



City of Killeen

Agenda City Council

Tuesday, February 9, 2016

5:00 PM

Killeen City Hall
City Council Chambers
101 North College Street
Killeen, Texas 76541

Call to Order and Roll Call

___ Scott Cospers, Mayor	___ Jim Kilpatrick
___ Jose Segarra	___ Brockley Moore
___ Elizabeth Blackstone	___ Jonathan Okray
___ Shirley Fleming	___ Juan Rivera

Invocation

Pledge of Allegiance

Approval of Agenda

Minutes

[MN-16-003](#) Consider minutes of Regular City Council Meeting of January 26, 2016.

Attachments: [Minutes](#)

[Okray Statement](#)

Resolutions

[RS-16-009](#) Consider a memorandum/resolution for a mutual aid agreement with the Department of the Army for Fort Hood, Texas.

Attachments: [Council Memorandum](#)

[Mutual Aid Agreement](#)

[Annex #1](#)

[RS-16-010](#) Consider a memorandum/resolution authorizing the submission of a Passenger Facility Charge (PFC) application to the Federal Aviation Administration.

Attachments: [Council Memorandum](#)

[RS-16-011](#) Consider a memorandum/resolution authorizing the award of a construction contract to Insituform Technologies, LLC, to rehabilitate 13,596 feet of wastewater main.

Attachments: [Council Memorandum](#)
[Insituform BuyBoard Proposal](#)

[RS-16-012](#) Consider a memorandum/resolution authorizing the City Manager to enter into a professional services agreement with Mitchell and Associates, Inc. for the design of Segment 4 of the Heritage Oaks Hike and Bike Trail.

Attachments: [Council Memorandum](#)
[Agreement](#)

[RS-16-013](#) Consider a memorandum/resolution authorizing the City Manager to submit a Transportation Alternatives Program (TAP) application to the Killeen - Temple Metropolitan Planning Organization (KTMPO) to compete for Category 9 funding to construct a portion of Heritage Oaks Hike and Bike Trail, Segment 3.

Attachments: [Council Memorandum](#)
[Trail Map](#)
[Call for Projects](#)

Ordinances

[OR-16-003](#) Consider an ordinance granting an application for renewal of taxicab franchise to Cove Taxi. (2nd of 3 readings)

Attachments: [Council Memorandum](#)
[Ordinance](#)
[Renewal Application](#)

[OR-16-004](#) Consider an ordinance for registration requirements and credit extension guidelines for credit access businesses.

Attachments: [Council Memorandum](#)
[Ordinance](#)

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 February 5, 2016.

Dianna Barker, 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.

- *Women of Distinction Banquet, March 3, 2016, 6:30 p.m., Cultural Activities Center, Temple*
- *NAACP Freedom Fund Banquet, March 12, 2016, 7:00 p.m., Killeen Civic and Conference Center*
- *KABSE Annual Scholarship and Recognition Banquet, April 23, 2016, 5:00 p.m., Club Hood*

Dedicated Service -- Every Day, for Everyone!



City of Killeen

Legislation Details

File #: MN-16-003 **Version:** 1 **Name:** Minutes of Regular City Council Meeting of January 26, 2015
Type: Minutes **Status:** Minutes
File created: 1/26/2016 **In control:** City Council
On agenda: 2/9/2016 **Final action:**
Title: Consider minutes of Regular City Council Meeting of January 26, 2016.
Sponsors: City Secretary
Indexes:
Code sections:
Attachments: [Minutes](#)
[Okray Statement](#)

Date	Ver.	Action By	Action	Result
2/2/2016	1	City Council Workshop		

City of Killeen
Regular City Council Meeting
Killeen City Hall
January 26, 2016 at 5:00 p.m.

Presiding: Mayor Scott Cospser

Attending: Mayor Pro-Tem Jose Segarra, Council members Jim Kilpatrick, Juan Rivera, Shirley Fleming, Brockley Moore, Jonathan Okray, and Elizabeth Blackstone

Also attending were City Manager Glenn Morrison, City Attorney Kathryn Davis, City Secretary Dianna Barker, and Sergeant-at-Arms Coplin.

Mr. Jones gave the invocation, and Mayor Cospser led everyone in the pledge of allegiance.

Approval of Agenda

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

Minutes

Motion was made by Councilmember Blackstone to approve the minutes of the January 12th Regular City Council Meeting. Motion was seconded by Councilmember Rivera. Motion carried unanimously.

Resolutions

RS-16-005 Consider a memorandum/resolution approving a lease agreement with Jacob Paxton d/b/a Paxton Aviation for hangar facilities at Skylark Field.

Staff comments: Matt Van Valkenburgh

The term of the new lease agreement is for three years beginning February 1, 2016, and ending January 31, 2019, with options for two, one-year extensions.

Staff recommends City Council approve the attached lease agreement with Jacob Paxton d/b/a Paxton Aviation and authorize the City Manager to execute same.

Motion was made by Councilmember Kilpatrick to approve RS-16-005. Motion was seconded by Councilmember Rivera. Motion carried unanimously.

RS-16-006 Consider a memorandum/resolution approving a contract with Presidio LLC., to purchase network infrastructure equipment for the Information Technology Services network refresh project.

Staff comments: Tom Moore

This entire purchase cost is \$1,298,727.05. The payment is set at \$259,745.41 for each of the next five years. The city staff requests that the City Council approve the plan to purchase network infrastructure equipment in its entirety and pay out in installments for five years, and that the City Manager is expressly authorized to approve any change orders in compliance with state law.

Motion was made by Mayor Pro-Tem Segarra to approve RS-16-006. Motion was seconded by

Councilmember Okray. Motion carried unanimously.

RS-16-007 Consider a memorandum/resolution authorizing the procurement of a vacuum excavator trailer and a crawler excavator necessary to meet MS4 permit requirements.

Staff comments: Frank Tydlacka

The crawler excavator recommended by staff is the Volvo EC250EL provided by Romco Equipment Co. of Round Rock. The vacuum excavator trailer would be purchased from Ring-O-Matic. Funding for this equipment is available in the amount of \$298,849 of the 2016 Drainage Maintenance Motor Vehicles account.

Staff recommends purchase of the stated equipment utilizing the HGAC Purchasing Cooperative and that the City Manager be expressly authorized to execute any and all change orders within the amounts set by state and local law.

Motion was made by Councilmember Fleming to approve RS-16-007. Motion was seconded by Mayor Pro-Tem Segarra. Motion carried unanimously.

RS-16-008 Consider a memorandum/resolution approving an interlocal agreement with the Texas General Land Office for an electricity contract with the Texas General Land Office for an electricity contract.

Staff comments: Stu McLennan

Since the most recent contract for electric service was signed, the City has added 15 additional electric meters. Rather than add the new meters to the current contract, the City will save money by entering into a separate agreement for electric service at a reduced cost of \$0.040412 per kWh.

Staff recommends that the City Council authorize the City Manager to execute an interlocal agreement with the Texas General Land Office for electric service for sixteen City of Killeen electric meters.

Motion was made by Councilmember Blackstone to approve RS-16-008. Motion was seconded by Councilmember Moore. Motion carried unanimously.

Ordinances

OR-16-003 Consider an ordinance granting an application for renewal of taxicab franchise to Cove Taxi. (1st of 3 readings)

The City Secretary read the caption of the ordinance.

AN ORDINANCE GRANTING A FRANCHISE TO COVE TAXI TO OPERATE A TAXICAB SERVICE IN THE CITY OF KILLEEN, TEXAS, AND SETTING FORTH CONDITIONS ACCOMPANYING THE GRANT OF THE FRANCHISE; PROVIDING FOR THE REGULATION OF THE TAXICAB SERVICE; PROVIDING AN INDEMNITY CLAUSE; ESTABLISHING THE FRANCHISE TERM AND EFFECTIVE DATE; PROVIDING A TERMINATION PROVISION; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN ADOPTION CLAUSE; PROVIDING A REPEALER CLAUSE AND PROVIDING A CODE AMENDMENT CLAUSE.

Staff comments: Kathy Davis

Attached is the franchise ordinance that will allow Cove Taxi to operate a taxicab service within the city of Killeen. The City Charter requires three readings of the ordinance with a

final vote taking place after the third reading. After passage, there is a sixty-day waiting period before the franchise takes effect.

Staff recommends City Council approve the first reading of the Ordinance.

Motion was made by Councilmember Okray to approve the first reading and allow Cove Taxi to continue operating during the approval period. Motion was seconded by Mayor Pro-Tem Segarra. Motion carried unanimously.

Public Hearings

Item PH-15-060 moved to end of agenda due to applicant not present at this time.

PH-16-005 HOLD a public hearing and consider an ordinance amending the FY 2016 Annual Budget and Plan of Municipal Services of the City of Killeen to authorize the carry forward of FY 2015 funds to the FY 2016 budget and to amend various capital improvement project funds.

The City Secretary read the caption of the ordinance.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KILLEEN, TEXAS, AMENDING THE FY 2016 ANNUAL BUDGET AND PLAN OF MUNICIPAL SERVICES OF THE CITY OF KILLEEN BY INCREASING GENERAL FUND EXPENDITURE ACCOUNTS BY \$1,249,468; DECREASING VARIOUS SPECIAL REVENUE FUND ACCOUNTS BY \$93,787; INCREASING VARIOUS CAPITAL PROJECT FUND ACCOUNTS BY \$11,886,598; INCREASING VARIOUS AVIATION FUND ACCOUNTS BY \$418,165; INCREASING VARIOUS SOLID WASTE FUND ACCOUNTS BY \$94,326; INCREASING VARIOUS WATER AND SEWER FUND ACCOUNTS BY \$1,601,493; INCREASING VARIOUS DRAINAGE ACCOUNTS BY \$138,032; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT WITH THIS ORDINANCE; PROVIDING A SAVINGS CLAUSE AND ESTABLISHING AN EFFECTIVE DATE.

Staff comments: Jonathan Locke

In order to complete contracted projects and/or services, FY 2015 appropriations need to be carried over into the Annual Budget and Plan of Municipal Services for FY 2016 as a budget amendment.

Staff recommends that the City Council approve the attached ordinance amending the Annual Budget and Plan of Municipal Services for FY 2016 and to re-appropriate encumbered funds from fiscal year ending September 30, 2015.

Mayor Cosper opened the public hearing. With no one appearing the public hearing was closed.

Motion was made by Councilmember Blackstone to approve PH-16-005. Motion was seconded by Councilmember Kilpatrick. Motion carried 6 to 1 with Councilmember Okray in opposition.

Councilmember Okray made a statement for the record regarding his opposition. See attached.

PH-16-006 HOLD a public hearing and consider an ordinance requested by twenty-nine (29) property owners requesting a change of zoning from “R-1” (Single-Family Residential District) to “SR-2” (Suburban Residential Single-Family District) for the following properties located

in the Wagon Wheel Estates subdivision, Killeen, Texas: Lots 2, 10 & 12, Block 1; Lots 4-8, 11-13, 15-18, Block 2; Lots 3-4, 7-10, 13-14, Block 3; Lots 1, 3, 7, 10-12, Block 4, Wagon Wheel Subdivision. The properties are locally known as 601, 603, 604 Double Tree Drive; 6414, 6511, 6602, 6603, 6606 and 6609 Wagon Wheel Drive; 601, 602, 603, 604, 6501, 6503, 6505, 6506, 6508, 6510, 6511, 6513, 6515, 6603, 6605, 6606, 6607, 6608, 6609, and 6610 Rein Drive. (601, 6501, 6503, 6505, 6511, 6513, 6515, 6603, 6605, 6607, 6608, 6609, and 6610 Rein Drive require a 3/4 majority vote for approval)

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 CERTAIN PROPERTY OUT OF THE CITY OF KILLEEN, BELL COUNTY, TEXAS, FROM 'R-1' (SINGLE-FAMILY RESIDENTIAL DISTRICT) TO 'SR-2' (SUBURBAN RESIDENTIAL SINGLE-FAMILY DISTRICT); PROVIDING A SAVINGS CLAUSE; PROVIDING FOR THE REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR AN EFFECTIVE DATE.

Staff comments: Charlotte Hitchman and Tony McIlwain

Staff notified 145 (one hundred forty-five) surrounding property owners within the 200' notification area. Staff received one statement of support and two statements of opposition for these 29 properties.

The Planning and Zoning Commission recommended approval of "SR-2" (Suburban Residential Single-Family District) zoning for all 29 rezoning requests with a vote of 5 to 1. WBW Land Investments, L.P., has submitted an official protest for all 29 properties that are requesting to be rezoned to "SR-2" (Suburban Residential Single-Family District). However, WBW Land Investments, L.P., owns property within 200' of only 13 of the properties requesting rezoning. WBW Land Investments, L.P., makes up 32% of the 200' buffer area around these 13 properties and as such shall require a favorable vote of three-fourths (3/4) of all the members of the City Council for 601, 6501, 6503, 6505, 6511, 6513, 6515, 6603, 6605, 6607, 6608, 6609, and 6610 Rein Drive.

Mayor Cosper opened the public hearing.

Kathy Harkin, 6607 Rein Dr. - Spoke in favor of the rezoning to SR-2.

Terry Clark, 1012 Tumbleweed Dr. - Spoke in favor of the rezoning to SR-2.

Lynn Dowling, 601 Rein Dr. - Spoke in favor of the rezoning to SR-2.

Glenn Bauer, 6605 Rein Dr. - Spoke in favor of the rezoning to SR-2.

Josh Welch, WBW representative, 3000 Illinois Ave. - Spoke against the SR-2 zoning request.

With no one else appearing the public hearing was closed.

Motion was made by Councilmember Fleming to approve PH-16-006, all 29 properties. Motion was seconded by Councilmember Rivera.

Councilmember Kilpatrick requested discussion on the motion. He asked the Council to consider the ten considerations provided to them with this item from the Farr vs. Tippit document. Five of those considerations raise concerns to him. Councilmember Kilpatrick went over the five concerns.

Motion carried 6 to 1 with Councilmember Kilpatrick in opposition.

PH-16-007 HOLD a public hearing and consider an ordinance amending the FY 2016 Annual Budget and Plan of Municipal Services of the City of Killeen by increasing the Solid Waste, Water and Sewer, 2014 Certificates of Obligation, and Fleet Funding Program accounts by a total

of \$11,000,000 to establish the Fleet Funding Program.

The City Secretary read the caption of the ordinance.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KILLEEN, TEXAS, AMENDING THE FY 2016 ANNUAL BUDGET AND PLAN OF MUNICIPAL SERVICES OF THE CITY OF KILLEEN BY INCREASING CERTIFICATE OF OBLIGATION 2014 EXPENDITURE ACCOUNTS BY \$1,000,000; INCREASING SOLID WASTE FUND EXPENDITURE ACCOUNTS BY \$3,000,000; INCREASING WATER AND SEWER FUND EXPENDITURE ACCOUNTS BY \$3,500,000; INCREASING FLEET FUNDING PROGRAM REVENUE ACCOUNTS BY \$7,500,000; INCREASING FLEET FUNDING PROGRAM EXPENDITURE ACCOUNTS BY \$3,500,000; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT WITH THIS ORDINANCE; PROVIDING A SAVINGS CLAUSE AND ESTABLISHING AN EFFECTIVE DATE.

Staff comments: Jonathan Locke

A budget amendment needs to be approved by City Council which will allow the City to establish the Fleet Funding Program. A total of \$7,500,000 will be transferred from the Solid Waste, Water and Sewer, and 2014 Certificates of Obligation Funds into the Fleet Funding Program.

Staff recommends that the City Council approve the attached ordinance amending the Annual Budget and Plan of Municipal Services for FY 2016 that creates the Fleet Funding Program.

Mayor Cosper opened the public hearing. With no one appearing the public hearing was closed.

Motion was made by Councilmember Moore to approve PH-16-007. Motion was seconded by Councilmember Fleming. Motion carried unanimously.

PH-15-060 HOLD a public hearing and consider an ordinance by Abdul Khan (Case #Z15-29) to rezone Lot 1, Block 1, Wassay Addition, from “CD” (Cemetery District) with a Conditional Use Permit (CUP) to “CD” (Cemetery District) with a Conditional Use Permit (CUP) for a retail store. The property is locally known as 10752 S. Fort Hood Street, Killeen, Texas. (Requires a 3/4 majority vote for approval. Tabled from January 12, 2016 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 CERTAIN PROPERTY OUT OF THE CITY OF KILLEEN, BELL COUNTY, TEXAS, FROM CD (CEMETERY DISTRICT) TO CD WITH A CONDITIONAL USE PERMIT (CUP) TO CD (CEMETERY DISTRICT) WITH A CONDITIONAL USE PERMIT (CUP); PROVIDING A SAVINGS CLAUSE; PROVIDING FOR THE REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR AN EFFECTIVE DATE.

Staff comments: Tony McIlwain

The proposal is consistent with the Comprehensive Plan. The staff notified three (3) surrounding property owners within a 200' notification boundary. Staff has received no protests. The Planning and Zoning Commission recommended CD with a Conditional Use

Permit (CUP) to allow for a 9,100 square feet retail store, for Lot 1, Block 1, Wassay Addition, Killeen, Texas with the following conditions: 100% limestone façade on the north side of the building with 80% masonry requirement on the remaining three sides, with no metal siding to be visible. A three foot (3') vegetative hedge is to be installed on the north side and west side and other landscaping requirements as required by the Cemetery District by a unanimous vote.

Mr. McIlwain presented to the council a new elevation map.

Mayor Cospo opened the public hearing. With no one appearing the public hearing was closed.

This item requires a $\frac{3}{4}$ vote of the council.

Motion was made by Councilmember Kilpatrick to approve PH-15-060 to include the new elevation map that the council received. Motion was seconded by Mayor Pro-Tem Segarra. Motion failed with 5 ayes and 2 no's with Councilmember Rivera and Councilmember Blackstone in opposition.

Adjournment

With no further business, upon motion being made by Mayor Pro-Tem Segarra, seconded by Councilmember Okray, and unanimously approved, the meeting was adjourned at 6:25 p.m.

Dianna Barker

From: Jonathan Okray
Sent: Tuesday, January 26, 2016 6:32 PM
To: Dianna Barker
Subject: Ph 15-005 Statement of Opposition

16

For the record, the Budget Amendment regarding the Cornerstone Project is still an item of concern for me. As presented and approved by council, funding for the project is provided by encumbrance of the FY16 General Fund, to be reimbursed by bond revenues. What provides certainty that bond revenues will fully reimburse the General Fund in FY16?

According to the Adopted Budget, we began the current FY with a General Fund Balance of 17,382,639. General Fund Revenues are stated to be 77,180,158. General Fund Expenditures are stated to be 77,410,968. The additional 1,249,468 encumbrances for the Cornerstone Project brings the FY16 expenditures to a revised amount of 78,660,436. Subtracting that amount from the total of the Projected Beginning Fund Balance and Revenues leave 15,902, 361. Dividing that by the General Fund Expenditures (Revised) equals 20.2% General Fund Balance.

CCM/R 11-156R established fiscal policy to maintain adequate levels of fund balances within the General Fund and Enterprise Funds collectively. Among the purposes of the policy is to ensure there are adequate resources to mitigate financial economic cycles and to assists in protecting from tax increases or budget cuts. As stated in the policy, the City of Killeen is responsible to its citizens for the care and management of public funds, concurrently the City must provide adequate funding for the services it is obligated to provide its citizens. The Fund Balance also provides cash flow liquidity for the City's general operations. The minimum General Fund Balance is 22%. 25% is the target. If unassigned fund balance falls below the goal or has a deficiency, a plan shall be developed for City Council that addresses the shortfall.

The question asked by this councilmember at workshop were reasonable and logical according to current policy regarding Fund Balances and interpretation of the Adopted Budget. The General Fund Balance is below the established policy and is projected projected to be 22.5% at the end of this FY. What is being done to address the shortfall?

Sent from my iPad



City of Killeen

Legislation Details

File #: RS-16-009 **Version:** 1 **Name:** Mutual Aid Agreement with the Department of the Army for Ft. Hood Texas

Type: Resolution **Status:** Resolutions

File created: 1/12/2016 **In control:** City Council

On agenda: 2/9/2016 **Final action:**

Title: Consider a memorandum/resolution for a mutual aid agreement with the Department of the Army for Fort Hood, Texas.

Sponsors: Fire Department

Indexes:

Code sections:

Attachments: [Council Memorandum](#)
[Mutual Aid Agreement](#)
[Annex #1](#)

Date	Ver.	Action By	Action	Result
2/2/2016	1	City Council Workshop		

CITY COUNCIL MEMORANDUM

AGENDA ITEM

**City of Killeen Fire Mutual Aid Agreement
with the Department of the Army for Ft.
Hood, Texas**

ORIGINATING DEPARTMENT

Fire Department

BACKGROUND INFORMATION

An update to the mutual aid agreement with the Department of the Army for Ft. Hood was made in 2015. Mutual aid agreements supply Fire Department services with additional resources when a single incident or multiple incidents deplete all resources from any one entity. The Mutual Aid Agreement is the legal document which sets in writing the conditions under which all entities agree to operate. After the 2015 mutual aid agreement was approved by council, Ft. Hood requested a number of changes due to a change in command. This agreement remains separate from the mutual aid agreement with Carl R. Darnall Medical Center that was signed in 2013 and remains in effect and unchanged.

DISCUSSION/CONCLUSION

Due to a change in the Ft. Hood Garrison Commander and Ft. Hood Fire Chief, Ft. Hood has requested an updated agreement which removes the Carl R. Darnall Medical Center references, updates the signatures and changes the header and font to be in alignment with the current command.

FISCAL IMPACT

The fiscal impact would be the cost in manpower and equipment of providing assistance to Ft. Hood Fire Department. Staff believes that the benefits of this agreement will outweigh the cost when assistance is needed.

RECOMMENDATION

Staff recommends that the City Council approve the Fire Mutual Aid Agreement with the Department of the Army for Ft. Hood, Texas, and authorize the City Manager or his designee to execute the Agreement.



**DEPARTMENT OF THE ARMY
US ARMY INSTALLATION MANAGEMENT COMMAND
HEADQUARTERS, UNITED STATES ARMY GARRISON, FORT HOOD
FORT HOOD, TEXAS 76544-5000**

REPLY TO
ATTENTION OF

IMHD-ESF

**DEPARTMENT OF THE ARMY
MUTUAL AID AGREEMENT (US)**

This agreement, entered into this ____ day of _____ 2016, between the Secretary of the Army acting according to the authority of Section 1856, Title 42, United States Code and the CITY OF KILLEEN, TEXAS, and by and through their duly authorized CITY MANAGER or MAYOR and by and between Fort Hood, through its duly authorized Garrison Commander such governments acting herein under the authority and pursuant to the terms of the Texas Government Code, Section 791.001 *et seq.*, known as the "Interlocal Cooperation Act."

WHEREAS, the parties hereto desire to secure for each the benefits of mutual aid in fire prevention, the protection of life and property; and

WHEREAS the parties are owners of certain trucks and other equipment designed for and capable of being used in the protection of persons and property from and in the suppression and the fighting of fires and in emergency services, and has assigned individuals trained in the use of such equipment, the same being and composing fire departments of each of the parties hereto; and

WHEREAS the parties have authority to enter into agreements providing for the use of fire trucks and other fire protection and firefighting equipment for citizens outside of their respective jurisdictional limits; and

WHEREAS the parties are desirous of obtaining additional, secondary service for their citizens in the event of an emergency whereby the fire department of a particular party would need additional assistance; and

THEREFORE, agree to the following:

a. On request to a representative of the Fort Hood Fire and Emergency Services by a representative of any of the above named entities, firefighting equipment and personnel of the Fort Hood Fire and Emergency Services will be dispatched, when available, to any point within the area for which any of the above named entities normally provide fire protection as designated by the representative of the above named entities.

b. On request to a representative of any of the above named entities by a representative of the Fort Hood Fire and Emergency Services, firefighting equipment and personnel of any of the above named entities will be dispatched, when available, to any point within the firefighting jurisdiction of the Fort Hood Fire and Emergency Services.

SUBJECT: Mutual Aid Agreement between Fort Hood Fire and Emergency Services and the City of Killeen, Texas

c. The rendering of assistance under the terms of this agreement shall not be mandatory, but the party receiving the request for assistance should immediately inform the requesting department if, for any reason, they cannot render aid.

d. Any dispatch of equipment and personnel pursuant to this agreement is subject to the following conditions:

(1) Any request for aid shall include a statement of the amount and type of equipment and number of personnel requested, and shall specify the location to which the equipment and personnel are to be dispatched, but the amount and type of equipment and number of personnel to be furnished shall be determined by the representative of the responding party.

(2) The responding organization will report to the officer in charge of the requesting organization at the location to which the equipment will be dispatched, and will be subject to the orders of the requesting party's official.

(3) In the event one party cannot or is unable to respond to a request for assistance, that party shall immediately notify the party requesting such assistance.

(4) A responding organization will be released by the requesting organization when the services of the responding organization are no longer required or when the responding organization is needed within the area for which it normally provides fire protection. The authorized official of the responding party, once determining that the health, safety, and welfare of the responding party's personnel shall be endangered by any order of the requesting party, may withdraw all of responding party's personnel from the scene and must notify the requesting party.

(5) If a crash of aircraft owned or operated by the United States or military aircraft of any foreign nation occurs within the area for which the above named entities normally provides protection, the Chief of Fort Hood Fire and Emergency Services or his or her representative may assume full command on arrival at the scene of the crash.

e. With the exception of Aircraft Rescue and Firefighting, which will remain the sole responsibility of the Fort Hood Fire & Emergency Services, each party will endeavor to respond to all requests for assistance. Nothing herein imposes any duty or obligation upon any party to respond to any fire emergency. The provision of fire protection service to each party's own area of responsibility shall always remain the primary function of that party's department.

f. Each party hereby waives all claims against every other party for compensation for any loss, damage, injury or death occurring as a consequence of the performance of the agreement except those claims authorized under **15 U.S.C. 2210 as amended**.

g. The chief fire officers and personnel of the fire departments of all parties to this agreement are invited and encouraged, on a reciprocal basis, to frequently visit each other's activities for guided familiarization tours consistent with local security requirements and, as feasible, to jointly conduct pre-fire planning inspections and drills.

SUBJECT: Mutual Aid Agreement between Fort Hood Fire and Emergency Services and the City of Killeen, Texas

h. The technical heads of the fire departments of the parties to this agreement are authorized and directed to meet and draft any detailed plans and procedures of operation necessary to implement this agreement effectively. Such plans and procedures of operations shall become effective upon ratification by the signatory parties.

i. All personnel and equipment furnished by a party to this agreement in carrying out this agreement will at all times be personnel and equipment of that party, and that party shall have the sole responsibility for any expenses (including taxes, salaries, and maintenance costs). Each party paying for the performance of governmental functions or services must take those payments from current revenues available to the paying party.

j. This agreement shall become effective upon the date hereof and remain in full force and effect until canceled by mutual agreement of the parties hereto or by written notice by any party to the remaining parties, giving 180 days' notice of the said cancellation.

k. See annex 1 (attached) for supplemental data in reference to Fire Protection and Aircraft Rescue & Firefighting Operations on Robert Gray Army Airfield Joint Use Airport.

