



City of Killeen

Agenda

City Council Workshop

Tuesday, April 3, 2018

5:00 PM

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

Items for Discussion at Workshop

1. [DS-18-026](#) Discuss Agenda Items for the Regular City Council Meeting of April 10, 2018
2. [DS-18-027](#) WCID #1 Briefing
3. [DS-18-028](#) Discuss Whether There is a Public Purpose for City Support of the Killeen Professional Fire Fighters' Association's Fill-the-Boot Campaign Benefitting the Muscular Dystrophy Association
Attachments: [Staff Report](#)
[Memo COK Employees and Charitable Events](#)
4. [DS-18-029](#) Receive Crime Briefing
Attachments: [Presentation](#)
5. [DS-18-030](#) Receive Rough Proportionality and Traffic Impact Analysis Briefing
Attachments: [Presentation](#)

Items for Regular City Council Meeting of April 10, 2018

Minutes

6. [MN-18-007](#) Consider Minutes of Regular City Council Meeting of March 27, 2018.
Attachments: [Minutes](#)
[Okray Memorandum for Record](#)

Resolutions

7. [RS-18-022](#) Consider a memorandum/resolution approving an Interlocal agreement with Bell County for the project management of the security surveillance system upgrade on Robert Gray Army Airfield in support of the 2018 Defense Economic Adjustment Assistance Grant.
Attachments: [Staff Report](#)
[Interlocal Agreement](#)

[Presentation](#)

8. [RS-18-023](#) Consider a memorandum/resolution to approve a contract with CivicPlus, Inc. for the redevelopment of the City's primary website and development of a mobile application.
Attachments: [Staff Report](#)
[Agreement](#)
[Certificate of Interested Parties](#)
[Presentation](#)
9. [RS-18-024](#) Consider a memorandum/resolution authorizing the execution of Change Order No. 19 to McLean Construction, Inc. for the Trimmier Road Widening Project.
Attachments: [Staff Report](#)
[Change Order #19](#)
[Change Order List](#)
[Certificate of Interested Parties](#)
[Presentation](#)
10. [RS-18-025](#) Consider a memorandum/resolution to approve the City of Killeen's Capital Projects Policies.
Attachments: [Staff Report](#)
[Capital Projects Policies](#)
[Presentation](#)

Ordinance

11. [OR-18-005](#) Consider an ordinance amending Chapter 28 Traffic, Article V. Stopping, Standing and Parking, Sec. 28-132 Parking in residential areas.
Attachments: [Staff Report](#)
[Ordinance](#)
[Presentation](#)

Adjournment

I certify that the above notice of meeting was posted on the Internet and on the bulletin boards at Killeen City Hall and at the Killeen Police Department on or before 5:00 p.m. on March 29, 2018.

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. No official action will be taken by Council.

- *GKCC Military Relations Luncheon, April 4, 2018, 11:30 a.m., Texas A&M - Central Texas*
- *Texas Trash Off Event, April 7, 2018, 8:00 a.m., Killeen Community Center*
- *LULAC Banquet, April 14, 2018, 6:00 p.m., Marriott Courtyard*
- *GKCC Public Policy Luncheon, April 20, 2018, 11:30 a.m., Central Texas College*

Dedicated Service -- Every Day, for Everyone!



City of Killeen

Legislation Details

File #: DS-18-026 **Version:** 1 **Name:** Discuss Agenda Items
Type: Discussion Items **Status:** Discussion Items
File created: 3/20/2018 **In control:** City Council Workshop
On agenda: 4/3/2018 **Final action:**
Title: Discuss Agenda Items for the Regular City Council Meeting of April 10, 2018
Sponsors: City Manager Department
Indexes:
Code sections:
Attachments:

| Date | Ver. | Action By | Action | Result |
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City of Killeen

Legislation Details

File #: DS-18-027 **Version:** 1 **Name:** WCID #1 Briefing
Type: Discussion Items **Status:** Discussion Items
File created: 3/8/2018 **In control:** City Council Workshop
On agenda: 4/3/2018 **Final action:**
Title: WCID #1 Briefing
Sponsors: City Manager Department
Indexes:
Code sections:
Attachments:

| Date | Ver. | Action By | Action | Result |
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City of Killeen

Legislation Details

File #: DS-18-028 **Version:** 1 **Name:** Discuss Killeen Professional Fire Fighter's Association's Fill the Boot Campaign

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

File created: 3/27/2018 **In control:** City Council Workshop

On agenda: 4/3/2018 **Final action:**

Title: Discuss Whether There is a Public Purpose for City Support of the Killeen Professional Fire Fighters' Association's Fill-the-Boot Campaign Benefitting the Muscular Dystrophy Association

Sponsors: Fire Department, City Attorney Department

Indexes:

Code sections:

Attachments: [Staff Report](#)
[Memo COK Employees and Charitable Events](#)

| Date | Ver. | Action By | Action | Result |
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STAFF REPORT

DATE: April 3, 2018

TO: Ronald L. Olson, City Manager

FROM: Kathy Davis, City Attorney

SUBJECT: Required Public Purpose for City Support of the Killeen Professional Fire Fighters' Association's Fill-the-Boot Campaign Benefitting the Muscular Dystrophy Association

BACKGROUND AND FINDINGS:

For many years, the Killeen Professional Fire Fighters' Association has participated in a "Fill the Boot" campaign benefitting the Muscular Dystrophy Association. Beginning last year, the Association has conducted its campaign on dates other than those allowed by the city's solicitation ordinance, and has requested to solicit at locations other than those allowed by the ordinance. These changes require that an exception be made to allow that charitable activity on the different dates, and at additional locations. During discussion of this issue, it was revealed that the intent was to use on-duty firefighters to conduct this charitable activity, and that this has been the historical practice.

Article III, Section 52 and Article XI, Section 3 of the Texas Constitution state that the legislature may not authorize any county, city or other political subdivision to lend its credit or grant public money in aid of an individual, association, or corporation. The intent is to prevent local governments from making expenditures of public funds for a private purpose. This also prohibits city employees acting to benefit a private purpose while "on the clock" for the city.

Over the past several years, the city has taken strides to comply with these Constitutional requirements by ensuring that employee groups and associations understand that they can only conduct their group/association activities and participate in charity events while off duty. This has included addressing charity events that had been assisted or staffed by on-duty Parks and Recreations staff, as well as charitable activities conducted by on-duty police officers and employees. It is also the reason the city has been scaling back its participation in the annual United Way campaign over the past few years. Taking these actions is important because there must be accountability in the way the city spends its resources, whether those resources be dollars or employee efforts, and the city must ensure that those resources are expended lawfully.

Courts have interpreted this constitutional prohibition to be met as long as the payment of public funds or use of public resources directly accomplishes a legitimate city purpose, even if it also incidentally benefits a private interest. This determination must be made by the City Council and not by city staff, and must include the following findings: (1) there is a legitimate, predominately public purpose for the expenditure; (2) the city will receive adequate

consideration or return benefit for its donation; and (3) the arrangement has sufficient controls to guarantee that city funds are being used for a municipal public purpose. The benefit must be specific to the city, rather than to the public generally.

In Council's discussion of whether there is a sufficient, legitimate public purpose in allowing on-duty fire fighters to participate in this charitable event, the following should be considered:

- How will the funds collected by city employees be used to benefit the city?
- How are the funds accounted for? Who ensures the security of the donations?
- How will the city be able to verify that the funds are being used for a municipal purpose?
- An employee participating in this event will be covered by workers compensation in case of an accident or injury;
- Are fire fighters required to participate if on duty the day of the event?
- Should the City be listed as a partner with the KPFFA when the donation is made to the MDA?



INTEROFFICE MEMORANDUM

TO: Ronald L. Olson, City Manager
FROM: Kathy Davis, City Attorney
DATE: MARCH 22, 2018
SUBJECT: CITY OF KILLEEN EMPLOYEES AND CHARITABLE EVENTS

For many years, the Killeen Professional Fire Fighters' Association has participated in a "Fill the Boot" campaign benefitting the Muscular Dystrophy Association. Beginning last year, the Association has conducted its campaign on dates other than those allowed by the city's solicitation ordinance, requiring that an exception be made to allow that charitable activity on the different dates, and at additional locations. In discussing this request, it was relayed to me that the intent was to use on-duty firefighters to conduct this charitable activity.

Article III, Section 52 and Article XI, Section 3 of the Texas Constitution state that the legislature may not authorize any county, city or other political subdivision to lend its credit or grant public money in aid of an individual, association, or corporation. The intent is to prevent local governments from making expenditures of public funds for a private purpose. This also prohibits city employees acting to benefit a private purpose while "on the clock" for the city.

Over the past several years, the city has taken strides to ensure that employee groups and associations understand that they can only conduct their group/association activities while not on duty, and may only participate in charity events while off duty. This has included addressing charity events that had been assisted or staffed by on-duty Parks and Recreations staff, as well as charitable activities conducted by on-duty police officers and employees. It is important that there be accountability in the way the city spends its resources, whether those resources be dollars or employee efforts, and that those resources are expended lawfully.

It should be noted that a donation of money or resources can be made if the City Council determines: (1) there is a legitimate, predominately public purpose for the expenditure; (2) the city receives adequate consideration or return benefit for its donation; and (3) the arrangement has sufficient controls to guarantee that city



funds are being used for a municipal public purpose. The benefit must be specific to the city, rather than to the public generally.

If the location and date requirements of the solicitation ordinance are waived, I recommend that it be made clear that the participation of on-duty City of Killeen personnel is not allowed in this, or any other, charitable activity, absent a finding of a clear public purpose by the City Council.

Please let me know if you have any other questions.

A handwritten signature in cursive script that reads "Kathy Davis". The signature is written in dark ink and is positioned above a horizontal line.

Kathy Davis
City Attorney



City of Killeen

Legislation Details

File #: DS-18-029 **Version:** 1 **Name:** Crime Briefing
Type: Discussion Items **Status:** Discussion Items
File created: 3/20/2018 **In control:** City Council Workshop
On agenda: 4/3/2018 **Final action:**
Title: Receive Crime Briefing
Sponsors:
Indexes:
Code sections:
Attachments: [Presentation](#)

| Date | Ver. | Action By | Action | Result |
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CRIME UPDATE

DS-18-029

April 3, 2018

Crime Update

2

- Information will cover 2016 through present day, with a focus on October 2017, through March 2018.
- The data will compare monthly Part 1 Crimes from 2016-2018.
- Criminal Homicide, Rape, Robbery, Aggravated Assault, Auto Theft, Larceny and Burglary. (Part One Crimes)

Crime Update

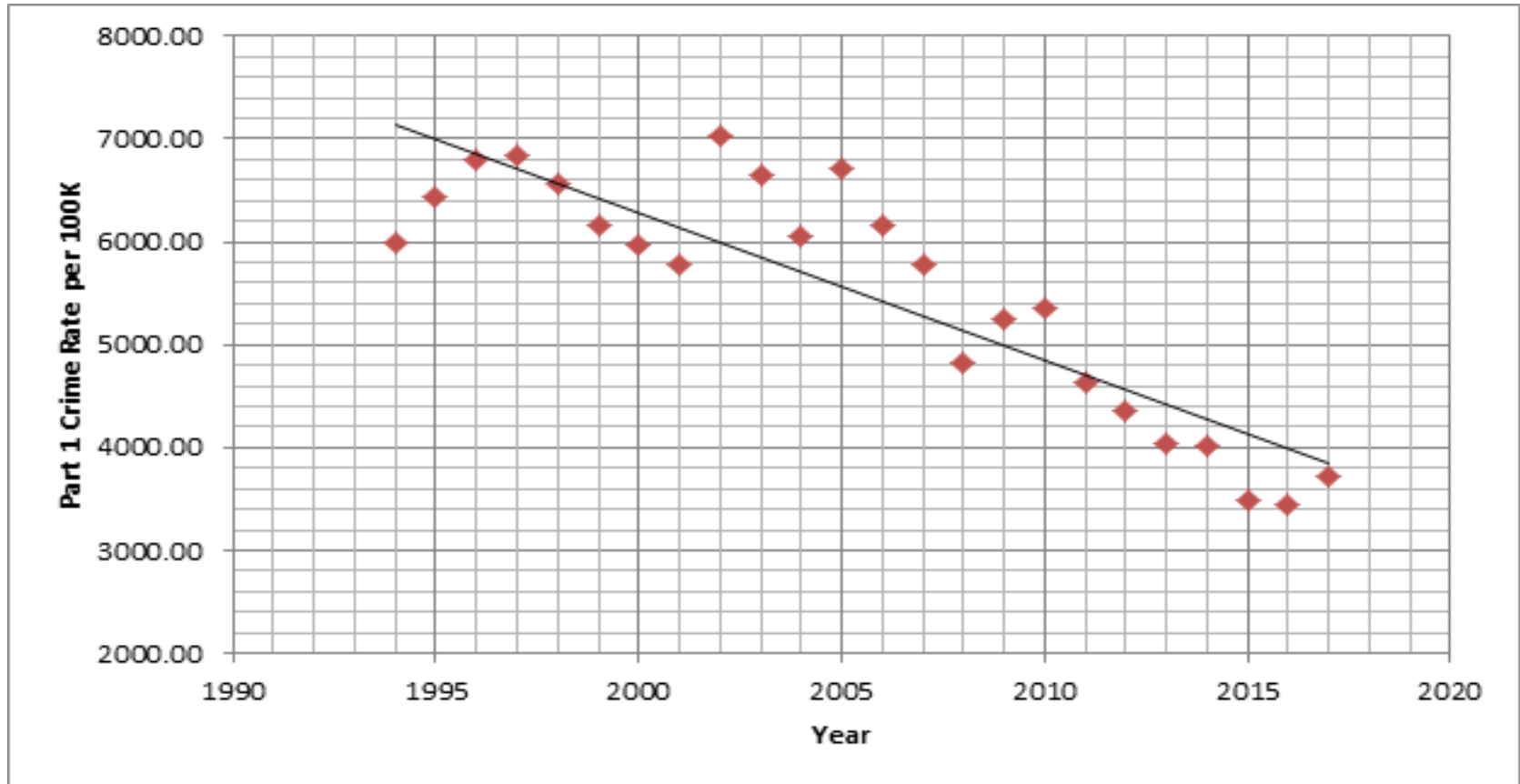
3

- Hired new Chief of Police - September 1, 2017.
- First 30 days was used to complete assessment of the department.
Conducted a thorough examination of crime data, processes, and workforce.
- Needed a plan - Solicited Department of Justice (OJP) for assistance.

