Co. LLC	\$ 205,479.00
TCB Construction, Inc.	\$ 296,629.00
Mike Larsen Company	\$ 345,012.00
Terra Path, Inc.	\$ 368,000.00
- Funds are available in Account 576-9591-495.63-26 (\$221,250).



4

Skyline Terrace Subdivision Drainage Map – Site Location

Alternatives

5

- Award a construction contract for Bid 22-06 to J.B. & Co. LLC, for the construction of Wolf Ditch Drainage project in the amount of \$205,479.00.
- Do not move forward with The Wolf Ditch Drainage Improvement project at this time and reject bids.

Recommendation

6

- Staff recommends that the City Council authorize the City Manager to enter into a contract with J.B. & Co. LLC, for the construction of Wolf Ditch Drainage project for \$205,479.00.



City of Killeen

Legislation Details

File #: RS-22-038 **Version:** 1 **Name:** SCADA UPGRADE
Type: Resolution **Status:** Resolutions
File created: 2/18/2022 **In control:** City Council Workshop
On agenda: 3/15/2022 **Final action:**

Title: Consider a memorandum/resolution authorizing a Professional Services Agreement with Control Panels USA, Inc. for programming and configuration services, and the purchase of a Wireless Broadband Communications System from Iteris, Inc. for the SCADA Upgrade Project in the combined amount of \$261,206.

Sponsors: Water & Sewer

Indexes: SCADA Upgrade Project

Code sections:

Attachments: [Staff Report](#)
[Quote](#)
[Proposal](#)
[Agreement](#)
[Certificate of Interested Parties](#)
[Presentation](#)

Date	Ver.	Action By	Action	Result
------	------	-----------	--------	--------



STAFF REPORT

DATE: March 15, 2022

TO: Kent Cagle, City Manager

FROM: Jeffery Reynolds, Executive Director of Public Works

SUBJECT: Authorize the execution of a Professional Services Agreement with Control Panels USA, Inc. for programming and configuration services, and the purchase of a Wireless Broadband Communications System from Iteris, Inc. for the SCADA Upgrade Project in the combined amount of \$261,206

BACKGROUND AND FINDINGS:

The FY 2022 CIP budget includes a Supervisory Control and Data Acquisition (SCADA) Upgrade Project. This upgrade project consists of conversion to a wireless broadband communications system for all 30 remote SCADA sites, virtual private network (VPN) access, software to dispatch SCADA alarms to standby personnel and reporting software to better assist operators in creating regulatory reports. These software and hardware items are necessary to afford the standby personnel the ability to access SCADA and receive alarms remotely. This project will provide personnel with security surveillance, real-time data, and the ability to respond to emergencies at our remote sites. It will eliminate the need for 24/7 SCADA monitoring by personnel; therefore, night shift employees will be moved to day shift resulting in more efficient operations and increased productivity.

City staff has negotiated a professional services agreement (PSA) with Control Panels USA (CP USA), Inc. for installation, programming, configuration, and verification necessary for the SCADA Upgrade Project in an amount of \$185,000. CP USA has extensive experience in SCADA technology and has handled all of the City's Water and Sewer SCADA development in the past.

City staff received BuyBoard quote #608-20 from Iteris, Inc. in the amount of \$76,206 for the necessary equipment: radios, mounts, and antennas, to build a citywide wireless broadband communications system. This equipment will ensure that all 30 remote SCADA sites will be able to reliably communicate with the SCADA control room remotely. Iteris, Inc. has been utilized by the Transportation Division for a similar communication system in the Traffic Management Center.

THE ALTERNATIVES CONSIDERED:

- (1) Delay the SCADA Upgrade Project.
- (2) Authorize the award of a PSA with CP USA and the purchase of a citywide wireless broadband communications system from Iteris for the SCADA Upgrade Project.

Which alternative is recommended? Why?

Alternative two (2) is recommended due to City staff's belief that CP USA has submitted a fair and reasonable proposal for its professional services and has provided services of great value to the City in previous projects. The BuyBoard purchase of the citywide wireless broadband communications system is recommended due to their successful work history with the City.

CONFORMITY TO CITY POLICY:

This item conforms to state and local policies. As outlined in Texas Local Government Code (TLGC) section 271.056, a contract for personal or professional services is exempt from advertising for competitive bids. Purchases made through a cooperative contract are exempt from the competitive bidding process as stated in TLGC section 271.102, subchapter F; 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 total expense is \$261,206 in FY 2022.

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 387-8934-493.61-40.

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:

Authorize the City Manager or designee to execute a PSA with Control Panels USA, Inc. in the amount of \$185,000 and authorize the purchase of a wireless broadband communications system from Iteris, Inc. in the amount of \$76,206 for the SCADA Upgrade Project and furthermore, 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

IT

Finance

Legal

ATTACHED SUPPORTING DOCUMENTS:

Quote

Proposal

Agreement

Certificate of Interested Parties



JOHN DRAKE
 1700 Carnegie Ave. Suite 100
 Santa Ana, CA 92705-5551
 Phone: (512)592-9567
 email: jgd@iteris.com, web site: www.iteris.com

EQUIPMENT QUOTE
 Quote #: 021122-2-JGD

Iteris, Inc. 1700 Carnegie Ave, Suite 100, Santa Ana, CA 92705-5551	
---	--

Agency: KILLEEN, TX
 Project Name: RADIOS BUY BOARD 608-20

February 11, 2022

ITEM #	DESCRIPTION	NOTES	QTY	BUY BOARD CATALOG PRICE	DISCOUNTED PRICE	EXT. PRICE
Masters						
VP-58AC-TP-V2-KIT	5 GHZ 802.11AC 300MB MIMO TWISTPORT RADIO KIT-VERSION 2	BUY BOARD 608-20	14	\$1,375.00	\$1,237.50	\$17,325.00
AH-TP-5-90	5.8GHZ 16DB 90 DEG DUAL POL TWIST PORT HORN SECTOR W/MOUNT	BUY BOARD 608-20	14	\$554.00	\$498.60	\$6,980.40
Remotes						
VP-58AC-TP-KIT	5 GHZ 802.11AC 300MB MIMO TWISTPORT RADIO KIT	BUY BOARD 608-20	26	\$1,306.00	\$1,175.40	\$30,560.40
AT-ULD5-400	5.8 GHZ 24DB 400 MM DUAL POL TWIST PORT DISH ANTENNA W/ MOUNT	BUY BOARD 608-20	26	\$195.00	\$175.50	\$4,563.00
Back Haul						
VP-58AC-TP-KIT	5 GHZ 802.11AC 300MB MIMO TWISTPORT RADIO KIT	BUY BOARD 608-20	8	\$1,306.00	\$1,175.40	\$9,403.20
AT-ULD5-400	5.8 GHZ 24DB 400 MM DUAL POL TWIST PORT DISH ANTENNA W/ MOUNT	BUY BOARD 608-20	8	\$195.00	\$175.50	\$1,404.00
CNGE8MS/DIN	10/100/1000TX Switch - 8 Port All Copper - Non-Hardened Power Supply included	BUY BOARD 608-20	6	\$1,200.00	\$995.00	\$5,970.00
Fax or email Purchase Orders to: Marilyn Holden, (949) 270-9441, RS-Sales-Support@iteris.com, please include quote number on your purchase order				SUBTOTAL		\$76,206.00
Quote Terms: Net 30 days, subject to credit approval and Iteris Standard Terms & Conditions unless negotiated in writing with Iteris, Inc. prior to purchase.				FREIGHT TAX		PPD 0.00%
Prices are valid for 30 days from the date of quote unless extended in writing.				DISCOUNT		0.00%
FOB Destination, freight included, does not include insurance. Equipment from this quote may only be installed in the State of Texas.				TOTAL		\$76,206.00
This quotation and any resulting order are subject to Iteris' Roadway Sensor Products Standard Terms and Conditions of Sale attached hereto or available at http://www.iteris.com/RS-Std-TC.pdf , which are incorporated herein by this reference.						

GREATER THAN STANDARD DISCOUNT APPLIED TO SOME ITEMS.



Control Panels USA Inc.

“Quality panels that exceed customer expectations.”

Proposal

February 8, 2022

Alexander Tucker
Water & Sewer Dept.
City of Killeen, TX
254-501-6306
Atucker@killeentexas.gov

RE: Proposal #21-3127 -SCADA System Upgrade Phase 2

Dear Alex,

Per our previous conversations I am submitting this letter as a proposal to provide the following services for the above referenced project.

Proposal Basis

This Proposal is based on the following information:

- Email conversation with Alex Tucker on 3/24/21
- Emailed budgetary proposal dated March 26, 2020

WIN-911 Alarm Notification Software Services

- One lot of install, configure, and commission WIN-911 Interactive Software integrated with the existing Wonderware InTouch 2014R2. **(All Software to be supplied by City)**
 - One lot of Onsite Software Training by CP USA
- (Note: The City is responsible for the VOIP/SIP phone service, the budgetary cost is normally around \$100.00 a year.)*

Dream Report Industrial Reporting Services

- One lot of install, configure, and commission to the existing Wonderware Historian Server with Dream Report software. **(All Software to be supplied by City)**
- One lot of design of the Dream Report Software User Interface and training to the City personnel.
- One lot of install and verification services of PLC software: Rockwell Software RSLogix500 and Rockwell Software Studio Designer 5000. **(All Software to be supplied by City)**

Citywide Radio System Upgrade Services

The new SCADA System architecture will have Kronos Wireless Radio's that the city currently uses for their traffic control system. **(Note: City to provide Radio Hardware, Antenna, Antenna Cabling, Antenna Mount and configuration software.)**

- One lot of installation, configuration, and verification of the 25 new cellular transceivers
- One lot of programming and configuration of existing local PLC systems
- One lot of programming and configuration of existing SCADA system

- One lot of antenna and cabling inspection at each of the 30 sites. City to be notified of any issues as result of site inspection. No contingency funds has been included in this Proposal to cover discrepancies.

Pricing

DESCRIPTION	QTY	UNIT PRICE	EXTENDED PRICE	LEAD TIME
WIN-911 Alarm Notification Software Services	1	Lump Sum	\$47,000.00	3-4 weeks ARO
Dream Report Industrial Reporting Services	1	Lump Sum	\$19,000.00	3-4 weeks ARO
Citywide Radio System Upgrade Services	1	Lump Sum	\$119,000.00	4-6 weeks ARO
Grand Total			\$185,000.00	

Note: Lead Time begins after receipt of all owner provided materials.

Proposed Invoicing Schedule

- **100% to be invoiced upon completion of each scope of service described above**

Warranty

CP USA has included a 1-year warranty on all equipment & workmanship supplied and installed by CP USA.

Warranty effectively begins on the date product ships from CP USA.

Clarifications

The following are clarifications, exceptions, and/or or assumptions made by Control Panels USA:

- All panel related equipment items listed above are for reference only to help indicate that CP USA fully understands the scope of work. However additional equipment may be included, while some listed items may not be provided based on a more detailed review of any contract drawings, specifications, or requirements to meet intended scope of work.
- CP USA has not included any other major equipment, panels, instruments, or services unless specifically called-out above
- No submittals, as-builts or O&M manuals are included in this Proposal
- Installation of all equipment, instrumentation, and panels shall be by others unless specifically called out above
- All conduit and wire shall be provided and installed by others
- CP USA shall terminate and label all wires within any CP USA provided panels or instrumentation only
- CP USA has not included time to trace wires pulled by others; electrical contractors shall be expected to provide temporary labels on all wires on both ends

- All field wiring shall be provided and terminated by others
- All stands, brackets, as well as instruments shall be mounted by others, but as directed by CP USA to minimize all tubing runs and to ensure all equipment is mounted as required for intended application and performance
- CP USA has not included any fiber optic cable, patch panels, termination of fiber, or testing of fiber
- Any required demolition, or relocation of equipment or instrumentation to be by others
- Pricing does not include any permits, bonds, or taxes of any kind
- All items are FOB at CP USA facility in Austin, Texas
- CP USA does not accept any pay when get paid contracts or clauses. All invoices are due Net 30.
- Any withheld retainage shall be paid upon full completion of CP USA's scope of work and acceptance by Owner. CP USA will not accept any payment of retainage contracts or clauses based upon when General Contractor or other Contractors scope of work is complete and accepted by Owner.
- Should the need arise to cancel an order after receipt of a Purchase Order, CP USA will be entitled to compensation for all work performed, as well as any non-returnable equipment, including overhead and markup, prior to cancelation of order
- This proposal is considered Confidential & Proprietary information of Control Panels USA Inc. It shall only be used by client for consideration of this project. Disclosure to other parties outside of client is prohibited without express written consent by Control Panels USA Inc.

Control Panels USA appreciates the opportunity to provide this control solutions proposal to you. After reviewing please feel free to contact us with questions, comments, or requests for clarification.

Regards,

Danny Burkhalter
Programmer
dburkhalter@controlpanelsusa.net
(512) 863-3224

Standard Terms and Conditions

This proposal is valid for 90 days. All items are FOB at CP USA facility located in Austin, Texas, unless shown otherwise above. Any applicable taxes shall be added to invoice. Payment terms are Net 30 days from invoice date unless otherwise indicated above. A late fee will be applied at a rate of 1.5% per month for all overdue payments. The receipt of a purchase order for the above proposal indicates your agreement to these terms. No changes to the above terms can be made without mutual consent in writing.

LETTER OF AGREEMENT

This is a Letter of Agreement (“Agreement”) between the City of Killeen (referred to herein as “City”) and Control Panels USA Inc. (referred to herein as “Contractor”), collectively the “Parties”. This Agreement is made this ___ day of _____ 2022. Date

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

Scope of Agreement. The purpose of this Agreement is to enlist the services of Contractor to: Install, configure, and commission WIN-911 Alarm Notification software services, Dream Report Industrial Reporting services, and citywide wireless broadband communication system upgrade services as outlined in the attached quote (the “Project”).

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

Consideration. Contractor agrees to provide the services stated above:

___ at the rate of \$ _____ per hour; or

X for the unit costs in the attached quote not to exceed \$185,000.

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

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

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

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

Worker’s Compensation	Statutory
Automobile Liability	\$500,000 Combined single Limit for each accident (Bodily injury and property damage).

General Liability

\$1,000,000 each occurrence (Bodily injury and property damage).

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

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

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

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

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

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

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

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

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

By signing this contract, Contractor 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.

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

Date

City

Contractor *Control Panels USA Inc.*

Kent Cagle, City Manager hcc
City of Killeen

Brian Wetherholt
Printed: Brian Wetherholt
Title: Vice President

Sign Here

Initial Here



Control Panels USA Inc.

"Quality panels that exceed customer expectations."

Proposal

February 8, 2022

Alexander Tucker
Water & Sewer Dept.
City of Killeen, TX
254-501-6306
Atucker@killeentexas.gov

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 (512) 863-3224

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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

Brian Wetherholt

Printed Name

2/17/2022

Date

Control Panels USA Inc

Company Name

Vice President

Title



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Signature

FIDEL GARZA
Printed Name

2/18/2022
Date

ITERIS, INC
Company Name

SALES
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:
2022-851862

Date Filed:
02/17/2022

Date Acknowledged:

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

Control Panels USA Inc
Austin, 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.

WIN-911 Alarm Notification

Install, configure and commission WIN-911 Alarm Notification software services and communication system upgrade services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Morgan, David	Austin, TX United States	X	
	Wetherholt, Brian	Austin, TX United States	X	
	Salyer, Martin	Austin, TX United States	X	

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is Brian Wetherholt, and my date of birth is 10-03-1978.

My address is 3807 Hillbrook Dr, Austin, TX, 78731, USA.
(street) (city) (state) (zip code) (country)

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

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



Signature of authorized agent of contracting business entity
(Declarant)

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.
Iteris, Inc
Austin, TX United States

Certificate Number:
2022-852214

Date Filed:
02/18/2022

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

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.
608-20
Traffic Signal Communication Equipment

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Garza, Fidel	Austin, TX United States	X	X

5 Check only if there is NO Interested Party.


6 UNSWORN DECLARATION

My name is FIDEL GARZA, and my date of birth is 10/14/1959.

My address is 15106 LARIAT TRAIL, Austin, TX, 78734, Travis
(street) (city) (state) (zip code) (country)

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

Executed in TRAVIS County, State of TX, on the 18 day of FEB, 2022
(month) (year)


Signature of authorized agent of contracting business entity
(Declarant)



PROFESSIONAL SERVICES AGREEMENT
AND EQUIPMENT PURCHASE FOR
SCADA UPGRADE PROJECT

RS-22-038

March 15, 2022

Background and Findings

- Currently the Supervisory Control and Data Acquisition (SCADA) computer monitoring system requires around the clock manning, with staff working night shifts for continuous coverage.
- Upgrading the antiquated system will provide two main objectives:
 - Make it an autonomous system, enabling the four (4) after-hours positions to move back to standard day time shifts.
 - Assist in providing quality, consistent service to our every-growing City, as well as the ability to continue fulfilling the expanding rules and regulations of the Texas Commission of Environmental Quality (TCEQ) and Environmental Protection Agency (EPA).

Background and Findings Cont.

- The FY 2022 CIP budget includes a SCADA Upgrade Project which will provide security surveillance, real-time data, and the ability to respond to emergencies at remote sites.
- A proposal from Control Panels USA (CP USA) in an amount of \$185,000 was received for necessary services required to implement a wireless broadband communications system.
- A Buy Board quote in the amount of \$76,206 was received from Iteris, Inc. for the equipment necessary to build the system.

Alternatives

4

- Delay the SCADA Upgrade Project.
- Authorize the award of a PSA with CP USA and the purchase of a citywide wireless broadband communications system for the SCADA Upgrade Project.

