



City of Killeen

Agenda

City Council Workshop

Tuesday, February 2, 2016

5:00 PM

Utility Collections
Large Conference Room
210 West Avenue C
Killeen, Texas 76541

Items for Discussion at Workshop

- [DS-16-011](#) Discuss Agenda Items and Land Use Cases
- [DS-16-012](#) Discuss Forming an Ad Hoc Committee to Review Development Standards and Allowable Land Uses Within the Cemetery and University Overlay District
- [DS-16-013](#) Discuss Regional Material Recycling Feasibility Study
Attachments: [Presentation](#)
- [DS-16-014](#) Discuss Public Involvement Process for UtiliWorks Consulting, LLC, Regarding the Results of the Water System Advanced Metering Infrastructure (AMI) Feasibility Study
Attachments: [Draft Feasibility Study](#)
[Presentation](#)
- [DS-16-015](#) Receive a Briefing and Discuss Submitting an Application to the Killeen-Temple Metropolitan Planning Organization (KTMPO) in Response to KTMPO's January 25, 2016 Call for Projects to Receive Transportation Alternatives Program (TAP) Funding (Category 9)
- [DS-16-016](#) Discuss Pay Day Loan Ordinance
Attachments: [Draft Ordinance](#)
- [DS-16-017](#) Receive FY 17 Budget Update: The City Manager will give City Council an update on the FY 17 Budget process to date and proposed timeline.

Items for Regular City Council Meeting of February 9, 2016

Minutes

- [MN-16-003](#) Consider minutes of Regular City Council Meeting 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](#)

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](#)

Adjournment

I certify that the above notice of meeting was posted on the Internet and on the bulletin boards at Killeen City Hall and at the Killeen Police Department on or before 5:00 p.m. on January 29, 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.

- Black History Month Reception, February 5, 2016, 5:30 p.m., Greater Peace Baptist Church*
- 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*

Dedicated Service -- Every Day, for Everyone!



City of Killeen

Legislation Details

File #: DS-16-011 **Version:** 1 **Name:** Discuss Agenda Items and Land Use Cases
Type: Discussion Items **Status:** Discussion Items
File created: 1/26/2016 **In control:** City Council Workshop
On agenda: 2/2/2016 **Final action:**
Title: Discuss Agenda Items and Land Use Cases
Sponsors: City Manager Department
Indexes:
Code sections:
Attachments:

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



City of Killeen

Legislation Details

File #: DS-16-012 **Version:** 1 **Name:** Cemetery Overlay District
Type: Discussion Items **Status:** Discussion Items
File created: 1/7/2016 **In control:** City Council Workshop
On agenda: 2/2/2016 **Final action:**
Title: Discuss Forming an Ad Hoc Committee to Review Development Standards and Allowable Land Uses Within the Cemetery and University Overlay District
Sponsors:
Indexes:
Code sections:
Attachments:

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



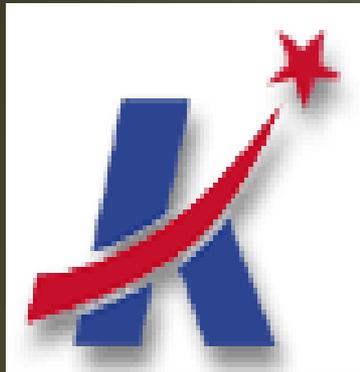
City of Killeen

Legislation Details

File #: DS-16-013 **Version:** 1 **Name:** Regional Material Recycling Feasibility Study
Type: Discussion Items **Status:** Discussion Items
File created: 12/2/2015 **In control:** City Council Workshop
On agenda: 2/2/2016 **Final action:**
Title: Discuss Regional Material Recycling Feasibility Study
Sponsors:
Indexes:
Code sections:
Attachments: [Presentation](#)

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

February 2016 Briefing Regional Feasibility Study to Develop a Material Recovery Facility at Killeen Transfer Station



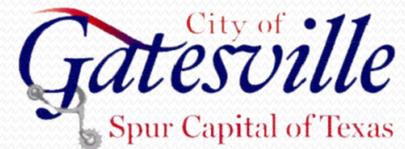
Presented by:
Jeff Arrington, P.E.
SCS Engineers
February 2, 2016



Background

Fort Hood Recycling Study - 2011

- Cen-Tex Partnership
- Regional recycling feasibility study
 - Evaluate existing recycling center
 - Exporting recyclables outside region
 - New recycling center
- Pay-As-You-Throw and Single-Stream Recycling



Master Plan Recommendation for MRF - 2015

- Analyzed Regional MRF in the Solid Waste Plan
- Consider adding Curbside Recycling to Replace Current Program
- Perform Feasibility Level Study for Joint MRF with Fort Hood
- New MRF would be Sized to Accommodate Modest Growth and Serve Cen-Tex Cities

Project Overview

- *Participants*
- *Quantity Estimates*
- *Facility Planning*
- *Financial Analysis*
- *Conclusion & Recommendations*

Current Recycling Programs

Recycling Programs					
Program Component	Fort Hood	Killeen	Copperas Cove	Harker Heights	Gatesville
Sector	Residential and Some Commercial	Residential and Some Commercial	Residential and Some Commercial	Residential	
Collection	Residential via private contract. Commercial via Fort Hood Crew	Manual Source-sorted Curbside	Single Stream Pilot	Manned Recycling Center	
Collection Frequency	Daily/Weekly	Once Weekly	Twice Weekly	N/A	
Residential Curbside Container	Carts	City-provided bins		None	None
Participation	Mandatory. Rate is not available	Subscription Service	Service provided to all households. Pilot Single Stream Program Implementation Phase	Varies	Unknown
Equipment	Collection vehicles, modular trailer, OCC baler, paper baler, conveyors, dumpsters, carts, bins	Collection vehicles, modular trailer, OCC baler, dumpsters, carts, bins	Collection vehicles, modular trailer, OCC baler, dumpsters, carts, bins	None	None

Estimated City Quantities

Recyclable Materials	% of Total	Annual Tonnage		
		Killeen	Copperas Cove	Harker Heights
OCC	20%	1248	481.6	409.6
Mixed Paper	45%	2808	1083.6	921.6
Plastic	5%	312	120.4	102.4
Wood	5%	312	120.4	102.4
Ferrous and Nonferrous Metal/Cans	5%	312	120.4	102.4
Glass and Residual	20%	1248	481.6	409.6
Total	100%	6240	2408	2048

Fort Hood provided annual totals for most recent year: 5800 Tons

Facility Planning

- **Single Stream Material Recovery Facility (MRF)**
- **44,800 SF Building**
- **Automated Sorting System**
- **Offices**
- **Located adjacent to Transfer Station**

Horry County MRF



Horry County MRF, cont.



Horry County MRF, cont.



Horry County MRF, cont.



Horry County MRF, cont.



Capital Costs

MRF Capital Costs	FY2016
Site Preparation	\$51,150
Earthwork	\$51,150
Utilities	\$184,140
Pavement	\$184,140
MRF Building	\$3,508,890
Offices	\$552,420
MRF Equipment	\$4,450,050
Mobile Equipment	\$818,400
Engineering/Testing	\$491,040
Contingency (15%)	\$1,543,707
TOTAL	\$11,835,087

Cities Revenue

Cities Revenue	Revenue/ton (FY2015 \$) ²	% of Throughput	Year				
			FY2016	FY2017	FY2018	FY2019	FY2020
Material Throughput (tons) ¹	-	100%	10,835	10,976	11,119	11,263	11,410
Waste Streams ²							
OCC	\$95.00	20%	\$210,606.06	\$218,250.84	\$226,173.13	\$234,382.99	\$242,890.86
Mixed Paper	\$60.00	45%	\$299,282.29	\$310,145.94	\$321,403.92	\$333,070.57	\$345,160.69
Plastic	\$50.00	5%	\$27,711.32	\$28,717.22	\$29,759.62	\$30,839.87	\$31,959.32
Wood	\$2.00	5%	\$1,108.45	\$1,148.69	\$1,190.38	\$1,233.59	\$1,278.37
Ferrous and Nonferrous Metal/Cans	\$300.00	5%	\$166,267.94	\$172,303.30	\$178,557.74	\$185,039.20	\$191,755.94
Residual	(\$38.00)	20%	(\$84,242.42)	(\$87,300.34)	(\$90,469.25)	(\$93,753.20)	(\$97,156.34)
TOTAL	-	-	\$631,569	\$654,242	\$677,734	\$702,076	\$727,299

1 - Material Throughput for Killeen was based on FY2015 throughput 6,240 tpy. The other cities were based on CY2013 population estimates, a 5 lb/year waste generation rate, a 52% residential disposal, and 12% recycling rate. An average growth rate of 1.3% was used to determine FY2016 acceptance

2 - Pricing based on average recent market pricing for Houston Southcentral USA

	Waste	Waste			
		Population	lb/year/person	% Residential	% Recycled
Killeen	6,240 tpy				
Copperas Cove	2,408 tpy	42,293	1825	52%	12%
Harker Heights	2,048 tpy	35,969	1825	52%	12%

Fort Hood Revenue

Ft. Hood Revenue	Revenue/ton (FY2015 \$) ²	% of Throughput	Year				
			FY2016	FY2017	FY2018	FY2019	FY2020
Material Throughput (tons) ¹	-	100%	5,875	5,952	6,029	6,108	6,187
Waste Streams							
OCC	\$95.00	44%	\$251,240.33	\$260,360.10	\$269,810.91	\$279,604.78	\$289,754.15
Mixed Paper	\$60.00	34%	\$122,614.90	\$127,065.70	\$131,678.05	\$136,457.84	\$141,411.12
Plastic	\$50.00	5%	\$15,026.34	\$15,571.78	\$16,137.02	\$16,722.77	\$17,329.79
Wood	\$2.00	5%	\$601.05	\$622.87	\$645.48	\$668.91	\$693.19
Ferrous and Nonferrous Metal/Car	\$300.00	3%	\$54,094.81	\$56,058.40	\$58,093.26	\$60,201.99	\$62,387.26
Residual	(\$38.00)	8%	(\$18,272.02)	(\$18,935.28)	(\$19,622.61)	(\$20,334.89)	(\$21,073.03)
TOTAL	-	-	\$431,181	\$446,695	\$462,771	\$479,429	\$496,689

1 - Material Throughput based on FY2015 throughput of 5,800 tpy and an average growth rate of 1.3%

2 - Pricing based on average recent market pricing for Houston Southcentral USA

Ft Hood	5,800 tpy	Waste			
Killeen	6,240 tpy	Population	lb/year/perso	% Residential	% Recycled
Copperas Cove	2,408 tpy	42,293	1825	52%	12%
Harker Heights	2,048 tpy	35,969	1825	52%	12%
Gatesville	1,159 tpy	20,360	1825	52%	12%

O & M Summary

MRF O&M ¹	Year				
	FY2016	FY2017	FY2018	FY2019	FY2020
Personnel ²	\$941,160	\$962,807	\$984,951	\$1,007,605	\$1,030,780
Equipment Maintenance ³	\$267,003	\$273,144	\$279,426	\$285,853	\$292,428
Equipment power ⁴	\$57,145	\$58,460	\$59,804	\$61,180	\$62,587
Utilites (Building electric, water, etc.)	\$20,460	\$20,931	\$21,412	\$21,904	\$22,408
Supplies and Fuel	\$40,920	\$41,861	\$42,824	\$43,809	\$44,817
Building Maintenance	\$10,230	\$10,465	\$10,706	\$10,952	\$11,204
TOTAL	\$1,336,918	\$1,367,667	\$1,399,124	\$1,431,304	\$1,464,224

1 - Increase from FY2015 by 2.3% Inflation

2 - 23 Personnel @ \$40K/year in FY2015

3 - 6% of Equipment Capital Costs in FY2015

4 - Electricity Based on 230 HP (173KW motors), 60% power usage, \$0.12/KWh (2015), 3,012 hrs/yr + Baler
Based on 200 HP (150KW motors), 80% power usage, \$0.15/KWh (2015), 2,080 hrs/yr

Summary of Revenue and Cost Estimates

MRF Summary	Year				
	FY2016	FY2017	FY2018	FY2019	FY2020
O&M	(\$1,336,918)	(\$1,367,667)	(\$1,399,124)	(\$1,431,304)	(\$1,464,224)
Debt Service	(\$832,729)	(\$832,729)	(\$832,729)	(\$832,729)	(\$832,729)
Revenue	\$1,062,750	\$1,100,937	\$1,140,506	\$1,181,505	\$1,223,988
TOTAL	(\$1,106,898)	(\$1,099,460)	(\$1,091,348)	(\$1,082,528)	(\$1,072,965)

Curbside Collection Costs

Curbside Collection Costs	Year
	FY2016
Equipment O&M	\$252,000
Labor	\$220,646
Truck Amortization	\$333,667
Cart Amortization - Single Cart Program	\$265,650
Cart Amortization - Multi Cart Program	\$414,920
Public Education	\$50,000
City Administrative Overhead - Single	\$428,785
City Administrative Overhead - Multi	\$549,555
Total Expenses - Single Cart Program	\$1,550,748
Total Expenses - Multi Cart Program	\$1,820,788
Avoidance Costs ¹	(\$237,120)
Total Expenses - Single Cart Program	\$1,313,628
Total Expenses - Multi Cart Program	\$1,583,668

1 - Based on a \$38/ton disposal fee, City of Killeen's Throughput, 1.3% growth, and 2.3% inflation.

Institutional Arrangements

- Inter-local agreement
- Revenue/Cost sharing between participants
- Waste Authorities
- Tipping Fees



Financing and Funding

- COG
- Bonds
- Other



Conclusions

1. Estimated capital cost to develop MRF – \$11.8 mil
2. Estimated annual operating costs exceed revenues expected from sale of materials
3. Potential to increase revenues in future

Recommendations

- Determine if the City and Fort Hood are committed to implementation of a regional MRF
 - Develop agreements between Fort Hood and City
 - Implement curbside recycling in the City
- Consider expanding commercial recycling as an alternative to curbside recycling and MRF

Thank You!

Questions?



Jeff Arrington, P.E.

**SCS Engineers, Bedford, Texas
(817) 571-2288**



City of Killeen

Legislation Details

File #: DS-16-014 **Version:** 1 **Name:** Discuss Utiliworks
Type: Discussion Items **Status:** Discussion Items
File created: 1/7/2016 **In control:** City Council Workshop
On agenda: 2/2/2016 **Final action:**
Title: Discuss Public Involvement Process for UtiliWorks Consulting, LLC, Regarding the Results of the Water System Advanced Metering Infrastructure (AMI) Feasibility Study
Sponsors: City Manager Department, Public Works Department
Indexes:
Code sections:
Attachments: [Draft Feasibility Study Presentation](#)

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

SCS ENGINEERS



Material Recovery Facility

Feasibility Study

DRAFT



Presented to:

City of Killeen, Texas
Solid Waste Division
203 Little Nolan Road
Killeen, TX 76541
(254) 501-7785

Presented by:

SCS ENGINEERS
1901 Central Drive, Suite 550
Bedford, Texas 75043
(817) 571-2288

January 2016
File No. 16214052.00

Offices Nationwide
www.scsengineers.com

**Material Recovery Facility
Feasibility Study**

DRAFT

Presented To:

City of Killeen
Solid Waste Division
2003 Little Nolan Road
Killeen, TX 76541
(254) 501-7785

Presented By:

SCS ENGINEERS
1901 Central Drive, Suite 550
Bedford, Texas 75043
(817) 571-2288

January 2016
File No. 16214052.00

Table of Contents

Section	Page
1 EXECUTIVE SUMMARY	1-1
1.1 Overview	1-1
1.2 Quantities and Service Area	1-1
1.3 Facility Planning	1-2
1.4 Conclusions and Recommendations	1-2
2 INTRODUCTION.....	2-1
2.1 Purpose and Scope	2-1
2.2 Background	2-1
2.3 Participants	2-1
2.4 Coordination	2-1
2.5 Regional Recycling Activities.....	2-2
3 RECYCLABLE QUANTITIES AND SERVICE AREA.....	3-3
3.1 Primary Participants and Quantities	3-3
3.2 Additional Participants and Quantities.....	3-3
4 FACILITY PLANNING	4-5
4.1 Location Description of Facility.....	4-5
4.1.1 Facilities	4-5
4.1.2 Location.....	4-6
5 FINANCIAL ANALYSIS.....	5-1
5.1 Pro Forma Modeling	5-1
5.1.1 Capital Costs.....	5-1
5.1.2 MRF Operations and Maintenance Costs	5-2
5.1.3 Revenue.....	5-2
5.1.4 Cost Summary	5-3
5.1.5 Curbside Collection Cost Summary	5-3
5.2 Funding	5-4
6 INSTITUTIONAL ARRANGEMENTS.....	6-1
7 RECOMMENDATIONS AND IMPLEMENTATION SCHEDULE.....	7-1
7.1 Implementation Schedule.....	7-2
8 REFERENCES.....	8-1

List of Exhibits

No

Exhibit 1.	Current Recycle Programs	2-2
Exhibit 2.	Estimated Recyclable Quantities for Cities	3-3
Exhibit 3.	Estimated Average Single-Family Waste Composition (SCS Study from 13 Municipalities)	3-4
Exhibit 4.	Location Map	4-1
Exhibit 5.	Site Plan	4-1
Exhibit 6.	Equipment Layout	4-2
Exhibit 7.	Capital Costs	5-1
Exhibit 8.	O & M Summary	5-2
Exhibit 9.	Cities Revenue	5-2
Exhibit 10.	Fort Hood Revenue	5-3
Exhibit 11.	Summary of Revenue and Cost Estimates	5-3
Exhibit 12.	Curbside Collection Costs	5-4
Exhibit 13.	Plan Implementation Schedule	7-2

Appendices

Appendix A	Rate Model Pro Forma
Appendix B	Photos – Horry County S.C., CP Manufacturing, Inc.
Appendix C	Grant Funding Information
Appendix D	Commodity Pricing for Recyclables

Acronyms and Abbreviations

C&D	Construction and demolition debris
CPI	Consumer price index
CTCOG	Central Texas Council of Governments
DEAAG	Defense Economic Adjustment Assistance Grant Program
FTE	Full-time equipment
FY	Fiscal year
MRF	Materials recovery facility
MSW	Municipal solid waste
OCC	Old Corrugated Cardboard
SCS	SCS Engineers
sf	Square feet
TAC	Texas Administrative Code
TCEQ	Texas Commission on Environmental Quality
USEPA	United States Environmental Protection Agency
WCID	Bell County Water Control & Improvement District, No. 1

1 EXECUTIVE SUMMARY

1.1 OVERVIEW

The City of Killeen Solid Waste Master Plan and Rate Study (Plan) was completed in 2015 and included recommendations for the future management of solid waste in the City. One recommendation from this effort was to perform a more detailed analysis to further evaluate the feasibility of the development of a material recovery facility (MRF) that would be joint effort between the City of Killeen and Fort Hood. The MRF would establish a recyclables processing facility to serve the Centex Sustainable Partnership Cities as well as other entities in the region. This feasibility study provides a more detailed overview and analysis of the MRF that would be developed by the City and operated by Fort Hood. This study includes estimates of potential recyclable quantities, projections of revenue and an analysis of development and operating costs for the facility. This study includes consideration of notable changes in the marketplace for recovered products as compared to the 2015 study. Conclusions and Recommendations are included based on the analysis.

The study was performed for the City with the cooperation and input from Fort Hood and neighboring cities. Meetings were held in Killeen that were attended by potential users of the facility including Harker Heights, Copperas Cove and Fort Hood. These meetings were conducted to determine key information that could be used in the ensuing analysis. The Plan provides the City with a roadmap for the continued improvement and sustainability of the solid waste system that serves the citizens and businesses within the City of Killeen.

1.2 QUANTITIES AND SERVICE AREA

The potential service area for the MRF includes the Killeen / Fort Hood MSA that includes Temple and Belton. This area has an approximate population of 427,000 people and produces approximately 350,000 tons of MSW annually. The prospective MRF participants initially will include the following cities and entities:

- Killeen: The City is considering the termination of its subscription recycling service and replacing the program with a citywide curbside recycling program.
- Fort Hood: Fort Hood has an active curbside residential recycling program as well as commercial and industrial recycling. The Fort has been processing recyclables for distribution at the Fort Hood Recycling Center.
- Copperas Cove: Copperas Cove provides recycling services to their residents and is in the process of implementing a single stream curbside collection program. Collected materials are hauled to a private processing facility located near Austin.
- Harker Heights: The City has a drop-off facility that is utilized by citizens and is considering curbside recycling service.
- Gatesville: Provides citizens with a recycling drop-off center for recyclables.

Other cities and entities may utilize the facility in the future depending on contractual arrangements with solid waste service providers.

1.3 FACILITY PLANNING

The proposed MRF will be located on vacant land adjacent to the City of Killeen Transfer Station inside the limits of the permitted area of the closed landfill. The facility would be designed to process up to 10 tons per hour of recyclables with the ability to expand the processing to accommodate another 8-10 tons per hour in the future. The following are key considerations in the development of the initial phase of the MRF:

- 44,800 sf MRF building for receiving and processing materials
- The proposed MRF would initially process plastics, metals, OCC, and paper. In view of the current market dynamics and related cost considerations, glass would not be included in the initial recyclables stream.
- Offices for administrative and support facilities would be included.
- Existing scale facilities at the transfer station would be used for the recycling trucks.
- Utilities with the exception of sanitary sewer are present at the site.
- The site is located in an area of the landfill not previously used for waste placement.

1.4 CONCLUSIONS AND RECOMMENDATIONS

The following conclusions and recommendations are presented as a result of the MRF feasibility study.

CONCLUSIONS:

- The estimated cost to develop the proposed MRF at the City's transfer station is approximately \$11.8 million.
- The estimated annual operations and maintenance costs for the MRF will very likely exceed the projected revenue from sales of materials in the first five years of operation.
- The potential for increased revenue in the future is substantial given the available waste stream in the region and recent pricing of some materials.

RECOMMENDATIONS:

1. Determine based on the financial analysis and other factors, if the City and Fort Hood want to continue pursuing the construction and operation of a regional MRF
2. Apply for the Defense Economic Adjustment Assistance Grant Program (DEAAG) from the State in the spring if the intent is to move forward with development.

3. Update the financial analysis after the grant process and additional input from surrounding cities.
4. Further refine institutional arrangements for the operation of the facility. Consider developing a revenue/cost sharing agreement for the MRF with Fort Hood.
5. Review the implementation of curbside recycling to determine the cost impact to customers if implemented.
6. Consider implementing a limited commercial recycling program as an alternative to residential curbside recycling to enhance revenue with limited capital investment.

2 INTRODUCTION

2.1 PURPOSE AND SCOPE

The City of Killeen authorized SCS Engineers to perform a feasibility study for the development and operation of a MRF that would be constructed at the City's closed landfill and operated by Fort Hood personnel. This feasibility study (Study) provides a more detailed analysis of the financial viability of this project that will include the development of cost estimates to develop and operate the facility, projected revenues from the sale of recyclables and potential funding sources for the project. The Study also identifies and discusses potential institutional arrangements for ownership and administration of the facility. Conclusions and recommendations are presented for the development and operation of the MRF along with pro-forma analysis.

2.2 BACKGROUND

This Study is the result of the recommendations made in the Master Plan that was recently completed through the cooperative efforts of SCS Engineers and the City. The City had previously initiated discussions with Fort Hood and other cities during the planning process and committed to performing a more detailed study of the feasibility of the development and operation of a regional MRF that could serve the CenTex region. Fort Hood also performed a study in 2011 that investigated the feasibility of regional recycling efforts for the Fort and Cen-Tex Cities. That study was conceptual assessment of the potential to develop regional recycling programs.

2.3 PARTICIPANTS

The City of Killeen Solid Waste Division staff provided data and input into this Study along with review and comment throughout the development of the Study. SCS Engineers developed the recommendations as well as all the pro-forma economic analysis.

An initial meeting was held at the City that included participants from Fort Hood and surrounding communities of Harker Heights and Copperas Cove. The meeting included an initial planning-level discussion regarding the potential for a regional MRF for the City, Fort Hood, and area cities.

Additional meetings were held with City staff and Fort Hood to discuss technical issues, assumptions and grant funding.

2.4 COORDINATION

The Study involves close coordination with the City of Killeen and Fort Hood who would be the primary entities involved in development and operation of the MRF. Coordination with CenTex partnership cities was part of the process as well. SCS provided a briefing including solicitation of input from member cities regarding the MRF and potential grant funding. SCS is also in contact with the CENTEX COG and state regarding available funding opportunities. If the City decides to proceed with development of a MRF, it is recommended that the City inform the

regional planning authority regarding future plans that may impact future regional planning updates. The Centex Sustainable Communities Partnership will be included in future coordination activities as well.

2.5 REGIONAL RECYCLING ACTIVITIES

The City of Killeen currently has a subscription recycling service that provides curbside recycling to residents for a monthly fee. This program will be phased out soon due to the cost to maintain these services and process the materials.

Fort Hood Recycling Center receives recyclables from the residential housing units as well as recyclables from non-residential areas within the installation, and operates a recycling program on the post that includes a recycling facility

Copperas Cove is in the process of implementing single stream curbside recycling for their citizens. Materials are collected and transported to a processing facility located near Austin that is operated by a private company.

Other cities in the region are in the process of assessing the feasibility of providing curbside recycling service to the residents. The outcome of this Study will likely be a factor in the process of determining whether communities pursue a curbside recycling program. Exhibit 1 provides a brief summary of current recycling programs for Killeen, Fort Hood and adjacent cities.

Exhibit 1. Current Recycle Programs

Recycling Programs					
Program Component	Fort Hood	Killeen	Copperas Cove	Harker Heights	Gatesville
Sector	Residential and Some Commercial	Residential and Some Commercial	Residential and Some Commercial	Residential	
Collection	Residential via private contract. Commercial via Fort Hood Crew	Manual Source-sorted Curbside	Single Stream Pilot	Manned Recycling Center	
Collection Frequency	Daily/Weekly	Once Weekly	Twice Weekly	N/A	
Residential Curbside Container	None	City-provided bins		None	None
Participation	Mandatory. Rate is not available	Subscription Service	Service provided to all households. Pilot Single Stream Program Implementation Phase	Varies	Unknown
Equipment	Collection vehicles, modular trailer, OCC baler, paper baler, conveyors, dumpsters, carts, bins	Collection vehicles, modular trailer, OCC baler, dumpsters, carts, bins	Collection vehicles, modular trailer, OCC baler, dumpsters, carts, bins	None	None

3 RECYCLABLE QUANTITIES AND SERVICE AREA

3.1 PRIMARY PARTICIPANTS AND QUANTITIES

The primary participants for the development and operation of the MRF would be the City of Killeen and Fort Hood. Fort Hood plans to haul the curbside recyclables collected from residential units as well as some non-commercial recyclable materials to the new MRF. The Fort would maintain their existing recycling facility to process some metals and selected commercial materials. The City of Killeen would implement a single stream curbside collection program to collect recyclables for delivery and processing at the new MRF. Other cities that have expressed intent to bring their recyclables to the MRF include: Harker Heights, Gatesville and Copperas Cove. Copperas Cove is currently collecting recyclables in a single stream curbside collection program.

Estimated recyclable quantities are listed in Exhibit 2. Killeen estimates were derived from the waste quantity projections developed for the plan. Recyclable quantities for the other cities have been estimated based on waste generation rates for the region. The estimated composition of recyclables was derived from recent waste composition estimates for cities within the region. SCS assumed a 12% recycling rate for residential msw. These initial estimated quantities were used in the analysis presented in Section 5 of this Study.

Exhibit 2. Estimated Recyclable Quantities for Cities

Recyclable Materials	% of Total	Annual Tonnage		
		Killeen	Copperas Cove	Harker Heights
OCC	20%	1248	481.6	409.6
Mixed Paper	45%	2808	1083.6	921.6
Plastic	5%	312	120.4	102.4
Wood	5%	312	120.4	102.4
Ferrous and Nonferrous Metal/Cans	5%	312	120.4	102.4
Glass and Residual	20%	1248	481.6	409.6
Total	100%	6240	2408	2048

The City of Gatesville quantities are included with the Fort Hood estimated quantities which are presented on Exhibit 10.

3.2 ADDITIONAL PARTICIPANTS AND QUANTITIES

The estimated recyclable quantities are based on the participants that have indicated their intent to utilize the regional MRF if it is developed. Other potential participants include the cities of Belton, Temple, Nolanville and unincorporated areas of the region. At this time, we are not including additional entities in the material quantity estimates to avoid overstating the initial material quantities that would be available for the new MRF. Future growth will be considered in the sizing of the facility in order to accommodate additional cities.

Waste composition estimates for the study were taken from the Killeen Master Plan and Fort Hood Recycling Study as well as current quantities received by Fort Hood. Total quantities for the cities were derived by estimating waste generation rates and assuming a 12% recycling rate.

Materials that will be processed include: paper, plastics, OCC, ferrous and non-ferrous metals and residue. Some wood materials may be received and separated for use at the composting facility. It was decided in discussions with the City and Fort Hood that glass would not be recycled due to its low value and difficulty in processing. Exhibit 3 presents estimated waste composition for Killeen from the Master Plan.

**Exhibit 3. Estimated Average Single-Family Waste Composition
(SCS Study from 13 Municipalities)**

Material Components		Average Residential Composition	Average Residential Tonnage (Killeen, 2012)
Recyclable Curbside	Corrugated Cardboard	2.5%	2,348
	Newspaper/Print	2.5%	2,380
	Office/Mixed Paper	10.8%	10,265
	PET Bottles	1.8%	1,670
	HDPE Bottles	1.0%	976
	Other Plastic Containers	1.8%	1,710
	Ferrous Metal	2.3%	2,221
	Aluminum	1.1%	999
	Other Non-Ferrous Metal	0.5%	513
	Glass Bottles/Jar	3.3%	3,173
	Subtotal Recyclable Curbside	27.6%	26,256
Other Recyclable	Gable Top Cartons/Aseptic	0.7%	699
	Scrap Metal	1.5%	1,433
	Plastic Shopping Bags	1.0%	984
	Textiles/Carpet	5.1%	4,841
	Electronics	1.2%	1,171
	C&D	3.9%	3,745
	HHW	0.2%	201
	Subtotal Other Recyclable	13.8%	13,074
Compostable	Food	15.8%	15,049
	Yard Waste	5.4%	5,092
	Other Paper	10.6%	10,032
	Subtotal Compostable	31.8%	30,173
Total Potentially Recyclable		73.2%	69,503
Total Non-Divertible		26.8%	25,497
TOTAL		100.0%	95,000

4 FACILITY PLANNING

4.1 LOCATION DESCRIPTION OF FACILITY

4.1.1 Facilities

The proposed MRF will consist of a main processing building that will receive and process the recyclables and separate administrative offices with employee sanitary facilities. The proposed improvements are summarized below:

- 44,800 sf metal building for receiving and processing recyclable materials
- Recycling sorting system with baler
- 6400 sf administrative offices located adjacent to the MRF Building
- Concrete paved entrance road and truck parking and maneuvering areas
- Utilities to support the equipment and building needs
- Mobil equipment and trucks

The proposed MRF building is sized to accommodate the processing equipment and tipping floor area. The building is sized to accommodate future growth as quantities increase. Exhibit 5 is a site plan that provides a layout for the facility. The processing building will have a minimum clear height of 30 feet. The proposed structure is a pre-engineered type with metal arch framed supports with metal wall and roof panels to provide interior clear span for full use of floor space. No interior heat or air conditioning is proposed. The MRF building will have large roll-up doors for collection vehicles to enter and unload. A separate loading dock area would provide loading for baled materials.

The recycling sorting system layout is shown in Exhibit 6. This proposed configuration was prepared by CP Manufacturing (CP) in response to an RFI document prepared by SCS Engineers. The layout provides an overview of the sorting system operation. The sorting system proposed will handle the initial quantities of materials planned for the MRF and anticipated future quantities. The 10 tons per hour (tph) capacity can be expanded later to accommodate growth. At this time, an optical sorter for plastics is not included due to the cost of this additional equipment. Photographs of a similar sized system recently installed by CP are included in the appendix.

The levels of personnel estimated for the MRF are:

- 12-14 Sorters
- 5 Operators
- 5 Administrative Personnel

These estimates are derived from input from the equipment manufactures and Fort Hood as well experience with similar facilities.

The proposed administrative offices are shown in Exhibit 5. The office space will include a shower and restrooms, offices and meeting room. The square footage is an estimate based on the

number of administrative staff and employees. The actual floor plan and final size of the office area will be determined during the detailed design phase.

The concrete entrance and exit drive along with paved loading and approaches are shown on Exhibit 5. Collection trucks would use the existing transfer station scales located near the proposed entrance. The entrance location off of the existing main access road may need some adjustment to avoid traffic conflicts with the transfer station traffic.

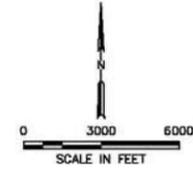
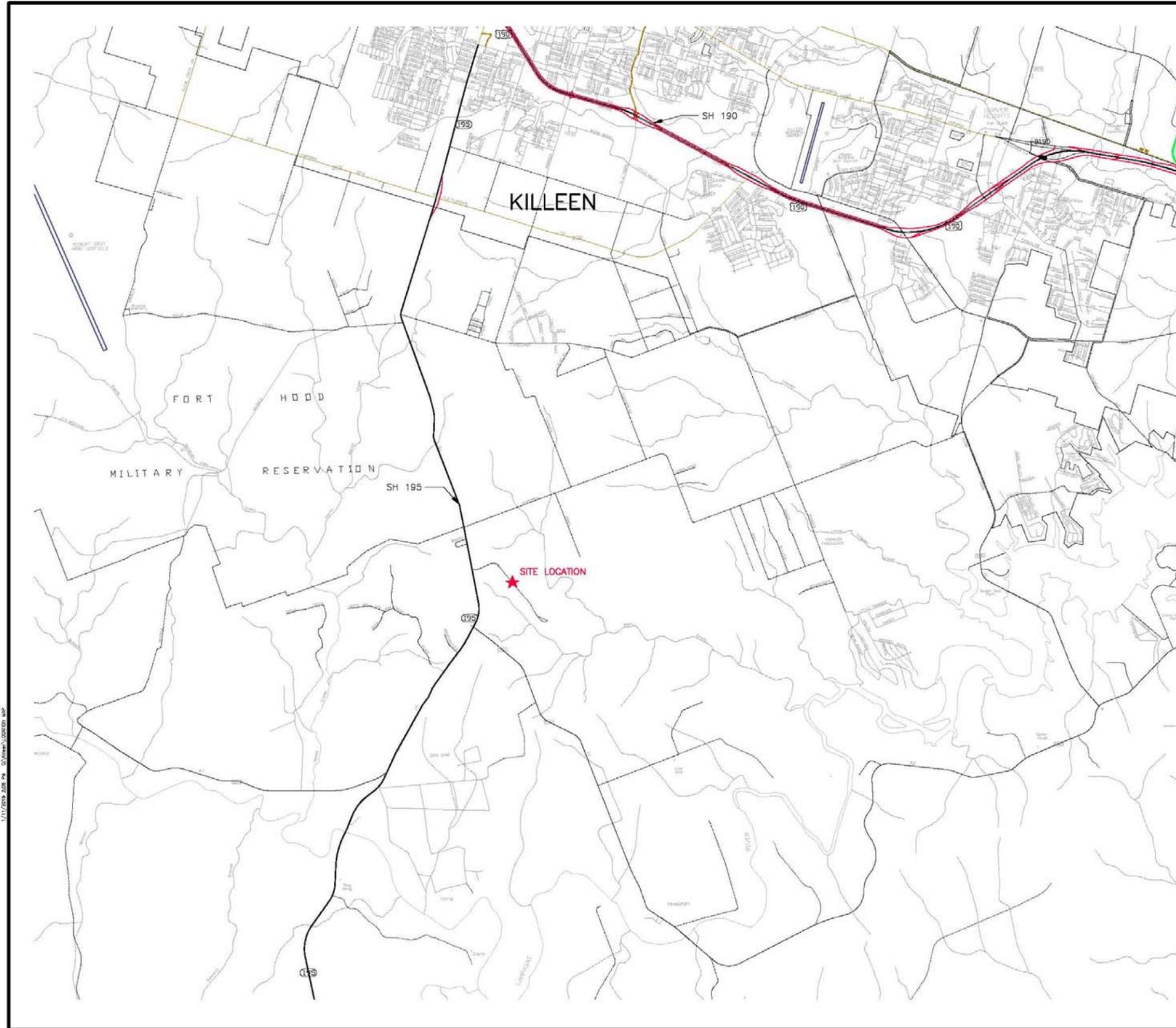
Utilities included for this cost estimate include water, septic and electrical service. Drainage is assumed to be handled with surface flow and erosion protection.