Crime Update

4

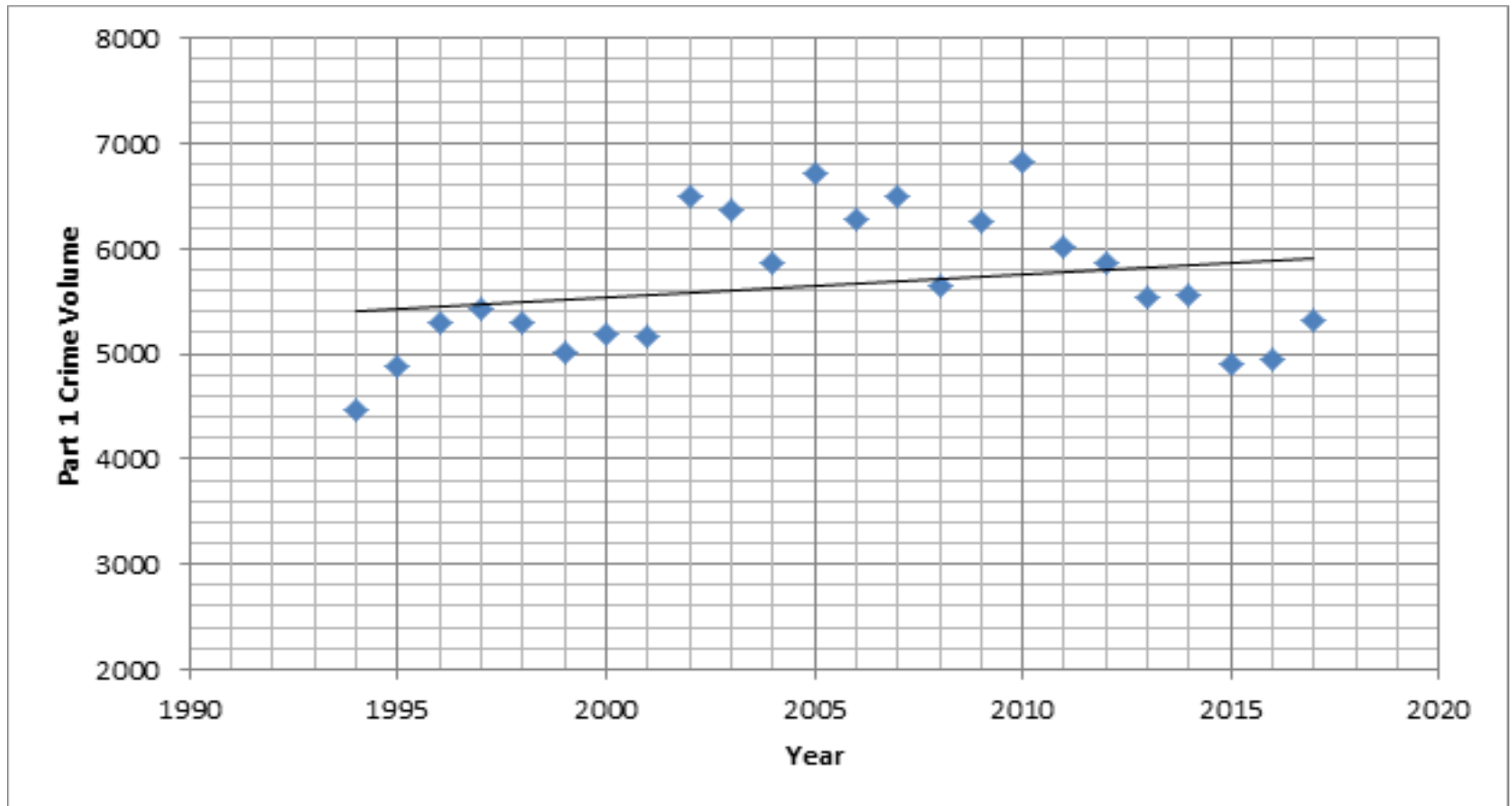
Crime Rate - Commonly used to compare a communities crime as it relates to their current population with other cities.



Crime Update

5

Volume - Raw number of reported Part One Crimes

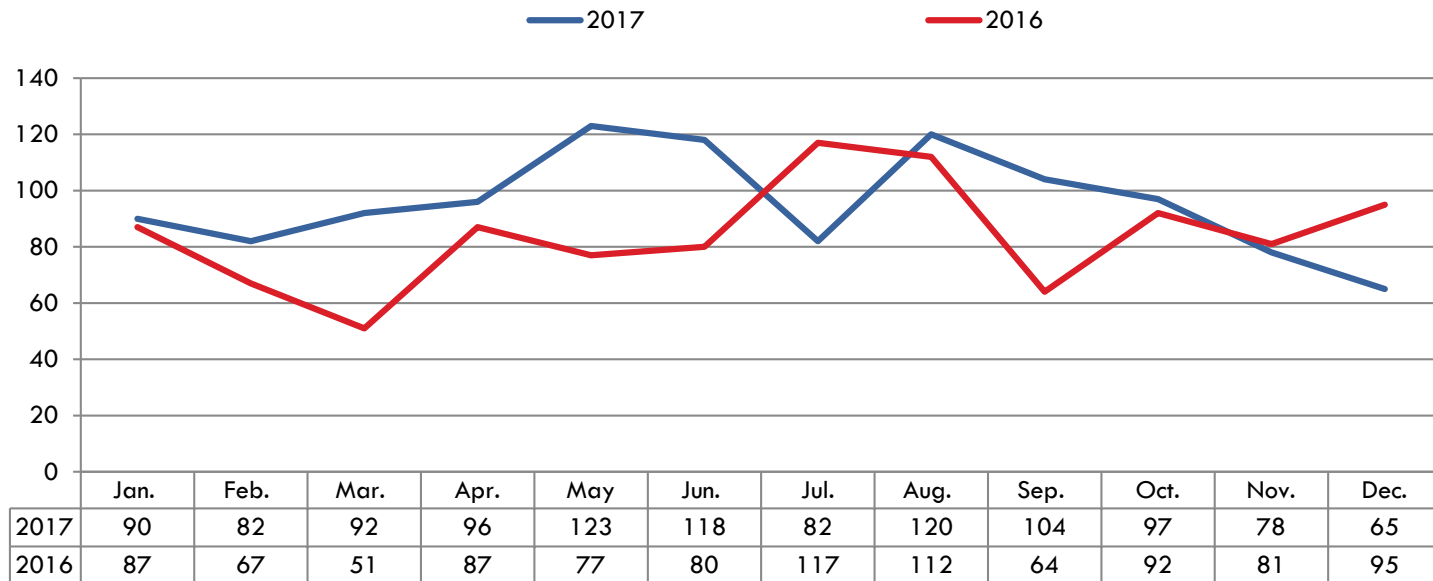


Crime Update

6

Violent Crime 2016 compared to 2017

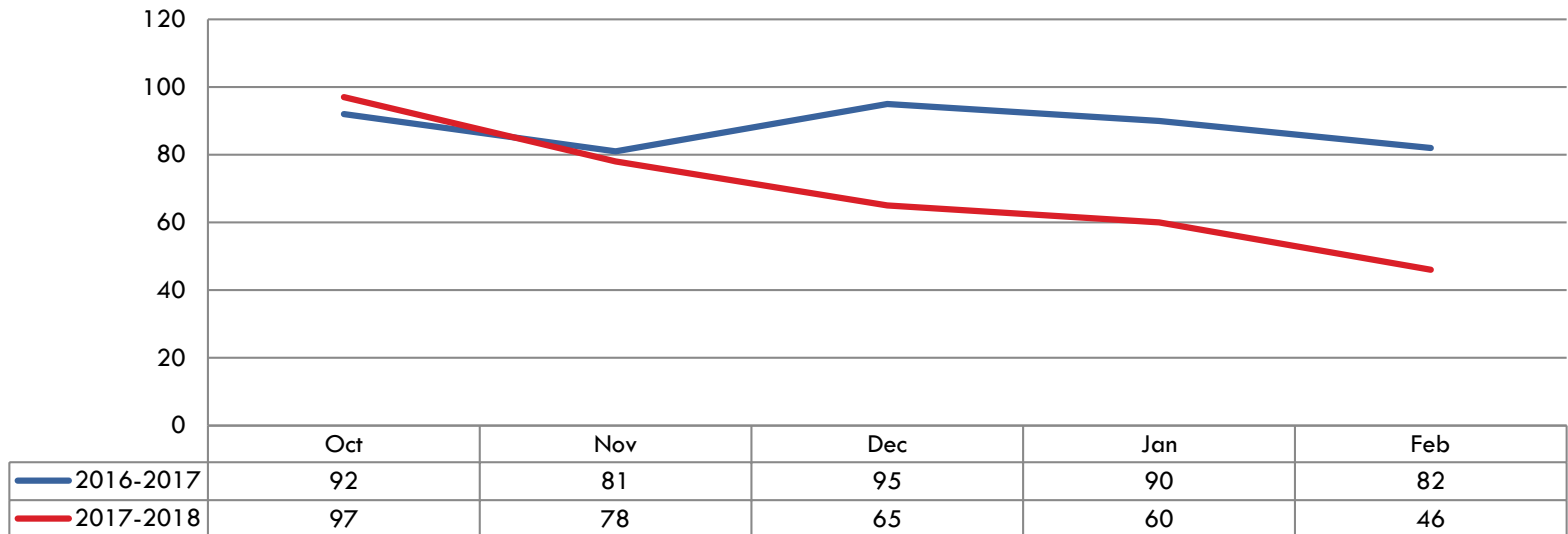
January 1, 2016 – December 31, 2017



Crime Update

Violent Crime FY17 compared to FY18

October 1, 2017 – February 28, 2018



Crime Update

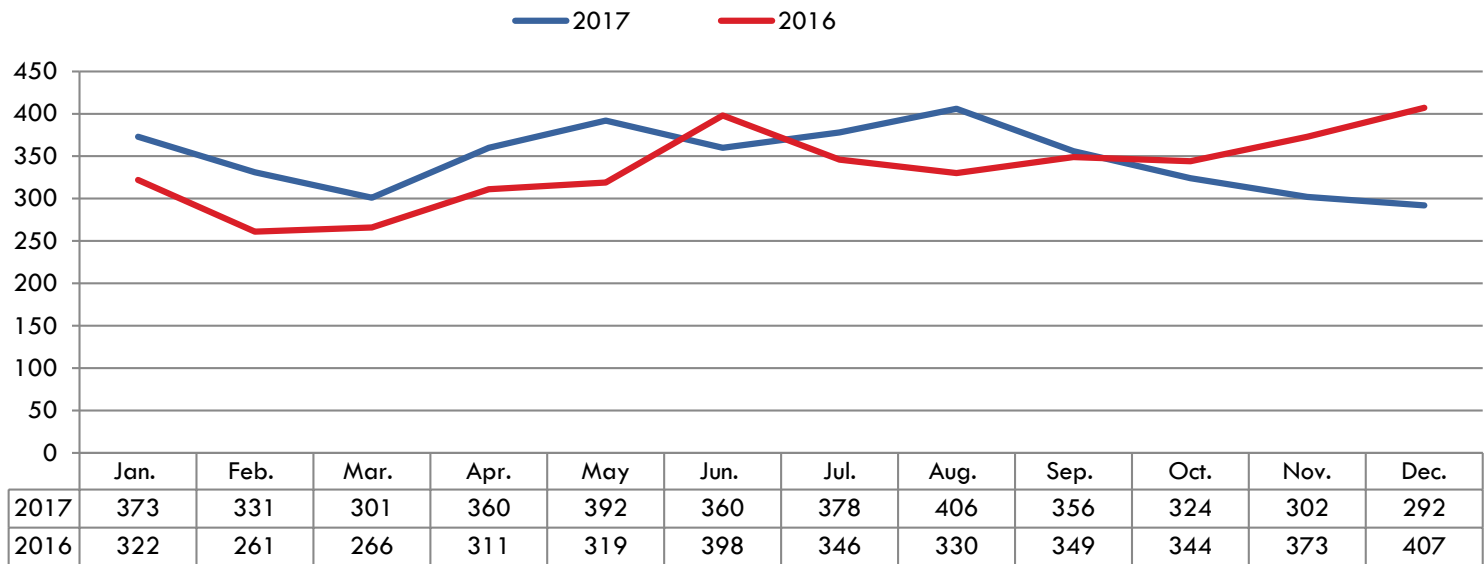
8

- The Killeen Police Department is focused on three (3) newly established Guiding Principles:
 1. Crime, Crime-Weekly COMPSTAT meeting.
 2. Operational efficiency.
 3. Improve relationship with community.