Recommendation

- City Council authorize the City Manager, or designee, to execute a PSA with CP USA in the amount of \$185,000 and authorize the purchase a wireless broadband communications system from Iteris, Inc. in the amount of \$76,206 for the SCADA Upgrade Project and furthermore, 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

Legislation Details

File #: RS-22-039 **Version:** 1 **Name:** Award of Bid #22-13 Petroleum Products and DEF
Type: Resolution **Status:** Resolutions
File created: 2/18/2022 **In control:** City Council Workshop
On agenda: 3/15/2022 **Final action:**
Title: Consider a memorandum/resolution awarding Bid No. 22-13 to American Lube Supply for Petroleum Products and Diesel Exhaust Fluid in the amount of \$90,702.
Sponsors: Community Development Department, Fire Department, Finance Department, Police Department, Recreation Services Department, Public Works Department, Municipal Court Department
Indexes:
Code sections:
Attachments: [Staff Report](#)
[Bid Tab](#)
[Agreement](#)
[Certificate of Interested Parties](#)
[Presentation](#)

Date	Ver.	Action By	Action	Result
------	------	-----------	--------	--------



STAFF REPORT

DATE: March 15, 2022

TO: Kent Cagle, City Manager

FROM: Jonathan Locke, Executive Director of Finance

SUBJECT: Award of Bid #22-13 Petroleum Products and Diesel Exhaust Fluid to American Lube Supply

BACKGROUND AND FINDINGS:

On October 30, 2018, City Council awarded Bid #19-02 to American Lube Supply for petroleum products and Arnold Oil Company for diesel exhaust fluid (DEF). The initial agreements were for a term of one (1) year with the option to renew three (3) additional one (1) year terms. Fiscal Year 2022 would have been the fourth and final term of the agreement. During the renewal process, staff received notification from the vendors that petroleum products would increase 36% and DEF 35%. The bid document limited future price increases to 10% for each renewal term, so both items needed to be bid again. Petroleum products and DEF are being purchased from American Lube Supply and Arnold Oil Company until a new bid can be awarded.

On October 14, 2021, at 2:15 pm, two (2) bids for Bid #22-05, Petroleum Products and DEF, were opened and read aloud. This bid requested pricing on seventeen (17) of the most used petroleum and DEF products. After reviewing the two bids received and comparing them to then current pricing, staff recommended rejecting the bids due to an estimated overall increase of \$77,555. City Council approved the bid rejection December 7, 2021, and the products were then rebid.

On February 1, 2022, at 2:15 pm, two (2) bids for Bid #22-13, Petroleum Products and DEF, were opened and read aloud. After review of the two bids, American Lube Supply submitted the most cost-effective pricing resulting in an approximate \$47,335 lower bid than that received in October 2021. This bid results in an overall estimated decrease of \$6,728 compared to current February non-contract pricing.

Fleet Services utilizes petroleum products and DEF daily to service the City's fleet. The costs of each are charged to the departments as the products are used. In Fiscal Year 2021, the amount spent on petroleum products was \$49,298 and the amount spent on DEF was \$11,184 for a total of \$60,482. Utilizing the American Lube Supply bid pricing, petroleum products would now cost an estimated \$68,826 annually and DEF would cost an estimated \$21,876 annually for a total of \$90,702.

The recommended awarded bid per unit pricing is outlined below:

Product	Price
Engine Oil 15W40 Syn Blend Bulk	\$11.19/Gal.

Engine Oil 5W30 Full Syn Bulk	\$13.00/Gal.
Engine Oil 5W20 Syn Blend Bulk	\$13.38/Gal.
Engine Oil 0W20 Full Syn Bulk	\$16.88/Gal.
Engine Oil 15W40	\$3.97/Qt.
Mercon LV Full Syn ATF	\$4.77/Qt.
Dexron VI Full Syn ATF	\$4.77/Qt.
Transyn 668 ATF	\$34.49/Gal
Hydraulic Oil AW32 Bulk	\$8.66/Gal.
Hydraulic Oil AW68 Bulk	\$8.66/Gal.
Grease NLGI 2 Bulk 16 Gal. Keg	\$3.75/Lb.
Grease NLGI 2 Cartridge Tube	\$3.76/Tube
Diesel Exhaust Fluid Bulk	\$2.27/Gal.
Diesel Exhaust Fluid 2.5 Gal. Jug	\$3.80/Gal

Due to market volatility, the contract awarded under this bid is based upon unit pricing and would be for a term of six (6) months with the option to renew for five (5) additional six (6) month periods, making the total contract with renewal periods three (3) years. The aggregate unit price increase is limited to 10% for any contract period extension.

THE ALTERNATIVES CONSIDERED:

- 1.) Reject all bids and rebid petroleum products and DEF
- 2.) Award the lowest bid

Which alternative is recommended? Why?

The second alternative to award the lowest bid is recommended. The cost is less than the results of the first bid and what the City is currently paying.

CONFORMITY TO CITY POLICY:

This resolution conforms to City policies and Texas Local Government Code, Section 252.021.

FINANCIAL IMPACT:

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

The estimated amount to be spent in FY 2022 for fleet petroleum products and DEF is \$90,702. Petroleum products and DEF are an ongoing annual expense required for the City's fleet. Future expenditures should be comparable.

Is this a one-time or recurring expenditure?

The purchases will be recurring expenditures with fixed unit costs.

Is this expenditure budgeted?

Yes, in each department/division's 42-51 (on-road) and/or 42-33 (off-road) repairs and maintenance accounts.

If not, where will the money come from?

NA

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

Yes

RECOMMENDATION:

City Council authorize the award of Bid #22-13 for Petroleum Products and Diesel Exhaust Fluid to American Lube Supply in the amount of \$90,702 in FY 2022.

DEPARTMENTAL CLEARANCES:

Fleet Services
Purchasing
Finance
Legal

ATTACHED SUPPORTING DOCUMENTS:

Bid Tabulation
Agreement
Certificate of Interested Parties

Price Comparison

Original Bid October 14, 2021 - Sun Coast

February 2022 - Current Price

Re-Bid February 1, 2022 - Big Chief

Re-Bid February 1, 2022 - American Lube Sup

ITEM	DESCRIPTION	PRODUCT (OR EQUIVALENT TO)	ESTIMATED QUANTITY	Original Bid October 14, 2021 - Sun Coast		February 2022 - Current Price		Re-Bid February 1, 2022 - Big Chief		Re-Bid February 1, 2022 - American Lube Sup	
				BID PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	BID PRICE	EXTENDED PRICE	BID PRICE	EXTENDED PRICE
1	Engine Oil 15W-40 Bulk:	Shell Rotella T5 Synthetic Blend 15W-40 Meets or exceeds the requirements of: API CK-4, Cummins CES 20086, Ford WSS-M2C171-F1	2000 Gals.	Per Gal: \$ 17.00	\$ 34,000.00	Per Gal: \$ 11.19	\$ 22,380.00	Per Gal: \$ 15.85	\$ 31,700.00	Per Gal: \$ 11.19	\$ 22,380.00
2	Engine Oil 5W-30 Bulk:	Pennzoil Platinum Full Synthetic 5W-30 Meets or exceeds the requirements of: API SN, GM dexos 1 Gen2,	600 Gals.	Per Gal.: \$ 24.84	\$ 14,904.00	Per Gal.: \$ 13.00	\$ 7,800.00	Per Gal.: \$ 21.15	\$ 12,690.00	Per Gal.: \$ 13.00	\$ 7,800.00
3	Engine Oil 5W-20 Bulk :	Motorcraft Synthetic Blend 5W-20 Meets or exceeds the requirements of: Ford WSS-M2C960-A1, API SN Plus	85 Gals. 6 Gal. Box	Per Gal. \$ 26.47	\$ 2,249.95	Per Gal. \$ 18.80	\$ 1,598.00	Per Gal: \$ 18.89	\$ 1,605.65	Per Gal: \$ 13.38	\$ 1,137.30
4	Engine Oil 0W-20 Bulk :	Motorcraft Full Synthetic 0W-20 meets or exceeds the requirements of: Ford WSS-M2C947-B1, API SN	60 Gals. 6 Gal. Box	Per Gal: \$ 30.88	\$ 1,852.80	Per Gal: \$ 27.32	\$ 1,639.20	Per Gal: \$ 22.95	\$ 1,377.00	Per Gal: \$ 16.88	\$ 1,012.80
5	Engine Oil 15W-40 :	Motorcraft Super Duty Formula 15W-40 Meets or exceeds the requirements of: Ford WSS-M2C171-F1	180 Qts. 12 qts/case	Per Qt: \$ 7.54	\$ 1,357.20	Per Qt: \$ 4.59	\$ 826.20	Per Qt: \$ 4.95	\$ 891.00	Per Qt: \$ 3.97	\$ 714.60
6	Engine Oil 0W-40:	Pennzoil Ultra Platinum Synthetic 0W-40 Meets or exceeds the requirements of: Chrysler MS-12633, API SN	120 Qts. 12 qts/case	Per Qt: \$ - NO BID	\$ -	Per Qt: \$ 6.39	\$ 766.80	Per Qt: \$ 10.45	\$ 1,254.00	Per Qt: \$ - NO BID	\$ -
7	Transmission Fluid:	Motocraft Mercon V Full Synthetic ATF Manufacturer Part # XT-5-SQMC	60 Qts. 12 qts/case	Per Qt: \$ 7.17	\$ 430.20	Per Qt: \$ 4.58	\$ 274.80	Per Qt: \$ 8.24	\$ 494.40	Per Qt: \$ - NO BID	\$ -
8	Transmission Fluid:	Motocraft Mercon LV Full Synthetic ATF Manufacturer Part # XT-10-QLVC	150 Qts. 12 qts/case	Per Qt: \$ 7.17	\$ 1,075.50	Per Qt: \$ 6.27	\$ 940.50	Per Qt: \$ 8.24	\$ 1,236.00	Per Qt: \$ 4.77	\$ 715.50
9	Transmission Fluid:	AC Delco Dexron VI Full Synthetic ATF Manufacturer Part # 10-9243	240 Qts. 12 qts/case	Per Qt: \$ 8.01	\$ 1,922.40	Per Qt: \$ 6.77	\$ 1,624.80	Per Qt: \$ 8.24	\$ 1,977.60	Per Qt: \$ 4.77	\$ 1,144.80
10	Transmission Fluid:	Chevron Delo Syn ATF 668. Meets or exceeds the requirements of: Allison T6S-668	150 Gals. 1 Gal. Jugs	Per Gal: \$ 42.55	\$ 6,382.50	Per Gal: \$ 45.99	\$ 6,898.50	Per Gal: \$ 44.85	\$ 6,727.50	Per Gal: \$ 34.49	\$ 5,173.50
11	Hydraulic Oil Bulk:	Shell Tellus S2 MX 32 Hydraulic Fluid - AW32 Group II	2200 Gals.	Per Gal: \$ 16.75	\$ 36,850.00	Per Gal: \$ 8.48	\$ 18,656.00	Per Gal: \$ 13.25	\$ 29,150.00	Per Gal: \$ 8.66	\$ 19,052.00
12	Hydraulic Oil Bulk:	Shell Tellus S2 MX 68 Hydraulic Fluid - AW68 Group II	300 Gals.	Per Gal: \$ 14.24	\$ 4,272.00	Per Gal: \$ 12.10	\$ 3,630.00	Per Gal: \$ 13.25	\$ 3,975.00	Per Gal: \$ 8.66	\$ 2,598.00
13	Grease Bulk:	Chevron Delo Grease EP NLGI Grade 2	(3) 16 Gal Kegs - 120 lbs. each	Per lb: \$ 4.45	\$ 1,602.00	Per lb: \$ 3.75	\$ 1,350.00	Per lb: \$ 5.10	\$ 1,836.00	Per lb: \$ 3.75	\$ 1,350.00
14	Grease Tube:	Chevron Delo Grease EP NLGI Grade 2 14 oz tube	200 Tubes	Per 14oz Tube: \$ 4.72	\$ 944.00	Per 14oz Tube: \$ 3.76	\$ 752.00	Per 14oz Tube: \$ 3.75	\$ 750.00	Per 14oz Tube: \$ 3.76	\$ 752.00
15	Grease Tube:	ATCO Impact Extra Heavy Duty Non Melt Grease NLGI Grade 2.5 14oz tubes Manufacturer Product Code: 4179-C50	500 Tubes	Per 14oz Tube: NO BID		Per 14oz Tube: \$ 8.29	\$ 4,145.00	Per 14oz Tube: NO BID		Per 14oz Tube: \$ 9.99	\$ 4,995.00
16	Diesel Exhaust Fluid Bulk:	Diesel Exhaust Fluid - ISO 22241 Compliant/API Certified	8800 Gals.	Per Gal: \$ 3.13	\$ 27,544.00	Per Gal: \$ 2.53	\$ 22,264.00	Per Gal: \$ 2.95	\$ 25,960.00	Per Gal: \$ 2.27	\$ 19,976.00
17	Diesel Exhaust Fluid:	Diesel Exhaust Fluid - ISO 22241 Compliant/API Certified	500 Gals. (2.5 Gal. Jug Each)	Per Gal: \$ 5.30	\$ 2,650.00	Per Gal: \$ 4.15	\$ 2,075.00	Per Gal: \$ 4.95	\$ 2,475.00	Per Gal: \$ 3.80	\$ 1,900.00
				Petroleum Bid Total:	\$107,842.55	Petroleum Total	\$73,281.80	Petroleum Bid Total:	\$95,664.15	Petroleum Bid Total:	\$68,825.50
				DEF Bid Total:	\$30,194.00	DEF Total	\$24,339.00	DEF Total	\$28,435.00	DEF Total	\$21,876.00
				Combined Total	\$138,036.55	Combined Total	\$97,620.80	Combined Bid Total	\$124,099.15	Combined Bid Total	\$90,701.50
Overall Petroleum and DEF total using lowest bid and current lower cost products =											\$90,893.10
Overall cost/bid lower than current pricing by:											\$6,727.70

X STANDARD FORM OF AGREEMENT

STATE OF TEXAS
COUNTY OF BELL

THIS AGREEMENT is made and entered into this 1st day of April, 2022, by and between the City of Killeen, a municipal corporation, organized and existing under laws of the State of Texas, acting through its City Manager or other duly authorized designee, hereinafter referred to as the "Owner" and American Lube Supply Inc. of the City of San Antonio, TX, County of Bexar, and the State of Texas, hereinafter referred to as the "CONTRACTOR."

In consideration of the promises, performances, payments, and agreements set forth herein, CONTRACTOR hereby agrees to deliver:

Supplies and services specified in **Bid # 22-13 Petroleum Products and Diesel Exhaust Fluid** and all Work in accordance with the, Invitation to Bid and Addenda (if applicable), which are incorporated herein by reference and made a part hereof and which have been prepared by the **City of Killeen** and approved by OWNER, and OWNER agrees to pay the CONTRACTOR the total amount of petroleum products purchased per Bid #22-13 pricing.

CONTRACTOR hereby agrees to deliver petroleum products and diesel exhaust fluid as noted in the specifications section of Bid 22-13 after the date contained in the notice of award given to CONTRACTOR.

Waiver of any breach of the Contract shall not constitute waiver of any subsequent breach.

OWNER agrees to pay CONTRACTOR from available funds for performance of the Contract in accordance with the Bid and the provisions of the Contract Documents, subject to additions and deductions, as provided therein.

The OWNER's payment obligations are payable only and solely from funds available for the purposes of this Agreement.

Although drafted by the OWNER, this Agreement, in event of any disputes over its meaning or application, shall be interpreted fairly and reasonably, and neither more strongly for nor against either party.

OWNER

CONTRACTOR

By: _____

By: _____

Jonathan Locke
City of Killeen

Date

Executive Director of Finance
Title of Signatory

Printed Name of Signatory

Date

Title of Signatory, Authorized Representative

By: _____

ATTEST (as applicable)

Traci Briggs
City Attorney

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

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
 HJDJ American Lube Supply, Inc.
 San Antonio, TX United States

Certificate Number:
 2022-852296

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

Date Filed:
 02/18/2022

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.
 22-13
 Petroleum Products

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

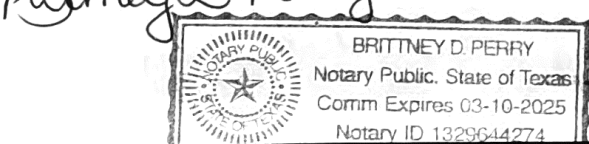
5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is Remington Durkop, and my date of birth is 9/27/83.
 My address is 330 Kitty Hawk Rd. Apt 2905 Universal City, TX, 78148, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Bexar County, State of Texas, on the 18 day of February 22.
(month) (year)



Remington Durkop
 Signature of authorized agent of contracting business entity
 (Declarant)



PETROLEUM PRODUCTS AND DIESEL EXHAUST FLUID (DEF)

RS-22-039

March 15, 2022

Background

2

- Fleet Services uses petroleum products and diesel exhaust fluid (DEF) daily
- October 2018 – bid awarded American Lube Supply petroleum products and Arnold Oil DEF
 - ▣ Initial term was 1 year with option to renew 3 years
- During the renewal process, staff was notified that petroleum products would increase 36% and DEF 35%
- Bid document limited annual increases to 10%, so both items needed to be bid again

Bid Results

- Annual Cost in FY 2021 was \$60,482
- First bid on October 14, 2021, Bid #22-05, would have resulted in an annual cost of \$138,037
 - ▣ City Council approved rejecting bids received on December 7, 2021
- Second bid issued February 1, 2022, Bid #22-13, resulted in an annual cost of \$90,702
 - ▣ American Lube Supply submitted the lowest bid

Alternatives

4

- Reject all bids and rebid again
- Award the lowest bid

Recommendation

5

City Council authorize award of Bid #22-13 for Petroleum Products and Diesel Exhaust Fluid to American Lube Supply in the amount of \$90,702 in FY 2022



City of Killeen

Legislation Details

File #: RS-22-040 **Version:** 1 **Name:** Renewal of fuel services contract with FleetCor
Type: Resolution **Status:** Resolutions
File created: 2/18/2022 **In control:** City Council Workshop
On agenda: 3/15/2022 **Final action:**

Title: Consider a memorandum/resolution authorizing the renewal of the City's fuel services contract with FleetCor Technologies Operating Company, LLC., in an amount not to exceed \$2,500,000 per year.