Mobil equipment includes a front end loader, fork lift, trash roll-off and trucks. These are depicted in the Exhibit 6.

4.1.2 Location

The proposed location of the MRF is the City's closed landfill adjacent to the existing transfer station. The location was selected based on discussions with the City and Fort Hood as well as appropriate engineering selection criteria for solid waste facilities based on SCS' past experience. Highways 190 and 195 provide appropriate roadway access for potential users and close proximity to the transfer station, thereby limiting the cost of residual disposal. The site within the landfill preliminarily selected for development is located west of the main landfill entrance road near the scale house. The site is entirely outside the limits of waste for the closed landfill. Site preparation will not require imported fill or substantial excavations to achieve final grades. Utilities are nearby due to the transfer station construction that was performed in 2006 and 2007. In view of such desirable characteristics, the site appears to be favorable for development and operation. The final site selection will be confirmed prior to performing the final design on the facility.

Exhibit 4. Location Map

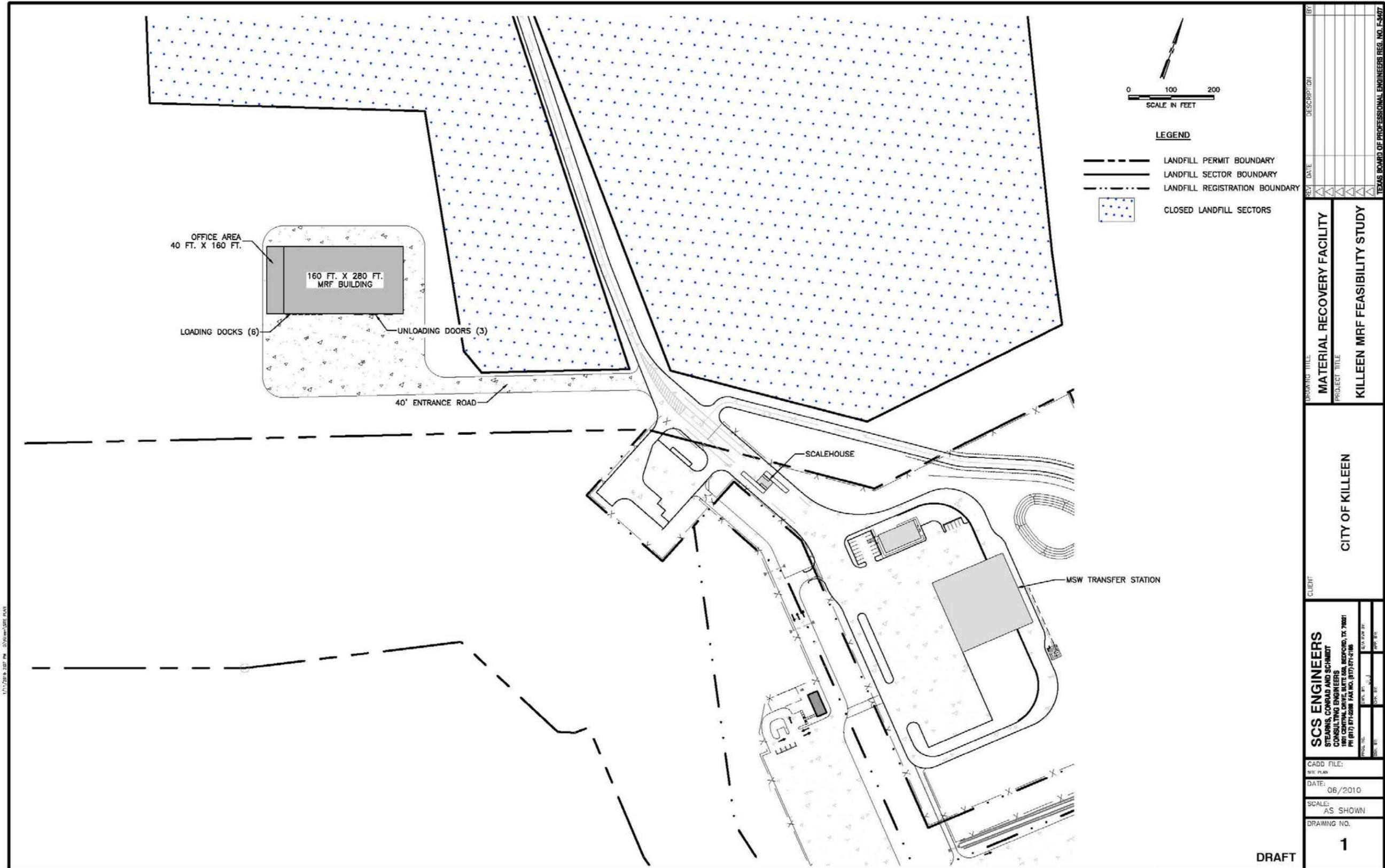


3/11/2010 2:08 PM C:\Users\jgordon\Map

<p>SCS ENGINEERS STEARNS, CONRAD AND SCHMIDT CONSULTING ENGINEERS 1000 W. UNIVERSITY BLVD., SUITE 200 FT. WORTH, TEXAS 76102 PH: (817) 871-4333 FAX: (817) 871-4128</p>	CLIENT	CITY OF KILLEEN	DRAWING TITLE	LOCATION MAP	PROJECT TITLE	KILLEEN MRF FEASIBILITY STUDY
	<p>CADD FILE: Location map</p> <p>DATE: 06/2010</p> <p>SCALE: AS SHOWN</p> <p>DRAWING NO. 1</p>	<p>DATE</p> <p>DESCRIPTION</p>	<p>TEXAS BOARD OF PROFESSIONAL ENGINEERS REG. NO. F-5407</p>			

DRAFT

Exhibit 5. Site Plan



REV	DATE	DESCRIPTION

DRAWING TITLE	MATERIAL RECOVERY FACILITY
PROJECT TITLE	KILLEEN MRF FEASIBILITY STUDY

CLIENT	CITY OF KILLEEN
--------	-----------------

SCS ENGINEERS STEPHEN CONRAD AND SCHMITT CONSULTING ENGINEERS 1801 CENTRAL DRIVE, SUITE 200, BEDFORD, TX 76021 PH: (817) 571-2208 FAX: (817) 571-2185	DATE: 06/2010 SCALE: AS SHOWN DRAWING NO. 1
--	---

CADD FILE:	SITE PLAN
DATE:	06/2010
SCALE:	AS SHOWN
DRAWING NO.	1

DRAFT

5 FINANCIAL ANALYSIS

5.1 PRO FORMA MODELING

Estimated costs to build and operate the proposed MRF were developed using equipment manufacturer input and SCS experience with solid waste processing facilities. Results are presented in Exhibits 8-12. The analysis is presented for a five-year period beginning in 2016. Assumptions and complete pro forma are included in the Appendix A.

Based on SCS' review of the various preliminary design, the capital cost to construct the MRF is estimated to be \$11,835,000. This assumes no cost for the land. Annual O & M costs are estimated to be \$1,324,000. Potential revenues are estimated to be in the range of \$1,130,000, initially. Revenues may be highly variable depending on the commodity markets and quality and composition of the material. SCS' analysis illustrates that the facility would likely operate with a negative cash flow based on the assumptions. Future growth and commodity prices may improve this outlook. Debt service estimates were calculated under two scenarios: assuming no grant funding and assuming a maximum funding of \$5,000,000.

5.1.1 Capital Costs

Capital Costs are estimated from similar sized facilities in 2016 dollars. MRF equipment cost includes basic sorting system with baler, but does not include optical sorter or glass handling equipment. Site work is based on the Exhibit 5 Site Plan. Utilities include water, sanitary sewer/septic and electrical service. Building costs assume facilities described in Section 4. Mobil equipment includes front end loader, fork lift and roll-off containers and truck.

Exhibit 6. Capital Costs

MRF Capital Costs	Year				
	FY2016	FY2017	FY2018	FY2019	FY2020
Site Preparation	\$51,150	\$0	\$0	\$0	\$0
Earthwork	\$51,150	\$0	\$0	\$0	\$0
Utilities	\$184,140	\$0	\$0	\$0	\$0
Pavement	\$184,140	\$0	\$0	\$0	\$0
MRF Building	\$3,508,890	\$0	\$0	\$0	\$0
Offices	\$552,420	\$0	\$0	\$0	\$0
MRF Equipment	\$4,450,050	\$0	\$0	\$0	\$0
Mobile Equipment	\$818,400	\$0	\$0	\$0	\$0
Engineering/Testing	\$491,040	\$0	\$0	\$0	\$0
Contingency (15%)	\$1,543,707	\$0	\$0	\$0	\$0
TOTAL	\$11,835,087	\$0	\$0	\$0	\$0

5.1.2 MRF Operations and Maintenance Costs

The MRF personnel estimates assume 13 sorters, 5 operators, and 5 administrative personnel. Maintenance costs were estimated with input from equipment manufacturers and SCS experience.

Exhibit 7. O & M Summary

MRF O&M ¹	Year				
	FY2016	FY2017	FY2018	FY2019	FY2020
Personnel ²	\$941,160	\$962,807	\$984,951	\$1,007,605	\$1,030,780
Equipment Maintenance ³	\$267,003	\$273,144	\$279,426	\$285,853	\$292,428
Equipment power ⁴	\$57,145	\$58,460	\$59,804	\$61,180	\$62,587
Utilities (Building electric, water, etc.)	\$20,460	\$20,931	\$21,412	\$21,904	\$22,408
Supplies and Fuel	\$40,920	\$41,861	\$42,824	\$43,809	\$44,817
Building Maintenance	\$10,230	\$10,465	\$10,706	\$10,952	\$11,204
TOTAL	\$1,336,918	\$1,367,667	\$1,399,124	\$1,431,304	\$1,464,224

- 1 - Increase from FY2015 by 2.3% Inflation
- 2 - 23 Personnel @ \$40K/year in FY2015
- 3 - 6% of Equipment Capital Costs in FY2015
- 4 - Electricity Based on 230 HP (173KW motors), 60% power usage, \$0.12/KWh (2015), 3,012 hrs/yr + Baler Based on 200 HP (150KW motors), 80% power usage, \$0.15/KWh (2015), 2,080 hrs/yr

5.1.3 Revenue

Exhibits 9 and 10 provide revenue estimates from the sale of recyclable materials. Unit prices for the materials are based on regional estimates from December 2015. Cost data is included in Appendix C.

Exhibit 8. Cities Revenue

Cities Revenue	Revenue/ton (FY2015 \$) ²	% of Throughput	Year				
			FY2016	FY2017	FY2018	FY2019	FY2020
Material Throughput (tons) ¹	-	100%	10,835	10,976	11,119	11,263	11,410
Waste Streams ²							
OCC	\$95.00	20%	\$210,606.06	\$218,250.84	\$226,173.13	\$234,382.99	\$242,890.86
Mixed Paper	\$60.00	45%	\$299,282.29	\$310,145.94	\$321,403.92	\$333,070.57	\$345,160.69
Plastic	\$50.00	5%	\$27,711.32	\$28,717.22	\$29,759.62	\$30,839.87	\$31,959.32
Wood	\$2.00	5%	\$1,108.45	\$1,148.69	\$1,190.38	\$1,233.59	\$1,278.37
Ferrous and Nonferrous Metal/Cans	\$300.00	5%	\$166,267.94	\$172,303.30	\$178,557.74	\$185,039.20	\$191,755.94
Residual	(\$38.00)	20%	(\$84,242.42)	(\$87,300.34)	(\$90,469.25)	(\$93,753.20)	(\$97,156.34)
TOTAL	-	-	\$631,569	\$654,242	\$677,734	\$702,076	\$727,299

1 - Material Throughput for Killeen was based on FY2015 throughput 6,240 tpy. The other cities were based on CY2013 population estimates, a 5 lb/year waste generation rate, a 52% residential disposal, and 12% recycling rate. An average growth rate of 1.3% was used to determine FY2016 acceptance

2 - Pricing based on average recent market pricing for Houston Southcentral USA

	Waste	Population	lb/year/person	% Residential	% Recycled
Killeen	6,240 tpy	42,293	1825	52%	12%
Copperas Cove	2,408 tpy	35,969	1825	52%	12%
Harker Heights	2,048 tpy				

Exhibit 9. Fort Hood Revenue

Ft. Hood Revenue	Revenue/ton (FY2015 \$) ²	% of Throughput	Year				
			FY2016	FY2017	FY2018	FY2019	FY2020
Material Throughput (tons) ¹	-	100%	5,875	5,952	6,029	6,108	6,187
Waste Streams							
OCC	\$95.00	44%	\$251,240.33	\$260,360.10	\$269,810.91	\$279,604.78	\$289,754.15
Mixed Paper	\$60.00	34%	\$122,614.90	\$127,065.70	\$131,678.05	\$136,457.84	\$141,411.12
Plastic	\$50.00	5%	\$15,026.34	\$15,571.78	\$16,137.02	\$16,722.77	\$17,329.79
Wood	\$2.00	5%	\$601.05	\$622.87	\$645.48	\$668.91	\$693.19
Ferrous and Nonferrous Metal/Car	\$300.00	3%	\$54,094.81	\$56,058.40	\$58,093.26	\$60,201.99	\$62,387.26
Residual	(\$38.00)	8%	(\$18,272.02)	(\$18,935.28)	(\$19,622.61)	(\$20,334.89)	(\$21,073.03)
TOTAL	-	-	\$431,181	\$446,695	\$462,771	\$479,429	\$496,689
1 - Material Throughput based on FY2015 throughput of 5,800 tpy and an average growth rate of 1.3%							
2 - Pricing based on average recent market pricing for Houston Southcentral USA							
Ft Hood	5,800 tpy			Waste			
Killeen	6,240 tpy		Population	lb/year/perso	% Residential	% Recycled	
Copperas Cove	2,408 tpy		42,293	1825	52%	12%	
Harker Heights	2,048 tpy		35,969	1825	52%	12%	
Gatesville	1,159 tpy		20,360	1825	52%	12%	

5.1.4 Cost Summary

Exhibit 11 provides estimated annual cost summary for MRF development. Annual cost totals are included for a scenario that includes a \$5,000,000 grant from the state and a scenario without any grant funding. Capital costs are amortized over a 20 year period at an interest rate of 3.5%.

Exhibit 10. Summary of Revenue and Cost Estimates

MRF Summary	Year				
	FY2016	FY2017	FY2018	FY2019	FY2020
O&M	(\$1,336,918)	(\$1,367,667)	(\$1,399,124)	(\$1,431,304)	(\$1,464,224)
Debt Service (W/O Grant)	(\$832,729)	(\$832,729)	(\$832,729)	(\$832,729)	(\$832,729)
Revenue	\$1,062,750	\$1,100,937	\$1,140,506	\$1,181,505	\$1,223,988
TOTAL	(\$1,106,898)	(\$1,099,460)	(\$1,091,348)	(\$1,082,528)	(\$1,072,965)
Debt Service (W/ Grant)	(\$480,924)	(\$480,924)	(\$480,924)	(\$480,924)	(\$480,924)
TOTAL	(\$755,093)	(\$747,654)	(\$739,542)	(\$730,722)	(\$721,160)

The Pro Forma analysis of the MRF indicates that the potential revenue from material sales will be less than the annual O & M costs based on current commodity pricing. This may improve in the future as commodity pricing recovers. Debt service costs vary depending on the level of grant funding. Based on the revenue estimates, the annual deficits range from \$755,100 to \$1,106,900.

5.1.5 Curbside Collection Cost Summary

Curbside recycling costs were updated from the analysis performed in the Master Plan and Rate Study. Avoided costs of transfer and disposal are included in the totals. As summarized in Exhibit 12, these costs indicate additional annual costs of \$1,500,000 will be required in the first year of operation to implement curbside collection of recyclables on a once every two week schedule.

Exhibit 11. Curbside Collection Costs

Curbside Collection Costs	Year				
	FY2016	FY2017	FY2018	FY2019	FY2020
Equipment O&M	\$252,000	\$257,796	\$263,725	\$269,791	\$275,996
Labor	\$220,646	\$225,721	\$230,913	\$236,224	\$241,657
Truck Amortization	\$333,667	\$333,667	\$333,667	\$333,667	\$333,667
Cart Amortization - Single Cart Program	\$265,650	\$265,650	\$265,650	\$265,650	\$265,650
Cart Amortization - Multi Cart Program	\$414,920	\$414,920	\$414,920	\$414,920	\$414,920
Public Education	\$50,000	\$51,150	\$52,326	\$53,530	\$54,761
City Administrative Overhead - Single	\$428,785	\$433,134	\$437,582	\$442,133	\$446,788
City Administrative Overhead - Multi	\$549,555	\$554,447	\$559,451	\$564,571	\$569,808
Total Expenses - Single Cart Program	\$1,550,748	\$1,567,118	\$1,583,863	\$1,600,994	\$1,618,519
Total Expenses - Multi Cart Program	\$1,820,788	\$1,837,701	\$1,855,002	\$1,872,702	\$1,890,809
Avoidance Costs ¹	(\$237,120)	(\$245,727)	(\$254,647)	(\$263,890)	(\$273,469)
Total Expenses - Single Cart Program	\$1,313,628	\$1,321,390	\$1,329,216	\$1,337,104	\$1,345,050
Total Expenses - Multi Cart Program	\$1,583,668	\$1,591,973	\$1,600,356	\$1,608,812	\$1,617,340

1 - Based on a \$38/ton disposal fee, City of Killeen's Throughput, 1.3% growth, and 2.3% inflation.

The rate impact of implementing a single-stream recycling program in conjunction with the development and operation of a regional MRF will depend on several factors. Revenue, cost sharing, grant funding and changes to current recycling programs will all have an affect the future monthly rates. Based on assumptions in this analysis residential rates will need to increase in the range of \$2 to \$3 per month to cover the anticipated additional cost of curbside collection and processing of the recyclables.

5.2 FUNDING

Funding for the facility includes potential grant money available from the State. The largest potential source of funding is provided by the Defense Economic Adjustment Assistance Grant. This program is set up to provide funding for projects that involve military installations in Texas facing economic impacts resulting in job loss or disruptions in the facilities. The Regional MRF project appears to be well-positioned to pursue grant funding given the involvement of municipalities and Fort Hood. The next application period is in April 2016. The City should determine if they are interested in pursuing these funds. A maximum potential for funding on this project would be \$5,000,000

Other sources of potential grant funding include the CENTEX COG. The COG provides limited funding annually for solid waste projects in the region. Annual funding for grant projects vary, but are generally in the range of \$100,000. This may be a good source for funding small equipment or containers.

The EPA provides grant funding for recycling programs under the Pollution Prevention grant program. These grants typically range from \$20,000 to \$120,000. These funds are used primarily for technical assistance training and outreach.

Information on the grant funding programs is included in Appendix C.

Funding for the capital improvements after the grant funds are considered would most likely be municipal bonds. Debt service calculations for the financial analysis assume an interest rate of 3.5% for a term of 20 years.

6 INSTITUTIONAL ARRANGEMENTS

The Regional MRF would be developed and operated by the City of Killeen and Fort Hood. One possible arrangement to accomplish this would be an inter-local agreement between the two entities. Other cities committed to the use of this facility may also be part of the agreement. Roles and responsibilities of the parties need to be clearly defined to avoid future conflicts. These include:

Development of the Facility: Who will assume the responsibility for the capital costs to develop the facility?

If Fort Hood provides personnel, who will absorb potential shortfalls in years that the facility operates at a loss? How will the losses be distributed among the participants?

Are other entities willing to assume some responsibility for these costs?

Another possible organizational structure for this project would be to establish a new solid waste authority. The State of Texas allows the establishment of authorities that will manage solid waste. Examples of these types of structures include TASWA in north Texas and BVSMA in southeast Texas, which own and operate landfills. Authorities are established by acts of the legislature and have elected boards that serve specified terms. These authorities have authority to establish fees and borrow money for solid waste projects and services. This approach may not be practical for this project but could be considered as an alternative to an inter-local agreement.

An integral part of any agreement between participants will be the revenue/cost sharing agreement. Based on the pro forma analysis there is likely to be annual net costs for the MRF that need to be covered by the primary participants.

7 RECOMMENDATIONS AND IMPLEMENTATION SCHEDULE

Based on the information collected and financial analysis performed SCS offers the following conclusions and recommendations:

CONCLUSIONS:

- The estimated cost to develop the proposed MRF at the City's transfer station is approximately \$11.8 million.
- The estimated annual operations and maintenance costs for the MRF will very likely exceed the projected revenue from sales of materials in the first five years of operation.
- Potential for increased revenue in the future is substantial given the available waste stream in the region and recent pricing of some materials.

RECOMMENDATIONS:

1. Determine based on the financial analysis and other factors models if the City and Fort Hood wants to continue pursuit of construction and operation of a regional Material Recovery Facility.
2. Apply for the DEAAAG from the State in the spring if the intent is to move forward with development.
3. Update the financial analysis after the grant process and additional input from surrounding Cities.
4. Further refine institutional arrangements for the operation of the facility. Consider developing a revenue/cost sharing agreement for the MRF with Fort Hood.
5. Review the implementation of curbside recycling to determine the cost impact to customers if implemented.
6. Consider implementing a limited commercial recycling program as an alternative to residential curbside recycling to enhance revenue with limited capital investment.

7.1 IMPLEMENTATION SCHEDULE

Exhibit 12. Plan Implementation Schedule

Recommendations	Fiscal Years																	
	2016 Jan - Dec									2017 Jan - Sept								
Design	■	■	■	■	■	■												
Construction							■	■	■	■	■	■	■					
Single Stream Collection												■	■	■				
Operations														■	■	■	■	■
Commercial Recycling																	■	■

The implementation schedule assumes that project implementation begins at the conclusion of this study in the first quarter of 2016.

8 REFERENCES

1. City of Killeen, Master Plan and Rate study, 2015.
2. City of Killeen, *An Easy Guide to Curbside Recycling*, October 2011.
3. Rogoff, Marc J., *Solid Waste Recycling and Processing: Planning of Solid Waste Recycling Facilities and Programs*, Second Edition, Waltham, MA, William Andrews/Elsevier, 2014.
4. TCEQ Municipal Solid Waste Regulations.
5. State of Texas Annual Solid Waste Report, 2014.
6. Feasibility Study for Recycling at Fort Hood, 2011.

Appendices

APPENDIX A
RATE MODEL PRO FORMA

MRF Summary	Year				
	FY2016	FY2017	FY2018	FY2019	FY2020
O&M	(\$1,336,918)	(\$1,367,667)	(\$1,399,124)	(\$1,431,304)	(\$1,464,224)
Debt Service (W/O Grant)	(\$832,729)	(\$832,729)	(\$832,729)	(\$832,729)	(\$832,729)
Revenue	\$1,062,750	\$1,100,937	\$1,140,506	\$1,181,505	\$1,223,988
TOTAL	(\$1,106,898)	(\$1,099,460)	(\$1,091,348)	(\$1,082,528)	(\$1,072,965)
Debt Service (W/ Grant)	(\$480,924)	(\$480,924)	(\$480,924)	(\$480,924)	(\$480,924)
TOTAL	(\$755,093)	(\$747,654)	(\$739,542)	(\$730,722)	(\$721,160)

Item	Input Description	Quantity	Units/Description	Comments/Source
1	Inflation Rates	2.3%		SCS Assumptions - 11 Year US Average is 2.3%
2	Average Growth	1.3%		City Provided; Annual growth rate over 2 decades
3	Material Throughput to MRF	17,000	tons	FY2015
4	Curbside Expenses			
4a	Trucks Needed	7	trucks	6 primary, 1 spare, SCS Assumption
4b	Truck Operations	\$3,000	per month per truck	City provided
4c	Labor	\$17.68	per hour w benefits	City provided, assume 40 hr/week
4d	Truck Costs	\$286,000	6 Year Replacement	City provided
4e	Rolling Carts	\$55.00	96-gallon size	City provided
		\$50.00	64-gallon size	SCS Assumption
		\$45.00	35-gallon size	SCS Assumption
4f	Single Cart Program	48,300	96-gallon	46,000 carts needed + 5% inventory, SCS Assumption
4g	Multicart Program	48,300	96-gallon	46,000 carts needed + 5% inventory, SCS Assumption
		25,300	64-gallon	50% of 46,000 carts needed + 10% inventory, SCS Assumption
		5,060	35-gallon	10% of 46,000 carts needed + 10% inventory, SCS Assumption
4h	Public Education	\$50,000	Annual	SCS Assumption
4i	City Overhead	40.0%	Single Cart	SCS Assumption
4j		45.0%	Multi Cart	SCS Assumption

Curbside Collection Costs	Year				
	FY2016	FY2017	FY2018	FY2019	FY2020
Equipment O&M	\$252,000	\$257,796	\$263,725	\$269,791	\$275,996
Labor	\$220,646	\$225,721	\$230,913	\$236,224	\$241,657
Truck Amoritization	\$333,667	\$333,667	\$333,667	\$333,667	\$333,667
Cart Amoritization - Single Cart Program	\$265,650	\$265,650	\$265,650	\$265,650	\$265,650
Cart Amoritization - Multi Cart Program	\$414,920	\$414,920	\$414,920	\$414,920	\$414,920
Public Education	\$50,000	\$51,150	\$52,326	\$53,530	\$54,761
City Administrative Overhead - Single	\$428,785	\$433,134	\$437,582	\$442,133	\$446,788
City Administrative Overhead - Multi	\$549,555	\$554,447	\$559,451	\$564,571	\$569,808
Total Expenses - Single Cart Program	\$1,550,748	\$1,567,118	\$1,583,863	\$1,600,994	\$1,618,519
Total Expenses - Multi Cart Program	\$1,820,788	\$1,837,701	\$1,855,002	\$1,872,702	\$1,890,809
Avoidance Costs ¹	(\$237,120)	(\$245,727)	(\$254,647)	(\$263,890)	(\$273,469)
Total Expenses - Single Cart Program	\$1,313,628	\$1,321,390	\$1,329,216	\$1,337,104	\$1,345,050
Total Expenses - Multi Cart Program	\$1,583,668	\$1,591,973	\$1,600,356	\$1,608,812	\$1,617,340

1 - Based on a \$38/ton disposal fee, City of Killeen's Throughput, 1.3% growth, and 2.3% inflation.

MRF Capital Costs	Year				
	FY2016	FY2017	FY2018	FY2019	FY2020
Site Preparation	\$51,150	\$0	\$0	\$0	\$0
Earthwork	\$51,150	\$0	\$0	\$0	\$0
Utilities	\$184,140	\$0	\$0	\$0	\$0
Pavement	\$184,140	\$0	\$0	\$0	\$0
MRF Building	\$3,508,890	\$0	\$0	\$0	\$0
Offices	\$552,420	\$0	\$0	\$0	\$0
MRF Equipment	\$4,450,050	\$0	\$0	\$0	\$0
Mobile Equipment	\$818,400	\$0	\$0	\$0	\$0
Engineering/Testing	\$491,040	\$0	\$0	\$0	\$0
Contingency (15%)	\$1,543,707	\$0	\$0	\$0	\$0
TOTAL	\$11,835,087	\$0	\$0	\$0	\$0

MRF O&M ¹	Year				
	FY2016	FY2017	FY2018	FY2019	FY2020
Personnel ²	\$941,160	\$962,807	\$984,951	\$1,007,605	\$1,030,780
Equipment Maintenance ³	\$267,003	\$273,144	\$279,426	\$285,853	\$292,428
Equipment power ⁴	\$57,145	\$58,460	\$59,804	\$61,180	\$62,587
Utilites (Building electric, water, etc.)	\$20,460	\$20,931	\$21,412	\$21,904	\$22,408
Supplies and Fuel	\$40,920	\$41,861	\$42,824	\$43,809	\$44,817
Building Maintenance	\$10,230	\$10,465	\$10,706	\$10,952	\$11,204
TOTAL	\$1,336,918	\$1,367,667	\$1,399,124	\$1,431,304	\$1,464,224

1 - Increase from FY2015 by 2.3% Inflation

2 - 23 Personnel @ \$40K/year in FY2015

3 - 6% of Equipment Capital Costs in FY2015

4 - Electricity Based on 230 HP (173KW motors), 60% power usage, \$0.12/KWh (2015), 3,012 hrs/yr + Baler Based on 200 HP (150KW motors), 80% power usage, \$0.15/KWh (2015), 2,080 hrs/yr

Debt Service	Year				
	FY2016	FY2017	FY2018	FY2019	FY2020
Without Grant	(\$832,729)	(\$832,729)	(\$832,729)	(\$832,729)	(\$832,729)
With Grant	(\$480,924)	(\$480,924)	(\$480,924)	(\$480,924)	(\$480,924)

Loan of	\$11,835,087	\$6,835,087
Rate	3.50%	3.50%
# of Payments	20	20
Payment Cost	(\$832,729)	(\$480,924)
Grant	\$5,000,000	

Ft. Hood Revenue	Revenue/ton (FY2015 \$) ²	% of Throughput	Year				
			FY2016	FY2017	FY2018	FY2019	FY2020
Material Throughput (tons) ¹	-	100%	5,875	5,952	6,029	6,108	6,187
Waste Streams							
OCC	\$95.00	44%	\$251,240.33	\$260,360.10	\$269,810.91	\$279,604.78	\$289,754.15
Mixed Paper	\$60.00	34%	\$122,614.90	\$127,065.70	\$131,678.05	\$136,457.84	\$141,411.12
Plastic	\$50.00	5%	\$15,026.34	\$15,571.78	\$16,137.02	\$16,722.77	\$17,329.79
Wood	\$2.00	5%	\$601.05	\$622.87	\$645.48	\$668.91	\$693.19
Ferrous and Nonferrous Metal/Cans	\$300.00	3%	\$54,094.81	\$56,058.40	\$58,093.26	\$60,201.99	\$62,387.26
Glass and Residual	(\$38.00)	8%	(\$18,272.02)	(\$18,935.28)	(\$19,622.61)	(\$20,334.89)	(\$21,073.03)
TOTAL	-	-	\$431,181	\$446,695	\$462,771	\$479,429	\$496,689

1 - Material Throughput based on FY2015 throughput of 5,800 tpy and an average growth rate of 1.3%

2 - Pricing based on average recent market pricing for Houston Southcentral USA

Cities Revenue	Revenue/ton (FY2015 \$) ²	% of Throughput	Year				
			FY2016	FY2017	FY2018	FY2019	FY2020
Material Throughput (tons) ¹	-	100%	10,835	10,976	11,119	11,263	11,410
Waste Streams ²							
OCC	\$95.00	20%	\$210,606.06	\$218,250.84	\$226,173.13	\$234,382.99	\$242,890.86
Mixed Paper	\$60.00	45%	\$299,282.29	\$310,145.94	\$321,403.92	\$333,070.57	\$345,160.69
Plastic	\$50.00	5%	\$27,711.32	\$28,717.22	\$29,759.62	\$30,839.87	\$31,959.32
Wood	\$2.00	5%	\$1,108.45	\$1,148.69	\$1,190.38	\$1,233.59	\$1,278.37
Ferrous and Nonferrous Metal/Cans	\$300.00	5%	\$166,267.94	\$172,303.30	\$178,557.74	\$185,039.20	\$191,755.94
Glass and Residual	(\$38.00)	20%	(\$84,242.42)	(\$87,300.34)	(\$90,469.25)	(\$93,753.20)	(\$97,156.34)
TOTAL	-	-	\$631,569	\$654,242	\$677,734	\$702,076	\$727,299

1 - Material Throughput for Killeen was based on FY2015 throughput 6,240 tpy. The other cities were based on CY2013 population estimates, a 5 lb/year waste generation rate, a 52% residential disposal, and 12% recycling rate. An average growth rate of 1.3% was used to determine FY2016 acceptance

2 - Pricing based on average recent market pricing for Houston Southcentral USA

		Population	Waste		
			lb/year/person	% Residential	% Recycled
Killeen	6,240 tpy				
Copperas Cove	2,408 tpy	42,293	1825	52%	12%
Harker Heights	2,048 tpy	35,969	1825	52%	12%

APPENDIX B
PHOTOS
HORRY COUNTY, SC
CP MANUFACTURING, INC.









APPENDIX C
GRANT FUNDING INFORMATION

Defense
Economic
Adjustment
Assistance
Grant
Program
(DEAAG)



The Defense Economic Adjustment Assistance Grant Program (DEAAG) is an infrastructure grant program designed to assist defense communities that are responding to or recovering from a reduction or termination of defense contracts, and those that have been positively affected with new or expanded military missions, as well as, qualified job retention.

DEAAG funding is available to local municipalities, counties, defense base development authority, junior college districts and Texas State Technical College campuses, and regional planning commissions representing these communities.

Funding can be used for negatively and positively affected communities or for proactive projects that will increase the military value of the installation. Projects can include the purchase of Department of Defense property, new construction or rehabilitation of facilities in support of job creating projects and opportunities. Additionally, funds can be awarded to Public Junior Colleges or Texas State Technical College System for the purchase or leasing of capital equipment for the purpose of (re)training displaced defense workers.

Grants awarded may range from \$50,000 to \$2 million per project. The Texas Military Preparedness Commission has awarded \$32 million in 40 grants since the program inception in 1997. The average award is \$800,601.

Examples of past awards include the reconstruction of water and wastewater systems, the replacement of rail and rail bed, and upgrading a building to accommodate indoor engine testing capabilities.

For more information about DEAAG, please visit <http://gov.texas.gov/military/grants>.

APPENDIX D
COMMODITY PRICING FOR RECYCLABLES

RECYCLINGMARKETS.NET



BUILT TO LAST

Over 50 Years
Serving the
Recycling
Industries

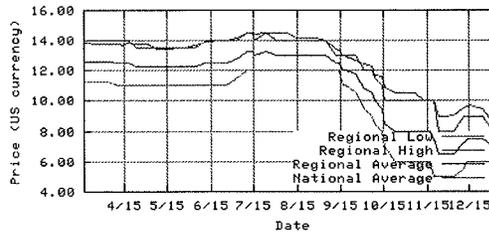
4101 Crusher Drive
O'Fallon, MO 63368-6095
Phone: 636-441-8600
Fax: 636-441-8611
www.husler-conveyor.com



NEW & USED SCRAP HANDLING AND PROCESSING EQUIPMENT

- Home
- Commodity Pricing
- Recycling Markets
- Equipment/Consultants
- About Us
- Memberships

HOUSTON (Southcentral USA) Plastics PET (Baled, ¢/lb, picked up)



Pricing History

Date	Regional Low Price	Regional High Price	Regional Average	National Average
24-Dec-15	6.00	8.00	7.00	8.53
18-Dec-15	6.00	8.00	7.00	8.53
11-Dec-15	6.00	9.00	7.50	9.50
04-Dec-15	6.00	9.00	7.50	9.59
02-Dec-15	6.00	9.00	7.50	9.68
30-Nov-15	6.00	9.00	7.50	9.63
27-Nov-15	5.50	9.00	7.25	9.53
20-Nov-15	5.00	8.00	6.50	9.03
13-Nov-15	5.00	8.00	6.50	9.00
09-Nov-15	5.00	8.00	6.50	8.97
06-Nov-15	5.00	10.00	7.50	10.03
03-Nov-15	6.00	10.00	8.00	10.06
31-Oct-15	6.00	10.00	8.00	10.00
30-Oct-15	6.00	10.00	8.00	10.00
23-Oct-15	6.00	10.00	8.00	10.53
16-Oct-15	6.00	10.00	8.00	10.50
09-Oct-15	6.00	10.00	8.00	10.50
02-Oct-15	7.00	10.00	8.50	10.88
30-Sep-15	8.00	11.00	9.50	11.63
25-Sep-15	8.50	11.50	10.00	11.69
23-Sep-15	9.00	12.00	10.50	12.25
18-Sep-15	9.50	12.00	10.75	12.41
11-Sep-15	10.50	13.00	11.75	12.72
04-Sep-15	11.00	13.00	12.00	12.94
02-Sep-15	11.00	13.00	12.00	13.00
31-Aug-15	12.00	13.00	12.50	13.33
28-Aug-15	12.00	13.00	12.50	13.47
21-Aug-15	12.00	14.00	13.00	14.02
14-Aug-15	12.00	14.00	13.00	14.14
07-Aug-15	12.00	14.00	13.00	14.22
04-Aug-15	12.00	14.00	13.00	14.14
31-Jul-15	12.00	14.00	13.00	14.19
24-Jul-15	12.00	14.00	13.00	14.47
17-Jul-15	12.00	14.00	13.00	14.47
10-Jul-15	12.00	14.50	13.25	14.51
02-Jul-15	12.00	14.00	13.00	14.39
30-Jun-15	12.00	14.50	13.25	14.50
26-Jun-15	12.00	14.50	13.25	14.47
19-Jun-15	11.50	14.00	12.75	14.22
12-Jun-15	11.00	14.00	12.50	14.03
05-Jun-15	11.00	14.00	12.50	14.03
02-Jun-15	11.00	14.00	12.50	13.97
30-May-15	11.00	14.00	12.50	13.97
29-May-15	11.00	14.00	12.50	13.97
22-May-15	11.00	13.50	12.25	13.72
16-May-15	11.00	13.50	12.25	13.59
15-May-15	11.00	13.50	12.25	13.53
08-May-15	11.00	13.50	12.25	13.50
04-May-15	11.00	13.50	12.25	13.47
01-May-15	11.00	13.50	12.25	13.47
30-Apr-15	11.00	13.50	12.25	13.47
24-Apr-15	11.00	13.50	12.25	13.41
17-Apr-15	11.00	13.50	12.25	13.78
10-Apr-15	11.00	13.50	12.25	13.78
03-Apr-15	11.00	14.00	12.50	13.81
02-Apr-15	11.00	14.00	12.50	13.81
31-Mar-15	11.00	14.00	12.50	13.70

Harris And
IPS Balers
Join Forces
For All Your
Baler Needs.