Crime Update

Non-Violent Crime FY16 versus FY17

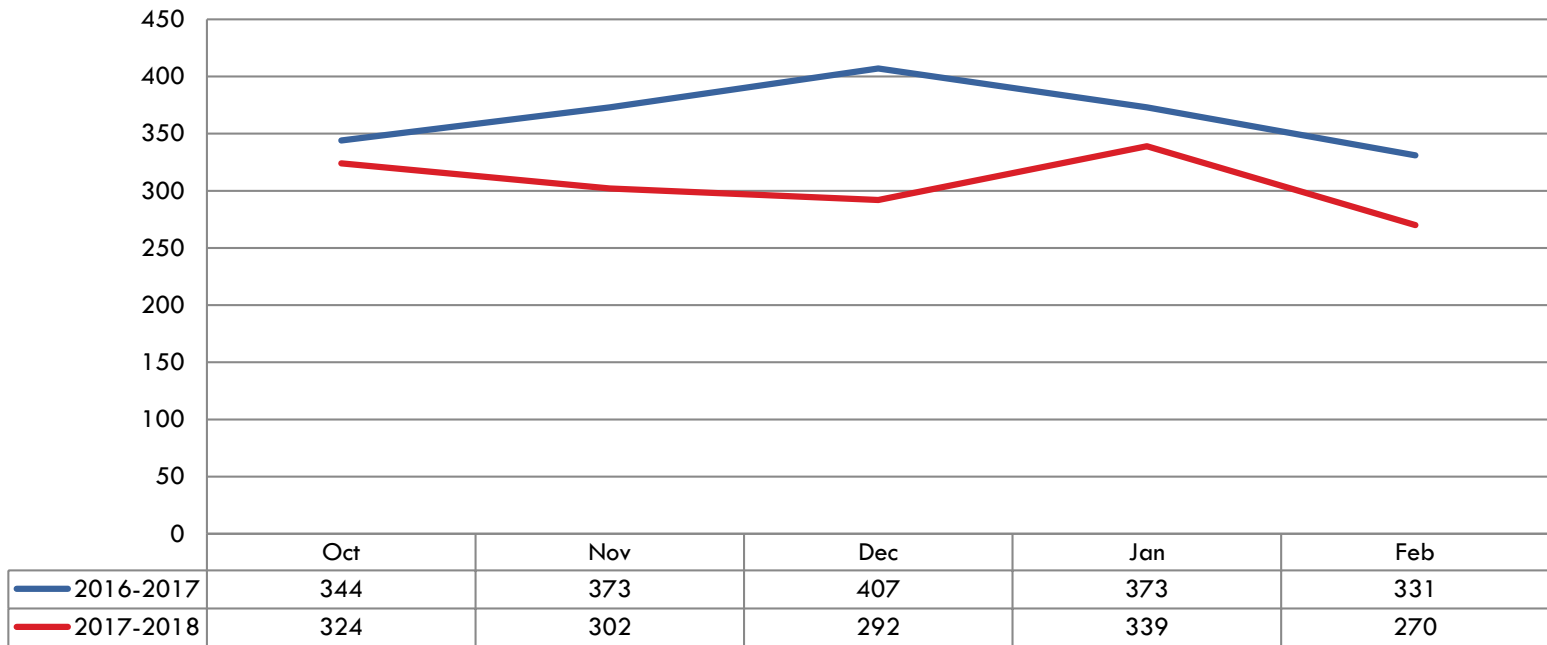
January 1, 2016 – December 3, 2017



Crime Update

Non-Violent Crime FY17 versus FY18

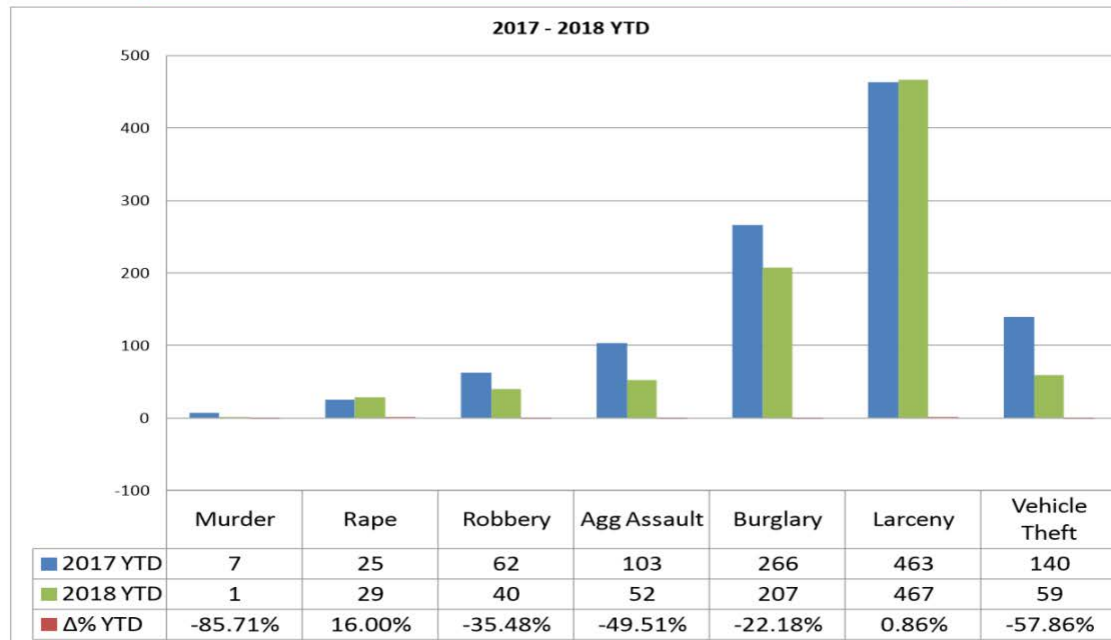
October, 1, 2017 – February 28, 2018



Crime Update

Snapshot of crime as of March 18, 2018, compared to same time last year

YTD Crime Index Volume—% of change



NC= Not Calculable, percentages cannot be calculated.

Crime Update

12

□ Summary

The Killeen Police Department is aware of many challenges and has faced them head on. We have focused on repeat offenders and the most violent criminals in our community. The Police Department has great partners in the United States Attorney's Office and the Bell County District Attorney's Office and they have committed to assist us in keeping our community safe.



City of Killeen

Legislation Details

File #: DS-18-030 **Version:** 1 **Name:** Rough Proportionality and Traffic Impact Analysis Briefing
Type: Discussion Items **Status:** Discussion Items
File created: 3/20/2018 **In control:** City Council Workshop
On agenda: 4/3/2018 **Final action:**
Title: Receive Rough Proportionality and Traffic Impact Analysis Briefing
Sponsors: Public Works Department
Indexes:
Code sections:
Attachments: [Presentation](#)

| Date | Ver. | Action By | Action | Result |
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ROUGH PROPORTIONALITY & TRAFFIC IMPACT ANALYSIS

DS-18-030

April 3, 2018

Strategic Questions

2

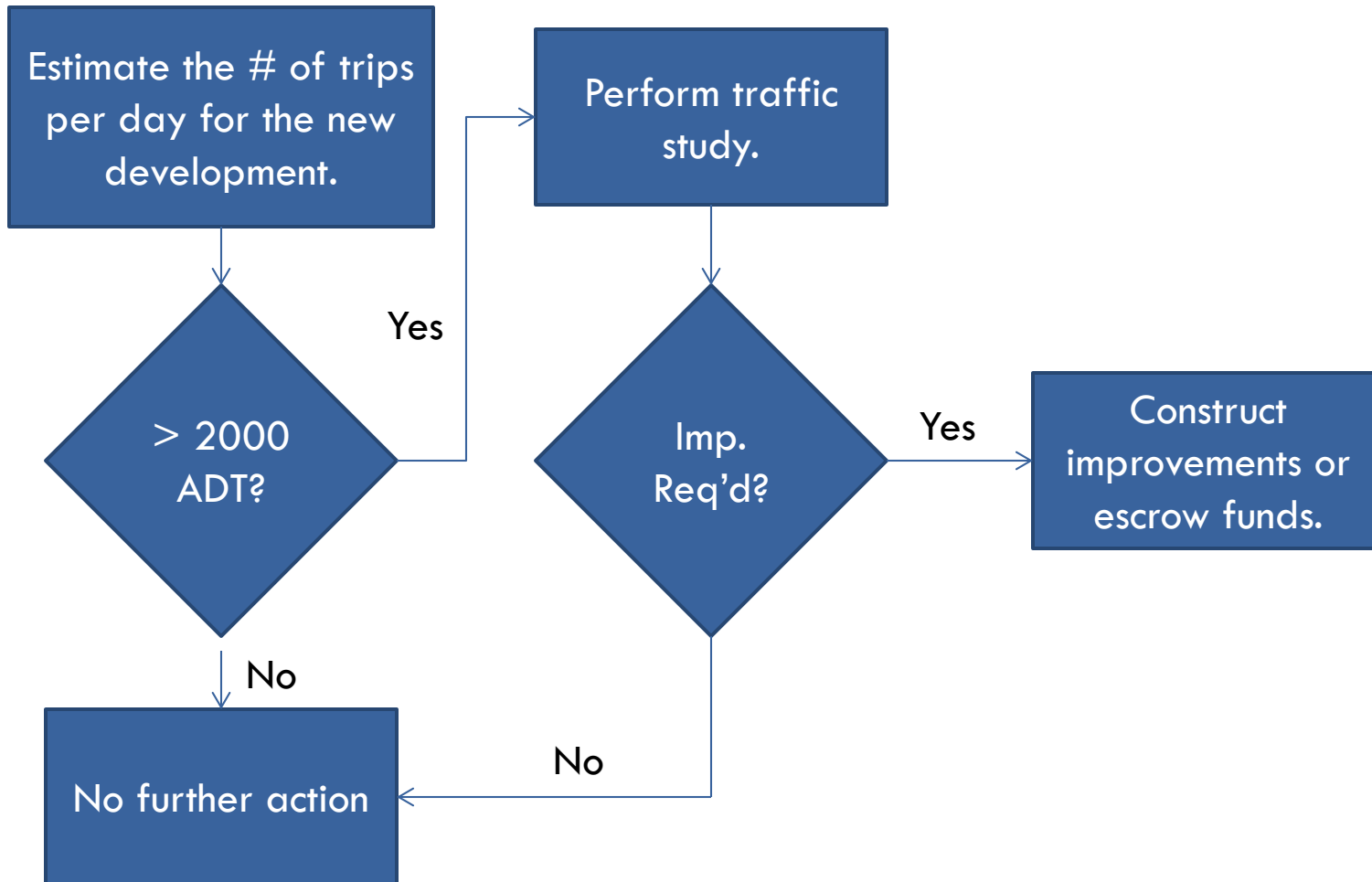
- Who is responsible for paying for the infrastructure necessary for growth?
- Would a traffic impact analysis ordinance be beneficial for the City of Killeen?

Background

- Rough proportionality is the concept that says that a development may only be required to install the amount necessary to offset their impact.
- The most common rough proportionality questions pertain to transportation related items such as street sections and necessary ROW.
- The current COK codes speak very little to the impact of the traffic generated by a development.
- In most cases the development is required to build only a local street to accommodate increased traffic.
- A Traffic Impact Analysis for larger developments would ensure that the proper improvements were being constructed or escrowed.

Traffic Impact Analysis

4



Traffic Impact Analysis

5

- Common among cities of our size.
 - ▣ Required by Waco, Georgetown, Round Rock, Hutto, TxDOT, and most all cities of our size.
- Allows City Council to have reassurance that traffic will be addressed during the platting process.
- Ensures the proper improvements are being constructed to prevent future issues.

Case Study #1*

6

- The White Rock Development (10 phases) totals approximately 1,776 residential lots and one elementary school with the primary point of access being Rosewood Drive.
- Based upon the ITE Trip Generation Report this subdivision generates an estimated 18,286 trips per day. The TIA mitigation plan would likely show that this development would need to construct the arterial roadway, Rosewood Drive from Stagecoach Road to White Rock, 10 (Current terminus).
- To date the City via oversizing agreement has paid \$1.8M towards the construction of Rosewood Drive in this same area.

*The numbers shown are estimates only and intended to provide a reference to the size and scope of the TIA requirement. The final fiscal impact could only be determined by performing a detailed traffic study.

Case Study #2*

7

- The City of Killeen recently spent \$4.5M to widen Trimmier Road from Elms Road to Jasper Drive to include a continuous center turn lane (\$695 per foot) and a traffic signal at the Weiss/Trimmier Intersection.
- Improvements necessary to reduce congestion associated with turning movements into commercial establishments on Trimmier Road.
- Ellison High School generates approximately 3,850 trips per day (based upon a student enrollment of 2,200). A TIA for a development such as this would likely result in a recommendation for the construction of a center turn lane and a traffic signal.
- The TIA mitigation had the potential to offset the Trimmier project by up to \$1.4M (\$1.2M roadway, \$200K signal).

*The numbers shown are estimates only and intended to provide a reference to the size and scope of the TIA requirement. The final fiscal impact could only be determined by performing a detailed traffic study.

Discussion

- This briefing was intended to begin to define a problem.
- City staff is requesting a consensus from City council on the following question:
 - ▣ Do you feel we should explore further the benefits of a traffic impact analysis ordinance?
- Furthermore, city staff would like to gather any questions you may have so that we can properly address them.



City of Killeen

Legislation Details

File #: MN-18-007 **Version:** 1 **Name:** Minutes of Regular City Council Meeting of March 27, 2018
Type: Minutes **Status:** Minutes
File created: 3/20/2018 **In control:** City Council Workshop
On agenda: 4/3/2018 **Final action:**
Title: Consider Minutes of Regular City Council Meeting of March 27, 2018.
Sponsors: City Secretary
Indexes:
Code sections:
Attachments: [Minutes](#)
[Okray Memorandum for Record](#)

| Date | Ver. | Action By | Action | Result |
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City of Killeen
Regular City Council Meeting
Killeen City Hall
March 27, 2018 at 5:00 p.m.