Sponsors: Community Development Department, Fire Department, Finance Department, Police Department, Information Technology Department, Municipal Court Department, Public Works Department, Recreation Services Department

Indexes:

Code sections:

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

Date	Ver.	Action By	Action	Result
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STAFF REPORT

DATE: March 15, 2022
TO: Kent Cagle, City Manager
FROM: Jonathan Locke, Executive Director of Finance
SUBJECT: Renewal of Fuel Services Contract with Fleet

BACKGROUND AND FINDINGS:

Prior to November 2013, all City vehicles and equipment were required to obtain fuel from only the fueling station at Fleet Services. That routine was extremely resource inefficient. In November of 2013, the City contracted with Texas Fleet Fuel LTD., now FleetCor Technologies Operating Company, LLC., to provide fuel at the Fleet Services location, and fuel card services which allows for the purchase of fuel throughout the city and nationwide at discount pricing. The existing program has proven to be efficient, secure, and cost effective. The current contract with FleetCor expires March 31, 2022 and is being requested to be renewed.

FleetCor provides purchasing controls, reporting, and on-line account management which helps to manage the fleet and all fueling activities. FleetCor also provides on-site fuel to the City's three underground storage tanks located at Fleet Services. The contract pricing for on-site fuel is \$0.075 per gallon above rack price, for all fuels. Rack Price is the wholesale price applied when the truck is loaded and is determined by the Oil Price Information Service (OPIS). The City will receive rebates on off-site fuel purchases. The offsite rebates will be \$0.04 per gallon for unleaded and \$0.08 per gallon for diesel. The rebates will be applied to the City's weekly invoice. The estimated annual savings compared to retail pricing is \$50,765. The total on-site gallons purchased is estimated to be 422,240 gallons and the total offsite gallons purchased is estimated to be 331,760 gallons.

The FleetCor contract utilizes cooperative contract pricing through the OMNIA Partners. With available contract extensions, the contract is effective through December 31, 2026.

THE ALTERNATIVES CONSIDERED:

- 1.) Do not renew the contract with FleetCor for fuel services.
- 2.) Renew the contract with FleetCor for fuel services.

Which alternative is recommended? Why?

The second alternative is recommended to maintain resource efficiency, fuel security, and cost effectiveness.

CONFORMITY TO CITY POLICY:

The Fleet Department is seeking approval to contract with FleetCor Technologies Operating Company, LLC. for on-site fuel and fuel services through the OMNIA Partners Cooperative. Purchases made through a cooperative contract are exempt from the competitive bidding process as stated in Texas Local Government Code (TLGC) section 271.102, subchapter F; a local government that purchases goods or services under this subchapter satisfies any state law requiring the local government to seek competitive bids for the purchase of the goods or services.

FINANCIAL IMPACT:

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

The estimated annual amount to be spent on fuel purchases fluctuates and is dependent upon market conditions. The current FY22 estimated fuel expenditure is \$2.5 million.

Is this a one-time or recurring expenditure?

Recurring expenditures.

Is this expenditure budgeted?

Each department/division includes funding in its annual budget for fueling the fleet in account xxx-xxxx-xxx.41-30.

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 renewal of the City's fuel services contract with FleetCor Technologies Operating Company, LLC., in an amount not to exceed \$2,500,000 per year.

DEPARTMENTAL CLEARANCES:

Fleet Services
Purchasing
Finance
Legal

ATTACHED SUPPORTING DOCUMENTS:

Agreement
Certificates of Interested Parties

CO-OPERATIVE “PIGGY-BACK” AGREEMENT
Fuel Card Services and Consigned Fuel Supply

This Co-Operative “Piggy-Back” Agreement for Fuel Card Services and Related Products (the “Agreement”) is made by and between **FleetCor Technologies Operating Company, LLC** (herein “FleetCor”), with headquarters located at 3280 Peachtree Road, Suite 2400, Atlanta, GA 30305 and **the City of Killeen, Texas** (herein “Customer”), with primary offices located at 802 N. 2nd St. Building E, 2nd Floor, Office #215, Killeen, TX 76541. This Agreement replaces any prior agreement in place between the parties hereto as to the relationship of the parties effective April 1, 2022 (the “Effective Date”).

RECITALS

WHEREAS, Customer is a municipal entity which has been created by the State of Texas and is a public body, subdivision of the State of Texas;

WHEREAS, Customer desires that FleetCor provide Consigned Fuel Supply Products (“Products”) and perform Fuel Card Services (the “Services”), and FleetCor desires to provide such Products and perform Services as hereafter defined;

WHEREAS, as set forth herein, Customer and FleetCor have negotiated and agreed to terms regarding the above referenced Products and Services; and,

WHEREAS, this Agreement has also been established in accordance with the terms and conditions as defined under the publicly advertised RFP #21-11 for Fuel Card Services and Related Products, and awarded Contract #R211101 by and between Region 4 Education Service Center (“Region 4 ESC”) and FleetCor. Furthermore, Region 4 ESC is the principal procurement agency for OMNIA Partners under Master Intergovernmental Cooperative Purchasing Agreement, which offers Contract #R211101 to Participating Public Agencies nationwide through OMNIA Partners. FleetCor’s RFP Response/Proposal for Region 4 ESC RFP #21-11 submitted on August 24, 2021 (herein “RFP Response/Proposal”) is a part of Contract # R211101 and together form the basis for the contract for Fuel Card Services and Related Products (herein the “Region 4 ESC/OMNIA Partners Contract #R211101”) awarded to FleetCor, to the extent such terms are not specific to OMNIA Partners or Region 4 ESC and except as modified hereby.

WHEREAS, Customer has registered to participate in the cooperative purchasing program administered by OMNIA Partners by either registering on the OMNIA Partners website or by executing a Master Intergovernmental Cooperative Purchasing Agreement with OMNIA Partners.

NOW THEREFORE, for valuable consideration, FleetCor and Customer agree to the foregoing Recitals and further agree as follows:

Article 1. Statement of Work.

(a) FleetCor shall:

(i) Furnish all labor, materials, products and supervision to perform and complete all work as specified in this Agreement, and in strict accordance with those documents and items set forth in Article 12;

(ii) Provide Customer fuel and/or optional maintenance purchasing and fleet reporting services for the term stated herein; and,

(iii) Provide Customer with consigned fuel inventory services as outlined in this agreement and FleetCor's response to Region 4 ESC/National IPA RFP # 21-11, as defined in section titled TAB 7 – FleetCor Terms and Conditions, under Article 7.2. FLEETCOR'S TERMS & CONDITIONS FOR PROVIDING ON-SITE CONSIGNED FUEL SERVICES.

(b) Customer shall

(i) Acquire fuel and receive reporting of fuel usage from FleetCor through the use of the Fuelman Fleet Card (magnetic stripe fleet credit cards, with each a "Card") at card acceptance locations made available by FleetCor and at Customer's on-site refueling locations designated for consigned fuel inventory services as defined in this agreement and FleetCor's response to Region 4 ESC/OMNIA Partners RFP # 21-11.

(ii) Utilize Fuelman purchase controls, reporting and the online account management system provided by FleetCor to manage its fleet of vehicles, drivers and fueling activity (off-site).

Article 2 Contract Price. Customer and FleetCor agree to the pricing structure as specified in Region 4 ESC/OMNIA Partners Contract #R211101 which has been further defined and included below for convenience purposes.

Article 2.1 OPIS Based Cost-Plus Pricing for CONSIGNED FUEL SERVICE

FleetCor agrees to price on-site consigned fuel to Customer based on an OPIS index-based, cost plus pricing formula. Price for fuel products purchased at on-site consigned fuel locations will be equal to the sum of the following:

1. The Waco, Texas, OPIS Unbranded Average Rack price as reported by the Oil Price Information Service (OPIS) each Thursday (hereafter "OPIS Newsletter Prices") for each product purchased that calendar week. The fuel price published on each Thursday shall apply to fuel sold during the current week, e.g. the price available on Thursday, the 4th will be effective for fuel sold from Monday the 1st through Sunday the 7th.

Note: OPIS is an independent company that tracks and provides reporting of refiner terminal rack prices to re-sellers by Rack Market. Rack Market or Rack City refers to where petroleum products are sold at the wholesale level from primary storage. Rack refers to loading racks where tanker trucks fill up.

2. Fuel supplier freight as charged FleetCor which should remain constant for the term of the contract barring common carrier increases. The freight rate may include dealer adjustment for equipment maintenance adder and freight adder to provide winter additive for diesel fuel during applicable cold weather months.
3. All applicable taxes (Tax Exempt Billing further clarified herein).
4. FleetCor's cost plus service fee or mark-up (margin) per gallon shall be as follows:

All Fuel Grades \$ 0.075

Article 2.2 Retail Based Pricing and Rebates for Fuel Purchased at Off-Site/Retail locations.

FleetCor hereby agrees to provide a Retail Based Pricing Program. Price for fuel products purchased by Customer will be equal to retail pump price at the card accepting merchant location (credit price where applicable by merchant), plus or minus the applicable Billing Frequency and Payment Terms adder or subtractor as defined in FleetCor Response to Region 4 ESC RFP # 21-11.

- The Billing Frequency/Payment Terms subtractor for Customer's chosen terms (Weekly Billing, Net 14 Days) shall be 0.0025 (¼ cent) per gallon. This rate shall be subtracted from the Retail Price as a discount at the transaction level.

Customer shall receive rebates as illustrated in the volume rebate table (tiered schedule) below. Rebates shall apply to gallons purchased at Preferred Network locations and shall not apply to gallons at Extended Network (Non-Discount) locations. Rebates earned shall be applied on each billing statement/invoice.

WEEKLY BILLING FREQUENCY VOLUME TIERS	REBATE PER GALLON GASOLINE PRODUCTS	REBATE PER GALLON DIESEL PRODUCTS
< 300	\$0.010	\$0.020
300 – 1,000	\$0.020	\$0.040
1,001 – 2,000	\$0.030	\$0.060
2,001 +	\$0.040	\$0.080

Article 2.3 Extended Network Locations Excluded from Rebate and Never Below FleetCor’s Cost.

Non-Discount or Extended Network locations are defined as sites accepting the Fuelman Card that are determined by FLEETCOR to be a part of the Fuelman Network solely to provide added convenience to Clients. Gallons purchased at these Extended Network locations are excluded from volume discounts (rebates) offered. The current list of merchants (subject to future change) with applicable Extended Network Pricing includes:

- Sinclair brand stations at posted retail price.
- Chevron/Texaco brand stations at posted retail price.
- Pilot or Flying J Travel Center Stations, Pilot Convenience Stores, or Pilot unattended card lock stations shall always be priced based on the credit retail price for diesel purchases, the station’s retail price for gasoline or DEF Dispensed purchases.
- Love’s Country Store / Travel Stop Locations shall always be priced based on the credit retail price for diesel purchases, the station’s retail price for gasoline or DEF Dispensed purchases.
- TravelCenters of America (TA) or Petro Travel Centers shall always be priced based on the credit retail price for diesel purchases, the station’s retail price for gasoline or DEF Dispensed purchases.
- ARCO brand at posted retail price plus \$0.10 per gallon.
- Buc-ee’s locations at posted retail price.

FleetCor reserves the right to never bill Customer for any purchase at a price below FleetCor’s cost to settle with the Merchant and in the event the Customer’s price (including discounts if applicable and all merchant taxes) calculates to be below FleetCor’s cost to settle with the Merchant, FleetCor’s cost shall apply.

Article 3. Tax Exempt Billing. FleetCor shall provide tax exempt billing for fuel sold to Customer to the extent allowed by the Federal and State Government, rates subject to change. Customer shall provide tax exemption certificates or other related information as required from time to time by FleetCor to establish and maintain its tax exempt status. Current federal taxes that cannot be exempted include the Federal Leaking Underground Storage Tank tax (or “LUST”) (\$0.001 per gallon) and the Federal Oil Spill Liability Tax (\$0.0021 per gallon). Current non-exempt State of Texas taxes include the Texas Petroleum Products Delivery Fee (\$0.00087 per gallon) and the State of Texas Gasoline and Diesel Tax (\$0.20 per gallon).

Article 3.1 Sales Taxes on Non-fuel Items. In order to be exempted from State or local Sales and Use Taxes on non-fuel products, Customer must request tax exempt processing of the transaction at the time and point of sale with the card accepting merchant. FleetCor is not the sales tax filer with the State of Texas for non-fuel transactions and therefore cannot file for sales tax exemption refunds on behalf of Customer on non-fuel transactions.

Article 4. Agreement Term. The term of the Agreement shall commence as of the Effective Date, or if later the date in which the agreement has been signed by both parties and continue through **December 31, 2024**, unless otherwise terminated as set forth in Region 4 ESC/OMNIA Partners Contract # R211101. The Region 4 ESC/OMNIA Partners Contract # R211101 allows for two (2) one (1) year renewals through

December 31, 2026, which if renewed, shall immediately renew this Agreement. The intent of this Agreement Term is to coincide with the term of the Region 4 ESC/OMNIA Partners Contract # R211101.

Article 5. Billing Frequency and Payment Terms. Customer will be billed on a **Weekly** basis with payment due **Net 14 days** from invoice date. Invoices and Fleet Management Reports are generally made available electronically by late Monday or early Tuesday each week for the preceding seven (7) day billing period ending Sunday midnight.

Article 6. On-Site Consigned Fuel Services. FleetCor will provide On-Site Consigned Fuel Services as more specifically defined in FleetCor’s response to Region 4 ESC RFP # 21-11, specifically in Section titled TAB 7 – FleetCor Terms and Conditions, under article 7.2. FLEETCOR’S TERMS & CONDITIONS FOR PROVIDING ON-SITE CONSIGNED FUEL SERVICES (herein “Onsite Terms & Conditions”). For convenience purposes, these Onsite Terms & Conditions are included in Exhibit 2 to this agreement. Specific modifications or additional clarifications to Section 7.2 are as follows:

FleetCor shall utilize a third party fuel supplier (Mansfield Oil Company) to assist as Fuel Supplier subcontractor. The parties agree that Mansfield shall be the supplier of fuel to FleetCor and Mansfield shall own the fuel which is stored in Customer’s fuel storage tanks. At such time as the fuel leaves the fuel storage tank, title to the fuel is transferred by Mansfield to FleetCor and then immediately from FleetCor to Customer. Customer shall access and purchase the consigned fuel through use of Fuelman fleet credit card swiped at Fuel Control Terminal installed at the location receiving consigned fuel services. Purchases of on-site consigned fuel are integrated into fleet management reporting and billings for off-site retail purchases. Other specific clarifications or modifications for providing consigned fuel services are defined in the following sub-article paragraphs:

Article 6.1 Customer Refueling Locations to Receive Consigned Services. Properties included in this Agreement for consigned inventory service, Applicable Fuel Grades to be Supplied, and Applicable Supply Terminal for OPIS Pricing are provided in the table below.

Name of Property	Address	City/State	Fuel Grades to be Provided	Supply Terminal (Subject to change)
CITY OF KILLEEN	2003 Little Nolan Rd.	Killeen, TX 76540	Diesel Unleaded	Waco, Texas

Article 6.2 Fuel Control Terminal (FCT) Equipment Costs. Equipment provided and expenses to be paid by the parties for the Term of this Agreement shall be as identified below.

- 6.2.1 FleetCor will provide and pay for the following:
 - a. Existing FuelMaster® brand Fuel Control Terminal fuel pump automation equipment. Herein referred to as “FCT” or “Card Reader”. Existing card reader has recently been upgraded for cellular connectivity and transaction processing.
 - b. Replacement FCT equipment as might be determined necessary by FleetCor during the term of the proposed contract.
 - c. Installation and Start-up Costs for replacing card readers as might be determined necessary by FleetCor during the term of the proposed contract.
- 6.2.2 Customer will provide and pay for the following:
 - a. Provide a dedicated, 110 or 220 volt A/C electrical line with required circuits, including all electrical conduit installation from the panel to the fuel control terminal, fuel dispensers and tank monitor (if any). One circuit is required for the terminal, one for each dispenser, one for each tank monitor (if any).

- b. Cellular or Local Area Network (LAN) connectivity for FCT transaction processing over the Internet. The following will be required for Internet processing.
 - i. Customer shall have an option of using its own Network (LAN) connection, or using Cellular Connectivity. With LAN connection, the costs of connecting CAT 5 or similar Ethernet cable pulled to the FCT equipment would be at Customer's expense. With Cellular Connectivity, Customer shall be responsible for the cost of the cellular data plan subscription. Currently the City of Killeen location processes with a cellular data plan subscription.
 - ii. Hardware required by FleetCor's recommended technology provider (currently PDI/ControlScan) to provide the cellular or LAN connectivity and Secure Payment Gateway (SPG).
 - iii. Customer is responsible for the required monthly service fee from technology vendor (PDI/ControlScan) to provide a Secure Payment Gateway (SPG) subscription service. Customer must establish an account directly with PDI/ControlScan and pay for this continued service subscription. The SPG service is required for information security when processing card transactions over an internet connection. For an added monthly fee, ControlScan can also provide the cellular data plan subscription needed for cellular connectivity, which is currently how the City receives the cellular service.
- c. Accurate and acceptable electronic Pulsars on all petroleum dispensing equipment, enabling the fuel control terminal to track product flow through the meters. Pulsar/Meter Calibration, if ever needed for dispensing equipment, shall be at Customer's expense.
- d. Automatic Tank Gauging Equipment ("ATG Equipment") and Access to Readings. An automatic tank gauge will be required for proper inventory/dispatch monitoring. Customer may install either an ATG system capable of remote polling (such as compatible Veeder Root device) or an ATG system that provides web-based access to readings (such as Centeron ATG device commonly used in above ground tank systems). If an ATG system allowing remote polling is installed (i.e. Veeder Root) then Customer shall install and maintain required communication lines and com port/board on the device. This may require cellular modem equipment and connection via cellular subscription. If a system allowing web-based (internet) access to readings is installed (i.e. Centeron), then Customer shall pay all web subscription fees required from the ATG manufacturer. If preferred, FleetCor will arrange for the Centeron subscription and bill Customer a recurring monthly fee for the subscription in normal Fuelman reporting and billing. FleetCor's fuel supplier shall be granted access to the Centeron web subscription to monitor fuel inventory levels. Regardless of type of ATG system chosen by Customer, all costs of installation of ATG equipment shall be paid by Customer.
- e. Upgrades to ATG equipment allowing for Network/IP connection instead of analog phone connectivity. The ATG equipment shall need to be upgraded to allow for internet connectivity, either through Customer's LAN or via cellular data plan. If this is ever required, the following would be required:
 - i. We would expect Customer's ATG equipment to require a communications board upgrade, which would be Customer's expense.
 - ii. If Customer prefers LAN connection to the ATG, Customer would need to pull CAT5 or similar Ethernet cable connection to the ATG device, and FleetCor or our fuel supplier can work with Customer's IT staff to implement a secure network-to-network VPN tunnel to the ATG device.
 - iii. If Customer prefers cellular connectivity, a cellular device will be required to allow remote connectivity. While the Cellular Network Modem is the quickest and easiest to set-up, you will incur ongoing monthly cellular data plan costs which would be at Customer's expense. Some governments prefer this approach as it eliminates IT

infrastructure costs and the secure VPN tunnel to access the device on customer's local network.