27-Mar-15	11.00	14.00	12.50	13.78
20-Mar-15	11.25	14.00	12.63	13.80
13-Mar-15	11.25	14.00	12.63	13.75
10-Mar-15	11.25	14.00	12.63	13.75
06-Mar-15	11.25	14.00	12.63	13.84
03-Mar-15	11.25	14.00	12.63	13.84
28-Feb-15	11.50	14.50	13.00	14.19
27-Feb-15	11.50	14.50	13.00	14.19
20-Feb-15	12.00	15.00	13.50	14.19
13-Feb-15	12.00	15.00	13.50	14.19
06-Feb-15	12.00	15.00	13.50	14.63
03-Feb-15	12.00	15.00	13.50	14.53
31-Jan-15	12.25	16.00	14.13	14.88
30-Jan-15	12.25	16.00	14.13	14.88
23-Jan-15	13.00	16.00	14.50	15.28
16-Jan-15	13.00	16.00	14.50	15.47
09-Jan-15	13.50	16.00	14.75	15.97
05-Jan-15	14.00	16.50	15.25	16.31
02-Jan-15	14.00	17.00	15.50	16.50
31-Dec-14	14.00	17.00	15.50	16.50
26-Dec-14	14.50	17.00	15.75	16.78
19-Dec-14	14.50	17.00	15.75	16.78
12-Dec-14	14.50	17.00	15.75	16.84
05-Dec-14	15.00	17.00	16.00	17.28
02-Dec-14	15.00	17.00	16.00	17.28
29-Nov-14	15.50	18.00	16.75	18.03
28-Nov-14	15.50	18.00	16.75	18.03
21-Nov-14	15.50	18.00	16.75	18.09
14-Nov-14	15.50	18.00	16.75	18.34
07-Nov-14	16.00	18.00	17.00	18.53
04-Nov-14	16.00	18.00	17.00	18.48
31-Oct-14	16.00	18.50	17.25	18.64
24-Oct-14	16.00	18.50	17.25	18.88
17-Oct-14	16.00	18.50	17.25	18.88
10-Oct-14	16.00	18.50	17.25	18.88
03-Oct-14	16.00	18.50	17.25	18.84
30-Sep-14	16.00	18.50	17.25	18.81
26-Sep-14	16.00	18.50	17.25	18.81
19-Sep-14	16.00	18.00	17.00	18.69
12-Sep-14	16.00	18.00	17.00	18.69
05-Sep-14	16.00	18.00	17.00	18.56
03-Sep-14	16.00	19.50	17.75	19.13
30-Aug-14	16.00	19.50	17.75	19.13
29-Aug-14	16.00	19.50	17.75	19.13
22-Aug-14	16.00	19.50	17.75	19.13
16-Aug-14	16.00	19.50	17.75	19.09
15-Aug-14	16.00	19.50	17.75	19.09
08-Aug-14	16.00	19.50	17.75	19.09
04-Aug-14	16.00	19.50	17.75	19.21
01-Aug-14	16.00	19.50	17.75	19.19
31-Jul-14	16.00	19.00	17.50	19.03
25-Jul-14	16.00	19.00	17.50	19.19
18-Jul-14	16.00	19.00	17.50	19.16
12-Jul-14	16.00	19.00	17.50	19.17
07-Jul-14	16.00	19.00	17.50	19.17
05-Jul-14	16.00	19.50	17.75	19.33
02-Jul-14	16.00	19.50	17.75	19.45
30-Jun-14	16.00	19.50	17.75	19.33
27-Jun-14	17.00	20.00	18.50	19.83
20-Jun-14	17.50	20.00	18.75	19.98
13-Jun-14	17.50	20.00	18.75	20.28
07-Jun-14	17.50	20.00	18.75	20.09
06-Jun-14	17.50	20.00	18.75	20.09
03-Jun-14	18.00	21.00	19.50	20.72
31-May-14	18.00	22.00	20.00	21.09
30-May-14	18.00	22.00	20.00	21.09
23-May-14	19.00	22.50	20.75	21.78
16-May-14	19.00	22.50	20.75	21.78
09-May-14	19.00	22.50	20.75	21.78
02-May-14	19.00	23.00	21.00	21.88
30-Apr-14	19.00	23.00	21.00	21.88
25-Apr-14	19.00	23.00	21.00	21.88
21-Apr-14	19.00	23.00	21.00	21.88
18-Apr-14	19.00	23.00	21.00	21.88
11-Apr-14	19.00	23.00	21.00	21.88
04-Apr-14	19.00	22.50	20.75	21.72
02-Apr-14	19.00	22.50	20.75	21.72
31-Mar-14	19.00	22.50	20.75	21.72
28-Mar-14	19.00	22.50	20.75	21.72
21-Mar-14	19.00	22.00	20.50	21.38
14-Mar-14	19.00	22.00	20.50	21.44
07-Mar-14	17.00	21.50	19.25	20.38
04-Mar-14	17.00	21.00	19.00	20.19
28-Feb-14	17.00	21.00	19.00	20.19
21-Feb-14	16.00	20.00	18.00	19.50
14-Feb-14	16.00	19.50	17.75	19.13
07-Feb-14	16.00	19.00	17.50	18.84
04-Feb-14	16.00	19.00	17.50	18.75
31-Jan-14	16.00	19.00	17.50	18.75
24-Jan-14	16.00	18.50	17.25	18.53
17-Jan-14	16.00	18.00	17.00	18.38
10-Jan-14	16.00	18.00	17.00	18.25
03-Jan-14	15.00	18.00	16.50	18.00

31-Dec-13	15.00	18.00	16.50	18.00
27-Dec-13	15.00	18.00	16.50	17.88
20-Dec-13	15.00	18.00	16.50	17.88
13-Dec-13	15.00	18.00	16.50	17.81
06-Dec-13	15.00	18.00	16.50	17.81
03-Dec-13	15.00	18.00	16.50	18.31
30-Nov-13	15.00	18.00	16.50	18.31
29-Nov-13	15.00	18.00	16.50	18.31
22-Nov-13	15.00	17.00	16.00	18.25
15-Nov-13	15.00	17.00	16.00	18.25
08-Nov-13	15.00	17.00	16.00	18.25
04-Nov-13	15.00	18.00	16.50	18.47
01-Nov-13	15.00	18.00	16.50	18.47
31-Oct-13	15.00	18.00	16.50	18.78
25-Oct-13	15.00	18.00	16.50	18.78
18-Oct-13	15.00	18.00	16.50	18.78
11-Oct-13	15.00	18.00	16.50	18.81
04-Oct-13	15.00	18.00	16.50	18.84
02-Oct-13	15.00	18.00	16.50	18.91
30-Sep-13	15.00	18.00	16.50	18.91
27-Sep-13	16.00	18.00	17.00	19.09
20-Sep-13	16.00	19.00	17.50	19.16
19-Sep-13	16.00	19.00	17.50	19.09
13-Sep-13	16.00	19.00	17.50	19.09
06-Sep-13	16.00	18.50	17.25	18.84
04-Sep-13	16.00	18.50	17.25	18.77
31-Aug-13	16.00	18.50	17.25	18.77
30-Aug-13	16.00	18.50	17.25	18.77
23-Aug-13	16.00	18.50	17.25	18.68
19-Aug-13	16.00	18.50	17.25	18.68
17-Aug-13	16.00	18.50	17.25	18.68
16-Aug-13	16.00	18.50	17.25	18.68
09-Aug-13	16.00	18.00	17.00	18.64
02-Aug-13	16.00	18.00	17.00	18.52
31-Jul-13	16.00	18.50	17.25	18.58
26-Jul-13	16.00	18.50	17.25	18.58
19-Jul-13	15.00	18.00	16.50	18.43
12-Jul-13	14.00	18.00	16.00	18.38
05-Jul-13	14.00	18.00	16.00	18.38
02-Jul-13	14.00	18.00	16.00	18.38
29-Jun-13	14.00	18.00	16.00	18.38
28-Jun-13	14.00	18.00	16.00	18.38
26-Jun-13	15.00	19.00	17.00	19.00
21-Jun-13	15.00	19.00	17.00	19.00
14-Jun-13	15.00	19.00	17.00	18.94
07-Jun-13	15.00	19.00	17.00	19.22
04-Jun-13	15.00	18.00	16.50	19.13
31-May-13	17.00	20.00	18.50	19.50
24-May-13	17.00	20.00	18.50	19.53
17-May-13	17.00	20.00	18.50	19.53
15-May-13	17.00	20.00	18.50	19.53
10-May-13	17.00	20.00	18.50	19.53
03-May-13	18.00	21.00	19.50	20.34
02-May-13	18.00	21.00	19.50	20.38
30-Apr-13	18.00	21.00	19.50	20.63
26-Apr-13	19.00	21.00	20.00	20.97
19-Apr-13	19.00	21.00	20.00	21.06
12-Apr-13	19.00	21.00	20.00	21.13
05-Apr-13	19.00	21.00	20.00	21.22
02-Apr-13	19.00	23.00	21.00	21.63
30-Mar-13	21.00	23.00	22.00	22.38
29-Mar-13	21.00	23.00	22.00	22.38
22-Mar-13	21.00	23.00	22.00	22.75
15-Mar-13	21.00	22.00	21.50	22.94
08-Mar-13	21.00	22.00	21.50	22.81
04-Mar-13	20.00	22.00	21.00	22.38
01-Mar-13	19.50	22.00	20.75	22.16
28-Feb-13	19.50	22.00	20.75	22.16
22-Feb-13	19.50	22.00	20.75	22.06
15-Feb-13	19.00	20.50	19.75	21.25
08-Feb-13	19.00	20.50	19.75	21.16
04-Feb-13	18.00	20.50	19.25	21.09
31-Jan-13	17.00	20.00	18.50	20.28
29-Jan-13	17.00	20.00	18.50	20.28
28-Jan-13	17.00	20.00	18.50	20.28
25-Jan-13	17.00	20.00	18.50	20.22
18-Jan-13	17.00	20.00	18.50	20.22
11-Jan-13	16.00	19.00	17.50	19.22
03-Jan-13	16.00	19.00	17.50	19.09
31-Dec-12	16.00	19.00	17.50	19.09
21-Dec-12	16.00	18.00	17.00	18.72
14-Dec-12	16.00	18.00	17.00	18.50
07-Dec-12	16.00	18.00	17.00	18.50
04-Dec-12	16.00	18.00	17.00	18.50
30-Nov-12	16.00	18.00	17.00	18.50
26-Nov-12	15.00	18.00	16.50	18.13
16-Nov-12	15.00	18.00	16.50	17.91
09-Nov-12	15.00	18.00	16.50	17.69
02-Nov-12	15.00	18.00	16.50	18.00
31-Oct-12	15.00	18.00	16.50	18.00
30-Oct-12	15.00	20.00	17.50	18.88
29-Oct-12	15.00	20.00	17.50	18.88
22-Oct-12	15.00	20.00	17.50	19.19

12-Oct-12	15.00	20.00	17.50	19.19
06-Oct-12	15.00	21.00	18.00	19.63
03-Oct-12	19.00	22.00	20.50	21.19
01-Oct-12	19.00	22.00	20.50	21.50
29-Sep-12	18.00	21.00	19.50	21.06
24-Sep-12	18.00	21.00	19.50	21.06
17-Sep-12	18.00	21.00	19.50	21.06
14-Sep-12	18.00	21.00	19.50	20.69
06-Sep-12	18.00	21.00	19.50	20.69
31-Aug-12	18.00	20.00	19.00	20.31
27-Aug-12	16.00	19.00	17.50	20.13
20-Aug-12	14.00	19.00	16.50	19.38
13-Aug-12	14.00	19.00	16.50	19.31
03-Aug-12	14.00	19.00	16.50	18.63
02-Aug-12	15.00	19.00	17.00	18.69
31-Jul-12	16.00	19.00	17.50	19.00
30-Jul-12	16.00	19.00	17.50	18.88
23-Jul-12	15.00	19.00	17.00	18.44
13-Jul-12	15.00	19.00	17.00	18.44
06-Jul-12	14.00	22.00	18.00	19.13
30-Jun-12	15.00	22.00	18.50	19.19
25-Jun-12	16.00	23.00	19.50	20.31
18-Jun-12	18.00	24.00	21.00	21.44
12-Jun-12	18.00	24.00	21.00	22.13
04-Jun-12	21.00	26.00	23.50	24.94
31-May-12	24.00	29.00	26.50	27.00
25-May-12	25.00	30.00	27.50	28.09
24-May-12	25.00	30.00	27.50	28.09
21-May-12	28.00	30.50	29.25	29.44
14-May-12	28.00	31.00	29.50	29.84
07-May-12	28.00	31.00	29.50	29.84
02-May-12	28.00	31.00	29.50	29.69
30-Apr-12	28.00	32.00	30.00	30.06
27-Apr-12	29.00	33.00	31.00	30.63
23-Apr-12	30.00	33.00	31.50	31.38
16-Apr-12	30.00	33.00	31.50	31.38
09-Apr-12	29.00	31.00	30.00	30.19
02-Apr-12	29.00	31.00	30.00	30.19
31-Mar-12	28.00	30.00	29.00	29.56
26-Mar-12	28.00	31.00	29.50	29.75
22-Mar-12	28.00	31.00	29.50	29.50
19-Mar-12	27.00	30.00	28.50	29.00
09-Mar-12	26.00	29.00	27.50	28.63
03-Mar-12	24.00	27.00	25.50	26.69
02-Mar-12	24.00	27.00	25.50	26.69
01-Mar-12	24.00	27.00	25.50	26.69
29-Feb-12	24.00	27.00	25.50	26.69
24-Feb-12	24.00	27.00	25.50	26.94
20-Feb-12	24.00	27.00	25.50	26.94
13-Feb-12	24.00	27.00	25.50	26.94
06-Feb-12	23.00	26.00	24.50	25.81
31-Jan-12	23.00	25.00	24.00	25.38
23-Jan-12	21.00	24.00	22.50	23.94
13-Jan-12	20.00	23.00	21.50	23.31
06-Jan-12	19.00	23.00	21.00	22.63
31-Dec-11	17.00	21.00	19.00	21.44
30-Dec-11	17.00	21.00	19.00	21.44
26-Dec-11	17.00	21.00	19.00	21.44
19-Dec-11	17.00	21.00	19.00	21.44
12-Dec-11	20.00	24.00	22.00	23.19
02-Dec-11	22.00	26.00	24.00	24.63
30-Nov-11	24.00	28.00	26.00	26.38
25-Nov-11	27.00	31.00	29.00	28.75
15-Nov-11	27.00	30.00	28.50	29.75
08-Nov-11	28.00	31.00	29.50	30.81
02-Nov-11	28.00	31.00	29.50	30.81
31-Oct-11	31.00	34.00	32.50	32.25
28-Oct-11	31.00	34.00	32.50	32.81
19-Oct-11	32.00	34.00	33.00	33.00
12-Oct-11	32.00	34.00	33.00	33.00
05-Oct-11	31.00	34.00	32.50	32.69
03-Oct-11	32.00	34.00	33.00	33.00
30-Sep-11	32.00	34.00	33.00	33.00
26-Sep-11	31.00	34.00	32.50	32.75
19-Sep-11	31.00	34.00	32.50	32.75
14-Sep-11	31.00	34.00	32.50	32.75
07-Sep-11	30.00	34.00	32.00	32.38
31-Aug-11	30.00	34.00	32.00	32.25
26-Aug-11	29.00	33.00	31.00	31.75
23-Aug-11	29.00	33.00	31.00	31.75
18-Aug-11	29.00	33.00	31.00	31.75
15-Aug-11	29.00	33.00	31.00	31.75
05-Aug-11	29.00	33.00	31.00	31.63
30-Jul-11	29.00	33.00	31.00	31.38
28-Jul-11	28.00	32.00	30.00	31.00
26-Jul-11	28.00	32.00	30.00	31.00
18-Jul-11	28.00	31.00	29.50	30.69
11-Jul-11	27.00	31.00	29.00	30.19
05-Jul-11	27.00	31.00	29.00	30.19
30-Jun-11	28.00	33.00	30.50	31.31
27-Jun-11	28.00	33.00	30.50	31.31
20-Jun-11	30.00	34.00	32.00	32.31
13-Jun-11	30.00	34.00	32.00	32.31

06-Jun-11	31.00	35.00	33.00	33.50
31-May-11	32.00	35.00	33.50	33.94
23-May-11	34.00	37.00	35.50	35.84
16-May-11	34.00	37.00	35.50	35.84
06-May-11	34.00	37.00	35.50	35.72
30-Apr-11	34.00	37.50	35.75	35.63
25-Apr-11	34.00	37.50	35.75	35.81
18-Apr-11	35.00	38.00	36.50	36.34
11-Apr-11	35.00	38.00	36.50	36.38
04-Apr-11	35.00	38.00	36.50	36.50
31-Mar-11	35.00	38.00	36.50	36.38
28-Mar-11	35.00	38.00	36.50	36.38
22-Mar-11	35.00	38.00	36.50	36.06
11-Mar-11	35.00	37.00	36.00	35.50
07-Mar-11	35.00	37.00	36.00	35.75
28-Feb-11	34.00	37.00	35.50	35.69
22-Feb-11	32.00	35.00	33.50	34.31
14-Feb-11	32.00	35.00	33.50	34.06
04-Feb-11	30.00	33.00	31.50	32.00
31-Jan-11	30.00	33.00	31.50	32.00
25-Jan-11	28.00	31.00	29.50	30.00
19-Jan-11	27.00	30.00	28.50	28.31
11-Jan-11	26.00	29.50	27.75	27.91
05-Jan-11	26.00	29.00	27.50	27.31
31-Dec-10	25.00	29.00	27.00	26.56
20-Dec-10	24.00	28.00	26.00	25.75
13-Dec-10	24.00	28.00	26.00	25.84
08-Dec-10	24.00	28.00	26.00	25.56
06-Dec-10	24.00	28.00	26.00	25.56
04-Dec-10	24.00	28.00	26.00	25.56
30-Nov-10	21.00	25.00	23.00	23.63
23-Nov-10	21.00	25.00	23.00	23.38
16-Nov-10	21.00	25.00	23.00	23.19
09-Nov-10	20.00	23.00	21.50	22.50
08-Nov-10	20.00	23.00	21.50	22.03
03-Nov-10	20.00	22.00	21.00	21.44
02-Nov-10	19.00	22.00	20.50	20.88
30-Oct-10	19.00	21.00	20.00	20.63
25-Oct-10	19.00	21.00	20.00	20.63
18-Oct-10	18.00	19.50	18.75	19.25
15-Oct-10	18.00	19.00	18.50	18.81
12-Oct-10	18.00	19.00	18.50	18.81
04-Oct-10	18.00	19.00	18.50	18.75
30-Sep-10	17.00	19.00	18.00	18.56
28-Sep-10	17.00	19.00	18.00	18.50
27-Sep-10	17.00	19.00	18.00	18.50
20-Sep-10	17.00	19.00	18.00	18.50
14-Sep-10	17.00	19.00	18.00	18.63
13-Sep-10	16.00	18.00	17.00	17.94
03-Sep-10	15.00	18.00	16.50	17.63
31-Aug-10	16.00	19.00	17.50	18.38
27-Aug-10	16.00	19.00	17.50	18.38
23-Aug-10	16.00	19.00	17.50	18.31
16-Aug-10	15.00	19.00	17.00	17.94
05-Aug-10	15.00	19.00	17.00	17.94
31-Jul-10	15.00	19.00	17.00	17.94
26-Jul-10	15.50	18.00	16.75	17.72
19-Jul-10	15.50	18.00	16.75	17.75
12-Jul-10	16.50	18.00	17.25	18.16
06-Jul-10	17.00	18.00	17.50	18.34
02-Jul-10	16.00	18.00	17.00	17.94
30-Jun-10	15.50	17.50	16.50	17.34
25-Jun-10	16.00	18.00	17.00	17.44
21-Jun-10	17.00	19.00	18.00	18.63
17-Jun-10	17.50	19.00	18.25	19.09
11-Jun-10	17.50	19.00	18.25	19.09
03-Jun-10	18.00	22.00	20.00	20.31
31-May-10	20.00	22.00	21.00	21.00
28-May-10	20.00	22.00	21.00	21.00
21-May-10	20.00	22.00	21.00	21.00
14-May-10	21.00	22.00	21.50	21.38
10-May-10	20.00	22.00	21.00	21.28
03-May-10	20.00	22.00	21.00	21.22
30-Apr-10	20.00	22.00	21.00	21.28
23-Apr-10	20.00	22.00	21.00	21.72
16-Apr-10	21.50	24.00	22.75	22.53
15-Apr-10	22.00	24.00	23.00	23.07
09-Apr-10	22.00	24.00	23.00	22.69
05-Apr-10	23.00	24.00	23.50	22.75
31-Mar-10	23.00	24.00	23.50	22.75
26-Mar-10	22.00	23.00	22.50	22.06
19-Mar-10	20.00	21.00	20.50	21.88
12-Mar-10	20.00	21.00	20.50	21.06
05-Mar-10	20.00	21.00	20.50	20.84
27-Feb-10	17.50	20.00	18.75	18.28
25-Feb-10	16.00	18.00	17.00	17.28
19-Feb-10	16.00	18.00	17.00	17.28
12-Feb-10	16.00	17.00	16.50	16.69
05-Feb-10	15.00	17.00	16.00	15.91
01-Feb-10	14.00	15.00	14.50	14.34
30-Jan-10	14.00	15.00	14.50	14.34
27-Jan-10	13.00	14.00	13.50	13.50
26-Jan-10	13.00	14.00	13.50	13.50

20-Jan-10	13.00	14.00	13.50	12.64
15-Jan-10	13.00	14.00	13.50	13.31
08-Jan-10	13.00	14.00	13.50	13.31
31-Dec-09	12.00	13.00	12.50	12.88
21-Dec-09	11.00	12.00	11.50	12.13
14-Dec-09	11.00	12.00	11.50	12.13
07-Dec-09	11.00	12.00	11.50	12.19
30-Nov-09	10.00	11.00	10.50	11.19
23-Nov-09	10.00	11.00	10.50	11.19
19-Nov-09	10.00	11.00	10.50	10.50
16-Nov-09	11.00	12.00	11.50	11.38
11-Nov-09	11.00	12.00	11.50	11.38
09-Nov-09	11.00	12.00	11.50	11.38
31-Oct-09	11.00	12.00	11.50	11.75
23-Oct-09	11.00	12.00	11.50	11.75
19-Oct-09	11.00	12.00	11.50	11.75
09-Oct-09	11.00	12.00	11.50	11.75
05-Oct-09	11.00	12.00	11.50	11.75
30-Sep-09	10.00	12.00	11.00	11.59
24-Sep-09	10.00	12.00	11.00	11.59
21-Sep-09	10.00	12.00	11.00	11.81
17-Sep-09	10.00	12.00	11.00	11.81
14-Sep-09	10.00	12.00	11.00	11.81
08-Sep-09	9.00	11.00	10.00	10.88
31-Aug-09	9.00	11.00	10.00	10.75
24-Aug-09	9.00	11.00	10.00	10.88
17-Aug-09	10.00	11.00	10.50	10.69
10-Aug-09	10.00	11.00	10.50	10.91
31-Jul-09	10.00	11.00	10.50	10.69
27-Jul-09	10.00	12.00	11.00	11.38
20-Jul-09	10.00	12.00	11.00	11.38
10-Jul-09	10.00	12.00	11.00	11.38
06-Jul-09	10.00	12.00	11.00	11.50
30-Jun-09	10.00	12.00	11.00	11.50
26-Jun-09	10.00	12.00	11.00	11.50
19-Jun-09	10.00	12.00	11.00	11.50
12-Jun-09	11.00	13.00	12.00	11.88
05-Jun-09	11.00	13.00	12.00	11.88
30-May-09	10.00	13.00	11.50	11.94
22-May-09	10.00	12.00	11.00	11.56
18-May-09	10.00	12.00	11.00	11.56
11-May-09	10.00	12.00	11.00	11.50
30-Apr-09	9.00	11.00	10.00	10.69
27-Apr-09	8.00	11.00	9.50	10.16
21-Apr-09	8.00	11.00	9.50	10.03
13-Apr-09	8.00	11.00	9.50	10.06
06-Apr-09	9.00	11.00	10.00	10.13
31-Mar-09	9.00	11.00	10.00	10.13
30-Mar-09	10.00	12.00	11.00	10.69
23-Mar-09	10.00	12.00	11.00	10.75
16-Mar-09	10.00	12.00	11.00	10.75
09-Mar-09	10.00	12.00	11.00	11.25
28-Feb-09	10.00	12.00	11.00	10.50
23-Feb-09	10.00	12.00	11.00	10.25
16-Feb-09	8.00	10.00	9.00	9.81
09-Feb-09	6.00	8.00	7.00	8.44
31-Jan-09	6.00	8.00	7.00	7.50
23-Jan-09	5.00	7.00	6.00	6.69
16-Jan-09	5.00	7.00	6.00	5.88
12-Jan-09	5.00	7.00	6.00	4.81
31-Dec-08	3.00	5.00	4.00	4.13
24-Dec-08	3.00	5.00	4.00	4.13
12-Dec-08	3.00	5.00	4.00	4.13
05-Dec-08	3.00	5.00	4.00	4.13
30-Nov-08	3.00	5.00	4.00	4.44
28-Nov-08	3.00	5.00	4.00	4.44
21-Nov-08	4.00	6.00	5.00	5.25
14-Nov-08	4.00	7.00	5.50	5.75
04-Nov-08	4.00	11.00	7.50	8.19
31-Oct-08	4.00	11.00	7.50	9.19
29-Oct-08	10.00	15.00	12.50	11.94
23-Oct-08	16.00	18.00	17.00	17.06
17-Oct-08	16.00	18.00	17.00	17.06
10-Oct-08	17.00	18.00	17.50	18.38
03-Oct-08	17.00	19.00	18.00	19.08
30-Sep-08	17.00	19.00	18.00	19.25
26-Sep-08	18.00	21.00	19.50	20.63
24-Sep-08	18.00	21.00	19.50	20.75
16-Sep-08	18.00	21.00	19.50	20.75
09-Sep-08	18.00	21.00	19.50	21.06
05-Sep-08	18.00	21.00	19.50	21.06
30-Aug-08	18.00	21.00	19.50	21.06
27-Aug-08	18.00	21.00	19.50	21.06
18-Aug-08	18.00	21.00	19.50	21.19
07-Aug-08	18.00	21.00	19.50	21.25
31-Jul-08	18.00	21.00	19.50	21.25
25-Jul-08	18.00	21.00	19.50	21.25
15-Jul-08	18.00	21.00	19.50	21.25
03-Jul-08	19.00	21.00	20.00	21.06
30-Jun-08	18.00	20.00	19.00	20.94
23-Jun-08	19.00	21.00	20.00	20.94
16-Jun-08	19.00	21.00	20.00	20.94
09-Jun-08	19.00	21.00	20.00	20.69

31-May-08	17.00	21.00	19.00	20.38
30-May-08	17.00	21.00	19.00	20.38
23-May-08	17.00	21.00	19.00	20.38
19-May-08	17.00	21.00	19.00	20.38
15-May-08	18.00	21.00	19.50	19.25
06-May-08	19.00	21.00	20.00	20.75
30-Apr-08	19.00	21.00	20.00	20.75
22-Apr-08	18.00	21.00	19.50	20.75
11-Apr-08	18.00	22.00	20.00	21.06
07-Apr-08	18.00	22.00	20.00	20.94
31-Mar-08	18.00	22.00	20.00	20.94
28-Mar-08	18.00	22.00	20.00	20.94
25-Mar-08	20.00	25.00	22.50	21.50
10-Mar-08	18.00	20.00	19.00	20.38
29-Feb-08	19.00	20.00	19.50	20.38
22-Feb-08	20.00	22.00	21.00	20.88
08-Feb-08	20.00	22.00	21.00	20.88
31-Jan-08	20.00	22.00	21.00	21.00
25-Jan-08	20.00	22.00	21.00	20.75
11-Jan-08	20.00	22.00	21.00	20.94
10-Jan-08	18.00	20.00	19.00	20.00
31-Dec-07	18.00	20.00	19.00	20.00
19-Dec-07	18.00	20.00	19.00	19.75
07-Dec-07	18.00	20.00	19.00	19.75
30-Nov-07	18.00	20.00	19.00	19.75
26-Nov-07	17.00	19.00	18.00	18.94
13-Nov-07	17.00	19.00	18.00	18.94
07-Nov-07	17.00	19.00	18.00	18.81
31-Oct-07	18.00	19.00	18.50	18.69
25-Oct-07	18.00	19.00	18.50	18.69
19-Oct-07	18.00	19.00	18.50	18.69
12-Oct-07	18.00	19.00	18.50	18.50
09-Oct-07	18.00	19.00	18.50	18.50
03-Oct-07	18.00	19.00	18.50	18.50
29-Sep-07	18.00	20.00	19.00	18.13
28-Sep-07	18.00	20.00	19.00	19.00
20-Sep-07	18.00	20.00	19.00	18.13
10-Sep-07	18.00	20.00	19.00	18.81
31-Aug-07	18.00	20.00	19.00	18.81
23-Aug-07	18.00	20.00	19.00	18.81
13-Aug-07	17.00	19.00	18.00	18.38
06-Aug-07	17.00	19.00	18.00	18.38
31-Jul-07	17.00	19.00	18.00	18.50
24-Jul-07	17.00	19.00	18.00	18.50
09-Jul-07	17.00	19.00	18.00	18.50
03-Jul-07	17.00	19.00	18.00	18.50
30-Jun-07	17.00	19.00	18.00	18.50
25-Jun-07	16.00	18.00	17.00	18.00
14-Jun-07	16.00	18.00	17.00	17.94
07-Jun-07	16.00	18.00	17.00	17.94
31-May-07	16.00	18.00	17.00	17.94
25-May-07	16.00	18.00	17.00	17.94
18-May-07	16.00	18.00	17.00	17.94
11-May-07	16.00	18.00	17.00	17.94
04-May-07	16.00	18.00	17.00	17.69
30-Apr-07	16.00	18.00	17.00	17.69
26-Apr-07	16.00	18.00	17.00	17.63
18-Apr-07	16.00	18.00	17.00	17.63
13-Apr-07	16.00	18.00	17.00	17.63
06-Apr-07	16.00	18.00	17.00	17.75
31-Mar-07	16.00	18.00	17.00	17.50
23-Mar-07	16.00	18.00	17.00	17.50
20-Mar-07	16.00	18.00	17.00	17.31
08-Mar-07	16.00	18.00	17.00	17.31
02-Mar-07	16.00	17.00	16.50	16.94
28-Feb-07	16.00	17.00	16.50	17.19
23-Feb-07	16.00	17.00	16.50	17.19
09-Feb-07	16.00	17.00	16.50	17.19
31-Jan-07	14.00	16.00	15.00	16.56
29-Jan-07	14.00	16.00	15.00	16.25
26-Jan-07	14.00	16.00	15.00	16.25
15-Jan-07	14.00	16.00	15.00	16.25
08-Jan-07	14.00	15.00	14.50	15.50
02-Jan-07	12.00	14.00	13.00	14.00
30-Dec-06	12.00	14.00	13.00	14.00
13-Dec-06	12.00	14.00	13.00	14.00
30-Nov-06	12.00	14.00	13.00	13.63
22-Nov-06	12.00	13.00	12.50	13.19
10-Nov-06	12.00	13.00	12.50	13.25
06-Nov-06	12.00	14.00	13.00	12.31
31-Oct-06	12.00	14.00	13.00	12.31
23-Oct-06	12.00	14.00	13.00	12.31
16-Oct-06	12.00	14.00	13.00	12.31
06-Oct-06	12.00	14.00	13.00	12.31
30-Sep-06	12.00	14.00	13.00	12.31
29-Sep-06	12.00	14.00	13.00	12.31
22-Sep-06	12.00	15.00	13.50	13.50
11-Sep-06	12.00	15.00	13.50	13.50
05-Sep-06	12.00	15.00	13.50	13.50
30-Aug-06	12.00	15.00	13.50	13.50
22-Aug-06	12.00	15.00	13.50	13.50
15-Aug-06	12.00	15.00	13.50	13.50
07-Aug-06	12.00	15.00	13.50	13.50

31-Jul-06	13.00	15.00	14.00	13.88
28-Jul-06	13.00	15.00	14.00	13.44
11-Jul-06	13.00	15.00	14.00	13.38
30-Jun-06	14.00	16.00	15.00	13.94
26-Jun-06	14.00	16.00	15.00	14.06
12-Jun-06	14.00	16.00	15.00	14.06
06-Jun-06	14.00	16.00	15.00	14.63
31-May-06	14.00	16.00	15.00	14.63
26-May-06	14.00	16.00	15.00	14.63
23-May-06	15.00	17.00	16.00	15.63
15-May-06	15.00	17.00	16.00	15.63
08-May-06	15.00	18.00	16.50	15.81
29-Apr-06	15.00	18.00	16.50	15.81
27-Apr-06	15.00	18.00	16.50	15.81
24-Apr-06	15.00	19.00	17.00	16.00
17-Apr-06	15.00	19.00	17.00	16.00
11-Apr-06	16.00	19.00	17.50	16.69
07-Apr-06	15.00	16.00	15.50	14.75
31-Mar-06	15.00	16.00	15.50	14.75
24-Mar-06	15.00	16.00	15.50	14.75
13-Mar-06	15.00	16.00	15.50	14.75
03-Mar-06	15.00	16.00	15.50	14.75
28-Feb-06	15.00	16.00	15.50	14.75
24-Feb-06	15.00	16.00	15.50	14.75
17-Feb-06	17.00	19.00	18.00	15.94
10-Feb-06	17.00	19.00	18.00	15.94
31-Jan-06	17.00	19.00	18.00	16.81
27-Jan-06	17.00	19.00	18.00	17.69
20-Jan-06	17.00	19.00	18.00	17.69
13-Jan-06	17.00	19.00	18.00	17.69
06-Jan-06	17.00	19.00	18.00	17.69
30-Dec-05	17.00	19.00	18.00	17.69
22-Dec-05	17.00	19.00	18.00	17.94
12-Dec-05	18.00	20.00	19.00	18.88
05-Dec-05	18.00	20.00	19.00	18.88
30-Nov-05	18.00	20.00	19.00	18.88
22-Nov-05	18.00	20.00	19.00	18.88
14-Nov-05	18.00	20.00	19.00	19.06
07-Nov-05	18.00	20.00	19.00	19.06
31-Oct-05	20.00	22.00	21.00	20.63
21-Oct-05	20.00	22.00	21.00	20.63
17-Oct-05	20.00	22.00	21.00	20.63
10-Oct-05	20.00	22.00	21.00	21.00
30-Sep-05	19.00	22.00	20.50	19.25
27-Sep-05	19.00	22.00	20.50	19.50
26-Sep-05	19.00	22.00	20.50	19.25
16-Sep-05	19.00	22.00	20.50	18.63
14-Sep-05	19.00	22.00	20.50	20.50
09-Sep-05	19.00	22.00	20.50	18.63
30-Aug-05	19.00	22.00	20.50	19.56
20-Aug-05	19.00	22.00	20.50	19.56
12-Aug-05	19.00	22.00	20.50	19.56
05-Aug-05	19.00	22.00	20.50	19.56
01-Aug-05	19.00	22.00	20.50	19.83
30-Jul-05	19.00	22.00	20.50	19.56
15-Jul-05	20.00	21.00	20.50	20.00
14-Jul-05	20.00	21.00	20.50	19.94
08-Jul-05	20.00	23.00	21.50	20.94
30-Jun-05	20.00	23.00	21.50	20.94
17-Jun-05	24.00	25.00	24.50	23.88
03-Jun-05	24.00	25.00	24.50	23.88
31-May-05	24.00	25.00	24.50	24.58
26-May-05	24.00	25.00	24.50	24.58
18-May-05	24.00	25.00	24.50	24.70
12-May-05	24.00	25.00	24.50	24.67
06-May-05	23.00	25.00	24.00	24.25
30-Apr-05	23.00	25.00	24.00	24.30
20-Apr-05	23.00	25.00	24.00	24.30
12-Apr-05	23.00	25.00	24.00	24.30

For information on prior Historical Pricing call 1-877-825-6555.