Presiding: Mayor Jose L. Segarra

Attending: Mayor Pro-Tem Jim Kilpatrick, Councilmembers Debbie Nash-King, Juan Rivera, Gregory Johnson, Jonathan Okray, and Steve Harris

Absent: Shirley Fleming

Also attending were City Manager Ronald L. Olson, City Attorney Kathryn Davis, City Secretary Dianna Barker, and Sergeant-at-Arms Cole.

Mayor Pro-Tem Kilpatrick gave the invocation, and Councilmember Okray led everyone in the Pledge of Allegiance.

Approval of Agenda

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

Minutes

Motion was made by Councilmember Rivera to approve the minutes of the March 13th Regular City Council Meeting. Motion was seconded by Councilmember Harris. Motion carried unanimously.

Resolutions

RS-18-018 Consider a memorandum/resolution to accept the annual audit report for the fiscal year ended September 30, 2017.

Staff comments: Jonathon Locke

Robert Bell with Belt Harris Pechacek, LLLP presented their financial audit of the City of Killeen, as well as a Federal Single Audit, State Single Audit, and Passenger Facility Charges Audit to the City Council. Staff recommends that the City Council accept the Comprehensive Annual Financial Report for the fiscal year ended September 30, 2017.

Motion was made by Councilmember Okray to approve RS-18-018. Motion was seconded by Councilmember Rivera. Motion carried unanimously.

RS-18-019 Consider a memorandum/resolution appointing Presiding and Alternate Judges for the May 5, 2018 general and special election.

Staff comments: Kathy Davis

Staff recommends the following listed individuals be named to serve as election officials for the City and KISD election on May 5, 2018.

PRECINCT #106: Yulinda George-Dias - Presiding Judge
Patricia Johnson - Alternate Judge

PRECINCT #109: Rosemary Campbell - Presiding Judge
Maudry Fields - Alternate Judge

PRECINCT #201/204: *Patricia Cummings - Presiding Judge*
Rosalind Floyd - Alternate Judge

PRECINCT #205: *Klaus Adam - Presiding Judge*
Terry Mustapher - Alternate Judge

PRECINCT #206/402/409: *Sue Hallmark - Presiding Judge*
Roxanne Burns - Alternate Judge

PRECINCT #207: *Paul Eishen - Presiding Judge*
Laura Zuna - Alternate Judge

PRECINCT #203/208/210: *LeeAnna George - Presiding Judge*
Richard Hoxworth - Alternate Judge

PRECINCT #404: *Phyllis Jones - Presiding Judge*
Calvin Lock - Alternate Judge

PRECINCT #405: *John Driver - Presiding Judge*
Johnnie James Williams Sr. - Alternate Judge

PRECINCT #406: *Lucille Ward - Presiding Judge*
Laura Guyton - Alternate Judge

PRECINCT #401/412/413: *Darrell Peters - Presiding Judge*
Diane Smith - Alternate Judge

PRECINCT #408: *Angeline Sullivan - Presiding Judge*
Kriskeya Price - Alternate Judge

PRECINCT #410: *Dorothy Kinsinger - Presiding Judge*
Judy Killgo - Alternate Judge

EARLY VOTING BALLOT BOARD, CENTRAL COUNTING STATION AND SIGNATURE VERIFICATION COMMITTEE

Barbara Garrett - Presiding Judge, Juanita Smith - Alternate Judge

EARLY VOTING:

Killeen Community Center - Dorothy Kinsinger - Judge, Judy Killgo - Alternate
Lions Club Senior Center - Darryl Peters - Judge, Maceia Roscoe - Alternate
City Hall - Paul Eishen - Judge, Stephanie Eishen - Alternate

The Council agreed to allow a citizen to address the Council.

Holly Teel, 1704 Hooten Street - opposes Phyllis Jones as Judge because of a bad experience she had with her during a previous year election.

Motion was made by Councilmember Okray to approve RS-18-019. Motion was seconded by Mayor Pro-Tem Kilpatrick. Motion carried unanimously.

RS-18-020 Consider a memorandum/resolution approving use of a Request for Proposal for the selection of a healthcare plan and dental plan for both fully insured and self-insured options.

Staff comments: Eva Bark

Staff believes that the RFP process will provide the best value to the City for the review of healthcare plans. Staff recommends City Council authorize staff to proceed with issuing the RFP.

Motion was made by Councilmember Rivera to approve RS-18-020. Motion was seconded by Councilmember Johnson. Motion carried unanimously.

RS-18-021 Consider a memorandum/resolution approving the City Manager's compensation.

Staff comments: Eva Bark

After the City Manager evaluation on March 20th, City Council reached a consensus to increase Mr. Olson's vacation time from four (4) weeks to six (6) weeks and also increase his deferred compensation from \$18,000 per year to \$22,000 per year. All other items in the City Manager's contract remained the same. Staff recommends that the Council approves the City Manager's attached contract addendum.

Councilmember Okray made a statement for the record. See attached.

The Council agreed to let those who signed up to speak address the Council.

Leo Gukeisen, 6209 Nassy Dr. - spoke in opposition of the resolution.

Arturo Cortez, 404 Alexander St. - spoke in opposition of the resolution.

Melissa Brown, 6105 Melanie Dr. - spoke in opposition of the resolution.

Motion was made by Councilmember Nash-King to approve RS-18-021. Motion was seconded by Councilmember Okray. Motion carried 4 to 2 with Councilmember Johnson and Councilmember Harris opposing.

Ordinances

OR-18-004 Consider an ordinance approving a tariff to authorize an annual rate review mechanism with Atmos Energy Corporation.

The City Secretary read the caption of the ordinance.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KILLEEN, TEXAS, APPROVING A TARIFF AUTHORIZING AN ANNUAL RATE REVIEW MECHANISM ("RRM") AS A SUBSTITUTION FOR THE ANNUAL INTERIM RATE ADJUSTMENT PROCESS DEFINED BY SECTION 104.301 OF THE TEXAS UTILITIES CODE, AND AS NEGOTIATED BETWEEN ATMOS ENERGY CORP., MID-TEX DIVISION ("ATMOS MID-TEX" OR "COMPANY") AND THE STEERING COMMITTEE OF CITIES SERVED BY ATMOS; REQUIRING THE COMPANY TO REIMBURSE CITIES' REASONABLE RATEMAKING EXPENSES; ADOPTING A SAVINGS CLAUSE; DETERMINING THAT THIS ORDINANCE WAS PASSED IN ACCORDANCE WITH THE REQUIREMENTS OF THE OPEN MEETINGS ACT; DECLARING AN EFFECTIVE DATE; AND REQUIRING DELIVERY OF THIS ORDINANCE TO THE COMPANY AND LEGAL COUNSEL FOR THE STEERING COMMITTEE.

Staff comments: Kathy Davis

The city's options are to approve and continue with the RRM process or to follow the statutory GRIP review process. Cities oppose the GRIP process because it does not allow for review of the reasonableness of capital investments by Atmos, does not allow cities to participate in the Railroad Commission's review of annual GRIP filings and cities cannot recover any rate case expenses. The RRM has allowed for a more comprehensive rate review and annual evaluation of expenses and revenues, as well as capital investment. Staff and the Executive Committee of the Steering Committee of Cities served by Atmos recommend approval of the ordinance accepting the revised RRM (Rate Review Mechanism) tariff.

Motion was made by Councilmember Okray to approve OR-18-004. Motion was seconded by Councilmember Johnson. Motion carried unanimously.

Adjournment

With no further business, upon motion being made by Councilmember Okray, seconded by Mayor Pro-Tem Kilpatrick, and unanimously approved, the meeting was adjourned at 5:43 p.m.

MEMORANDUM FOR RECORD
RS-18-021, 03-27-2018

During earlier discussion about our City Manager's job performance, I associated his performance to that of the University of Southern California and their execution of Student Body Right and Left offensive plays; both bread and butter, storied offensive plays of the team. Popular explanation about the play centers on the play of the team in quarters where the team headed toward the end zone holding the student seating section at the Los Angeles Memorial Coliseum. According to other explanation, origination of the plays centers on an impenetrable wall formed to facilitate the running backs' ability to cut up field. More often than when it did not happen, shrewd execution of bread and butter plays resulted in the scoreboard lighting for the Trojans, as they experienced the thrill of victory while their defenders grimaced in the agony of defeat.

Our City Manager's performance, his choice of plays during his first year of employment, realized positive impacts on our city in comparison and parallel to the success of the University of Southern California Trojans. Mr. Olson's above average managerial adeptness, in conjunction with proven adroit administrative ability, moved our city from a trajectory and course negatively correlating to adverse future consequence, to a course that positively correlate to favorable future expectation as we grow and do better. I believe it is proper to recognize and to place into the official record, the actionable solutions Mr. Olson executed in the first year:

Review of First 100 Days

- Began building a foundation with the community by meeting hundreds of people including elected officials, Fort Hood Leadership, Community Leaders, and City Staff.
- Gained bearings of the many issues facing The Organization and the region.
- Began organizational and budget assessments and established priorities.

Review of Second 100 Days

- Continued building on the foundation already in progress.
- Began developing and implementing strategies and programs.
- Utilized historical data to establish short and long-term goals.
 - Established budget targets to bring allocations in balance with resources.
 - Directed staff to find efficiencies to meet targets while providing core services.
- Delivered a balanced proposed budget to the Council with no tax rate increases.
- Conducted a nationwide search for a police chief that yielded 42 qualified applicants.
 - Selected Charles Kimble to head the Police Department.
- Approved a method for redesigning the Comprehensive Plan.
- Advanced a Capital Improvement Plan goal by providing \$1.5 million in funding.
- Modeled full cooperation with auditors during the Management Audit.
 - Auditors found no instance of fraud or abuse in their examination of seven focus areas established by the council and spanning 15 calendar years.

- Implemented Auditor Recommendations through financial planning and several internal control policies to lesson financial risk.
- Created long-term forecasting models and other recommendations.
- Drafted a Strategic Communications Plan.
 - Two key elements of the plan adopted in the FY18 Budget.
- Began work to redesign the City's website and to reconstruct City Council Chambers.
- Began improvements to personnel matters including compensation, health insurance, and retirement.
 - Conducted review and revision of the Compensation System.
 - Analyzed funding the Employee Retirement System and identified alternatives to address deficiencies in future budget strategies.
- Progressed Staff Emergency Management Training.

Review of Third 100 Days

- Began work with the Council on strategies to address long-term budget deficiencies and to start preliminary work on the FY 19 Budget.
- Brought into focus a policy-making process to identify and prioritize topics for action.
- Developed a Citywide Business Plan for each department.
- Implemented an Internal Risk Management Program to identify and address potential risks for employees and property.
 - Funding for this program approved in the FY18 Budget.
- Continued Emergency Operations Training and creation of a functional Emergency Operations Center.

Review of the Fourth 100 Days

- Focused on policy-making to establish organizational standards.
- Delivered Comprehensive Financial Governance Policies to the Council.
- Presented a Draft Capital Improvement Policy and Protocol Document to Council for deliberation.
- Began strategic planning for the FY19 Budget.
- Began the conduct of a Solid Waste Services Request for Proposal directed by the Council.
 - A review of proposals for Council discussion in April.
- A FY 19 Capital Improvements Plan is in progress.
 - Designed in compliance with the Capital Improvement Policy and expected for presentation to Council in June.
- Established a safety related Risk Management Program for the Killeen Organization.

Beginning the Fifth 100 Day Period

- Anticipate significant progress in Staff Business Planning and Budget Development.

- Start of the City Website Redesign and Council Chamber Renovation Projects to increase public access to their City government.

Jonathan L. Okray

A handwritten signature in black ink that reads "Jonathan L. Okray". The signature is written in a cursive style with a large initial 'J'.

Councilmember At-Large



City of Killeen

Legislation Details

File #: RS-18-022 **Version:** 1 **Name:** Interlocal Agreement Security Project RGAAF
Type: Resolution **Status:** Resolutions
File created: 3/5/2018 **In control:** City Council Workshop
On agenda: 4/3/2018 **Final action:**
Title: Consider a memorandum/resolution approving an Interlocal agreement with Bell County for the project management of the security surveillance system upgrade on Robert Gray Army Airfield in support of the 2018 Defense Economic Adjustment Assistance Grant.
Sponsors: Aviation Department
Indexes:
Code sections:
Attachments: [Staff Report](#)
[Interlocal Agreement](#)
[Presentation](#)

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



STAFF REPORT

DATE: April 3, 2018

TO: Ronald L. Olson, City Manager

FROM: Matthew Van Valkenburgh A.A.E., Executive Director of Aviation

SUBJECT: APPROVAL OF AN INTERLOCAL AGREEMENT WITH BELL COUNTY FOR THE SECURITY SURVEILLANCE SYSTEM UPGRADE ON ROBERT GRAY ARMY AIRFIELD

BACKGROUND AND FINDINGS:

In December of 2017, Bell County sponsored an application for a State of Texas Defense Economic Adjustment Assistance Grant (DEAAG) for the installation of security surveillance systems at Robert Gray Army Airfield (RGAAF) and Killeen-Fort Hood Regional Airport (KFHRA), significantly improving airfield security, safety, and operational efficiency. RGAAF and KFHRA are secured by an airfield perimeter security fence; adding additional assets to the existing system will ensure a secure and safe environment for aircraft operations at RGAAF and KFHRA into the future.

The project includes the installation of closed circuit television (CCTV) cameras and associated monitoring systems, recording equipment, data storage for recorded media, and fiber cable to support these systems at RGAAF and KFHRA. Installation of this system will add great value to RGAAF, KFHRA, Fort Hood, Air Mobility Command, Commercial Air Carriers, the Federal Aviation Administration (FAA), and the US Army.