FORT HOOD

For the Fort Hood Fire Department

For the Secretary of the Army

Coleman D. Smith
Chief, Fort Hood Fire Department

Todd M. Fox
Colonel, US Army
Garrison Commander

Date

Date

CITY OF KILLEEN

For the Killeen Fire Dept.

For the City of Killeen

Jerry D. Gardner
Chief, Killeen Fire Department
City of Killeen

Glenn Morrison
City Manager
City of Killeen

Date

Date



REPLY TO
ATTENTION OF

IMHD-ESF

DEPARTMENT OF THE ARMY
US ARMY INSTALLATION MANAGEMENT COMMAND
HEADQUARTERS, UNITED STATES ARMY GARRISON, FORT HOOD
FORT HOOD, TEXAS 76544-5000

DEPARTMENT OF THE ARMY
MUTUAL AID AGREEMENT (US)
CITY OF KILLEEN AGREEMENT

ANNEX #1

FIRE PROTECTION AND AIRCRAFT RESCUE & FIREFIGHTING OPERATIONS ON
ROBERT GRAY ARMY AIRFIELD JOINT USE AIRPORT

The Fort Hood Fire & Emergency Services (Fort Hood FESD) will have primary responsibility for all aircraft fire rescue operations on the Joint Use Airport. This includes all emergencies within the Aircraft Operations Area (AOA) on the Joint Use Airport. The Fort Hood FESD will respond to emergencies including, but not limited to, aircraft crashes, aircraft fires, aircraft in-flight emergencies, fuel spills and land based vehicle fires and accidents that occur within the AOA. The Fort Hood FESD will also provide First Responder Medical treatment to those requiring medical attention on board taxiing aircraft as well as those persons requiring medical care inside the AOA. The Fort Hood FESD agrees to provide Aircraft Rescue and Firefighting (ARFF) services that meet or exceed those standards the Federal Aviation Administration requires of Part 139 certificated airports.

The Fort Hood FESD will immediately notify the Killeen Fire Department of any accidents involving a civilian aircraft on the Joint Use Airport. The Fort Hood FESD and the Killen Fire Department will create and maintain Operational Response Guidelines for response to incidents on the Joint Use Airport. The Killeen Fire Department will dispatch identified equipment to the airport when the Senior Fire Officer (SFO) from Fort Hood FESD determines the nature of the response may be beyond the capabilities of the Fort Hood FESD Aircraft Rescue & Firefighting equipment to handle.

When a request for Mutual Aid from the Fort Hood FESD is received, the Killeen Fire Department will respond the requested units and personnel, if available. The Killeen Fire Department equipment and personnel will enter the aircraft parking ramp area at the Killeen Regional Airport via the Corporate Aviation Gate (RGAAF Gate Number-16B/KFHRA Gate Number-T4), and stage on the north aircraft parking ramp until requested by the Fort Hood Senior Fire Officer (SFO) or respond to any other location on or off of the airport as requested by the Fort Hood Senior Fire Officer (SFO), to assist with an ongoing operation.

The terminal building will have a fire alarm reporting system capable of transmitting any trouble and/or fire alarms to the Monaco Fire Alarm Computer located in the Fire Control Office of the Fort Hood FESD. The Fort Hood FESD will notify the Killeen Fire Department of any and all fire alarms and/or trouble alarms that are received via the Monaco reporting system. The Killen Fire Department will respond and investigate the cause of these alarms. If a fire or serious accident has occurred in the terminal, Killeen Fire Department will be responsible for the "command and control" of the incident since the terminal building is City of Killeen property.

The Fort Hood FESD will respond to any point on the airport when called upon to assist by the Killeen Fire Department. The Fort Hood FESD will also assist the Killeen Fire Department with vehicle fires,

vehicle accidents, medical emergencies and wild land fire protection in the vicinity of the Joint Use Airport, when called upon by the Killeen Fire Department.

The Fort Hood FESD will provide Hazardous Materials (HAZMAT) response to the Joint Use Airport, as well as, to any area they are requested by the Killeen Fire Department. The HAZMAT response includes, but not limited to, industrial or conventional chemicals, fuels, solvents or events of Terrorism involving a Weapon of Mass Destruction including Weapons in a Chemical, Biological, or Radiological in nature.

The Fort Hood FESD will provide technical rescue services to the Joint Use Airport and any area in the vicinity of the airport. Technical Rescues include, but not limited to, high angle, trench, confined space, and vehicular or aircraft accident extrications.

The Fort Hood FESD and the Killeen Fire Department will draft and maintain Standard Operating Procedures (SOP) for use on and in the vicinity of the airport. The SOP's will be updated as needed and as warranted by the flying mission on the Joint Use Airport. The undersigned parties will mutually agree and sign these SOP's as changes are made.

Any addition and/or changes to this annex will be agreed upon by the undersigned parties. This annex will be updated as Standard Operating Procedures are developed and agreed upon.

This agreement and the provisions thereof or subject to cancellation by either party named herein by providing a "letter of intent to cancel the agreement" to the other named party. The letter must be received no less than 180 days prior to the effective cancellation date.

The document is subject to revisions and changes.

FORT HOOD

For the Fort Hood Fire Department

For the Secretary of the Army

Coleman D. Smith
Chief, Fort Hood Fire Department

Todd M. Fox
Colonel, US Army
Garrison Commander

Date

Date

CITY OF KILLEEN

For the Killeen Fire Dept.

For the City of Killeen

Jerry D. Gardner
Chief, Killeen Fire Department
City of Killeen

Glenn Morrison
City Manager
City of Killeen

Date

Date



City of Killeen

Legislation Details

File #: RS-16-010 **Version:** 1 **Name:** Passenger Facility Charge (PFC) Application
Type: Resolution **Status:** Resolutions
File created: 1/13/2016 **In control:** City Council
On agenda: 2/9/2016 **Final action:**
Title: Consider a memorandum/resolution authorizing the submission of a Passenger Facility Charge (PFC) application to the Federal Aviation Administration.
Sponsors: Aviation Department
Indexes:
Code sections:
Attachments: [Council Memorandum](#)

Date	Ver.	Action By	Action	Result
2/2/2016	1	City Council Workshop		

CITY COUNCIL MEMORANDUM

AGENDA ITEM

Passenger Facility Charge (PFC) Application

ORIGINATING DEPARTMENT

Aviation

BACKGROUND INFORMATION

14 CFR Part 158 establishes procedures which allow airport sponsors to apply for approval to impose (collect) Passenger Facility Charges (PFC) from enplaned passengers and use those revenues for specific eligible capital improvement projects. PFC revenues may then be used to fund either the full cost of eligible projects or to satisfy the sponsor's match requirement for Airport Improvement Program grants.

DISCUSSION/CONCLUSION

The Aviation Staff began the formal process for a new PFC application on October 15, 2015, with formal notification to the airlines of the City's intent to impose and use PFCs for projects at Killeen-Fort Hood Regional Airport / Robert Gray Army Airfield. A consultation meeting with the airlines was conducted on December 03, 2015; public notice of the City's intent to impose and use PFCs was published in the Killeen Daily Herald and posted on the City's web site inviting comments on the proposal on December 13, 2015. No comments were received as of the end of the comment period on January 13, 2016.

The PFC program is designed to be used on a "pay-as-you-go" basis to make payments on approved projects as the funds are collected; however, the Federal regulation controlling the program does allow the use of PFC funds to reimburse eligible costs that were previously paid from other local funds, within the limits of the specific application approval by FAA.

The proposed new charge effective date is December 1, 2016, with an estimated expiration date of April 01, 2018. The request is to collect a total of \$905,000 at the rate of \$4.50 per enplaned passenger.

Projects intended to be funded either wholly or in part are:

Airport Master Plan Update	\$100,000
Wildlife Hazard Reduction Equipment	\$15,000
Terminal Bldg Improvements-Boarding Bridge Replacement-Ph 1-Prelim Engineering	\$30,000
Airfield Electrical Vault Rehabilitation	\$700,000
Administrative Expenses	\$60,000
Total	\$905,000

City Council approval of this PFC application does not in itself imply approval to proceed with the expenditure of funds on any of the listed projects. Staff will request appropriate City budget approval and/or contract approval as applicable, prior to the initiation of each project. Assuming FAA approval of this application, the amounts indicated above are the maximum amount that

may be expended from PFC funds for each project, unless the application is subsequently amended per 14 CFR Part 158.

FISCAL IMPACT

This PFC application will span approximately one year and four months through April 2018 to collect the proposed amount of \$905,000. The exact time depends upon the number of monthly enplanements at Killeen-Fort Hood Regional Airport. PFC charges are deposited in account number 529-0000-325.05-00 PASSENGER FACILITY CHARGE; the FY 15-16 revenue budget estimate for this account is \$634,773.

RECOMMENDATION

City Council authorize the City Manager to approve the collection of up to \$905,000 in passenger facility charges at the rate of \$4.50 per enplaned passenger and authorize the Executive Director of Aviation to submit the necessary application documents to the FAA to obtain FAA approval for said collection and use.



City of Killeen

Legislation Details

File #: RS-16-011 **Version:** 1 **Name:** Rehabilitate 13,596 Feet of Wastewater Main
Type: Resolution **Status:** Resolutions
File created: 1/14/2016 **In control:** City Council
On agenda: 2/9/2016 **Final action:**
Title: Consider a memorandum/resolution authorizing the award of a construction contract to Insituform Technologies, LLC, to rehabilitate 13,596 feet of wastewater main.
Sponsors: Water & Sewer, Engineering, Public Works Department
Indexes:
Code sections:
Attachments: [Council Memorandum](#)
[Insituform BuyBoard Proposal](#)

Date	Ver.	Action By	Action	Result
2/2/2016	1	City Council Workshop		

CITY COUNCIL MEMORANDUM

AGENDA ITEM

Authorize the Award of a Construction Contract with Insituform Technologies, LLC, to Rehabilitate 13,596 feet of Wastewater Main

ORIGINATING DEPARTMENT

Public Works/Water and Sewer Division

BACKGROUND INFORMATION

The 2012 Water and Wastewater Master Plan includes the rehabilitation of wastewater mains found defective through the sanitary sewer evaluation survey (SSES). Pipeline Analysis, who completed the SSES for Phases 2 and 3, recommends the rehabilitation of 13,596 feet of wastewater mains through a process called "cured in place pipe" (CIPP).

The Texas BuyBoard, a Local Government Purchasing Cooperative, was used to negotiate a contract for the rehabilitation of the 13,596 feet of wastewater main. The purpose of the Texas BuyBoard is to obtain the benefits and efficiencies that accrue to members of the cooperative, to comply with state bidding requirements, and to identify qualified vendors of needed commodities, goods, and services. All items or services available for purchase on the Texas BuyBoard have been competitively procured according to Texas statutes. While all items on the Texas BuyBoard have been competitively procured, members can negotiate lower pricing for services rendered by qualified BuyBoard vendors.

DISCUSSION/CONCLUSION

City staff began negotiations with Insituform Technologies, LLC, for the CIPP rehabilitation of the 13,596 feet of wastewater main. Insituform Technologies' BuyBoard proposal for a total cost of \$1,068,234.85 includes the CIPP rehabilitation of wastewater mains ranging in sizes from 8-inch to 21-inch. After evaluating the proposal, City staff has concluded that Insituform Technologies submitted a fair and reasonable proposal. Based upon this evaluation and past experience with Insituform Technologies, staff recommends the award of this CIPP rehabilitation contract to Insituform Technologies, LLC, in the amount of \$1,068,234.85.

FISCAL IMPACT

Funding for this project is available in the amount of \$1,068,234.85 through Account Number 386-3495-800.54-94 of the 2013 Water & Sewer Bond.

RECOMMENDATION

Recommend that the City Council authorize the City Manager to enter into an agreement with Insituform Technologies, LLC, for a construction contract to rehabilitate 13,596 feet of wastewater main for the amount of \$1,068,234.85, and that the City Manager is expressly authorized to execute any and all change orders within the amounts set by state and local law.



17988 Edison Ave.
Chesterfield, Mo 63005

Tel: (713) 845-3002
Fax: (713) 980-0782

www.insituform.com

January 8, 2016

Buyboard Proposal

Mr. Steve Kana, P.E.
Director of Water & Sewer Utilities
City of Killeen
1901 Botanical Dr.
Killeen, Tx 76542

Project Name: City of Killeen, Tx – Sewer Line Rehabilitation Phase 2 CIPP

Insituform Technologies, LLC. herein proposes to furnish all labor, materials, equipment and services for accomplishing the referenced task (as described in the project location maps presented by the Owner) utilizing The Local Government Purchasing Cooperative Contract #462-14 administered through the BuyBoard.

Assumptions and Qualifications

We have based this proposal on a nominal wall thickness for the Insitutube as shown in the price. This is based on the best available information at the time of this proposal. Existing pipe deterioration in excess of the conditions assumed, ground water loads in excess of those assumed, or other loads or conditions may increase the recommended thickness for all or portions of the work. Final recommendations may be submitted to you following the completion of the preliminary TV phase of the project. Stated prices are subject to adjustment if design changes are agreed upon.

Laterals. During TV inspection all side sewers are verified, using best practical efforts, to determine if each is an active hook up. Normal practice only reinstates those that are active. You may direct us to reinstate all, or specific laterals, as you desire. This proposal, unless otherwise stated and a pay item provided, assumes that all laterals will be reconnected. Specific service connections will not be reconnected only when a written directive is received from the Owner. The Owner will indemnify and hold Insituform Technologies, LLC. harmless from all claims arising from backups and other effects of such actions or inaction's.

Insituform will supply the Owner, Payment, and Performance Bonds and Certificate of Insurance following acceptance of this proposal.

The pricing in this proposal assumes that all Technical Specifications set forth by the BuyBoard will be strictly adhered to. Any changes to these specifications must be noted and agreed upon by both parties prior to finalizing the proposal pricing. This proposal provides for the rehabilitation of the manhole walls / benches including the necessary adjustment, sealing and replacement of the rings and covers. The Owner shall provide the manhole ring and cover for the contractor to install. This proposal does not provide for any unknown point repairs or internal obstruction removals other than the roots.

Water shall be provided at no cost to Insituform Technologies, LLC. for all construction phases of this project. Insituform Technologies, LLC. will follow all required deposit, backflow prevention, and metering procedures.

Proposal Terms and Conditions

Terms and Conditions from The Local Government Purchasing Cooperative Contract are available upon request from the BuyBoard. Any changes to these conditions must be noted and agreed upon by both parties.

Insituform Buyboard Proposal - City of Killeen, Tx – Sewer Line Rehabilitation Phase 2 CIPP

Proposal Pricing

Killeen TX Phase II		Unit of	Per Bid		
Bid Item per Docs	Description	Measure	Quantity	Bid Price	Total
1	Mobilization (Clean TV Crew)	LS	1	\$ 3,500.00	\$ 3,500.00
2	8" Clean and CCTV Sanitary Sewer	LF	5,253	\$ 5.00	\$ 26,265.00
3	10" Clean and CCTV Sanitary Sewer	LF	2,591	\$ 5.00	\$ 12,955.00
4	12" Clean and CCTV Sanitary Sewer	LF	3,115	\$ 6.00	\$ 18,690.00
5	15" Clean and TV sanitary sewer	LF	1,019	\$ 8.00	\$ 8,152.00
6	18" Clean and TV sanitary sewer	LF	129	\$ 11.00	\$ 1,419.00
7	21" Clean and TV sanitary sewer	LF	1,489	\$ 12.00	\$ 17,868.00
8	Re-setup for TV due to Point Repairs	EA	5	\$ 100.00	\$ 500.00
9	Root Removal	LF	7,500	\$ 2.50	\$ 18,750.00
10	Grease Removal	LF	1,500	\$ 1.00	\$ 1,500.00
11	Mobilization (CIPP Crew)	LS	1	\$ 3,500.00	\$ 3,500.00
12	CIPP Short Length Add-On (<300 LF)	IN/DIA/LF	2,322	\$ 5.00	\$ 11,610.00
13	8" x 6.0mm CIPP	LF	5,253	\$ 30.00	\$ 157,590.00
14	10" x 6.0mm CIPP	LF	2,591	\$ 32.00	\$ 82,912.00
15	12" x 6.0mm CIPP	LF	3,115	\$ 45.00	\$ 140,175.00
16	15" x 7.5mm	LF	1,019	\$ 55.00	\$ 56,045.00
17	18" x 9.0mm	LF	129	\$ 65.00	\$ 8,385.00
18	21" x 9.0mm	LF	1,489	\$ 85.00	\$ 126,565.00
19	21" & 24" Additional 1.5mm	LF	1,489	\$ 10.75	\$ 16,006.75
20	6" - 12" CIPP Setup Charge Per Install Length	LF	10,959	\$ 8.90	\$ 97,535.10
21	15" - 21" CIPP Setup Charge Per Install Length	LF	2,637	\$ 22.00	\$ 58,014.00
22	Internal reconnects	EA	35	\$ 150.00	\$ 5,250.00
23	6" - 21" Post CCTV Inspection After Rehabilitation	LF	13,596	\$ 1.50	\$ 20,394.00
24	Set Up 4" Pump (Per Pump)	EA	15	\$ 300.00	\$ 4,500.00
25	Set Up 6" Pump (Per Pump)	EA	22	\$ 650.00	\$ 14,300.00
26	Set Up 4" Piping	LF	6,154	\$ 1.00	\$ 6,154.00
27	Set Up 6" Piping	LF	6,172	\$ 2.50	\$ 15,430.00
28	Set Up 12" Piping	LF	1,618	\$ 15.00	\$ 24,270.00
29	Operate 4" pumping System	Day	15	\$ 100.00	\$ 1,500.00
30	Operate 6" pumping System (Per pump)	Day	35	\$ 550.00	\$ 19,250.00
31	Traffic control	Day	40	\$ 300.00	\$ 12,000.00
32	Lighted Arrow Board (Per Arrow Board)	Day	15	\$ 250.00	\$ 3,750.00
33	P & P Bond	LS	1	\$ 13,500.00	\$ 13,500.00
34	Owner directed contingency allowance for point repair, obstruction removal, or unforeseen condition (As approved by Owner)	AL	1	\$ 60,000.00	\$ 60,000.00
					\$ 1,068,234.85

Insituform Buyboard Proposal - City of Killeen, Tx – Sewer Line Rehabilitation Phase 2 CIPP

Offered By:

Accepted By:

INSITUFORM TECHNOLOGIES, LLC.

CITY OF KILLEEN, TX



**TIM NAYLOR
512-677-8732**

SIGNATURE

DATE

NAME

TITLE

Is this Project Tax Exempt? _____ If Yes, please provide Tax Exemption Form and, where applicable, Project Exemption Form.

Does this Project require Certified Payroll? _____ Are there wage rates? _____. If yes, please provide a copy of the wage rates.

This accepted proposal constitutes a formal agreement. If you initiate a purchase order or other contract document it shall not be acknowledged without this accepted proposal as an attachment.



City of Killeen

Legislation Details

File #: RS-16-012 **Version:** 1 **Name:** Heritage Oaks Segment 4 PSA
Type: Resolution **Status:** Resolutions
File created: 1/15/2016 **In control:** City Council
On agenda: 2/9/2016 **Final action:**
Title: Consider a memorandum/resolution authorizing the City Manager to enter into a professional services agreement with Mitchell and Associates, Inc. for the design of Segment 4 of the Heritage Oaks Hike and Bike Trail.
Sponsors: Public Works Department, Transportation Division
Indexes:
Code sections:
Attachments: [Council Memorandum Agreement](#)

Date	Ver.	Action By	Action	Result
2/2/2016	1	City Council Workshop		

CITY COUNCIL MEMORANDUM

AGENDA ITEM

CONSIDER A MEMORANDUM/RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER A PROFESSIONAL SERVICES AGREEMENT WITH MITCHELL & ASSOCIATES, INC. FOR THE DESIGN OF SEGMENT 4 OF THE HERITAGE OAKS HIKE AND BIKE TRAIL PROJECT

ORIGINATING DEPARTMENT

Public Works - Transportation Division

BACKGROUND INFORMATION

On January 16, 2015, the Texas Department of Transportation (TxDOT), in cooperation with the Federal Highway Administration, issued a 2015 Call for Project nominations for the statewide Transportation Alternative Program (TAP). Under the program, 80% of eligible projects costs can be reimbursed with the nominating entity providing at least 20% of the projects allowable costs.

On January 20, 2015, a special Council workshop was held to present the proposed Heritage Oaks Hike and Bike Trail. The City Council indicated a consensus for the allocation of \$1,300,000 of existing bond funds for the Heritage Oaks Park project. City Council also authorized staff to enter into negotiation for the design of the proposed hike and bike trail portion of the project.

On April 28, 2015, the City Council authorized the City Manager to submit a TAP application for Segment 4 of the Heritage Oaks Hike and Bike Trail (CCM/R 15-044R). On May 4, 2015, the City of Killeen submitted an application to TxDOT requesting \$2,448,282 for the 2015 TAP Call for Projects. On September 24, 2015, the City of Killeen was awarded \$2,448,281 for Segment 4 of the Heritage Oaks Hike and Bike Trail.

On December 15, 2015, City Council authorized entering into an Advance Funding Agreement with TxDOT for Segment 4 of the Heritage Oaks Hike and Bike Trail accepting the TAP funds and committing to the design and construction of the project (CCM/R 15-145R).

DISCUSSION/CONCLUSION

The Heritage Oaks Hike and Bike Trail plan ultimately provides for over 6.5 miles of multi-use trail connecting the following: Central Texas Expressway/US 190 in Killeen, TX; Purser Family Park in Harker Heights, TX; the Heritage Oaks park area in Killeen, TX; a Killeen Independent School District (KISD) Elementary School; and Stillhouse Hollow Lake.

As proposed, Heritage Oaks Hike and Bike Trail, Segment 4, consists of a 1.5 mile segment of the ultimate multi-use trail and will connect the future residential KISD Elementary School location south to U.S. Government property in Bell County. The trail project contemplates

constructing a 12 foot wide shared use hike and bike trail. All trail sections will be constructed of concrete with several low water crossings and neighborhood connections, along with appropriate pedestrian ramps, striping, signage, and street crossings. In addition, the following trail amenities will be provided: a trail head, bicycle racks, emergency call boxes, pet waste stations, trash receptacles, gateway signage, seating areas, and trail lighting. The project will also include multiple pedestrian bridges that will spur neighborhood connections and provide significantly increased access across Trimmier Creek within the Heritage Oaks Regional Park area.

In accordance with City Council's previous direction, City staff has negotiated a professional services agreement with Mitchell & Associates, Inc. that conforms to the requirements and deadlines associated with the Advanced Funding Agreement entered into between the City and TxDOT and provides for engineering design, surveying and environmental clearance services for Segment 4 of the Heritage Oaks Hike and Bike Trail.

FISCAL IMPACT

The total fiscal impact associated with this agreement is \$320,000. Funding in the amount of \$320,000 is available in the 2014 General Obligation Bond- Heritage Park Project account (348-3490-800.58-80).

RECOMMENDATION

City staff recommends that the City Council authorize the City Manager to enter into an agreement with Mitchell and Associates, Inc., for a professional engineering services agreement for the design of Segment 4 of the Heritage Oaks Hike and Bike Trail, in the amount of \$320,000, and that the City Manager be authorized to execute any and all change orders within the amount established by state and local law.

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

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

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly By

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

AMERICAN CONSULTING ENGINEERS COUNCIL

AMERICAN SOCIETY OF CIVIL ENGINEERS

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

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1420 King Street, Alexandria, VA 22314

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

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

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

THIS IS AN AGREEMENT effective as of _____, _____ (“Effective Date”) between

_____ (“OWNER”)
The City of Killeen, Texas

and _____ (“ENGINEER”).
Mitchell & Associates, Inc.

OWNER intends to Construct the Heritage Oaks Hike and Bike Trail, Segment 4 as generally shown on attached pictorial depiction.

_____ (“Project”).

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

ARTICLE 1 - SERVICES OF ENGINEER

1.01 Scope

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

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

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

ARTICLE 2 - OWNER'S RESPONSIBILITIES

2.01 General

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

ARTICLE 3 - TIMES FOR RENDERING SERVICES

3.01 General

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

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

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

3.02 Suspension

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

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

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

ARTICLE 4 - PAYMENTS TO ENGINEER

4.01 Methods of Payment for Services and Reimbursable Expenses of ENGINEER

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

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

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

4.02 Other Provisions Concerning Payments

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

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

charges. Payments will be credited first to interest and then to principal.

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

D. *Payments Upon Termination.*

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

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

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

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

ARTICLE 5 - OPINIONS OF COST

5.01 Opinions of Probable Construction Cost

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

5.02 Designing to Construction Cost Limit

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

5.03 Opinions of Total Project Costs

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

ARTICLE 6 - GENERAL CONSIDERATIONS

6.01 Standards of Performance

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

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

C. ENGINEER shall perform or furnish professional engineering and related services in all phases of the Project to which this Agreement applies. ENGINEER shall serve as OWNER's prime professional for the Project. ENGINEER may employ such ENGINEER's Consultants as ENGINEER deems necessary to assist in the

performance or furnishing of the services. ENGINEER shall not be required to employ any ENGINEER's Consultant unacceptable to ENGINEER.

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

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

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

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

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

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

applicable to Contractor's furnishing and performing the Work.

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

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

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

6.02 Authorized Project Representatives

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

6.03 Design without Construction Phase Services

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

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

6.04 Use of Documents

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

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

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

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

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

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

ENGINEER's Consultants from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting therefrom.

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

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

6.05 Insurance

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

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

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

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

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

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

6.06 Termination

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

1. *For cause,*

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

b. By ENGINEER:

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

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

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

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

2. *For convenience,*

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

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

uncompleted tasks, and to assemble Project materials in orderly files.

6.07 Controlling Law

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

6.08 Successors, Assigns, and Beneficiaries

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

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

C. Unless expressly provided otherwise in this Agreement:

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

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

6.09 Hazardous Environmental Condition

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

B. OWNER has disclosed to the best of its knowledge to ENGINEER the existence of all Asbestos, PCB's, Petroleum, Hazardous Waste, or Radioactive

Material located at or near the Site, including type, quantity and location.

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

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

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

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

6.10 Allocation of Risks

A. Indemnification

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

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

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

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

6.11 Notices

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

6.12 Survival

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

6.13 Severability

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

6.14 Waiver

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

6.15 Headings

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

ARTICLE 7 - DEFINITIONS

7.01 Defined Terms

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

1. *Addenda*--Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Documents.
2. *Additional Services*--The services to be performed for or furnished to OWNER by ENGINEER in accordance with Exhibit A, Part 2 of this Agreement.
3. *Agreement*--This "Standard Form of Agreement between OWNER and ENGINEER for Professional Services," including those Exhibits listed in Article 8 hereof.
4. *Application for Payment*--The form acceptable to ENGINEER which is to be used by Contractor in requesting progress or final payments for the completion of its Work and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
5. *Asbestos*--Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the

United States Occupational Safety and Health Administration.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

32. *Record Drawings*--The Drawings as issued for construction on which the ENGINEER, upon completion of the Work, has shown changes due to Addenda or Change

Orders and other information which ENGINEER considers significant based on record documents furnished by Contractor to ENGINEER and which were annotated by Contractor to show changes made during construction.