* Rows highlighted in yellow indicate that the price changed on that date

Notes:

This chart represents prices recyclers are paying for loose material. The data is intended to reflect pricing trends in all regions. Prices listed are in U.S. dollars per ton delivered to the door, unless otherwise noted.

Historical Data summarizes the low, median and high prices, including National averages.

Price ranges are the result of information provided weekly by the industry and do not reflect the opinions of the publisher. This index is for reference purposes only and does not infer the commitment to buy or sell at the reported price.

Subscribers are urged to use several industry price indexes available in combination with the above referenced prices in gaining a broader information and polling base when tracking numbers. While any one single index can provide useful information to the reader, it cannot capture buying, selling or production practices that are unique to any given business.

Price Index Content Copyright 2015 by Recycling Data Management Corporation

[Back](#) | [Top of Page](#) | [Secondary Fiber Pricing \(SFP\)](#)

[HOME](#) | [MEMBERSHIP OPTIONS](#) | [LIST MY COMPANY](#) | [ADVERTISE](#)

For Assistance, call 1-330-956-8911 or 1-877-825-6555

Copyright© 2001-2015 RecyclingMarkets.net

RECYCLINGMARKETS.NET



BUILT TO LAST

Over 50 Years
Serving the
Recycling
Industries

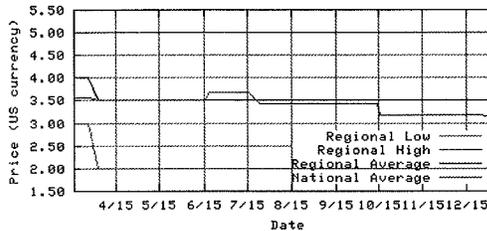
4101 Crusher Drive
O'Fallon, MO 63368-8095
Phone: 636-411-8600
Fax: 636-411-3611
www.huttler-conveyor.com



**Manufacturing mixed solid waste,
recycling and scrap processing
equipment for 40 years**

- Home
- Commodity Pricing
- Recycling Markets
- Equipment/Consultants
- About Us
- Memberships

**HOUSTON (Southcentral USA)
Plastics Comingled (#1-7, Baled, ¢/lb, picked up)**



Pricing History

Date	Regional Low Price	Regional High Price	Regional Average	National Average
24-Dec-15	2.00	5.00	3.50	3.13
18-Dec-15	2.00	5.00	3.50	3.13
11-Dec-15	2.00	5.00	3.50	3.19
04-Dec-15	2.00	5.00	3.50	3.19
02-Dec-15	2.00	5.00	3.50	3.19
30-Nov-15	2.00	5.00	3.50	3.19
27-Nov-15	2.00	5.00	3.50	3.19
20-Nov-15	2.00	5.00	3.50	3.19
13-Nov-15	2.00	5.00	3.50	3.19
09-Nov-15	2.00	5.00	3.50	3.19
06-Nov-15	2.00	5.00	3.50	3.19
03-Nov-15	2.00	5.00	3.50	3.19
31-Oct-15	2.00	5.00	3.50	3.19
30-Oct-15	2.00	5.00	3.50	3.19
23-Oct-15	2.00	5.00	3.50	3.19
16-Oct-15	2.00	5.00	3.50	3.19
09-Oct-15	2.00	5.00	3.50	3.19
02-Oct-15	2.00	5.00	3.50	3.19
30-Sep-15	2.00	5.00	3.50	3.44
25-Sep-15	2.00	5.00	3.50	3.44
23-Sep-15	2.00	5.00	3.50	3.44
18-Sep-15	2.00	5.00	3.50	3.44
11-Sep-15	2.00	5.00	3.50	3.44
04-Sep-15	2.00	5.00	3.50	3.44
02-Sep-15	2.00	5.00	3.50	3.44
31-Aug-15	2.00	5.00	3.50	3.44
28-Aug-15	2.00	5.00	3.50	3.44
21-Aug-15	2.00	5.00	3.50	3.44
14-Aug-15	2.00	5.00	3.50	3.44
07-Aug-15	2.00	5.00	3.50	3.44
04-Aug-15	2.00	5.00	3.50	3.44
31-Jul-15	2.00	5.00	3.50	3.44
24-Jul-15	2.00	5.00	3.50	3.44
17-Jul-15	2.00	5.00	3.50	3.44
10-Jul-15	2.00	5.00	3.50	3.44
02-Jul-15	2.00	5.00	3.50	3.69
30-Jun-15	2.00	5.00	3.50	3.69
26-Jun-15	2.00	5.00	3.50	3.69
19-Jun-15	2.00	5.00	3.50	3.69
12-Jun-15	2.00	5.00	3.50	3.69
05-Jun-15	2.00	5.00	3.50	3.69
02-Jun-15	2.00	5.00	3.50	3.50
30-May-15	2.00	5.00	3.50	3.50
29-May-15	2.00	5.00	3.50	3.50
22-May-15	2.00	5.00	3.50	3.50
16-May-15	2.00	5.00	3.50	3.50
15-May-15	2.00	5.00	3.50	3.50
08-May-15	2.00	5.00	3.50	3.50
04-May-15	2.00	5.00	3.50	3.50
01-May-15	2.00	5.00	3.50	3.50
30-Apr-15	2.00	5.00	3.50	3.50
24-Apr-15	2.00	5.00	3.50	3.50
17-Apr-15	2.00	5.00	3.50	3.50
10-Apr-15	2.00	5.00	3.50	3.50
03-Apr-15	2.00	5.00	3.50	3.50
02-Apr-15	2.00	5.00	3.50	3.50
31-Mar-15	2.00	5.00	3.50	3.50

**Harris And
IPS Balers
Join Forces
For All Your
Baler Needs.**




27-Mar-15	2.00	5.00	3.50	3.50
20-Mar-15	2.00	5.00	3.50	3.50
13-Mar-15	3.00	5.00	4.00	3.56
10-Mar-15	3.00	5.00	4.00	3.56
06-Mar-15	3.00	5.00	4.00	3.56
03-Mar-15	3.00	5.00	4.00	3.56
28-Feb-15	3.00	5.00	4.00	3.56
27-Feb-15	3.00	5.00	4.00	3.56
20-Feb-15	3.00	5.00	4.00	3.56
13-Feb-15	3.00	5.00	4.00	3.56
06-Feb-15	3.00	5.00	4.00	3.56
03-Feb-15	3.00	5.00	4.00	3.56
31-Jan-15	3.00	5.00	4.00	3.56
30-Jan-15	3.00	5.00	4.00	3.56
23-Jan-15	3.00	5.00	4.00	3.56
16-Jan-15	3.00	5.00	4.00	3.56
09-Jan-15	3.00	5.00	4.00	3.63
05-Jan-15	3.00	5.00	4.00	3.63
02-Jan-15	3.00	5.00	4.00	3.63
31-Dec-14	3.00	5.00	4.00	3.63
26-Dec-14	3.00	5.00	4.00	3.63
19-Dec-14	3.00	5.00	4.00	3.63
12-Dec-14	3.00	5.00	4.00	3.63
05-Dec-14	3.00	5.00	4.00	3.63
02-Dec-14	3.00	5.00	4.00	3.63
29-Nov-14	3.00	5.00	4.00	3.63
28-Nov-14	3.00	5.00	4.00	3.63
21-Nov-14	3.00	5.00	4.00	3.63
14-Nov-14	3.00	5.00	4.00	3.63
07-Nov-14	3.00	5.00	4.00	3.64
04-Nov-14	3.00	5.00	4.00	3.64
31-Oct-14	3.00	5.00	4.00	3.64
24-Oct-14	3.00	5.00	4.00	3.64
17-Oct-14	3.00	5.00	4.00	3.64
10-Oct-14	3.00	5.00	4.00	3.64
03-Oct-14	3.00	5.00	4.00	3.64
30-Sep-14	3.00	5.00	4.00	3.64
26-Sep-14	3.00	5.00	4.00	3.64
19-Sep-14	3.00	5.00	4.00	3.64
12-Sep-14	3.00	5.00	4.00	3.64
05-Sep-14	3.00	5.00	4.00	3.64
03-Sep-14	3.00	5.00	4.00	3.64
30-Aug-14	3.00	5.00	4.00	3.64
29-Aug-14	3.00	5.00	4.00	3.64
22-Aug-14	3.00	5.00	4.00	3.64
16-Aug-14	3.00	5.00	4.00	3.64
15-Aug-14	3.00	5.00	4.00	3.64
08-Aug-14	3.00	5.00	4.00	3.64
04-Aug-14	3.00	5.00	4.00	3.64
01-Aug-14	3.00	5.00	4.00	3.64
31-Jul-14	3.00	5.00	4.00	3.64
25-Jul-14	3.00	5.00	4.00	3.64
18-Jul-14	3.00	5.00	4.00	3.64
12-Jul-14	3.00	5.00	4.00	3.64
07-Jul-14	3.00	5.00	4.00	3.64
05-Jul-14	3.00	5.00	4.00	3.64
02-Jul-14	3.00	5.00	4.00	3.64
30-Jun-14	3.00	5.00	4.00	3.64
27-Jun-14	3.00	5.00	4.00	3.64
20-Jun-14	3.00	5.00	4.00	3.64
13-Jun-14	3.00	5.00	4.00	3.64
07-Jun-14	3.00	5.00	4.00	3.64
06-Jun-14	3.00	5.00	4.00	3.64
03-Jun-14	3.00	5.00	4.00	3.64
31-May-14	3.00	5.00	4.00	3.64
30-May-14	3.00	5.00	4.00	3.64
23-May-14	3.00	5.00	4.00	3.64
16-May-14	3.00	5.00	4.00	3.64
09-May-14	3.00	5.00	4.00	3.64
02-May-14	3.00	5.00	4.00	3.64
30-Apr-14	3.00	5.00	4.00	3.64
25-Apr-14	3.00	5.00	4.00	3.64
21-Apr-14	3.00	5.00	4.00	3.64
18-Apr-14	3.00	5.00	4.00	3.64
11-Apr-14	3.00	5.00	4.00	3.64
04-Apr-14	3.00	5.00	4.00	3.64
02-Apr-14	3.00	5.00	4.00	3.64
31-Mar-14	3.00	5.00	4.00	3.64
28-Mar-14	3.00	5.00	4.00	3.64
21-Mar-14	3.00	5.00	4.00	3.64
14-Mar-14	3.00	5.00	4.00	3.64
07-Mar-14	3.00	5.00	4.00	3.64
04-Mar-14	3.00	5.00	4.00	3.64
28-Feb-14	3.00	5.00	4.00	3.64
21-Feb-14	3.00	5.00	4.00	3.64
14-Feb-14	3.00	5.00	4.00	3.64
07-Feb-14	3.00	5.00	4.00	3.64
04-Feb-14	3.00	5.00	4.00	3.64
31-Jan-14	3.00	5.00	4.00	3.64
24-Jan-14	3.00	5.00	4.00	3.64
17-Jan-14	3.00	5.00	4.00	3.64
10-Jan-14	3.00	5.00	4.00	3.64
03-Jan-14	3.00	5.00	4.00	3.64

31-Dec-13	3.00	5.00	4.00	3.64
27-Dec-13	3.00	5.00	4.00	3.64
20-Dec-13	3.00	5.00	4.00	3.64
13-Dec-13	3.00	5.00	4.00	3.64
06-Dec-13	3.00	5.00	4.00	3.64
03-Dec-13	3.00	5.00	4.00	3.64
30-Nov-13	3.00	5.00	4.00	3.64
29-Nov-13	3.00	5.00	4.00	3.64
22-Nov-13	3.00	5.00	4.00	3.64
15-Nov-13	3.00	5.00	4.00	3.64
08-Nov-13	3.00	5.00	4.00	3.64
04-Nov-13	3.00	5.00	4.00	3.64
01-Nov-13	3.00	5.00	4.00	3.64
31-Oct-13	3.00	5.00	4.00	3.64
25-Oct-13	3.00	5.00	4.00	3.64
18-Oct-13	3.00	5.00	4.00	3.64
11-Oct-13	3.00	5.00	4.00	3.64
04-Oct-13	3.00	5.00	4.00	3.64
02-Oct-13	3.00	5.00	4.00	3.64
30-Sep-13	3.00	5.00	4.00	3.64
27-Sep-13	3.00	5.00	4.00	3.64
20-Sep-13	3.00	5.00	4.00	3.64
19-Sep-13	3.00	5.00	4.00	3.64
13-Sep-13	3.00	5.00	4.00	3.64
06-Sep-13	3.00	5.00	4.00	3.64
04-Sep-13	3.00	5.00	4.00	3.64
31-Aug-13	3.00	5.00	4.00	3.64
30-Aug-13	3.00	5.00	4.00	3.64
23-Aug-13	3.00	5.00	4.00	3.64
19-Aug-13	3.00	5.00	4.00	3.64
17-Aug-13	3.00	5.00	4.00	3.64
16-Aug-13	3.00	5.00	4.00	3.64
09-Aug-13	3.00	5.00	4.00	3.64
02-Aug-13	3.00	5.00	4.00	4.00
31-Jul-13	3.00	5.00	4.00	4.00
26-Jul-13	4.00	6.00	5.00	4.92
19-Jul-13	4.00	6.00	5.00	4.92
12-Jul-13	4.00	6.00	5.00	4.92
05-Jul-13	4.00	6.00	5.00	4.92
02-Jul-13	4.00	6.00	5.00	4.92
29-Jun-13	4.00	6.00	5.00	4.92
28-Jun-13	4.00	6.00	5.00	4.92
26-Jun-13	4.00	6.00	5.00	4.92
21-Jun-13	4.00	6.00	5.00	4.92
14-Jun-13	4.00	6.00	5.00	4.92
07-Jun-13	4.00	6.00	5.00	4.92
04-Jun-13	4.00	6.00	5.00	4.92
31-May-13	4.00	6.00	5.00	4.92
24-May-13	4.00	6.00	5.00	5.21
17-May-13	4.00	6.00	5.00	5.21
15-May-13	4.00	6.00	5.00	5.21
10-May-13	4.00	6.00	5.00	5.21
03-May-13	4.00	6.00	5.00	5.21
02-May-13	4.00	6.00	5.00	5.21
30-Apr-13	4.00	6.00	5.00	5.21
26-Apr-13	4.00	6.00	5.00	5.21
19-Apr-13	4.00	6.00	5.00	5.21
12-Apr-13	4.00	6.00	5.00	5.21
05-Apr-13	4.00	6.00	5.00	5.21
02-Apr-13	4.00	6.00	5.00	5.04
30-Mar-13	4.00	6.00	5.00	5.04
29-Mar-13	4.00	6.00	5.00	5.04
22-Mar-13	2.00	4.00	3.00	3.29
15-Mar-13	2.00	4.00	3.00	3.29
08-Mar-13	2.00	4.00	3.00	3.29
04-Mar-13	2.00	4.00	3.00	3.29
01-Mar-13	2.00	4.00	3.00	3.29
28-Feb-13	2.00	4.00	3.00	3.29
22-Feb-13	2.00	4.00	3.00	3.29
15-Feb-13	2.00	4.00	3.00	3.29
08-Feb-13	2.00	4.00	3.00	3.29
04-Feb-13	2.00	4.00	3.00	3.29
31-Jan-13	2.00	4.00	3.00	3.29
29-Jan-13	2.00	4.00	3.00	3.29
28-Jan-13	2.00	4.00	3.00	3.29
25-Jan-13	2.00	4.00	3.00	3.29
18-Jan-13	2.00	4.00	3.00	3.29
11-Jan-13	2.00	4.00	3.00	3.29
03-Jan-13	2.00	4.00	3.00	3.29
31-Dec-12	2.00	4.00	3.00	3.29
21-Dec-12	2.00	4.00	3.00	3.29
14-Dec-12	2.00	4.00	3.00	3.29
07-Dec-12	2.00	4.00	3.00	3.29
04-Dec-12	2.00	4.00	3.00	3.29
30-Nov-12	2.00	4.00	3.00	3.29
26-Nov-12	2.00	4.00	3.00	3.29
16-Nov-12	2.00	4.00	3.00	3.29
09-Nov-12	2.00	4.00	3.00	3.29
02-Nov-12	2.00	4.00	3.00	3.29
31-Oct-12	2.00	4.00	3.00	3.29
30-Oct-12	2.00	4.00	3.00	3.29
29-Oct-12	2.00	4.00	3.00	3.29
22-Oct-12	2.00	4.00	3.00	3.29

12-Oct-12	2.00	4.00	3.00	3.29
06-Oct-12	2.00	4.00	3.00	3.29
03-Oct-12	2.00	4.00	3.00	3.29
01-Oct-12	2.00	4.00	3.00	3.29
29-Sep-12	2.00	4.00	3.00	3.29
24-Sep-12	2.00	4.00	3.00	3.29
17-Sep-12	2.00	4.00	3.00	3.14
14-Sep-12	2.00	4.00	3.00	3.14
06-Sep-12	2.00	4.00	3.00	3.14
31-Aug-12	2.00	4.00	3.00	3.14
27-Aug-12	2.00	4.00	3.00	3.14
20-Aug-12	2.00	4.00	3.00	3.14
13-Aug-12	2.00	4.00	3.00	3.14
03-Aug-12	2.00	4.00	3.00	3.14
02-Aug-12	2.00	4.00	3.00	2.93
31-Jul-12	4.00	6.00	5.00	5.17
30-Jul-12	4.00	6.00	5.00	5.17
23-Jul-12	4.00	6.00	5.00	5.17
13-Jul-12	--	--	--	6.50
06-Jul-12	--	--	--	6.50
30-Jun-12	--	--	--	6.50
25-Jun-12	--	--	--	8.00
18-Jun-12	--	--	--	8.00
12-Jun-12	--	--	--	8.00
04-Jun-12	--	--	--	8.00
31-May-12	--	--	--	8.00
25-May-12	--	--	--	8.00
24-May-12	--	--	--	8.00
21-May-12	--	--	--	8.00
14-May-12	--	--	--	9.00
07-May-12	--	--	--	9.00
02-May-12	--	--	--	9.00
30-Apr-12	--	--	--	9.00
27-Apr-12	--	--	--	9.00
23-Apr-12	--	--	--	10.30
16-Apr-12	--	--	--	10.30
09-Apr-12	--	--	--	10.30
02-Apr-12	--	--	--	10.30
31-Mar-12	--	--	--	10.30
26-Mar-12	--	--	--	10.30
22-Mar-12	--	--	--	10.25
19-Mar-12	--	--	--	10.30
09-Mar-12	--	--	--	10.30
03-Mar-12	--	--	--	10.30
02-Mar-12	--	--	--	10.30
01-Mar-12	--	--	--	10.30
29-Feb-12	--	--	--	10.30
24-Feb-12	--	--	--	10.30
20-Feb-12	--	--	--	10.30
13-Feb-12	--	--	--	10.30
06-Feb-12	--	--	--	10.30
31-Jan-12	--	--	--	10.30
23-Jan-12	--	--	--	10.30
13-Jan-12	--	--	--	10.30
06-Jan-12	--	--	--	10.10
31-Dec-11	--	--	--	10.90
30-Dec-11	--	--	--	10.90
26-Dec-11	--	--	--	10.90
19-Dec-11	--	--	--	10.90
12-Dec-11	--	--	--	10.90
02-Dec-11	--	--	--	10.90
30-Nov-11	--	--	--	10.90
25-Nov-11	--	--	--	10.90
15-Nov-11	--	--	--	10.90
08-Nov-11	--	--	--	10.90
02-Nov-11	--	--	--	10.90
31-Oct-11	--	--	--	10.90
28-Oct-11	--	--	--	10.90
19-Oct-11	--	--	--	10.90
12-Oct-11	--	--	--	10.90
05-Oct-11	--	--	--	10.90
03-Oct-11	--	--	--	10.90
30-Sep-11	--	--	--	10.90
26-Sep-11	--	--	--	10.90
19-Sep-11	--	--	--	10.90
14-Sep-11	--	--	--	10.90
07-Sep-11	--	--	--	10.90
31-Aug-11	--	--	--	10.90
26-Aug-11	--	--	--	10.50
23-Aug-11	--	--	--	10.50
18-Aug-11	--	--	--	10.50
15-Aug-11	--	--	--	10.50
05-Aug-11	--	--	--	10.50
30-Jul-11	--	--	--	10.50
28-Jul-11	--	--	--	9.10
26-Jul-11	--	--	--	9.10
18-Jul-11	--	--	--	9.10
11-Jul-11	--	--	--	9.10
05-Jul-11	--	--	--	9.10
30-Jun-11	--	--	--	9.10
27-Jun-11	--	--	--	9.10
20-Jun-11	--	--	--	10.40
13-Jun-11	--	--	--	10.40

06-Jun-11	--	--	--	10.40
31-May-11	--	--	--	10.40
23-May-11	--	--	--	10.88
16-May-11	--	--	--	10.88
06-May-11	--	--	--	10.88
30-Apr-11	--	--	--	10.88
25-Apr-11	--	--	--	10.88
18-Apr-11	--	--	--	10.88
11-Apr-11	--	--	--	7.75
04-Apr-11	--	--	--	7.75
31-Mar-11	--	--	--	8.50
28-Mar-11	--	--	--	8.50
22-Mar-11	--	--	--	8.50
11-Mar-11	--	--	--	8.50
07-Mar-11	--	--	--	8.50
28-Feb-11	--	--	--	8.50
22-Feb-11	--	--	--	8.50
14-Feb-11	--	--	--	8.50
04-Feb-11	--	--	--	8.50
31-Jan-11	--	--	--	8.50
25-Jan-11	--	--	--	8.50
19-Jan-11	--	--	--	7.50
11-Jan-11	--	--	--	7.50
05-Jan-11	--	--	--	7.50
31-Dec-10	--	--	--	6.50
20-Dec-10	--	--	--	6.50
13-Dec-10	--	--	--	6.50
08-Dec-10	--	--	--	6.50
06-Dec-10	--	--	--	6.50
04-Dec-10	--	--	--	6.50
30-Nov-10	--	--	--	5.50
23-Nov-10	--	--	--	5.50
16-Nov-10	--	--	--	5.50
09-Nov-10	--	--	--	5.50
08-Nov-10	--	--	--	5.50
03-Nov-10	--	--	--	5.50
02-Nov-10	--	--	--	5.50
30-Oct-10	--	--	--	5.50
25-Oct-10	--	--	--	5.50
18-Oct-10	--	--	--	7.00
15-Oct-10	--	--	--	7.00
12-Oct-10	--	--	--	7.00
04-Oct-10	--	--	--	7.00
30-Sep-10	--	--	--	5.00
28-Sep-10	--	--	--	5.00
27-Sep-10	--	--	--	5.00
20-Sep-10	--	--	--	5.00
14-Sep-10	--	--	--	5.00
13-Sep-10	--	--	--	5.00
03-Sep-10	--	--	--	5.00
31-Aug-10	--	--	--	5.00
27-Aug-10	--	--	--	5.00
23-Aug-10	--	--	--	5.00
16-Aug-10	--	--	--	5.00
05-Aug-10	--	--	--	5.00
31-Jul-10	--	--	--	5.00
26-Jul-10	--	--	--	5.00
19-Jul-10	--	--	--	5.00
12-Jul-10	--	--	--	5.00
06-Jul-10	--	--	--	5.00
02-Jul-10	--	--	--	5.00
30-Jun-10	--	--	--	5.00
25-Jun-10	--	--	--	5.00
21-Jun-10	--	--	--	7.00
17-Jun-10	--	--	--	7.00
11-Jun-10	--	--	--	7.00
03-Jun-10	--	--	--	9.00
31-May-10	--	--	--	9.00
28-May-10	--	--	--	9.00
21-May-10	--	--	--	9.00
14-May-10	--	--	--	9.63
10-May-10	--	--	--	9.63
03-May-10	--	--	--	9.63
30-Apr-10	--	--	--	9.63
23-Apr-10	--	--	--	9.63
16-Apr-10	--	--	--	9.63
15-Apr-10	--	--	--	9.63
09-Apr-10	--	--	--	9.63
05-Apr-10	--	--	--	9.13
31-Mar-10	--	--	--	9.13
26-Mar-10	--	--	--	9.13
19-Mar-10	--	--	--	8.50
12-Mar-10	--	--	--	8.50
05-Mar-10	--	--	--	6.50
27-Feb-10	--	--	--	3.75
25-Feb-10	--	--	--	3.75
19-Feb-10	--	--	--	3.50
12-Feb-10	--	--	--	3.50
05-Feb-10	--	--	--	3.00
01-Feb-10	--	--	--	3.00
30-Jan-10	--	--	--	3.00
27-Jan-10	--	--	--	3.00
26-Jan-10	--	--	--	3.00

20-Jan-10	--	--	--	3.00
15-Jan-10	--	--	--	3.00
08-Jan-10	--	--	--	3.00
31-Dec-09	--	--	--	3.00
21-Dec-09	--	--	--	3.00
14-Dec-09	--	--	--	3.00
07-Dec-09	--	--	--	3.00
30-Nov-09	--	--	--	3.00
23-Nov-09	--	--	--	3.00
19-Nov-09	--	--	--	3.00
16-Nov-09	--	--	--	3.00
11-Nov-09	--	--	--	3.00
09-Nov-09	--	--	--	0.00
31-Oct-09	--	--	--	0.00

For information on prior Historical Pricing call 1-877-825-6555

*** Rows highlighted in yellow indicate that the price changed on that date**

Notes:

This chart represents prices recyclers are paying for loose material. The data is intended to reflect pricing trends in all regions. Prices listed are in U.S. dollars per ton delivered to the door, unless otherwise noted.

Historical Data summarizes the low, median and high prices, including National averages.

Price ranges are the result of information provided weekly by the industry and do not reflect the opinions of the publisher. This index is for reference purposes only and does not infer the commitment to buy or sell at the reported price.

Subscribers are urged to use several industry price indexes available in combination with the above referenced prices in gaining a broader information and polling base when tracking numbers. While any one single index can provide useful information to the reader, it cannot capture buying, selling or production practices that are unique to any given business.

Price Index Content Copyright 2015 by Recycling Data Management Corporation

[Back](#) | [Top of Page](#) | [Secondary Fiber Pricing \(SFP\)](#)

[HOME](#) | [MEMBERSHIP OPTIONS](#) | [LIST MY COMPANY](#) | [ADVERTISE](#)

For Assistance, call 1-330-956-8911 or 1-877-825-6555

Copyright© 2001-2015 RecyclingMarkets.net

RECYCLINGMARKETS.NET



BUILT TO LAST

Over 50 Years
Serving the
Recycling
Industries

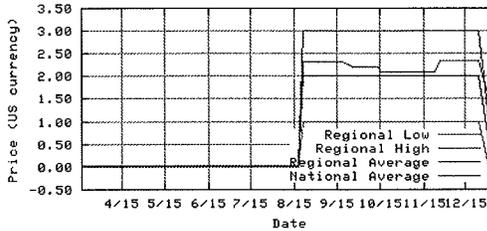
4101 Crusher Drive
O'Fallon, MO 63388-5095
Phone: 636-441-8600
Fax: 636-441-5611
www.hustler-conveyor.com



**Manufacturing mixed solid waste,
recycling and scrap processing
equipment for 40 years**

- Home
- Commodity Pricing
- Recycling Markets
- Equipment/Consultants
- About Us
- Memberships

**HOUSTON (Southcentral USA)
Plastics Comingled (#3-7, Baled, ¢/lb, picked up)**



Pricing History

Date	Regional Low Price	Regional High Price	Regional Average	National Average
24-Dec-15	0.01	1.00	0.51	1.50
18-Dec-15	0.01	1.00	0.51	1.50
11-Dec-15	1.00	3.00	2.00	2.33
04-Dec-15	1.00	3.00	2.00	2.33
02-Dec-15	1.00	3.00	2.00	2.33
30-Nov-15	1.00	3.00	2.00	2.33
27-Nov-15	1.00	3.00	2.00	2.33
20-Nov-15	1.00	3.00	2.00	2.33
13-Nov-15	1.00	3.00	2.00	2.33
09-Nov-15	1.00	3.00	2.00	2.10
06-Nov-15	1.00	3.00	2.00	2.10
03-Nov-15	1.00	3.00	2.00	2.10
31-Oct-15	1.00	3.00	2.00	2.10
30-Oct-15	1.00	3.00	2.00	2.10
23-Oct-15	1.00	3.00	2.00	2.10
16-Oct-15	1.00	3.00	2.00	2.10
09-Oct-15	1.00	3.00	2.00	2.10
02-Oct-15	1.00	3.00	2.00	2.10
30-Sep-15	1.00	3.00	2.00	2.20
25-Sep-15	1.00	3.00	2.00	2.20
23-Sep-15	1.00	3.00	2.00	2.20
18-Sep-15	1.00	3.00	2.00	2.20
11-Sep-15	1.00	3.00	2.00	2.20
04-Sep-15	1.00	3.00	2.00	2.30
02-Sep-15	1.00	3.00	2.00	2.30
31-Aug-15	1.00	3.00	2.00	2.30
28-Aug-15	1.00	3.00	2.00	2.30
21-Aug-15	1.00	3.00	2.00	2.30
14-Aug-15	1.00	3.00	2.00	2.30
07-Aug-15	1.00	3.00	2.00	2.30
04-Aug-15	0.01	0.03	0.02	0.02
31-Jul-15	0.01	0.03	0.02	0.02
24-Jul-15	0.01	0.03	0.02	0.02
17-Jul-15	0.01	0.03	0.02	0.02
10-Jul-15	0.01	0.03	0.02	0.02
02-Jul-15	0.01	0.03	0.02	0.02
30-Jun-15	0.01	0.03	0.02	0.02
26-Jun-15	0.01	0.03	0.02	0.02
19-Jun-15	0.01	0.03	0.02	0.02
12-Jun-15	0.01	0.03	0.02	0.02
05-Jun-15	0.01	0.03	0.02	0.02
02-Jun-15	0.01	0.03	0.02	0.02
30-May-15	0.01	0.03	0.02	0.02
29-May-15	0.01	0.03	0.02	0.02
22-May-15	0.01	0.03	0.02	0.02
16-May-15	0.01	0.03	0.02	0.02
15-May-15	0.01	0.03	0.02	0.02
08-May-15	0.01	0.03	0.02	0.02
04-May-15	0.01	0.03	0.02	0.02
01-May-15	0.01	0.03	0.02	0.02
30-Apr-15	0.01	0.03	0.02	0.02
24-Apr-15	0.01	0.03	0.02	0.02
17-Apr-15	0.01	0.03	0.02	0.02
10-Apr-15	0.01	0.03	0.02	0.02
03-Apr-15	0.01	0.03	0.02	0.02
02-Apr-15	0.01	0.03	0.02	0.02
31-Mar-15	0.01	0.03	0.02	0.02

**Harris And
IPS Balers
Join Forces
For All Your
Baler Needs.**




27-Mar-15	0.01	0.03	0.02	0.02
20-Mar-15	0.01	0.03	0.02	0.02
13-Mar-15	0.01	0.03	0.02	0.02
10-Mar-15	0.01	0.03	0.02	0.02
06-Mar-15	0.01	0.03	0.02	0.02
03-Mar-15	0.01	0.03	0.02	0.02
28-Feb-15	0.01	0.03	0.02	0.03
27-Feb-15	0.01	0.03	0.02	0.03
20-Feb-15	0.01	0.03	0.02	0.03
13-Feb-15	0.01	0.03	0.02	0.03
06-Feb-15	0.01	0.03	0.02	0.03
03-Feb-15	0.01	0.03	0.02	0.03
31-Jan-15	0.01	0.03	0.02	0.03
30-Jan-15	0.01	0.03	0.02	0.03
23-Jan-15	0.01	0.03	0.02	0.03
16-Jan-15	0.01	0.03	0.02	0.03
09-Jan-15	0.01	0.03	0.02	0.03
05-Jan-15	0.01	0.03	0.02	0.03
02-Jan-15	0.01	0.03	0.02	0.03
31-Dec-14	0.01	0.03	0.02	0.03
26-Dec-14	0.01	0.03	0.02	0.03
19-Dec-14	0.01	0.03	0.02	0.03
12-Dec-14	0.02	0.03	0.03	0.28
05-Dec-14	--	--	--	0.34
02-Dec-14	--	--	--	0.34
29-Nov-14	--	--	--	0.34
28-Nov-14	--	--	--	0.34
21-Nov-14	--	--	--	0.34
14-Nov-14	--	--	--	0.34
07-Nov-14	--	--	--	0.34
04-Nov-14	--	--	--	0.34
31-Oct-14	--	--	--	0.34
24-Oct-14	--	--	--	0.34
17-Oct-14	--	--	--	0.34
10-Oct-14	--	--	--	0.34
03-Oct-14	--	--	--	0.34
30-Sep-14	--	--	--	0.34
26-Sep-14	--	--	--	0.34
19-Sep-14	--	--	--	1.25
12-Sep-14	--	--	--	1.25
05-Sep-14	--	--	--	1.25
03-Sep-14	--	--	--	1.25
30-Aug-14	--	--	--	1.25
29-Aug-14	--	--	--	1.25
22-Aug-14	--	--	--	1.25
16-Aug-14	--	--	--	1.25
15-Aug-14	--	--	--	1.25
08-Aug-14	--	--	--	1.25
04-Aug-14	--	--	--	1.25
01-Aug-14	--	--	--	1.25
31-Jul-14	--	--	--	1.25
25-Jul-14	--	--	--	1.25
18-Jul-14	--	--	--	1.25
12-Jul-14	--	--	--	1.25
07-Jul-14	--	--	--	1.25
05-Jul-14	--	--	--	1.25
02-Jul-14	--	--	--	1.25
30-Jun-14	--	--	--	1.25
27-Jun-14	--	--	--	1.25
20-Jun-14	--	--	--	1.25
13-Jun-14	--	--	--	1.25
07-Jun-14	--	--	--	1.25
06-Jun-14	--	--	--	1.25
03-Jun-14	--	--	--	1.25
31-May-14	--	--	--	1.25
30-May-14	--	--	--	1.25
23-May-14	--	--	--	1.25
16-May-14	--	--	--	1.25
09-May-14	--	--	--	1.25
02-May-14	--	--	--	1.25
30-Apr-14	--	--	--	1.25
25-Apr-14	--	--	--	1.25
21-Apr-14	--	--	--	1.25
18-Apr-14	--	--	--	1.25
11-Apr-14	--	--	--	1.25
04-Apr-14	--	--	--	1.25
02-Apr-14	--	--	--	1.25
31-Mar-14	--	--	--	1.25
28-Mar-14	--	--	--	0.00
21-Mar-14	--	--	--	0.00
14-Mar-14	--	--	--	0.00
07-Mar-14	--	--	--	0.00
04-Mar-14	--	--	--	0.00
28-Feb-14	--	--	--	0.00
21-Feb-14	--	--	--	0.00
14-Feb-14	--	--	--	0.00
07-Feb-14	--	--	--	0.00
04-Feb-14	--	--	--	0.00
31-Jan-14	--	--	--	0.00
24-Jan-14	--	--	--	0.00
17-Jan-14	--	--	--	0.00
10-Jan-14	--	--	--	0.00
03-Jan-14	--	--	--	0.00

31-Dec-13	--	--	--	0.00
27-Dec-13	--	--	--	0.00
20-Dec-13	--	--	--	0.00
13-Dec-13	--	--	--	0.00
06-Dec-13	--	--	--	0.00
03-Dec-13	--	--	--	0.00
30-Nov-13	--	--	--	0.00
29-Nov-13	--	--	--	0.00
22-Nov-13	--	--	--	0.00
15-Nov-13	--	--	--	0.00
08-Nov-13	--	--	--	0.00
04-Nov-13	--	--	--	0.00
01-Nov-13	--	--	--	0.00
31-Oct-13	--	--	--	0.00
25-Oct-13	--	--	--	0.00
18-Oct-13	--	--	--	0.00
11-Oct-13	--	--	--	0.00
04-Oct-13	--	--	--	0.00
02-Oct-13	--	--	--	0.00
30-Sep-13	--	--	--	0.00
27-Sep-13	--	--	--	0.00
20-Sep-13	--	--	--	0.00
19-Sep-13	--	--	--	0.00
13-Sep-13	--	--	--	0.00
06-Sep-13	--	--	--	0.00
04-Sep-13	--	--	--	0.00
31-Aug-13	--	--	--	0.00
30-Aug-13	--	--	--	0.00
23-Aug-13	--	--	--	0.00
19-Aug-13	--	--	--	0.00
17-Aug-13	--	--	--	0.00
16-Aug-13	--	--	--	0.00
09-Aug-13	--	--	--	0.00
02-Aug-13	--	--	--	0.00
31-Jul-13	--	--	--	0.00
26-Jul-13	--	--	--	0.00
19-Jul-13	--	--	--	0.00
12-Jul-13	--	--	--	0.00
05-Jul-13	--	--	--	0.00
02-Jul-13	--	--	--	0.00
29-Jun-13	--	--	--	0.00
28-Jun-13	--	--	--	0.00
26-Jun-13	--	--	--	0.00
21-Jun-13	--	--	--	0.00
14-Jun-13	--	--	--	0.00
07-Jun-13	--	--	--	0.00
04-Jun-13	--	--	--	0.00
31-May-13	--	--	--	0.00
24-May-13	--	--	--	0.00
17-May-13	--	--	--	0.00
15-May-13	--	--	--	0.00
10-May-13	--	--	--	0.00
03-May-13	--	--	--	0.00
02-May-13	--	--	--	0.00
30-Apr-13	--	--	--	0.00
26-Apr-13	--	--	--	0.00
19-Apr-13	--	--	--	0.00
12-Apr-13	--	--	--	0.00
05-Apr-13	--	--	--	0.00
02-Apr-13	--	--	--	0.00
30-Mar-13	--	--	--	0.00
29-Mar-13	--	--	--	0.00
22-Mar-13	--	--	--	0.00
15-Mar-13	--	--	--	0.00
08-Mar-13	--	--	--	0.00
04-Mar-13	--	--	--	0.00
01-Mar-13	--	--	--	0.00
28-Feb-13	--	--	--	0.00
22-Feb-13	--	--	--	0.00
15-Feb-13	--	--	--	0.00
08-Feb-13	--	--	--	0.00
04-Feb-13	--	--	--	0.00
31-Jan-13	--	--	--	0.00
29-Jan-13	--	--	--	0.00
28-Jan-13	--	--	--	0.00
25-Jan-13	--	--	--	0.00
18-Jan-13	--	--	--	0.00
11-Jan-13	--	--	--	0.00
03-Jan-13	--	--	--	0.00

For information on prior Historical Pricing call 1-877-825-6555

*** Rows highlighted in yellow indicate that the price changed on that date**

Notes:

This chart represents prices recyclers are paying for loose material. The data is intended to reflect pricing trends in all regions. Prices listed are in U.S. dollars per ton delivered to the door, unless otherwise noted.