The total cost of the project is \$4,775,500 including \$4,575,500 in a DEAAG and various community contributions, and \$200,000 of in-kind services. As the DEAAG sponsor, Bell County pursued the additional funding to ensure completion of the project.

Staff, and our engineer of record, Garver, has recently completed a highly successful DEAAG project, completed on time and under budget, for the rehabilitation and renovation of the Army Radar Approach Control facility. As such, Bell County approached the City to take complete control of the physical management and design for the security project on RGAAF. Thus, an Interlocal agreement was negotiated by which City staff (Aviation) would be responsible for all facets of the project with the exception of financial issues. Since Bell County is the sponsor and was awarded the DEAAG, and has agreements in place with other municipalities and Fort Hood, the County would make all project payments.

Utilizing an Interlocal agreement would enable City staff to design and manage the project as if it were a normal city-sponsored project.

THE ALTERNATIVES CONSIDERED:

Alternatives considered: (1) approve the Interlocal agreement with Bell County, or (2) not enter into the agreement.

Which alternative is recommended? Why?

Staff recommends alternative 1. The Interlocal agreement will provide the most efficient and effective method for managing the project. The City has a proven track record managing DEAG projects and a staff / engineering team with knowledge and working relationships with Fort Hood that will be invaluable for the project.

CONFORMITY TO CITY POLICY:

Yes

FINANCIAL IMPACT:

There is no financial impact

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

N/A

Is this a one-time or recurring expenditure?

N/A

Is this expenditure budgeted?

N/A

If not, where will the money come from?

N/A

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

N/A

RECOMMENDATION:

City Council approve an Interlocal agreement with Bell County for the management of the Robert Gray Army Airfield / Killeen-Fort Hood Regional Airport DEAG 2018 security surveillance project and authorize the City Manager to execute same.

DEPARTMENTAL CLEARANCES:

Finance

Legal

ATTACHED SUPPORTING DOCUMENTS:

Interlocal Agreement

INTERLOCAL AGREEMENT FOR SECURITY SURVEILLANCE PROJECT AT RGAAF

RECITALS

A. This agreement (“Agreement”) is by and between the City of Killeen, a home rule municipal corporation in Bell County, Texas (“Killeen”), and the County of Bell, State of Texas (“County”), acting through their governing bodies. Killeen and County are collectively referred to in this Agreement as the “Parties.”

B. This Agreement will be deemed to be effective (“Effective Date”) immediately following the full satisfaction of the last condition precedent to this Agreement, which shall consist of: 1) County Commissioners approval of this Agreement following finalization of various funding mechanisms as shown on Exhibit A hereto; and 2) Killeen City Council approval of this Agreement.

C. Killeen intends to enter into contracts for the design and completion of the security surveillance project (“Project” and as defined below) at Robert Gray Army Airfield (“RGAAF”).

D. County, recognizing the critical need for security upgrades to the RGAAF and the benefit that the County would receive, sponsored an application for a State of Texas Defense Economic Adjustment Assistance Grant (“DEAAG”). To ensure the Project could be completed in whole, the County engaged communities surrounding the Fort Hood military installation, and obtained commitments from four surrounding cities and two economic development corporations. With funding commitments assured, the County submitted the application and was selected for a DEAAG on December 10, 2017.

E. This Agreement is made under the authority of Chapter 791 of the Texas Government Code.

F. The purpose of this Agreement is to state the terms and conditions under which County will participate in funding the Project.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, the Parties agree as follows:

1. **Term and Termination.** Unless otherwise provided for, this Agreement shall commence on the Effective Date, and continue until the services specified in the Agreement have been fully and completely performed or upon mutual agreement of the parties.

2. **Project.** The Project consists of the installation of closed-circuit television (“CCTV”) cameras and network infrastructure around the perimeter of RGAAF. Improvements will also include CCTV cameras at the ASR-11 and transmitter sites, entry control points (“ECPs”) 14 and 54, and Gate 19, as well as head-end equipment for network management and video storage.

3. Killeen Rights and Obligations.

A. Killeen agrees to:

- (1) Either personally or through its agents and contractors furnish all bid/proposal documents, contracting, construction, superintendence, administration, licenses, permits, facilities, tools, machinery, equipment, personnel, labor, materials and supplies necessary to complete the Project in the manner set forth herein.
- (2) Provide County with copies of all draft agreements with third parties for review by the County to assure such agreements in the aggregate are within available funds as set forth in Exhibit A.
- (3) Provide County with a copy of requests for payment or invoices from the Contractor or vendors as well as the related project documents and final contracts approved by Killeen for the Project in a timely manner such that County can process and make payment to the Contractor or vendors. All Project invoices shall be made out to be payable by the County and sent to the County for payment.
- (4) Promptly notify County if at any time Killeen is unable to comply with its obligations hereunder, and state the reasons for noncompliance.
- (5) Provide County quarterly Project status reports throughout the duration of the project until Project and DEAAG closeout.

B. Killeen may subcontract all or any part of the work to be performed hereunder.

4. County Rights and Obligations.

County agrees to:

- (1) Obtain project funding in the amount of \$4,575,000 (“Project funds”) to fully fund the Project. County shall immediately notify Killeen if anticipated grant funding is imperiled or has not been received as committed. The County and those sources listed on Exhibit A will be the sole funding sources for the Project, and the City has no financial obligation, nor will it commit any funds to the Project.

The County has no funding obligation, nor will it commit any County funds to the Project, other than the County’s grant obligation as shown on Exhibit A hereto.

- (2) Review all draft contracts provided by Killeen to assure the same, in the aggregate, do not exceed available funding as provided by the donors listed on Exhibit A.
- (3) Agree, in each contract for the purchase of goods or services for the Project, to pay the applicable vendor, it being understood the County will become a party to such contracts for this limited purpose. Costs incurred under such contracts shall be considered costs incurred by the County.

- (4) Promptly pay any requests for payment or invoices from the Contractors or vendors for the Project no later than 30 days after receipt up to the amount of Project funds in Exhibit A. All payments will be made directly to the Contractor. County agrees to pay only those invoices that are approved to be paid by Killeen. Payment of invoices approved by Killeen shall be considered a ministerial act; County shall not have discretion to deny payment of an invoice/pay application that has been approved by Killeen up to the amount of Project funds.
- (5) Ensure compliance with all grant assurances and requirements, including provision and maintenance of all necessary accounting for expenditures from the grant funds.
- (6) Provide Killeen with copies of all accounting documents and proof of payment of all requests for payment and invoices.
- (7) Comply with all reasonable requests and guidance from Killeen relating to funding of the Project.

5. Joint Obligations. The Parties agree:

- A. To meet upon request of either Party throughout the course of the Project to review the status, discuss any concerns that might arise, and coordinate any decisions materially affecting this Agreement.
- B. Not to unreasonably interfere with or delay the Project.
- C. Not to unreasonably withhold, condition or delay any requested approval or consent made by a Party hereto.
- D. To cooperate in defending any legal action instituted by a third party challenging (i) the validity of one or more provisions of this Agreement; (ii) the state and local legislation authorizing the Parties to enter into this Agreement; or (iii) any discretionary action and approvals of either Party regarding permits or other entitlements issued pursuant to this Agreement.
- E. To execute and deliver any additional documents and instruments and to perform any additional acts necessary or appropriate to perform the terms, provisions, and conditions of this Agreement and all transactions contemplated by this Agreement, or to correct any defect, error or omission that may be discovered in this Agreement or any documents executed incidental to it.

6. Payment. Each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party. The County's financial obligations under this agreement are intended to be payable ultimately from funds received by the County as shown on Exhibit A attached hereto. Certain of the funding mechanisms (being "Grant funding from the state (DEAAG)" and the "Fort Hood" funding, both as shown on Exhibit A) require that the County expend its own funds first, then seek reimbursement, and the County agrees to do so.

7. Force Majeure. Neither party shall be required to perform any term, condition or covenant hereunder for so long as performance is delayed or prevented by: acts of God; strikes; lockouts; orders or actions of any governmental or military authority; expropriation or confiscation of facilities; civil riots or disturbances; acts of war, terrorism, the public enemy, rebellion or sabotage; fires, floods, storms, epidemics, earthquakes, drought, explosions or other calamity; unavoidable accents or breakdowns, or any other cause not reasonably within the control of the party despite the exercise of due diligence by that party. If a party shall be delayed, hindered, or prevented from performance of any of its obligations by reason of force majeure, and such party is not otherwise in default, the time for performance of such obligation shall be extended for the period of such delay, provided that the affected party shall: (a) give prompt written notice to the other party; (b) diligently attempt to remove, resolve, or otherwise eliminate such event, keep the other party advised with respect thereto; and (c) commence performance of its obligations hereunder immediately upon such removal, resolution, or elimination.

8. Dispute Resolution. Any dispute between the Parties related to this Agreement that is not resolved through informal discussion may be submitted to a mutually acceptable mediation service or provider. The Parties to the mediation shall bear the mediation costs equally. Said mediation shall be non-binding, however, the Parties shall endeavor to resolve their disputes through this process in good faith. This paragraph does not preclude a Party from seeking equitable or other relief from a court of competent jurisdiction.

9. Default and Remedies.

A. Each of the following constitutes a material breach of this Agreement and an Event of Default: (i) failing to fully and timely perform any covenant under this Agreement; and (ii) making any representation found to be materially false, misleading, or erroneous in connection with the Project.

B. If either party should commit an Event of Default, the party alleging such default shall give the other party not less than ten (10) days' notice specifying the nature of the alleged breach and, when appropriate, the manner in which the alleged breach may be satisfactorily cured. Notwithstanding the preceding sentence, if the nature of the alleged failure is such that the giving of ten (10) days' written notice is impractical due to a threat of harm to life or property, then the party alleging the failure shall give the other party such notice as may be reasonable under the circumstances.

C. In the event of an Event of Default that is not timely cured, the non-defaulting Party may (but shall not be obligated to), without prejudice to any other available right or remedy: (i) terminate this Agreement; (ii) seek recovery of any damage suffered; (iii) cure the default and receive reimbursement from the defaulting Party for all reasonable expenses incurred in doing so; (iv) discontinue payment or performance under this Agreement until the default is cured; (v) exercise any other remedy granted by this Agreement or by applicable law; or (vi) any combination of the foregoing.

10. Miscellaneous.

A. **Governing Law; Venue.** The Parties agree that this Agreement has been made in Texas and that it shall be governed by and construed pursuant to the laws of the State of

Texas, without regard to choice of law rules of any other jurisdiction. Venue for any action to construe or enforce this Agreement shall be in Bell County, Texas.

B. Severability. The provisions of this Agreement are severable. If a court or government agency of competent jurisdiction finds that any provision of this Agreement is unenforceable, the unenforceable provision shall be replaced, to the extent possible, with a legal, enforceable, and valid provision that is as similar in tenor to the unenforceable provision as is legally possible, and the Agreement as so-modified shall be enforced to the greatest extent permitted by law, except when such construction would operate as an undue hardship on a Party, or constitute a substantial deviation from the general intent and purpose of such parties as reflected in this Agreement.

C. Interpretation. Each Party has carefully read this entire Agreement, understands the meaning and effect of each and every provision contained herein, and acknowledges that it has relied on its own judgment in entering into this Agreement. Each Party executes this Agreement only after first having obtained, or having had the opportunity to obtain, competent legal advice. The use of the masculine or neuter genders herein shall include the masculine, feminine and neuter genders. The singular form shall include the plural when the context requires. Headings used throughout this Agreement are for convenience and reference only, and the words contained therein shall in no way be held to explain, restrict, modify, amplify or aid in the interpretation or construction of the meaning of the provisions of this Agreement. The terms “hereof,” “hereunder” and “herein” shall refer to this Agreement as a whole, inclusive of all exhibits, except as otherwise expressly provided. This Agreement represents the result of extensive discussion between the parties, and thus should not be construed strictly for or against either party.

D. Amendment. The Parties agree that they may amend this Agreement only by a written agreement duly executed by persons authorized to execute agreements on behalf of the Parties.

E. Multiple Counterparts. To facilitate execution, this Agreement may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature or acknowledgment of, or on behalf of, each Party, or that the signature of all persons required to bind any Party, or the acknowledgment of such Party, appear on each counterpart. All counterparts shall collectively constitute a single instrument. It shall not be necessary in making proof of this Agreement to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, and the respective acknowledgments of, each of the Parties hereto. Any signature or acknowledgment page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures or acknowledgments thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature or acknowledgment pages.

11. Entire Agreement. This Agreement is the complete and exclusive statement of the mutual understanding of the Parties. This Agreement supersedes and cancels all previous written and oral agreements and communications between the Parties relating to the subject matter of this Agreement.

12. Compliance with DEAAG. Both the City and the County shall conduct their activities in compliance with the requirements of the DEAAG. Notwithstanding that the County is the named “Grantee” under the DEAAG, the parties intend that the County shall be responsible only for all accounting and payment functions as well as reporting, closeout and any other administrative duties to administer the grant in accordance with this Agreement and the DEAAG.