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 8 - EXHIBITS AND SPECIAL PROVISIONS

8.01 Exhibits Included

A. Exhibit A, "ENGINEER's Services," consisting of 10 pages.

B. Exhibit B, "OWNER's Responsibilities," consisting of 3 pages.

C. Exhibit C, "Payments to Engineer for Services and Reimbursable Expenses," consisting of 2 pages.

~~D. Exhibit D, "Duties, Responsibilities and Limitations of Authority of Resident Project Representative," consisting of 4 pages.~~

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

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

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

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

8.02 Total Agreement

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

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

OWNER: CITY OF KILLEEN

ENGINEER: MITCHELL & ASSOCIATES, INC

By: Glenn Morrison

By: Mike Kriegel, P. E.

Title: City Manager

Title: Vice President

Date Signed: _____

Date Signed: _____

Address for giving notices:

Address for giving notices:

P.O. Box 1329

102 N. College

Killeen, TX 76540-1329

P.O. Box 1088

Killeen, Texas 76541

Designated Representative (paragraph 6.02.A):

David Olson, P.E.

Designated Representative (paragraph 6.02.A):

Title: Director of Transportation

Ben Wilson

Phone Number: 254-616-3180

Title: Project Manager

Facsimile Number: _____

E-Mail Address: dolson@killeentexas.gov

Phone Number: 254-493-0766

Facsimile Number: 254-634-2141

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

Initial:

OWNER _____
ENGINEER _____

ENGINEER's Services

Article 1 of the Agreement is amended and supplemented to include the following agreement of the parties. ENGINEER shall provide Basic and Additional Services as set forth below.

PART 1 -- BASIC SERVICES

A1.01 *Study and Report Phase* - **NOT APPLICABLE**

~~A. ENGINEER shall:~~

- ~~1. Consult with OWNER to define and clarify OWNER's requirements for the Project and available data.~~
- ~~2. Advise OWNER as to the necessity of OWNER's providing data or services of the types described in Exhibit B which are not part of ENGINEER's Basic Services, and assist OWNER in obtaining such data and services.~~
- ~~3. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project designed or specified by ENGINEER, including but not limited to mitigating measures identified in the environmental assessment.~~
- ~~4. Identify and evaluate _____ alternate solutions available to OWNER and, after consultation with OWNER, recommend to OWNER those solutions which in ENGINEER's judgment meet OWNER's requirements for the Project.~~
- ~~5. Prepare a report (the "Report") which will, as appropriate, contain schematic layouts, sketches and conceptual design criteria with appropriate exhibits to indicate the agreed to requirements, considerations involved, and those alternate solutions available to OWNER which ENGINEER recommends. This Report will be accompanied by ENGINEER's opinion of Total Project Costs for each solution which is so recommended for the Project with each component separately itemized, including the following, which will be separately itemized: opinion of probable Construction Cost, allowances for contingencies and for the estimated total costs of design, professional, and related services provided by ENGINEER and, on the basis of information furnished by OWNER, allowances for other items and services included within the definition of Total Project Costs.~~
- ~~6. Perform or provide the following additional Study and Report Phase tasks or deliverables:~~
- ~~7. Furnish _____ review copies of the Report to OWNER within _____ days of authorization to begin services and review it with OWNER.~~
- ~~8. Revise the Report in response to OWNER's and other parties' comments, as appropriate, and furnish _____ final copies of the revised Report to the OWNER within _____ days after completion of reviewing it with OWNER.~~

~~B. ENGINEER's services under the Study and Report Phase will be considered complete on the date when the final copies of the revised Report have been delivered to OWNER.~~

A1.02 *Preliminary Design Phase*

1. Consult with OWNER to define and clarify OWNER's requirements for the Project and available data.

2. Advise OWNER as to the necessity of OWNER's providing data or services of the types described in Exhibit B which are not part of ENGINEER's Basic Services, and assist OWNER in obtaining such data and services.
 3. Identify, consult with, analyze, and comply with requirements of governmental authorities having jurisdiction to approve the Project designed by ENGINEER, including, without limitation, compliance with the provisions of the applicable Advanced Funding Agreement between OWNER and the Texas Department of Transportation (TxDOT), which is incorporated herein for all purposes.
 4. Provide the necessary research and field surveys to accurately locate the existing channel and parkway area and perform topographic and utility mapping adequate for performance of schematic design for the project. Utility mapping will be based upon information obtained from utility owners.
 5. Work collaboratively with the Owner to identify and evaluate alternate solutions available to OWNER and, after consultation with OWNER, recommend to OWNER those solutions which in ENGINEER's judgment meet OWNER's requirements for the Project, as described below:
 - a. Proposed sidewalks, pedestrian bridges, shelters, and lighting to provide an adequate parkway for pedestrian travel.
 6. Upon approval of the schematic concept collaboratively developed, and prior to completion of the Preliminary Design Phase, the Engineer shall be authorized to begin Final Design of the Project.
 7. Complete topographic and utility mapping surveys adequate to complete final design of the project.
 8. Based on the information contained in the Preliminary Design Phase documents, submit a revised opinion of probable Construction Cost and any adjustments to Total Project Costs known to ENGINEER.
 9. Perform or provide the following additional Preliminary Design Phase tasks or deliverables:
 - a. Consultant will perform parcel surveys as part of the project scope.
 - b. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
 - c. Explorations and tests of subsurface conditions at or contiguous to the Site, drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site, or hydrographic surveys, with appropriate professional interpretation thereof.
 - d. Environmental assessments, audits, investigations and impact statements, and other relevant environmental or cultural studies as to the Project, the Site, and adjacent areas.
 - e. Prepare and process for approval appropriate FEMA LOMR.
 10. Furnish the Preliminary Design Phase documents to and review them with OWNER.
 11. Submit to OWNER seven (7) copies and one digital copy (.pdf) of the Preliminary Design Phase documents (30% and 60%) and revised opinion of probable Construction Cost within **deadlines provided in Exhibit H** after authorization to proceed with this project.
- B. ENGINEER's services under the Preliminary Design Phase will be considered complete on the date when final copies of the Preliminary Design Phase documents have been delivered to OWNER.

A1.03 *Final Design Phase*

- A. After authorization by the Owner to begin Final Design and in keeping with the Preliminary Design Phase documents and revised opinion of probable Construction Cost as determined in the Preliminary Design Phase,

but subject to any OWNER-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon written authorization from OWNER, ENGINEER shall:

1. On the basis of the above acceptance, direction, and authorization, prepare final Construction Documents indicating the scope, extent, and character of the Work to be performed and furnished by Contractor. Specifications will be prepared, utilizing TxDOT Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges 2014 Edition for all roadway materials and activities. For other materials and activities specifications shall be in general conformance with the City of Killeen Infrastructure Design and Development Standards (IDDSM).
 2. Provide technical criteria, written descriptions, and design data for OWNER's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design of the Project and assist OWNER in consultations with appropriate authorities.
 3. Advise OWNER of any adjustments to the opinion of probable Construction Cost and any adjustments to Total Project Costs known to ENGINEER.
 4. Perform or provide the following additional Final Design Phase tasks or deliverables:
 - a. The Engineer will prepare all necessary drawings required to issue a bid set for construction including plan and profiles, drainage layouts, erosion control plans, signage, quantity sheets, details, and City of Killeen standards. Drawings will be prepared for reproduction on 22"x34" plan sheets at a 1:20 scale for the plan-profiles.
 - b. Utility Coordination – The Engineer will coordinate the final locations and conflicts of existing utilities with the respective private utility companies and the City of Killeen and issue on behalf of the City the documentation necessary, to require relocation of the existing facilities.
 - c. Coordination and Submittals – The Engineer will coordinate all permits with the City of Killeen. Submission of the final plans to the City of Killeen will include a copy of the bid schedule, bid specifications (2 copies), opinion of engineer's opinion of probable cost, letters from the private utilities agreeing to clearance of right-of-way, encroachments, and utilities; and, if applicable, a coordination letter and registration number assigned with the Texas Department of Licensing and Regulation (TDLR) for ADA compliance, and certifications for transmittal to TxDOT certifying clear right of way, utility conflicts resolved, absence of railroad conflict issues and other relevant submittals included within Exhibit H.
 - d. The general conditions for the bid documents will be the City of Killeen Standard General Conditions for Construction Contracts.
 5. Prepare and furnish Bidding Documents (90%) for review by Owner, its legal counsel, TxDOT, and other advisors, and assist Owner in the preparation of other related documents within **deadlines provided in Exhibit H** after authorization to proceed with this Project, and review them with Owner. Owner shall submit to Engineer any comments and, subject to the provisions of Paragraph 6.01.G, instructions for revisions within deadlines provided in Exhibit H.
 6. Revise the Bidding Documents in accordance with comments and instructions from the Owner, as appropriate, and submit 7 final copies of the Bidding Documents (100%), a revised opinion of probable Construction Cost, and any other deliverables to Owner within deadlines established in Exhibit H after receipt of Owner's comments and instructions.
- B. In the event that the Work designed or specified by ENGINEER is to be performed or furnished under more than one prime contract, or if ENGINEER's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), OWNER and ENGINEER shall, prior to commencement of the Final Design Phase, develop a schedule for performance of ENGINEER's services during the Final Design, Bidding or Negotiating, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime

contracts. This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such contracts is to proceed concurrently.

- C. The number of prime contracts for Work designed or specified by ENGINEER upon which the ENGINEER's compensation has been established under this Agreement is ONE.
- D. ENGINEER's services under the Final Design Phase will be considered complete on the date when the submittals required by paragraph A1.03.A.6 have been delivered to OWNER.

A1.04 *Bidding or Negotiating Phase*

- A. After acceptance by OWNER of the Bidding Documents and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by OWNER to proceed, ENGINEER shall:
 - 1. Assist OWNER in advertising for and obtaining bids or negotiating proposals for the Work and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-Bid conferences, if any, and receive and process Contractor deposits or charges for the Bidding Documents.
 - 2. Issue Addenda as appropriate to clarify, correct, or change the Bidding Documents.
 - 3. Consult with OWNER as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by Contractor for those portions of the Work as to which such acceptability is required by the Bidding Documents.
 - 4. Perform or provide the following additional Bidding or Negotiating Phase tasks or deliverables:
 - 5. Attend the Bid opening, prepare Bid tabulation sheets, and assist OWNER in evaluating Bids or proposals and in assembling and awarding contracts for the Work.
- B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective Contractors (except as may be required if Exhibit F is a part of this Agreement).

A1.05 *Construction Phase – NOT APPLICABLE*

- ~~A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from OWNER, ENGINEER shall:~~
 - ~~1. *General Administration of Construction Contract.* Consult with OWNER and act as OWNER's representative as provided in the General Conditions. The extent and limitations of the duties, responsibilities and authority of ENGINEER as assigned in said General Conditions shall not be modified, except as ENGINEER may otherwise agree in writing. All of OWNER's instructions to Contractor will be issued through ENGINEER, who shall have authority to act on behalf of OWNER in dealings with Contractor to the extent provided in this Agreement and said General Conditions except as otherwise provided in writing.~~
 - ~~2. *Resident Project Representative (RPR).*~~
 - ~~3. *Selecting Independent Testing Laboratory.* Assist OWNER in the selection of an independent testing laboratory to perform the services identified in paragraph B2.01.0.~~
 - ~~4. *Pre Construction Conference.* Participate in a Pre Construction Conference prior to commencement of Work at the Site.~~
 - ~~5. *Baselines and Benchmarks.* As appropriate, establish baselines and benchmarks for locating the Work which in ENGINEER's judgment are necessary to enable Contractor to proceed.~~

- ~~6. *Visits to Site and Observation of Construction.* In connection with observations of Contractor's work in progress while it is in progress:~~
- ~~a. Make visits to the Site at intervals appropriate to the various stages of construction, as ENGINEER deems necessary, in order to observe as an experienced and qualified design professional the progress and quality of the Work. Such visits and observations by ENGINEER, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress or to involve detailed inspections of Contractor's work in progress beyond the responsibilities specifically assigned to ENGINEER in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on ENGINEER's exercise of professional judgment as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and such observations, ENGINEER will determine in general if Contractor's work is proceeding in accordance with the Contract Documents, and ENGINEER shall keep OWNER informed of the progress of the Work.~~
- ~~b. The purpose of ENGINEER's visits to, and representation by the Resident Project Representative, if any, at the Site, will be to enable ENGINEER to better carry out the duties and responsibilities assigned to and undertaken by ENGINEER during the Construction Phase, and, in addition, by the exercise of ENGINEER's efforts as an experienced and qualified design professional, to provide for OWNER a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents has been implemented and preserved by Contractor. ENGINEER shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work, nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, or for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, ENGINEER neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.~~
- ~~7. *Defective Work.* Recommend to OWNER that Contractor's work be disapproved and rejected while it is in progress if, on the basis of such observations, ENGINEER believes that such work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.~~
- ~~8. *Clarifications and Interpretations; Field Orders.* Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. ENGINEER may issue Field Orders authorizing minor variations from the requirements of the Contract Documents.~~
- ~~9. *Change Orders and Work Change Directives.* Recommend Change Orders and Work Change Directives to OWNER, as appropriate, and prepare Change Orders and Work Change Directives as required.~~
- ~~10. *Shop Drawings and Samples.* Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto. ENGINEER has an obligation to meet any Contractor's submittal schedule that has earlier been acceptable to ENGINEER.~~
- ~~11. *Substitutes and "or equal."* Evaluate and determine the acceptability of substitute or "or equal" materials and equipment proposed by Contractor, but subject to the provisions of paragraph A2.02.A.2 of this Exhibit A.~~

- ~~12. *Inspections and Tests.* Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. ENGINEER's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. ENGINEER shall be entitled to rely on the results of such tests.~~
- ~~13. *Disagreements between OWNER and Contractor.* Render formal written decisions on all claims of OWNER and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of Contractor's work. In rendering such decisions, ENGINEER shall be fair and not show partiality to OWNER or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.~~
- ~~14. *Applications for Payment.* Based on ENGINEER's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:~~
- ~~a. Determine the amounts that ENGINEER recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute ENGINEER's representation to OWNER, based on such observations and review, that, to the best of ENGINEER's knowledge, information and belief, Contractor's work has progressed to the point indicated, the quality of such work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is ENGINEER's responsibility to observe Contractor's work. In the case of unit price work, ENGINEER's recommendations of payment will include final determinations of quantities and classifications of Contractor's work (subject to any subsequent adjustments allowed by the Contract Documents). The responsibilities of ENGINEER contained in paragraph A1.05.A.6.a are expressly subject to the limitations set forth in paragraph A1.05.A.6.b and other express or general limitations in this Agreement and elsewhere.~~
- ~~b. By recommending any payment, ENGINEER shall not thereby be deemed to have represented that observations made by ENGINEER to check the quality or quantity of Contractor's work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to ENGINEER in this Agreement and the Contract Documents. Neither ENGINEER's review of Contractor's work for the purposes of recommending payments nor ENGINEER's recommendation of any payment including final payment will impose on ENGINEER responsibility to supervise, direct, or control Contractor's work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the work in progress, materials, or equipment has passed to OWNER free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between OWNER and Contractor that might affect the amount that should be paid.~~
- ~~15. *Contractor's Completion Documents.*~~
- ~~a. Receive and review maintenance and operating instructions, schedules, and guarantees.~~
- ~~b. Receive bonds, certificates, or other evidence of insurance not previously submitted and required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data approved as provided under paragraph A1.05.A.10, and the annotated record documents which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment. The extent of such ENGINEER's review will be limited as provided in paragraph A1.05.A.10.~~

~~e. ENGINEER shall transmit these documents to OWNER.~~

~~16. *Substantial Completion.* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with OWNER and Contractor, conduct an inspection to determine if the Work is Substantially Complete. If after considering any objections of OWNER, ENGINEER considers the Work Substantially Complete, ENGINEER shall deliver a certificate of Substantial Completion to OWNER and Contractor.~~

~~17. *Additional Tasks.* Perform or provide the following additional Construction Phase tasks or deliverables:~~

~~18. *Final Notice of Acceptability of the Work.* Conduct a final inspection to determine if the completed Work of Contractor is acceptable so that ENGINEER may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, ENGINEER shall also provide a notice in the form attached hereto as Exhibit E (the "Notice of Acceptability of Work") that the Work is acceptable (subject to the provisions of paragraph A1.05.A.14.b) to the best of ENGINEER's knowledge, information, and belief and based on the extent of the services provided by ENGINEER under this Agreement.~~

~~B. *Duration of Construction Phase.* The Construction Phase will commence with the execution of the first Construction Agreement for the Project or any part thereof and will terminate upon written recommendation by ENGINEER for final payment to Contractors. If the Project involves more than one prime contract as indicated in paragraph A1.03.C, Construction Phase services may be rendered at different times in respect to the separate contracts.~~

~~C. *Limitation of Responsibilities.* ENGINEER shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing any of the Work. ENGINEER shall not be responsible for failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.~~

A1.06 *Post-Construction Phase*

A. Upon written authorization from OWNER, ENGINEER, during the Post-Construction Phase, shall:

1. Provide assistance in connection with the testing and adjusting of Project equipment or systems.
2. Assist OWNER in training OWNER's staff to operate and maintain Project, equipment, and systems.
3. Assist OWNER in developing procedures for control of the operation and maintenance of, and record keeping for Project equipment and systems.
4. Together with OWNER, visit the Project to observe any apparent defects in the Work, assist OWNER in consultations and discussions with Contractor concerning correction of any such defects, and make recommendations as to replacement or correction of Defective Work, if present.
5. Perform or provide the following additional Post-Construction Phase tasks or deliverables:
6. In company with OWNER or OWNER's representative, provide an inspection of the Project within one month before the end of the Correction Period to ascertain whether any portion of the Work is subject to correction.

B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate at the end of the Correction Period.

PART 2 -- ADDITIONAL SERVICES

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

- A. If authorized in writing by OWNER, ENGINEER shall furnish or obtain from others Additional Services of the types listed below. These services will be paid for by OWNER as indicated in Article 4 of the Agreement.
1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
 2. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by OWNER.
 3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by ENGINEER or its design requirements including, but not limited to, changes in size, complexity, OWNER's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date of this Agreement or are due to any other causes beyond ENGINEER's control.
 4. Services resulting from OWNER's request to evaluate additional ~~Study and Report Phase~~ alternative solutions beyond those identified in paragraph A1.02.5.
 5. Services required as a result of OWNER's providing incomplete or incorrect Project information with respect to Exhibit B.
 6. Providing renderings or models for OWNER's use.
 7. Undertaking investigations and studies including, but not limited to, detailed consideration of operations, maintenance, and overhead expenses; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules, and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing, and assisting OWNER in obtaining process licensing; detailed quantity surveys of materials, equipment, and labor; and audits or inventories required in connection with construction performed by OWNER.
 8. Furnishing services of ENGINEER's Consultants for other than Basic Services.
 9. Services attributable to more prime construction contracts than specified in paragraph A1.03.C.
 10. Services during out-of-town travel required of ENGINEER other than for visits to the Site or OWNER's office.
 11. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review requested by OWNER; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other Bidding Documents as a result of such review processes.
 12. Preparing additional Bidding Documents or Contract Documents for alternate bids or prices requested by OWNER for the Work or a portion thereof.
 13. Determining the acceptability of substitute materials and equipment proposed during the Bidding or Negotiating Phase when substitution prior to the award of contracts is allowed by the Bidding Documents.
 14. Assistance in connection with Bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required by Exhibit F.

15. Providing construction surveys and staking to enable Contractor to perform its work other than as required under paragraph A1.05.A.5.
16. Providing Construction Phase services beyond the Contract Times set forth in Exhibit C.
17. Providing assistance in resolving any Hazardous Environmental Condition in compliance with current Laws and Regulations.
18. Preparing and furnishing to OWNER Record Drawings showing appropriate record information based on Project annotated record documents received from Contractor.
19. Preparation of operation and maintenance manuals.
20. Preparing to serve or serving as a consultant or witness for OWNER in any litigation, arbitration or other dispute resolution process related to the Project.
21. Providing more extensive services required to enable ENGINEER to issue notices or certifications requested by OWNER under paragraph 6.01.G of the Agreement.
22. Other services performed or furnished by ENGINEER not otherwise provided for in this Agreement.

A2.02 *Required Additional Services*

- A. ENGINEER shall perform or furnish, without requesting or receiving specific advance authorization from OWNER, the Additional Services of the types listed below. ENGINEER shall advise OWNER in writing promptly after starting any such Additional Services.
 1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by OWNER so as to make the compensation commensurate with the extent of the Additional Services rendered.
 2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than “or-equal” items; and services after the award of the Construction Agreement in evaluating and determining the acceptability of a substitution which is found to be inappropriate for the Project or an excessive number of substitutions.
 3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
 4. Additional or extended services during construction made necessary by (1) emergencies or acts of God endangering the Work, (2) an occurrence of a Hazardous Environmental Condition, (3) Work damaged by fire or other cause during construction, (4) a significant amount of defective, neglected, or delayed work by Contractor, (5) acceleration of the progress schedule involving services beyond normal working hours, or (6) default by Contractor.
 5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of any part of the Work by OWNER prior to Substantial Completion.
 6. Evaluating an unreasonable claim or an excessive number of claims submitted by Contractor or others in connection with the Work.
 7. Arrange for geotechnical sampling and testing for use with the City of Killeen pavement section determination methodology, TxDOT FPS-19 pavement design, or AASHTO design methodologies.

This is **EXHIBIT B**, consisting of 3 pages, referred to in and part of the **Agreement between OWNER and ENGINEER for Professional Services** dated _____, _____.

Initial:

OWNER _____
ENGINEER _____

OWNER's Responsibilities

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

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

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

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

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

1. Property descriptions.

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

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

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

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

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

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

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

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

- G. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by ENGINEER (including obtaining advice of an attorney, insurance counselor, and other advisors or consultants as OWNER deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by ENGINEER and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.
- I. Provide, as required for the Project:
1. Accounting, bond and financial advisory, independent cost estimating, and insurance counseling services.
 2. Legal services with regard to issues pertaining to the Project as OWNER requires, Contractor raises, or ENGINEER reasonably requests.
 3. Such auditing services as OWNER requires to ascertain how or for what purpose Contractor has used the moneys paid.
 4. Placement and payment for advertisement for Bids in appropriate publications.
- J. Advise ENGINEER of the identity and scope of services of any independent consultants employed by OWNER to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.
- K. Furnish to ENGINEER data as to OWNER's anticipated costs for services to be provided by others for OWNER so that ENGINEER may make the necessary calculations to develop and periodically adjust ENGINEER's opinion of Total Project Costs.
- L. If OWNER designates a construction manager or an individual or entity other than, or in addition to, ENGINEER to represent OWNER at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of ENGINEER.
- M. If more than one prime contract is to be awarded for the Work designed or specified by ENGINEER, designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of ENGINEER as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.
- N. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Substantial Completion and final payment inspections.
- O. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of Samples, materials, and equipment required by the Contract Documents, or to evaluate the performance of materials, equipment, and facilities of OWNER, prior to their incorporation into the Work with appropriate professional interpretation thereof.
- P. Provide inspection or monitoring services by an individual or entity other than ENGINEER (and disclose the identity of such individual or entity to ENGINEER) as OWNER determines necessary to verify:
1. That Contractor is complying with any Laws and Regulations applicable to Contractor's performing and furnishing the Work.
 2. That Contractor is taking all necessary precautions for safety of persons or property and complying with any special provisions of the Contract Documents applicable to safety.

- Q. Provide ENGINEER with the findings and reports generated by the entities providing services pursuant to paragraphs B2.01.O and P.
- R. Perform or provide the following additional services:
 - 1. City will provide for and oversee all construction management and inspection.

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

Initial:

OWNER _____
ENGINEER _____

Payments to ENGINEER for Services and Reimbursable Expenses

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

ARTICLE 4 -- PAYMENTS TO THE ENGINEER

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

A. OWNER shall pay ENGINEER for Basic Services set forth in Exhibit A, as follows:

1. Progress payments in the amount of \$320,000.00 based on the following assumed distribution of compensation:

Engineering Services

- a. Preliminary Design Phase \$45,000
- b. Final Design Phase \$200,000
- c. Bidding and Negotiating Phase \$5,000

Other Services

- e. Topographic and ROW Survey \$20,000
- f. Reimbursable Expenses
 - 1. Geotechnical Investigation \$ 5,000
 - 2. Environmental Report \$10,000
 - 3. LOMR Prep. and Processing \$35,000

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

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

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

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

6. The construction period for this project is 24 calendar months (subject to Paragraph 3.02 (B)).

7. Per Exhibit A, A1.03.A.5 delivery of final plans and contract documents for this project to the City of Killeen will be in accordance with the deadlines established by Exhibit H.

This is ~~EXHIBIT D~~, consisting of 4 pages, referred to in and part of the ~~Agreement between OWNER and ENGINEER for Professional Services~~ dated _____, _____.