Article 7. Fleet Card Terms and Conditions. Customer's use of the Fuelman Fleet Card at Fuelman Network retail locations and for the consigned fuel services provided to Customer are governed by FleetCor's General Terms and Conditions submitted under Article 7.1 in FleetCor's RFP response to Region 4 ESC RFP # 21-11 (herein the "TAB 7 - FleetCor Terms and Conditions") and the terms and conditions of this Agreement. In the event of inconsistencies between the TAB 7 - FleetCor Terms and Conditions and this Agreement, this Agreement shall govern.

Article 8. Notices. All notices under this Agreement shall be given to the applicable party at its address, facsimile number, or e-mail address set forth below or at such other address, facsimile number, or e-mail address as the party may later specify for that purpose by notice to the other party. Each notice shall, for all purposes, be deemed given and received to the other parties (i) if sent via the e-mail address stated below and confirmation of the receipt of the e-mail is given; (ii) if given by facsimile, when the facsimile is transmitted to the party's facsimile number specified below and confirmation of complete receipt is received by the transmitting party during normal business hours on any business day or on the next business day if not confirmed during normal business hours; (iii) if by hand, when delivered; (iv) if given by nationally recognized and reputable overnight delivery service, the business day on which the notice is actually received by the party; or (v) if given by certified mail, return receipt requested, postage prepaid, three (3) business days after posted with the United States Postal Service.

Customer: **City of Killeen, Texas**
Frank Tydlacka
101 N. College Street
Killeen, TX 76540
Phone: 254-501-7789
Fax: 254-501-8934
Email: ftydlacka@killeentexas.gov

Copy to: **City of Killen, Texas**
Lorianne Luciano
802 N. 2nd Str. Bldg. E.
Killeen, TX 76540
Phone: 254-501-6308
Email: lluciano@killeentexas.gov

FleetCor: FleetCor Technologies Operating Company, LLC
3280 Peachtree Road, Suite 2400
Atlanta, Georgia 30305
Attn: Mark Roberts
Phone: (704) 853-2662
Email: markroberts@fleetcor.com

Copy to: FleetCor Legal Department
3280 Peachtree Road, Suite 2400
Atlanta, Georgia 30305
Fax: (770) 582-8236

Article 9. Severability of Provisions. Each provision of this Agreement is severable from all other provisions in the Agreement. If any provision in this Agreement is declared invalid or unenforceable, the remaining provisions shall remain in effect.

Article 10. Entire Agreement; Previous Agreements Terminated. Subject to Article 12 hereof, this Agreement contains the entire agreement between the parties. Any and all previous agreements between Customer and FleetCor not incorporated into this Agreement with respect to the services as specified in this Agreement, whether written or oral, are hereby expressly terminated.

Article 11. Governing Law. This Agreement shall be governed by the laws of the State of Texas.

Article 12. Agreement Components. The Agreement shall consist of the following component parts:

1. This instrument (Co-Operative "Piggyback" Agreement for Fuel Card Services and Consigned Fuel Supply).

2. November, 9, 2021 Notice of RFP Award Letter from Region 4 ESC (EXHIBIT “3” attached hereto).
3. Region 4 ESC/OMNIA Partners Contract #R211101 between FleetCor Technologies and Region 4 ESC for Fuel Card Services and Related Products. Copy available at OMNIA Partners website: <https://www.omniapartners.com/publicsector> or has been otherwise provided to Customer by FleetCor.
4. Response to Region 4 ESC RFP # 21-11 submitted August 24, 2021 by FleetCor except as modified by this Agreement. The Region 4 ESC/OMNIA Partners Contract #R211101 includes a complete copy of FleetCor’s RFP response beginning on page 22 of the agreement.
5. FleetCor’s General Terms & Conditions for Use of Fleet Cards Applicable to OMNIA Partners Participating Public Agencies using the Region 4 ESC Master Agreement No. R211101 for Fleet Credit Card (herein “FleetCor Terms and Conditions”), which are included as EXHIBIT 1 to this agreement.
6. FleetCor’s Terms & Conditions for Providing On-Site Consigned Fuel Services (herein “Onsite Terms & Conditions”) , which are included as EXHIBIT 2 to this agreement.

This instrument, together with the other documents enumerated in this Article 12, which said documents are as fully a part of this Agreement as if hereto attached or herein repeated, form the Agreement. In the event that any provision or any component part of this Agreement conflicts with any provision of any other component part, the provision of the component part first enumerated in this Article 12 shall govern, except as otherwise specifically stated.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in two (2) original counterparts as of the day and year first written above.

AGREED:

FLEETCOR TECHNOLOGIES OPERATING COMPANY, LLC

By: _____

Printed Name: Mark Roberts _____

Title: Director, Bids & Contracts _____

Date: _____

AGREED:

CITY OF KILLEEN, TEXAS

By: _____

Printed Name: _____

Title: _____

Date: _____

EXHIBIT 1

FleetCor's General Terms & Conditions for Use of Fleet Cards Applicable to OMNIA Partners Participating Public Agencies using the Region 4 ESC Master Agreement No. R211101 for Fleet Credit Card

1.1 Security, Loss, Theft, or Unauthorized Use of Card.

1.1.1 General Security. Each Card can be programmed to only allow Fuel or both Fuel & Maintenance services such as oil changes, vehicle washes, etc. Typically, each Transaction is authorized with the Card number, product code, quantity and driver's Driver ID across the proprietary Fuelman network to ensure that the purchase is authorized and limited to the product and quantity (e.g. gallons of Fuel or dollars of Maintenance) that have been pre-approved. This system also helps prevent unauthorized Driver IDs and stolen Cards from being used to make purchases. The product and quantity controls are subject to each Merchant Location's POS Authorization Limitations described herein.

1.1.2 FleetCor's Liability. In the event an unauthorized Transaction occurs, subject to the limitations and Customer responsibilities explained in this section 1.1.1 and in the event that the Account has been issued fewer than ten (10) Cards, FLEETCOR will assume full responsibility for those purchases. If the Account has been issued ten (10) or more Cards, Customer assumes all liability and responsibility for unauthorized Transactions or Account activity.

1.1.3 Customer's Responsibility. It is the responsibility of Customer to ensure proper security controls are kept in place to protect the Cards and Driver IDs and that only authorized employees or agents of Customer use them to make purchases. It is also the Customer's responsibility to lock any inactive, misplaced, or stolen Cards and Driver IDs immediately. Fuelman is not responsible for fraudulent Transactions made on unlocked Cards with valid Driver IDs. Customer should use the online account application to lock Cards and Driver IDs instantly. Alternatively, the Customer can contact Fuelman Customer Service during regular business hours via fax or email with the requested change, in which case Fuelman will make the requested changes within 24 hours and assume responsibility for any unauthorized purchases at that point. All Transactions in which a valid/unlocked Card number was used in conjunction with a valid/active Driver ID will be considered to be authorized Transactions in which Customer is fully responsible for payment. It is also the Customer's responsibility to review the standard fleet management reports and optional eMail exception alerts to identify potential purchasing discrepancies. Customer should instruct its Cardholders to keep any record of their Driver ID separate from the vehicle's Card.

1.1.4 Lost or Stolen Cards. Customer shall report all lost or stolen Cards to FLEETCOR immediately via phone call or email to FLEETCOR's Customer Service department identifying the Card number and such other details concerning the loss or theft of the Cards as are known by Customer. Customer shall be liable for all Transactions made by lost or stolen Cards until midnight of the day that FLEETCOR receives Customer's notice of such lost or stolen Cards. Customer and Guarantor(s) agree to and acknowledge full liability for any losses resulting from any failure to report the loss or theft of Card(s) in accordance with the terms hereof.

1.1.5 Terminated Drivers. It is the Customer's responsibility to lock a terminated driver's Driver ID as explained herein.

1.1.6 Merchant Limitations. The personnel (if any) at a Merchant Location are not the agents or employees of FLEETCOR and FLEETCOR shall not be responsible for the products or services rendered by any of the Merchants or any other liability or damage which arises from the action or negligence of the personnel of any of the Merchants, their agents or their employees.

1.1.7 POS Authorization Limitations. Authorization controls are provided as a convenience to the Customer and are not guaranteed to prevent unauthorized purchases. Specifically, depending on the particular point-of-sale (POS) equipment and Fuel dispenser controls being used by a particular Merchant Location, the product type and spending limit may not be enforceable prior to completing the Transaction. In these situations, the Transaction will still be considered to be authorized, but will be identified as an exception on the Customer's standard fleet management report and reported via email if desired by Customer.

1.1.8 Claims. All claims for defective Fuel or Maintenance must be made to the Merchant operating the Merchant Location where such Fuel or Maintenance was purchased. Any claim for defective Fuel or Maintenance is waived by Client unless made in writing to Merchant, with a copy to Fuelman, within fifteen (15) days from the date of the purchase of the alleged defective Fuel or Maintenance giving rise to the

claim.

1.2 Account Administration and Card Issuance.

1.2.1 Credit Limit. Upon receipt of notice of award of SOLICITATION/contract and signed credit applications from Customer, FLEETCOR will establish an aggregate spending limit for all the Cards issued to Customer under the Account(s) (the "Credit Limit") based on FLEETCOR's evaluation of the Customer's creditworthiness. The initial Credit Limit may have already been established (applicable to existing older accounts already using Fuelman cards issued by FLEETCOR). FLEETCOR reserves the right to increase or decrease this Credit Limit at any time with or without providing notice to Customer. So long as sufficient creditworthiness exists, the intention shall be to have sufficient credit limit to meet the anticipated purchasing projections or purchasing history/activity of the Customer under the billing frequency and terms provided in the SOLICITATION or this response to SOLICITATION.

1.2.2 Administration of Cards. Customer shall be solely responsible for the use, maintenance, administration, and security of the Cards and Driver IDs within Customer's business, including, but not limited to, distributing Cards to, and collecting Cards from, its employees and agents. Notwithstanding any other provision in this Agreement, Customer is responsible for any loss or misuse of Cards by its employees and agents. See section 1.1.1 for more information regarding Customer responsibilities.

1.2.3 Account Administration (Contact Persons). To ensure effective communication between your Fleet Manager or Card Program Administrator, your Accounts Payable Representative, and FLEETCOR, Customer will provide the requested contact information for both an authorized Fleet Contact and Billing Contact. Up-to-date information about your account will be communicated through these designated persons. For example, if your account becomes past due or exceeds the assigned credit limit, or if we have identified suspected fraudulent activity, the listed individuals on the account may be notified electronically to avoid a disruption in service or to confirm whether suspected fraudulent purchases identified are legitimate. Customer shall contact Fuelman customer service or your account manager if any of this information changes for the authorized Fleet Contact or Billing Contact person.

1.2.4 Cancellation of Cards. If, at any time, for any reason, Customer desires to cancel any particular Card, but not the Account, Customer's Representative must notify FLEETCOR via the online application or in writing of such cancellation. Customer's liability for purchases made using the canceled Card shall end at midnight of the day that FLEETCOR receives notice of such Card cancellation. The on-line application allows customer to instantly cancel (lock) cards.

1.2.5 Suspension of Cards. FLEETCOR, at its sole discretion, may suspend or terminate the use of any Card at any time for any reason, including, but not limited to, inactivity, unusual activity, or suspected loss, theft, fraud, or in compliance with the USA Patriot Act. However, nothing in this Agreement shall obligate FLEETCOR to monitor the use of any Card, and, as described in this Agreement, Customer is solely responsible for the use of any outstanding Cards.

1.2.6 Suspension of Account. FLEETCOR, reserves the right to suspend or terminate the use of an Account due to substantial change in creditworthiness, late payment (excessive days beyond terms), aggregate outstanding balance owing on the Account (outstanding Account balance and unbilled Transactions) over the Credit Limit or in compliance with the USA Patriot Act.

1.3 Limitation of Liability. THE PARTIES WILL HAVE NO LIABILITY FOR INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR INCIDENTAL DAMAGES OF ANY KIND, INCLUDING CLAIMS FOR LOSS OF PROFITS, WHETHER RESULTING DIRECTLY OR INDIRECTLY TO CUSTOMER, FLEETCOR, GUARANTOR, OR THIRD PARTIES, AND WHETHER ARISING IN CONTRACT, TORT, OR OTHERWISE, EVEN IF SUCH DAMAGES WERE FORESEEABLE OR RESULT FROM A BREACH OF THIS AGREEMENT. IN THE EVENT A COURT IN A FINAL, NON-APPEALABLE AWARD FINDS FLEETCOR OR CUSTOMER LIABLE FOR ANY DIRECT DAMAGES, FLEETCOR OR CUSTOMER'S LIABILITY IN THE AGGREGATE FOR SUCH DIRECT DAMAGES WILL NOT EXCEED THE AMOUNT PAID OR PAYABLE BY CUSTOMER TO FLEETCOR FOR THE THREE (3) MONTHS PRECEDING THE DATE ON WHICH THE CLAIM AROSE.

1.4 Force Majeure. FLEETCOR shall not be liable for failure to perform when such failure is occasioned or caused by circumstances beyond its control.

EXHIBIT 2

FLEETCOR'S TERMS & CONDITIONS FOR PROVIDING ON-SITE CONSIGNED FUEL SERVICES

7.2.1. ON-SITE CONSIGNED FUEL SERVICES.

At Participating Public Agency's (herein "Customer") on-site refueling locations serviced under this proposal, FLEETCOR and its fuel supplier will provide the following services:

- a. Supply and maintain fleet fuel (on consignment) as required by Customer at the designated location(s) for On-Site Access Card Transactions.
- b. Tank Monitoring (for the purpose of keeping fuel in the tanks, not for environmental compliance purposes).
- c. Inventory Management, Control, and Reconciliation (for the purpose of keeping fuel in the tanks, not for environmental compliance purposes).
- d. At qualifying and agreed upon locations, provide Fuel Control Terminal (herein "FCT") equipment (also known as an Island Card Reader) and Repair and Maintenance of the equipment supplied hereunder by FleetCor.

7.2.2. ON-CONSIGNMENT FUEL SUPPLY AND FUEL MANAGEMENT PROGRAM (FUEL SUPPLIERS).

In most markets FLEETCOR will utilize the expertise and services of our nationwide petroleum distributor fuel supplier (Mansfield Oil Company) as a subcontractor to provide fuel inventory meeting specifications as provided for in the Solicitation. However, in certain markets FLEETCOR might use other highly qualified local petroleum distributors who supply other FLEETCOR managed consigned locations. The fuel will be provided on consignment from tank(s) at the Customer's refueling sites owned and operated by Customer. The chosen fuel supplier shall own the fuel which is stored in Customer's fuel storage tanks. At such time as the fuel leaves the fuel storage tank, title to the fuel is transferred by fuel supplier to FLEETCOR and then immediately from FLEETCOR to Customer. Customer shall pay for fuel in accordance with the terms and conditions of the Agreement.

7.2.3. MINIMUM VOLUME EXPECTATIONS FOR CONSIGNED FUEL SERVICES.

To qualify for consigned inventory services, there are certain minimum volume expectations per location, which shall be considered along with the Customer's overall volume (combined on-site and off-site fuel consumption). Typically, a minimum monthly volume threshold of 5,000 gallons per Island Card Reader installed by FLEETCOR prevails, however FLEETCOR reserves the right to not provide consigned, on-site services if the Customer's total on-site and off-site volume is insufficient and in such case we would likely recommend the customer utilize Memo Tracking Services as a possible solution (Customer purchases or owns its own compatible FCT equipment). Another alternative which shall be determined on a case-by-case basis would be for Customer's with extremely low site volumes who insist on receiving consigned services (not Memo Tracking); the customer could purchase and install its own compatible FCT equipment either through FLEETCOR or other petroleum equipment suppliers. Consigned service would be subject to Fuel Supplier approval of a lower volume location.

7.2.4. EQUIPMENT AND SERVICES BY FLEETCOR.

FLEETCOR, with maintenance support assistance from its fuel supplier subcontractor or other vendors will provide a Fuel Control Terminal (FCT) system needed to provide the fuel pump automation and fuel usage tracking for consigned services required in the Solicitation. Fuel

Control Terminals may sometimes be referred to as Island Card Readers because they are mounted on the re-fueling island near the fuel pumps and the equipment reads customer's cards allowing access to the fuel pumps.

7.2.5. INITIAL INVENTORY ACQUISITION.

FLEETCOR's fuel supplier shall purchase and take title to the initial fuel inventory which is stored in fuel storage tanks at Customer's on-site refueling location. The fuel supplier shall purchase and take title to the initial inventory on day of installation of the Fuel Control Terminal or if Customer already owns compatible equipment the day the FCT is converted to Fuelman card processing. The gallons to be purchased shall be determined based upon a stick reading and/or ATG reading approved by the fuel supplier. Generally, the parties (Customer and fuel supplier) shall each have a representative at the location on the day of equipment installation or transition to witness the existing fuel inventory readings. The price of the fuel purchased shall be the OPIS Unbranded Average price at the applicable terminal city on the day of inventory acquisition and shall be set forth in a Bill of Sale to be executed by both parties.