Historical Data summarizes the low, median and high prices, including National averages.

Price ranges are the result of information provided weekly by the industry and do not reflect the opinions of the publisher. This index is for reference purposes only and does not infer the commitment to buy or sell at the reported

price.

Subscribers are urged to use several industry price indexes available in combination with the above referenced prices in gaining a broader information and polling base when tracking numbers. While any one single index can provide useful information to the reader, it cannot capture buying, selling or production practices that are unique to any given business.

Price Index Content Copyright 2015 by Recycling Data Management Corporation

[Back](#) | [Top of Page](#) | [Secondary Fiber Pricing \(SFP\)](#)

[HOME](#) | [MEMBERSHIP OPTIONS](#) | [LIST MY COMPANY](#) | [ADVERTISE](#)

For Assistance, call 1-330-956-8911 ☎ or 1-877-825-6555 ☎

Copyright© 2001-2015 RecyclingMarkets.net

RECYCLINGMARKETS.NET



BUILT TO LAST

Over 50 Years
Serving the
Recycling
Industries

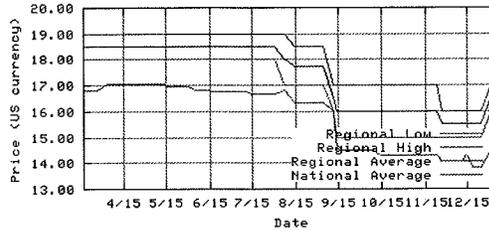
4101 Crusher Drive
O Fallon, MO 63368-8695
Phone: 636-441-8600
Fax: 636-441-8611
www.hustler-conveyor.com



**Manufacturing mixed solid waste,
recycling and scrap processing
equipment for 40 years**

- Home
- Commodity Pricing
- Recycling Markets
- Equipment/Consultants
- About Us
- Memberships

**HOUSTON (Southcentral USA)
Plastics HDPE Rigid (Baled, ¢/lb, picked up)**



Pricing History

Date	Regional Low Price	Regional High Price	Regional Average	National Average
24-Dec-15	16.00	17.00	16.50	14.50
18-Dec-15	16.00	17.00	16.50	14.50
11-Dec-15	15.00	16.00	15.50	13.81
04-Dec-15	15.00	16.00	15.50	13.81
02-Dec-15	15.00	16.00	15.50	14.19
30-Nov-15	15.00	16.00	15.50	14.31
27-Nov-15	15.00	16.00	15.50	14.06
20-Nov-15	15.00	16.00	15.50	14.06
13-Nov-15	15.00	16.00	15.50	14.06
09-Nov-15	15.00	17.00	16.00	14.31
06-Nov-15	15.00	17.00	16.00	14.31
03-Nov-15	15.00	17.00	16.00	14.31
31-Oct-15	15.00	17.00	16.00	14.31
30-Oct-15	15.00	17.00	16.00	14.31
23-Oct-15	15.00	17.00	16.00	14.31
16-Oct-15	15.00	17.00	16.00	14.31
09-Oct-15	15.00	17.00	16.00	14.31
02-Oct-15	15.00	17.00	16.00	14.31
30-Sep-15	15.00	17.00	16.00	14.31
25-Sep-15	15.00	17.00	16.00	14.50
23-Sep-15	15.00	17.00	16.00	14.50
18-Sep-15	15.00	17.00	16.00	14.50
11-Sep-15	15.00	17.00	16.00	14.50
04-Sep-15	15.00	17.00	16.00	14.50
02-Sep-15	15.00	17.00	16.00	14.50
31-Aug-15	15.00	17.00	16.00	14.56
28-Aug-15	16.00	17.00	16.50	15.97
21-Aug-15	17.00	18.50	17.75	16.34
14-Aug-15	17.00	18.50	17.75	16.34
07-Aug-15	17.00	18.50	17.75	16.34
04-Aug-15	17.00	18.50	17.75	16.34
31-Jul-15	17.00	18.50	17.75	16.34
24-Jul-15	17.00	19.00	18.00	16.81
17-Jul-15	18.00	19.00	18.50	16.69
10-Jul-15	18.00	19.00	18.50	16.69
02-Jul-15	18.00	19.00	18.50	16.69
30-Jun-15	18.00	19.00	18.50	16.69
26-Jun-15	18.00	19.00	18.50	16.75
19-Jun-15	18.00	19.00	18.50	16.75
12-Jun-15	18.00	19.00	18.50	16.75
05-Jun-15	18.00	19.00	18.50	16.75
02-Jun-15	18.00	19.00	18.50	16.75
30-May-15	18.00	19.00	18.50	16.81
29-May-15	18.00	19.00	18.50	16.81
22-May-15	18.00	19.00	18.50	16.81
16-May-15	18.00	19.00	18.50	16.94
15-May-15	18.00	19.00	18.50	16.94
08-May-15	18.00	19.00	18.50	16.94
04-May-15	18.00	19.00	18.50	16.94
01-May-15	18.00	19.00	18.50	16.94
30-Apr-15	18.00	19.00	18.50	17.06
24-Apr-15	18.00	19.00	18.50	17.06
17-Apr-15	18.00	19.00	18.50	17.06
10-Apr-15	18.00	19.00	18.50	17.06
03-Apr-15	18.00	19.00	18.50	17.06
02-Apr-15	18.00	19.00	18.50	17.06
31-Mar-15	18.00	19.00	18.50	17.06

**Harris And
IPS Balers
Join Forces
For All Your
Baler Needs.**




27-Mar-15	18.00	19.00	18.50	17.06
20-Mar-15	18.00	19.00	18.50	17.06
13-Mar-15	18.00	19.00	18.50	16.81
10-Mar-15	18.00	19.00	18.50	16.81
06-Mar-15	18.00	19.00	18.50	16.81
03-Mar-15	18.00	19.00	18.50	16.81
28-Feb-15	19.00	21.50	20.25	16.34
27-Feb-15	19.00	21.50	20.25	16.34
20-Feb-15	19.00	21.50	20.25	16.34
13-Feb-15	19.00	21.50	20.25	16.09
06-Feb-15	19.00	21.50	20.25	16.09
03-Feb-15	19.00	21.50	20.25	16.09
31-Jan-15	19.00	21.50	20.25	16.09
30-Jan-15	19.00	21.50	20.25	16.09
23-Jan-15	19.00	21.00	20.00	16.31
16-Jan-15	19.00	21.00	20.00	16.31
09-Jan-15	19.00	21.00	20.00	16.31
05-Jan-15	19.00	21.00	20.00	16.31
02-Jan-15	16.00	21.00	18.50	15.63
31-Dec-14	16.00	21.00	18.50	15.63
26-Dec-14	16.00	21.00	18.50	15.63
19-Dec-14	16.00	21.00	18.50	15.63
12-Dec-14	18.00	21.00	19.50	15.44
05-Dec-14	18.00	21.00	19.50	15.44
02-Dec-14	18.00	21.00	19.50	15.69
29-Nov-14	18.00	21.00	19.50	15.69
28-Nov-14	18.00	21.00	19.50	15.69
21-Nov-14	18.00	21.00	19.50	15.69
14-Nov-14	18.00	21.00	19.50	15.69
07-Nov-14	18.00	21.00	19.50	15.69
04-Nov-14	18.00	21.00	19.50	15.69
31-Oct-14	19.00	21.00	20.00	16.00
24-Oct-14	20.00	21.00	20.50	16.25
17-Oct-14	20.00	21.00	20.50	16.25
10-Oct-14	20.00	21.00	20.50	16.28
03-Oct-14	20.00	21.00	20.50	16.28
30-Sep-14	20.00	21.00	20.50	16.28
26-Sep-14	20.00	21.00	20.50	16.28
19-Sep-14	20.00	21.00	20.50	16.28
12-Sep-14	20.00	21.00	20.50	16.25
05-Sep-14	20.00	21.00	20.50	16.25
03-Sep-14	20.00	21.00	20.50	16.25
30-Aug-14	20.00	21.00	20.50	16.25
29-Aug-14	20.00	21.00	20.50	16.25
22-Aug-14	20.00	21.00	20.50	16.25
16-Aug-14	20.00	21.00	20.50	16.25
15-Aug-14	20.00	21.00	20.50	16.25
08-Aug-14	20.00	21.00	20.50	16.25
04-Aug-14	20.00	21.00	20.50	16.25
01-Aug-14	20.00	21.00	20.50	16.25
31-Jul-14	20.00	21.00	20.50	16.25
25-Jul-14	20.00	21.00	20.50	16.25
18-Jul-14	20.00	21.00	20.50	16.31
12-Jul-14	20.00	21.00	20.50	16.31
07-Jul-14	20.00	21.00	20.50	16.31
05-Jul-14	20.00	21.00	20.50	15.50
02-Jul-14	20.00	21.00	20.50	15.50
30-Jun-14	20.00	21.00	20.50	15.50
27-Jun-14	20.00	21.00	20.50	15.50
20-Jun-14	20.00	21.00	20.50	15.50
13-Jun-14	20.00	21.00	20.50	15.50
07-Jun-14	20.00	21.00	20.50	15.50
06-Jun-14	20.00	21.00	20.50	15.50
03-Jun-14	20.00	21.00	20.50	15.50
31-May-14	20.00	21.00	20.50	15.44
30-May-14	20.00	21.00	20.50	15.50
23-May-14	19.00	21.00	20.00	15.06
16-May-14	19.00	21.00	20.00	15.06
09-May-14	19.00	21.00	20.00	15.06
02-May-14	19.00	21.00	20.00	15.06
30-Apr-14	17.00	19.00	18.00	13.75
25-Apr-14	16.00	18.00	17.00	13.13
21-Apr-14	16.00	18.00	17.00	13.13
18-Apr-14	16.00	18.00	17.00	13.13
11-Apr-14	16.00	18.00	17.00	13.13
04-Apr-14	16.00	18.00	17.00	13.13
02-Apr-14	16.00	18.00	17.00	13.13
31-Mar-14	16.00	18.00	17.00	13.13
28-Mar-14	15.00	18.00	16.50	12.81
21-Mar-14	15.00	18.00	16.50	12.81
14-Mar-14	15.00	18.00	16.50	12.81
07-Mar-14	15.00	18.00	16.50	12.81
04-Mar-14	15.00	18.00	16.50	12.81
28-Feb-14	15.00	18.00	16.50	12.81
21-Feb-14	12.00	14.00	13.00	10.44
14-Feb-14	12.00	14.00	13.00	10.44
07-Feb-14	12.00	14.00	13.00	10.44
04-Feb-14	12.00	14.00	13.00	10.44
31-Jan-14	12.00	14.00	13.00	10.44
24-Jan-14	10.00	12.00	11.00	9.13
17-Jan-14	10.00	12.00	11.00	9.13
10-Jan-14	10.00	12.00	11.00	9.13
03-Jan-14	10.00	12.00	11.00	9.13

31-Dec-13	10.00	12.00	11.00	9.13
27-Dec-13	10.00	12.00	11.00	9.13
20-Dec-13	10.00	12.00	11.00	9.13
13-Dec-13	10.00	12.00	11.00	9.13
06-Dec-13	10.00	12.00	11.00	9.13
03-Dec-13	10.00	12.00	11.00	9.13
30-Nov-13	10.00	12.00	11.00	9.13
29-Nov-13	10.00	12.00	11.00	9.13
22-Nov-13	10.00	12.00	11.00	9.13
15-Nov-13	10.00	12.00	11.00	9.13
08-Nov-13	10.00	12.00	11.00	9.13
04-Nov-13	10.00	12.00	11.00	9.13
01-Nov-13	10.00	12.00	11.00	9.13
31-Oct-13	10.00	12.00	11.00	9.19
25-Oct-13	10.00	12.00	11.00	9.19
18-Oct-13	10.00	12.00	11.00	9.19
11-Oct-13	10.00	12.00	11.00	9.19
04-Oct-13	10.00	12.00	11.00	9.19
02-Oct-13	10.00	12.00	11.00	9.19
30-Sep-13	10.00	12.00	11.00	9.19
27-Sep-13	10.00	12.00	11.00	9.19
20-Sep-13	10.00	12.00	11.00	9.06
19-Sep-13	10.00	12.00	11.00	9.00
13-Sep-13	10.00	12.00	11.00	9.00
06-Sep-13	10.00	12.00	11.00	9.00
04-Sep-13	10.00	12.00	11.00	9.00
31-Aug-13	10.00	12.00	11.00	9.13
30-Aug-13	10.00	12.00	11.00	9.13
23-Aug-13	10.00	12.00	11.00	9.13
19-Aug-13	10.00	12.00	11.00	9.13
17-Aug-13	10.00	12.00	11.00	9.13
16-Aug-13	10.00	12.00	11.00	9.13
09-Aug-13	10.00	12.00	11.00	9.13
02-Aug-13	10.00	12.00	11.00	9.13
31-Jul-13	10.00	12.00	11.00	9.13
26-Jul-13	10.00	12.00	11.00	9.13
19-Jul-13	10.00	12.00	11.00	9.13
12-Jul-13	10.00	12.00	11.00	9.25
05-Jul-13	10.00	12.00	11.00	9.25
02-Jul-13	10.00	12.00	11.00	9.25
29-Jun-13	10.00	12.00	11.00	9.25
28-Jun-13	10.00	12.00	11.00	9.25
26-Jun-13	--	--	--	0.00

For information on prior Historical Pricing call 1-877-825-6555

*** Rows highlighted in yellow indicate that the price changed on that date**

Notes:

This chart represents prices recyclers are paying for loose material. The data is intended to reflect pricing trends in all regions. Prices listed are in U.S. dollars per ton delivered to the door, unless otherwise noted.

Historical Data summarizes the low, median and high prices, including National averages.

Price ranges are the result of information provided weekly by the industry and do not reflect the opinions of the publisher. This index is for reference purposes only and does not infer the commitment to buy or sell at the reported price.

Subscribers are urged to use several industry price indexes available in combination with the above referenced prices in gaining a broader information and polling base when tracking numbers. While any one single index can provide useful information to the reader, it cannot capture buying, selling or production practices that are unique to any given business.

Price Index Content Copyright 2015 by Recycling Data Management Corporation

[Back](#) | [Top of Page](#) | [Secondary Fiber Pricing \(SFP\)](#)

[HOME](#) | [MEMBERSHIP OPTIONS](#) | [LIST MY COMPANY](#) | [ADVERTISE](#)

For Assistance, call 1-330-956-8911 or 1-877-825-6555

Copyright© 2001-2015 RecyclingMarkets.net

RECYCLINGMARKETS.NET



BUILT TO LAST

Over 50 Years
Serving the
Recycling
Industries

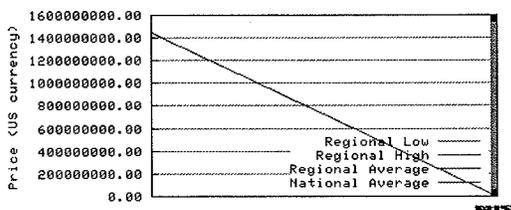
4101 Crusher Drive
O'Fallon, MO 63368-8095
Phone: 636-441-8600
Fax: 636-441-8611
www.hustler-conveyor.com



NEW & USED SCRAP HANDLING AND PROCESSING EQUIPMENT

- [Home](#)
- [Commodity Pricing](#)
- [Recycling Markets](#)
- [Equipment/Consultants](#)
- [About Us](#)
- [Memberships](#)

HOUSTON (Southcentral USA) Metals Steel Cans (Sorted, Baled, \$/ton picked up)



Pricing History

Date	Regional Low Price	Regional High Price	Regional Average	National Average
24-Dec-15	18.00	20.00	19.00	29.86
18-Dec-15	22.00	25.00	23.50	30.50
11-Dec-15	22.00	25.00	23.50	30.79
04-Dec-15	22.00	25.00	23.50	30.79
02-Dec-15	22.00	25.00	23.50	30.79
30-Nov-15	25.00	35.00	30.00	31.71
27-Nov-15	25.00	35.00	30.00	31.71
20-Nov-15	40.00	42.00	41.00	33.29
13-Nov-15	40.00	42.00	41.00	33.00
09-Nov-15	40.00	42.00	41.00	33.00
06-Nov-15	40.00	42.00	41.00	33.00
03-Nov-15	40.00	42.00	41.00	33.00
31-Oct-15	--	--	--	53.75
30-Oct-15	--	--	--	53.75

For information on prior Historical Pricing call 1-877-825-6555

* Rows highlighted in yellow indicate that the price changed on that date

Notes:

This chart represents prices recyclers are paying for loose material. The data is intended to reflect pricing trends in all regions. Prices listed are in U.S. dollars per ton delivered to the door, unless otherwise noted.

Historical Data summarizes the low, median and high prices, including National averages.

Price ranges are the result of information provided weekly by the industry and do not reflect the opinions of the publisher. This index is for reference purposes only and does not infer the commitment to buy or sell at the reported price.

Subscribers are urged to use several industry price indexes available in combination with the above referenced prices in gaining a broader information and polling base when tracking numbers. While any one single index can provide useful information to the reader, it cannot capture buying, selling or production practices that are unique to any given business.

Price Index Content Copyright 2015 by Recycling Data Management Corporation

[Back](#) | [Top of Page](#) | [Secondary Fiber Pricing \(SFP\)](#)

[HOME](#) | [MEMBERSHIP OPTIONS](#) | [LIST MY COMPANY](#) | [ADVERTISE](#)

For Assistance, call 1-330-956-8911 or 1-877-825-6555

Copyright© 2001-2015 RecyclingMarkets.net

Harris And
IPS Balers
Join Forces
For All Your
Baler Needs.




RECYCLINGMARKETS.NET



BUILT TO LAST

Over 50 Years
Serving the
Recycling
Industries

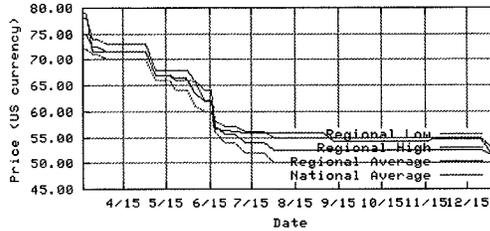
4101 Crusher Drive
O Fallon, MO 63328-8095
Phone: 636-441-8600
Fax: 636-441-8611
www.husfor-conveyor.com



**Manufacturing mixed solid waste,
recycling and scrap processing
equipment for 40 years**

- Home
- Commodity Pricing
- Recycling Markets
- Equipment/Consultants
- About Us
- Memberships

**HOUSTON (Southcentral USA)
Metals Aluminum Cans (Sorted, Baled, ¢/lb, picked up)**



Pricing History

Date	Regional Low Price	Regional High Price	Regional Average	National Average
24-Dec-15	50.00	53.00	51.50	51.75
18-Dec-15	50.00	53.00	51.50	51.75
11-Dec-15	50.00	55.00	52.50	54.75
04-Dec-15	50.00	55.00	52.50	54.75
02-Dec-15	50.00	55.00	52.50	54.75
30-Nov-15	50.00	55.00	52.50	54.75
27-Nov-15	50.00	55.00	52.50	54.75
20-Nov-15	50.00	55.00	52.50	54.75
13-Nov-15	50.00	55.00	52.50	54.75
09-Nov-15	50.00	55.00	52.50	54.75
06-Nov-15	50.00	55.00	52.50	54.75
03-Nov-15	50.00	55.00	52.50	54.06
31-Oct-15	50.00	55.00	52.50	54.13
30-Oct-15	50.00	55.00	52.50	54.13
23-Oct-15	50.00	55.00	52.50	54.13
16-Oct-15	50.00	55.00	52.50	54.13
09-Oct-15	50.00	55.00	52.50	54.13
02-Oct-15	50.00	55.00	52.50	54.13
30-Sep-15	50.00	55.00	52.50	54.13
25-Sep-15	50.00	55.00	52.50	54.13
23-Sep-15	50.00	55.00	52.50	54.13
18-Sep-15	50.00	55.00	52.50	54.13
11-Sep-15	50.00	55.00	52.50	54.13
04-Sep-15	50.00	55.00	52.50	54.13
02-Sep-15	50.00	55.00	52.50	54.13
31-Aug-15	50.00	55.00	52.50	54.13
28-Aug-15	50.00	55.00	52.50	54.13
21-Aug-15	50.00	55.00	52.50	55.75
14-Aug-15	50.00	55.00	52.50	55.75
07-Aug-15	50.00	55.00	52.50	55.75
04-Aug-15	50.00	55.00	52.50	55.75
31-Jul-15	50.00	55.00	52.50	55.75
24-Jul-15	50.00	55.00	52.50	55.75
17-Jul-15	50.00	55.00	52.50	55.75
10-Jul-15	52.00	56.00	54.00	55.94
02-Jul-15	52.00	56.00	54.00	55.94
30-Jun-15	52.00	56.00	54.00	55.94
26-Jun-15	52.00	56.00	54.00	55.94
19-Jun-15	54.00	57.00	55.50	56.13
12-Jun-15	54.00	57.00	55.50	56.38
05-Jun-15	56.00	58.00	57.00	56.56
02-Jun-15	60.00	64.00	62.00	62.19
30-May-15	60.00	64.00	62.00	62.19
29-May-15	60.00	64.00	62.00	62.19
22-May-15	61.00	66.00	63.50	65.75
16-May-15	64.00	68.00	66.00	66.06
15-May-15	64.00	68.00	66.00	66.50
08-May-15	64.00	68.00	66.00	66.50
04-May-15	66.00	68.00	67.00	66.88
01-May-15	66.00	68.00	67.00	66.88
30-Apr-15	66.00	68.00	67.00	66.88
24-Apr-15	66.00	68.00	67.00	66.88
17-Apr-15	70.00	73.00	71.50	71.50
10-Apr-15	70.00	73.00	71.50	71.50
03-Apr-15	70.00	73.00	71.50	71.50
02-Apr-15	70.00	73.00	71.50	71.50
31-Mar-15	70.00	73.00	71.50	71.50

**Harris And
IPS Balers
Join Forces
For All Your
Baler Needs.**




**STERNE
CONSULTING**

27-Mar-15	70.00	73.00	71.50	71.50
20-Mar-15	70.00	73.00	71.50	71.50
13-Mar-15	71.00	74.00	72.50	71.63
10-Mar-15	71.00	74.00	72.50	71.63
06-Mar-15	72.00	78.00	75.00	78.75
03-Mar-15	72.00	78.00	75.00	79.19
28-Feb-15	72.00	78.00	75.00	79.19
27-Feb-15	72.00	78.00	75.00	79.19
20-Feb-15	72.00	78.00	75.00	79.19
13-Feb-15	72.00	78.00	75.00	79.19
06-Feb-15	72.00	78.00	75.00	79.19
03-Feb-15	72.00	78.00	75.00	79.19
31-Jan-15	75.00	78.00	76.50	77.31
30-Jan-15	75.00	78.00	76.50	77.31
23-Jan-15	75.00	78.00	76.50	77.31
16-Jan-15	75.00	78.00	76.50	77.31
09-Jan-15	77.00	80.00	78.50	77.56
05-Jan-15	77.00	80.00	78.50	77.56
02-Jan-15	77.00	80.00	78.50	77.56
31-Dec-14	77.00	80.00	78.50	77.56
26-Dec-14	77.00	80.00	78.50	77.56
19-Dec-14	77.00	80.00	78.50	77.56
12-Dec-14	77.00	80.00	78.50	77.56
05-Dec-14	77.00	80.00	78.50	77.56
02-Dec-14	77.00	80.00	78.50	77.56
29-Nov-14	77.00	80.00	78.50	77.56
28-Nov-14	77.00	80.00	78.50	77.56
21-Nov-14	77.00	80.00	78.50	77.56
14-Nov-14	77.00	80.00	78.50	77.56
07-Nov-14	77.00	80.00	78.50	77.56
04-Nov-14	77.00	80.00	78.50	77.56
31-Oct-14	77.00	80.00	78.50	77.56
24-Oct-14	77.00	80.00	78.50	77.56
17-Oct-14	77.00	80.00	78.50	77.56
10-Oct-14	77.00	80.00	78.50	77.56
03-Oct-14	77.00	80.00	78.50	77.56
30-Sep-14	77.00	80.00	78.50	77.56
26-Sep-14	77.00	80.00	78.50	77.56
19-Sep-14	77.00	80.00	78.50	77.56
12-Sep-14	77.00	80.00	78.50	77.56
05-Sep-14	77.00	80.00	78.50	77.56
03-Sep-14	77.00	80.00	78.50	77.56
30-Aug-14	77.00	80.00	78.50	77.56
29-Aug-14	77.00	80.00	78.50	77.56
22-Aug-14	77.00	80.00	78.50	77.56
16-Aug-14	77.00	80.00	78.50	77.56
15-Aug-14	77.00	80.00	78.50	77.56
08-Aug-14	77.00	80.00	78.50	77.56
04-Aug-14	77.00	80.00	78.50	77.56
01-Aug-14	77.00	80.00	78.50	77.56
31-Jul-14	77.00	80.00	78.50	77.56
25-Jul-14	77.00	80.00	78.50	77.56
18-Jul-14	77.00	80.00	78.50	77.56
12-Jul-14	77.00	80.00	78.50	77.56
07-Jul-14	77.00	80.00	78.50	77.56
05-Jul-14	77.00	80.00	78.50	77.56
02-Jul-14	77.00	80.00	78.50	77.56
30-Jun-14	77.00	80.00	78.50	77.56
27-Jun-14	77.00	80.00	78.50	77.56
20-Jun-14	77.00	80.00	78.50	77.56
13-Jun-14	77.00	80.00	78.50	77.56
07-Jun-14	77.00	80.00	78.50	77.56
06-Jun-14	77.00	80.00	78.50	77.56
03-Jun-14	77.00	78.00	77.50	76.94
31-May-14	77.00	78.00	77.50	76.94
30-May-14	77.00	78.00	77.50	76.94
23-May-14	77.00	80.00	78.50	78.06
16-May-14	77.00	80.00	78.50	78.06
09-May-14	77.00	80.00	78.50	78.06
02-May-14	83.00	85.00	84.00	83.25
30-Apr-14	83.00	85.00	84.00	83.25
25-Apr-14	83.00	85.00	84.00	83.25
21-Apr-14	83.00	85.00	84.00	83.25
18-Apr-14	83.00	85.00	84.00	83.25
11-Apr-14	80.00	82.00	81.00	80.44
04-Apr-14	72.00	76.00	74.00	73.63
02-Apr-14	72.00	76.00	74.00	73.63
31-Mar-14	72.00	76.00	74.00	73.63
28-Mar-14	72.00	76.00	74.00	73.63
21-Mar-14	72.00	76.00	74.00	73.63
14-Mar-14	72.00	76.00	74.00	73.63
07-Mar-14	72.00	76.00	74.00	73.63
04-Mar-14	72.00	76.00	74.00	73.63
28-Feb-14	72.00	76.00	74.00	73.63
21-Feb-14	66.00	71.00	68.50	68.50
14-Feb-14	66.00	71.00	68.50	68.50
07-Feb-14	66.00	71.00	68.50	68.50
04-Feb-14	66.00	71.00	68.50	68.50
31-Jan-14	66.00	71.00	68.50	68.50
24-Jan-14	65.00	70.00	67.50	66.88
17-Jan-14	65.00	70.00	67.50	66.88
10-Jan-14	65.00	70.00	67.50	66.88
03-Jan-14	65.00	70.00	67.50	66.88

31-Dec-13	65.00	70.00	67.50	66.88
27-Dec-13	65.00	70.00	67.50	66.88
20-Dec-13	65.00	70.00	67.50	66.88
13-Dec-13	65.00	70.00	67.50	66.88
06-Dec-13	65.00	70.00	67.50	66.88
03-Dec-13	65.00	70.00	67.50	66.88
30-Nov-13	67.00	70.00	68.50	67.88
29-Nov-13	67.00	70.00	68.50	67.88
22-Nov-13	67.00	70.00	68.50	67.88
15-Nov-13	67.00	70.00	68.50	67.88
08-Nov-13	67.00	70.00	68.50	67.88
04-Nov-13	67.00	70.00	68.50	68.13
01-Nov-13	67.00	70.00	68.50	67.88
31-Oct-13	69.00	72.00	70.50	69.50
25-Oct-13	69.00	72.00	70.50	69.50
18-Oct-13	69.00	72.00	70.50	69.50
11-Oct-13	69.00	72.00	70.50	69.50
04-Oct-13	69.00	72.00	70.50	69.50
02-Oct-13	69.00	72.00	70.50	69.50
30-Sep-13	69.00	72.00	70.50	69.56
27-Sep-13	69.00	72.00	70.50	69.56
20-Sep-13	66.00	69.00	67.50	67.06
19-Sep-13	65.00	68.00	66.50	66.44
13-Sep-13	71.00	72.00	71.50	71.94
06-Sep-13	71.00	72.00	71.50	71.94
04-Sep-13	71.00	72.00	71.50	71.94
31-Aug-13	71.00	72.00	71.50	71.94
30-Aug-13	71.00	72.00	71.50	71.94
23-Aug-13	71.00	72.00	71.50	71.94
19-Aug-13	71.00	72.00	71.50	71.94
17-Aug-13	71.00	72.00	71.50	71.94
16-Aug-13	71.00	72.00	71.50	71.94
09-Aug-13	71.00	72.00	71.50	70.88
02-Aug-13	71.00	72.00	71.50	70.88
31-Jul-13	71.00	72.00	71.50	71.00
26-Jul-13	71.00	72.00	71.50	71.00
19-Jul-13	71.00	72.00	71.50	71.00
12-Jul-13	71.00	72.00	71.50	71.00
05-Jul-13	71.00	72.00	71.50	71.00
02-Jul-13	71.00	72.00	71.50	71.00
29-Jun-13	72.00	73.00	72.50	71.75
28-Jun-13	72.00	73.00	72.50	71.75
26-Jun-13	74.00	75.00	74.50	73.44
21-Jun-13	74.00	75.00	74.50	73.44
14-Jun-13	74.00	75.00	74.50	73.44
07-Jun-13	74.00	75.00	74.50	73.44
04-Jun-13	74.00	75.00	74.50	73.44
31-May-13	74.00	75.00	74.50	73.44
24-May-13	74.00	75.00	74.50	73.44
17-May-13	74.00	75.00	74.50	73.44
15-May-13	74.00	75.00	74.50	73.44
10-May-13	74.00	75.00	74.50	73.44
03-May-13	75.00	76.00	75.50	74.31
02-May-13	75.00	76.00	75.50	74.31
30-Apr-13	75.00	76.00	75.50	74.31
26-Apr-13	75.00	76.00	75.50	74.31
19-Apr-13	75.00	76.00	75.50	74.25
12-Apr-13	75.00	76.00	75.50	74.25
05-Apr-13	76.00	77.00	76.50	75.31
02-Apr-13	76.00	77.00	76.50	75.31
30-Mar-13	76.00	77.00	76.50	74.94
29-Mar-13	76.00	77.00	76.50	75.31
22-Mar-13	76.00	77.00	76.50	75.13
15-Mar-13	76.00	77.00	76.50	75.50
08-Mar-13	76.00	77.00	76.50	75.50
04-Mar-13	78.00	80.00	79.00	78.94
01-Mar-13	78.00	80.00	79.00	78.94
28-Feb-13	78.00	80.00	79.00	78.94
22-Feb-13	78.00	80.00	79.00	79.13
15-Feb-13	78.00	80.00	79.00	79.13
08-Feb-13	78.00	80.00	79.00	79.13
04-Feb-13	78.00	80.00	79.00	79.13
31-Jan-13	78.00	80.00	79.00	79.13
29-Jan-13	78.00	80.00	79.00	79.13
28-Jan-13	78.00	80.00	79.00	79.13
25-Jan-13	78.00	80.00	79.00	79.13
18-Jan-13	78.00	80.00	79.00	79.13
11-Jan-13	78.00	80.00	79.00	79.13
03-Jan-13	78.00	80.00	79.00	79.13
31-Dec-12	78.00	80.00	79.00	79.13
21-Dec-12	78.00	80.00	79.00	79.63
14-Dec-12	78.00	80.00	79.00	79.75
07-Dec-12	76.00	78.00	77.00	77.88
04-Dec-12	76.00	78.00	77.00	77.88
30-Nov-12	76.00	78.00	77.00	77.88
26-Nov-12	72.00	74.00	73.00	72.13
16-Nov-12	72.00	74.00	73.00	72.13
09-Nov-12	72.00	74.00	73.00	72.13
02-Nov-12	74.00	75.00	74.50	73.50
31-Oct-12	74.00	75.00	74.50	73.50
30-Oct-12	76.00	78.00	77.00	75.25
29-Oct-12	76.00	78.00	77.00	75.25
22-Oct-12	76.00	78.00	77.00	75.25