Initial:

OWNER _____
ENGINEER _____

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

Paragraph 1.01C of the Agreement is amended and supplemented to include the following agreement of the parties:

D6.02 — ~~Resident Project Representative~~ **N/A**

~~— A. ENGINEER shall furnish a Resident Project Representative (“RPR”), assistants, and other field staff to assist ENGINEER in observing progress and quality of the Work. The RPR, assistants, and other field staff under this Exhibit D may provide full time representation or may provide representation to a lesser degree.~~

~~— B. Through such additional observations of Contractor’s work in progress and field checks of materials and equipment by the RPR and assistants, ENGINEER shall endeavor to provide further protection for OWNER against defects and deficiencies in the Work. However, ENGINEER shall not, during such visits or as a result of such observations of Contractor’s work in progress, supervise, direct, or have control over the Contractor’s Work nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures selected by Contractor, for safety precautions and programs incident to the Contractor’s work in progress, for any failure of Contractor to comply with Laws and Regulations applicable to Contractor’s performing and furnishing the Work, or responsibility of construction for Contractor’s failure to furnish and perform the Work in accordance with the Contract Documents. In addition, the specific limitations set forth in section A.1.05 of Exhibit A of the Agreement are applicable.~~

~~— C. The duties and responsibilities of the RPR are limited to those of ENGINEER in the Agreement with the OWNER and in the Contract Documents, and are further limited and described as follows:~~

- ~~1. *General:* RPR is ENGINEER’s agent at the Site, will act as directed by and under the supervision of ENGINEER, and will confer with ENGINEER regarding RPR’s actions. RPR’s dealings in matters pertaining to the Contractor’s work in progress shall in general be with ENGINEER and Contractor, keeping OWNER advised as necessary. RPR’s dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with OWNER with the knowledge of and under the direction of ENGINEER.~~
- ~~2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by Contractor and consult with ENGINEER concerning acceptability.~~
- ~~3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project related meetings, and prepare and circulate copies of minutes thereof.~~
- ~~4. *Liaison:*~~
 - ~~a. Serve as ENGINEER’s liaison with Contractor, working principally through Contractor’s superintendent and assist in understanding the intent of the Contract Documents.~~
 - ~~b. Assist ENGINEER in serving as OWNER’s liaison with Contractor when Contractor’s operations affect OWNER’s on Site operations.~~
 - ~~c. Assist in obtaining from OWNER additional details or information, when required for proper execution of the Work.~~

- ~~5. *Interpretation of Contract Documents:* Report to ENGINEER when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by ENGINEER.~~
- ~~6. *Shop Drawings and Samples:*
 - a. Record date of receipt of Samples and approved Shop Drawings.
 - b. Receive Samples which are furnished at the Site by Contractor, and notify ENGINEER of availability of Samples for examination.
 - c. Advise ENGINEER and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by ENGINEER.~~
- ~~7. *Modifications:* Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report with RPR's recommendations to ENGINEER. Transmit to Contractor in writing decisions as issued by ENGINEER.~~
- ~~8. *Review of Work and Rejection of Defective Work:*
 - a. Conduct on Site observations of Contractor's work in progress to assist ENGINEER in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Report to ENGINEER whenever RPR believes that any part of Contractor's work in progress will not produce a completed Project that conforms generally to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise ENGINEER of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.~~
- ~~9. *Inspections, Tests, and System Startups:*
 - a. Consult with ENGINEER in advance of scheduled major inspections, tests, and systems startups of important phases of the Work.
 - b. Verify that tests, equipment, and systems start ups and operating and maintenance training are conducted in the presence of appropriate OWNER's personnel, and that Contractor maintains adequate records thereof.
 - c. Observe, record, and report to ENGINEER appropriate details relative to the test procedures and systems startups.
 - d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections, and report to ENGINEER.~~
- ~~10. *Records:*
 - a. Maintain at the Site orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Contract, ENGINEER's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals received from and delivered to Contractor, and other Project related documents.
 - b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to ENGINEER.~~

- ~~c. Record names, addresses and telephone numbers of all Contractors, subcontractors, and major suppliers of materials and equipment.~~
 - ~~d. Maintain records for use in preparing Project documentation.~~
 - ~~e. Upon completion of the Work, furnish original set of all RPR Project documentation to ENGINEER.~~
- ~~11. Reports:~~
- ~~a. Furnish to ENGINEER periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.~~
 - ~~b. Draft and recommend to ENGINEER proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.~~
 - ~~c. Furnish to ENGINEER and OWNER copies of all inspection, test, and system startup reports.~~
 - ~~d. Report immediately to ENGINEER the occurrence of any Site accidents, any Hazardous Environmental Conditions, emergencies, or acts of God endangering the Work, and property damaged by fire or other causes.~~
- ~~12. Payment Requests: Review Applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to ENGINEER, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.~~
- ~~13. Certificates, Operation and Maintenance Manuals: During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Specifications to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to ENGINEER for review and forwarding to OWNER prior to payment for that part of the Work.~~
- ~~14. Completion:~~
- ~~a. Before ENGINEER issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction.~~
 - ~~b. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public agencies having jurisdiction over the Work.~~
 - ~~c. Participate in a final inspection in the company of ENGINEER, OWNER, and Contractor and prepare a final list of items to be completed or corrected.~~
 - ~~d. Observe whether all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance and issuance of the Notice of Acceptability of the Work.~~
- ~~D. Resident Project Representative shall not:~~
- ~~1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or equal" items).~~
 - ~~2. Exceed limitations of ENGINEER's authority as set forth in the Agreement or the Contract Documents.~~
 - ~~3. Undertake any of the responsibilities of Contractor, subcontractors, suppliers, or Contractor's superintendent.~~

- ~~4. Advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work unless such advice or directions are specifically required by the Contract Documents.~~
- ~~5. Advise on, issue directions regarding, or assume control over safety precautions and programs in connection with the activities or operations of OWNER or Contractor.~~
- ~~6. Participate in specialized field or laboratory tests or inspections conducted off site by others except as specifically authorized by ENGINEER.~~
- ~~7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.~~
- ~~8. Authorize OWNER to occupy the Project in whole or in part.~~

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

Initial:

OWNER _____
ENGINEER _____

NOTICE OF ACCEPTABILITY OF WORK

PROJECT: _____

OWNER:

OWNER's Construction Contract Identification:

EFFECTIVE DATE OF THE CONSTRUCTION AGREEMENT:

CONSTRUCTION CONTRACT DATE:

ENGINEER:

To: OWNER

And To: CONTRACTOR

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

By: _____

Title: _____

Dated: _____, _____

(Reverse side of Notice)

CONDITIONS OF NOTICE OF ACCEPTABILITY OF WORK

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

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

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

Initial:

OWNER _____
ENGINEER _____

Construction Cost Limit

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

F5.02 ~~Designing to Construction Cost Limit~~ **N/A**

~~— A. A Construction Cost limit in the amount of _____ Dollars (\$ _____) is hereby agreed to.~~

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

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

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

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

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

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

Initial:

OWNER _____
ENGINEER _____

Insurance

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

G6.05 *Insurance*

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

1. By ENGINEER:

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

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

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

Initial:

OWNER _____
ENGINEER _____

Special Provisions

1. ENGINEER acknowledges and agrees that all Work shall be completed in compliance with that certain Advanced Funding Agreement between Owner and TxDOT, which ENGINEER has read and understood and which is incorporated herein for all purposes.
2. ENGINEER acknowledges and agrees that as a result of deadlines established by the state (TxDOT), OWNER is required to award a construction contract no later than September 30, 2016. As a result, ENGINEER agrees to adhere to the following deadlines: A) 30% plan submittal no later than April 15, 2016; B) 60% plan submittal no later than May 16, 2016; C) 90% Bidding Document submittal no later than June 6, 2016 (along with all other required certifications (ADA/TDLR, right of way/utility clear certifications, etc.); and D) 100% Bidding Document submittal no later than July 1, 2016.



City of Killeen

Legislation Details

File #: RS-16-013 **Version:** 1 **Name:** Heritage Oaks Hike and Bike Trail Segment 3
Type: Resolution **Status:** Resolutions
File created: 2/3/2016 **In control:** City Council
On agenda: 2/9/2016 **Final action:**
Title: Consider a memorandum/resolution authorizing the City Manager to submit a Transportation Alternatives Program (TAP) application to the Killeen - Temple Metropolitan Planning Organization (KTMPO) to compete for Category 9 funding to construct a portion of Heritage Oaks Hike and Bike Trail, Segment 3.
Sponsors: Public Works Department, Transportation Division
Indexes:
Code sections:
Attachments: [Council Memorandum](#)
[Trail Map](#)
[Call for Projects](#)

Date	Ver.	Action By	Action	Result
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CITY COUNCIL MEMORANDUM

AGENDA ITEM

AUTHORIZE THE CITY MANAGER TO SUBMIT A TRANSPORTATION ALTERNATIVES PROGRAM (TAP) APPLICATION TO THE KILLEEN - TEMPLE METROPOLITAN PLANNING ORGANIZATION TO COMPETE FOR CATEGORY 9 FUNDING TO CONSTRUCT A PORTION OF HERITAGE OAKS HIKE AND BIKE TRAIL, SEGMENT 3

ORIGINATING DEPARTMENT

Public Works - Transportation Division

BACKGROUND INFORMATION

On January 25, 2016, the Killeen - Temple Metropolitan Planning Organization (KTMPO), in cooperation with the Federal Highway Administration, issued a call for project nominations for the Transportation Alternatives Program (TAP) funding. Under the program, the KTMPO has received authority to allocate funds for qualifying non-motorized transportation alternative needs within the boundaries of designated metropolitan planning areas. The Texas Department of Transportation (TxDOT) refers to these funds as "Category 9."

Category 9 funds may be used for the construction of a variety of projects to include pedestrian/bicycle facilities, overlooks, trail heads, and viewing areas. Eligible projects are evaluated and ranked by the KTMPO Technical Advisory Committee. If awarded, the qualifying entity must provide a minimum of 20% matching funds with 80% of allowable project costs being reimbursable. Cost-reimbursement programs require sponsors to pay for project costs upfront with the funding agency providing reimbursement for expenses throughout various stages of the project. Funds are available for obligation for a period of three (3) years after the last day of the fiscal year for which the funds are authorized.

In recent project calls, the City of Killeen has successfully secured funding for several different hike and bike trail projects as well as one major roadway reconstruction project through other programs utilizing federal funds with similar requirements and obligations. Under the Transportation Alternatives Program (TAP), the City of Killeen has been awarded funding for the following: Andy K. Wells Hike and Bike Trail; Killeen-Fort Hood Regional Trail, Segment 3; Heritage Oaks Hike and Bike Trail, Segment 4; and Brookhaven/Rancier Hike and Bike Trail.

DISCUSSION/CONCLUSION

With the submission of this grant application, the City of Killeen would be proposing to extend a portion of Heritage Oaks Hike and Bike Trail, Segment 3 from Trimmier Creek approximately 3,750 feet to the north along the future extension of Rosewood Drive to approximately Flat Slate Drive. The proposed project entails constructing a 12-foot wide concrete trail with associated lighting and trail amenities. This project would provide improved access to transportation alternatives for the community.

FISCAL IMPACT

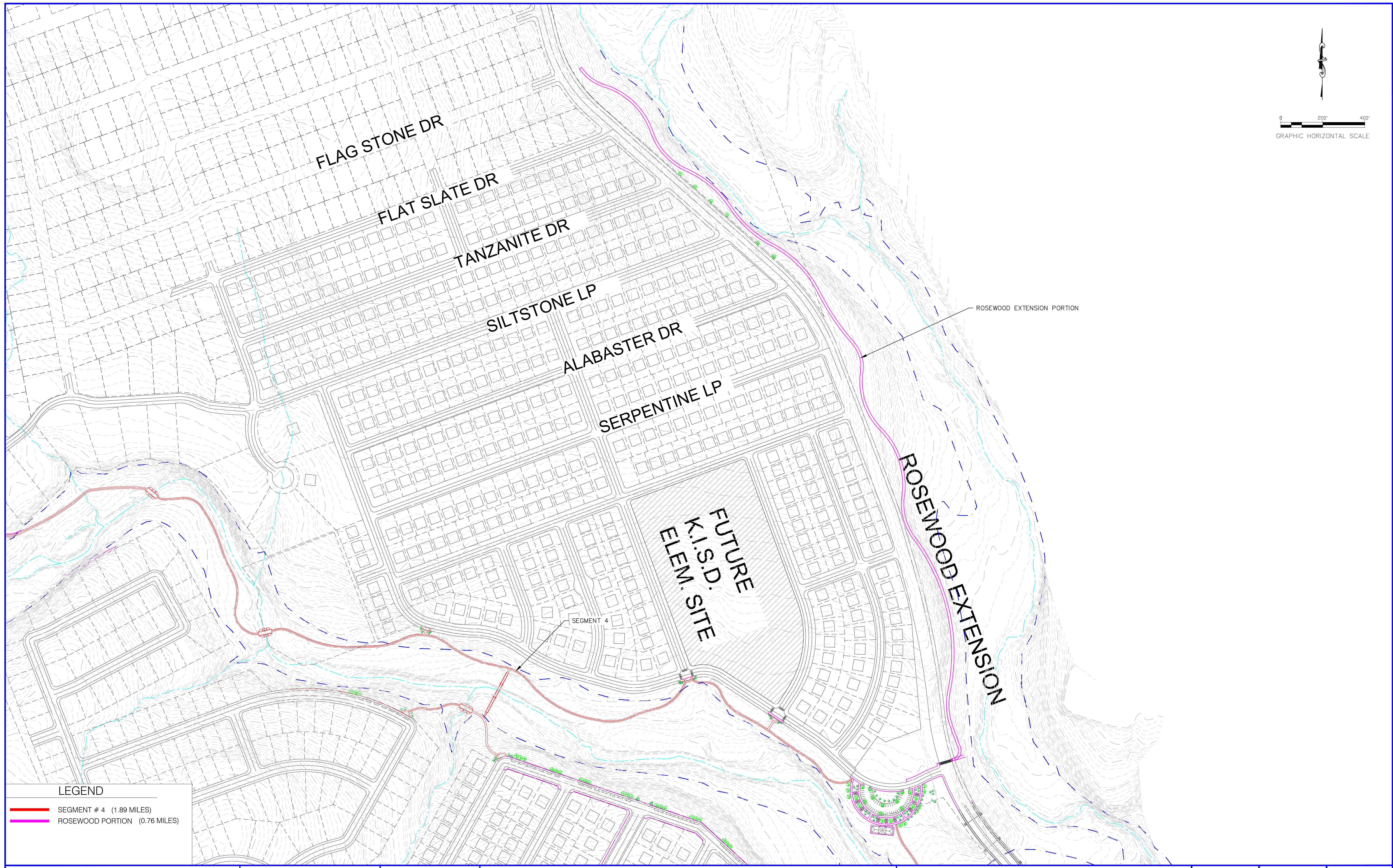
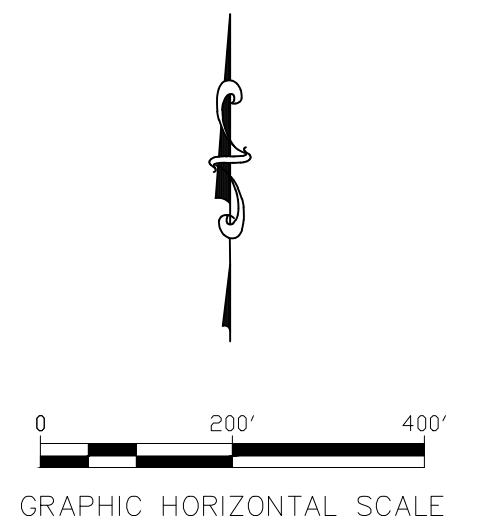
In order to meet the spirit of KTMPO goals, priority consideration is given to those projects that request federal funds for construction-associated costs only. The project budget estimates that the total project costs would be approximately \$800,000. Under the proposed grant application, the City would provide approximately \$160,000 for a construction match. Engineering services would be provided via an upcoming advanced funding agreement resulting from the previously awarded Category 7 funds for the extension of Rosewood Drive and Heritage Oaks Hike and Bike Trail, Segment 3. If awarded the Category 9 grant, the City would be reimbursed up to \$640,000 (proposed grant request) as the project progresses. If the City were to be awarded the Category 9 funds, City staff proposes that funding for the applicable match will be programmed into the FY17 budget and/or the City's General Fund would advance funds necessary for the project as needed with the intention of issuing Certificates of Obligation to cover the City's share of the project. When proceeds from the sale of the certificates are received and reimbursements throughout the course of the project are received, all amounts that had been previously advanced from General Fund would be repaid to the General Fund.

Project Components	Funded By	COK Participation	TAP Participation	Cost
Construction Costs	20%COK/80%CAT 9	\$160,000	\$640,000	\$800,000
Total Costs:		\$160,000	\$640,000	\$800,000

RECOMMENDATION

Recommend that the City Council authorize the City Manager to submit a Transportation Alternatives Program - Category 9 application to the Killeen - Temple Metropolitan Planning Organization for the construction of a portion of Heritage Oaks Hike and Bike Trail, Segment 3 and further that:

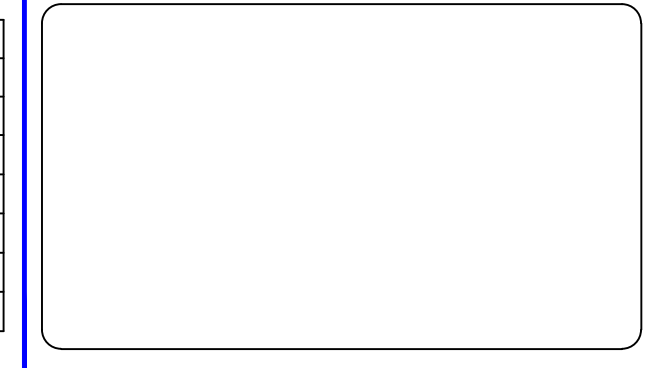
"The City of Killeen supports funding this project as shown in the nomination budget (including the 20% local match for construction costs) and commits to the project's development, implementation, construction, maintenance, management, and financing. The City of Killeen is willing and able to enter into an agreement with KTMPO by resolution or ordinance should the project receive funding."



LEGEND

	SEGMENT # 4 (1.89 MILES)
	ROSEWOOD PORTION (0.76 MILES)

No.	DATE	REVISIONS	REMARKS	BY



HERITAGE PARK HIKE & BIKE TRAIL
 KILLEEN, BELL COUNTY, TEXAS

SHEET TITLE: **HERITAGE PARK PLAN**

MITCHELL & ASSOCIATES, INC.
 ENGINEERING & SURVEYING
 102 N. COLLEGE STREET
 KILLEEN, TEXAS 76541
 PHONE: (254) 634-5541 FAX: (254) 634-2141
 TEXAS BOARD OF PROFESSIONAL ENGINEERS FIRM REGISTRATION NO. 3241
 T. B. P. L. S. FIRM REGISTRATION NO. 100204-00



DATE: January 2016	AREA:	REF:
SCALE: AS SHOWN	LOTS:	DWG#
DWN BY: BTW	BLK:	SHEET

MUNICIPALITY OF KILLEEN (15-63-6-01) Heritage Park Hike & Bike Trail (Eng) (15-63-6-01) 1/29/2016 12:46:01 PM DWG#

Call for Projects

for

KILLEEN – TEMPLE METROPOLITAN PLANNING ORGANIZATION

Proposal Description

Federal Highway Administration
Transportation Alternatives Program (FY15/16/17)

*Central Texas Council of Governments
2180 N. Main
Belton, Texas 76513
(254) 770-2210*

ISSUE DATE: January 25, 2016

RESPONSE DEADLINE: February 22, 2016 4:00 P.M. CST

**KILLEEN – TEMPLE
METROPOLITAN PLANNING ORGANIZATION
Call for Projects
Instructions**

The Central Texas Council of Governments on behalf of the Killeen – Temple Metropolitan Planning Organization, Belton, Texas is soliciting project proposals for:

Federal Highway Administration Transportation Alternatives Program (FY15/16/17)

General Information

The Killeen – Temple Metropolitan Planning Organization hereinafter referred to as KTMPO serves as the planning organization for the federally designated Transportation Management Area located in the Central Texas area. The KTMPO boundary covers all of Bell County and parts of Lampasas and Coryell Counties along with portions of Fort Hood. The Central Texas Council of Governments (CTCOG) serves as the lead agency staff for the KTMPO Transportation Planning Policy Board.

KTMPO is issuing a Call for Projects (CFP) to utilize federal funding available through the Transportation Alternatives Program (TAP). The TAP replaced several programs such as Transportation Enhancements, Recreational Trails, Safe Routes to Schools and several other discretionary programs, wrapping them into a single funding source. The CFP is available on the KTMPO website at www.ktmipo.org and describes detailed activities which need to be completed for submission of a project. Questions about the CFP may be sent via fax to: Christina Demirs, (254) 770-2360 or email to: christina.demirs@ctcog.org. A proposers' conference will be held 2:00 p.m., February 1, 2016 in the CTCOG offices located at 2180 North Main, Belton, Texas 76513. Questions regarding the CFP must be received by end of the proposers' conference. The final Q&A document will be posted on the KTMPO website by close of business on February 5, 2016.

One original of the project response must be received at the CTCOG **by 4:00 p.m. CST on February 22, 2016.** Email submissions are acceptable and must be received by the same deadline.

Submission of Project Proposals

By Mail

Central Texas Council of Governments
Attention: Christina Demirs
P.O. Box 729
Belton, Texas 76513

Hand Delivery

Central Texas Council of Governments
Attention: Christina Demirs
2180 North Main
Belton, Texas 76513

By Email: christina.demirs@ctcog.org

Project Proposals submitted must be marked: "Confidential – Transportation Alternatives Program".

Part I

Proposal Selection Process

The proposals will be evaluated by the KTMPO Technical Advisory Committee. Final approval of selected projects for funding will be made by the KTMPO Transportation Planning Policy Board. However, the KTMPO reserves the right to select an independent review team for the purpose of CFP evaluation should the need arise. The following considerations apply to the selection process:

- A. All proposals considered must be received on time and be responsive to the CFP instructions. Project submissions that do not meet the deadline or are not responsive will not be considered for scoring or selection. Factors that will deem a proposal as non-responsive are:
 - i Response does not meet the minimum matching fund requirements (minimum 20% non-federal funds); and
 - ii Failure to sign the agreement to meet TxDOT deadlines for “Advanced Funding Agreements.”
- B. Only one response per Lead agency will be scored. Partner agencies may participate with more than one responding Lead agency.
- C. Paper responses must be on 8 ½” x 11”, 8 ½” x 14” or 11” x 17” only.
- D. Electronic responses must be formatted for 8 ½” x 11”, 8 ½” x 14” or 11” x 17” output only.
- E. Responses may be submitted for all funding available or a portion of the budget shown in **Part IV**.
- F. KTMPO Technical Advisory Committee (TAC) members may have questions about respondent’s proposals as part of their review. Respondents must be available (either by phone or in person) during the KTMPO TAC meeting to address any questions committee members may have. Respondents will have the opportunity to provide a 5 minutes formal presentation if they desire; this is optional and not required. The KTMPO TAC meeting will be held: **March 2, 2016, 9:30 a.m., at the CTCOG offices, 2180 North Main, Belton, Texas 76513.**
- G. The KTMPO Transportation Planning Policy Board will base final selection on the evaluation factors exhibited in the evaluation criteria (Part II of this document).
- H. Final selections will be posted on the KTMPO website following the Policy Board’s approval (*anticipated March 16, 2016*).

Part II

**Killeen – Temple Metropolitan Planning Organization
Category 9
Transportation Alternatives Program
FY 15/16/17 Scoring Criteria**

Evaluation Category	Scoring Points	Factors
Connectivity	25	Connectivity to facilities such as: schools, business, existing trails, bike paths, bike lanes, sidewalks, transit stops, commuter lots, community centers, school loading zones
Elements of Project Design	20	Design includes facility enhancements such as: sidewalks, trails, trail heads, benches, trash cans, restrooms, showers, parking, shade/water stations, trail signage, drainage, erosion control
Elements of Safety	25	Safety considerations include project features such as: safety lighting, bike-friendly grates, pedestrian crossings, on-street bike lanes, improving sight distance, directional signage, correcting known safety/accident issues, grade separated crossings
Elements of Quality of Life	15	Provides elements that improve the aesthetics and air quality of the community such as: new plantings, removal of noxious weeds, xeriscaping, elimination of plants for fire breaks, grazing deterrent grasses, promoting physical activity, enhancing the cultural/scenic experience, enhancing community identity, reducing congestion
Partnerships/Community Collaboration	10	Lead agencies are encouraged to Partner with one or more agencies. A partnership entity is defined as an entity contributing financially at a minimum of 10% toward the total cost of a project. Scoring for this category is as follows: <ul style="list-style-type: none"> • No partners – 0 points • 1 - 2 partners – up to 5 points • 3 or more partners – up to 10 points
*Environmental Justice	5	<ul style="list-style-type: none"> • No benefit to EJ area – 0 points • Minor benefit to EJ area – 3 points • Significant benefit to EJ area – 5 points
Total	100	

*Maps depicting Environmental Justice areas in the KTMPO region available at http://bit.ly/KTMPO_2014EJ. Maps are also available on the KTMPO website at www.ktmpo.org, *Planning* page, *Download Plans* sidebar.

Part III

CFP Conditions

1. KTMPO reserves the right to accept or reject any or all proposals submitted.
2. This CFP does not commit KTMPO to pay for any cost. Selected Responses will be added to the Metropolitan Transportation Plan (MTP) and the Transportation Improvement Program (TIP). After completion of this task, all communication about contracts and funding will occur between the project sponsor/lead agency and the Texas Department of Transportation District Office.
3. The intent of this CFP is to identify the various project alternatives and estimates of costs. KTMPO is under no legal requirement to execute a contract from any response submitted.
4. Respondent agencies shall not make contact with, or make offers of gratuities or favors, to any officer, employee or member of the KTMPO. Questions should be directed only to the CFP contact person (see pg. 2). Violation of this instruction may result in immediate rejection of the proposed project.
5. All Responses received and their accompanying attachments will become property of KTMPO after submission and materials will not be returned.
6. The contents of a selected Response may become contractual obligations with the Texas Department of Transportation, if a contract is awarded. Failure of the proposer to accept those obligations may result in the cancellation of the Response for selection.
7. KTMPO reserves the right to select more than one Response from the Responses received.

CFP Background and Funds Available

KTMPO received authority to allocate certain federal transportation funds in Fiscal Years 2015, 2016, 2017. Moving Ahead for Progress in the 21st Century (MAP-21) legislation authorized federal transportation funds through the Federal Highway Administration for transportation needs within the boundaries of designated metropolitan planning organizations (MPOs) and transportation management areas (TMAs).

MAP-21 originally established the Transportation Alternatives Program (TAP) to provide for a variety of alternative transportation projects, including many that were previously eligible activities under separately funded programs.

When the Fixing America's Surface Transportation (FAST) Act was adopted in December 2015, the TAP program was repealed and replaced with the Surface Transportation Block Grant Program. FAST Act § 1109. However, the FAST Act reserved funds for transportation alternative projects for the years 2016-2020 and those funds can be obligated pursuant to MAP-21 rules.

Funding Features pursuant to MAP-21:

The TAP is funded by contract authority from the Highway Account of the Highway Trust Fund. Funds are subject to the overall Federal-aid obligation limitation.

An amount equal to 2% of the total amount authorized from the Highway Account of the Highway Trust Fund for Federal-aid highways each fiscal year (FY) is to be reserved for the TAP. 23 USC 213(a), repealed Dec. 4, 2015.

- The national total is divided among States based on each State's proportionate share of FY 2009 Transportation Enhancements funding.
- Within each State, the amount for the TAP is set aside proportionately from the State's National Highway Performance Program (NHPP), Surface Transportation Program (STP), Highway Safety Improvement Program (HSIP), Congestion Mitigation and Air Quality Improvement Program (CMAQ), and Metropolitan Planning apportionments.

The state of Texas may transfer up to 50% of its TAP funds to the local MPO's. TAP funds are available for obligation for a period of 3 years after the last day of the fiscal year for which the funds are authorized. (Example: FY 15 funds must be obligated prior to September 30, 2018).

Required let dates and completion dates will be set by TxDOT district upon coordination with the local government sponsors.

KTMPO should receive approximately \$800,000 of TAP funds for Fiscal Years 2015, 2016, and 2017.