7.2.6. INVENTORY CARRYING COSTS, SUFFICIENT TANKS/PUMPS, SPILLAGE, TRANSFER OF TITLE, SECURITY INTEREST IN FUEL/EQUIPMENT OWNED BY FUEL SUPPLIER OR FLEETCOR.

FLEETCOR or its fuel supplier sub-contractor shall pay all carrying costs for owning the consigned fuel inventory made available at the Customer's on-site refueling locations. Of course, providing this service is predicated on Customer maintaining sufficient tanks, product piping and pumps and automatic tank gauges for the use contemplated hereby. FLEETCOR's fuel supplier shall be the supplier of fuel to FLEETCOR and the fuel supplier shall own the fuel which is stored in Customer's fuel storage tanks. At such time as the fuel leaves the fuel storage tank, title to the fuel is transferred by FLEETCOR's fuel supplier to FLEETCOR and then immediately from FLEETCOR to Customer. Customer shall be billed for fuel as it leaves the nozzle and passes into a vehicle (or tank) in an On-Site Access Card Transaction.

FLEETCOR's Fuel Supplier, rather than FLEETCOR, shall have liability to Customer for damages, losses, costs, expenses, penalties, fines or liabilities of any kind arising out of any overfills or spillages occurring at Customer's properties, to the extent caused by the negligence of the Fuel Supplier.

Customer shall grant a first priority security interest to FLEETCOR and/or FLEETCOR's Fuel Supplier in all fuel inventory stored in Customer's storage tank(s) and for all fuel delivered to Customer's fuel storage tanks hereunder. Customer hereby authorizes FLEETCOR or its fuel supplier to file any and all UCC Financing Statements and any other documents required to evidence or perfect same. Customer also hereby authorizes FLEETCOR to file a UCC Financing Statement evidencing or perfecting its or its Fuel Supplier's ownership of all Equipment hereunder.

7.2.7. INVENTORY MONITORING.

For sake of receiving consigned inventory services, it shall be required that the tanks have in place Automatic Tank Gauging (ATG) system which can be remotely polled or monitored by FLEETCOR or its fuel supplier. Customer authorizes FLEETCOR and its Fuel Supplier to periodically review fuel tank levels via automated tank monitoring equipment that Customer should already have installed on the tank(s), or via stick readings (if ATG equipment is malfunctioning) for the purpose of keeping fuel in the tanks and not for environmental compliance. In the event that the automated tank monitoring system is not functioning properly,

then Customer shall provide FLEETCOR (or its Fuel Supplier, as directed) with a stick reading of the fuel in each tank routinely as might be required Monday through Friday. FLEETCOR's Fuel Supplier will make deliveries to Customer's fuel tank when determined necessary by its fuel supplier's inventory control department. FLEETCOR's or its Fuel Supplier's review of inventory shall be for the purpose of scheduling fuel delivery only and for general accounting purposes.

7.2.8. LEAK DETECTION MONITORING RESPONSIBILITY.

The Customer acknowledges that Contractor's performance of tank monitoring services under this Solicitation is solely for the purpose of keeping fuel in the tanks. The performance of such services does not relieve Customer of any obligations under State or Federal law relating to the UST/AST System's release detection requirements including, but not limited to: its obligation to monitor UST/AST for releases and tank tightness; its obligation to report suspected UST/AST System releases to appropriate agencies; its obligation to maintain appropriate release detection records; and its obligations under relevant provisions of the State Fire Code. It is further acknowledged that Contractor is not responsible for monitoring, detecting, analyzing or reporting of tank leaks or other tank tightness information to Customer or any other person or regulatory agency.

7.2.9. RESPONSIBILITY FOR INVENTORY DISCREPANCIES AND SHORTAGES.

Considering that major malfunctions of petroleum pumping equipment owned by Customers can occur (bad meters in dispensers, bad pulsars attached to mechanical meters in dispensers); and considering the significant dollars involved with fuel inventory caused by escalating fuel prices which has further caused the commodity to be under significant risk and a prime target of theft or removal from fuel storage tanks on Customer properties; for these reasons it is necessary that the responsibility for larger inventory discrepancies (shortages) be clearly explained and understood as provided in the next paragraph.

Fuel invoices and reporting of usage will be based on the transaction data received from the FCT equipment. From time to time, Customer's transaction data totals will be reconciled with the site's automated tank monitor readings from the first day of the relevant period and the gallons recorded on the totalizer. In the event of a discrepancy between these totals (other than small, insignificant shortages due to normal fuel evaporation and shrink), the tank monitoring fuel readings will control, and FLEETCOR reserves the right to adjust the fuel dispersed for the relevant period accordingly. However, in the event that the automated tank monitoring system is not functioning properly, then Customer shall provide FLEETCOR (or its Fuel Supplier, as directed) with a stick reading of the fuel in each tank routinely as might be required. In any such situation, the Customer will be billed for unaccounted gallons (other than small insignificant shortages due to normal evaporation and shrink) and will be notified in the event of such discrepancies. At sites where ATG's are not functioning properly, FLEETCOR shall be authorized to balance manual stick readings with fuel delivery data and Customer's transaction data in invoicing Customer.

7.2.10. ACCESS FOR DELIVERY, UST/AST REGULATORY COMPLIANCE.

FLEETCOR's fuel supplier shall be authorized to enter upon Customer's refueling location at times when facility is open to make fuel deliveries and/or to otherwise access the fuel in the fuel storage tank(s), as the fuel supplier deems necessary.

The Customer hereby acknowledges that it is the owner and/or operator of all underground and/or aboveground storage tank(s), connected underground/aboveground piping, ancillary equipment and containment systems on existing Customer facilities designated as on-site fueling operations hereunder (the "UST/AST System"). FLEETCOR and its fuel supplier have no control of, or responsibility for, the operation of the UST/AST System. As owner/operator of the UST/AST System, the Customer is responsible for compliance, and shall comply, with current and future federal, state and local laws and regulations applicable to the UST/AST System including spill prevention containment and contingency ("SPCC"), as well as all other pertinent environmental laws and regulations. Without limiting the generality of the foregoing, the Customer shall be responsible for compliance with the following requirements with respect to the UST/AST System: registration; payment of all registration, monitoring, maintenance and other fees; reporting; record keeping; replacements; release detection, reporting, investigation, containment, response and corrective actions; assurance of financial responsibility; closure; and compensation of claims for bodily injury, death, exemplary damages, property damage and natural resources damages caused by or arising from, in whole or in part, a release from any UST/AST System. FLEETCOR and its fuel supplier shall have no responsibility, obligation or liability with respect to the ownership or operation of any UST/AST System or compliance with federal, state, or local laws and regulations applicable to an owner or operator of the UST/AST System.

7.2.11. CONSIGNED FUEL STORAGE TANK AND PUMP EXPECTATIONS, PROOF OF REGISTRATION.

Neither FLEETCOR nor its fuel supplier shall be liable for installing or owning fuel storage tanks or pumps of any kind. The participants under this contract must already have installed tanks and pumps sufficient for the use contemplated herein. Before deliveries occur by FLEETCOR's fuel supplier, the Customer shall provide proof of up-to-date UST or AST registrations as might be required by Federal, State or local law.

7.2.12. FUEL CONTROL TERMINALS FOR ON-SITE AUTOMATION (HARDWARE OWNERSHIP AND MAINTENANCE).

At Customer locations approved for consigned services, FleetCor may agree to purchase Fuel Control Terminal (FCT) equipment/hardware, for installation on the confirmed Customer properties to receive consigned service.

7.2.13. SITE SURVEY FORM.

Customer shall assist FLEETCOR by completing a consigned Site Survey Form that is necessary prior to ordering equipment. The Customer shall notify FLEETCOR via the Site Survey Form of exactly the sites designated to receive consigned inventory services. Once a final determination of the exact sites and equipment agreed to be implemented by FLEETCOR is determined, and once an authorization to proceed under this agreement is issued to FLEETCOR by Customer, FLEETCOR shall order and implement the equipment. The equipment and system implementation costs to be provided by the parties are as follows:

7.2.14. EQUIPMENT/IMPLEMENTATION COSTS PAID BY FLEETCOR.

For locations where FLEETCOR agrees to provide consigned inventory services, FLEETCOR will provide the following equipment, implementation costs:

- a. Fuel Control Terminal island card reader equipment. Herein referred to as "FCT" or "Card Reader".

- b. FCT Equipment Installation/Startup. The basic cost associated with mounting the pedestal and FCT on the fuel island, and startup of the FCT shall be paid by FLEETCOR. Start-up costs SHALL NOT include pulling wire and electrical which should already be in place (at Customer's expense) at time of start-up.

NOTE: FLEETCOR reserves the right to charge a Start-up Fee of **\$2,500** for each FCT device installed and started up.

For Customer locations designated to receive consigned inventory services, the costs identified above have been factored into FLEETCOR's margin per gallon quoted **in our pricing proposal**. If Customer already owns FCT equipment, or if Customer chooses to purchase, own and maintain its own FCT equipment that is compatible with the Fuelman network, and if FLEETCOR is not required to provide, install or upgrade such equipment, then the quoted markup in our Pricing Proposal may be reduced by FLEETCOR, which shall be mutually agreed to by the parties at the time. Anticipated Site volumes and overall equipment costs can vary greatly so the reduction to quoted prices must be determined on a case-by-case basis should Customer own and maintain the FCT equipment.

7.2.15. UTILITIES, EQUIPMENT AND INSTALLATION COSTS PAID BY CUSTOMER.

The Customer will provide the following at the on-site refueling locations to be automated by Contractor:

- (a) A dedicated 110, or 220 volt A/C electrical line with required circuits (a minimum of one circuit for the terminal, one for each dispenser and one for each tank monitor. Adequate electrical wiring and conduit shall terminate at the desired FCT/Island Card Reader location for installation and hook-up of a typical Island Card Reader device.
- (b) Communications lines, data plan subscriptions and equipment upgrades for internet transaction processing, which might include:
 - (i) Either Network-to-Network (LAN) connection or connection using Cellular Data Plan for Internet processing of transactions. With LAN connection, the costs of connecting Ethernet cable to the FCT equipment would be at Customer's expense. With Cellular Connectivity, Customer shall be responsible for the cost of the cellular data plan subscription.
 - (ii) Additional pieces of hardware for implementing Network/IP communications. The costs of this hardware shall be quoted and billed to Customer by FleetCor, or Customer can purchase the equipment needed directly from the recommended technology provider (ControlScan).
 - (iii) There will be a required monthly service fee from technology vendor (ControlScan) to provide a Secure Payment Gateway (SPG) service. Customer shall establish an account directly with ControlScan for this service.
 - (iv) For Fuel Control Terminals owned by ASC Members, upgrades to Fuel Control Terminal Equipment necessary for transition to Network/IP Processing to the Fuelman authorizer instead of typical analog phone line connectivity.
- (c) Electronic Pulsars installed on all petroleum dispensing equipment suitable for the use contemplated in this bid enabling the contractor's FCT/Island Card Reader to track product flow through the Customer's dispenser meters. The Customer will be responsible for maintenance of the Pulsars and/or meters in its fuel dispensing equipment including meter calibrations as may be determined necessary from time to time.

- (d) Customer owned Automatic Tank Gauging (ATG) equipment that is currently installed, owned and maintained by Customer. Customer shall be responsible for maintenance of the ATG equipment including ATG Probes, communication ports on the devices and all required communication lines to the ATG equipment. The Contractor or Fuel Supplier shall be allowed to dial into Customer's ATG devices to capture tank inventory readings. For sites with aboveground tanks that utilize Centeron or similar monitoring equipment, Customer shall be responsible for any subscription fees to the manufacturer required to monitor inventories.
- (e) For sites where volume does not qualify for FCT equipment provided by FLEETCOR, Customer shall purchase and own FCT/Island Card Reader (ICR) equipment. Customer shall be responsible for all maintenance (including Extended Maintenance or Support Fees) as might be determined necessary or desirable from the original equipment manufacturer.

7.2.16. MAINTENANCE OF EQUIPMENT AND CALIBRATION.

FLEETCOR or its fuel supplier shall be responsible for maintaining (other than Equipment calibration) its Equipment as required in good working order. However, if any FLEETCOR or fuel supplier owned Equipment fails to be in good working order as a result of any vandalism or misuse of the Equipment or the result of "acts of God" (such as lightning strikes, tornadoes and similar occurrences), then the Customer shall be solely responsible for the cost of any necessary repairs. Customer shall be responsible for insuring the Equipment against such occurrences if necessary. Customer will be responsible for maintaining the calibration of all fuel dispensing or pumping equipment including meter and pulsar calibration. If Contractor determines it is necessary to provide calibration services, Customer will be responsible for all additional charges and fees associated therewith. Customer shall be responsible for maintenance of all other Customer owned equipment and shall ensure such equipment remains in good working order such as to not prevent On-Site Access Card Transactions. FLEETCOR or its fuel supplier shall provide all contact information for reporting equipment related problems or fuel delivery questions or problems.

In the event that Equipment malfunctions or fails, or in the event of fuel delivery problems or requests, Customer shall notify FLEETCOR's Fuel Supplier within 24 hours of the equipment malfunction or problem. With sites supplied by Mansfield Oil the following contact information would prevail however the contact numbers would change for any other fuel suppliers used by FLEETCOR.

- During normal business hours, 8:00 a.m. to 5:00 p.m. EST, Customer may reach FLEETCOR's Fuel Supplier's Monitoring Center Personnel at **Mansfield Oil at 800-843-0134, ext. 2122 or 2123.**
- Outside of normal business hours, Customer should contact **Mansfield Oil's** Monitoring Center at **678-414-5625**.

Regardless of fuel supplier, an Email or phone communication regarding any equipment or fuel delivery problems to FLEETCOR's assigned business manager over consigned fuel supply is recommended. This should be reported to:

- **Alice Hafkey at (630) 698-5104 or ahafkey@fleetcor.com.** Alice works closely with the fuel supplier to make sure all equipment or fuel delivery problems are addressed.

7.2.17. MORE INFORMATION REGARDING FUEL CONTROL TERMINALS AND FUEL SITE AUTOMATION.

The brand of Fuel Control Terminal that FLEETCOR typically utilizes is our own Comdata

SmartSite equipment, or our system works well with FuelMaster[®] manufactured by Syn-Tech Systems, Inc.

The expected time frame from start to finish for purchasing and installing FCT equipment and implementing consigned inventory services would typically be about 7 or 8 weeks. A site survey should be completed by the Customer prior to equipment order, then FLEETCOR orders equipment, delivery of equipment to the installer usually occurs within 6 weeks (usually quicker). Installation is scheduled immediately upon receipt of equipment.

The expected downtime for the refueling location when equipment is installed is a day or less. This is provided all necessary electrical wiring by Customer is in place. If fuel site has never had FCT equipment installed and extensive wiring is required, FLEETCOR will provide the wiring schematics to Customer so that it can have this portion of the job completed prior to scheduled FCT equipment installation date. Typically, if an FCT device has been installed previously, the wiring can be utilized however this must be determined with each location. The communication line (i.e. Ethernet cable) or cellular data plan, modem and ControlScan equipment must be at the location (by Customer) prior to date of equipment installation.

The Start-up Fee for locations installed or started up by FLEETCOR under this Solicitation is **\$2,500** per FCT (location). This start-up fee would apply to either consigned or memo tracking sites where FLEETCOR handles the startup. FLEETCOR will utilize accredited and properly insured petroleum equipment installers for installing the FCT equipment.

EXHIBIT 3

NOVEMBER 9, 2021 NOTICE OF AWARD LETTER FROM REGION 4 ESC

{Insert Copy of Region 4 ESC Notice of Award on next page}



November 9, 2021

Mr. Randy Morgan
rmorgan@comdata.com
Chief Operating Officer
FleetCor Technologies, Inc. through its subsidiaries:
FleetCor Technologies Operating Company, LLC and Comdata, Inc.
3280 Peachtree Road, Suite 2400
Atlanta, GA 30305

Re: Award of Contract #R211101

Dear Mr. Morgan:

Per official action taken by the Board of Directors of Region 4 Education Service Center on October 26, 2021, we are pleased to announce that FleetCor Technologies, Inc. through its subsidiaries: FleetCor Technologies Operating Company, LLC and Comdata, Inc. has been awarded an annual contract for the following, based on the sealed proposal (RFP #21-11) submitted on August 24, 2021:

Commodity/Service

Supplier

Fuel Card Services and Related Products

FleetCor Technologies, Inc. through its subsidiaries:
FleetCor Technologies Operating Company, LLC and
Comdata, Inc.

This contract is effective January 1, 2022 and will expire on December 31, 2024. As indicated above, your contract # is R211101. This contract may be renewed annually for an additional two (2) years if mutually agreed upon by Region 4 ESC/OMNIA Partners, Public Sector and FleetCor Technologies, Inc. through its subsidiaries: FleetCor Technologies Operating Company, LLC and Comdata, Inc.

Your participation in the proposal process is appreciated and we look forward to a successful partnership. Please feel free to provide copies of this letter to your sales representative(s) to assist in their daily course of business.

If you have any questions, please contact Christine Dorantes, the Contract Manager assigned to your contract, at (615) 431-8182 or christine.dorantes@omniapartners.com.

Sincerely,

DocuSigned by:

30EE15BFEF1C4C6...

Robert Zingelmann
Chief Financial Officer, Finance and Operations Services



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

Mark Roberts
Printed Name

January 25, 2022
Date

FleetCor Technologies Operating
Company, LLC d.b.a. Fuelman

Company Name

Director, Bids & Contracts
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:
 2022-843575

Date Filed:
 01/25/2022

Date Acknowledged:

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

FleetCor Technologies Operating Company, LLC d.b.a. Fuelman
 Atlanta, NC 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.

R211101
 Fuel Card 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 Mark Roberts, and my date of birth is April 11, 1962.