12-Oct-12	80.00	81.00	80.50	78.56
06-Oct-12	80.00	81.00	80.50	78.56
03-Oct-12	80.00	81.00	80.50	78.56
01-Oct-12	80.00	81.00	80.50	78.94
29-Sep-12	76.00	79.00	77.50	76.06
24-Sep-12	76.00	79.00	77.50	76.06
17-Sep-12	76.00	79.00	77.50	76.06
14-Sep-12	76.00	79.00	77.50	76.06
06-Sep-12	70.00	71.00	70.50	69.06
31-Aug-12	70.00	71.00	70.50	69.06
27-Aug-12	70.00	71.00	70.50	69.06
20-Aug-12	70.00	71.00	70.50	69.06
13-Aug-12	70.00	71.00	70.50	68.50
03-Aug-12	70.00	71.00	70.50	68.50
02-Aug-12	70.00	71.00	70.50	68.50
31-Jul-12	70.00	71.00	70.50	68.50
30-Jul-12	70.00	71.00	70.50	68.50
23-Jul-12	70.00	71.00	70.50	68.50
13-Jul-12	70.00	71.00	70.50	68.50
06-Jul-12	70.00	71.00	70.50	68.50
30-Jun-12	70.00	71.00	70.50	68.50
25-Jun-12	70.00	71.00	70.50	70.13
18-Jun-12	70.00	71.00	70.50	70.13
12-Jun-12	71.00	73.00	72.00	71.88
04-Jun-12	71.00	73.00	72.00	71.88
31-May-12	73.00	74.00	73.50	73.31
25-May-12	73.00	74.00	73.50	73.31
24-May-12	73.00	74.00	73.50	73.31
21-May-12	73.00	74.00	73.50	73.31
14-May-12	73.00	74.00	73.50	73.31
07-May-12	74.00	75.00	74.50	74.31
02-May-12	74.00	75.00	74.50	74.31
30-Apr-12	74.00	76.00	75.00	74.75
27-Apr-12	75.00	77.00	76.00	75.25
23-Apr-12	75.00	77.00	76.00	75.25
16-Apr-12	75.00	77.00	76.00	75.69
09-Apr-12	77.00	79.00	78.00	77.56
02-Apr-12	77.00	79.00	78.00	77.56
31-Mar-12	79.00	81.00	80.00	80.69
26-Mar-12	79.00	81.00	80.00	80.69
22-Mar-12	79.00	81.00	80.00	82.40
19-Mar-12	79.00	81.00	80.00	80.69
09-Mar-12	80.00	82.00	81.00	81.75
03-Mar-12	80.00	82.00	81.00	81.75
02-Mar-12	79.00	81.00	80.00	80.06
01-Mar-12	79.00	81.00	80.00	80.06
29-Feb-12	79.00	81.00	80.00	80.06
24-Feb-12	79.00	81.00	80.00	80.06
20-Feb-12	79.00	81.00	80.00	80.06
13-Feb-12	79.00	81.00	80.00	80.06
06-Feb-12	79.00	81.00	80.00	80.06
31-Jan-12	79.00	81.00	80.00	80.06
23-Jan-12	75.00	77.00	76.00	75.25
13-Jan-12	70.00	72.00	71.00	70.38
06-Jan-12	70.00	72.00	71.00	70.38
31-Dec-11	70.00	72.00	71.00	70.38
30-Dec-11	70.00	72.00	71.00	70.38
26-Dec-11	70.00	72.00	71.00	70.38
19-Dec-11	79.00	81.00	80.00	79.00
12-Dec-11	79.00	81.00	80.00	79.00
02-Dec-11	79.00	81.00	80.00	78.94
30-Nov-11	78.00	81.00	79.50	78.81
25-Nov-11	78.00	81.00	79.50	78.81
15-Nov-11	78.00	81.00	79.50	78.81
08-Nov-11	78.00	81.00	79.50	78.81
02-Nov-11	78.00	81.00	79.50	78.81
31-Oct-11	78.00	81.00	79.50	78.81
28-Oct-11	78.00	81.00	79.50	78.81
19-Oct-11	78.00	81.00	79.50	78.81
12-Oct-11	78.00	81.00	79.50	78.81
05-Oct-11	78.00	81.00	79.50	78.81
03-Oct-11	78.00	82.00	80.00	79.25
30-Sep-11	78.00	82.00	80.00	79.25
26-Sep-11	89.00	90.00	89.50	87.94
19-Sep-11	89.00	90.00	89.50	87.94
14-Sep-11	89.00	90.00	89.50	87.94
07-Sep-11	89.00	90.00	89.50	87.94
31-Aug-11	89.00	90.00	89.50	87.94
26-Aug-11	89.00	90.00	89.50	87.94
23-Aug-11	89.00	90.00	89.50	87.94
18-Aug-11	89.00	90.00	89.50	87.94
15-Aug-11	89.00	90.00	89.50	87.94
05-Aug-11	89.00	90.00	89.50	87.94
30-Jul-11	89.00	90.00	89.50	87.94
28-Jul-11	89.00	90.00	89.50	87.94
26-Jul-11	89.00	90.00	89.50	87.94
18-Jul-11	89.00	90.00	89.50	87.94
11-Jul-11	91.00	92.00	91.50	89.69
05-Jul-11	91.00	92.00	91.50	89.69
30-Jun-11	92.00	97.00	94.50	93.44
27-Jun-11	92.00	97.00	94.50	94.69
20-Jun-11	92.00	97.00	94.50	94.69
13-Jun-11	92.00	97.00	94.50	94.69

06-Jun-11	92.00	97.00	94.50	95.19
31-May-11	92.00	97.00	94.50	95.19
23-May-11	92.00	97.00	94.50	96.31
16-May-11	92.00	97.00	94.50	96.31
06-May-11	92.00	97.00	94.50	96.31
30-Apr-11	90.00	95.00	92.50	94.13
25-Apr-11	87.00	90.00	88.50	91.50
18-Apr-11	87.00	90.00	88.50	91.50
11-Apr-11	87.00	90.00	88.50	91.50
04-Apr-11	86.00	89.00	87.50	89.94
31-Mar-11	84.00	88.00	86.00	88.06
28-Mar-11	84.00	88.00	86.00	88.06
22-Mar-11	84.00	88.00	86.00	88.06
11-Mar-11	82.00	87.00	84.50	86.88
07-Mar-11	82.00	87.00	84.50	86.88
28-Feb-11	80.00	85.00	82.50	85.69
22-Feb-11	80.00	85.00	82.50	85.69
14-Feb-11	80.00	85.00	82.50	85.69
04-Feb-11	80.00	85.00	82.50	85.69
31-Jan-11	79.00	82.00	80.50	82.69
25-Jan-11	79.00	82.00	80.50	82.19
19-Jan-11	79.00	82.00	80.50	82.19
11-Jan-11	79.00	82.00	80.50	82.19
05-Jan-11	79.00	82.00	80.50	82.19
31-Dec-10	79.00	82.00	80.50	82.19
20-Dec-10	78.00	80.00	79.00	80.38
13-Dec-10	78.00	80.00	79.00	80.38
08-Dec-10	78.00	80.00	79.00	80.38
06-Dec-10	78.00	80.00	79.00	80.38
04-Dec-10	78.00	80.00	79.00	80.38
30-Nov-10	78.00	80.00	79.00	80.38
23-Nov-10	78.00	80.00	79.00	80.38
16-Nov-10	78.00	80.00	79.00	80.69
09-Nov-10	78.00	80.00	79.00	80.69
08-Nov-10	76.00	78.00	77.00	79.13
03-Nov-10	76.00	78.00	77.00	79.13
02-Nov-10	76.00	78.00	77.00	78.75
30-Oct-10	76.00	78.00	77.00	78.88
25-Oct-10	76.00	78.00	77.00	78.88
18-Oct-10	75.00	77.00	76.00	77.88
15-Oct-10	75.00	77.00	76.00	77.88
12-Oct-10	75.00	77.00	76.00	77.88
04-Oct-10	75.00	77.00	76.00	77.88
30-Sep-10	70.00	73.00	71.50	73.25
28-Sep-10	67.00	70.00	68.50	70.13
27-Sep-10	67.00	70.00	68.50	70.13
20-Sep-10	67.00	70.00	68.50	70.13
14-Sep-10	67.00	70.00	68.50	70.13
13-Sep-10	67.00	70.00	68.50	70.13
03-Sep-10	67.00	70.00	68.50	70.13
31-Aug-10	67.00	70.00	68.50	70.13
27-Aug-10	67.00	70.00	68.50	70.13
23-Aug-10	67.00	70.00	68.50	70.13
16-Aug-10	67.00	70.00	68.50	70.38
05-Aug-10	67.00	70.00	68.50	70.38
31-Jul-10	65.00	67.00	66.00	67.38
26-Jul-10	65.00	67.00	66.00	67.38
19-Jul-10	65.00	67.00	66.00	67.38
12-Jul-10	65.00	67.00	66.00	66.75
06-Jul-10	65.00	67.00	66.00	66.75
02-Jul-10	65.00	67.00	66.00	66.75
30-Jun-10	65.00	67.00	66.00	66.75
25-Jun-10	65.00	67.00	66.00	66.75
21-Jun-10	65.00	67.00	66.00	66.75
17-Jun-10	65.00	67.00	66.00	66.75
11-Jun-10	65.00	67.00	66.00	66.75
03-Jun-10	71.00	73.00	72.00	72.00
31-May-10	71.00	73.00	72.00	72.00
28-May-10	71.00	73.00	72.00	72.00
21-May-10	71.00	73.00	72.00	72.00
14-May-10	73.00	75.00	74.00	73.75
10-May-10	73.00	75.00	74.00	73.75
03-May-10	75.00	78.00	76.50	76.31
30-Apr-10	75.00	78.00	76.50	77.31
23-Apr-10	75.00	78.00	76.50	77.31
16-Apr-10	75.00	78.00	76.50	77.31
15-Apr-10	71.00	73.00	72.00	74.93
09-Apr-10	71.00	73.00	72.00	72.94
05-Apr-10	71.00	73.00	72.00	72.94
31-Mar-10	71.00	73.00	72.00	72.94
26-Mar-10	70.00	72.00	71.00	72.19
19-Mar-10	70.00	72.00	71.00	72.19
12-Mar-10	70.00	72.00	71.00	72.19
05-Mar-10	70.00	72.00	71.00	71.31
27-Feb-10	70.00	72.00	71.00	71.31
25-Feb-10	70.00	72.00	71.00	71.31
19-Feb-10	70.00	72.00	71.00	71.31
12-Feb-10	70.00	72.00	71.00	71.31
05-Feb-10	70.00	72.00	71.00	73.06
01-Feb-10	70.00	72.00	71.00	73.06
30-Jan-10	70.00	72.00	71.00	73.06
27-Jan-10	70.00	72.00	71.00	73.19
26-Jan-10	70.00	72.00	71.00	73.19

20-Jan-10	70.00	72.00	71.00	73.07
15-Jan-10	70.00	72.00	71.00	73.19
08-Jan-10	70.00	72.00	71.00	73.19
31-Dec-09	65.00	70.00	67.50	70.81
21-Dec-09	60.00	65.00	62.50	67.44
14-Dec-09	60.00	65.00	62.50	67.44
07-Dec-09	60.00	65.00	62.50	67.44
30-Nov-09	56.00	58.00	57.00	64.88
23-Nov-09	56.00	58.00	57.00	64.88
19-Nov-09	56.00	58.00	57.00	60.25
16-Nov-09	56.00	58.00	57.00	63.06
11-Nov-09	56.00	58.00	57.00	63.06
09-Nov-09	56.00	58.00	57.00	63.31
31-Oct-09	54.00	56.00	55.00	59.50
23-Oct-09	54.00	56.00	55.00	59.50
19-Oct-09	54.00	56.00	55.00	59.50
09-Oct-09	54.00	56.00	55.00	58.56
05-Oct-09	54.00	56.00	55.00	58.56
30-Sep-09	54.00	56.00	55.00	58.56
24-Sep-09	58.00	60.00	59.00	61.00
21-Sep-09	58.00	60.00	59.00	61.63
17-Sep-09	58.00	60.00	59.00	61.63
14-Sep-09	58.00	60.00	59.00	61.63
08-Sep-09	58.00	60.00	59.00	61.63
31-Aug-09	58.00	60.00	59.00	62.00
24-Aug-09	58.00	60.00	59.00	62.00
17-Aug-09	58.00	60.00	59.00	61.06
10-Aug-09	58.00	60.00	59.00	60.44
31-Jul-09	56.00	58.00	57.00	59.25
27-Jul-09	48.00	52.00	50.00	53.00
20-Jul-09	48.00	52.00	50.00	53.00
10-Jul-09	47.00	50.00	48.50	50.31
06-Jul-09	46.00	48.00	47.00	48.63
30-Jun-09	46.00	48.00	47.00	48.63
26-Jun-09	46.00	48.00	47.00	48.63
19-Jun-09	46.00	48.00	47.00	48.63
12-Jun-09	45.00	48.00	46.50	46.31
05-Jun-09	45.00	48.00	46.50	45.81
30-May-09	45.00	48.00	46.50	45.81
22-May-09	45.00	48.00	46.50	45.25
18-May-09	45.00	48.00	46.50	45.25
11-May-09	45.00	48.00	46.50	45.25
30-Apr-09	45.00	48.00	46.50	45.25
27-Apr-09	45.00	48.00	46.50	45.25
21-Apr-09	45.00	48.00	46.50	44.75
13-Apr-09	45.00	48.00	46.50	44.75
06-Apr-09	45.00	48.00	46.50	44.75
31-Mar-09	45.00	48.00	46.50	44.75
30-Mar-09	45.00	48.00	46.50	44.75
23-Mar-09	45.00	48.00	46.50	44.75
16-Mar-09	45.00	48.00	46.50	43.50
09-Mar-09	45.00	48.00	46.50	43.50
28-Feb-09	45.00	48.00	46.50	43.50
23-Feb-09	45.00	48.00	46.50	43.50
16-Feb-09	45.00	48.00	46.50	43.88
09-Feb-09	45.00	48.00	46.50	43.69
31-Jan-09	45.00	48.00	46.50	43.69
23-Jan-09	45.00	48.00	46.50	44.63
16-Jan-09	45.00	48.00	46.50	45.50
12-Jan-09	45.00	48.00	46.50	44.88
31-Dec-08	65.00	67.00	66.00	60.69
24-Dec-08	65.00	67.00	66.00	60.69
12-Dec-08	65.00	67.00	66.00	60.69
05-Dec-08	65.00	67.00	66.00	60.69
30-Nov-08	65.00	67.00	66.00	60.69
28-Nov-08	65.00	67.00	66.00	60.69
21-Nov-08	65.00	67.00	66.00	60.69
14-Nov-08	65.00	67.00	66.00	66.94
04-Nov-08	65.00	67.00	66.00	66.94
31-Oct-08	68.00	70.00	69.00	75.31
29-Oct-08	68.00	70.00	69.00	75.31
23-Oct-08	68.00	70.00	69.00	75.31
17-Oct-08	68.00	70.00	69.00	75.31
10-Oct-08	78.00	80.00	79.00	81.19
03-Oct-08	78.00	80.00	79.00	81.33
30-Sep-08	78.00	80.00	79.00	81.19
26-Sep-08	90.00	92.00	91.00	93.94
24-Sep-08	90.00	92.00	91.00	93.94
16-Sep-08	90.00	92.00	91.00	93.94
09-Sep-08	90.00	92.00	91.00	93.94
05-Sep-08	90.00	92.00	91.00	93.94
30-Aug-08	90.00	92.00	91.00	93.94
27-Aug-08	90.00	92.00	91.00	93.94
18-Aug-08	90.00	92.00	91.00	93.94
07-Aug-08	90.00	92.00	91.00	93.94
31-Jul-08	90.00	92.00	91.00	93.94
25-Jul-08	90.00	92.00	91.00	93.94
15-Jul-08	90.00	92.00	91.00	93.94
03-Jul-08	90.00	92.00	91.00	93.94
30-Jun-08	90.00	92.00	91.00	93.94
23-Jun-08	90.00	92.00	91.00	91.13
16-Jun-08	90.00	92.00	91.00	91.13
09-Jun-08	90.00	92.00	91.00	91.13

31-May-08	90.00	92.00	91.00	91.13
30-May-08	90.00	92.00	91.00	91.13
23-May-08	90.00	92.00	91.00	91.13
19-May-08	90.00	92.00	91.00	91.13
15-May-08	90.00	92.00	91.00	93.00
06-May-08	90.00	92.00	91.00	91.13
30-Apr-08	90.00	92.00	91.00	91.13
22-Apr-08	90.00	92.00	91.00	91.13
11-Apr-08	90.00	92.00	91.00	91.13
07-Apr-08	90.00	92.00	91.00	91.13
31-Mar-08	90.00	92.00	91.00	91.13
28-Mar-08	90.00	92.00	91.00	91.13
25-Mar-08	90.00	92.00	91.00	91.13
10-Mar-08	90.00	92.00	91.00	91.13
29-Feb-08	90.00	92.00	91.00	91.13
22-Feb-08	75.00	78.00	76.50	78.19
08-Feb-08	75.00	78.00	76.50	78.19
31-Jan-08	75.00	78.00	76.50	78.19
25-Jan-08	75.00	78.00	76.50	78.19
11-Jan-08	75.00	78.00	76.50	78.19
10-Jan-08	75.00	78.00	76.50	78.19
31-Dec-07	75.00	78.00	76.50	78.19
19-Dec-07	75.00	78.00	76.50	78.19
07-Dec-07	75.00	78.00	76.50	78.19
30-Nov-07	75.00	78.00	76.50	78.19
26-Nov-07	74.00	75.00	74.50	77.44
13-Nov-07	74.00	75.00	74.50	77.44
07-Nov-07	74.00	75.00	74.50	77.44
31-Oct-07	74.00	75.00	74.50	77.44
25-Oct-07	74.00	75.00	74.50	77.44
19-Oct-07	74.00	75.00	74.50	77.44
12-Oct-07	74.00	75.00	74.50	77.44
09-Oct-07	74.00	75.00	74.50	77.44
03-Oct-07	74.00	75.00	74.50	77.44
29-Sep-07	74.00	75.00	74.50	77.44
28-Sep-07	74.00	75.00	74.50	74.50
20-Sep-07	81.00	85.00	83.00	78.56
10-Sep-07	81.00	85.00	83.00	78.63
31-Aug-07	81.00	85.00	83.00	83.63
23-Aug-07	81.00	85.00	83.00	83.63
13-Aug-07	81.00	85.00	83.00	86.25
06-Aug-07	81.00	85.00	83.00	86.25
31-Jul-07	81.00	85.00	83.00	86.38
24-Jul-07	81.00	85.00	83.00	86.38
09-Jul-07	81.00	85.00	83.00	86.38
03-Jul-07	81.00	85.00	83.00	86.38
30-Jun-07	81.00	85.00	83.00	86.38
25-Jun-07	90.00	93.00	91.50	93.06
14-Jun-07	90.00	93.00	91.50	93.06
07-Jun-07	90.00	93.00	91.50	93.06
31-May-07	90.00	93.00	91.50	93.06
25-May-07	90.00	93.00	91.50	93.06
18-May-07	90.00	93.00	91.50	93.06
11-May-07	90.00	93.00	91.50	93.06
04-May-07	90.00	93.00	91.50	93.06
30-Apr-07	90.00	93.00	91.50	93.06
26-Apr-07	90.00	92.00	91.00	91.56
18-Apr-07	90.00	92.00	91.00	91.56
13-Apr-07	90.00	92.00	91.00	91.56
06-Apr-07	90.00	92.00	91.00	91.56
31-Mar-07	90.00	92.00	91.00	91.56
23-Mar-07	90.00	92.00	91.00	91.56
20-Mar-07	86.00	89.00	87.50	88.88
08-Mar-07	86.00	89.00	87.50	88.88
02-Mar-07	86.00	89.00	87.50	88.88
28-Feb-07	86.00	89.00	87.50	87.94
23-Feb-07	78.00	82.00	80.00	82.25
09-Feb-07	78.00	82.00	80.00	82.25
31-Jan-07	78.00	82.00	80.00	82.25
29-Jan-07	78.00	82.00	80.00	82.13
26-Jan-07	78.00	82.00	80.00	82.13
15-Jan-07	78.00	82.00	80.00	82.13
08-Jan-07	78.00	82.00	80.00	82.13
02-Jan-07	78.00	82.00	80.00	82.13
30-Dec-06	78.00	82.00	80.00	82.13
13-Dec-06	78.00	82.00	80.00	82.13
30-Nov-06	78.00	82.00	80.00	82.13
22-Nov-06	78.00	82.00	80.00	82.13
10-Nov-06	78.00	82.00	80.00	82.13
06-Nov-06	78.00	82.00	80.00	82.13
31-Oct-06	78.00	82.00	80.00	82.13
23-Oct-06	73.00	77.00	75.00	77.63
16-Oct-06	73.00	77.00	75.00	77.63
06-Oct-06	73.00	77.00	75.00	77.63
30-Sep-06	73.00	77.00	75.00	77.63
29-Sep-06	73.00	77.00	75.00	77.63
22-Sep-06	73.00	77.00	75.00	77.63
11-Sep-06	83.00	86.00	84.50	83.94
05-Sep-06	83.00	86.00	84.50	83.94
30-Aug-06	83.00	86.00	84.50	83.94
22-Aug-06	83.00	86.00	84.50	83.94
15-Aug-06	83.00	86.00	84.50	83.94
07-Aug-06	83.00	86.00	84.50	83.94

31-Jul-06	83.00	86.00	84.50	83.94
28-Jul-06	83.00	86.00	84.50	83.94
11-Jul-06	83.00	88.00	85.50	85.81
30-Jun-06	83.00	88.00	85.50	85.81
26-Jun-06	83.00	88.00	85.50	86.94
12-Jun-06	83.00	88.00	85.50	86.94
06-Jun-06	83.00	88.00	85.50	86.94
31-May-06	85.00	90.00	87.50	89.25
26-May-06	85.00	90.00	87.50	89.25
23-May-06	85.00	90.00	87.50	89.25
15-May-06	85.00	90.00	87.50	89.25
08-May-06	85.00	90.00	87.50	89.25
29-Apr-06	85.00	90.00	87.50	89.25
27-Apr-06	85.00	90.00	87.50	89.25
24-Apr-06	85.00	90.00	87.50	89.25
17-Apr-06	85.00	90.00	87.50	89.25
11-Apr-06	75.00	80.00	77.50	79.75
07-Apr-06	75.00	80.00	77.50	79.75
31-Mar-06	75.00	80.00	77.50	79.75
24-Mar-06	75.00	80.00	77.50	79.75
13-Mar-06	75.00	80.00	77.50	79.75
03-Mar-06	75.00	80.00	77.50	79.75
28-Feb-06	75.00	80.00	77.50	79.75
24-Feb-06	75.00	80.00	77.50	79.75
17-Feb-06	80.00	85.00	82.50	82.88
10-Feb-06	80.00	85.00	82.50	82.88
31-Jan-06	80.00	85.00	82.50	82.88
27-Jan-06	80.00	85.00	82.50	82.88
20-Jan-06	70.00	71.00	70.50	70.31
13-Jan-06	70.00	71.00	70.50	70.31
06-Jan-06	70.00	71.00	70.50	70.31
30-Dec-05	70.00	71.00	70.50	70.31
22-Dec-05	70.00	71.00	70.50	70.31
12-Dec-05	70.00	71.00	70.50	70.31
05-Dec-05	70.00	71.00	70.50	70.31
30-Nov-05	70.00	71.00	70.50	70.31
22-Nov-05	67.00	69.00	68.00	68.00
14-Nov-05	67.00	69.00	68.00	68.00
07-Nov-05	67.00	69.00	68.00	68.00
31-Oct-05	60.00	63.00	61.50	61.69
21-Oct-05	60.00	63.00	61.50	61.69
17-Oct-05	59.00	60.00	59.50	59.50
10-Oct-05	59.00	60.00	59.50	59.50
30-Sep-05	59.00	60.00	59.50	59.50
27-Sep-05	60.00	61.00	60.50	60.50
26-Sep-05	60.00	61.00	60.50	60.50
16-Sep-05	60.00	61.00	60.50	60.50
14-Sep-05	60.00	61.00	60.50	60.50
09-Sep-05	60.00	61.00	60.50	60.50
30-Aug-05	60.00	62.00	61.00	61.75
20-Aug-05	60.00	62.00	61.00	61.75
12-Aug-05	58.00	60.00	59.00	60.44
05-Aug-05	58.00	60.00	59.00	60.44
01-Aug-05	58.00	60.00	59.00	59.67
30-Jul-05	58.00	60.00	59.00	60.44
15-Jul-05	58.00	60.00	59.00	60.30
14-Jul-05	58.00	60.00	59.00	60.25
08-Jul-05	58.00	60.00	59.00	60.25
30-Jun-05	58.00	60.00	59.00	60.25
17-Jun-05	60.00	62.00	61.00	61.63
03-Jun-05	60.00	62.00	61.00	61.63
31-May-05	60.00	62.00	61.00	61.67
26-May-05	60.00	62.00	61.00	61.67
18-May-05	61.00	63.00	62.00	62.40
12-May-05	62.00	64.00	63.00	63.75
06-May-05	63.00	65.00	64.00	64.58
30-Apr-05	64.00	66.00	65.00	64.83
20-Apr-05	64.00	66.00	65.00	64.83
12-Apr-05	64.00	66.00	65.00	64.83

For information on prior Historical Pricing call 1-877-825-6555

*** Rows highlighted in yellow indicate that the price changed on that date**

Notes:

This chart represents prices recyclers are paying for loose material. The data is intended to reflect pricing trends in all regions. Prices listed are in U.S. dollars per ton delivered to the door, unless otherwise noted.

Historical Data summarizes the low, median and high prices, including National averages.

Price ranges are the result of information provided weekly by the industry and do not reflect the opinions of the publisher. This index is for reference purposes only and does not infer the commitment to buy or sell at the reported price.

Subscribers are urged to use several industry price indexes available in combination with the above referenced prices in gaining a broader information and polling base when tracking numbers. While any one single index can provide useful information to the reader, it cannot capture buying, selling or production practices that are unique to any given business.

Price Index Content Copyright 2015 by Recycling Data Management Corporation

[Back](#) | [Top of Page](#) | [Secondary Fiber Pricing \(SFP\)](#)

[HOME](#) | [MEMBERSHIP OPTIONS](#) | [LIST MY COMPANY](#) | [ADVERTISE](#)

For Assistance, call 1-330-956-8911 or 1-877-825-6555

Copyright© 2001-2015 RecyclingMarkets.net

RECYCLINGMARKETS.NET



BUILT TO LAST

Over 50 Years
Serving the
Recycling
Industries

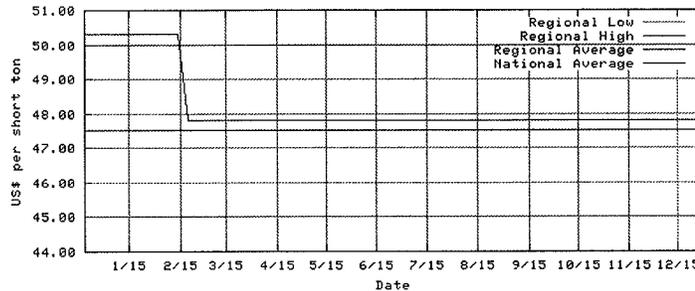
4101 Crusher Drive
O'Fallon, MO 63368-8095
Phone: 636-441-8000
Fax: 636-441-8811
www.huttler-conveyor.com



**Manufacturing mixed solid waste,
recycling and scrap processing
equipment for 40 years**

- Home
- Commodity Pricing
- Recycling Markets
- Equipment/Consultants
- About Us
- Memberships

Southcentral USA PS 6 News



Pricing History

Date	Regional Low Price	Regional High Price	Regional Average	National Average
16-Dec-15	45.00	50.00	47.50	47.81
04-Dec-15	45.00	50.00	47.50	47.81
30-Nov-15	45.00	50.00	47.50	47.81
06-Nov-15	45.00	50.00	47.50	47.81
31-Oct-15	45.00	50.00	47.50	47.81
14-Oct-15	45.00	50.00	47.50	47.81
30-Sep-15	45.00	50.00	47.50	47.81
09-Sep-15	45.00	50.00	47.50	47.81
31-Aug-15	45.00	50.00	47.50	47.81
21-Aug-15	45.00	50.00	47.50	47.81
05-Aug-15	45.00	50.00	47.50	47.81
31-Jul-15	45.00	50.00	47.50	47.81
17-Jul-15	45.00	50.00	47.50	47.81
07-Jul-15	45.00	50.00	47.50	47.81
30-Jun-15	45.00	50.00	47.50	47.81
05-Jun-15	45.00	50.00	47.50	47.81
30-May-15	45.00	50.00	47.50	47.81
22-May-15	45.00	50.00	47.50	47.81
05-May-15	45.00	50.00	47.50	47.81
30-Apr-15	45.00	50.00	47.50	47.81
07-Apr-15	45.00	50.00	47.50	47.81
31-Mar-15	45.00	50.00	47.50	47.81
05-Mar-15	45.00	50.00	47.50	47.81
28-Feb-15	45.00	50.00	47.50	47.81
06-Feb-15	45.00	50.00	47.50	47.81
31-Jan-15	45.00	50.00	47.50	50.31
16-Jan-15	45.00	50.00	47.50	50.31
06-Jan-15	45.00	50.00	47.50	50.31
31-Dec-14	45.00	50.00	47.50	50.31
05-Dec-14	45.00	50.00	47.50	50.31
29-Nov-14	45.00	50.00	47.50	50.31
06-Nov-14	45.00	50.00	47.50	50.31
31-Oct-14	45.00	50.00	47.50	50.31
21-Oct-14	45.00	50.00	47.50	50.31
06-Oct-14	45.00	50.00	47.50	50.31
30-Sep-14	45.00	50.00	47.50	50.31
19-Sep-14	45.00	50.00	47.50	50.31
05-Sep-14	45.00	50.00	47.50	50.31
30-Aug-14	45.00	50.00	47.50	50.94
06-Aug-14	45.00	50.00	47.50	50.94
31-Jul-14	45.00	50.00	47.50	50.94
07-Jul-14	45.00	50.00	47.50	50.94
30-Jun-14	45.00	50.00	47.50	50.94
05-Jun-14	45.00	50.00	47.50	50.94
31-May-14	45.00	50.00	47.50	50.94
23-May-14	45.00	50.00	47.50	50.94
05-May-14	45.00	50.00	47.50	50.94
30-Apr-14	45.00	50.00	47.50	50.94
07-Apr-14	45.00	50.00	47.50	50.94
31-Mar-14	45.00	50.00	47.50	50.94
05-Mar-14	45.00	50.00	47.50	50.94
28-Feb-14	45.00	50.00	47.50	50.94
10-Feb-14	45.00	50.00	47.50	50.94
31-Jan-14	45.00	50.00	47.50	50.94

**Harris And
IPS Balers
Join Forces
For All Your
Baler Needs.**




**STERN
CONSULTING**

06-Jan-14	45.00	50.00	47.50	50.94
31-Dec-13	45.00	50.00	47.50	52.81
06-Dec-13	45.00	50.00	47.50	52.81
30-Nov-13	45.00	50.00	47.50	52.81
25-Nov-13	45.00	50.00	47.50	52.81
15-Nov-13	45.00	50.00	47.50	52.81
04-Nov-13	45.00	50.00	47.50	52.81
31-Oct-13	45.00	50.00	47.50	52.81
07-Oct-13	45.00	50.00	47.50	52.81
30-Sep-13	45.00	50.00	47.50	52.81
18-Sep-13	45.00	50.00	47.50	52.81
05-Sep-13	45.00	50.00	47.50	52.81
31-Aug-13	45.00	50.00	47.50	52.81
28-Aug-13	45.00	50.00	47.50	52.81
06-Aug-13	45.00	50.00	47.50	52.81
31-Jul-13	45.00	50.00	47.50	52.81
05-Jul-13	45.00	50.00	47.50	52.81
29-Jun-13	45.00	50.00	47.50	53.44
06-Jun-13	45.00	50.00	47.50	53.44
31-May-13	45.00	50.00	47.50	53.44
06-May-13	45.00	50.00	47.50	53.44
30-Apr-13	45.00	50.00	47.50	54.38
26-Apr-13	45.00	50.00	47.50	54.38
16-Apr-13	45.00	50.00	47.50	54.38
05-Apr-13	45.00	50.00	47.50	54.38
30-Mar-13	45.00	50.00	47.50	54.38
18-Mar-13	45.00	50.00	47.50	54.38
17-Mar-13	45.00	50.00	47.50	47.50
15-Mar-13	45.00	50.00	47.50	54.38
05-Mar-13	45.00	50.00	47.50	54.38
28-Feb-13	45.00	50.00	47.50	54.38
22-Feb-13	45.00	50.00	47.50	54.38
05-Feb-13	45.00	50.00	47.50	54.38
31-Jan-13	45.00	50.00	47.50	54.38
29-Jan-13	45.00	50.00	47.50	54.38
11-Jan-13	45.00	50.00	47.50	54.38
07-Jan-13	45.00	50.00	47.50	54.38
31-Dec-12	45.00	50.00	47.50	54.38
14-Dec-12	45.00	50.00	47.50	54.38
06-Dec-12	45.00	50.00	47.50	54.38
30-Nov-12	45.00	50.00	47.50	55.00
29-Nov-12	45.00	50.00	47.50	55.00
16-Nov-12	45.00	50.00	47.50	55.00
05-Nov-12	45.00	50.00	47.50	55.00
31-Oct-12	45.00	50.00	47.50	50.94
22-Oct-12	45.00	50.00	47.50	50.94
06-Oct-12	45.00	50.00	47.50	50.94
29-Sep-12	45.00	50.00	47.50	48.75
17-Sep-12	45.00	50.00	47.50	47.81
31-Aug-12	45.00	50.00	47.50	52.81
30-Aug-12	45.00	50.00	47.50	54.06
20-Aug-12	65.00	70.00	67.50	69.69
13-Aug-12	65.00	70.00	67.50	69.69
03-Aug-12	65.00	70.00	67.50	69.69
31-Jul-12	65.00	70.00	67.50	69.69
06-Jul-12	75.00	85.00	80.00	73.13
30-Jun-12	75.00	85.00	80.00	73.13
20-Jun-12	75.00	85.00	80.00	73.13
08-Jun-12	70.00	80.00	75.00	69.69
31-May-12	70.00	80.00	75.00	69.69
11-May-12	70.00	80.00	75.00	69.69
04-May-12	55.00	65.00	60.00	60.00
30-Apr-12	55.00	65.00	60.00	60.00
23-Apr-12	55.00	65.00	60.00	60.00
16-Apr-12	55.00	65.00	60.00	60.00
09-Apr-12	55.00	65.00	60.00	60.00
02-Apr-12	55.00	65.00	60.00	60.00
31-Mar-12	55.00	65.00	60.00	60.00
26-Mar-12	55.00	65.00	60.00	60.00
19-Mar-12	55.00	65.00	60.00	60.00
12-Mar-12	55.00	65.00	60.00	60.00
29-Feb-12	55.00	65.00	60.00	60.00
17-Feb-12	55.00	65.00	60.00	60.00
14-Feb-12	55.00	65.00	60.00	60.00
03-Feb-12	55.00	65.00	60.00	60.00
31-Jan-12	55.00	65.00	60.00	60.00
13-Jan-12	55.00	65.00	60.00	60.00
31-Dec-11	55.00	65.00	60.00	60.63
19-Dec-11	55.00	65.00	60.00	60.63
12-Dec-11	55.00	65.00	60.00	60.63
02-Dec-11	55.00	65.00	60.00	60.63
30-Nov-11	55.00	65.00	60.00	60.63
17-Nov-11	75.00	85.00	80.00	80.63
02-Nov-11	75.00	85.00	80.00	80.63
31-Oct-11	100.00	110.00	105.00	91.25
19-Oct-11	100.00	110.00	105.00	91.25
05-Oct-11	100.00	110.00	105.00	91.25
30-Sep-11	100.00	110.00	105.00	91.25
20-Sep-11	100.00	110.00	105.00	91.25
31-Aug-11	100.00	110.00	105.00	91.25
26-Aug-11	100.00	110.00	105.00	91.25
15-Aug-11	100.00	110.00	105.00	91.25
05-Aug-11	100.00	110.00	105.00	91.25