Part IV

Eligible Projects:

Funds may be used for projects or activities that are related to surface transportation and described in the definition of “Transportation Alternatives.” [23 USC 101(a)(29)]

- Construction, planning, and design of on-road and off-road trail facilities for pedestrians, bicyclists, and other non-motorized forms of transportation.
- Construction, planning, and design of infrastructure-related projects and systems that will provide safe routes for non-drivers, including children, older adults, and individuals with disabilities to access daily needs.
- Conversion and use of abandoned railroad corridors for trails for pedestrians, bicyclists, or other non-motorized transportation users.
- Construction of turnouts, overlooks, and viewing areas.
- Community improvement activities, including—
 - Inventory, control, or removal of outdoor advertising;
 - Historic preservation and rehabilitation of historic transportation facilities;
 - Vegetation management practices in transportation rights-of-way to improve roadway safety, prevent against invasive species, and provide erosion control; and
 - Archaeological activities relating to impacts from implementation of a transportation project eligible under 23 USC.
 - Any environmental mitigation activity, including pollution prevention and pollution abatement activities and mitigation to address storm water management, control, and water pollution prevention or abatement related to highway construction or due to highway runoff; or
 - Reduce vehicle-caused wildlife mortality or to restore and maintain connectivity among terrestrial or aquatic habitats.
 - The recreational trails program under 23 USC 206.
 - The safe routes to school program under §1404 of SAFETEA–LU.
 - Planning, designing, or constructing boulevards and other roadways largely in the right-of-way of former Interstate System routes or other divided highways.
 - Workforce development, training, and education activities. [§52004; 23 USC 504(e)]

Eligible Entities:

Under 23 USC 213(c)(4)(B), the eligible entities to receive TAP funds are:

- local governments;
- regional transportation authorities;
- transit agencies;
- natural resource or public land agencies;
- school districts, local education agencies, or schools;
- tribal governments; and
- any other local or regional governmental entity with responsibility for oversight of transportation or recreational trails (other than a metropolitan planning organization or a State agency) that the State determines to be eligible, consistent with the goals of subsection (c) of section 213 of title 23.

Under TAP, nonprofits are not eligible as direct grant recipients of the funds. Nonprofits are eligible to partner with any eligible entity on an eligible TAP project, if State or local requirements permit. KTMPO encourages proposers to leverage funding for projects by partnering locally (See scoring criteria, page 4, “Partnerships/Community Collaboration”).

Project Selection:

Funds sub-allocated to urbanized areas over 200,000 must be on the Metropolitan Planning Organization (MPO) Metropolitan Transportation Plan (MTP) and the Transportation Improvement Program (TIP). The MPO, through a competitive process, selects the projects in consultation with the State from proposed projects submitted by eligible entities. [23 USC 213(c)].

Part V

Order of Submission

All Responses submitted **must** be in the following order (please do not attach Parts I thru IV):

- **Exhibit A** - Proposal Summary Form.
- **Exhibit B thru B5** – Description of Project
- **Exhibit C thru C2**– Budget Form
- **Exhibit D** - Certification Form

Exhibit A

**KTMPO
PROPOSAL SUMMARY FORM
FOR
Transportation Alternatives Program (FY15/16/17)**

Project Name:

Lead Agency

Address, City, State & Zip Code

Project Contact Name *Phone Number

Project Contact Email Address

Authorized Signature

Printed Name

Date


		Exhibit B: Transportation Alternatives Program Description of Project		
Killeen-Temple Metropolitan Planning Organization				
PROJECT DETAILS				
Project Name				
Limits From				
Limits To				
Project Length		Miles		Feet
City		County		
Description of Work				
PROJECT STATUS/TIMELINE				
Estimated Let Date				
Estimated Completion Date				
	Preliminary Engineering	Right of Way	Utility Relocation	Environmental
Status*				
Progress (%)				
<i>*(Not Started, Underway, Complete, Not Applicable)</i>				
SCORING ELEMENTS (see Part II-Scoring Criteria for Factors)				
What regional connections does the project make?				
Describe facility enhancements of the project.				
What transportation safety issues and/or barriers does this project mitigate?				
How does this project promote an enhanced quality of life?				
Does this project have a partnership between one or more agencies? List all partners and their roles.				
How does the project have a positive, negative, or zero effect on established areas of Environmental Justice (EJ)?				

Exhibit B1 thru B4
Transportation Alternatives Program
Description of Project
Required Attachments

Please provide the following as attachments to this exhibit:

Exhibit B1 – Project Location Map

Exhibit B2 – Typical Cross Section Diagram

Exhibit B3 – Narrative of Project’s impact on the Region (limit to one page)

Exhibit B4 – Any other supporting documentation such as; Right of Way District approval, Railroad agreement, engineering studies etc.

**Exhibit B5
Transportation Alternatives Program
Description of Project
Assurances, Permits and Clearances**

Each project will have to undergo ENV review and clearance should it be selected for funding. Please indicate any permits and clearances that you foresee may be required for the project area/activities.

Please circle appropriate sections and provide comments for any “No” answers. Any additional comments are welcomed

1.	Is this project independent of any current or planned TxDOT project in the area?	Yes	No	N/A
2.	If the project is within TxDOT ROW, has the District approved it? (Provide document)	Yes	No	N/A
3.	If the proposed work below is located within or adjacent to a TxDOT highway:			
	(a) Lighting: Has the appropriate lighting type and height for a highway been provided?	Yes	No	N/A
	(b) Signals/signage: Has appropriate type and placement been provided, if applicable?	Yes	No	N/A
4.	Does this project appear to conform to AASHTO standards and ADA requirements?	Yes	No	N/A
5.	Does the proposal appear free of pedestrian/vehicular conflicts?	Yes	No	N/A
6.	Does the proposal address all foreseeable engineering concerns and associated issues?	Yes	No	N/A
7.	Do the location, budget, and proposed activities appear appropriate and sufficient for the project?	Yes	No	N/A
8.	Have all known environmental concerns that may be associated with the proposed activities been considered in the nomination and budget?	Yes	No	N/A

If a project nomination includes:

9.	Locations inside a FEMA flood plain: Are possible hydraulic concerns considered in the budget?	Yes	No	N/A
10.	Landscaping: Does the project consider erosion control, irrigation, xeriscaping, and maintenance?	Yes	No	N/A
11.	Bicycle facilities: Is the proposal compatible with the municipality’s bicycle plan?	Yes	No	N/A
12.	Encroachment or crossing RR property: Is RR Agreement provided?	Yes	No	N/A
13.	Trails and walkways: Has safety lighting/illumination been provided?	Yes	No	N/A
14.	Historic brick street preservation: Has an engineering study been performed to determine the appropriate speed limit and the brick’s glazing/skid factor? (Is document provided?)	Yes	No	N/A
15.	Historic preservation: Does the budget include costs for demolition, disposal, and mitigation?	Yes	No	N/A
16.	Historic bridge restoration: Has the structural load and span capacity been considered in the placement and adaptive reuse of the bridge for pedestrian/bicycle use?	Yes	No	N/A
17.	Historic bridges: Have approaches, extensions, and relocation cost been considered in the proposal?	Yes	No	N/A



Exhibit C: Transportation Alternatives Program Budget Summary

Killeen-Temple Metropolitan Planning Organization

	Agency Name	TAP Federal Funds	* Non-Federal Matching Funds		Total
		Dollar Amount	Source of Funds	Dollar Amount	
Lead Agency					
Partner Agency					
Partner Agency					
Partner Agency					
Partner Agency					
Partner Agency					
Partner Agency					
Partner Agency					
<i>SUB TOTALS</i>		\$ -		\$ -	
TOTAL					
<i>PERCENTAGES</i>					

** Must be a minimum Non-Federal match of 20%*

Exhibit C1

Killeen - Temple Metropolitan Planning Organization

Transportation Alternatives Program

NAME OF PROJECT

Name of Agency (Please provide separate line item budgets for each partnering agency)

Line Item Proposed Budget

Item No.	Quantity	Unit	Item Description	Unit Cost	Amount
					\$ -
					\$ -
					\$ -
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ESTIMATED TOTAL COST:					\$ -

Exhibit C2
Killeen – Temple Metropolitan Planning Organization
Transportation Alternatives Program
Resolutions

Please provide the resolution form from the appropriate governing body that approved the Exhibit C financial commitments.

Exhibit D

TRANSPORTATION ALTERNATIVES PROGRAM

TxDOT ADVANCED FUNDING AGREEMENTS

I, hereby acknowledge and understand that TxDOT requires “Advanced Funding Agreements” once a project has been selected by the KTMPO. I also understand that these agreements are time sensitive and will return them within the specified deadlines as designated by the TxDOT Waco/Brownwood District office.

Name of Authorized Representative

Title

Signature

Date



City of Killeen

Legislation Details

File #: OR-16-003 **Version:** 1 **Name:** Cove Taxi Franchise Renewal
Type: Ordinance **Status:** Ordinances
File created: 1/5/2016 **In control:** City Council
On agenda: 2/9/2016 **Final action:**
Title: Consider an ordinance granting an application for renewal of taxicab franchise to Cove Taxi. (2nd of 3 readings)
Sponsors: City Secretary
Indexes:
Code sections:
Attachments: [Council Memorandum](#)
[Ordinance](#)
[Renewal Application](#)

Date	Ver.	Action By	Action	Result
2/2/2016	1	City Council Workshop		
1/26/2016	1	City Council		
1/19/2016	1	City Council Workshop		

CITY COUNCIL MEMORANDUM

AGENDA ITEM

Application for Taxicab Franchise - Cove Taxi, Inc.

ORIGINATING DEPARTMENT

City Attorney/City Secretary

BACKGROUND INFORMATION

Chapter 29, City of Killeen Code of Ordinances, provides the manner by which a franchise to operate a taxicab service is granted. First, the applicant must present an application fee, application, and supporting documentation to the City Secretary. The City Secretary then forwards copies of the application to the City Manager, the Finance Director and the Chief of Police for their review.

Cove Taxi filed its first Application for Taxicab Franchise in 2011. This application is a renewal of their Taxicab Franchise. Article XI of the City Charter requires the City Council to pass a franchise ordinance in order to give a taxi company the right to operate upon the City's roadways. The City Secretary and City Attorney feel that all requirements specified in the City's ordinance to operate a taxi service have been met.

DISCUSSION/CONCLUSION

Attached is the franchise ordinance that will allow Cove Taxi to operate a taxicab service within the city of Killeen. The City Charter requires three readings of the ordinance with a final vote taking place after the third reading. After passage, there is a sixty-day waiting period before the franchise takes effect.

The franchise ordinance provides for the following:

- A franchise term of five years.
- An initial application fee of \$300.00 and renewal franchise fee of \$100.00.
- Rate of fares as set forth in Section 29, Div 4 of the Code of Ordinances.
- Right of City to inspect taxicabs for safety.
- Maintenance of an active fleet of at least five vehicles.
- A franchise permit fee of \$50.00 per year per cab.
- Color scheme of red cab with white lettering.

FISCAL IMPACT

None

RECOMMENDATION

Staff recommends adoption of the Ordinance on its third and final reading.

ORDINANCE NO. _____

AN ORDINANCE GRANTING A FRANCHISE TO COVE TAXI TO OPERATE A TAXICAB SERVICE IN THE CITY OF KILLEEN, TEXAS, AND SETTING FORTH CONDITIONS ACCOMPANYING THE GRANT OF THE FRANCHISE; PROVIDING FOR THE REGULATION OF THE TAXICAB SERVICE; PROVIDING AN INDEMNITY CLAUSE; ESTABLISHING THE FRANCHISE TERM AND EFFECTIVE DATE; PROVIDING A TERMINATION PROVISION; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN ADOPTION CLAUSE; PROVIDING A REPEALER CLAUSE AND PROVIDING A CODE AMENDMENT CLAUSE.

WHEREAS, the City Council of the City of Killeen, Texas has, pursuant to Article XI of its Home Rule Charter, considered and approved by a majority of the City Council this ordinance at three separate regular meetings, specifically January 26, 2016, February 9, 2016, and March 8, 2016, the last of which took place not less than thirty days from the first; and

WHEREAS, at each reading of this Ordinance the City Council gave careful consideration to the qualifications of Cove Taxi, hereafter called the Franchisee, including its business ability, financial condition, legal qualifications and general character; and

WHEREAS, the City Council of the City of Killeen, Texas, after consideration, analysis, and deliberation, has approved and found sufficient the business ability, financial condition, legal qualifications, and general character of the Franchisee; and

WHEREAS, the City Council of the City of Killeen, Texas, has determined that it is in the best interest of and consistent with the public convenience and necessity of the citizens of the City of Killeen to grant a franchise to Franchisee to operate a taxicab service within the City of Killeen, Texas, in accordance with the terms and conditions set forth herein; **NOW, THEREFORE**,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF KILLEEN:

SECTION 1: TITLE

This ordinance shall be known and may be cited as the “Cove Taxi Franchise.”

SECTION 2: GRANT OF AUTHORITY

(A) The City of Killeen, hereinafter called the City, grants to Cove Taxi, hereinafter called Franchisee, the right, privilege and franchise to operate a taxicab service on the streets of the City in accordance with this ordinance.

(B) In accordance with Article XI of the City Charter, this franchise and grant of right to use and occupy the City streets, sidewalks, and other public easements for the purposes herein set forth are non-exclusive and do not establish priority for use over other franchise holders, permit holders, and the City’s own use of public property, so long as such use does not conflict with state and federal laws governing taxicab service. The City hereby expressly reserves the right to grant a similar franchise, permit, or license for use of the streets, sidewalks, and other public easements or property to any person at any time during the period of this franchise. Additionally, Franchisee shall respect the rights and property of the City and other authorized users of streets, sidewalks, and other public easements or property. Disputes between Franchisee and other parties over the use of the streets, sidewalks, and other public easements shall be submitted to the City Engineer for resolution.

SECTION 3: FRANCHISE TERM AND EFFECTIVE DATE

The franchise term and the rights, privileges and authority hereby granted shall take effect and be enforced sixty (60) days from and after the final passage hereof, and shall continue in force and effect for a term of five (5) years unless, on review, the City Council finds that the taxicab franchise is subject to forfeiture or cancellation for good cause, and provided that within thirty (30) days after the date of the final passage of this franchise ordinance, Franchisee shall file with the City Secretary its unconditional acceptance of the terms of the franchise ordinance and promise to comply with and abide by all its provisions, terms and conditions.

SECTION 4: POLICE POWERS AND LAWS

In accepting this franchise, the Franchisee acknowledges that its rights are subject to the police power of the City to adopt and enforce general ordinances necessary to the safety and welfare of the public; and it agrees to comply with all applicable general laws, regulations, and ordinances enacted by the City pursuant to such power. The right is hereby reserved to the City to adopt, in addition to the provisions herein contained and in addition to any other existing applicable ordinances, such additional applicable ordinances and regulations as it shall find necessary in the exercise of its police power; provided such additional ordinances shall be reasonable and shall not conflict with the laws of the State of Texas or the United States of America.

SECTION 5: FARES

Franchisee shall charge such fares as set forth in Chapter 29, Division 4 of the City of Killeen Code of Ordinances.

SECTION 6: RECORDS

(A) Franchisee must maintain complete records of all dispatched calls in accordance with Chapter 29, Section 305(b)(6) of the City of Killeen Code of Ordinances.

(B) Franchisee's records of its operation and financial dealings shall be available for inspection by the City in accordance with Chapter 29, Section 306(D) of the City of Killeen Code of Ordinances.

SECTION 7: INDEMNIFICATION

(A) Franchisee shall indemnify, defend, and save harmless the City, its officers, agents, and employees, against and from any and all claims by or on behalf of any person, firm, or corporation or on account of any suit, judgment, execution, claim, or demand whatsoever against the City resulting from the act or omission of Franchisee, the conduct of or management of the franchise or from any negligence arising from any occurrence in connection with same on the part of the Franchisee, its servants, agents, licensees, officers, or employees and growing out of its relation with independent contractors and subcontractors, or from any breach or default of any covenant or agreement on the part of the Franchisee in the operation or maintenance of its taxicab service in the City or on account of the Franchisee's failure to perform in accordance with its obligations under this franchise. This includes, but is not limited to, all claims for property damage, personal injuries, and death arising out of any claim or invasion of the right of privacy, for defamation of any person, firm, or corporation, or the violation or infringement of any copyright, trademark, trade name, service machine, or patent, federal or antitrust or civil rights violation, or any other right of any person, firm, or corporation and, for this purpose, brought by or occurring to the City or any third parties or other persons whatsoever, including all costs, damages, counsel fees, expenses, and liabilities incurred in or about any such claim or proceeding brought therein. It is expressly provided, however, that the Franchisee's duty of indemnification runs only to claims of liability made against the City, its officers, agents, and employees, and the Franchisee shall have not duty to indemnify third parties or other persons.

(B) For this purpose, Franchisee shall carry property damage and general liability insurance with a responsible and solvent insurance company or companies authorized to do business in the State of Texas, in accordance with Chapter 29, Section 33 of the City of Killeen Code of Ordinances.

(C) The City shall be a named insured and the term "City" shall include all authorities, boards, commissions, divisions, departments, and offices of the City and the individual officers, members, employees, and agents thereof in their official capacities while acting on behalf of the City.

(D) The City shall notify Franchisee in writing within five (5) business days after the presentation of any claim or demand, either by suit or otherwise, made against the Franchisee. Failure by the City to properly notify Franchisee in accordance with the foregoing of any such claim, suit, or demand against the City shall not release Franchisee from its obligations to indemnify the City as provided herein, unless Franchisee's legal rights are substantially impaired thereby.

(E) Each policy shall require that thirty (30) days prior to a cancellation of or material change in policies, notice thereof shall be given to the City Secretary.

(F) Insurers shall have no right of recovery against the City, it being the intention that the insurance policies shall protect the Franchisee and the City, and shall be primary coverage for all losses covered by the policies.

(G) Companies issuing the insurance policies shall have no recourse against the City for payment of any premiums or assessments that are set at the sole risk of the Franchisee.

(H) Any policy clause regarding "other insurance" or a similar clause shall not apply to the City where the City is an insured on the policy.

(I) Nothing in this agreement shall be construed as a waiver of the City's sovereign immunity, other forms of immunity and rights and protections of the Texas Tort Claims Act.

SECTION 8: ASSIGNMENT

This franchise is granted in reliance on the apparent ability of Franchisee to perform its obligations under the franchise, and this franchise may not be assigned by Franchisee in whole or in part without the consent of the City.

SECTION 9: WARRANTY

Nothing in this ordinance, and nothing in the actions of the City in dealing with Franchisee, shall constitute a warranty to any person as to any level of taxicab service, or as to the fitness or safety of any of the equipment of the Franchisee.

SECTION 10: INSPECTIONS AND MAINTENANCE

It is Franchisee's responsibility to maintain and inspect all vehicles it owns or operates on a regular basis. Franchisee shall establish and conduct a routine vehicle inspection program on all vehicles under its control. If the City has reason to suspect that vehicles operated by the Franchisee on City streets are not in compliance with all local, State, and Federal regulations, or has general health and safety concerns about any vehicle operated for general public use in the City, then the City may cause Franchisee's vehicles to be inspected by the appropriate agency or agencies. Such inspection shall be coordinated between the City and Franchisee.

SECTION 11. ACTIVE FLEET; COLOR SCHEME

Franchisee shall maintain an active fleet of at least five (5) taxicabs at all times. The color scheme for Franchisee shall be a red taxicab with white lettering.

SECTION 12. COMPLIANCE WITH CITY TRANSPORTATION ORDINANCE

Franchisee shall comply with the provisions of Chapter 29, City of Killeen Code of Ordinances and all amendments enacted thereto during the period of this franchise.

SECTION 13. CONTROL OF TAXICABS

Franchisee must own, lease, or contract for control of each taxicab used in the taxicab franchise.

SECTION 14. SUSPENSION OF FRANCHISE

The City Manager may suspend this franchise upon a determination that the Franchisee has:

- (a) substantially breached the terms of this franchise;
- (b) failed to comply with the provisions of the Killeen City Code that regulate taxicabs, taxicab franchise grantees, and taxicab drivers, as well as all applicable federal, state, and local laws, regulations, rules, and ordinances, including, but not limited to, the Americans with Disabilities Act of 1990;
- (c) become delinquent in the payment of any fees, charges, or ad valorem taxes required by law in connection, directly or indirectly, with the operation of Franchisee's taxicab service;
- (d) failed to comply with a correction order issued to Franchisee within the time specified in the order; or
- (e) intentionally or knowingly impeded the City Manager or his designee or a law enforcement agency in the performance of their duties.

Following the suspension of this franchise, the Franchisee may submit to the City Manager a written request for reinstatement of this franchise, together with the grounds to support such reinstatement. The City Manager or his designee shall, following receipt of such request, inspect the operation of the suspended Franchisee to determine if the deficiency causing the suspension has been corrected by the Franchisee. After the inspection, the City Manager shall reinstate this franchise or deny reinstatement.

The Franchisee may, within fourteen calendar days after notice of the City Manager's denial, file an appeal to the City Secretary, and the City Secretary shall cause the appeal to be placed on the City Council agenda. The City Council shall then hold a hearing, giving the Franchisee at least thirty days notice thereof, and upon the conclusion of such hearing shall cancel this franchise if cause exists.

SECTION 15. FORFEITURE OF FRANCHISE

(A) This franchise is subject to forfeiture in the event of the holder's conviction for violations of the provisions of Chapter 29, City of Killeen Code of Ordinances or upon a showing that the taxicab franchise holder has substantially breached the terms of this franchise.

(B) This franchise is subject to forfeiture if the franchise holder fails to pay an outstanding final judgment that arises out of circumstances related to taxicab service against the franchise holder or a person described in Section 29-302(B)(1)(a), (b), or (c).

(C) This franchise shall be subject to forfeiture and cancellation after notice and hearing, as provided in Section 15 above, upon:

- (1) Proper showing that the Franchisee has substantially breached the terms of this franchise;
- (2) The Franchisee's becoming delinquent in the payment of any fees charged or ad valorem taxes upon any vehicle, equipment, or other property of the Franchisee used or operated directly or indirectly in connection with the Franchisee's taxicab service;
- (3) Failure of the Franchisee to accept calls and provide service to the public in accordance with the provisions of the Killeen City Code of Ordinances which regulate taxicabs, taxicab franchise grantees, and taxicab drivers; or
- (4) Proper showing that the City Manager has suspended this franchise or has denied Franchisee a reinstatement of this franchise based upon Franchisee's failure to correct a deficiency causing the suspension of this franchise.

SECTION 16: FRANCHISEE'S ACCEPTANCE AND PROMISE

Upon adoption of this franchise and execution hereof by Franchisee, Franchisee agrees to be bound by all the terms and conditions contained herein, as evidenced by filing with the City Secretary, in writing, within thirty (30) days after the final passage of this franchise, unconditional acceptance of this franchise. Such acceptance shall contain its promise to comply with and abide by all its provisions, terms, and conditions. The acceptance and promise shall be sworn to, by and on behalf of the Franchisee, before a notary. In the event the acceptance is not filed as provided for herein, this ordinance and the rights and privileges hereby granted shall terminate and become null and void.

SECTION 17: FRANCHISE FEE AND PAYMENT TO THE CITY

An initial non-refundable application fee of Three Hundred Dollars (\$300.00) has been paid at the time of application. Thereafter, a renewal fee of One Hundred Dollars (\$100.00) is due and payable on or before December 31 of each year during the term of this franchise. The annual franchise permit fee shall be Fifty Dollars (\$50.00) per taxicab, and the airport authority permit shall be Forty Dollars (\$40.00) per year. Franchise permit fees for additional taxicabs placed in service for less than a full year shall be prorated from the date of service.

SECTION 18: COMPLIANCE WITH LAW

Franchisee shall fully comply with all applicable state, federal and local laws and regulations as those laws may now read or be hereinafter amended, including, but not limited to, applicable provisions of the Charter and City Code of the City of Killeen, Texas.

SECTION 19: NOTICE PROVISIONS

Notices required under this ordinance shall be by certified mail, hand-delivery or facsimile to the parties listed below. Other addresses and/or parties may be designated in writing.

CITY:
City of Killeen
City Manager (or designee)
P.O. Box 1329
Killeen, Texas 76541
FAX: (254) 634-8399

FRANCHISEE:
Clarence Page
Cove Taxi
806 N. 1st Street
Copperas Cove, Texas 76522
FAX: (254) 542-2581

SECTION 20: SEVERABILITY CLAUSE

If any provision of this ordinance or the application of any provision to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared to be severable.

SECTION 21: ADOPTION CLAUSE

Subject to the provisions of Section 2, this ordinance shall become effective on May 6, 2016.

SECTION 22: REPEALER CLAUSE

All ordinances and parts of ordinances inconsistent with or in conflict with the provisions of this ordinance shall be and are hereby expressly repealed.

SECTION 23: AMENDMENT OF CODE OF ORDINANCES

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.

HAVING BEEN READ at three separate regular meetings, in accordance with the Charter of the City of Killeen, the first reading being on the 26th day of January 2016, the second reading being on the 9th day of February 2016, at which meetings a quorum

was present, held in accordance with the provisions of V.T.C.A., Government Code, Section 551.001, et seq.

PASSED AND APPROVED after its third and final reading at a regular meeting of the City Council of the City of Killeen, Texas, this 8th day of March 2016, at which meeting a quorum was present, held in accordance with the provisions of V.T.C.A., Government Code, Section 551.001, et seq.

APPROVED

Scott Cospers, MAYOR

ATTEST:

Dianna Barker, CITY SECRETARY

APPROVED AS TO FORM:

Kathryn H. Davis, CITY ATTORNEY

INTEROFFICE MEMORANDUM

To: Glenn Morrison, City Manager
CC: Kathy Davis, City Attorney; Dennis Baldwin, Chief of Police; Jonathan Locke, Finance Director
From: Dianna Barker, City Secretary
Date: January 4, 2016
Subject: Taxicab Franchise Application – Cove Taxi Cab Company

Attached is the application for a taxicab franchise renewal submitted by Cove Taxi Cab Company. The company has provided all the required documentation for renewal and has paid the \$300.00 application fee. No negative comments have been received by the Police Department and the Aviation Department. Finance has indicated that it appears the financial statement was not done by a CPA. Clarence Page with Cove Taxi says they were done by Lott, Vernon & Associates. (attached)

Section 121 of the city charter states: . . . ordinances shall not be passed finally until its third and final reading shall be at three separate regular meetings of the City Council of the City of Killeen, the last of which shall take place not less than thirty days from the first. No ordinance granting a franchise shall pass any reading except by a vote of the City Council, and such ordinance shall not take effect until sixty days after its adoption on its third and final reading.

Upon your review and approval, I will place this item on the City Council agenda for three readings.