My address is 543 Cox Road, Suite C-2, Gastonia, NC, 28054, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Gaston County, State of North Carolina, on the 25th day of January, 20 22.
(month) (year)


 Signature of authorized agent of contracting business entity
 (Declarant)



RENEWAL OF FUEL SERVICES CONTRACT

RS-22-040

March 15, 2022

Background

- ❑ The FleetCor fuel services contract enables fuel to be purchased throughout the city and nationwide at discount pricing
- ❑ Provides fuel card management program to allow fuel to be purchased at Fleet Services and throughout the city
- ❑ Includes purchasing controls, reporting, and online account management
- ❑ FleetCor contract ends March 31, 2022
- ❑ Renewed contract effective through December 2026

Fuel Cost

3

- On-Site Pricing (above rack price)
 - ▣ Unleaded and diesel at \$0.075/gal.
- Off-Site Pricing
 - ▣ Unleaded rebate at \$0.04/gal.
 - ▣ Diesel rebate at \$0.08/gal.
- Annual savings vs. retail pricing estimated to be \$50,765
- Estimated to use 754,000 gallons of fuel at a cost of \$2.5 million in FY 2022

Alternatives

4

- Do not renew the contract with FleetCor for fuel services
- Renew the contract with FleetCor for fuel services

Recommendation

5

City Council authorize the renewal of the City's fuel services contract with FleetCor Technologies Operating Company, LLC., in the amount not to exceed \$2.5 million per year



City of Killeen

Legislation Details

File #: RS-22-041 **Version:** 1 **Name:** Senior Advisory Board
Type: Resolution **Status:** Resolutions
File created: 3/7/2022 **In control:** City Council Workshop
On agenda: 3/15/2022 **Final action:**
Title: Consider a memorandum/resolution removing members and appointing new members to the Senior Citizens Advisory Board.
Sponsors: City Council
Indexes:
Code sections:
Attachments: [Staff Report](#)

Date	Ver.	Action By	Action	Result
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STAFF REPORT

DATE: March 15, 2022

TO: Kent Cagle, City Manager

FROM: Traci Briggs, City Attorney

SUBJECT: Removal and Appointment of Members to the Senior Citizens Advisory Board

BACKGROUND AND FINDINGS:

The City Council Senior Citizens Advisory Board sub-committee members have requested to discuss and consider the removal of member(s) from the Senior Citizens Advisory Board and to make new appointments to the board.

Current Member	Appointed	Term (3-Year)
Bill Barker	2018*	2019 - 2022
Patricia Holland	2021*	2019 - 2022
Betty Kimbrough	2021*	2019 - 2022
Patsy Bracey	2017	2020 - 2023
Lee Choe	2021*	2020 - 2023
Emilio Fenderson	2018*	2020 - 2023
Bear Jones	2021*	2020 - 2023
Deborah Voight	2019*	2020 - 2023
Barbara Henke	2019*	2021 - 2024
Mary Taylor	2019*	2021 - 2024
Holly Teel	2021	2021 - 2024

*Appointed to fill an unexpired term.

THE ALTERNATIVES CONSIDERED:

No alternatives have been considered.

Which alternative is recommended? Why?

N/A

CONFORMITY TO CITY POLICY:

This action conforms to city ordinances and policies.

FINANCIAL IMPACT:

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

There are no expenditures related to the removal/appointment of board and commission members.

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:

It is recommended that the City Council discuss and consider the removal and appointment of Senior Citizens Advisory Board member(s).

DEPARTMENTAL CLEARANCES:

N/A

ATTACHED SUPPORTING DOCUMENTS:

N/A



City of Killeen

Legislation Details

File #: DS-22-030 **Version:** 1 **Name:** Receive P&Z Update
Type: Discussion Items **Status:** Discussion Items
File created: 2/22/2022 **In control:** City Council Workshop
On agenda: 3/15/2022 **Final action:**
Title: Receive P&Z Update
Sponsors: Development Services
Indexes:
Code sections:
Attachments: [Presentation](#)

Date	Ver.	Action By	Action	Result
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PLANNING & ZONING COMMISSION
QUARTERLY UPDATE

DS-22-030

March 15, 2022

Planning & Zoning Commission Briefing

2

- The Planning and Zoning Commission meets the first and third Monday of every month, barring holidays.
- The Commission begins its workshop at 4:00 p.m., followed by a regular meeting at 5:00 p.m.
- The last Quarterly Update was provided to the Council on September 21, 2021.
- Since that time, the Planning and Zoning Commission has conducted nine (9) meetings.

Planning & Zoning Commission Briefing

3

- Since October 1, 2021, the Commission has reviewed:
 - ▣ Five (5) Preliminary Plats;
 - ▣ Four (4) Final Plats;
 - ▣ Twenty-six (26) zoning requests;
 - ▣ Ten (10) Future Land Use Map (FLUM) amendment requests;
 - ▣ One (1) Subdivision Variance; and
 - ▣ Two (2) amendments to the Code of Ordinances.

Approved Plats

4

- 652 residential lots have been Preliminary Platted:
 - ▣ 499 are within City limits; and
 - ▣ 153 are in the ETJ.

- 9 lots have been Final Platted:
 - ▣ 4 Residential within City limits; and
 - ▣ 5 Commercial within City limits.

Approved Plats

5

□ Preliminary Plats:

- Herring Legacy Estates, Phases 2, 3 & 4 (313 residential lots)
- Stringer Street Development (7 residential lots)
- Heartland Ranch (137 residential lots) – ETJ
- South Shore Estates (16 residential lots) – ETJ
- Mesa Verde Estates (179 residential lots)

□ Final Plats:

- CVS Bunny Trail Addition Amended No. 2 (5 commercial lots)
- Herring Legacy Estates, Phase One, Replat No.1 (1 residential lot)
- Herring Legacy Estates, Phase One, Replat No.2 (1 residential lot)
- Herring Legacy Estates, Phase One, Replat No.3 (2 residential lot)

FLUM Amendment Requests

6

□ Ten (10) FLUM amendment requests:

1. FLUM21-03: 7.4 acres from 'R' to 'GR' (W. Stan Schlueter) – Recommended approval on 10/4
2. FLUM21-07: 10.56 acres from 'GR' to 'GC' (Cunningham Rd.) – Recommended approval on 10/4
3. FLUM21-08: 5.346 acres from 'SC' to 'GR' (Clear Creek Rd.) – Recommended approval on 10/4
4. FLUM21-09: 9.147 acres from 'R' to 'GR' (Pinar Trail) – Recommended approval on 11/1; withdrawn
5. FLUM21-11: 80.905 acres from 'R' & 'SR' to 'GR' (Clear Creek Rd.) – Recommended approval on 1/3
6. FLUM21-12: 4.586 acres from 'R' & 'SC' to 'GR' (Golden Gate Dr.) – Recommended approval on 1/3
7. FLUM22-07: 2.90 acres from 'SC' to 'GR' (Clear Creek Rd.) – Recommended disapproval on 2/7; withdrawn
8. FLUM22-08: 0.22 acres from 'R-MIX' to 'GC' (Tank Battalion Ave.) – Recommended approval on 2/7
9. FLUM22-10: 9.147 acres from 'R' to 'GR' (Pinar Trail) – TBD on 3/7
10. FLUM22-11: 9.620 acres from 'GR' to 'MFR' (Atkinson Avenue) – TBD on 3/7

Zoning Cases

□ Twenty-six (26) zoning cases:

1. Z21-14: 7.4 acres to “R-1” (W. Stan Schlueter) – Recommended approval on 10/4
2. Z21-28: 1.523 acres “B-5” (N. 8th St.) – Recommended approval on 11/1
3. Z21-29: 24.61 acres to “R-2”/ “B-5” (Cunningham Rd.) – Recommended approval on 10/4
4. Z21-30: 5.346 acres to “R-MP” (Clear Creek Rd.) – Recommended approval on 10/4
5. Z21-31: 0.2 acres to “R-2” (Wood St.) – Recommended approval on 10/4
6. Z21-32: 12 acres to “R-2” (Anna Lee Dr.) – Recommended approval on 10/18
7. Z21-33: 9.147 acres to “RT-1” (Pinar Trail) – Recommended approval on 11/1; withdrawn
8. Z21-34: 0.2 acres to “R-2” (Hillside Dr.) – Recommended approval on 11/15
9. Z21-35: 5.529 acres to “B-5” (W. Stan Schlueter) – Recommended approval on 11/15
10. Z21-37: 0.122 acres to “R-1” (Stringer St.) – Recommended approval on 12/6

Zoning Cases

□ Twenty-six (26) zoning cases:

11. Z21-38: 0.258 acres to “R-2” (W. Avenue I) – Recommended approval on 12/6
12. Z21-39: 0.155 acres to “R-2” (N. 10th St.) – Recommended approval on 12/6
13. Z21-40: 0.436 acres to “R-2” (N. 8th St.) – Recommended approval on 12/6
14. Z21-41: 80.905 acres to “PUD W/SF-2” (Prewitt Ranch Rd.) – Recommended approval on 12/20
15. Z21-43: 0.190 acres to “R-2” (E. Avenue G) – Recommended approval on 12/20
16. Z21-44: 1.798 acres to “B-5” (E. CTE) – Recommended approval on on 12/20
17. Z21-45: 4.586 acres to “R-2” (Clear Creek Rd.) – Recommended approval on 1/3
18. Z22-07: 0.22 acres to “B-5” (Tank Battalion Ave.) – Recommended approval on 2/7
19. Z22-08: 0.776 acres to “R-1” (Trimmier Rd.) – Recommended approval on 2/7
20. Z22-09: 3.04 acres to “B-4” (W. Stan Schlueter) – Recommended approval on 2/7

Zoning Cases

□ Twenty-six (26) zoning cases:

21. Z22-11: 9.147 acres to “R-1” (Pinar Trail) – TBD on 3/7
22. Z22-12: 9.62 acres to “R-3A/PUD” (Atkinson Ave.) – TBD on 3/7
23. Z22-13: 1.516 acres to “B-3” (Featherline Rd.) – TBD on 3/7
24. Z22-14: 0.11 acres to “R-1” (N. 18th St.) – TBD on 3/7
25. Z22-15: 0.3375 acres to “R-2” (Turner Ave.) – TBD on 3/7
26. Z22-16: 6.430 acres to “B-1” (Little Nolan Rd.) – TBD on 3/7

Code Amendments

- Two (2) amendments to the Code of Ordinances:
 1. Chapter 31 – Architectural and Site Design Standards
 2. Chapter 31 – Allowing bars and taverns within the HOD

Ongoing Work Efforts

- The Commission is also engaged in ongoing discussions regarding:
 - ▣ The Comprehensive Plan
 - ▣ Proposed Amendments to Ch. 26 – Subdivisions (pending stakeholder meetings):
 - Traffic Impact Analysis (TIA) standards;
 - Reduced street widths;
 - HOA requirements; and
 - Street tree standards.
 - ▣ Proposed Amendments to Chapter 31 – Zoning (pending stakeholder meetings):
 - FLUM amendment criteria and process;
 - Public notification requirements; and
 - Fencing standards.

Questions/Comments

- The Planning and Zoning Commission will continue to do its part to facilitate Killeen's vision for the future and is looking forward to working with the Council, City staff and all citizens.
- I am available for any questions or comments that you may have.



City of Killeen

Legislation Details

File #: DS-22-031 **Version:** 1 **Name:** Discuss Habitat Preservation Plan
Type: Discussion Items **Status:** Discussion Items
File created: 3/1/2022 **In control:** City Council Workshop
On agenda: 3/15/2022 **Final action:**
Title: Discuss Habitat Preservation Plan
Sponsors: City Manager Department
Indexes:
Code sections:
Attachments: [Presentation](#)

Date	Ver.	Action By	Action	Result
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US FISH & WILDLIFE COOPERATIVE ENDANGERED SPECIES CONSERVATION FUND ('CESCF') GRANT

COMMISSIONERS COURT

REGULAR MEETING

SEPTEMBER 27, 2021

D. BLACKBURN
COUNTY JUDGE



BACKGROUND

- April 27, 2021 ... County Judge receives a call from US Fish & Wildlife that Bell County is now a “county of interest” as it relates to listed and/or candidates species associated with Karst geological formations that occur in Bell County
- Short version ...
 - Karst formations are geological formations where species of invertebrates live , typically caves and such
 - The invertebrates that live in these formations are ‘trogllobites’ , meaning the species live their entire life in underground habitats



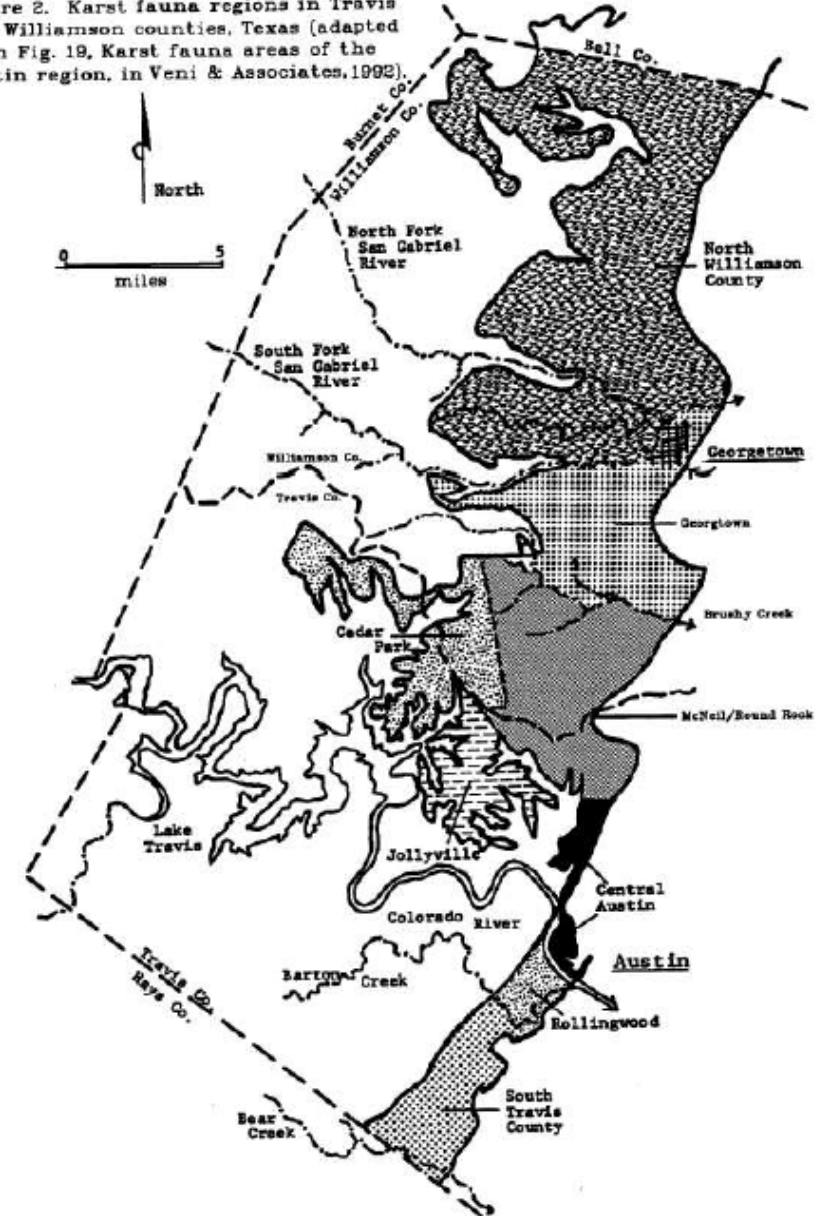
BACKGROUND (CON'T)

- US Fish & Wildlife has been in the process of mapping where these troglobites live (and where they might live) since at least the 1990's
- This was a map of 'Karst Fauna Regions' dated 1994 ...

KFRs & Zones – A Brief History

- + Travis and Williamson Counties Recovery Plan (1994)
 - Adapted 11 KFAs into 8 Karst Fauna Regions
 - Used as Recovery Units for the species

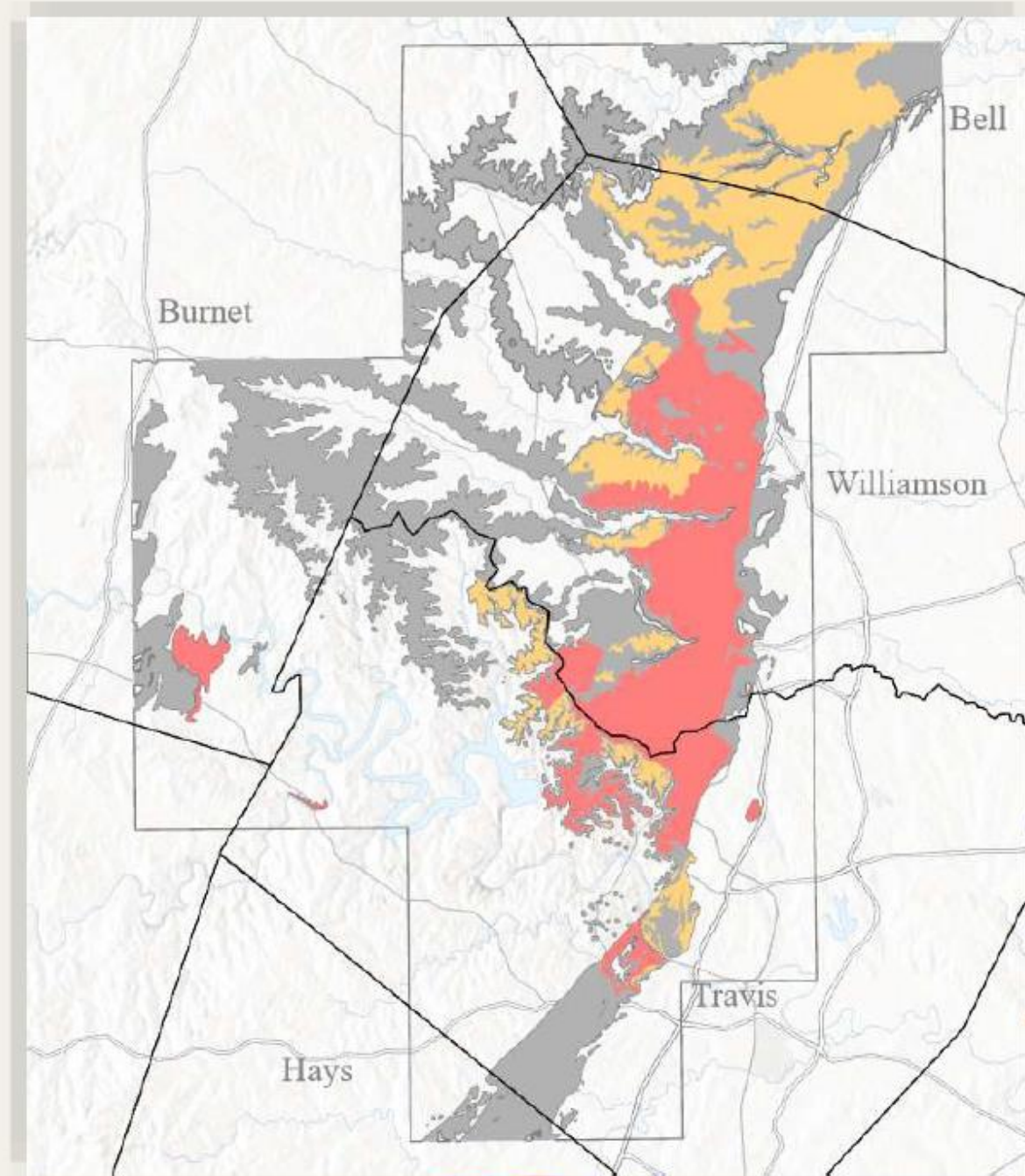
Figure 2. Karst fauna regions in Travis and Williamson counties, Texas (adapted from Fig. 19, Karst fauna areas of the Austin region, in Veni & Associates, 1992).