COUNTY OF BELL

CITY OF KILLEEN

By: _____
Jon Burrows, County Judge

By: _____
Ronald L. Olson, City Manager

Date: _____

Date: _____

ATTEST:

ATTEST:

Dianna Barker, City Secretary

Date: _____

Date: _____

Exhibit A

Funding Sources

| <u>Name</u> | <u>Amount</u> |
|------------------------------------|---------------|
| Grant funding from State (DEAAG) | \$3,103,750 |
| Fort Hood | 1,000,000 |
| Killeen Economic Development Corp. | 278,472 |
| Bell County | 117,813 |
| City of Copperas Cove | 36,018 |
| Temple Economic Development Corp. | 25,447 |
| City of Belton | 5,000 |
| City of Harker Heights | 5,000 |
| City of Gatesville | <u>3,500</u> |
| Total Dollars | \$4,575,000 |
| | |
| In-kind items from all entities | 200,000 |
| | |
| Total Dollars plus In-kind | \$4,775,000 |



INTERLOCAL AGREEMENT FOR DEAAG 2018 SUPPORT

RS-18-022

April 3, 2018

Interlocal Agreement

2

- Supports the DEAAG 2018 award to Bell County
 - ▣ Project is for security upgrades to Robert Gray Army Airfield
 - ▣ Will include KFHRA

- Bell County is responsible for and will manage funds

- Killeen (Dept of Aviation) will manage and direct project
 - ▣ All contracts, etc will be approved by Council

Interlocal Agreement

3

□ Alternatives:

▣ Do Not Enter into the agreement

- Project will be delayed

▣ Enter into agreement

- Creates cooperation between all Bell County and CoK
- Provides the best team dynamic to complete project

□ Financial Impact

- ▣ No financial impact on City or Aviation

Recommendation

4

- City Council approve the Interlocal agreement with Bell County and authorize the City Manager to execute same



City of Killeen

Legislation Details

File #: RS-18-023 **Version:** 2 **Name:** Website Services
Type: Resolution **Status:** Resolutions
File created: 3/19/2018 **In control:** City Council Workshop
On agenda: 4/3/2018 **Final action:**
Title: Consider a memorandum/resolution to approve a contract with CivicPlus, Inc. for the redevelopment of the City's primary website and development of a mobile application.
Sponsors: Communications
Indexes:
Code sections:
Attachments: [Staff Report](#)
[Agreement](#)
[Certificate of Interested Parties](#)
[Presentation](#)

| Date | Ver. | Action By | Action | Result |
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STAFF REPORT

DATE: April 3, 2018

TO: Ronald L. Olson, City Manager

FROM: Hilary Shine, Executive Director of Communications

SUBJECT: Approval of contract with CivicPlus, Inc. for the redevelopment of the City's primary website and development of a mobile application

BACKGROUND AND FINDINGS:

The City's primary website, KilleenTexas.gov, serves all departments in delivering services and information to the public. It is also the tool the public increasingly uses to interact with city government. The current site does not meet modern standards and requires a complete redevelopment in order to serve organizational and public needs.

The current site was designed in-house in 2009 using a proprietary content management system. That system is no longer supported by its creator and is increasingly limited in its functionality severely inhibiting maintenance of the website. It has reached end of life, and, thus, so has the website.

Today, the website contains approximately 600 pages and more than 1,500 linked files. User traffic has transitioned from primarily desktop computers to 60% mobile usage. In 2017, the site had more than 2.1 million page views, 900,000 sessions and 443,000 users. The current site was not designed to accommodate this type or volume of usage and is providing limited customer service and limited room for expansion of online business services.

The redevelopment of the website has the following major goals: modern design using current best practices; mobile-friendly design; complementary mobile app; searchability; customer-focused framework; integration of images and video; improved storage and traffic capacity; integration of all external sites and plug-ins; secure and reliable hosting; compliance with disability standards; designed for search engine optimization and simplified URLs.

Redevelopment of the website today is necessary to support current usage, to improve appearance and customer experience, to comply with federal regulations and industry standards and to create capacity for future web-based services. The addition of a mobile app, which we don't currently offer, will deliver added convenience and access to customers.

City Council approved funding in the FY 2018 Budget to complete this project and subsequently approved the use of a request for proposal process to select a vendor.

RFP No. 18-01 was issued January 14. Eight proposals were received February 2.

A staff panel reviewed all eight proposals and determined that CivicPlus offered the best product to meet project goals.

THE ALTERNATIVES CONSIDERED:

Alternatives considered: (1) award contract to CivicPlus, Inc.; (2) negotiate a contract with an alternate vendor; (3) abandon redevelopment project.

Which alternative is recommended? Why?

Staff recommends alternative 1. CivicPlus, Inc. has more than 20 years of experience in local government website design and offers a solution that will meet project goals.

CONFORMITY TO CITY POLICY:

Yes

FINANCIAL IMPACT:

Yes

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

| | |
|---------|----------|
| FY 2018 | \$68,403 |
| FY 2019 | \$7,400 |
| FY 2020 | \$7,400 |

Is this a one-time or recurring expenditure?

One-time project expenditure with annual service fees in future fiscal years

Is this expenditure budgeted?

Yes

If not, where will the money come from?

N/A

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

Yes. Funding is available in account number 010-0405-414.47-99.

RECOMMENDATION:

Staff recommends that City Council approve a contract with CivicPlus, Inc. for the redevelopment of the City's primary website and development of a mobile application and

authorize the City Manager to execute the contract and any and all change orders allowed by state and local law.

DEPARTMENTAL CLEARANCES:

Purchasing
Finance
Legal

ATTACHED SUPPORTING DOCUMENTS:

Agreement
Certificate of Interested Parties



Master Services Agreement

THIS Master Services Agreement (“Agreement”) is agreed to by and between CivicPlus, Inc., d/b/a CivicPlus (“CivicPlus”) and Killeen, Texas (“Client”) (jointly, “Parties”) and shall be effective as of the later date of signing indicated at the end of this Agreement (“Effective Date”).

RECITALS

WHEREAS, CivicPlus is engaged in the business of developing, marketing and selling custom community engagement and government management platforms and services that include but are not limited to web sites, web interfaces and portals and proprietary software systems and associated modules; in addition to project development, design, implementation, support and hosting services for same;

WHEREAS, Client wishes to engage in a relationship with CivicPlus for such services and/or license for use of proprietary software developed and owned by CivicPlus;

WHEREAS, Client and CivicPlus have agreed to certain terms as set forth in this Agreement by this written instrument duly executed by the Parties;

NOW, THEREFORE, Client and CivicPlus agree as follows:

Term & Termination

1. The term of this agreement shall be the later of 1 year from the Effective Date or the termination or expiration of any associated Statement of Work (“SOW”).
2. Either Party may terminate this Agreement or any associated SOW at the end of the Agreement term by providing the other Party with 60 days’ written notice prior to the contract renewal date.
3. Unless terminated by either Party pursuant to Section 2, this Agreement will renew another 1-year term.
4. Notwithstanding the above, in the event this Agreement or any SOW is terminated, any outstanding invoices for Project Development shall become due in full and any outstanding Annual Services shall be prorated from the beginning of the renewal term to the date of termination.

Statements of Work

5. CivicPlus agrees to perform services and/or produce deliverables in accordance with the Statement(s) of Work in consideration of the fees described in the same Statement(s) of Work. Multiple and successive Statement(s) of Work may be entered into hereto. Such Statement(s) of Work are incorporated into this Agreement by reference and subject to the terms & conditions contained herein pursuant to Section 23.

Invoicing & Payment Terms

6. Invoices shall be sent electronically in the manner described in the relevant Statement of Work. Upon request CivicPlus will mail invoices and the Client will be charged a \$5.00 convenience fee.
7. Payment shall be due 30 days from date of invoice. Unless otherwise limited by law, a finance charge of 1.5 percent (%) per month or \$5.00, whichever is greater, will be added to past due accounts. Payments received will be applied first to finance charges, then to the oldest outstanding invoice(s).
8. If a client change in timeline causes CivicPlus to incur additional expenses (i.e. airline change fees), Client agrees to reimburse CivicPlus for those fees. Not to exceed \$1,000 per CivicPlus resource per trip.

Ownership & Content Responsibility

9. Upon full and complete payment of submitted invoices for any SOW Project Development Fees, Client will own the Customer Content (defined as any website graphic designs, webpage or software content, module content, importable/exportable data, and archived information as created by CivicPlus on behalf of Client pursuant to this Agreement).
10. Upon completion of any SOW Project Development, Client will assume full responsibility for website, software or module content maintenance and administration. Client, not CivicPlus, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Content.
11. Client agrees that CivicPlus shall not migrate, convert, or port content or information that could reasonably be construed to be time-sensitive, such as calendar or blog content, in any project.



Master Services Agreement for **Killeen, TX**

- Client will make a reasonable attempt to work with CivicPlus, if requested, to create a news item to be released in conjunction with their project Go-Live date. Client will provide CivicPlus with contact information for local and regional media outlets. CivicPlus may use the press release in any marketing materials as desired throughout the term of this Agreement.

Intellectual Property & Ownership

- Intellectual Property of any software or other original works created by CivicPlus prior to the execution of this Agreement ("CivicPlus Property") will remain the property of CivicPlus. Client shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party any CivicPlus Property in any way; (ii) modify or make derivative works based upon any CivicPlus Property; (iii) create Internet "links" to the CivicPlus Property software or "frame" or "mirror" any CivicPlus Property administrative access on any other server or wireless or Internet-based device; or (iv) reverse engineer or access any CivicPlus Property in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of any CivicPlus Property, or (c) copy any ideas, features, functions or graphics of any CivicPlus Property. The CivicPlus name, the CivicPlus logo, and the product and module names associated with any CivicPlus Property are trademarks of CivicPlus, and no right or license is granted to use them.

Indemnification

- To the extent permitted by the law of Client's state, Client and CivicPlus shall defend, indemnify and hold the other Party harmless, its partners, employees, and agents from and against any and all lawsuits, claims, demands, penalties, losses, fines, liabilities, damages, and expenses including attorney's fees of any kind, without limitation, in connection with the operations of and installation of software contemplated by this Agreement, or otherwise arising out of or in any way connected with the CivicPlus provision of service and performance under this Agreement. This section shall not apply to the extent that any loss or damage is caused by the gross negligence or willful misconduct on the part of either party.

Liabilities

- CivicPlus will not be liable for any act, omission of act, negligence or defect in the quality of service of any underlying carrier or other service provider whose facilities or services are used in furnishing any portion of the service received by the Client.
- CivicPlus will not be liable for any failure of performance that is caused by or the result of any act or omission by Client or any entity employed/contracted on the Client's behalf.
- Client agrees that it is solely responsible for any solicitation, collection, storage, or other use of end-users' Personal Data on any website or online service provided by CivicPlus. Client further agrees that CivicPlus has no responsibility for the use or storage of end-users' Personal Data in connection with the website or the consequences of the solicitation, collection, storage, or other use by Client or by any third party of Personal Data.
- To the extent it may apply to any service or deliverable of any SOW, user logins are for designated individuals chosen by Client ("Users") and cannot be shared or used by more than one User. Client will be responsible for the confidentiality and use of User's passwords and user names. Client will also be responsible for all Electronic Communications, including those containing business information, account registration, account holder information, financial information, Client Data, and all other data of any kind contained within emails or otherwise entered electronically through any CivicPlus Property or under Client's account. CivicPlus will act as though Client will have sent any Electronic Communications it receives under Client's passwords, user name, and/or account number. Client shall use commercially reasonable efforts to prevent unauthorized access to or use of any CivicPlus Property and shall promptly notify CivicPlus of any unauthorized access or use of any CivicPlus Property and any loss or theft or unauthorized use of any User's password or name and/or user personal information.
- Client shall comply with all applicable local, state, and federal laws, treaties, regulations, and conventions in connection with its use of any CivicPlus Property.

Force Majeure

- No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civic disturbance, riot, war, national emergency, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

Taxes

- It is CivicPlus' policy to pass through sales tax in those jurisdictions where such tax is required. If the Client is tax-exempt, the Client must provide CivicPlus proof of their tax-exempt status, within fifteen (15) days of contract signing, and this agreement will not be taxed. If the Client's state taxation laws change, the Client will begin to be charged sales tax in accordance with their jurisdiction's tax requirements and CivicPlus has the right to collect payment from the Client for past due taxes.



Other Documents

- 22. The following are to be attached to and made part of this Contract:
 - a. Exhibit A - Statement(s) of Work.
- 23. In the case of any conflict between the terms of this Agreement and any incorporated documents, such conflicts shall be resolved with the incorporated documents taking the following order of precedence:
 - a. This Master Services Agreement;
 - b. Exhibit A - Statement(s) of Work in descending order of execution (for example, the most recent SOW will control over other in the event of a conflict in terms).

Interlocal Purchasing Consent

- 24. This Agreement and any attached SOWs may be extended to any public entity in the State of Texas to purchase at SOW prices in accordance with the terms stated herein.

Miscellaneous Provisions

- 25. The invalidity, in whole or in part, of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 26. No amendment, assignment or change to this Agreement or any included SOW shall be effective unless by a written instrument executed by each of the Parties.
- 27. Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

Acceptance

We, the undersigned, agreeing to the conditions specified in this document, understand and consent to the terms & conditions of this Agreement.

Client

CivicPlus

By:

By:

Name:

Name:

Title:

Title:

Date:

Date:

Sign and E-mail the entire contract with exhibits to:

Contracts@CivicPlus.com

We will e-mail a counter-signed copy of the contract back to you so we can begin your project.

CivicPlus does not require a physical copy of the contract, however, if you would like a physical copy of the contract, mail one (1) copy of the contract with original signature to:

CivicPlus Contract Manager
302 S. 4th Street, Suite 500
Manhattan, KS 66502

Upon receipt of signed original, we will counter-sign and return the copy for your files.



Contact Information

Organization

URL

Street Address

Address 2

City

State

Postal
Code

CivicPlus provides telephone support for all trained clients from 7am –7pm Central Time, Monday-Friday (excluding holidays). Emergency Support is provided on a 24/7/365 basis for representatives named by the Client. Client is responsible for ensuring CivicPlus has current updates.

Emergency Contact & Mobile Phone

Emergency Contact & Mobile Phone

Emergency Contact & Mobile Phone

Billing Contact

E-Mail

Phone

Ext.

Fax

Billing Address

Address 2

City

ST

Postal
Code

Tax ID #

Sales Tax
Exempt #

Billing Terms

Account
Rep

Info Required on Invoice (PO or Job #)

Contract Contact

Email

Phone

Ext.