30-Jul-11	95.00	110.00	102.50	86.25
26-Jul-11	95.00	110.00	102.50	86.25
18-Jul-11	95.00	110.00	102.50	89.29
11-Jul-11	95.00	110.00	102.50	86.25
30-Jun-11	95.00	110.00	102.50	86.25
20-Jun-11	95.00	110.00	102.50	86.25
13-Jun-11	95.00	110.00	102.50	86.25
06-Jun-11	95.00	110.00	102.50	86.25
31-May-11	95.00	110.00	102.50	86.25
16-May-11	95.00	110.00	102.50	86.25
09-May-11	95.00	110.00	102.50	86.25
30-Apr-11	95.00	110.00	102.50	86.25
29-Apr-11	95.00	110.00	102.50	90.00
18-Apr-11	95.00	110.00	102.50	86.25
11-Apr-11	95.00	110.00	102.50	86.25
31-Mar-11	95.00	110.00	102.50	86.25
28-Mar-11	95.00	110.00	102.50	86.25
22-Mar-11	95.00	110.00	102.50	86.25
17-Mar-11	95.00	110.00	102.50	86.25
05-Mar-11	95.00	110.00	102.50	86.25
28-Feb-11	95.00	110.00	102.50	80.31
22-Feb-11	95.00	110.00	102.50	80.31
10-Feb-11	95.00	110.00	102.50	80.31
02-Feb-11	95.00	110.00	102.50	80.31
31-Jan-11	95.00	110.00	102.50	79.38
11-Jan-11	95.00	110.00	102.50	79.38
05-Jan-11	95.00	110.00	102.50	79.38
31-Dec-10	90.00	100.00	95.00	76.56
20-Dec-10	90.00	100.00	95.00	76.56
04-Dec-10	90.00	100.00	95.00	75.63
30-Nov-10	90.00	100.00	95.00	74.69
29-Nov-10	90.00	100.00	95.00	74.69
16-Nov-10	90.00	100.00	95.00	74.69
04-Nov-10	90.00	100.00	95.00	74.69
30-Oct-10	90.00	100.00	95.00	70.94
21-Oct-10	90.00	100.00	95.00	70.94
13-Oct-10	90.00	100.00	95.00	70.94
04-Oct-10	90.00	100.00	95.00	70.94
30-Sep-10	90.00	100.00	95.00	70.94
27-Sep-10	80.00	90.00	85.00	66.88
20-Sep-10	80.00	90.00	85.00	66.88
08-Sep-10	80.00	90.00	85.00	66.88
01-Sep-10	80.00	90.00	85.00	66.88
31-Aug-10	80.00	90.00	85.00	66.88
27-Aug-10	80.00	90.00	85.00	66.88
23-Aug-10	80.00	90.00	85.00	66.88
05-Aug-10	80.00	90.00	85.00	67.14
31-Jul-10	90.00	100.00	95.00	70.31
29-Jul-10	90.00	100.00	95.00	70.31
19-Jul-10	90.00	100.00	95.00	70.31
12-Jul-10	90.00	100.00	95.00	70.31
06-Jul-10	90.00	100.00	95.00	70.31
30-Jun-10	90.00	100.00	95.00	71.25
21-Jun-10	90.00	100.00	95.00	76.79
16-Jun-10	90.00	100.00	95.00	75.00
09-Jun-10	90.00	100.00	95.00	75.00
31-May-10	90.00	100.00	95.00	75.31
28-May-10	90.00	100.00	95.00	75.31
21-May-10	90.00	100.00	95.00	75.31
14-May-10	90.00	100.00	95.00	75.31
30-Apr-10	90.00	100.00	95.00	75.31
23-Apr-10	90.00	100.00	95.00	75.31
16-Apr-10	90.00	100.00	95.00	75.31
05-Apr-10	90.00	100.00	95.00	75.31
31-Mar-10	90.00	100.00	95.00	75.31
26-Mar-10	90.00	100.00	95.00	75.31
19-Mar-10	90.00	100.00	95.00	75.31
12-Mar-10	90.00	100.00	95.00	75.31
05-Mar-10	90.00	100.00	95.00	75.31
27-Feb-10	75.00	80.00	77.50	71.56
19-Feb-10	75.00	80.00	77.50	71.56
11-Feb-10	75.00	80.00	77.50	71.56
03-Feb-10	75.00	80.00	77.50	71.56
30-Jan-10	75.00	80.00	77.50	71.56
22-Jan-10	75.00	80.00	77.50	64.38
11-Jan-10	75.00	80.00	77.50	64.38
31-Dec-09	75.00	80.00	77.50	63.13
15-Dec-09	75.00	80.00	77.50	63.13
30-Nov-09	75.00	80.00	77.50	61.88
23-Nov-09	75.00	80.00	77.50	61.88
13-Nov-09	75.00	80.00	77.50	61.88
31-Oct-09	70.00	80.00	75.00	60.94
19-Oct-09	70.00	80.00	75.00	60.94
09-Oct-09	70.00	80.00	75.00	60.94
02-Oct-09	70.00	80.00	75.00	60.94
30-Sep-09	70.00	80.00	75.00	60.94
29-Sep-09	70.00	80.00	75.00	60.94
14-Sep-09	70.00	80.00	75.00	60.94
04-Sep-09	70.00	80.00	75.00	60.94
31-Aug-09	65.00	70.00	67.50	53.44
24-Aug-09	65.00	70.00	67.50	53.44
18-Aug-09	65.00	70.00	67.50	53.44
31-Jul-09	60.00	65.00	62.50	44.38

13-Jul-09	50.00	55.00	52.50	37.81
02-Jul-09	50.00	55.00	52.50	37.81
30-Jun-09	35.00	40.00	37.50	30.63
26-Jun-09	35.00	40.00	37.50	30.63
19-Jun-09	35.00	40.00	37.50	27.81
06-Jun-09	35.00	40.00	37.50	26.25
30-May-09	35.00	40.00	37.50	27.81
18-May-09	35.00	40.00	37.50	27.81
11-May-09	35.00	40.00	37.50	27.81
30-Apr-09	35.00	40.00	37.50	27.81
27-Apr-09	35.00	40.00	37.50	26.56
13-Apr-09	35.00	40.00	37.50	26.56
31-Mar-09	35.00	40.00	37.50	26.56
23-Mar-09	35.00	40.00	37.50	26.56
16-Mar-09	35.00	40.00	37.50	26.56
12-Mar-09	35.00	40.00	37.50	26.56
09-Mar-09	35.00	40.00	37.50	25.94
28-Feb-09	25.00	35.00	30.00	23.44
23-Feb-09	25.00	35.00	30.00	23.44
16-Feb-09	25.00	35.00	30.00	23.44
09-Feb-09	25.00	35.00	30.00	23.44
31-Jan-09	25.00	35.00	30.00	20.94
26-Jan-09	5.00	20.00	12.50	8.44
16-Jan-09	5.00	20.00	12.50	8.44
12-Jan-09	5.00	20.00	12.50	8.44
31-Dec-08	5.00	20.00	12.50	6.25
24-Dec-08	5.00	20.00	12.50	6.25
15-Dec-08	5.00	20.00	12.50	6.25
05-Dec-08	5.00	20.00	12.50	6.25
30-Nov-08	5.00	20.00	12.50	6.25
28-Nov-08	5.00	20.00	12.50	6.25
21-Nov-08	5.00	20.00	12.50	6.25
14-Nov-08	5.00	20.00	12.50	6.25
31-Oct-08	5.00	20.00	12.50	6.25
22-Oct-08	95.00	105.00	100.00	100.00
15-Oct-08	125.00	140.00	132.50	98.21
30-Sep-08	125.00	140.00	132.50	101.56
26-Sep-08	140.00	150.00	145.00	115.00
15-Sep-08	140.00	150.00	145.00	115.00
09-Sep-08	140.00	150.00	145.00	117.86
30-Aug-08	140.00	150.00	145.00	115.63
27-Aug-08	140.00	150.00	145.00	115.63
18-Aug-08	140.00	150.00	145.00	115.00
31-Jul-08	140.00	150.00	145.00	115.00
25-Jul-08	135.00	140.00	137.50	100.94
15-Jul-08	135.00	140.00	137.50	100.94
30-Jun-08	135.00	140.00	137.50	100.94
23-Jun-08	135.00	140.00	137.50	100.94
16-Jun-08	135.00	140.00	137.50	100.94
31-May-08	130.00	140.00	135.00	100.00
14-May-08	130.00	140.00	135.00	100.31
07-May-08	130.00	140.00	135.00	100.94
30-Apr-08	130.00	140.00	135.00	100.94
22-Apr-08	130.00	140.00	135.00	100.94
14-Apr-08	130.00	140.00	135.00	100.94
07-Apr-08	130.00	140.00	135.00	100.94
31-Mar-08	130.00	140.00	135.00	100.94
10-Mar-08	130.00	140.00	135.00	100.94
29-Feb-08	130.00	140.00	135.00	100.94
08-Feb-08	120.00	130.00	125.00	94.06
31-Jan-08	120.00	130.00	125.00	94.06
25-Jan-08	120.00	130.00	125.00	94.06
11-Jan-08	120.00	130.00	125.00	94.38
31-Dec-07	110.00	120.00	115.00	90.31
19-Dec-07	110.00	120.00	115.00	90.31
06-Dec-07	110.00	120.00	115.00	115.00
30-Nov-07	110.00	120.00	115.00	90.31
26-Nov-07	110.00	120.00	115.00	90.00
13-Nov-07	110.00	120.00	115.00	90.00
07-Nov-07	110.00	120.00	115.00	90.00
31-Oct-07	110.00	120.00	115.00	90.00
25-Oct-07	110.00	120.00	115.00	92.86
19-Oct-07	110.00	120.00	115.00	90.00
15-Oct-07	110.00	120.00	115.00	90.00
09-Oct-07	110.00	120.00	115.00	90.00
29-Sep-07	100.00	115.00	107.50	86.25
27-Sep-07	100.00	115.00	107.50	86.25
21-Sep-07	100.00	115.00	107.50	86.25
14-Sep-07	100.00	115.00	107.50	86.25
31-Aug-07	100.00	115.00	107.50	86.25
28-Aug-07	100.00	115.00	107.50	86.25
15-Aug-07	100.00	115.00	107.50	89.69
31-Jul-07	95.00	105.00	100.00	87.81
24-Jul-07	95.00	105.00	100.00	89.50
13-Jul-07	95.00	105.00	100.00	87.81
30-Jun-07	90.00	100.00	95.00	85.94
25-Jun-07	90.00	100.00	95.00	85.94
06-Jun-07	90.00	100.00	95.00	83.75
31-May-07	90.00	100.00	95.00	85.31
18-May-07	90.00	100.00	95.00	85.31
11-May-07	90.00	100.00	95.00	85.31
10-May-07	90.00	100.00	95.00	95.00
04-May-07	90.00	100.00	95.00	85.31

30-Apr-07	95.00	105.00	100.00	87.81
27-Apr-07	95.00	105.00	100.00	87.81
17-Apr-07	95.00	105.00	100.00	89.38
09-Apr-07	95.00	105.00	100.00	89.38
31-Mar-07	95.00	105.00	100.00	90.71
16-Mar-07	95.00	105.00	100.00	89.38
08-Mar-07	95.00	105.00	100.00	89.38
02-Mar-07	95.00	105.00	100.00	89.38
28-Feb-07	95.00	105.00	100.00	86.88
23-Feb-07	95.00	105.00	100.00	86.88
05-Feb-07	90.00	100.00	95.00	76.25
31-Jan-07	90.00	100.00	95.00	74.38
20-Jan-07	85.00	95.00	90.00	69.69
02-Jan-07	65.00	70.00	67.50	58.75
30-Dec-06	65.00	70.00	67.50	58.75
13-Dec-06	65.00	70.00	67.50	58.93
30-Nov-06	65.00	70.00	67.50	60.00
20-Nov-06	65.00	70.00	67.50	59.38
10-Nov-06	65.00	70.00	67.50	59.38
31-Oct-06	65.00	70.00	67.50	59.38
13-Oct-06	65.00	70.00	67.50	59.38
30-Sep-06	65.00	70.00	67.50	59.38
25-Sep-06	65.00	70.00	67.50	59.38
22-Sep-06	65.00	70.00	67.50	67.50
20-Sep-06	65.00	70.00	67.50	67.50
05-Sep-06	65.00	70.00	67.50	57.19
30-Aug-06	65.00	70.00	67.50	57.19
22-Aug-06	65.00	70.00	67.50	57.19
07-Aug-06	65.00	70.00	67.50	57.19
31-Jul-06	65.00	70.00	67.50	57.19
28-Jul-06	65.00	70.00	67.50	57.19
11-Jul-06	65.00	70.00	67.50	57.19
30-Jun-06	65.00	70.00	67.50	57.19
23-Jun-06	65.00	70.00	67.50	57.19
12-Jun-06	65.00	70.00	67.50	55.94
31-May-06	65.00	70.00	67.50	55.94
26-May-06	65.00	70.00	67.50	55.94
22-May-06	65.00	70.00	67.50	55.94
15-May-06	65.00	70.00	67.50	55.94
08-May-06	65.00	70.00	67.50	55.83
29-Apr-06	65.00	70.00	67.50	56.56
24-Apr-06	65.00	70.00	67.50	56.56
17-Apr-06	65.00	70.00	67.50	56.56
07-Apr-06	65.00	70.00	67.50	56.56
31-Mar-06	65.00	70.00	67.50	55.94
24-Mar-06	65.00	70.00	67.50	55.94
14-Mar-06	65.00	70.00	67.50	55.94
10-Mar-06	65.00	70.00	67.50	56.88
06-Mar-06	65.00	70.00	67.50	56.88
28-Feb-06	65.00	70.00	67.50	56.56
24-Feb-06	65.00	70.00	67.50	56.56
10-Feb-06	65.00	70.00	67.50	56.56
31-Jan-06	65.00	70.00	67.50	58.13
23-Jan-06	65.00	70.00	67.50	58.50
06-Jan-06	65.00	70.00	67.50	57.14
30-Dec-05	65.00	70.00	67.50	58.44
22-Dec-05	65.00	70.00	67.50	58.44
05-Dec-05	65.00	70.00	67.50	58.44
30-Nov-05	65.00	70.00	67.50	58.44
14-Nov-05	65.00	70.00	67.50	58.44
04-Nov-05	65.00	70.00	67.50	58.44
31-Oct-05	65.00	70.00	67.50	59.38
07-Oct-05	65.00	70.00	67.50	59.38
30-Sep-05	65.00	70.00	67.50	59.38
26-Sep-05	65.00	70.00	67.50	59.38
19-Sep-05	65.00	70.00	67.50	60.00
09-Sep-05	65.00	70.00	67.50	60.00
30-Aug-05	65.00	70.00	67.50	58.75
19-Aug-05	70.00	75.00	72.50	67.81
12-Aug-05	70.00	75.00	72.50	67.81
05-Aug-05	70.00	75.00	72.50	67.81
30-Jul-05	70.00	75.00	72.50	67.81
15-Jul-05	70.00	75.00	72.50	67.81
30-Jun-05	70.00	75.00	72.50	67.81
20-Jun-05	70.00	75.00	72.50	67.81
17-Jun-05	70.00	75.00	72.50	66.88
31-May-05	70.00	75.00	72.50	67.50
12-May-05	70.00	75.00	72.50	67.50
30-Apr-05	70.00	75.00	72.50	74.38
24-Apr-05	70.00	75.00	72.50	74.38
06-Apr-05	70.00	75.00	72.50	74.38
30-Mar-05	70.00	75.00	72.50	71.25
18-Mar-05	70.00	75.00	72.50	71.25
11-Mar-05	70.00	75.00	72.50	70.13
02-Mar-05	70.00	75.00	72.50	69.50
28-Feb-05	70.00	75.00	72.50	66.38
07-Feb-05	70.00	75.00	72.50	66.38
31-Jan-05	70.00	75.00	72.50	66.38
21-Jan-05	70.00	75.00	72.50	66.38
13-Jan-05	70.00	75.00	72.50	66.38
03-Jan-05	70.00	75.00	72.50	66.38
10-Dec-04	70.00	75.00	72.50	66.56
29-Nov-04	70.00	75.00	72.50	67.19

22-Oct-04	70.00	75.00	72.50	71.67
15-Oct-04	70.00	75.00	72.50	67.19
13-Oct-04	70.00	75.00	72.50	65.63
08-Sep-04	70.00	75.00	72.50	65.63
27-Aug-04	70.00	75.00	72.50	65.63
13-Aug-04	70.00	75.00	72.50	73.75
06-Aug-04	70.00	75.00	72.50	69.38
23-Jul-04	70.00	75.00	72.50	69.38
02-Jul-04	70.00	75.00	72.50	67.81
22-Jun-04	70.00	75.00	72.50	62.25
03-Jun-04	65.00	70.00	67.50	67.08
05-May-04	65.00	70.00	67.50	67.50
29-Mar-04	65.00	70.00	67.50	64.38
05-Mar-04	65.00	70.00	67.50	66.25
04-Feb-04	60.00	70.00	65.00	56.25
03-Feb-04	60.00	70.00	65.00	53.75
12-Dec-03	60.00	70.00	65.00	57.50
05-Dec-03	60.00	70.00	65.00	53.75
03-Dec-03	60.00	70.00	65.00	53.44
14-Nov-03	60.00	70.00	65.00	53.44
20-Oct-03	60.00	70.00	65.00	52.81
12-Sep-03	60.00	70.00	65.00	52.81
15-Aug-03	60.00	70.00	65.00	54.64
08-Aug-03	60.00	70.00	65.00	53.44
09-Jul-03	60.00	70.00	65.00	53.44
02-Jul-03	60.00	70.00	65.00	53.44
09-Jun-03	60.00	70.00	65.00	60.00
30-May-03	60.00	70.00	65.00	54.06
07-May-03	60.00	70.00	65.00	57.08
24-Apr-03	60.00	70.00	65.00	57.08
22-Apr-03	60.00	70.00	65.00	55.31
07-Apr-03	60.00	70.00	65.00	65.00
04-Apr-03	60.00	70.00	65.00	55.31
31-Mar-03	60.00	70.00	65.00	55.31
14-Mar-03	60.00	70.00	65.00	56.43
08-Mar-03	50.00	60.00	55.00	49.06
06-Mar-03	45.00	60.00	52.50	45.83
28-Feb-03	45.00	60.00	52.50	45.00
24-Feb-03	45.00	60.00	52.50	43.75
14-Feb-03	45.00	60.00	52.50	43.75
07-Feb-03	45.00	60.00	52.50	44.38
06-Feb-03	45.00	60.00	52.50	49.17
13-Jan-03	45.00	60.00	52.50	44.69
10-Jan-03	45.00	60.00	52.50	48.13
08-Jan-03	45.00	60.00	52.50	48.57
13-Dec-02	45.00	60.00	52.50	48.13

* Rows highlighted in yellow indicate that the price changed on that date

Notes:

Grades and preparation of baled materials are as defined in the most recent Paper Stock Institute of America Standards and Practices PS Circular.

Prices are F.O.B. seller's dock in trailerload/carload quantities and do not reflect variances such as: spot loads, premiums, freight allowances, regular quantity shipments, contract terms, etc.

Price ranges are the result of information provided weekly by the industry and do not reflect the opinions of the publisher. This index is for reference purposes only and does not infer any commitment to buy or sell at the reported price.

Subscribers are urged to use several industry price indexes available in combination with the above referenced prices in gaining a broader information and polling base when tracking numbers. While any one single index can provide useful information to the reader, it cannot capture buying, selling or production practices that are unique to any given business.

Price Index Content Copyright 2015 by Recycling Data Management Corporation

[Back](#) | [Top of Page](#) | [Secondary Materials Pricing \(SMP\)](#)

[HOME](#) | [MEMBERSHIP OPTIONS](#) | [LIST MY COMPANY](#) | [ADVERTISE](#)

For Assistance, call 1-330-956-8911 or 1-877-825-6555

Copyright© 2001-2015 RecyclingMarkets.net

RECYCLINGMARKETS.NET



BUILT TO LAST

Over 50 Years
Serving the
Recycling
Industries

4101 Crusher Drive
O'Fallon, MO 63388-5095
Phone: 636-441-8020
Fax: 636-441-8011
www.hustler-conveyor.com



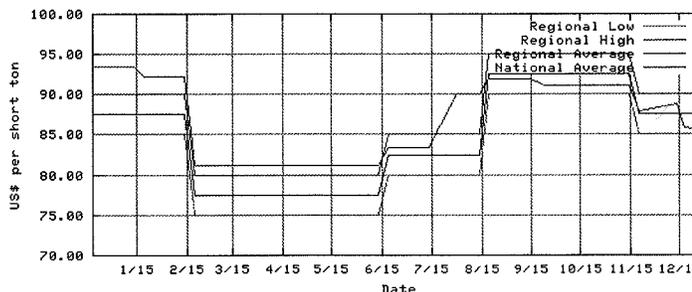
**Manufacturing mixed solid waste,
recycling and scrap processing
equipment for 40 years**

- Home
- Commodity Pricing
- Recycling Markets
- Equipment/Consultants
- About Us
- Memberships

**Harris And
IPS Balers
Join Forces
For All Your
Baler Needs.**




Southcentral USA PS 11 Corrugated Containers



Pricing History

Date	Regional Low Price	Regional High Price	Regional Average	National Average
16-Dec-15	85.00	90.00	87.50	85.63
04-Dec-15	85.00	90.00	87.50	85.94
30-Nov-15	85.00	90.00	87.50	88.75
06-Nov-15	85.00	90.00	87.50	87.81
31-Oct-15	90.00	95.00	92.50	91.25
14-Oct-15	90.00	95.00	92.50	91.25
30-Sep-15	90.00	95.00	92.50	91.25
09-Sep-15	90.00	95.00	92.50	91.25
31-Aug-15	90.00	95.00	92.50	91.88
21-Aug-15	90.00	95.00	92.50	91.88
05-Aug-15	90.00	95.00	92.50	91.88
31-Jul-15	80.00	85.00	82.50	90.00
17-Jul-15	80.00	85.00	82.50	90.00
07-Jul-15	80.00	85.00	82.50	86.25
30-Jun-15	80.00	85.00	82.50	83.44
05-Jun-15	80.00	85.00	82.50	83.44
30-May-15	75.00	80.00	77.50	81.25
22-May-15	75.00	80.00	77.50	81.25
05-May-15	75.00	80.00	77.50	81.25
30-Apr-15	75.00	80.00	77.50	81.25
07-Apr-15	75.00	80.00	77.50	81.25
31-Mar-15	75.00	80.00	77.50	81.25
05-Mar-15	75.00	80.00	77.50	81.25
28-Feb-15	75.00	80.00	77.50	81.25
06-Feb-15	75.00	80.00	77.50	81.25
31-Jan-15	85.00	90.00	87.50	92.19
16-Jan-15	85.00	90.00	87.50	92.19
06-Jan-15	85.00	90.00	87.50	92.19
31-Dec-14	85.00	90.00	87.50	93.44
05-Dec-14	85.00	90.00	87.50	93.44
29-Nov-14	85.00	90.00	87.50	95.63
06-Nov-14	85.00	90.00	87.50	96.56
31-Oct-14	85.00	90.00	87.50	96.56
21-Oct-14	85.00	90.00	87.50	96.56
06-Oct-14	85.00	90.00	87.50	96.25
30-Sep-14	85.00	90.00	87.50	96.88
19-Sep-14	85.00	90.00	87.50	96.88
05-Sep-14	85.00	90.00	87.50	94.69
30-Aug-14	90.00	95.00	92.50	103.13
06-Aug-14	90.00	95.00	92.50	103.13
31-Jul-14	90.00	95.00	92.50	106.25
07-Jul-14	90.00	95.00	92.50	106.25
30-Jun-14	90.00	95.00	92.50	106.25
05-Jun-14	90.00	95.00	92.50	102.81
31-May-14	110.00	120.00	115.00	116.25
23-May-14	110.00	120.00	115.00	116.25
05-May-14	110.00	120.00	115.00	116.25
30-Apr-14	110.00	120.00	115.00	116.88
07-Apr-14	110.00	120.00	115.00	116.88
31-Mar-14	120.00	130.00	125.00	129.69
05-Mar-14	105.00	115.00	110.00	120.31
28-Feb-14	100.00	110.00	105.00	114.38
10-Feb-14	100.00	110.00	105.00	111.25
31-Jan-14	100.00	110.00	105.00	111.25

06-Jan-14	100.00	110.00	105.00	111.25
31-Dec-13	100.00	110.00	105.00	111.88
06-Dec-13	100.00	110.00	105.00	111.88
30-Nov-13	120.00	135.00	127.50	128.75
25-Nov-13	120.00	135.00	127.50	128.75
15-Nov-13	115.00	125.00	120.00	122.81
04-Nov-13	115.00	125.00	120.00	122.81
31-Oct-13	120.00	130.00	125.00	125.94
07-Oct-13	120.00	130.00	125.00	125.94
30-Sep-13	120.00	130.00	125.00	125.94
18-Sep-13	120.00	130.00	125.00	125.94
05-Sep-13	110.00	120.00	115.00	122.19
31-Aug-13	110.00	120.00	115.00	122.50
28-Aug-13	110.00	120.00	115.00	122.50
06-Aug-13	110.00	120.00	115.00	122.19
31-Jul-13	110.00	120.00	115.00	121.25
05-Jul-13	110.00	120.00	115.00	121.25
29-Jun-13	110.00	120.00	115.00	120.63
06-Jun-13	110.00	120.00	115.00	120.63
31-May-13	110.00	120.00	115.00	120.63
06-May-13	110.00	120.00	115.00	120.63
30-Apr-13	110.00	130.00	120.00	123.44
26-Apr-13	110.00	130.00	120.00	123.44
16-Apr-13	110.00	130.00	120.00	123.44
05-Apr-13	110.00	130.00	120.00	123.44
30-Mar-13	125.00	135.00	130.00	127.19
18-Mar-13	125.00	135.00	130.00	127.19
17-Mar-13	125.00	135.00	130.00	130.00
15-Mar-13	125.00	135.00	130.00	127.19
05-Mar-13	100.00	130.00	115.00	115.94
28-Feb-13	100.00	130.00	115.00	114.38
22-Feb-13	100.00	130.00	115.00	115.00
05-Feb-13	100.00	130.00	115.00	115.00
31-Jan-13	100.00	130.00	115.00	115.00
29-Jan-13	100.00	130.00	115.00	115.00
11-Jan-13	100.00	130.00	115.00	114.06
07-Jan-13	100.00	130.00	115.00	114.69
31-Dec-12	100.00	130.00	115.00	114.69
14-Dec-12	100.00	130.00	115.00	112.81
06-Dec-12	100.00	130.00	115.00	112.81
30-Nov-12	100.00	130.00	115.00	111.56
29-Nov-12	100.00	130.00	115.00	111.56
16-Nov-12	100.00	130.00	115.00	111.25
05-Nov-12	90.00	100.00	95.00	101.56
31-Oct-12	80.00	90.00	85.00	92.50
22-Oct-12	80.00	90.00	85.00	88.44
06-Oct-12	80.00	90.00	85.00	88.44
29-Sep-12	75.00	80.00	77.50	85.00
17-Sep-12	75.00	80.00	77.50	85.00
31-Aug-12	90.00	100.00	95.00	95.94
30-Aug-12	90.00	100.00	95.00	97.19
20-Aug-12	100.00	110.00	105.00	113.44
13-Aug-12	100.00	110.00	105.00	113.44
03-Aug-12	100.00	110.00	105.00	113.44
31-Jul-12	115.00	120.00	117.50	124.06
06-Jul-12	125.00	135.00	130.00	127.50
30-Jun-12	130.00	140.00	135.00	133.75
20-Jun-12	130.00	140.00	135.00	133.75
08-Jun-12	135.00	140.00	137.50	140.00
31-May-12	135.00	145.00	140.00	141.88
11-May-12	135.00	145.00	140.00	141.88
04-May-12	135.00	145.00	140.00	145.00
30-Apr-12	135.00	145.00	140.00	148.13
23-Apr-12	135.00	145.00	140.00	148.13
16-Apr-12	135.00	145.00	140.00	148.13
09-Apr-12	135.00	145.00	140.00	148.13
02-Apr-12	135.00	145.00	140.00	147.19
31-Mar-12	135.00	145.00	140.00	147.19
26-Mar-12	135.00	145.00	140.00	143.75
19-Mar-12	135.00	145.00	140.00	143.75
12-Mar-12	135.00	145.00	140.00	143.75
29-Feb-12	135.00	145.00	140.00	144.69
17-Feb-12	135.00	145.00	140.00	144.69
14-Feb-12	125.00	130.00	127.50	134.38
03-Feb-12	125.00	130.00	127.50	134.38
31-Jan-12	115.00	125.00	120.00	130.94
13-Jan-12	115.00	125.00	120.00	130.94
31-Dec-11	115.00	125.00	120.00	130.00
19-Dec-11	115.00	125.00	120.00	130.00
12-Dec-11	115.00	125.00	120.00	130.00
02-Dec-11	115.00	125.00	120.00	130.00
30-Nov-11	115.00	125.00	120.00	127.50
17-Nov-11	125.00	135.00	130.00	135.00
02-Nov-11	140.00	150.00	145.00	142.50
31-Oct-11	160.00	170.00	165.00	170.00
19-Oct-11	160.00	170.00	165.00	170.94
05-Oct-11	160.00	170.00	165.00	171.25
30-Sep-11	160.00	170.00	165.00	171.25
20-Sep-11	165.00	175.00	170.00	172.81
31-Aug-11	165.00	175.00	170.00	173.13
26-Aug-11	165.00	175.00	170.00	173.13
15-Aug-11	165.00	175.00	170.00	173.13
05-Aug-11	165.00	175.00	170.00	173.13

30-Jul-11	165.00	175.00	170.00	172.50
26-Jul-11	165.00	175.00	170.00	172.50
18-Jul-11	165.00	175.00	170.00	171.79
11-Jul-11	165.00	175.00	170.00	170.94
30-Jun-11	165.00	175.00	170.00	170.94
20-Jun-11	165.00	175.00	170.00	168.13
13-Jun-11	165.00	175.00	170.00	168.13
06-Jun-11	165.00	175.00	170.00	168.13
31-May-11	160.00	170.00	165.00	166.25
16-May-11	160.00	170.00	165.00	166.25
09-May-11	160.00	170.00	165.00	166.88
30-Apr-11	160.00	170.00	165.00	166.88
29-Apr-11	160.00	170.00	165.00	160.83
18-Apr-11	160.00	170.00	165.00	166.88
11-Apr-11	160.00	170.00	165.00	166.88
31-Mar-11	160.00	170.00	165.00	168.44
28-Mar-11	160.00	170.00	165.00	168.44
22-Mar-11	160.00	170.00	165.00	168.44
17-Mar-11	160.00	170.00	165.00	171.25
05-Mar-11	160.00	170.00	165.00	171.25
28-Feb-11	160.00	170.00	165.00	171.25
22-Feb-11	160.00	170.00	165.00	171.25
10-Feb-11	160.00	170.00	165.00	168.75
02-Feb-11	160.00	170.00	165.00	166.88
31-Jan-11	160.00	170.00	165.00	166.88
11-Jan-11	160.00	170.00	165.00	169.06
05-Jan-11	160.00	170.00	165.00	163.75
31-Dec-10	160.00	170.00	165.00	165.00
20-Dec-10	160.00	170.00	165.00	165.00
04-Dec-10	150.00	165.00	157.50	157.19
30-Nov-10	150.00	160.00	155.00	152.19
29-Nov-10	150.00	160.00	155.00	152.19
16-Nov-10	150.00	160.00	155.00	150.31
04-Nov-10	150.00	160.00	155.00	150.31
30-Oct-10	130.00	145.00	137.50	137.81
21-Oct-10	130.00	145.00	137.50	137.81
13-Oct-10	130.00	145.00	137.50	137.50
04-Oct-10	130.00	145.00	137.50	137.50
30-Sep-10	130.00	145.00	137.50	134.69
27-Sep-10	130.00	140.00	135.00	125.63
20-Sep-10	130.00	140.00	135.00	125.63
08-Sep-10	130.00	140.00	135.00	122.81
01-Sep-10	130.00	140.00	135.00	122.81
31-Aug-10	130.00	140.00	135.00	122.19
27-Aug-10	130.00	140.00	135.00	122.19
23-Aug-10	130.00	140.00	135.00	121.56
05-Aug-10	130.00	140.00	135.00	123.57
31-Jul-10	130.00	140.00	135.00	123.75
29-Jul-10	130.00	140.00	135.00	123.75
19-Jul-10	130.00	140.00	135.00	123.75
12-Jul-10	130.00	140.00	135.00	123.75
06-Jul-10	130.00	140.00	135.00	121.25
30-Jun-10	130.00	140.00	135.00	124.06
21-Jun-10	130.00	140.00	135.00	122.86
16-Jun-10	130.00	140.00	135.00	128.44
09-Jun-10	130.00	140.00	135.00	128.44
31-May-10	135.00	145.00	140.00	136.25
28-May-10	135.00	145.00	140.00	136.25
21-May-10	135.00	145.00	140.00	136.25
14-May-10	135.00	145.00	140.00	136.25
30-Apr-10	135.00	145.00	140.00	136.25
23-Apr-10	145.00	155.00	150.00	145.63
16-Apr-10	145.00	155.00	150.00	145.63
05-Apr-10	145.00	155.00	150.00	151.25
31-Mar-10	145.00	155.00	150.00	151.25
26-Mar-10	170.00	180.00	175.00	175.31
19-Mar-10	170.00	180.00	175.00	175.31
12-Mar-10	170.00	180.00	175.00	173.13
05-Mar-10	170.00	180.00	175.00	173.13
27-Feb-10	170.00	180.00	175.00	173.13
19-Feb-10	150.00	155.00	152.50	151.56
11-Feb-10	140.00	145.00	142.50	139.38
03-Feb-10	140.00	145.00	142.50	124.69
30-Jan-10	110.00	115.00	112.50	109.69
22-Jan-10	110.00	115.00	112.50	104.69
11-Jan-10	110.00	115.00	112.50	101.56
31-Dec-09	95.00	100.00	97.50	85.00
15-Dec-09	95.00	100.00	97.50	85.00
30-Nov-09	95.00	100.00	97.50	85.00
23-Nov-09	95.00	100.00	97.50	85.00
13-Nov-09	95.00	100.00	97.50	85.00
31-Oct-09	95.00	100.00	97.50	85.00
19-Oct-09	95.00	100.00	97.50	85.00
09-Oct-09	95.00	100.00	97.50	85.94
02-Oct-09	95.00	100.00	97.50	85.94
30-Sep-09	95.00	100.00	97.50	90.94
29-Sep-09	95.00	100.00	97.50	90.94
14-Sep-09	85.00	95.00	90.00	84.69
04-Sep-09	85.00	95.00	90.00	84.06
31-Aug-09	80.00	85.00	82.50	73.75
24-Aug-09	80.00	85.00	82.50	73.44
18-Aug-09	80.00	85.00	82.50	73.44
31-Jul-09	80.00	85.00	82.50	72.50