KFRs & Zones – A Brief History

+ Veni and Martinez 2007

- Provided updated karst zones in GIS
- Provided separate files for rare species and endangered species karst zones
 - Zone 1 - areas known to contain endangered cave fauna;
 - Zone 2 - areas having a high probability of suitable habitat for endangered invertebrate cave fauna
 - Zone 3 - areas that probably do not contain endangered cave fauna
 - Zone 4 - areas which do not contain endangered cave fauna.



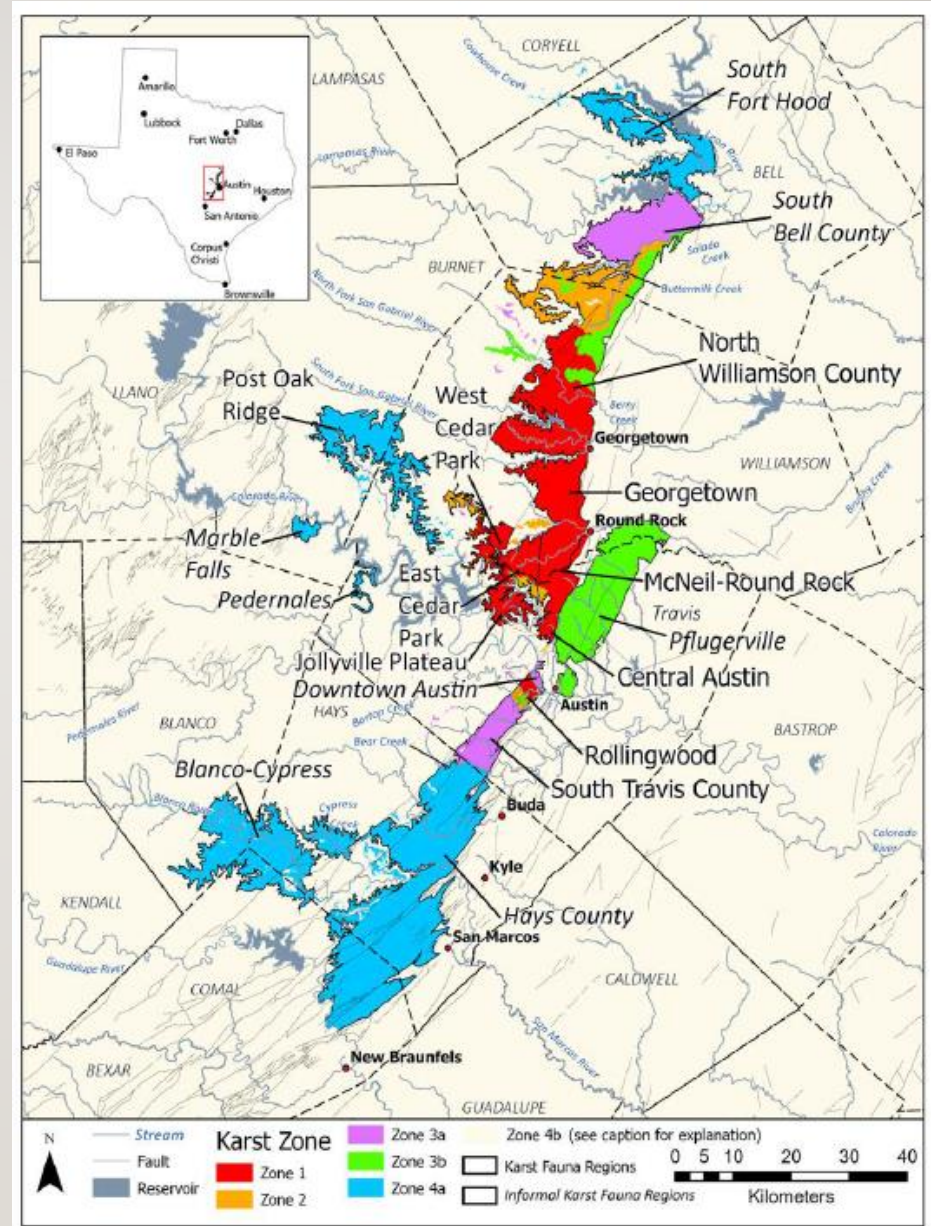
Veni and Jones 2021

- + Veni, G and M. Jones. 2021. Statistical Analysis and Revision of Endangered Karst Species Distribution, Austin Area, Texas. National Cave and Karst Research Institute Report of Investigation 10. Carlsbad, New Mexico. 58 pp.
- + Update and revise Karst Fauna regions and karst zones
- + Considered modeling geology, hydrology, cave microclimates, surface climate, vegetation, and soils but most didn't have sufficient data or the needed resolution
- + Reversed analysis:
 - Determined and analyzed the range of distribution for each species
 - Clusters of multiple range margins were interpreted to reflect the presence of a barrier or restriction for species distribution
 - Looked for geologic contacts, faults, streams, soils or other factors within the area where the range margins clustered

2021 KARST ZONE MAP

19 'MOSTLY DISTINCT' REGIONS

(UP FROM THE 8
REGIONS IDENTIFIED IN
THE 1994 MAP)



SO, WHAT DOES IT ALL THAT MEAN FOR BELL COUNTY (AND OTHERS) ?

- It is clear that the reach of the ESA continues to expand
- Not a question of if listed or threatened or endangered species are going to be found in our community ... simply a question of when
- The real question is how can we best prepare for and manage for a listed species in order to protect the species and continue to allow for the growth and development of our community
- We need to start a frank discussion about habitat conservation plans ('HCP')

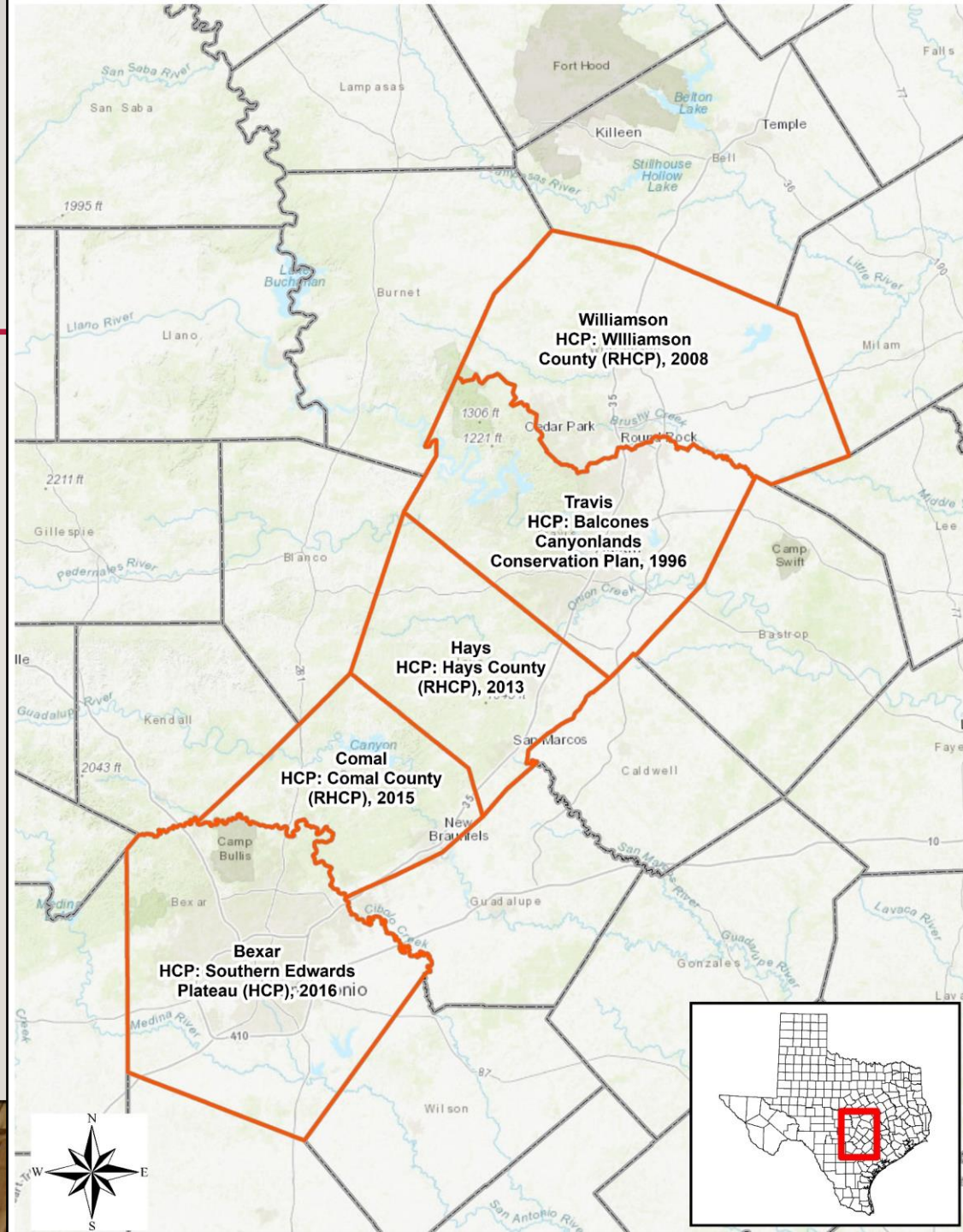


WHAT IS AN HCP ?

- HCP's are a required part of an application for an 'incidental take permit' under the Endangered Species Act...a permit that must be issued by Fish to private and/or public entities that undertake projects (i.e., road projects, subdivision projects) that might result in the disturbance or destruction of an endangered or threatened species
- Short version of how a typical HCP works
 - Geographic area for coverage of the HCP is identified
 - Species are identified that will be covered in the HCP
 - Mitigation strategies are identified (to include land acquisition) and executed over 30-year timeframe



EXAMPLES OF OTHER HCPS





STAKEHOLDER MEETINGS OUTCOME ... TO DATE

- Pursue a Cooperative Endangered Species Conservation Fund (CESCF) grant application with US Fish to support the development and implementation of an HCP for Bell & Coryell counties
- Pursue an MOU and/or Interlocal Agreement between all interested stakeholders to identify structure, management and funding for the development and implementation of an HCP for Bell & Coryell counties



CEDCF GRANT FOR DEVELOPMENT & IMPLEMENTATION OF AN HCP

- The CESCFC grant program is an annual, competitive process
- The CESCFC grant application 'window' is January to March each year
- Historically, around \$10,000,000 is available for grants nationwide
- The maximum award any applicant might receive is \$1,000,000
- In FY2019 (last granting process), grant awards ranged from \$358,000 to \$1,000,000
- US Fish has indicated we are in a 'favorable' position for this next grant cycle



CESCF GRANT

- CESCF grant is a 75/25 grant ... 25% of the match must come from the applicant
- 25% match may be 'in kind' ... prior successful grantee's submitted consultant time as 'in kind' match
- Assistance is needed to put the grant application together ... an outside consultant (whose services would be part of the grant application)
- Estimated time for the consultant to put together the application is about 60-90 days



Bat Cave Spider

Bee Cave Harvestman Spider



Coffin Cave Mold Beetle



City of Killeen

Legislation Details

File #: DS-22-032 **Version:** 1 **Name:** Ordinance amending Chapter 26, Division VI-Traffic Impact Analysis
Type: Discussion Items **Status:** Discussion Items
File created: 3/4/2022 **In control:** City Council Workshop
On agenda: 3/15/2022 **Final action:**
Title: Discuss Ordinance Amending Chapter 26, Division VI-Traffic Impact Analysis
Sponsors: Engineering, Development Services
Indexes:
Code sections:
Attachments: [Draft Ordinance](#)
[Presentation](#)

Date	Ver.	Action By	Action	Result
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AN ORDINANCE AMENDING CHAPTER 26 OF THE CODE OF ORDINANCES OF THE CITY OF KILLEEN; PROVIDING FOR AMENDMENTS TO THE CITY'S SUBDIVISION AND PROPERTY DEVELOPMENT REGULATIONS; ADDING STANDARDS FOR TRAFFIC IMPACT ANALYSES; PROVIDING FOR THE REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, the City of Killeen, Texas is a home-rule city acting under its charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code;

WHEREAS, the City of Killeen has declared the application and enforcement of the City's subdivision and development regulations to be necessary for the promotion of the public safety, health, convenience, comfort, prosperity and general welfare of the City; and,

WHEREAS, the City Council desires to amend subdivision and development regulations to promote the health, safety, morals, or general welfare of the municipality and the safe, orderly, and healthful development of the municipality;

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

SECTION I. That Chapter 26 of the City of Killeen Code of Ordinances is hereby amended as follows:

ARTICLE I. – IN GENERAL

Sec. 26-2. Definitions.

The following words, terms, and phrases, when used in this chapter, shall have the meaning ascribed to them in this section, except where the context clearly indicates a different meaning. Words not specifically defined shall have the meanings given in Webster's Ninth New Collegiate Dictionary, as revised.

Level of Service (LOS) shall mean a qualitative measure of roadway capacity and intersection delay as set forth in the edition of the Highway Capacity Manual approved by the City Engineer.

Traffic Impact Analysis (TIA) shall mean a specialized engineering study that determines the potential traffic impacts of a proposed traffic generator or development.

ARTICLE IV. – STANDARDS AND REQUIREMENTS

DIVISION 5. RESERVED

Secs. 26-128—26-179. Reserved.

DIVISION 6. TRAFFIC IMPACT ANALYSIS

Sec. 26-180. When required.

- (a) A Traffic Impact Analysis (TIA) shall be submitted to and approved by the City Engineer prior to any application for a final plat, commercial site plan, or Building Permit where a change of use will generate additional traffic in excess of 2,000 average daily trips or 100 peak hour trips, as based upon the edition of the Institute of Transportation Engineers (ITE) Trip Generation Manual approved by the City Engineer. A completed Traffic Impact Analysis Threshold Worksheet shall be submitted with all Preliminary Plat applications, initial permit applications for commercial, and change of use permits. In the event the project is adjacent to a TXDOT jurisdictional roadway and requires a TIA for their approval, the scope of the TIA shall be discussed in the scoping meeting and shall address requirements from both the City and TXDOT. Only one TIA shall be created for a development with TXDOT involvement.

Sec 26-181. Study scope.

- (a) When a TIA is required, the scope of the analysis shall be determined during a scoping meeting with the City Engineer. The City Engineer may involve representatives of or request assessments from other agencies and departments. The elements to be determined during the scoping session shall include the following:
- (1) Impact Area: The points of access and key streets and intersections that may be affected by development of the subject tract constitute the impact area. Traffic recorder and turning movement assessment locations shall be determined.
 - (2) Adjacent Developments: The TIA shall include traffic being generated by adjacent developments at a maximum of one-half (1/2) mile of the development boundaries that will be utilizing any street infrastructure or if the adjacent development is in the jurisdiction of another City or ETJ, the applicant must include that area in its TIA scope. Adjacent developments shall include developments that have been approved, conditionally approved, or approved with a preliminary plat.
 - (3) Periods of analysis: This shall include average daily traffic, peak AM and PM, or weekend peak hour, if found to be higher than the weekday.

- (4) Scenarios for analysis: These include existing conditions, opening year conditions with and without development, and five (5) years after opening with and without development if the study includes a signal warrant study.
 - (5) Process for determining trip generation and distribution: This process should include trip generation category, diversion assumptions, distribution assumptions, and capacity analysis.
 - (6) Rate of growth: The rate of growth assumed in background traffic assumptions shall follow industry standards per the Texas Department of Transportation and the Texas Transportation Institute when local values are not available.
- (b) If a TIA is required, it shall be based on the ITE Manual, prepared in accordance with standard transportation engineering practices for purposes of determining the adequacy of the road network to serve the proposed development, and whether off-site road dedication and improvements should be made to mitigate the effects of the development proposed in the application.
 - (c) An initial TIA worksheet or abbreviated report shall be approved by the City Engineer prior to submittal of a preliminary plat. An updated and/or final TIA shall be approved prior to the approval of the final plat and shall be generally consistent with the initial TIA. The final TIA shall be updated whenever a subdivision plat or site plan is modified to authorize more intensive development that generates increased traffic beyond what was stated in the initial report. In the event the traffic condition surrounding a development has changed from what was included in the TIA that shows a decrease in traffic, it shall be the discretion of the applicant to submit a revision to the TIA.

Sec 26-182. Traffic Impact Analysis elements.