Fax

Project Contact

Email

Phone

Ext.

Fax



Exhibit A.1 - CivicPlus Statement of Work #1

All Quotes are in US Dollars and Valid for 30 Days from March 16, 2018

| | |
|--|-----------------|
| Project Development and Deployment | |
| <ul style="list-style-type: none"> • First Year Annual Services (Initial GCMS® upgrades, maintenance, support and hosting) • Server Storage not to exceed 25 GB • Services and Deliverables as described in Addendum 1 • Up to 550 pages of content migration from www.killeentexas.gov • Ongoing recurring 48-month redesign, as described in Addendum 2 • 3 Years of Agendas & Minutes in PDF or DOC format migrated • 3 Days Onsite Implementation Training for up to 12 Client Staff Members | \$68,403 |
| Project Enhancements | |
| <ul style="list-style-type: none"> • Citizen Request Tracker • 4 Days Onsite Consulting • CivicEngage Send • CivicEngage Mobile • 2 Days Virtual Consulting • 1x Site Scrape • 1x SSL Certificate Setup & Hosting | Included |
| Total Fees Year 1 | |
| \$68,403 | |
| Annual Services (Continuing GCMS® Enhancements, Maintenance, Support and Hosting) | |
| <i>Billed 12 months from SOW signing; subject to annual 5% increase year 3 and beyond</i> | |
| \$7,400 | |
| Total Annual Services | |
| \$7,400 | |

1. Performance and payment under this SOW shall be subject to the terms & conditions of the Agreement by and between Client and CivicPlus, to which this Statement of Work #1 (SOW #1) is hereby attached as Exhibit A.1.
2. This SOW #1 shall remain in effect for an initial term of one year (12 months) from signing. In the event that neither party gives 60 days' notice to terminate prior to the end of the initial or any subsequent renewal term, this Agreement will automatically renew for an additional 1-year Renewal Term.
3. The Total Fees Year 1 will be invoiced at the completion of the following phases as defined in Addendum 1 to this SOW #1:
 - a. Completion of Phase 2: Design Presentation – one half of the Total Fees Year 1.
 - b. Completion of Phase 4: Website Review & Training – the remaining half of the Total Fees Year 1.
4. Renewal Term Annual Services shall be invoiced on the date of signature of relevant calendar years. Annual services, including but not limited to hosting, support and maintenance services, shall be provisioned in accordance with Addendum 3 to this SOW #1 and shall be subject to a 5% annual increase beginning in Year 3 of service.
5. After forty-eight (48) months of continuous service, Client is entitled to a no-cost redesign, details noted in Addendum 2. Redesigns that include additional features not available on the original website may be subject to additional charges. Additional features include, but are not limited to, additional modules and integration of third-party software.
6. Client allows CivicPlus to display a "Government Websites by CivicPlus" insignia, and web link at the bottom of their web pages. Client understands that the pricing and any related discount structure provided under this SOW #1 assumes such perpetual permission.
7. The Client will be invoiced electronically through email. Upon request CivicPlus will mail invoices and the Client will be charged a \$5.00 convenience fee.



Acceptance

We, the undersigned, agreeing to the conditions specified in this document, understand and authorize the provision of services outlined in this Agreement.

Client

CivicPlus

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



Addendum 1 to Exhibit A.1 - Project Development Division of Work

| | |
|---|---|
| Kick-Off | |
| <u>Deliverable:</u> Project Timeline, training jump start information, online forms, kick-off meeting | |
| <p>CivicPlus will:</p> <ul style="list-style-type: none"> • assign a project manager to this project • conduct a Project Kick-off to review awarded contract • establish communication plan for the duration of the project effort • work with Client to identify all key internal and external project stakeholders • develop project timeline • provide access to CivicPlus University (online training manuals, videos and other resources) for the Client staff | <p>Client will:</p> <ul style="list-style-type: none"> • complete the following prior to Phase 1: Website Optimization Form, Content Form, and DNS Worksheet • review and approve of project timeline within 5 business days • attend a kick-off meeting with key stakeholders or decision makers • if modifications are required after the review of the initial project timeline, Client has 10 business days to address the modifications and come to a consensus • approve the project timeline (limited to two reviews) prior to proceeding with the project • update the current primary live website content and delete any pages from the website that are no longer wanted or needed |
| Phase 1: Website Optimization | |
| <u>Deliverable:</u> Website Optimization Meeting | |
| <p>CivicPlus will:</p> <ul style="list-style-type: none"> • communicate status to Client, key stakeholders and personnel via emails or phone calls as needed • review the goals and expectations submitted on the forms Client completed to ensure Client needs are clearly understood • gather preliminary design data for use | <p>Client will provide:</p> <ul style="list-style-type: none"> • statistics from the current website from the past 12 months (optional) • pictures to be used in the overall design of the new website • a list of all divisions and/or departments within the organization • a list of third-party and in-house developed applications presently being utilized on the current website • a site map or outline of the current website's navigational structure if possible • a list of any content on the current primary website that must remain as is (verbatim) because of legal requirements |
| Phase 2: Design Presentation | |
| <u>Deliverable:</u> Website grayscale layout and mood board color pallet presentation | |
| <p>CivicPlus will:</p> <ul style="list-style-type: none"> • present one custom layout in grayscale form and one mood board color palette based on the goals determined in the previous phase. The presented layout will show the placement of the navigation, graphic button and feature areas. The mood board will reflect the color and imagery that will represent the tone of the design • begin development of the website design upon layout and mood board approval | <p>Client will:</p> <ul style="list-style-type: none"> • approve one layout and the mood board • review marketing packet material and guidelines • Website Layout billing milestone complete |



| | |
|--|---|
| <p>Phase 3: Website Reveal <u>Deliverable:</u> Website design and production website.</p> | |
| <p>CivicPlus will:</p> <ul style="list-style-type: none"> • present a functional website on a production URL • migrate content pages to the production URL as described in Exhibit A.1 Statement of Work. • conduct a quality review of the website to ensure the functionality and usability standards are met • work with Client to prepare for training • migrate Agendas & Minutes in Microsoft Word.DOC or Adobe PDF format as described in Exhibit A.1 Statement of Work. | <p>Client will:</p> <ul style="list-style-type: none"> • evaluate the website design and content and provide CivicPlus with feedback • collaborate with CivicPlus on proposed changes • revise the design according to the approved timeline • if revised design changes are requested after the design approval timeline date, the project's Go Live date will be adjusted out (training and billing milestones will remain as per approved timeline) • provide CivicPlus will all the necessary DNS items identified for the website |
| <p>Phase 4: Website Review & Training (See Exhibit A.1 Statement of Work for details) <u>Deliverable:</u> Train System Administrator(s) on GCMS® Administration, permissions, setting up groups and users, module administration. Basic User training on pages, module entries, applying modules to pages. Applied use and usability consulting to result in effective communication through your website.</p> | |
| <p>CivicPlus will:</p> <ul style="list-style-type: none"> • provide training to Client before the website goes live • train staff members based on internal daily tasks and workflow • train staff members on how to use the GCMS®, update content pages and modules | <p>Client will:</p> <ul style="list-style-type: none"> • provide a location for training in Client with internet access • provide computers for staff to be trained on • Phase 4: Training billing milestone complete |
| <p>Phase 5: Go Live <u>Deliverable:</u> Custom website launched to the public.</p> | |
| <p>CivicPlus will:</p> <ul style="list-style-type: none"> • address system issues and bugs that Client finds • redirect the domain name to the newly developed website as per approved timeline | <p>Client will:</p> <ul style="list-style-type: none"> • test and update the final site as per approved timeline • notify CivicPlus on any system issues or bugs found in the website |



Addendum 2 to Exhibit A.1 - Redesign Details

CivicPlus Project Development Services & Scope of Services for CP Redesign

- New design for all items originally contracted for (main site, department headers and subsites)
- Redevelop navigation method (may choose top drop-down or other options)
- Design setup - wireframe
- Redevelop graphic elements of website (Newsflash, FAQs, Calendar, etc.)
- Project Management
- Testing
- Review
- Content Migration – Includes retouching of all existing published pages to ensure proper formatting, and application of new site styles. Note: Content will **not** be rewritten, reformatted or pages broken up (shortened or re-sectioned)
- Site styles and page layouts will be touched so all pages match the new design and migrate cleanly
- Spelling and broken links will be checked and reported if unable to correct

Addendum 3 to Exhibit A.1 – Hosting, Support and Service Level Agreement

Hosting Details

| | |
|--------------------------|--|
| Data Center | <ul style="list-style-type: none"> • Highly Reliable Data Center • Managed Network Infrastructure • On-Site Power Backup & Generators • Multiple telecom/network providers • Fully redundant Network • Highly Secure Facility • 24/7/365 System Monitoring |
| Hosting | <ul style="list-style-type: none"> • Automated GCMS® Software Updates • Server Management & Monitoring • Multi-tiered Software Architecture • Server software updates & security patches • Database server updates & security patches • Antivirus management & updates • Server-class hardware from nationally recognized provider • Redundant firewall solutions • High performance SAN with N+2 reliability |
| Bandwidth | <ul style="list-style-type: none"> • Multiple network providers in place • Unlimited bandwidth usage for normal business operations (does not apply in the event of a cyber attack) • 22 Gb/s burst bandwidth |
| Disaster Recovery | <ul style="list-style-type: none"> • Emergency After-hours support, live agent (24/7) • On-line status monitor at data center • Event notification emails • Guaranteed recovery TIME objective (RTO) of 8 hours • Guaranteed recovery POINT objective (RPO) of 24 hours • Pre-emptive monitoring for disaster situations • Multiple data centers • Geographically diverse data centers |
| DDoS Mitigation | <ul style="list-style-type: none"> • Defined DDoS Attack Process <ul style="list-style-type: none"> • Identify attack source • Identify type of attack • Monitor attack for threshold engagement |

Support and Maintenance

Support Services

CivicPlus' on-site support team is available from 7:00 am to 7:00 pm CT to assist clients with any questions, concerns or suggestions regarding the functionality and usage of CivicPlus' GCMS® and associated applications. The support team is available during these hours via CivicPlus' toll-free support number and e-mail. Support personnel will respond to calls as they arrive (under normal circumstances, if all lines are busy, messages will be returned within four hours; action will be taken on e-mails within four hours), and if Client's customer support liaison is unable to assist, the service escalation process will begin.

Emergency support is available 24-hours-a-day for designated, named Client points-of-contact, with members of both CivicPlus' project management and support teams available for urgent requests. Emergency support is provided free-of-charge for true emergencies (ie: website is down, applications are malfunctioning, etc.), though Client may incur support charges for non-emergency requests during off hours (ie: basic functionality / usage requests regarding system operation and management). The current discounted rate is \$175/hour.

CivicPlus maintains a customer support website that is accessible 24-hours-a-day with an approved client username and password.

Service Escalation Processes

In the event that CivicPlus' support team is unable to assist Client with a request, question or concern, the issue is reported to the appropriate CivicPlus department.

Client requests for additional provided services are forwarded to CivicPlus' Client Care personnel.

Client concerns/questions regarding GCMS® or associated application errors are reported to CivicPlus' technical team through CivicPlus' issue tracking and management system to be addressed in a priority order to be determined by CivicPlus' technical team.

All other requests that do not meet these criteria will be forwarded to appropriate personnel within CivicPlus' organization at the discretion of the customer support liaison.

| Included Services: | |
|---|---------------------------------------|
| Support | Maintenance of CivicPlus GCMS® |
| 7 a.m. – 7 p.m. (CST) Monday – Friday (excluding holidays) | Install Service Patches for OS |
| 24/7 Emergency Support | System Enhancements |
| Dedicated Support Personnel | Fixes |
| Usability Improvements | Improvements |
| Integration of System Enhancements | Integration |
| Proactive Support for Updates & Fixes | Testing |
| Online Training Manuals | Development |
| Monthly Newsletters | Usage License |
| Routine Follow-up Check-ins | |
| CivicPlus Connection | |

CivicPlus Service Level Agreement

CivicPlus will use commercially reasonable efforts to make the GCMS® available with a Monthly Uptime Percentage (defined below) of at least 99.9%, in each case during any monthly billing cycle (the “Service Commitment”). In the event CivicPlus does not meet the Service Commitment, you will be eligible to receive a Service Credit as described below.

Definitions

- “Monthly Uptime Percentage” is calculated by subtracting from 100% the percentage of minutes during the month in which the GCMS, was “Unavailable.” Monthly Uptime Percentage measurements exclude downtime resulting directly or indirectly from any Exclusion (defined below).
- “Unavailable” and “Unavailability” mean:
 - The HTML of the home page of the site is not delivered in 10 seconds or less 3 times in a row when tested from inside our network and returns a status of 200.
 - The Main page of the site returns a status other than 200 or 302 3 times in a row.
- A “Service Credit” is a dollar credit, calculated as set forth below, that we may credit back to an eligible account.

Service Commitments and Service Credits

Service Credits are calculated as a percentage of the total charges paid by you (excluding one-time payments such as upfront payments) for the month, beginning with the first full month of service, in accordance with the schedule below.

Monthly Uptime Percentage

Less than 99.9%

Service Credit Percentage

1% of one month’s fee

We will apply any Service Credits only against future payments otherwise due from you. Service Credits will not entitle you to any refund or other payment from CivicPlus. A Service Credit will be applicable and issued only if the credit amount for the applicable monthly billing cycle is greater than one dollar (\$1 USD). Service Credits may not be transferred or applied to any other account. Unless otherwise provided in the Client Agreement, your sole and exclusive remedy for any unavailability, non-performance, or other failure by us to provide the service is the receipt of a Service Credit (if eligible) in accordance with the terms of this SLA.