Approved
Ben [Signature]



received
11-17-15

CITY OF KILLEEN
Application for Taxicab Franchise; New, Renewal, Transfer or Amendment

1. Applicant's Business Name: Cove Taxi, Inc.
Assumed Name (if applicable): _____
Business Address: 806 N. 1st Street Copperas Cove Texas 76522
Street City State Zip
Telephone #: 254-542-8626 Fax #: 254-542-2581

2. The following information (2a & 2b) must be provided for the applicant, each officer, director, majority stockholder, partner, and any other person who will participate in the business decisions of or who has the authority to enter into contracts on behalf of the ground transportation service. This information is to be provided on a separate page and attached to the application.
 - 2a. Name: Clarence Page Texas Drivers License #: 11777994
Residence Address: 2720 CR 3210 Kempner Texas 76539
Street City State Zip
Mailing Address: Same
Street City State Zip
Telephone #: 512-564-1667 Date of Birth: 11/06/57 No. of years of Texas residency: 28
mo/day/yr

 - 2b. Provide a description of all criminal convictions and attach a criminal history certified by the Texas Department of Public Safety. If Texas residency has been less than three (3) years, the criminal history information must be provided and certified by the corresponding governmental authority in the former state(s) of residence. The certification of the criminal history information must have occurred within 90 days preceding the submission of the application.

3. Proposed trade name: Cove Taxi

4. Existing trade name if transfer or change: _____

5. Attach certified copies of any documents required by state law to be filed for the business entity to legally exist, and a statement from the Texas Secretary of State certifying that the business is in good standing if state law requires the entity to file documents with the Texas Secretary of State.

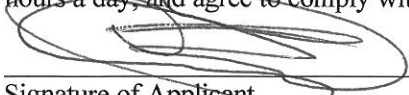
6. Location of fixed facilities: 806 N. 1st Street, Copperas Cove, Tx. 76522

7. Number of permits requested: 12

8. Attach a list of vehicles to be used as taxicabs including year, make, model, license number, VIN, and registered owner.

9. Attach copies of the appropriate following documents to verify that each vehicle proposed to be operated by the applicant is owned, leased or under contract by the applicant:
 - a. certificate of title
 - b. lease/rental contract, or
 - c. other contract as appropriate.
10. Color scheme of vehicles: Red with White Lettering
- 10a. Attach color photographs of the front, rear, and both sides of a vehicle painted in the proposed color scheme including any logos or distinguishing markings.
11. Attach a description of the two-way communication system proposed to be used by the applicant.
12. Attach a description of the taximeter proposed to be used by the applicant.
13. Attach proof of insurance satisfying the requirements of Section 29-33(B) of the Killeen City Code.
14. Attach a current financial statement satisfying the requirements of Section 29-302(C)(1) of the Killeen City Code.
15. Attach a description of any past ground transportation service experience operated by the applicant.
16. Attach a description of any revocation or suspension of a taxicab business and/or other ground transportation service operated by the applicant.
17. Attach a description of the proposed taxicab operation.
18. Attach a detailed statement providing evidence demonstrating the public necessity and convenience for the proposed taxicab franchise.
19. Attach a statement describing the effect of the proposed taxicab service on existing taxicab services.
20. Attach a statement that the applicant(s) are not in default or arrears in any amount or way with or to the City of Killeen or any activity associated with the City of Killeen.
21. As applicable, attach a list of any outstanding judgments related to ground transportation service against the applicant or a person described in #2 of this application, or an affidavit that there are no outstanding judgments that arise out of circumstances related to ground transportation service against the applicant or a person described in #2 of this application.
22. A \$300.00 non-refundable operating authority application fee must be submitted with the application. *Paid 11/16*


I, Clarence Page, applicant, do swear or affirm that all of the information included within this application is accurate, and I understand that any omitted information or information found to be inaccurate will result in the denial of this application for a taxicab franchise operating authority or the revocation of operating authority that is granted based on information provided in this application. I also swear or affirm that I have read and understand Chapter 29 of the Killeen City Code relating to Transportation, agree to provide citywide taxicab service in Killeen 7 days a week and 24 hours a day, and agree to comply with the terms as written and as may be amended.

	President	11/16/ 2015
Signature of Applicant	Title	Date

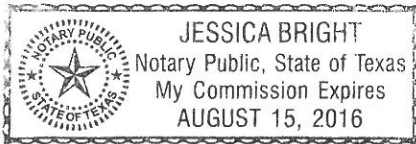
THE STATE OF TEXAS
COUNTY OF BELL

BEFORE ME, the undersigned authority, on this day appeared Clarence Page, known to me to be the person whose name is signed to the foregoing application and duly sworn by me states under oath that he has read the said application and that all of the facts therein set forth are true and correct.

Sworn to before me, this, the 16 day of November, 2015.



Notary Public in and for Bell County, TX



COVE TAXI, INC
806 N. 1ST STREET
COPPERAS COVE, TEXAS 76522
(254) 542-8626

Reference: Paragraph 2a

Patricia Page

Lic # - 12907577

Address – 2720 County Road 3210, Kempner, Texas 76539

Mailing Address – SAB

Telephone # - 254-631-4465

Date of Birth – June 28, 1960

Years Texas Resident – 31

COVE TAXI, INC
806 NORTH 1ST STREET
COPPERAS COVE, TEXAS 76522
(254) 542 8626

Reference: Paragraph 2b

There is no criminal history for the officer's of Cove Taxi, Inc. Criminal history reports are attached.

A handwritten signature in black ink, appearing to read 'CLARENCE PAGE', is written over a horizontal line. The signature is enclosed within a large, irregular oval scribble.

CLARENCE PAGE
COVE TAXI, INC
PRESIDENT

CERTIFICATION OF CRIMINAL HISTORY RECORD INFORMATION

STATE OF TEXAS

COUNTY OF TRAVIS

Pursuant to the authority contained in Rule 902, Sections 1 and 4, Texas Rules of Evidence, and Subchapter F, Chapter 411, Texas Government Code, I, Jhone Gilmore, Supervisor, Access and Dissemination Bureau, Crime Records Service, Texas Department of Public Safety, do hereby certify I am the deputy custodian of the criminal history record information of Crime Records Service of the Texas Department of Public Safety. I further certify that there is no record on file with the search criteria which was supplied or that, I am legally authorized to produce, for the following:

TEXAS CRIMINAL HISTORY RECORD

Page, Patricia Lee

DOB 06/28/1960



In Testimony Whereof, I hereunto set my hand and affix the seal of the Texas Department of Public Safety. Done at my office, in Austin, Texas on this 10th day of November, 2015



Jhone Gilmore
Criminal History & Fingerprint Services Supervisor
Access and Dissemination Bureau
Crime Records Service
Texas Department of Public Safety

CERTIFICATION OF CRIMINAL HISTORY RECORD INFORMATION

STATE OF TEXAS

COUNTY OF TRAVIS

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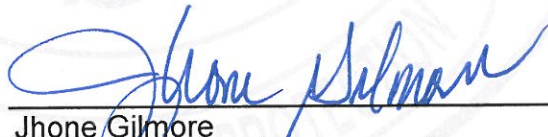
TEXAS CRIMINAL HISTORY RECORD

Page, Clarence

DOB 11/06/1957



In Testimony Whereof, I hereunto set my hand and affix the seal of the Texas Department of Public Safety. Done at my office, in Austin, Texas on this 10th day of November, 2015



Jhone Gilmore
Criminal History & Fingerprint Services Supervisor
Access and Dissemination Bureau
Crime Records Service
Texas Department of Public Safety



Reference Paragraph 5

The State of Texas
Secretary of State

CERTIFICATE OF INCORPORATION
OF

COVE TAXI, INC.
CHARTER NUMBER 01636058

THE UNDERSIGNED, AS SECRETARY OF STATE OF THE STATE OF TEXAS,
HEREBY CERTIFIES THAT THE ATTACHED ARTICLES OF INCORPORATION FOR THE
ABOVE NAMED CORPORATION HAVE BEEN RECEIVED IN THIS OFFICE AND ARE
FOUND TO CONFORM TO LAW.

ACCORDINGLY, THE UNDERSIGNED, AS SECRETARY OF STATE, AND BY VIRTUE
OF THE AUTHORITY VESTED IN THE SECRETARY BY LAW, HEREBY ISSUES THIS
CERTIFICATE OF INCORPORATION.

ISSUANCE OF THIS CERTIFICATE OF INCORPORATION DOES NOT AUTHORIZE
THE USE OF A CORPORATE NAME IN THIS STATE IN VIOLATION OF THE RIGHTS OF
ANOTHER UNDER THE FEDERAL TRADEMARK ACT OF 1946, THE TEXAS TRADEMARK LAW,
THE ASSUMED BUSINESS OR PROFESSIONAL NAME ACT OR THE COMMON LAW.

DATED JULY 11, 2001

EFFECTIVE JULY 11, 2001



Henry Cuellar

Henry Cuellar, Secretary of State

Reference Paragraph 5



Franchise Tax Account Status

As of: 11/16/2015 10:40:27 AM

This Page is Not Sufficient for Filings with the Secretary of State

COVE TAXI, INC.	
Texas Taxpayer Number	17430094791
Mailing Address	5841 COUNTY ROAD 3300 KEMPNER, TX 76539-3616
Right to Transact Business in Texas	ACTIVE
State of Formation	TX
Effective SOS Registration Date	07/11/2001
Texas SOS File Number	0163605800
Registered Agent Name	CLARENCE PAGE
Registered Office Street Address	806 NORTH 1ST STREET COPPERAS COVE, TX 76522

Reference Paragraph 8

COVE TAXI VEHICLE LIST FOR 2015/2016						
CAB #	VIN #	YEAR	MAKE	MODEL	PLATE #	REGISTERED OWNER
2	1D4GP25B27B154260	2007	DODGE	CARAVAN	BV4T363	COVE TAXI, INC
4	1B3HB48A49D157300	2009	DODGE	CALIBER	FCJ6665	COVE TAXI, INC
5	1D8HN54P68B178618	2008	DODGE	CARAVAN	GFZ0664	COVE TAXI, INC
8	1B3CB4HA8AD650301	2010	DODGE	CALIBER	DVJ1729	COVE TAXI, INC
9	1B3HB28B88D717668	2008	DODGE	CALIBER	CJY0709	COVE TAXI, INC
10	1D4GP25B97B214180	2007	DODGE	CARAVAN	CJY0708	COVE TAXI, INC
11	1B3HB28B78D577130	2008	DODGE	CALIBER	BCR2489	COVE TAXI, INC
14	2D4GP44LX7R131591	2007	DODGE	CARAVAN	GFZ0421	COVE TAXI, INC
15	1B3JB48B47D501621	2007	DODGE	CALIBER	CSL5420	COVE TAXI, INC
17	1D8GP25B96B587653	2006	DODGE	CARAVAN	DVJ1728	COVE TAXI, INC
18	1D4GP25BX7B240075	2007	DODGE	CARAVAN	DD1S641	COVE TAXI, INC
20	2D8HN44E19R566013	2009	DODGE	CARAVAN	BV4S161	COVE TAXI, INC

Reference Paragraph 9

TEXAS CERTIFICATE OF TITLE



TEXAS DEPARTMENT OF MOTOR VEHICLES

VEHICLE IDENTIFICATION NUMBER
1D4GP25B27B154260

YEAR MODEL
2007

MAKE OF VEHICLE
DODG

98555523

BODY STYLE
VN

TITLE/DOCUMENT NUMBER

DATE TITLE ISSUED

05020140519142455 12/23/2010

MODEL

MFG. CAPACITY
IN TONS

WEIGHT

LICENSE NUMBER

3900

BV4T363

PREVIOUS OWNER

ODOMETER READING

CARS COPPERAS CO TX

24003

OWNER

REMARK(S)

**COVE TAXI, INC
806 N 1ST STREET
COPPERAS COVE, TX 76522**

ACTUAL MILEAGE

X

SIGNATURE OF OWNER OR AGENT MUST BE IN INK

UNLESS OTHERWISE AUTHORIZED BY LAW, IT IS A VIOLATION OF STATE LAW TO SIGN THE NAME OF ANOTHER PERSON ON A CERTIFICATE OF TITLE OR OTHERWISE GIVE FALSE INFORMATION ON A CERTIFICATE OF TITLE.

DATE OF LIEN

1ST LIENHOLDER

NONE

1ST LIEN RELEASED

DATE

BY

AUTHORIZED AGENT

DATE OF LIEN

2ND LIENHOLDER

2ND LIEN RELEASED

DATE

BY

AUTHORIZED AGENT

DATE OF LIEN

3RD LIENHOLDER

3RD LIEN RELEASED

DATE

BY

AUTHORIZED AGENT

IT IS HEREBY CERTIFIED THAT THE PERSON HEREIN NAMED IS THE OWNER OF THE VEHICLE DESCRIBED ABOVE WHICH IS SUBJECT TO THE ABOVE LIENS.

RIGHTS OF SURVIVORSHIP AGREEMENT
WE, THE PERSONS WHOSE SIGNATURES APPEAR HEREIN, HEREBY AGREE THAT THE OWNERSHIP OF THE VEHICLE DESCRIBED ON THIS CERTIFICATE OF TITLE SHALL FROM THIS DAY FORWARD BE HELD JOINTLY, AND IN THE EVENT OF DEATH OF ANY OF THE PERSONS NAMED IN THE AGREEMENT, THE OWNERSHIP OF THE VEHICLE SHALL VEST IN THE SURVIVOR(S).

SIGNATURE

DATE

SIGNATURE

DATE

SIGNATURE

DATE

FORM 30-C REV. 2/2010

DO NOT ACCEPT TITLE SHOWING ERASURE, ALTERATION, OR MUTILATION.



120133279

VEHICLE IDENTIFICATION NUMBER
1B3HB48A49D157300

YEAR MODEL
2009

MAKE OF VEHICLE
DODG

BODY STYLE
4D

TITLE/DOCUMENT NUMBER
05000142010120841 DATE TITLE ISSUED
01/15/2015

MODEL
CXT MFG. CAPACITY IN TONS
3200 WEIGHT
3200 LICENSE NUMBER
FCJ6665

C.A.R.S.
OWNER

ODOMETER READING
120170

COVE TAXI INC
806 N 1ST STREET
COPPERAS COVE, TX 76522

ACTUAL MILEAGE

X _____
SIGNATURE OF OWNER OR AGENT MUST BE IN INK

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DATE OF LIEN
NONE

1ST LIENHOLDER

1ST LIEN RELEASED _____ DATE

BY _____
AUTHORIZED AGENT

DATE OF LIEN

2ND LIENHOLDER

2ND LIEN RELEASED _____ DATE

BY _____
AUTHORIZED AGENT

DATE OF LIEN

3RD LIENHOLDER

3RD LIEN RELEASED _____ DATE

BY _____
AUTHORIZED AGENT

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SIGNATURE DATE

SIGNATURE DATE

SIGNATURE DATE

TEXAS CERTIFICATE OF TITLE



TEXAS DEPARTMENT OF MOTOR VEHICLES

VEHICLE IDENTIFICATION NUMBER
1D8HN54P68B178618

YEAR MODEL
2008

MAKE OF VEHICLE
DODG

124290557

BODY STYLE
VN

TITLE DOCUMENT NUMBER

DATE TITLE ISSUED

05000142267110551 09/29/2015

MODEL

MFG. CAPACITY
IN TONS

WEIGHT

LICENSE NUMBER

CAR

4200

GFZ0664

ODOMETER READING

C.A.R.S

PREVIOUS OWNER

126850

OWNER

REMARK(S)

**COVE TAXI, INC
806 N 1ST STREET
COPPERAS COVE, TX 76522**

ACTUAL MILEAGE

X

SIGNATURE OF OWNER OR AGENT MUST BE IN INK

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DATE OF LIEN
NONE

1ST LIENHOLDER

1ST LIEN RELEASED _____ DATE _____

BY _____ AUTHORIZED AGENT

DATE OF LIEN

2ND LIENHOLDER

2ND LIEN RELEASED _____ DATE _____

BY _____ AUTHORIZED AGENT

DATE OF LIEN

3RD LIENHOLDER

3RD LIEN RELEASED _____ DATE _____

BY _____ AUTHORIZED AGENT

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SIGNATURE _____ DATE _____

SIGNATURE _____ DATE _____

SIGNATURE _____ DATE _____

FORM 30-C REV. 03/2015

DO NOT ACCEPT TITLE SHOWING ERASURE, ALTERATION, OR MUTILATION.

TEXAS CERTIFICATE OF TITLE

TEXAS DEPARTMENT OF MOTOR VEHICLES



119512829

VEHICLE IDENTIFICATION NUMBER
1B3CB4HA8AD650301

YEAR MODEL
2010

MAKE OF VEHICLE
DODG

BODY STYLE
4D

TITLE/DOCUMENT NUMBER
05000141962112703 DATE TITLE ISSUED
11/28/2014

MODEL
CXT

MFG. CAPACITY
IN TONS

WEIGHT
3100

LICENSE NUMBER
DVJ1729

PREVIOUS OWNER
C.A.R.S

OWNER

ODOMETER READING
102107

REMARK(S)

ACTUAL MILEAGE

**COVE TAXI, INC
806 N 1ST STREET
COPPERAS COVE, TX 76522**

X _____
SIGNATURE OF OWNER OR AGENT MUST BE IN INK

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DATE OF LIEN
NONE

1ST LIENHOLDER

1ST LIEN RELEASED _____
DATE

BY _____
AUTHORIZED AGENT

DATE OF LIEN

2ND LIENHOLDER

2ND LIEN RELEASED _____
DATE

BY _____
AUTHORIZED AGENT

DATE OF LIEN

3RD LIENHOLDER

3RD LIEN RELEASED _____
DATE

BY _____
AUTHORIZED AGENT

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SIGNATURE DATE

SIGNATURE DATE

SIGNATURE DATE

TEXAS CERTIFICATE OF TITLE



TEXAS DEPARTMENT OF MOTOR VEHICLES

113800657

VEHICLE IDENTIFICATION NUMBER
1B3HB28B88D717668

YEAR MODEL
2008

MAKE OF VEHICLE
DODG

BODY STYLE
4D

TITLE/DOCUMENT NUMBER

DATE TITLE ISSUED

05010141595141000 12/05/2013

MODEL

MFG. CAPACITY
IN TONS

WEIGHT

LICENSE NUMBER

CLB

3400

CJY0709

PREVIOUS OWNER

CARS COPPERAS CO TX

ODOMETER READING

102954

OWNER

REMARK(S)

**COVE TAXI INC
806 N 1ST STREET
COPPERAS COVE, TX 76522**

ACTUAL MILEAGE

X _____
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DATE OF LIEN

1ST LIENHOLDER

NONE

1ST LIEN RELEASED _____
DATE

BY _____
AUTHORIZED AGENT

DATE OF LIEN

2ND LIENHOLDER

2ND LIEN RELEASED _____
DATE

BY _____
AUTHORIZED AGENT

DATE OF LIEN

3RD LIENHOLDER

3RD LIEN RELEASED _____
DATE

BY _____
AUTHORIZED AGENT

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SIGNATURE DATE

SIGNATURE DATE

SIGNATURE DATE

TEXAS CERTIFICATE OF TITLE



TEXAS DEPARTMENT OF MOTOR VEHICLES

113800658

VEHICLE IDENTIFICATION NUMBER
1D4GP25B97B214180

YEAR MODEL
2007

MAKE OF VEHICLE
DODG

BODY STYLE
VN

TITLE/DOCUMENT NUMBER

DATE TITLE ISSUED

05010141595141524 12/05/2013

MODEL

MFG. CAPACITY
IN TONS

WEIGHT

LICENSE NUMBER

CAR

3900

CJY0708

PREVIOUS OWNER

ODOMETER READING

CARS COPPERAS CO TX

111773

OWNER

REMARK(S)

**COVE TAXI INC
806 N 1ST STREET
COPPERAS COVE, TX 76522**

ACTUAL MILEAGE

X

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DATE OF LIEN

1ST LIENHOLDER

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1ST LIEN RELEASED

DATE

BY

AUTHORIZED AGENT

DATE OF LIEN

2ND LIENHOLDER

2ND LIEN RELEASED

DATE

BY

AUTHORIZED AGENT

DATE OF LIEN

3RD LIENHOLDER

3RD LIEN RELEASED

DATE

BY

AUTHORIZED AGENT

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SIGNATURE

DATE

SIGNATURE

DATE

SIGNATURE

DATE

FORM 30-C REV. 04/2012

DO NOT ACCEPT TITLE SHOWING ERASURE, ALTERATION, OR MUTILATION

TEXAS CERTIFICATE OF TITLE



TEXAS DEPARTMENT OF MOTOR VEHICLES

108654822

VEHICLE IDENTIFICATION NUMBER
1B3HB28B78D577130

YEAR MODEL
2008

MAKE OF VEHICLE
DODG

BODY STYLE
4D

TITLE/DOCUMENT NUMBER

DATE TITLE ISSUED

05010141245111931 12/18/2012

MODEL

MFG. CAPACITY
IN TONS

WEIGHT

LICENSE NUMBER

CLB

2900

BCR2489

PREVIOUS OWNER

ODOMETER READING

CARS COPPERAS CO TX

96019

OWNER

REMARK(S)

**COVE TAXI , INC
806 N 1ST STREET
COPPERAS COVE, TX 76522**

ACTUAL MILEAGE

X

SIGNATURE OF OWNER OR AGENT MUST BE IN INK

UNLESS OTHERWISE AUTHORIZED BY LAW, IT IS A VIOLATION OF STATE LAW TO SIGN THE NAME OF ANOTHER PERSON ON A CERTIFICATE OF TITLE OR OTHERWISE GIVE FALSE INFORMATION ON A CERTIFICATE OF TITLE

DATE OF LIEN

1ST LIENHOLDER

NONE

1ST LIEN RELEASED

DATE

BY

AUTHORIZED AGENT

DATE OF LIEN

2ND LIENHOLDER

2ND LIEN RELEASED

DATE

BY

AUTHORIZED AGENT

DATE OF LIEN

3RD LIENHOLDER

3RD LIEN RELEASED

DATE

BY

AUTHORIZED AGENT

IT IS HEREBY CERTIFIED THAT THE PERSON HEREIN NAMED IS THE OWNER OF THE VEHICLE DESCRIBED ABOVE WHICH IS SUBJECT TO THE ABOVE LIENS.

RIGHTS OF SURVIVORSHIP AGREEMENT
WE, THE MARRIED PERSONS WHOSE SIGNATURES APPEAR HEREIN, HEREBY AGREE THAT THE OWNERSHIP OF THE VEHICLE DESCRIBED ON THIS CERTIFICATE OF TITLE SHALL FROM THIS DAY FORWARD BE HELD JOINTLY, AND IN THE EVENT OF DEATH OF ANY OF THE PERSONS NAMED IN THE AGREEMENT, THE OWNERSHIP OF THE VEHICLE SHALL VEST IN THE SURVIVOR(S).

SIGNATURE

DATE

SIGNATURE

DATE

SIGNATURE

DATE

FORM 30-C REV. 04/2012

DO NOT ACCEPT TITLE SHOWING ERASURE, ALTERATION, OR MUTILATION

TEXAS CERTIFICATE OF TITLE



TEXAS DEPARTMENT OF MOTOR VEHICLES

VEHICLE IDENTIFICATION NUMBER
2D4GP44LX7R131591

YEAR MODEL
2007

MAKE OF VEHICLE
DODG

123914141

BODY STYLE
VN

TITLE/DOCUMENT NUMBER

DATE TITLE ISSUED

05010142242132211 09/04/2015

MODEL

MFG. CAPACITY
IN TONS

WEIGHT

LICENSE NUMBER

CAR

4400

GFZ0421

PREVIOUS OWNER

ODOMETER READING

CARS

93255

OWNER

REMARK(S)

**COVE TAXI, INC
806 N 1ST ST
COPPERAS COVE, TX 76522**

ACTUAL MILEAGE

X

SIGNATURE OF OWNER OR AGENT MUST BE IN INK

UNLESS OTHERWISE AUTHORIZED BY LAW, IT IS A VIOLATION OF STATE LAW TO SIGN THE NAME OF ANOTHER PERSON ON A CERTIFICATE OF TITLE OR OTHERWISE GIVE FALSE INFORMATION ON A CERTIFICATE OF TITLE

DATE OF LIEN

1ST LIENHOLDER

NONE

1ST LIEN RELEASED _____ DATE

BY _____
AUTHORIZED AGENT

DATE OF LIEN

2ND LIENHOLDER

2ND LIEN RELEASED _____ DATE

BY _____
AUTHORIZED AGENT

DATE OF LIEN

3RD LIENHOLDER

3RD LIEN RELEASED _____ DATE

BY _____
AUTHORIZED AGENT

IT IS HEREBY CERTIFIED THAT THE PERSON HEREIN NAMED IS THE OWNER OF THE VEHICLE DESCRIBED ABOVE WHICH IS SUBJECT TO THE ABOVE LIENS

RIGHTS OF SURVIVORSHIP AGREEMENT
WE, THE MARRIED PERSONS WHOSE SIGNATURES APPEAR HEREIN, HEREBY AGREE THAT THE OWNERSHIP OF THE VEHICLE DESCRIBED ON THIS CERTIFICATE OF TITLE SHALL FROM THIS DAY FORWARD BE HELD JOINTLY, AND IN THE EVENT OF DEATH OF ANY OF THE PERSONS NAMED IN THE AGREEMENT, THE OWNERSHIP OF THE VEHICLE SHALL VEST IN THE SURVIVOR(S).

SIGNATURE _____ DATE

SIGNATURE _____ DATE

SIGNATURE _____ DATE

FORM 30-C REV. 03/2015

DO NOT ACCEPT TITLE SHOWING ERASURE, ALTERATION, OR MUTILATION.