When a TIA is required, the following items shall be included in the submitted report:

- (a) An existing condition analysis of the transportation system, which includes the following:
 - (1) The street system shall be described including geometric features lane usage traffic control, signage, sight distances and adjacent uses and curb cuts.
 - (2) Existing traffic volumes shall be provided for the impact area including both ADT (average daily traffic) and “Design” peak hour volumes when available. ADT shall be derived from the latest available counts taken by the City and/or the Texas Department of Transportation. If unavailable, field counts can be used to determine the ADT. Peak hour volumes shall be obtained from field counts. Data shall be adjusted for daily and seasonal variations. Turning movement counts for the peak hour shall be provided for critical intersections. Peak hour periods shall be as determined at the scoping meeting.
 - (3) Existing capacity analysis of signalized and un-signalized intersections shall be provided. The analysis shall state the existing Level of Service (LOS) of all intersections in the study.
 - (4) Other items may be required at the discretion of the City Engineer depending upon the type and scale of the project. These may include, but are not limited to, queue length analysis, pedestrian counts, accident data, traffic speeds (both 50th and 85th percentile), and stopping sight distances. Items that will be required shall be discussed and agreed upon in the scoping meeting.
- (b) A calculated future condition of the transportation system without development, which includes the following:
 - (1) Capacity analysis for opening year plus five (5) years for key intersections, and roadway segments where appropriate, without the development but including any planned developments shall be provided. The analysis shall be based upon the edition of the Highway Capacity Manual approved by the City Engineer, or other methodologies approved in advance by the City Engineer. The

analysis shall state the future LOS for all intersections within the study. In the event the City has adopted a Transportation Demand Model, the analysis shall be consistent with the methodologies and processes of said model. The City shall provide necessary model information at the scoping meeting for use by the developer to create a TIA.

- (c) A calculated condition of the future transportation system with development at the estimated time of opening year which includes the following:
 - (1) Projections of the daily and peak hour traffic generation of the project shall be made using the ITE Trip Generation Manual unless the City Engineer determines that locally derived data will provide more accurate forecasts. Data from similar facilities may be used where the information is not available from ITE.
 - (2) The projected trips shall be distributed onto the road network as agreed in the scoping meeting.
 - (3) Capacity analysis for opening year and plus five (5)-years for key intersections if a warrant study is required. The analysis shall state the future LOS for all analysis intersections within the study. In the event the City has adopted a Transportation Demand Model, the analysis shall be consistent with the methodologies and process of said model. The City shall provide necessary model information at the scoping meeting for use by the developer to create a TIA.
 - (4) Special analysis as may be required to determine warrants for signalization, minimum safe sight distances, gap analysis, turning radius requirements, queue length analysis, turning lane length analysis, curb cut locations or similar requirements shall be provided.
- (d) Mitigation Plan of the transportation system as a result of the study.
 - (1) The TIA shall identify any transportation improvements needed to maintain a LOS D or better as a result of the proposed development. Where the existing LOS is below D, the TIA shall clearly state necessary improvements needed to match the existing conditions, and also obtain a LOS D that includes the increased traffic from the development. Where the analysis indicates that the project will create deficiencies in the impact area as a result of the development, improvements shall be recommended and include projected cost estimates. Cost estimates shall include right-of-way acquisition, utility relocation, and transportation facility design and construction. All cost estimates shall be approved by the City Engineer or the City Manager or his/her designee prior to acceptance of the TIA. The design of improvements shall be in accordance with the standard details and specifications of the City of Killeen and, where appropriate, the Texas Department of Transportation. The mitigation plan shall also include any dedications necessary to comply with the City Minimum Road Standards. Where the final approval authority for any procedure determines that a mitigation plan is not adequate to address the traffic impacts of the project, it may serve as a basis for denial of the permit or subdivision plat.

Sec. 26-183. Level of Service Standards.

In conducting the TIA in accordance with this Division, the intersection and roadway segment LOS standard shall be a minimum of D.

Sec. 26-184. Consultants.

The City may require an independent licensed professional traffic engineer to review of all or part of the TIA submitted by the applicant.

Sec. 26-185. City evaluation and action.

The City shall evaluate the adequacy of the TIA prepared by the applicant. Based upon such evaluation, the City shall determine (1) whether the application may be approved in the absence of dedication of rights-of-way or construction of improvements to each affected roadways and (2) the extent of the applicant's obligations to make such dedications or improvements. If additional dedication or improvements are necessary, as determined by the TIA, the City shall condition the approval of the application on one or more of the following performances by the applicant:

- (a) Delay or phasing of development until roadways with adequate capacity or intersection improvements are constructed.
- (b) A reduction in the density or intensity of the proposed development sufficient to assure that the road network has adequate capacity to accommodate the additional traffic to be generated by the development.
- (c) The dedication or construction of roadways or traffic control improvements needed to mitigate the traffic impacts generated by the proposed development.

Sec. 26-186. Deferral of obligation.

Upon request of the applicant or property owner, the obligation to dedicate or improve roadway rights-of-way or to make intersection improvements imposed on an application may be deferred to a later stage and/or phase of the development process. As a condition of deferring the obligation to dedicate rights-of-way for or to improve roadways, which deferral shall be at the sole discretion of the City, the City may specify the amount and timing of the rights-of-way dedication or improvements to roadways. This section does not create an obligation to make improvements before the obligation is triggered under the TIA.

Sec. 26-187. Cash contributions.

The developer may propose to make equivalent cash contributions in lieu of the obligation to improve roadways. Any funds accepted by the City shall be earmarked for construction of the improvements for which the contribution was made. Funds shall be due prior to the final acceptance of the phase of development or Certificate of Occupancy (CO) requiring traffic mitigation as described in this Division. On the request of an applicant, the City shall refund the contribution or part of the contribution that is not spent as authorized within ten (10) years from the date of payment.

Sec 26-188. Options.

Whenever the proposed development's share of the costs of a thoroughfare or traffic control improvement needed to mitigate traffic generated by the development is less than 100 percent, the City in its sole discretion may do the following:

- (a) Participate in excess costs; or
- (b) Aggregate the costs of improving the multiple roadways or intersections identified in the Traffic Impact Analysis and require improvements to only some of the roadways or intersections affected by the development; or
- (c) Cooperate with the developer in the use of its governmental powers to assist in the timely and cost-effective implementation of improvements. Assistance shall not mean financial aid in the actual easement/right-of-way acquisition, construction, or engineering costs. Specifically, the City may:
 - (1) Assist in the acquisition of necessary right-of-way and easements;

- (2) Assist in the relocation of utilities;
- (3) Assist in obtaining approvals from Bell County; and/or
- (4) Assist in obtaining approvals from TXDOT.

This section does not create an obligation for the applicant to dedicate or construct an improvement that is not proportional to the impact of the proposed development.

Sec. 26-189. Exemptions

The City Manager or his/her designee may waive the requirement to require a TIA for the following area(s):

- a) Special parking district “A” as described in Sec. 31-488(8); and
- b) Developments located outside the City limits and within the ETJ, unless required by Bell County.

For developments adjacent to a known required improvement, the developer shall work with the City to determine the required mitigations.

Sec. 26-190. Appeal of road adequacy conditions.

An applicant may appeal the following decisions under this Division to the City Manager or designee:

- (1) Denial of application resulting from a determination that the Mitigation Plan was insufficient.
- (2) Some or all of the conditions required by the TIA for approval of the application.
- (b) The appeal may also allege that the imposition of the conditions deprives the owner of the economically viable use of the land, or of a vested property right.
- (c) The appellant shall provide a study in support of the appeal including information that includes the total vehicle miles of road capacity utilized by the proposed development, employing average trip length and equivalency Tables. The appellant shall provide the total vehicle miles of road capacity supplied by proposed dedications of rights-of-way or improvements to roadways.
- (d) The City Manager or designee shall consider the appeal and determine whether the street or traffic control dedication and construction requirements are roughly proportional to the nature and extent of the impacts on the road network created by the development proposed. If the petition also alleges that the proposed dedication or construction requirements constitute a deprivation of economically viable use or of a vested property right, the City Manager or designee also shall consider such issues. Following such determinations, the City Manager or designee may take any of the following actions regarding the the appeal:
 - (1) Deny the appeal, upon determining that the required dedications of rights-of-way for or improvements to roadways or traffic control improvements are roughly proportional to the nature and extent of the impacts created by the development, and order that such dedication or improvements be made as a condition of approval of the application.
 - (2) Deny the appeal, finding that the dedication or improvement requirements are inadequate to achieve road adequacy, and either deny the application or require that additional dedications of rights-of-way dedication for or improvements to roadways, or traffic control improvements, be made as a condition of approval of the application; or

- (3) Grant the appeal and waive in whole or in part any dedication or construction requirement that is not roughly proportional.

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 22nd day of March, 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

Jose L. Segarra, MAYOR

ATTEST:

APPROVED AS TO FORM:

Lucy C. Aldrich, CITY SECRETARY

Traci S. Briggs, CITY ATTORNEY



TRAFFIC IMPACT ANALYSIS ORDINANCE

DS-22-032

March 15, 2022

Background

- ❑ On September 21, 2021, City Council directed staff to move forward with a discussion on Traffic Impact Analysis (TIA) requirements
- ❑ Planning and Zoning Commission reviewed Municipal Code Section 26, and 31 Update Ordinance that included the Traffic Impact Analysis
- ❑ On January 4, 2022, Staff presented a discussion item on the proposed Traffic Impact Analysis progress.
- ❑ On January 18, 2020, Council directed staff to work with a stakeholders group to review the draft Ordinance and return to council on March 15.
- ❑ Between January 24, 2020 and March 7, 2020, 5 stakeholder meeting occurred to review the draft TIA Ordinance.

Stakeholder Meeting Results

- ❑ Staff worked with the stakeholders to provide the current proposed TIA Ordinance.
- ❑ The Ordinance will establish a required TIA for developments generating 2,000 average daily trips or 100 peak hour trips.
- ❑ Requires a scoping meeting prior to the development of the TIA that establishes the report requirements.
- ❑ Establishes mitigations from developers for traffic impacts as a result of developments.

Council Discussion Items

4

- Does Council want a Traffic Impact Analysis with Zoning cases? (Sec. 26-180)
 - Preliminary Plats
 - Rezoning
 - Planned Unit Developments
- How does Council propose to address appeals? (Sec. 26-190)
 - City Manager
 - City Council
 - Planning and Zoning Commission
 - Board of Appeals

Alternatives Considered

The City Council has three (3) alternatives. The Council may:

- ❑ Adopt this Ordinance to amend Chapter 26, Subdivisions and Other Property Developments of the City of Killeen's Code of Ordinances
- ❑ Request a modification or further studies to the proposed Ordinance change
- ❑ Take no action

Recommendation

6

- Staff recommends that the City Council Adopt this Ordinance to amend Chapter 26, Subdivisions and Other Property Developments of the City of Killeen's Code of Ordinances



City of Killeen

Legislation Details

File #: DS-22-034 **Version:** 1 **Name:** Rename City Building
Type: Discussion Items **Status:** Discussion Items
File created: 3/2/2022 **In control:** City Council Workshop
On agenda: 3/15/2022 **Final action:**
Title: Discuss Naming City Hall Annex in Honor of Raul Villaronga
Sponsors: City Manager Department
Indexes:
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
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City of Killeen

Legislation Details

File #: RQ-22-007 **Version:** 1 **Name:** Future Agenda Item Request
Type: Future Agenda Requests **Status:** Future Agenda Items
File created: 2/25/2022 **In control:** City Council Workshop
On agenda: 3/15/2022 **Final action:**
Title: Request Moving City of Killeen Elections to November
Sponsors: City Council
Indexes:
Code sections:
Attachments: [Request](#)

Date	Ver.	Action By	Action	Result
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ATTACHMENT A

REQUEST TO PLACE ITEM ON THE AGENDA

(Per Section 1-20 of Governing Standards and Expectations)

Requestor(s): Councilman Wilkerson

Date: February 25, 2022

Problem/Issue/Idea Name for Agenda:

Citizens are required to go to the polls on multiple times throughout the year to cast their votes for various elections. This causes confusion and lack of voter turnout as well as additional funding for the the city to continually run these elections. This general lack of turnout due to this problem goes against the spirit of democracy and inclusion in the voting process.

Description of Problem/Issue/Idea:

Request the State of Texas allow the City of Killeen to move its election date to coincide with the more familiar and generally accepted election date of the Tuesday next after the first Monday in the month of November, equaling the Tuesday occurring within November 2 to November 8.

Requested Action:

Request the Council consider a request the State of Texas allow the City of Killeen to move its election date to coincide with the more familiar and generally accepted election date of the Tuesday next after the first Monday in the month of November, equaling the Tuesday occurring within November 2 to November 8.

February 25, 2022



City of Killeen

Legislation Details

File #: RQ-22-008 **Version:** 1 **Name:** Future Agenda Item Request
Type: Future Agenda Requests **Status:** Future Agenda Items
File created: 2/25/2022 **In control:** City Council Workshop
On agenda: 2/15/2022 **Final action:**
Title: Discuss PFC Recommendation and Allocation
Sponsors: City Council
Indexes:
Code sections:
Attachments: [Request](#)

Date	Ver.	Action By	Action	Result
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ATTACHMENT A

REQUEST TO PLACE ITEM ON THE AGENDA

(Per Section 1-20 of Governing Standards and Expectations)

Requestor(s): Councilman Wilkerson

Date: February 25, 2022

Problem/Issue/Idea Name for Agenda:

Monies received from the closing on the NRP project were received from the the Public Facilities Corporation in November 2021 recommended to be used for the establishment of a funding assistance grant program for Killeen Non-Profit Youth Groups.

Description of Problem/Issue/Idea:

This money must be officially allocated by the Council to ensure it is used in the way it was initially recommended by the PFC Board.

Requested Action:

Request that the council honor the PFC recommendation and allocate all monies received from the project closing into an account specifically for the purpose of 1) establishing a program to 2) advertise for grant request from Killeen Non-profit Youth organizations, 3) identify appropriate organizations and 4) distribute funding to identified organizations.

February 25, 2022



City of Killeen

Legislation Details

File #: RQ-22-009 **Version:** 1 **Name:** Future Agenda Item Request
Type: Future Agenda Requests **Status:** Future Agenda Items
File created: 3/1/2022 **In control:** City Council Workshop
On agenda: 3/15/2022 **Final action:**
Title: Building and Design Standard Enforcement Policies
Sponsors: City Council
Indexes:
Code sections:
Attachments: [Request](#)

Date	Ver.	Action By	Action	Result
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ATTACHMENT A

REQUEST TO PLACE ITEM ON THE AGENDA (Per Section 1-20 of Governing Standards and Expectations)

Requestor(s): Mellisa Brown

Date:

Problem/Issue/Idea Name for Agenda:

Description of Problem/Issue/Idea: determine what the city has in place to enforce building and design standards

Requested Action: discuss and review current enforcement abilities or create enforcement policies for building and design standards



City of Killeen

Legislation Details

File #: RQ-22-010 **Version:** 1 **Name:** Future Agenda Item Request
Type: Future Agenda Requests **Status:** Future Agenda Items
File created: 3/4/2022 **In control:** City Council Workshop
On agenda: 3/15/2022 **Final action:**
Title: Lack of Secure Commercial Truck Parking
Sponsors: City Council
Indexes:
Code sections:
Attachments: [Request](#)

Date	Ver.	Action By	Action	Result
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Request to Place an Item on the Agenda

(Per section 1 – 20 of the Governing Standards and Expectations)

Requester (S) Councilman Rick Williams

Date: March 3, 2022

Problem/Issue/Idea Name for the Agenda:

The lack of secure commercial Truck parking and storage within the city limits.

Description of Problem/Issue/Idea:

The community has many short and long-range truckers who have voiced their concern over the lack of secure, accessible, and available parking within the city. This causes hardship to the citizens and often puts them in direct violation of the city ordinance with little to no option on avoiding the predicament.

Requested action:

Request that the council discusses the problem with the focus being producing guidance to give to the correct entities and support agencies of city government to begin seeking viable solutions.

Example: Guidance to the Economic Development Corporation (EDC) to create a plan to attract private entities who can fulfill this potentially profitable community need.

The plan would be developed and marketed with top priorities: ordinance compliance, health, safety, and environmental compliance.

City of Killeen-Governing Standards and Expectations



City of Killeen

Legislation Details

File #: RQ-22-011 **Version:** 1 **Name:** Future Agenda Item Request
Type: Future Agenda Requests **Status:** Future Agenda Items
File created: 3/7/2022 **In control:** City Council Workshop
On agenda: 3/15/2022 **Final action:**
Title: Discuss Downtown Property Improvements
Sponsors: City Council
Indexes:
Code sections:
Attachments: [Request](#)

Date	Ver.	Action By	Action	Result
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ATTACHMENT A

REQUEST TO PLACE ITEM ON THE AGENDA
(Per Section 1-20 of Governing Standards and Expectations)

Requestor(s): Jessica Gonzalez, Debbie Nash-King
Date: 3/5/2022

Problem/Issue/Idea Name for Agenda:

A lot of vacant units downtown, need to work on
area improvement collectively ~~etc~~

Description of Problem/Issue/Idea:

re-visit + look at ordinance to help improve area down
town vacant buildings + evaluate fee structure

Requested Action:

update ordinance to expedite improvements

update website w/ available downtown properties

V. [Signature]



City of Killeen

Legislation Details

File #: RQ-22-012 **Version:** 1 **Name:** Future Agenda Item Request
Type: Future Agenda Requests **Status:** Future Agenda Items
File created: 3/7/2022 **In control:** City Council Workshop
On agenda: 3/15/2022 **Final action:**
Title: Process to Identify Home Addresses
Sponsors: City Council
Indexes:
Code sections:
Attachments: [Request](#)

Date	Ver.	Action By	Action	Result
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ATTACHMENT A

REQUEST TO PLACE ITEM ON THE AGENDA
(Per Section 1-20 of Governing Standards and Expectations)

Requestor(s): Jessica Smalar

Date: 3/5/2022

Problem/Issue/Idea Name for Agenda:

Identifying properties @ night

Description of Problem/Issue/Idea:

insufficient lighting

Requested Action:

- Cost, volunteers process to create reflective #s for home addresses on the curbs to help our emergency responders.