13-Jul-09	65.00	70.00	67.50	64.06
02-Jul-09	65.00	70.00	67.50	64.06
30-Jun-09	60.00	65.00	62.50	59.06
26-Jun-09	60.00	65.00	62.50	59.06
19-Jun-09	60.00	65.00	62.50	59.06
06-Jun-09	55.00	60.00	60.00	57.50
30-May-09	55.00	60.00	57.50	48.13
18-May-09	50.00	55.00	52.50	44.69
11-May-09	50.00	55.00	52.50	44.69
30-Apr-09	50.00	55.00	52.50	44.69
27-Apr-09	50.00	55.00	52.50	42.81
13-Apr-09	50.00	55.00	52.50	42.81
31-Mar-09	40.00	45.00	42.50	39.38
23-Mar-09	40.00	45.00	42.50	39.38
16-Mar-09	40.00	45.00	42.50	39.38
12-Mar-09	40.00	45.00	42.50	39.38
09-Mar-09	40.00	45.00	42.50	39.69
28-Feb-09	35.00	40.00	37.50	35.00
23-Feb-09	35.00	40.00	37.50	32.19
16-Feb-09	35.00	40.00	37.50	32.19
09-Feb-09	35.00	40.00	37.50	31.56
31-Jan-09	30.00	40.00	35.00	28.44
26-Jan-09	25.00	35.00	30.00	24.69
16-Jan-09	25.00	35.00	30.00	24.69
12-Jan-09	25.00	35.00	30.00	24.69
31-Dec-08	25.00	30.00	27.50	23.13
24-Dec-08	25.00	30.00	27.50	22.19
15-Dec-08	25.00	30.00	27.50	22.19
05-Dec-08	25.00	30.00	27.50	23.75
30-Nov-08	25.00	30.00	27.50	23.75
28-Nov-08	25.00	30.00	27.50	23.75
21-Nov-08	25.00	40.00	32.50	27.81
14-Nov-08	25.00	40.00	32.50	27.81
31-Oct-08	25.00	40.00	32.50	27.81
22-Oct-08	80.00	90.00	85.00	85.00
15-Oct-08	120.00	130.00	125.00	103.57
30-Sep-08	120.00	130.00	125.00	103.75
26-Sep-08	135.00	140.00	137.50	122.19
15-Sep-08	135.00	140.00	137.50	122.81
09-Sep-08	135.00	140.00	137.50	124.64
30-Aug-08	140.00	145.00	142.50	124.38
27-Aug-08	140.00	145.00	142.50	124.38
18-Aug-08	140.00	145.00	142.50	125.31
31-Jul-08	140.00	145.00	142.50	125.31
25-Jul-08	150.00	160.00	155.00	127.50
15-Jul-08	150.00	160.00	155.00	127.19
30-Jun-08	150.00	160.00	155.00	127.19
23-Jun-08	150.00	160.00	155.00	127.19
16-Jun-08	150.00	160.00	155.00	127.19
31-May-08	150.00	160.00	155.00	130.31
14-May-08	150.00	160.00	155.00	134.69
07-May-08	150.00	160.00	155.00	135.31
30-Apr-08	150.00	160.00	155.00	135.31
22-Apr-08	150.00	160.00	155.00	137.50
14-Apr-08	150.00	160.00	155.00	140.94
07-Apr-08	150.00	160.00	155.00	140.94
31-Mar-08	150.00	160.00	155.00	140.94
10-Mar-08	150.00	160.00	155.00	135.94
29-Feb-08	150.00	160.00	155.00	135.94
08-Feb-08	150.00	160.00	155.00	133.44
31-Jan-08	130.00	145.00	137.50	125.63
25-Jan-08	130.00	145.00	137.50	123.13
11-Jan-08	130.00	145.00	137.50	123.44
31-Dec-07	130.00	135.00	132.50	121.88
19-Dec-07	130.00	135.00	132.50	121.88
06-Dec-07	130.00	135.00	132.50	132.50
30-Nov-07	130.00	135.00	132.50	121.88
26-Nov-07	130.00	135.00	132.50	125.31
13-Nov-07	130.00	135.00	132.50	125.31
07-Nov-07	140.00	150.00	145.00	128.44
31-Oct-07	140.00	150.00	145.00	130.63
25-Oct-07	140.00	150.00	145.00	133.93
19-Oct-07	140.00	150.00	145.00	130.63
15-Oct-07	140.00	150.00	145.00	130.31
09-Oct-07	140.00	150.00	145.00	130.31
29-Sep-07	135.00	145.00	140.00	124.69
27-Sep-07	135.00	145.00	140.00	124.69
21-Sep-07	135.00	145.00	140.00	121.56
14-Sep-07	135.00	145.00	140.00	121.56
31-Aug-07	135.00	145.00	140.00	120.94
28-Aug-07	135.00	145.00	140.00	120.94
15-Aug-07	125.00	135.00	130.00	118.75
31-Jul-07	125.00	135.00	130.00	116.56
24-Jul-07	125.00	135.00	130.00	116.50
13-Jul-07	125.00	135.00	130.00	116.56
30-Jun-07	115.00	120.00	117.50	109.38
25-Jun-07	115.00	120.00	117.50	109.38
06-Jun-07	110.00	115.00	112.50	105.63
31-May-07	110.00	115.00	112.50	105.94
18-May-07	110.00	115.00	112.50	105.94
11-May-07	110.00	115.00	112.50	105.94
10-May-07	110.00	115.00	112.50	112.50
04-May-07	110.00	115.00	112.50	105.94

30-Apr-07	120.00	130.00	125.00	115.63
27-Apr-07	120.00	130.00	125.00	116.88
17-Apr-07	120.00	130.00	125.00	116.25
09-Apr-07	120.00	135.00	127.50	131.56
31-Mar-07	140.00	155.00	147.50	144.29
16-Mar-07	140.00	155.00	147.50	145.94
08-Mar-07	140.00	155.00	147.50	145.94
02-Mar-07	140.00	155.00	147.50	146.56
28-Feb-07	130.00	140.00	135.00	125.00
23-Feb-07	130.00	140.00	135.00	125.00
05-Feb-07	105.00	120.00	112.50	100.94
31-Jan-07	105.00	115.00	110.00	97.19
20-Jan-07	95.00	105.00	100.00	82.81
02-Jan-07	90.00	95.00	92.50	77.19
30-Dec-06	90.00	95.00	92.50	77.19
13-Dec-06	90.00	95.00	92.50	77.86
30-Nov-06	90.00	95.00	92.50	77.50
20-Nov-06	75.00	85.00	80.00	72.50
10-Nov-06	75.00	85.00	80.00	74.38
31-Oct-06	75.00	85.00	80.00	75.00
13-Oct-06	80.00	85.00	82.50	79.69
30-Sep-06	85.00	95.00	90.00	85.00
25-Sep-06	85.00	95.00	90.00	85.31
22-Sep-06	85.00	95.00	90.00	90.00
20-Sep-06	85.00	95.00	90.00	90.00
05-Sep-06	95.00	100.00	97.50	91.25
30-Aug-06	95.00	100.00	97.50	91.25
22-Aug-06	95.00	100.00	97.50	91.25
07-Aug-06	95.00	100.00	97.50	90.94
31-Jul-06	95.00	100.00	97.50	91.25
28-Jul-06	95.00	100.00	97.50	91.25
11-Jul-06	95.00	100.00	97.50	91.25
30-Jun-06	95.00	100.00	97.50	88.44
23-Jun-06	90.00	100.00	95.00	86.56
12-Jun-06	85.00	90.00	87.50	80.63
31-May-06	85.00	90.00	87.50	79.38
26-May-06	85.00	90.00	87.50	77.50
22-May-06	85.00	90.00	87.50	77.50
15-May-06	85.00	90.00	87.50	77.50
08-May-06	85.00	90.00	87.50	77.08
29-Apr-06	85.00	90.00	87.50	76.56
24-Apr-06	85.00	90.00	87.50	76.56
17-Apr-06	85.00	90.00	87.50	76.56
07-Apr-06	85.00	90.00	87.50	76.56
31-Mar-06	80.00	85.00	82.50	71.25
24-Mar-06	80.00	85.00	82.50	68.13
14-Mar-06	80.00	85.00	82.50	68.13
10-Mar-06	80.00	85.00	82.50	68.44
06-Mar-06	80.00	85.00	82.50	68.44
28-Feb-06	75.00	80.00	77.50	63.44
24-Feb-06	75.00	80.00	77.50	63.44
10-Feb-06	75.00	80.00	77.50	63.44
31-Jan-06	75.00	80.00	77.50	63.75
23-Jan-06	75.00	80.00	77.50	62.50
06-Jan-06	75.00	80.00	77.50	64.29
30-Dec-05	75.00	80.00	77.50	67.19
22-Dec-05	75.00	80.00	77.50	67.19
05-Dec-05	75.00	85.00	80.00	67.50
30-Nov-05	75.00	80.00	77.50	66.56
14-Nov-05	75.00	85.00	80.00	68.13
04-Nov-05	75.00	85.00	80.00	68.13
31-Oct-05	80.00	85.00	82.50	72.50
07-Oct-05	85.00	95.00	90.00	76.88
30-Sep-05	85.00	90.00	87.50	76.56
26-Sep-05	85.00	95.00	90.00	77.19
19-Sep-05	90.00	95.00	92.50	81.56
09-Sep-05	90.00	95.00	92.50	80.00
30-Aug-05	90.00	95.00	92.50	77.81
19-Aug-05	100.00	105.00	102.50	90.94
12-Aug-05	100.00	105.00	102.50	90.94
05-Aug-05	100.00	105.00	102.50	90.94
30-Jul-05	100.00	105.00	102.50	91.25
15-Jul-05	100.00	105.00	102.50	91.56
30-Jun-05	100.00	105.00	102.50	89.69
20-Jun-05	100.00	105.00	102.50	89.69
17-Jun-05	95.00	105.00	100.00	85.63
31-May-05	95.00	105.00	100.00	87.86
12-May-05	90.00	100.00	95.00	85.94
30-Apr-05	90.00	105.00	97.50	90.63
24-Apr-05	90.00	105.00	97.50	90.63
06-Apr-05	90.00	105.00	97.50	90.31
30-Mar-05	100.00	110.00	105.00	94.69
18-Mar-05	100.00	110.00	105.00	94.69
11-Mar-05	100.00	110.00	105.00	94.69
02-Mar-05	100.00	110.00	105.00	95.94
28-Feb-05	100.00	110.00	105.00	97.31
07-Feb-05	100.00	110.00	105.00	97.31
31-Jan-05	100.00	110.00	105.00	93.25
21-Jan-05	100.00	110.00	105.00	93.25
13-Jan-05	100.00	110.00	105.00	93.44
03-Jan-05	100.00	110.00	105.00	93.44
10-Dec-04	100.00	110.00	105.00	93.44
29-Nov-04	95.00	100.00	97.50	89.06

22-Oct-04	95.00	100.00	97.50	95.00
15-Oct-04	95.00	100.00	97.50	89.38
13-Oct-04	95.00	100.00	97.50	86.88
08-Sep-04	95.00	100.00	97.50	86.88
27-Aug-04	95.00	100.00	97.50	90.00
13-Aug-04	100.00	105.00	102.50	101.25
06-Aug-04	100.00	110.00	105.00	93.75
23-Jul-04	100.00	110.00	105.00	95.31
02-Jul-04	100.00	110.00	105.00	95.00
22-Jun-04	100.00	110.00	105.00	94.17
03-Jun-04	100.00	110.00	105.00	97.25
05-May-04	100.00	110.00	105.00	97.50
29-Mar-04	100.00	110.00	105.00	98.75
05-Mar-04	90.00	100.00	95.00	96.88
04-Feb-04	90.00	100.00	95.00	84.06
03-Feb-04	85.00	95.00	90.00	83.44
12-Dec-03	75.00	90.00	82.50	75.83
05-Dec-03	75.00	90.00	82.50	70.00
03-Dec-03	75.00	90.00	82.50	70.63
14-Nov-03	75.00	85.00	80.00	70.00
20-Oct-03	75.00	85.00	80.00	69.38
12-Sep-03	70.00	80.00	75.00	68.75
15-Aug-03	70.00	80.00	75.00	68.57
08-Aug-03	70.00	80.00	75.00	68.75
09-Jul-03	70.00	80.00	75.00	70.00
02-Jul-03	75.00	85.00	80.00	72.19
09-Jun-03	75.00	85.00	80.00	78.13
30-May-03	75.00	85.00	80.00	73.44
07-May-03	75.00	85.00	80.00	75.00
24-Apr-03	75.00	85.00	80.00	74.58
22-Apr-03	75.00	90.00	82.50	75.31
07-Apr-03	75.00	90.00	82.50	82.50
04-Apr-03	75.00	90.00	82.50	75.31
31-Mar-03	75.00	90.00	82.50	76.25
14-Mar-03	75.00	90.00	82.50	74.29
08-Mar-03	70.00	85.00	77.50	70.31
06-Mar-03	65.00	80.00	72.50	66.25
28-Feb-03	65.00	80.00	72.50	65.31
24-Feb-03	60.00	70.00	65.00	60.63
14-Feb-03	55.00	65.00	60.00	52.19
07-Feb-03	55.00	65.00	60.00	52.19
06-Feb-03	50.00	65.00	57.50	54.17
13-Jan-03	50.00	60.00	55.00	50.63
10-Jan-03	55.00	60.00	57.50	53.75
08-Jan-03	55.00	65.00	60.00	57.50
13-Dec-02	55.00	65.00	60.00	57.19

* Rows highlighted in yellow indicate that the price changed on that date

Notes:

Grades and preparation of baled materials are as defined in the most recent Paper Stock Institute of America Standards and Practices PS Circular.

Prices are F.O.B. seller's dock in trailerload/carload quantities and do not reflect variances such as: spot loads, premiums, freight allowances, regular quantity shipments, contract terms, etc.

Price ranges are the result of information provided weekly by the industry and do not reflect the opinions of the publisher. This index is for reference purposes only and does not infer any commitment to buy or sell at the reported price.

Subscribers are urged to use several industry price indexes available in combination with the above referenced prices in gaining a broader information and polling base when tracking numbers. While any one single index can provide useful information to the reader, it cannot capture buying, selling or production practices that are unique to any given business.

Price Index Content Copyright 2015 by Recycling Data Management Corporation

[Back](#) | [Top of Page](#) | [Secondary Materials Pricing \(SMP\)](#)

[HOME](#) | [MEMBERSHIP OPTIONS](#) | [LIST MY COMPANY](#) | [ADVERTISE](#)

For Assistance, call 1-330-956-8911 or 1-877-825-6555

Copyright© 2001-2015 RecyclingMarkets.net



City of Killeen Public Relations & Pilot Program City Council Results Presentation

Presented by: Mark Windus and Nicole Griffin



Date: February 2, 2016

UtiliWorks™

Agenda

- Introductions
- Public Relations & Education Campaign Overview
- Pilot Program Strategy
- Q&A



Public Relations & Education Campaign Tasks

- The campaign consists of the following tasks:

- Define Objectives
- Define Target Audience
- Determine Applications
- Develop a Campaign Strategy
- Define Methods to Analyze Campaign Results
- Implement
- Analyze Results

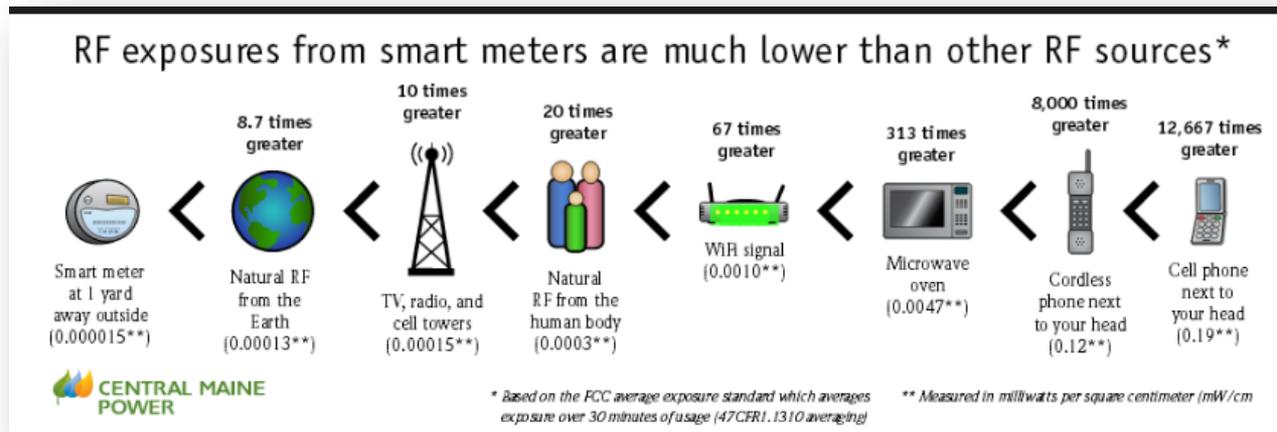
WBS	Task Name	% Complete	Duration	Start	Finish
0	BELCO AMI Public Awareness Campaign	10%	267d	Thu 10/30/14	Wed 11/25/15
1	Program Development	100%	42.5d	Thu 10/30/14	Fri 1/9/15
1.1	Project Start Milestone	100%	0d	Thu 10/30/14	Thu 10/30/14
1.2	Develop Public Awareness Campaign	100%	8.5w	Thu 10/30/14	Fri 1/9/15
1.3	Public Awareness Campaign Accepted	100%	0d	Fri 1/9/15	Fri 1/9/15
2	Prepare and Deliver Monthly PR Status Reports (Executive Steering Committee and Steering Committee Reports)	0%	192d	Fri 2/6/15	Fri 11/6/15
3	Organizational Awareness and Training	0%	234d	Mon 12/1/14	Fri 11/6/15
3.1	Timeline & Benefits Meeting (Company Wide)	0%	7d	Mon 3/23/15	Tue 3/31/15
3.2	Educate Department Heads on Areas of Concern	0%	103d	Mon 12/1/14	Mon 5/4/15
3.3	Monthly Department Meeting- AMI Project Updates	0%	192d	Fri 2/6/15	Fri 11/6/15
3.4	Monthly Intranet AMI Project Status Updates	0%	192d	Fri 2/6/15	Fri 11/6/15
3.5	Update FAQ Based on Feedback from BELCO Staff	0%	10d	Tue 5/12/15	Tue 5/26/15
3.6	FAQ Updated and Circulated to Employees	0%	0w	Tue 5/26/15	Tue 5/26/15
3.7	Organizational Awareness and Training Complete	0%	0d	Tue 5/26/15	Tue 5/26/15
4	Customer Communication	0%	208.28d	Wed 1/28/15	Fri 11/20/15
4.1	Alpha Pilot	0%	72.5d	Wed 1/28/15	Mon 5/11/15
4.1.1	Alpha Pilot Start Milestone	0%	0d	Mon 2/16/15	Mon 2/16/15
4.1.2	Communication Prior to Pilot Installation	0%	34.5d	Wed 1/28/15	Wed 3/18/15
4.1.2.1	Develop Advanced Metering Brochure	0%	3.5w	Wed 1/28/15	Fri 2/20/15
4.1.2.2	Develop/ refine FAQ for BELCO's website	0%	2w	Wed 3/4/15	Wed 3/18/15
4.1.2.3	Setup Smart Meter Demonstration Site at the Utility	0%	5d	Wed 3/11/15	Wed 3/18/15
4.1.2.4	Advanced Metering Brochure distributed	0%	0d	Wed 3/18/15	Wed 3/18/15
4.1.2.5	FAQ Updated/ Published on BELCO's Website	0%	0d	Wed 3/18/15	Wed 3/18/15
4.1.2.6	Smart Meter Demonstration Setup Complete	0%	0d	Wed 3/18/15	Wed 3/18/15
4.1.3	Recruit Beta Pilot Participants	0%	60d	Mon 2/16/15	Mon 5/11/15
4.1.4	Communication PostPilot Installation	0%	5d	Tue 4/14/15	Tue 4/21/15
4.2	Beta Pilot	0%	165.78d	Mon 3/30/15	Fri 11/20/15
5	Project Management	0%	229d	Mon 1/5/15	Wed 11/25/15
6	Full Deployment Start Milestone	0%	0d	Wed 11/25/15	Wed 11/25/15

- Following this methodology, UWC has implemented numerous successful public relations campaigns.

- Recent projects include: City of Long Beach (CA), City of Ruston (LA), Orangeburg DPU (SC), BELCO (Bermuda), City of Monroe (LA)

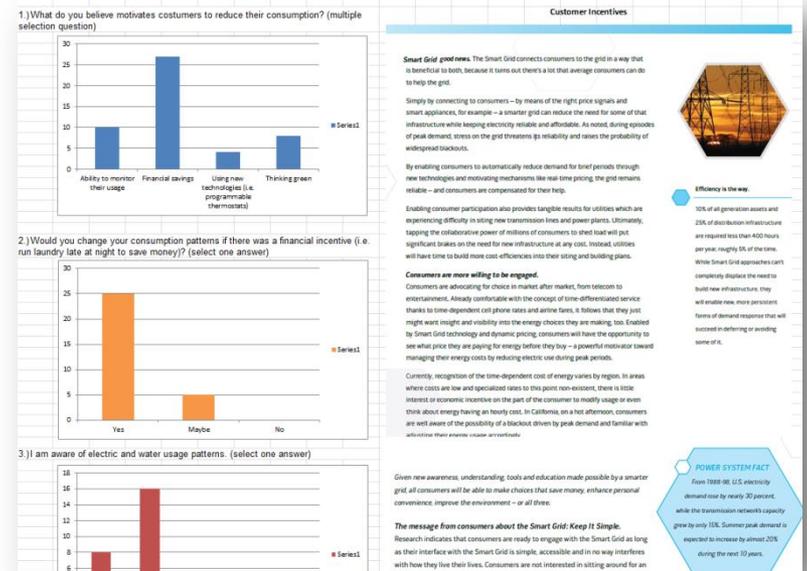
Define Goals & Objectives

- Increase positive perception of the utility
- Educate customers on the program benefits
- Address the top issues:
 - Installation Issues
 - Privacy/ Cyber Security
 - Accuracy
 - Cost
 - Radio Frequency (RF) Health Effects
- Validate effectiveness of outreach for targeted applications (social media, traditional print, etc.)



Organizational Awareness and Training

- Additional information appropriate for internal staff will be published at various stages of the project
- Typical information pieces include:
 - Presentations
 - Surveys (feedback is compiled and analyzed)
 - E-mail newsletters/ announcements/ status reports
 - Printed flyers/ brochures, etc.
- Topics may include:
 - Project benefits and information sharing
 - Transitional change upon the organization
 - Green initiative concepts
 - RF health studies, privacy, and other areas of concern.



Customer Notifications

- A variety of customer notifications should be developed based on the initial discovery session. Formats may include:
 - Customer notifications (bill notices, mailers)
 - Community events
 - Door hangers
 - Status letters
 - Press releases
 - Brochures
 - Websites
 - Display Site

RUSTON Power Smart

The CITY OF RUSTON is building an electric system that is more efficient, resilient, cleaner, reliable and responsive – a Smart Grid.



Smart Gas Metering Program

The City of Long Beach (CLB) Gas Utility is implementing a state of the art metering solution to benefit its customers and improve utility operations.

These new smart gas meters communicate consumption data directly to CLB, making the utility's processes more accurate and efficient. This also eliminates the need for utility representatives to visit homes and businesses to gather information about gas usage for billing purposes.

Benefits

- + Empowering Customers
- + Improving Customer Satisfaction
- + Enhancing Customer Privacy And Safety
- + Reducing Carbon Footprint And Vehicular Traffic
- + Increasing Operational Efficiencies
- + Meter Reading And Billing Accuracy

Smart Gas Metering

- » Smart Gas Meter Program
- » Benefits
- » How it Works
- » What to Expect
- » Frequently Asked Questions

Download CLB's Smart Gas Metering Brochure

Read Frequently Asked Questions (FAQs)



SMART GRID AND AMI

The City of Ruston is at the forefront of the Smart Grid movement. The electric industry as a whole is making information from a centralized, producer-network to one that is more interactive for consumers. The Smart Grid is characterized by a two-way flow of electricity and information. By incorporating innovative technologies into an improved electric infrastructure, the Smart Grid will advance utility performance and provide better service to customers.

BRIGHT DEVELOPMENTS FOR RUSTON LIGHT & POWER

The City of Ruston successfully completed the design, procurement and implementation of a Smart Metering Pilot Project in 2009. During the course of the pilot, the City applied for the U.S. Department of Energy Smart Grid Investment Grant Program. Ruston was selected late October, 2009 to receive \$4.3 million in funding as one of only one-hundred recipients nationwide. Utility Automation and Engineering T&D Magazine awarded the City of Ruston the Smart Grid Project of the Year in March, 2010 for its innovative design in the grant application.

Goals for the Smart Grid Grant project include:

- Renewable energy generation for targeted city buildings
- A 50% reduction of distribution system interruptions
- Fuel reduction of 7,500 gallons
- A 5% energy reduction overall for customers
- An estimated community cost savings of over \$5,266,674

According to Danell Caraway, Public Utility Manager, the three-year project also focuses on enhancements to customer account software, automation of the electric distribution system, and testing of energy storage devices including electric vehicles.

Mayor Dan Hollingsworth said that when fully deployed, the new system will make Ruston's power grid more efficient and user-friendly. "These improvements will save Ruston customers on their power and water bills. It will also ensure more accurate meter readings," says the Mayor.

The City retained Utiliworks, a Baton Rouge-based firm that builds smart utility solutions, to assist with the pilot and the grant application. Dale Pennington, Utiliworks' Managing Director, explains that the project fully accommodates all critical components of a smart grid as defined by EPRI - the Electric Power Research Institute. "Incorporating all these components which cut across so many technical disciplines will make this one of the forward thinking smart grid projects in the United States," says Dale Pennington.

Pilot Prerequisites

- AMI Feasibility Study
 - Very positive business case for AMI, MDMS, Leak Detection and Pressure Monitoring
- Procurement Phase
 - Detailed requirements definition
 - RFP development and administration
 - Vendor evaluation and selection
 - Contract negotiations
- Public relations and education campaign developed

Pilot Project Goals

- Proof of concept vehicle
- End to end system test and integration
 - Meets acceptance criteria
- Future state business processes are designed
- All staff members are trained and ready for full deployment
- Customer communication is vetted to better meet customers' needs
- Decision point on whether or not to proceed with full deployment

Pilot Area Considerations

- When selecting a pilot area, we recommend the following considerations in order to capture a representative cross section of Killeen's service area:
 - A defined area such as a specific cycle, route, or neighborhood
 - Physical terrain
 - All customer classes
 - The majority of meter types
 - Backhaul methods
 - High turnover area
 - Special functionality

Pilot Project Scope

- The pilot includes a planning phase and a deployment phase
 - Detailed pilot planning and development - 3 months to overlap with certain deployment tasks
 - Pilot deployment is split into two distinct phases - Alpha and Beta
 - Alpha phase - focus is dedicated to the integration of meter data from the AMI headend to the MDMS and back to the CIS
 - Beta phase - field deployment of a pre-determined quantity of metering hardware and backhaul network infrastructure
- *Estimated Pilot Timeline 12-16 Months*

Q&A

Thank You!

For questions and additional information, please contact:

Nicole Griffin, PMP

Associate

UtiliWorks Consulting, LLC

ngriffin@utiliworks.com

631-375-1125



City of Killeen

Legislation Details

File #: DS-16-015 **Version:** 1 **Name:** Receive a Presentation and Discuss Submitting an Application to the Killeen-Temple Metropolitan Planning Organization (KTMPO)

Type: Discussion Items **Status:** Discussion Items

File created: 1/28/2016 **In control:** City Council Workshop

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

Title: Receive a Briefing and Discuss Submitting an Application to the Killeen-Temple Metropolitan Planning Organization (KTMPO) in Response to KTMPO's January 25, 2016 Call for Projects to Receive Transportation Alternatives Program (TAP) Funding (Category 9)

Sponsors: City Manager Department, Public Works Department

Indexes:

Code sections:

Attachments:

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



City of Killeen

Legislation Details

File #: DS-16-016 **Version:** 1 **Name:** Discuss Pay Day Loan Ordinance
Type: Discussion Items **Status:** Discussion Items
File created: 1/22/2016 **In control:** City Council Workshop
On agenda: 2/2/2016 **Final action:**
Title: Discuss Pay Day Loan Ordinance
Sponsors: City Attorney Department, City Manager Department
Indexes:
Code sections:
Attachments: [Draft Ordinance](#)

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

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://cfcaa.com/cfca-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 ____ day of _____, 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

DRAFT



City of Killeen

Legislation Details

File #: DS-16-017 **Version:** 1 **Name:** FY 17 Budget Update
Type: Discussion Items **Status:** Discussion Items
File created: 1/27/2016 **In control:** City Council Workshop
On agenda: 2/2/2016 **Final action:**
Title: Receive FY 17 Budget Update: The City Manager will give City Council an update on the FY 17 Budget process to date and proposed timeline.
Sponsors: City Manager Department
Indexes:
Code sections:
Attachments:

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



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 Workshop
On agenda: 2/2/2016 **Final action:**
Title: Consider minutes of Regular City Council Meeting January 26, 2016.
Sponsors: City Secretary
Indexes:
Code sections:
Attachments: [Minutes](#)
[Okray Statement](#)

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

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 ¾ 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 Workshop

On agenda: 2/2/2016 **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
------	------	-----------	--------	--------

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 Workshop
On agenda: 2/2/2016 **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
------	------	-----------	--------	--------

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 Workshop
On agenda: 2/2/2016 **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
------	------	-----------	--------	--------

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 Workshop
On agenda: 2/2/2016 **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
------	------	-----------	--------	--------

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.

Copyright ©1996 National Society of Professional Engineers
1420 King Street, Alexandria, VA 22314

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

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

TABLE OF CONTENTS

Page

: ARTICLE 1 - SERVICES OF ENGINEER 2
 1.01 Scope 2

ARTICLE 2 - OWNER’S RESPONSIBILITIES 2
 2.01 General 2

ARTICLE 3 - TIMES FOR RENDERING SERVICES..... 2
 3.01 General 2
 3.02 Suspension..... 2

ARTICLE 4 - PAYMENTS TO ENGINEER..... 2
 4.01 Methods of Payment for Services and Reimbursable Expenses of ENGINEER 2
 4.02 Other Provisions Concerning Payments 2

ARTICLE 5 - OPINIONS OF COST 3
 5.01 Opinions of Probable Construction Cost 3
 5.02 Designing to Construction Cost Limit 3
 5.03 Opinions of Total Project Costs 3

ARTICLE 6 - GENERAL CONSIDERATIONS 3
 6.01 Standards of Performance 3
 6.02 Authorized Project Representatives 4
 6.03 Design without Construction Phase Services 4
 6.04 Use of Documents 5
 6.05 Insurance..... 5
 6.06 Termination 6
 6.07 Controlling Law 6
 6.08 Successors, Assigns, and Beneficiaries 6
 6.09 Hazardous Environmental Condition 6
 6.10 Allocation of Risks 7
 6.11 Notices 7
 6.12 Survival..... 7
 6.13 Severability..... 7
 6.14 Waiver 8
 6.15 Headings 8

ARTICLE 7 - DEFINITIONS 8
 7.01 Defined Terms 8

ARTICLE 8 - EXHIBITS AND SPECIAL PROVISIONS..... 10
 8.01 Exhibits Included..... 10
 8.02 Total Agreement..... 11

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

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

_____ (“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

E-Mail Address: BWilson@mitchellinc.net

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 #: OR-16-003 **Version:** 1 **Name:** Cove Taxi Franchise Renewal
Type: Ordinance **Status:** Ordinances
File created: 1/5/2016 **In control:** City Council Workshop
On agenda: 2/2/2016 **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
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)

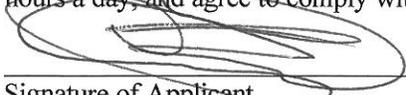
Section 121 of the city charter states: . . . ordinances shall not be passed finally until its third and final reading shall be at three separate regular meetings of the City Council of the City of Killeen, the last of which shall take place not less than thirty days from the first. No ordinance granting 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]

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

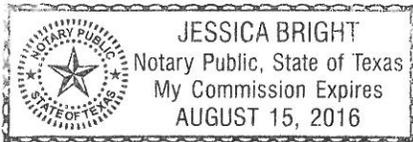
THE STATE OF TEXAS
COUNTY OF BELL

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

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, 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

DATE TITLE ISSUED

05000142010120841 01/15/2015

MODEL

MFG. CAPACITY
IN TONS

WEIGHT

LICENSE NUMBER

CXT

3200

FCJ6665

* PREVIOUS OWNER

C.A.R.S.

ODOMETER READING

120170

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

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

126850

C.A.R.S

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
VIE. 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



119512829

VEHICLE IDENTIFICATION NUMBER
1B3CB4HA8AD650301

YEAR MODEL
2010

MAKE OF VEHICLE
DODG

BODY STYLE
4D

TITLE/DOCUMENT NUMBER

DATE TITLE ISSUED

05000141962112703 11/28/2014

MODEL

MFG. CAPACITY
IN TONS

WEIGHT

LICENSE NUMBER

CXT

3100

DVJ1729

PREVIOUS OWNER

ODOMETER READING

C.A.R.S

102107

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

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

ODOMETER READING

CARS COPPERAS CO TX

102954

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

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

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

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
CSL5420

LICENSE NUMBER

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
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

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
PREVIOUS OWNER

DVJ1728

ODOMETER READING

97324

C.A.R.S

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
1D4GP25BX7B240075

YEAR MODEL
2007

MAKE OF VEHICLE
DODG

103499960

BODY STYLE
VN

TITLE DOCUMENT NUMBER
05000140883124754

DATE TITLE ISSUED
12/20/2011

MODEL
CAR

MFG. CAPACITY
IN TONS
1/2

WEIGHT
3900

LICENSE NUMBER
DD1S641

PREVIOUS OWNER
CARS COPPERAS CO TX

ODOMETER READING
62271

OWNER
**COVE TAXI INC
806 N 1ST STREET
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
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

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

ODOMETER READING

27525

OWNER

**COVE TAXI INC
806 NORTH 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

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.

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!
(254)542-7172

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



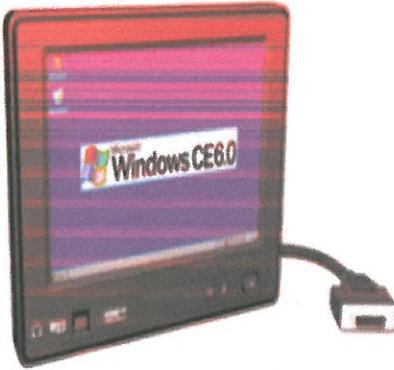


FINITE TECHNOLOGY INC.
A WIRELESS SOLUTION COMPANY

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: Global Liberty Insurance Co. NAIC #
INSURED Cove Taxi Inc. 806 N 1st Street Copperas Cove Texas 76522	INSURER A: 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; font-weight: bold;">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

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 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

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 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

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 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
2007

MAKE/MODEL
DODGE CARAVAN

VEHICLE IDENTIFICATION NUMBER
2D4GP44LX7R131591

AGENCY
Specialty Unlimited Agency, LLC
1140 Empire Central Suite 100
Dallas Texas

AGENCY PHONE NO.
214-905-9970

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

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 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

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 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

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 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

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 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.

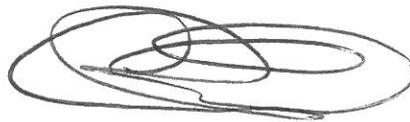
Lott Vernon & Co. P.C.

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.

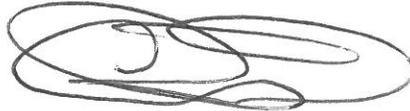
A handwritten signature in black ink, appearing to read 'CLARENCE PAGE', enclosed within a hand-drawn oval border.

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 horizontal line.

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 horizontal line.

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