TEXAS CERTIFICATE OF TITLE



TEXAS DEPARTMENT OF MOTOR VEHICLES

114060146

VEHICLE IDENTIFICATION NUMBER
1B3JB48B47D501621

YEAR MODEL
2007

MAKE OF VEHICLE
DODG

BODY STYLE
4D

TITLE/DOCUMENT NUMBER
05025141618155421 DATE TITLE ISSUED
01/02/2014

MODEL
CXT MFG CAPACITY IN TONS
4000 WEIGHT
4000 LICENSE NUMBER
CSL5420

PREVIOUS OWNER
CARS COPPERAS CO TX

ODOMETER READING
78785

OWNER
**COVE TAXI INC
806 N 1ST ST
COPPERAS COVE, TX 76522**

REMARK(S)
ACTUAL MILEAGE

X _____
SIGNATURE OF OWNER OR AGENT MUST BE IN INK

UNLESS OTHERWISE AUTHORIZED BY LAW, IT IS A VIOLATION OF STATE LAW TO SIGN THE NAME OF ANOTHER PERSON ON A CERTIFICATE OF TITLE OR OTHERWISE GIVE FALSE INFORMATION ON A CERTIFICATE OF TITLE

DATE OF LIEN
NONE

1ST LIENHOLDER

1ST LIEN RELEASED _____ DATE

BY _____
AUTHORIZED AGENT

DATE OF LIEN

2ND LIENHOLDER

2ND LIEN RELEASED _____ DATE

BY _____
AUTHORIZED AGENT

DATE OF LIEN

3RD LIENHOLDER

3RD LIEN RELEASED _____ DATE

BY _____
AUTHORIZED AGENT

IT IS HEREBY CERTIFIED THAT THE PERSON HEREIN NAMED IS THE OWNER OF THE VEHICLE DESCRIBED ABOVE WHICH IS SUBJECT TO THE ABOVE LIENS

RIGHTS OF SURVIVORSHIP AGREEMENT
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SIGNATURE DATE

SIGNATURE DATE

SIGNATURE DATE

FORM 30-C REV 04/2012

DO NOT ACCEPT TITLE SHOWING ERASURE, ALTERATION, OR MUTILATION

TEXAS CERTIFICATE OF TITLE



TEXAS DEPARTMENT OF MOTOR VEHICLES

119512830

VEHICLE IDENTIFICATION NUMBER
1D8GP25B96B587653

YEAR MODEL
2006

MAKE OF VEHICLE
DODG

BODY STYLE
VN

TITLE/DOCUMENT NUMBER

DATE TITLE ISSUED

05000141962112251 11/28/2014

MODEL

MFG CAPACITY
IN TONS

WEIGHT

LICENSE NUMBER

CAR

3763

DVJ1728

PREVIOUS OWNER

C.A.R.S

ODOMETER READING

97324

OWNER

REMARK(S)

**COVE TAXI, INC
806 N 1ST STREET
COPPERAS COVE, TX 76522**

ACTUAL MILEAGE

X _____
SIGNATURE OF OWNER OR AGENT MUST BE IN INK

UNLESS OTHERWISE AUTHORIZED BY LAW, IT IS A VIOLATION OF STATE LAW TO SIGN THE NAME OF ANOTHER PERSON ON A CERTIFICATE OF TITLE OR OTHERWISE GIVE FALSE INFORMATION ON A CERTIFICATE OF TITLE

DATE OF LIEN	1ST LIENHOLDER	1ST LIEN RELEASED	DATE
NONE			
DATE OF LIEN	2ND LIENHOLDER	2ND LIEN RELEASED	DATE
DATE OF LIEN	3RD LIENHOLDER	3RD LIEN RELEASED	DATE

BY _____
AUTHORIZED AGENT

BY _____
AUTHORIZED AGENT

BY _____
AUTHORIZED AGENT

BY _____
AUTHORIZED AGENT

IT IS HEREBY CERTIFIED THAT THE PERSON HEREIN NAMED IS THE OWNER OF THE VEHICLE DESCRIBED ABOVE WHICH IS SUBJECT TO THE ABOVE LIENS

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SIGNATURE DATE

SIGNATURE DATE

SIGNATURE DATE

TEXAS CERTIFICATE OF TITLE



TEXAS DEPARTMENT OF MOTOR VEHICLES

VEHICLE IDENTIFICATION NUMBER
1D4GP25BX7B240075

YEAR MODEL
2007

MAKE OF VEHICLE
DODG

103499960

BODY STYLE
VN

TITLE DOCUMENT NUMBER

DATE TITLE ISSUED

05000140883124754 12/20/2011

MODEL

MFG. CAPACITY
IN TONS

WEIGHT

LICENSE NUMBER

CAR

1/2

3900

DD1S641

PREVIOUS OWNER

CARS COPPERAS CO TX

OWNER

ODOMETER READING

62271

REMARK(S)

ACTUAL MILEAGE

**COVE TAXI INC
806 N 1ST STREET
COPPERAS COVE, TX 76522**

X

SIGNATURE OF OWNER OR AGENT MUST BE IN INK

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DATE OF LIEN

1ST LIENHOLDER

NONE

1ST LIEN RELEASED _____
DATE

BY _____
AUTHORIZED AGENT

DATE OF LIEN

2ND LIENHOLDER

2ND LIEN RELEASED _____
DATE

BY _____
AUTHORIZED AGENT

DATE OF LIEN

3RD LIENHOLDER

3RD LIEN RELEASED _____
DATE

BY _____
AUTHORIZED AGENT

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SIGNATURE _____ DATE

SIGNATURE _____ DATE

SIGNATURE _____ DATE

FORM 30-C REV. 2/2010

DO NOT ACCEPT TITLE SHOWING ERASURE, ALTERATION, OR MUTILATION

TEXAS CERTIFICATE OF TITLE



TEXAS DEPARTMENT OF MOTOR VEHICLES

VEHICLE IDENTIFICATION NUMBER
2D8HN44E19R566013

YEAR MODEL
2009

MAKE OF VEHICLE
DODG

96537922

BODY STYLE
VN

TITLE/DOCUMENT NUMBER

DATE TITLE ISSUED

05000140376115719 07/27/2010

MODEL

MFG. CAPACITY
IN TONS

WEIGHT

LICENSE NUMBER

CAR

4100

BV4S161

PREVIOUS OWNER

PRESCOTT BROTHERS INC MENCOTA IL

OWNER

ODOMETER READING

27525

REMARK(S)

ACTUAL MILEAGE

**COVE TAXI INC
806 NORTH 1ST ST
COPPERAS COVE, TX 76522**

X _____

SIGNATURE OF OWNER OR AGENT MUST BE IN INK

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DATE OF LIEN

1ST LIENHOLDER

NONE

1ST LIEN RELEASED _____

DATE

BY _____

AUTHORIZED AGENT

DATE OF LIEN

2ND LIENHOLDER

2ND LIEN RELEASED _____

DATE

BY _____

AUTHORIZED AGENT

DATE OF LIEN

3RD LIENHOLDER

3RD LIEN RELEASED _____

DATE

BY _____

AUTHORIZED AGENT

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SIGNATURE

DATE

SIGNATURE

DATE

SIGNATURE

DATE

FORM 30-C REV. 2/2010

DO NOT ACCEPT TITLE SHOWING ERASURE, ALTERATION, OR MUTILATION.

Reference Paragraph 10a





Oliver Bros.
1002 S. Main
Copperas Cove, TX
(254) 547-8034
www.oliverbrostexas.com

Drivers needed. Come see us.

www.covetaxi.com

COVE TAXI

TEXAS
DVJ-1729

542-8626

8

8

VE TAXI 542-8626



ADVERTISE YOUR BUSINESS
HERE!
GREAT RATES!
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DOLLAR GENERAL

8

Serving the
Killeen / Ft. Hood Area

COVE TAXI

542-8626

8

KENWOOD

Listen to the Future



TK-980/981

(800/900 MHz) FM Mobile Radios

FleetSync[®]

GENERAL FEATURES

- 15 W 800 & 900 MHz Models
- Trunked Format¹
- LTR[®] Trunked Systems
- Conventional Systems
- 32 Systems / 250 Groups
- System Scan
- List Type System Scan
- 10 Character Alphanumeric Aliases
- Backlit Dot Matrix LCD
- 3-Digit Sub-Display
- Function / Status LCD Icons
- Transmit / Busy / Call Alert / Warn LED
- 6 Backlit PF Keys
- 500 mW Speaker Audio
- Companded Audio
- Encryption / ANI Board Control

- Emergency Call Features
- DTMF Encode / Decode²
- Time Out Timer
- Timed Power Off
- ACC Cable Option
- Ignition Sense³
- Public Address / Horn Alert Option⁴
- Dynamic Mobile Mic Included
- MIL-Spec Noise-canceling Mic Option
- MIL-Spec 12-Key Noise-canceling Mic Option
- Windows[®] Programming & Tuning⁴
- Windows[®] Firmware Uploading⁵
- Front Panel Test / Tune
- Cloning
- MIL-STD-810 C/D/E/F
- NPSPAC Option

CONVENTIONAL ZONES

- QT / DQT
- Single Priority Group Scan
- Busy Channel Lockout

TRUNKED ZONES⁶

- Kenwood LTR[®] Features⁶

FleetSync^{®7}

- PTT ID Digital ANI
- Selective Call & Group Call
- Status Messaging
- Emergency Status
- Caller ID Display
- Short Text Messages⁸
- PC Serial Interface





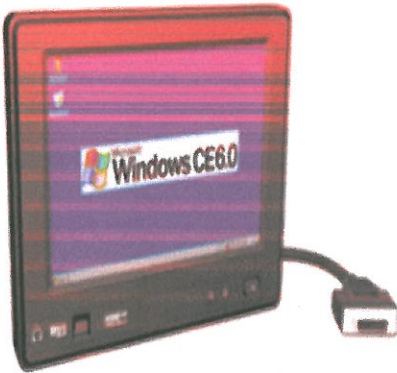
FINITE TECHNOLOGY INC.

A WIRELESS SOLUTION COMPANY

HOME § PRODUCTS § COMPANY § MERCHANT SERVICES § SALES/SUPPORT § NEWS § PARTNERS



PRODUCTS



NEW! EasyData PC765

Rugged, Dust proof and Water proof with 600MHZ CPU

< See other products

FEATURES

- 7 inches TFT LCD with touch screen Windows CE 6.0
- High Resolution Display: 800x480 (1,152,000) pixels
- Rugged, Dust proof and Water proof with 600MHZ CPU
- Memory: 256MB Flash ROM and 128 MB LPDR
- Multimedia Data Storage: SD card/USB Flash memory
- USB and Serial I/O
- Earphone output, Speaker, A/V Input
- GPRS Modem and Antenna
- GPS Receiver and GPS Antenna
- Panic / Emergency Button
- Map Direction / AVL
- Navigation System (optional)
- Smart Taximeter Interface
- Mounting Bracket and Cable Assembly
- Text-to-speech
- Fares History Archive
- Large Graphic Buttons
- Large Text Display
- Working Temperature: -10° to 65°C, Power Supply: DC 12V
- Hi-Speed Thermal Printer and Card Swipe (Optional)
- 3D Navigation system (Optional)



FINITE TECHNOLOGY INC.

A WIRELESS SOLUTION COMPANY

HOME } PRODUCTS } COMPANY } MERCHANT SERVICES } SALES/SUPPORT } NEWS } PARTNERS



PRODUCTS



Easy Credit

Desktop Software and Thermal Printer, this software package provides a virtual terminal on your desktop that works as a stand alone as well as with the MDT's equipped in the Taxi and Limousines

< [See other products](#)

FEATURES

- Rapid Credit Card Processing from both MDT equipped vehicles and the dispatching office.
- Handy search features to find detailed information about your transactions.
- Daily summaries to facilitate easy reconciling of your processor statement.
- Capable of administering multiple merchant accounts.

COVE TAXI, INC
806 NORTH 1ST STREET
COPPERAS COVE, TEXAS 76522
(254) 542-8626

Reference: Paragraph 13

Cove Taxi, Inc's current insurance policy will expire on March 25, 2016. Prior to the expiration date of said policy, Cove Taxi, Inc. will provide the City of Killeen with a new policy satisfying the requirements of Section 29-34 (b) of the Killeen City Code.

A handwritten signature in black ink, appearing to read 'CLARENCE PAGE', enclosed within a hand-drawn oval border.

CLARENCE PAGE
COVE TAXI, INC.
PRESIDENT



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/23/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Specialty Unlimited Agency, LLC 1140 Empire Central Suite 100 Dallas Texas 75247	CONTACT NAME: PHONE (A/C, No, Ext): 214-905-9970 FAX (A/C, No): 214-951-9023 E-MAIL ADDRESS: shellie@unlimitedinsurance.org INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: Global Liberty Insurance Co. INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
---	---

COVERAGES **CERTIFICATE NUMBER:** 2,884 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS								
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$								
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS X SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			FHP0725621-1	3/25/2015	3/25/2016	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ 50,000 BODILY INJURY (Per accident) \$ 100,000 PROPERTY DAMAGE (Per accident) \$ 50,000 \$								
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$								
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">WC STATUTORY LIMITS</td> <td style="width: 50%;">OTHER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$</td> </tr> </table>	WC STATUTORY LIMITS	OTHER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$
WC STATUTORY LIMITS	OTHER														
E.L. EACH ACCIDENT	\$														
E.L. DISEASE - EA EMPLOYEE	\$														
E.L. DISEASE - POLICY LIMIT	\$														

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <p style="text-align: center;">DAWN M DIAMONDSON</p>
---------------------------	--

2

Name and Address of Insured Nombre y Direccion del Asegurado COVE TAXI 806 N. 1ST. STREET COPPERAS COVE, TEXAS 76522	Insurance Company - Compania de Seguro Global Liberty Insurance Company 1-866-350-3292 Agent - Agente SPECIALTY UNLIMITED AGENCY,LLC 1-214-905-9970
Policy Number - Numero de Poliza FHP0725621-1	Vehicle Make/Model Marca de Vehiculo/Modelo DODGE CARAVAN
Effective Date - Fecha Efectiva 03/25/15	Year - Ano 2007
Expiration Date - Fecha de Expiracion 03/25/16	VIN Number 1D4GP25B27B154260
THIS POLICY PROVIDES AT LEAST THE MINIMUM AMOUNTS OF LIABILITY INSURANCE REQUIRED BY THE TEXAS MOTOR VEHICLE SAFETY RESPONSIBILITY ACT FOR THE SPECIFIED VEHICLE AND NAMED INSUREDS AND MAY PROVIDE COVERAGE FOR OTHER PERSONS AND OTHER VEHICLES AS PROVIDED BY THE INSURANCE POLICY.	ESTA POLIZA PROVEE POR LO MENOS LA CANTIDAD MINIMA DE SEGURO DE RESPONSABILIDAD REQUERIDA POR LEY (TEXAS MOTOR VEHICLE SAFETY RESPONSIBILITY ACT) PARA EL VEHICULO ESPECIFICADO Y PARA LOS ASEGURADOS NOMBRADOS Y PUEDE PROVEER COVERTURA PARA OTRAS PERSONAS Y OTROS VEHICULOS SEGUN PROVISTO EN LA POLIZA DE SEGURO.

4

Name and Address of Insured Nombre y Direccion del Asegurado COVE TAXI 806 N. 1ST. STREET COPPERAS COVE, TEXAS 76522	Insurance Company - Compania de Seguro Global Liberty Insurance Company 1-866-350-3292 Agent - Agente SPECIALTY UNLIMITED AGENCY,LLC 1-214-905-9970
Policy Number - Numero de Poliza FHP0725621-1	Vehicle Make/Model Marca de Vehiculo/Modelo DODGE CALIBER
Effective Date - Fecha Efectiva 03/25/15	Year - Ano 2009
Expiration Date - Fecha de Expiracion 03/25/16	VIN Number 1B3HB48A49D157300
THIS POLICY PROVIDES AT LEAST THE MINIMUM AMOUNTS OF LIABILITY INSURANCE REQUIRED BY THE TEXAS MOTOR VEHICLE SAFETY RESPONSIBILITY ACT FOR THE SPECIFIED VEHICLE AND NAMED INSUREDS AND MAY PROVIDE COVERAGE FOR OTHER PERSONS AND OTHER VEHICLES AS PROVIDED BY THE INSURANCE POLICY.	ESTA POLIZA PROVEE POR LO MENOS LA CANTIDAD MINIMA DE SEGURO DE RESPONSABILIDAD REQUERIDA POR LEY (TEXAS MOTOR VEHICLE SAFETY RESPONSIBILITY ACT) PARA EL VEHICULO ESPECIFICADO Y PARA LOS ASEFURADOS NOMBRADOS Y PUEDE PROVEER COVERTURA PARA OTRAS PERSONAS Y OTROS VEHICULOS SEGUN PROVISTO EN LA POLIZA DE SEGURO.

5

TEXAS LIABILITY INSURANCE CARD

COMPANY PHONE NO.
877-240-7004

COMPANY
Global Liberty Insurance Co.

POLICY NUMBER
FHP0725621-1

EFFECTIVE DATE
8/20/2015

EXPIRATION DATE
3/25/2016

YEAR

MAKE/MODEL

VEHICLE IDENTIFICATION NUMBER

2008

DODGE CARAVAN

1D8HN54P68B178618

AGENCY

Specialty Unlimited Agency, LLC

AGENCY PHONE NO.

214-905-9970

1140 Empire Central Suite 100

Dallas Texas

75247

INSURED

Cove Taxi Inc.

806 N 1st Street

Copperas Cove Texas 76522

This policy provides at least the minimum amounts of liability insurance required by the Texas Motor Vehicle Safety Responsibility Act for the Specified vehicle and named insureds and may provide coverage for other persons and other vehicles as provided by the insurance policy.

SPANISH TRANSLATION

TRADUCCION DE ESPANOL

Tarjeta de Seguro de Responsabilidad de Texas

Guarde esta tarjeta.

IMPORTANTE: Esta tarjeta o una copia de su póliza de seguro debe ser mostrada cuando usted solicite o renueve su:

- registro de vehículo de motor
- licencia para conducir
- etiqueta de inspección de seguridad para su vehículo.

Puede que usted tenga también que mostrar esta tarjeta o su póliza de seguro si tiene un accidente o si un oficial de la paz se la pide.

Todos los conductores en Texas deben de tener seguro de responsabilidad para sus vehículos, o de otra manera llenar los requisitos legales de responsabilidad civil. Fallo en llenar este requisito pudiera resultar en multas de hasta \$1,000, suspensión de su licencia para conducir y de su registro de vehículo de motor, y la retención de su vehículo por un periodo de hasta 180 días (a un costo de \$15 por día).

Texas Liability Insurance Card

Keep this card.

IMPORTANT: This card or a copy of your insurance policy must be shown when you apply for or renew your:

- motor vehicle registration
- driver's license
- motor vehicle safety inspection sticker.

You also may be asked to show this card or your policy if you have an accident or if a peace officer asks to see it.

All drivers in Texas must carry liability insurance on their vehicles or otherwise meet legal requirements for financial responsibility. Failure to do so could result in fines up to \$1,000, suspension of your driver's license and motor vehicle registration, and impoundment of your vehicle for up to 180 days (at a cost of \$15 per day).

8

Name and Address of Insured Nombre y Direccion del Asegurado COVE TAXI 806 N. 1ST. STREET COPPERAS COVE, TEXAS 76522	Insurance Company - Compania de Seguro Global Liberty Insurance Company 1-866-350-3292 Agent - Agente SPECIALTY UNLIMITED AGENCY,LLC 1-214-905-9970
Policy Number - Numero de Poliza FHP0725621-1	Vehicle Make/Model Marca de Vehiculo/Modelo DODGE CALIBER
Effective Date - Fecha Efectiva 03/25/15	Year - Ano 2010
Expiration Date - Fecha de Expiracion 03/25/16	VIN Number 1B3CB4HA8AD650301
THIS POLICY PROVIDES AT LEAST THE MINIMUM AMOUNTS OF LIABILITY INSURANCE REQUIRED BY THE TEXAS MOTOR VEHICLE SAFETY RESPONSIBILITY ACT FOR THE SPECIFIED VEHICLE AND NAMED INSUREDS AND MAY PROVIDE COVERAGE FOR OTHER PERSONS AND OTHER VEHICLES AS PROVIDED BY THE INSURANCE POLICY.	ESTA POLIZA PROVEE POR LO MENOS LA CANTIDAD MINIMA DE SEGURO DE RESPONSABILIDAD REQUERIDA POR LEY (TEXAS MOTOR VEHICLE SAFETY RESPONSIBILITY ACT) PARA EL VEHICULO ESPECIFICADO Y PARA LOS ASEFURADOS NOMBRADOS Y PUEDE PROVEER COVERTURA PARA OTRAS PERSONAS Y OTROS VEHICULOS SEGUN PROVISTO EN LA POLIZA DE SEGURO.

9

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Policy Number - Numero de Poliza FHP0725621-1	Vehicle Make/Model Marca de Vehiculo/Modelo DODGE CALIBER
Effective Date - Fecha Efectiva 03/25/15	Year - Ano 2008
Expiration Date - Fecha de Expiracion 03/25/16	VIN Number 1B3HB28B88D717668
THIS POLICY PROVIDES AT LEAST THE MINIMUM AMOUNTS OF LIABILITY INSURANCE REQUIRED BY THE TEXAS MOTOR VEHICLE SAFETY RESPONSIBILITY ACT FOR THE SPECIFIED VEHICLE AND NAMED INSUREDS AND MAY PROVIDE COVERAGE FOR OTHER PERSONS AND OTHER VEHICLES AS PROVIDED BY THE INSURANCE POLICY.	ESTA POLIZA PROVEE POR LO MENOS LA CANTIDAD MINIMA DE SEGURO DE RESPONSABILIDAD REQUERIDA POR LEY (TEXAS MOTOR VEHICLE SAFETY RESPONSIBILITY ACT) PARA EL VEHICULO ESPECIFICADO Y PARA LOS ASEFURADOS NOMBRADOS Y PUEDE PROVEER COVERTURA PARA OTRAS PERSONAS Y OTROS VEHICULOS SEGUN PROVISTO EN LA POLIZA DE SEGURO.

10

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Policy Number - Numero de Poliza FHP0725621-1	Vehicle Make/Model Marca de Vehiculo/Modelo DODGE CARAVAN
Effective Date - Fecha Efectiva 03/25/15	Year - Ano 2007
Expiration Date - Fecha de Expiracion 03/25/16	VIN Number 1D4GP25B97B214180
THIS POLICY PROVIDES AT LEAST THE MINIMUM AMOUNTS OF LIABILITY INSURANCE REQUIRED BY THE TEXAS MOTOR VEHICLE SAFETY RESPONSIBILITY ACT FOR THE SPECIFIED VEHICLE AND NAMED INSUREDS AND MAY PROVIDE COVERAGE FOR OTHER PERSONS AND OTHER VEHICLES AS PROVIDED BY THE INSURANCE POLICY.	ESTA POLIZA PROVEE POR LO MENOS LA CANTIDAD MINIMA DE SEGURO DE RESPONSABILIDAD REQUERIDA POR LEY (TEXAS MOTOR VEHICLE SAFETY RESPONSIBILITY ACT) PARA EL VEHICULO ESPECIFICADO Y PARA LOS ASEFURADOS NOMBRADOS Y PUEDE PROVEER COVERTURA PARA OTRAS PERSONAS Y OTROS VEHICULOS SEGUN PROVISTO EN LA POLIZA DE SEGURO.

11

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Policy Number - Numero de Poliza FHP0725621-1	Vehicle Make/Model Marca de Vehiculo/Modelo DODGE CALIBER
Effective Date - Fecha Efectiva 03/25/15	Year - Ano 2008
Expiration Date - Fecha de Expiracion 03/25/16	VIN Number 1B3HB28B78D577130
THIS POLICY PROVIDES AT LEAST THE MINIMUM AMOUNTS OF LIABILITY INSURANCE REQUIRED BY THE TEXAS MOTOR VEHICLE SAFETY RESPONSIBILITY ACT FOR THE SPECIFIED VEHICLE AND NAMED INSUREDS AND MAY PROVIDE COVERAGE FOR OTHER PERSONS AND OTHER VEHICLES AS PROVIDED BY THE INSURANCE POLICY.	ESTA POLIZA PROVEE POR LO MENOS LA CANTIDAD MINIMA DE SEGURO DE RESPONSABILIDAD REQUERIDA POR LEY (TEXAS MOTOR VEHICLE SAFETY RESPONSIBILITY ACT) PARA EL VEHICULO ESPECIFICADO Y PARA LOS ASEFURADOS NOMBRADOS Y PUEDE PROVEER COVERTURA PARA OTRAS PERSONAS Y OTROS VEHICULOS SEGUN PROVISTO EN LA POLIZA DE SEGURO.

14

TEXAS LIABILITY INSURANCE CARD

COMPANY PHONE NO.
877-240-7004

COMPANY
Global Liberty Insurance Co.

POLICY NUMBER
FHP0725621-1

EFFECTIVE DATE
8/20/2015

EXPIRATION DATE
3/25/2016

YEAR

MAKE/MODEL

VEHICLE IDENTIFICATION NUMBER

2007

DODGE CARAVAN

2D4GP44LX7R131591

AGENCY

Specialty Unlimited Agency, LLC

AGENCY PHONE NO.

214-905-9970

1140 Empire Central Suite 100

Dallas Texas

75247

INSURED

Cove Taxi Inc.

806 N 1st Street

Copperas Cove Texas 76522

This policy provides at least the minimum amounts of liability insurance required by the Texas Motor Vehicle Safety Responsibility Act for the Specified vehicle and named insureds and may provide coverage for other persons and other vehicles as provided by the insurance policy.

SPANISH TRANSLATION

TRADUCCION DE ESPANOL

Tarjeta de Seguro de Responsabilidad de Texas

Guarde esta tarjeta.

IMPORTANTE: Esta tarjeta o una copia de su póliza de seguro debe ser mostrada cuando usted solicite o renueve su:

- o registro de vehículo de motor
- o licencia para conducir
- o etiqueta de inspección de seguridad para su vehículo.

Puede que usted tenga también que mostrar esta tarjeta o su póliza de seguro si tiene un accidente o si un oficial de la paz se la pide.

Todos los conductores en Texas deben de tener seguro de responsabilidad para sus vehículos, o de otra manera llenar los requisitos legales de responsabilidad civil. Fallo en llenar este requisito pudiera resultar en multas de hasta \$1,000, suspensión de su licencia para conducir y de su registro de vehículo de motor, y la retención de su vehículo por un periodo de hasta 180 días (a un costo de \$15 por día).

Texas Liability Insurance Card

Keep this card.

IMPORTANT: This card or a copy of your insurance policy must be shown when you apply for or renew your:

- o motor vehicle registration
- o driver's license
- o motor vehicle safety inspection sticker.

You also may be asked to show this card or your policy if you have an accident or if a peace officer asks to see it.

All drivers in Texas must carry liability insurance on their vehicles or otherwise meet legal requirements for financial responsibility. Failure to do so could result in fines up to \$1,000, suspension of your driver's license and motor vehicle registration, and impoundment of your vehicle for up to 180 days (at a cost of \$15 per day).

15

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Policy Number - Numero de Poliza FHP0725621-1	Vehicle Make/Model Marca de Vehiculo/Modelo DODGE CALIBER
Effective Date - Fecha Efectiva 03/25/15	Year - Ano 2007
Expiration Date - Fecha de Expiracion 03/25/16	VIN Number 1B3JB48B47D501621
THIS POLICY PROVIDES AT LEAST THE MINIMUM AMOUNTS OF LIABILITY INSURANCE REQUIRED BY THE TEXAS MOTOR VEHICLE SAFETY RESPONSIBILITY ACT FOR THE SPECIFIED VEHICLE AND NAMED INSUREDS AND MAY PROVIDE COVERAGE FOR OTHER PERSONS AND OTHER VEHICLES AS PROVIDED BY THE INSURANCE POLICY.	ESTA POLIZA PROVEE POR LO MENOS LA CANTIDAD MINIMA DE SEGURO DE RESPONSABILIDAD REQUERIDA POR LEY (TEXAS MOTOR VEHICLE SAFETY RESPONSIBILITY ACT) PARA EL VEHICULO ESPECIFICADO Y PARA LOS ASEFURADOS NOMBRADOS Y PUEDE PROVEER COVERTURA PARA OTRAS PERSONAS Y OTROS VEHICULOS SEGUN PROVISTO EN LA POLIZA DE SEGURO.

17

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Policy Number - Numero de Poliza FHP0725621-1	Vehicle Make/Model Marca de Vehiculo/Modelo DODGE CARAVAN
Effective Date - Fecha Efectiva 03/25/15	Year - Ano 2006
Expiration Date - Fecha de Expiracion 03/25/16	VIN Number 1D8GP25B96B587653
THIS POLICY PROVIDES AT LEAST THE MINIMUM AMOUNTS OF LIABILITY INSURANCE REQUIRED BY THE TEXAS MOTOR VEHICLE SAFETY RESPONSIBILITY ACT FOR THE SPECIFIED VEHICLE AND NAMED INSUREDS AND MAY PROVIDE COVERAGE FOR OTHER PERSONS AND OTHER VEHICLES AS PROVIDED BY THE INSURANCE POLICY.	ESTA POLIZA PROVEE POR LO MENOS LA CANTIDAD MINIMA DE SEGURO DE RESPONSABILIDAD REQUERIDA POR LEY (TEXAS MOTOR VEHICLE SAFETY RESPONSIBILITY ACT) PARA EL VEHICULO ESPECIFICADO Y PARA LOS ASEFURADOS NOMBRADOS Y PUEDE PROVEER COVERTURA PARA OTRAS PERSONAS Y OTROS VEHICULOS SEGUN PROVISTO EN LA POLIZA DE SEGURO.

18

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Policy Number - Numero de Poliza FHP0725621-1	Vehicle Make/Model Marca de Vehiculo/Modelo DODGE CARAVAN
Effective Date - Fecha Efectiva 03/25/15	Year - Ano 2007
Expiration Date - Fecha de Expiracion 03/25/16	VIN Number 1D4GP25BX7B240075
THIS POLICY PROVIDES AT LEAST THE MINIMUM AMOUNTS OF LIABILITY INSURANCE REQUIRED BY THE TEXAS MOTOR VEHICLE SAFETY RESPONSIBILITY ACT FOR THE SPECIFIED VEHICLE AND NAMED INSUREDS AND MAY PROVIDE COVERAGE FOR OTHER PERSONS AND OTHER VEHICLES AS PROVIDED BY THE INSURANCE POLICY.	ESTA POLIZA PROVEE POR LO MENOS LA CANTIDAD MINIMA DE SEGURO DE RESPONSABILIDAD REQUERIDA POR LEY (TEXAS MOTOR VEHICLE SAFETY RESPONSIBILITY ACT) PARA EL VEHICULO ESPECIFICADO Y PARA LOS ASEFURADOS NOMBRADOS Y PUEDE PROVEER COVERTURA PARA OTRAS PERSONAS Y OTROS VEHICULOS SEGUN PROVISTO EN LA POLIZA DE SEGURO.

20

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Policy Number - Numero de Poliza FHP0725621-1	Vehicle Make/Model Marca de Vehiculo/Modelo DODGE CARAVAN
Effective Date - Fecha Efectiva 03/25/15	Year - Ano 2009
Expiration Date - Fecha de Expiracion 03/25/16	VIN Number 2D8HN44E19R566013
THIS POLICY PROVIDES AT LEAST THE MINIMUM AMOUNTS OF LIABILITY INSURANCE REQUIRED BY THE TEXAS MOTOR VEHICLE SAFETY RESPONSIBILITY ACT FOR THE SPECIFIED VEHICLE AND NAMED INSUREDS AND MAY PROVIDE COVERAGE FOR OTHER PERSONS AND OTHER VEHICLES AS PROVIDED BY THE INSURANCE POLICY.	ESTA POLIZA PROVEE POR LO MENOS LA CANTIDAD MINIMA DE SEGURO DE RESPONSABILIDAD REQUERIDA POR LEY (TEXAS MOTOR VEHICLE SAFETY RESPONSIBILITY ACT) PARA EL VEHICULO ESPECIFICADO Y PARA LOS ASEFURADOS NOMBRADOS Y PUEDE PROVEER COVERTURA PARA OTRAS PERSONAS Y OTROS VEHICULOS SEGUN PROVISTO EN LA POLIZA DE SEGURO.



LOTT, VERNON & COMPANY, P.C.
CERTIFIED PUBLIC ACCOUNTANTS

911 S. MAIN STREET
POST OFFICE BOX 488
COPPERAS COVE, TEXAS 76522

254/547/2171
800/460/2177
FAX 254/547/2286

KILLEEN • COPPERAS COVE • TEMPLE

*Member of
American Institute & Texas Society of
Certified Public Accountants*

ACCOUNTANT'S COMPILATION REPORT

To the Board of Directors
Cove Taxi, Inc.
806 North 1st Street
Copperas Cove, TX 76522

Management is responsible for the accompanying financial statements of Cove Taxi, Inc. (an S corporation), which comprise the statement of assets, liabilities, and equity-tax basis as of October 31, 2015 and 2014, and the related statement of revenues and expenses-tax basis for the one month and ten months then ended, and for determining that the tax basis of accounting is an acceptable financial reporting framework. We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the financial statements nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, nor provide any form of assurance on these financial statements.

The financial statements are prepared in accordance with the tax basis of accounting, which is a basis of accounting other than accounting principles generally accepted in the United States of America.

Management has elected to omit substantially all the disclosures ordinarily included in financial statements prepared on the tax basis of accounting. If the omitted disclosures were included in the financial statements, they might influence the user's conclusions about the Company's assets, liabilities, equity, revenues, and expenses. Accordingly, the financial statements are not designed for those who are not informed about such matters.

We are not independent with respect to Cove Taxi, Inc.

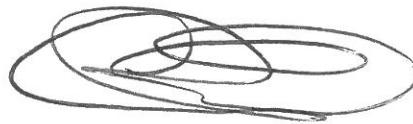
Lott Vernon & Co. P.C.

November 9, 2015

COVE TAXI, INC
806 NORTH 1ST STREET
COPPERAS COVE, TEXAS 76522
(254) 542-8626

Reference: Paragraph 15

Cove Taxi, Inc. has been in the taxi business for 20 years. Cove Taxi, Inc. has provided transportation service to the Killeen area since 1999. Cove Taxi, Inc. has had a contract with Killeen Senior Rider Program and Families in Crisis for 15 years.

A handwritten signature in black ink, appearing to read 'CLARENCE PAGE', enclosed within a hand-drawn oval border.

CLARENCE PAGE
COVE TAXI, INC.
PRESIDENT

COVE TAXI, INC.
806 N. 1ST STREET
COPPERAS COVE, TEXAS 76522
(254) 542-8626

Reference: Paragraph 16

Cove Taxi, Inc. has never had any revocation or suspension of a taxi cab business and/or other ground transportation service.

A handwritten signature in black ink, appearing to read 'CLARENCE PAGE', enclosed within a hand-drawn oval border.

CLARENCE PAGE
COVE TAXI, INC.
PRESIDENT

COVE TAXI, INC
806 N. 1ST STREET
COPPERAS COVE, TEXAS 76522
(254) 542-8626

Reference: Paragraph 17

Cove Taxi has as its base of operations located at 806 N. 1st Street in Copperas Cove.

There are two groups of drivers operating out of this location. The first group are the drivers assigned to Copperas Cove. They are responsible for servicing the customer base in Copperas Cove. When they are not on a call, their designated park-up is the taxicab stand.

The second group of drivers are responsible for servicing customers in Killeen, Harker Heights and on Fort Hood. When a call is received, the dispatcher gives the call to the driver closet to the call. This reduces the time the customer waits. When there are no call waiting, drivers go to designated park-ups in Killeen, Harker Heights or on Fort Hood.

There are currently four shifts drivers can work, day shift, night shift, or noon to midnight shift and midnight to noon shift. Each shift is twelve hours long, which allows for twenty-four-hour service for customers. Cove Taxi operates 24 hours a day, 7 days a week, 364 days a year. We are closed on Christmas day so that our employees can enjoy Christmas with their families.

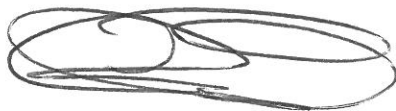


CLARENCE PAGE
COVE TAXI, INC
PRESIDENT

COVE TAXI, INC
806 N. 1ST STREET
COPPERAS COVE, TEXAS 76522
(254) 542-8626

Reference: Paragraph 18

On average, Cove Taxi, Inc. receives 4800 calls per month requesting a taxi from Killeen and Fort Hood area. Cove Taxi, Inc. has the following contracts within the city limits of Killeen: Killeen CDBG Transportation Program, Metroplex Hospital, American Eagle Airlines, Families in Crisis, Continental Airlines, and Delta Airlines. When a call is received in the City of Killeen, the dispatcher gives the call to the closest cab. This reduces the time the customer waits.

A handwritten signature in black ink, appearing to read "CLARENCE PAGE", written over a set of horizontal lines.

CLARENCE PAGE
COVE TAXI, INC.
PRESIDENT

COVE TAXI, INC
806 NORTH 1ST STREET
COPPERAS COVE, TEXAS 76522
(254) 542-8626

Reference: Paragraph 19

All taxicabs operating in the Killeen area operate with the same customer base. That customer base is primarily soldiers traveling to and from Fort Hood and Killeen residents traveling to and from work, school, service and entertainment establishments, and private residences.

Because of the high demand for taxicabs service in the Killeen area, having multiple taxicab companies is mutually beneficial to all involved. First, the citizens are given a choice as to which taxicab service they want to use. Also, by alleviating some of the demand placed on the individual companies, the customer waiting time is reduced. Reducing that waiting time increases the probability the customer will still be there when the taxicab arrives. With a higher percentage of customers being picked up by the taxicabs, the potential for profit for each company increases.

In addition, each taxicab company has regular clientele who are loyal to the individual cab companies. The addition of other taxicab companies does not affect that base of loyal customers.

As the population of the Killeen area increased, so will the demand for taxicabs. To meet the increased demand, multiple taxicab companies are needed.



CLARENCE PAGE
COVE TAXI, INC.
PRESIDENT

COVE TAXI, INC.
806 NORTH 1ST STREET
COPPERAS COVE, TEXAS 76522
(254) 542-8626

Reference: Paragraph 20

Cove Taxi, Inc. is not in default or arrears in any amount or way with or to the City of Killeen or any activity associated with the City of Killeen

A handwritten signature in black ink, appearing to read "CLARENCE PAGE", is written over a large, hand-drawn oval scribble.

CLARENCE PAGE
COVE TAXI, INC.
PRESIDENT

COVE TAXI, INC.
806 NORTH 1ST STREET
COPPERAS COVE, TEXAS 76522
(254) 542-8626

Reference: Paragraph 21

There are no outstanding judgments that have arisen out of any circumstances related to ground transportation service against the above applicant or persons who will participate in the business decisions.

A handwritten signature in black ink, appearing to read 'CLARENCE PAGE', is written over a horizontal line.

CLARENCE PAGE
COVE TAXI, INC.
PRESIDENT



City of Killeen

Legislation Details

File #: OR-16-004 **Version:** 1 **Name:** Credit Access Businesses
Type: Ordinance **Status:** Ordinances
File created: 1/12/2016 **In control:** City Council
On agenda: 2/9/2016 **Final action:**
Title: Consider an ordinance for registration requirements and credit extension guidelines for credit access businesses.
Sponsors: City Attorney Department, Police Department, Building Inspections
Indexes:
Code sections:
Attachments: [Council Memorandum](#)
[Ordinance](#)

Date	Ver.	Action By	Action	Result
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CITY COUNCIL MEMORANDUM

AGENDA ITEM

Registration requirements and credit extension guidelines for credit access businesses.

ORIGINATING DEPARTMENT

City Attorney

BACKGROUND INFORMATION

Some credit access businesses engage in abusive and predatory lending practices, offering easy money with onerous terms and fees to members of our community who are struggling financially. These practices cause members of our community to become trapped in a cycle of short term, high interest loans resulting in large debt and huge payments.

DISCUSSION/CONCLUSION

The proposed ordinance, which is based upon the Texas Municipal League's model policy, establishes a registration program, imposes restrictions on extensions of consumer credit and imposes recordkeeping requirements on credit access businesses. The proposed ordinance also requires that a credit access business post a written notice of the Military Lending Act where it is visible to potential creditors. Staff believes the ordinance will help to protect the citizens of Killeen from excessive fees and interest rates for these short term loans.

RECOMMENDATION

City staff recommends that the City Council approve the attached ordinance, which would become effective 90 days after passage.

AN ORDINANCE AMENDING CHAPTER 15 ADDING ARTICLE VII, CREDIT ACCESS BUSINESSES, OF THE OFFICIAL CODE OF ORDINANCES OF THE CITY OF KILLEEN, TEXAS, SETTING FORTH REGISTRATION REQUIREMENTS AND CREDIT EXTENSION GUIDELINES FOR CREDIT ACCESS BUSINESSES; PROVIDING FOR THE REPEAL OF CONFLICTING PROVISIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY CLAUSE; AND PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, certain credit access businesses engage in abusive and predatory lending practices, offering easy money to those members of our community who are in a tight spot with onerous terms and fees; and

WHEREAS, the practices of certain access businesses cause members of our community to become trapped in a cycle of short term, high interest loans resulting in large debt and huge payments; and

WHEREAS, the Pew Charitable Trusts, in their publication entitled *Payday Lending in America: Who Borrows, Where they Borrow, and Why*, (July 2012), wrote that “payday loans are sold as two-week credit products that provide fast cash, but borrowers are actually indebted for an average of five months per year.” The report further noted that “on average, a borrower takes out eight loans of \$375 each per year and spends \$520 on interest;” and

WHEREAS, the Pew Charitable Trusts, in their publication entitled *Payday Lending in America: Who Borrows, Where they Borrow, and Why*, (July 2012), also noted: “How much borrowers spend on loans depends heavily on the fees permitted by their state. The same \$500 storefront loan would generally cost about \$55 in Florida, \$75 in Nebraska, \$87.50 in Alabama, and \$100 in Texas, even if it were provided by the same national company in all those states. Previous research has found that lenders tend to charge the maximum permitted in a state;” and

WHEREAS, the Pew Charitable Trusts, in their publication entitled *Payday Lending in America: Who Borrows, Where they Borrow, and Why*, (July 2012), also stated that “the vast majority of borrowers use the loans on a long-term basis, not temporary one. Thus it seems that the payday loan industry is selling a product few people use as designed and that imposes debt that is consistently more costly and longer lasting than advertised;” and

WHEREAS, the Community Financial Services Association of America (CFSA), the national trade association for companies that offer small dollar, short-term loans or payday advances includes the following in the “Member Best Practices” as listed on its internet site (<http://cfsaa.com/cfsa-member-best-practices.aspx>): “Members shall not allow customers to rollover a payday advance (the extension of an outstanding advance by payment of only a fee)

unless expressly authorized by state law, but in such cases where authorized will limit rollovers to four or the state limit, whichever is less.” The need for consumer understanding was also outlined on this website: “A contract between a member and the customer must fully outline the terms of the payday advance transaction. Members agree to disclose the cost of the service fee both as a dollar amount and as an annual percentage rate (“APR”);” and

WHEREAS, the Center for Responsible Lending, a non-profit, non-partisan organization, states on its internet site (<http://www.responsiblelending.org/other-consumer-loans/tools-resources/fast-facts.html>) that: “car title loans are based on the value of a borrower’s car - the ability to repay the loans is not factor in the lending decision...”; “loan rates for a car title are typically 20-30 times that of rates charged by credit card issuers...”; “the average car title customer renews their loan 8 times...”; and, “on a \$500 title loan, this average customer will pay back \$650 in interest over eight months; the principal borrowed will be in addition;” and

WHEREAS, lenders hold onto the motor vehicle title and when borrowers cannot continue to pay the fees, they can lose their vehicles, which can drastically affect the borrower’s means of transportation for work and other essential household functions.

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

SECTION 1: That Chapter 15 of the Code of Ordinances of the City of Killeen is hereby amended adding Article VII as follows:

Chapter 15

LICENSES, PERMITS AND MISCELLANEOUS BUSINESS REGULATIONS

ARTICLE VII. CREDIT ACCESS BUSINESSES

Sec. 15-120. – Short Title and Purpose.

(a) This article may be known and cited as “Credit Access Businesses Regulation.”

(b) The purpose of this article is to protect the welfare of the citizens of the City of Killeen by monitoring credit access businesses in an effort to reduce abusive and predatory lending practices. To this end, this article establishes a registration program for credit access businesses, imposes restrictions on extensions of consumer credit made by credit access businesses, and imposes recordkeeping requirements on credit access businesses.

Sec. 15-121.- Definitions.

As used in this chapter:

- (1) CERTIFICATE OF REGISTRATION means a certificate of registration issued by the Director under this article to the owner or operator of a credit access business.
- (2) CONSUMER means an individual who is solicited to purchase or who purchases the services of a credit access business.
- (3) CONSUMER'S LANGUAGE OF PREFERENCE is the language the consumer understands best.
- (4) CREDIT ACCESS BUSINESS has the meaning given that term in Section 393.601 of the Texas Finance Code.
- (5) DEFERRED PRESENTMENT TRANSACTION has the meaning given that term in Section 393.601 of the Texas Finance Code.
- (6) DIRECTOR means the Building Official or his designee.
- (7) EXTENSION OF CONSUMER CREDIT has the meaning given that term in Section 393.001 of the Texas Finance Code.
- (8) MOTOR VEHICLE TITLE LOAN has the meaning given that term in Section 393.601 of the Texas Finance Code.
- (9) PERSON means any individual, corporation, organization, partnership, association, financial institution, or any other legal entity.
- (10) REGISTRANT means a person issued a certificate of registration for a credit access business under this chapter and includes all owners and operators of the credit access business identified in the registration application filed under this chapter.
- (11) STATE LICENSE means a license to operate a credit access business issued by the Texas Consumer Credit Commissioner under Chapter 393, Subchapter G of the Texas Finance Code.

15-122.- Violations; Penalty.

- (a) A person who violates a provision of this chapter, or who fails to perform an act required of the person by this chapter, commits an offense. A person commits a separate offense for each and every violation relating to an extension of consumer credit, and for each day during which a violation is committed, permitted, or continued.
- (b) An offense under this chapter is punishable by a fine of not more than \$500.

(c) A culpable mental state is not required for the commission of an offense under this article and need not be proved.

(d) The penalties provided for in Subsection (b) are in addition to any other remedies that the city may have under city ordinances and state law.

15-123.- Defenses.

It is a defense to prosecution under this article that at the time of the alleged offense the person was not required to be licensed by the state as a credit access business under Chapter 393, Subchapter G, of the Texas Finance Code.

15-124.- Registration Required.

A person commits an offense if the person acts, operates, or conducts businesses as a credit access business without a valid certificate of registration. A certificate of registration is required for each physically separate credit access business.

15-125.- Registration Application.

(a) To obtain a certificate of registration for a credit access business, a person must submit an application on a form provided for that purpose to the Director. The application must contain the following:

- (1) The name, street address, mailing address, facsimile number, and telephone number of the applicant.
- (2) The business or trade name, street address, mailing address, facsimile number, and telephone number of the credit access business.
- (3) The names, street addresses, mailing addresses, and telephone numbers of all owners of the credit access business, and the nature and extent of each person's interest in the credit access business.
- (4) A copy of a current, valid state license held by the credit access business pursuant to Chapter 393, Subchapter G of the Texas Finance Code.
- (5) A copy of a current, valid certificate of occupancy showing that the credit access business is in compliance with the City of Killeen Code of Ordinances.
- (6) A non-refundable application fee for the amount established.

(b) An applicant or registrant shall notify the Director within 45 days after any material change in the information contained in the application for a certificate of registration, including, but not

limited to, any change of address and any change in the status of the state license held by the applicant or registrant.

15-126.- Issuance and Display of Certificate of Registration; Presentment upon Request.

(a) The Director shall issue to the applicant a certificate of registration within 10 calendar days upon receiving a completed application under Section 15-125.

(b) A certificate of registration issued under this section must be conspicuously displayed to the public in the credit access business. The certificate of registration must be presented upon request to the Director or any peace officer for examination.

15-127.- Expiration and Renewal of Certificate of Registration.

(a) A certificate of registration expires on the earliest of:

(1) One year after the date of issuance; or

(2) The date of revocation, suspension, surrender, expiration without renewal, or other termination of the registrant's state license.

(b) A certificate of registration may be renewed by making application in accordance with Section 15-125. A registrant shall apply for renewal at least 30 days before the expiration of the registration.

15-128.- Non-transferability.

A certificate of registration for a credit access business is not transferable.

15-129.- Maintenance of Records.

(a) A credit access business shall maintain a complete set of records of all extensions of consumer credit arranged or obtained by the credit access business, which must include the following information:

(1) The name and address of the consumer.

(2) The principal amount of cash actually advanced.

(3) The length of the extension of consumer credit, including the number of installments and renewals.

(4) The fees charged by the credit access business to arrange or obtain an extension of consumer credit; and

(5) The documentation used to establish a consumer's income under Section 15-130 of this ordinance.

(b) A credit access business shall maintain a copy of each written agreement between the credit access business and a consumer evidencing an extension of a consumer credit (including, but not limited to, any refinancing or renewal granted to the consumer).

(c) A credit access business shall maintain copies of all quarterly reports filed with the Texas Consumer Credit Commissioner under Section 393.627 of the Texas Finance Code.

(d) The records required to be maintained by a credit access business under this section must be retained for at least three years. ~~and made available for inspection by the city upon request during the usual and customary business hours of the credit access business.~~ If requested by the City, the credit access business must submit a Quarterly Report to the Director providing records maintained under Section 15-129 of this Ordinance.

15-130.- Restriction on Extension of Consumer Credit.

(a) The cash advanced under an extension of consumer credit that a credit access business obtains for a consumer or assists a consumer in obtaining in the form of a deferred presentment transaction may not exceed 20 percent of the consumer's gross monthly income.

(b) The cash advanced under an extension of consumer credit that a credit access business obtains for a consumer or assists a consumer in obtaining in the form of a motor vehicle title loan may not exceed the lesser of:

(1) Three percent of the consumer's gross annual income; or

(2) 70 percent of the retail value of the motor vehicle.

(c) A credit access business shall use a paycheck or other documentation establishing income to determine a consumer's income.

(d) An extension of consumer credit that a credit access business obtains for a consumer or assists a consumer in obtaining and that provides for repayment in installments may not be payable in more than four installments. Proceeds from each installment must be used to repay at least 25 percent of the principal amount of the extension of consumer credit. An extension of consumer credit that provides for repayment in installments may not be refinanced or renewed.

(e) An extension of consumer credit that a credit access business obtains for a consumer or assists a consumer in obtaining and that provides for a single lump sum repayment may not be refinanced or renewed more than three times. Proceeds from each refinancing or renewal must be used to repay at least 25 percent of the principal amount of the original extension of consumer credit.

(f) For purposes of this section, an extension of consumer credit that is made to a consumer within seven days after a previous extension of consumer credit has been paid by the consumer will constitute a refinancing or renewal.

15-131.- Requirement of Consumer Understanding of Agreement.

(a) Every agreement between the credit access business and a consumer evidencing an extension of consumer credit (including, but not limited to, any refinancing or renewal granted to the consumer), must be written in the consumer’s language of preference. Every credit access business location must maintain on its premises, to be available for use by consumers, agreements in the English and Spanish languages.

(b) For every consumer who cannot read, every agreement between the credit access business and a consumer evidencing an extension of consumer credit (including, but not limited to, any refinancing or renewal granted to the consumer) must be read to the consumer in its entirety in the consumer’s language of preference, prior to the consumer’s signature.

(c) For every consumer who cannot read, every disclosure and notice required by law must be read to the consumers in its entirety in the consumer’s language of preference, prior to the consumer’s signature.

15-132.- Referral to Consumer Credit Counseling.

A credit access business shall provide a form, to be prescribed by the Director, to each consumer seeking assistance in obtaining an extension of consumer credit which references non-profit agencies that provide financial education and training programs and agencies with cash assistance programs. The form will also contain information regarding extensions of consumer credit, and must include the information required by 15-129(a)(1)-(5) of this ordinance specific to the loan agreement with the consumer. If the Director has prescribed a form in the consumer’s language of preference, the form must be provided in the consumer’s language of preference.

15-133. – Notice of Military Lending Act

(a) A credit access business shall post a written communication of the Military Lending Act.

(b) A written communication means:

(1) a sign posted on the property on which is written language identical to the following:

“ATTENTION ALL ACTIVE DUTY MILITARY PERSONNEL AND THEIR DEPENDENTS

IN ACCORDANCE WITH 10 U.S. CODE § 987 AND THE MILITARY LENDING ACT, A CREDITOR MAY NOT IMPOSE AN ANNUAL PERCENTAGE RATE OF INTEREST GREATER THAN 36 PERCENT WITH RESPECT TO THE CONSUMER CREDIT EXTENDED TO A COVERED MILITARY MEMBER.

FEDERAL LAW PROVIDES IMPORTANT PROTECTIONS TO REGULAR OR RESERVE MEMBERS OF THE ARMY, NAVY, MARINE CORPS, AIR FORCE, OR COAST GUARD, SERVING ON ACTIVE DUTY UNDER A CALL OR ORDER THAT DOES NOT SPECIFY A PERIOD OF 30 DAYS OR FEWER, AND THEIR DEPENDENTS. MEMBERS OF THE ARMED FORCES AND THEIR DEPENDENTS MAY BE ABLE TO OBTAIN FINANCIAL ASSISTANCE FROM ARMY EMERGENCY RELIEF, NAVY AND MARINE CORPS RELIEF SOCIETY, THE AIR FORCE AID SOCIETY, OR COAST GUARD MUTUAL AID. MEMBERS OF THE ARMED FORCES AND THEIR DEPENDENTS MAY REQUEST FREE LEGAL ADVICE REGARDING AN APPLICATION FOR CREDIT FROM A SERVICE LEGAL ASSISTANCE OFFICE OR FINANCIAL COUNSELING FROM A CONSUMER CREDIT COUNSELOR.”

A CREDITOR OR ASSIGNEE WHO KNOWINGLY VIOLATES [10 U.S.C. 987](#) AS IMPLEMENTED BY THIS PART SHALL BE FINED AS PROVIDED IN TITLE 18, UNITED STATES CODE, OR IMPRISONED FOR NOT MORE THAN ONE YEAR, OR BOTH.

COMPLAINTS MAY BE FILED WITH THE CONSUMER AFFAIRS DEPARTMENT ON FT HOOD AT 254-287-2489.”

(2) appears in contrasting colors;

(3) the title “Attention All Active Duty Military Personnel and their Dependents” must be in bolded print with block letters at least one inch height. All other letters must be in block letters at least one half inch height; and

(4) is displayed in a conspicuous manner clearly visible to the public.

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 ninety calendar days 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 9th day of February, 2016, 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

Scott Cospers, MAYOR

ATTEST:

APPROVED AS TO FORM:

Dianna Barker, CITY SECRETARY

Kathryn H. Davis, CITY ATTORNEY