Credit Request and Payment Procedures

To receive a Service Credit, you must submit a claim by opening a case with Support. To be eligible, the credit request must be received by us by the end of the second billing cycle after which the incident occurred and must include:

1. the words “SLA Credit Request” in the subject line;
2. the dates and times of each Unavailability incident that you are claiming;
3. the affected Site domains; and
4. Any documentation that corroborate your claimed outage.

If the Monthly Uptime Percentage of such request is confirmed by us and is less than the Service Commitment, then we will issue the Service Credit to you within one billing cycle following the month in which your request is confirmed by us. Your failure to provide the request and other information as required above will disqualify you from receiving a Service Credit.

SLA Exclusions

The Service Commitment does not apply to any unavailability, suspension or termination of GCMS®, or any other GCMS® performance issues: (i) that result from a suspension; (ii) caused by factors outside of our reasonable control, including any force majeure event or Internet access or related problems beyond the demarcation point of CivicPlus; (iii) that result from any actions or inactions of you or any third party; (iv) that result from your equipment, software or other technology and/or third party equipment, software or other technology (other than third party equipment within our direct control); (v) that result from any maintenance as provided for pursuant to the Client Agreement; or (vi) arising from our suspension and termination of your right to use the GCMS® in accordance with the Client Agreement (collectively, the “SLA Exclusions”). If availability is impacted by factors other than those used in our Monthly Uptime Percentage calculation, then we may issue a Service Credit considering such factors at our discretion.



Disaster Recovery Feature Service Commitment

CivicPlus will use commercially reasonable efforts to insure that in the event of a disaster that makes the Primary data center unavailable (defined below) Client site will be brought back online at a secondary data center (the "Service Commitment"). In the event CivicPlus does not meet the Service Commitment, you will be eligible to receive a Service Credit as described below.

Definitions

- "Datacenter availability" is determined by inability to provide or restore functions necessary to support the Service. Examples of necessary functions include but are not limited Cooling, Electrical, Sufficient Internet Access, Physical space, and Physical access.
- A "Service Credit" is a dollar credit, calculated as set forth below, that we may credit back to an eligible account.
- Recovery Time Objective (RTO) is the most anticipated time it will take to bring the service back online in the event of a data center event.
- Recovery Point Objective (RPO) the amount of data lost that is considered acceptable.

Service Commitments and Service Credits

Service Credits are calculated as a percentage of the total charges paid by you (excluding one-time payments such as upfront payments) for the month accordance with the schedule below.

| | |
|---------------------------------|----------------------------------|
| Recovery Time Objective | Service Credit Percentage |
| 8 Hours | 10% of one month's fee |
| Recovery Point Objective | Service Credit Percentage |
| 24 Hours | 10% of one month's fee |

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
CivicPlus
Manhattan, KS United States

Certificate Number:
2018-328684

Date Filed:
03/21/2018

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

Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
RFP 18-01
Website Services

| 4 Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|----------------------------|--|---------------------------------------|--------------|
| | | Controlling | Intermediary |
| Morgan, Stanley | Manhattan, KS United States | X | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

5 Check only if there is NO Interested Party.

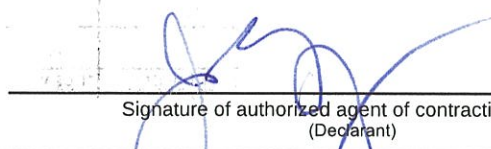
6 UNSWORN DECLARATION

My name is Jeff Logan, and my date of birth is 08/23/1975.

My address is 13220 HIGH DR., LEAWOOD, KS, 66209, US.
(street) (city) (state) (zip code) (country)

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

Executed in Riley County, State of Kansas, on the 22 day of March, 2018.
(month) (year)


Signature of authorized agent of contracting business entity (Declarant)



WEBSITE CONTRACT AWARD

RS-18-023

April 3, 2018

Website Background

2

- City's primary website serving all departments
- Designed in-house in 2009 and has reached end of life
- Current annual usage
 - 2.1 million page views; 900,000 sessions; 443,000 users
 - 60% mobile; 40% desktop
- Improvements needed to:
 - accommodate increased storage and traffic
 - improve security and reliability
 - integrate applications
 - Create mobile compatibility and mobile app

Project Background

3

- City Council approved funding for website redevelopment in the FY 2018 Budget to improve and expand public access to City information and services and to improve user experience

- City Council approved Request for Proposal process for selection of vendor
 - ▣ 8 proposals were received February 2
 - ▣ Staff panel scored each proposal and selected CivicPlus, Inc.
 - ▣ Staff negotiated a contract with CivicPlus, Inc. in the amount of \$68,403

Alternatives Considered

4

- Alternatives Considered
 - ▣ 1. Award contract to CivicPlus, Inc.
 - ▣ 2. Negotiate agreement with alternate vendor
 - ▣ 3. Abandon website redevelopment project

- Staff recommends alternative No. 1
 - ▣ Staff determined that CivicPlus, Inc. offers the best solution for our project and is best qualified to complete it successfully

Website Contract Recommendation

5

- Staff recommends that City Council approve the agreement with CivicPlus, Inc. and authorize the City Manager to execute the contract and any amendments within amounts set by state and local law.



City of Killeen

Legislation Details

File #: RS-18-024 **Version:** 1 **Name:** Trimmier Rd Widening Change Order #19
Type: Resolution **Status:** Resolutions
File created: 3/6/2018 **In control:** City Council Workshop
On agenda: 4/3/2018 **Final action:**
Title: Consider a memorandum/resolution authorizing the execution of Change Order No. 19 to McLean Construction, Inc. for the Trimmier Road Widening Project.
Sponsors: Public Works Department, Transportation Division
Indexes:
Code sections:
Attachments: [Staff Report](#)
[Change Order #19](#)
[Change Order List](#)
[Certificate of Interested Parties](#)
[Presentation](#)

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



STAFF REPORT

DATE: April 3, 2018

TO: Ronald L. Olson, City Manager

FROM: David A. Olson, Executive Director of Public Works

SUBJECT: AUTHORIZE THE EXECUTION OF CHANGE ORDER NO. 19 TO MCLEAN CONSTRUCTION, INC, FOR THE TRIMMIER ROAD WIDENING PROJECT

BACKGROUND AND FINDINGS:

On March 11, 2014 (CCMR 14-129R), City Council awarded a construction contract to McLean Construction, Inc. in the amount of \$6,845,845.00 for the Trimmier Road Widening project. The Trimmier Road Widening project consists of the federally funded widening of Trimmier Road, and the locally funded widening of WS Young Drive, extension of Lowes Boulevard, and installation of Walmart Boulevard traffic signal. Change Order No. 19 represents the final reconciliation change order for the Trimmier Road portion of the projects. The reconciliation change order includes the project overruns and underruns, and balances to a net project credit of \$304,889.73.

THE ALTERNATIVES CONSIDERED:

- (1) Reconcile the bid line items on the Trimmier Road portion of the project and process a final reduction in the project contract amount;
- (2) Do not reconcile the bid line items and close the Trimmier Road portion of the project without reducing the contract amount. This process closes the project with an open balance and leaves room for questions during a future audit process.

Which alternative is recommended? Why?

City Staff recommends option 1 to reconcile the bid line items on the Trimmier Road portion of the project and process a final reduction in the project contract amount. This practice will be consistent with the practice on the project to date, and will reduce the likelihood of future questions during the final project audit process.

CONFORMITY TO CITY POLICY:

This item conforms with state and local policies.

FINANCIAL IMPACT:

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

The fiscal impact of Change Order No. 19 is a credit of \$304,889.73. The funds will increase the unencumbered fund balance in the Certificate of Obligation 2014, Trimmier Bond account number 347-3490-800.58-76.

Is this a one-time or recurring expenditure?

This is a one-time credit to the project.

Is this expenditure budgeted?

N/A

If not, where will the money come from?

N/A

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

N/A

RECOMMENDATION:

City staff recommends that the City Council authorize the City Manager to execute Change Order No. 19 with McLean Construction, Inc., decreasing the contract in the amount of \$304,889.73, resulting in a total contract amount of \$7,364,140.86.

DEPARTMENTAL CLEARANCES:

Public Works
Finance
Legal

ATTACHED SUPPORTING DOCUMENTS:

Change Order List
Change Order #19
Certificate of Interested Parties

CHANGE ORDER

No. 19

OWNER: CITY OF KILLEEN
 CONTRACTOR: McLean Construction, Inc
 Contract: CSJ 0909-36- 147 RPIC: David L. Olson, P.E., CFM
 Project: Trimmier Road Widening
 OWNER's Contract No. 313-002 OWNER's Bid No. 14-14
 ENGINEER: Mitchell and Associates ENGINEER's Contract No. N/A

You are directed to make the following changes in the Contract Documents:

Description: See attached Bid Items Worksheet.

Reason for Change Order: Reconciliation of plan quantity items for work on the Trimmier Road portion of the Trimmier Road Widening project. Please see the attached Bid Items Worksheet for further explanation.

Attachments: Bid Items worksheet.

| CHANGE IN CONTRACT PRICE: |
|--|
| Original Contract Price \$ <u>6,845,845.00</u> |
| Net Increase (Decrease) from previous Change Orders No. <u>1</u> to <u>18</u> : \$ <u>823,185.59</u> |
| Contract Price prior to this Change Order: \$ <u>7,669,030.59</u> |
| Net increase (decrease) of this Change Order: \$ <u>(-304,889.73)</u> |
| Contract Price with all approved Change Orders: \$ <u>7,364,140.86</u> |

| CHANGE IN CONTRACT TIMES: |
|--|
| Original Contract Times: Substantial Completion: <u>572</u> Ready for final payment: <u>602</u> (days or dates) |
| Net change from previous Change Orders No. <u>1</u> to No. <u>18</u> : Substantial Completion: <u>473</u> Ready for final payment: <u>473</u> (days) |
| Contract Times prior to this Change Order: Substantial Completion: <u>1,045</u> Ready for final payment: <u>1,075</u> (days or dates) |
| Net increase (decrease) this Change Order: Substantial Completion: <u>0</u> Ready for final payment: <u>0</u> (days) |
| Contract Times with all approved Change Orders: Substantial Completion: <u>1,045</u> Ready for final payment: <u>1,075</u> (days or dates) |

RECOMMENDED:

By: [Signature]
ENGINEER (Authorized Signature)

Date: 3/21/2018

CONCURRENCE:

By: _____
TxDOT (Authorized Signature)

Date: _____

ACCEPTED:

By: [Signature]
CONTRACTOR (Authorized Signature)

Date: 21 MAR 18

APPROVED:

By: _____
OWNER (Authorized Signature)

Date: _____

BID ITEMS WORKSHEET

JOB NAME: TRIMMIER ROAD - CO 19

CSJ: 0909-36-147

Changes to Trimmier Road portion only

| Line No. | Item No. | Description | Bid Quantity | Previous Quantity | Proposed | | | UOM | Unit Price | Proposed | | Proposed Total Amount |
|----------|----------|---|--------------|-------------------|--------------|----------|----------------|------------|-------------|--------------|-------------|-----------------------|
| | | | | | C/O Quantity | Quantity | Reduced Amount | | | Added Amount | | |
| (3) | 160 2003 | FURNISHING AND PLACING TOPSOIL (4") | 6411 | 6411 | -3,191.82 | 3,219.18 | SY | \$5.90 | -18,831.74 | | -18,831.74 | |
| (4) | 162 2002 | BLOCK SODDING | 6411 | 6411 | -4,722.90 | 1,688.10 | SY | \$4.10 | -19,363.89 | | -19,363.89 | |
| (5) | 166 2002 | FERTILIZER | 0.2 | 0.2 | -0.20 | 0.00 | TON | \$1,512.00 | -302.40 | | -302.40 | |
| (6) | 168 2001 | VEGETATIVE WATERING | 216 | 116 | -116.00 | 0.00 | MG | \$15.80 | -1,832.80 | | -1,832.80 | |
| (7) | 247 2042 | FL BS (CMP IN PLC)(TY A GR 2)(FNAL POS) | 3495 | 3545 | 549.00 | 4,094.00 | CY | \$41.10 | | 22,563.90 | 22,563.90 | |
| (7) | 248 2042 | FL BS (CMP IN PLC)(TY A GR 2)(FNAL POS) | 0 | 0 | 50.00 | 50.00 | CY | \$41.10 | | 2,055.00 | 2,055.00 | |
| (7) | 248 2042 | FL BS (CMP IN PLC)(TY A GR 2)(FNAL POS) | 0 | 50 | -50.00 | 0.00 | CY | \$41.50 | -2,075.00 | | -2,075.00 | |
| (8) | 310 2005 | PRIME COAT (MC-30 OR AE-P) | 1549 | 1549 | -533.00 | 1,016.00 | GAL | \$5.00 | -2,665.00 | | -2,665.00 | |
| (9) | 340 2011 | D-GR HMA(METH) TY-B PG64-22 | 1742 | 1742 | 263.74 | 2,005.74 | TON | \$90.00 | | 23,736.60 | 23,736.60 | |
| (10) | 340 2048 | D-GR HMA(METH) TY-C SAC-B PG64-22 | 7425 | 7429 | -2,728.00 | 4,701.00 | TON | \$92.00 | -250,976.00 | | -250,976.00 | |
| (11) | 354 2021 | PLANE ASPH CONC PAV(0" TO 2") | 28387 | 15387 | -6,891.00 | 8,496.00 | SY | \$2.50 | -17,227.50 | | -17,227.50 | |
| (13) | 400 2001 | STRUCT EXCAV | 4678 | 4678 | -14.00 | 4,664.00 | LF | \$9.10 | -127.40 | | -127.40 | |
| (14) | 402 2001 | TRENCH EXCAVATION PROTECTION | 5874 | 5874 | -31.00 | 5,843.00 | LF | \$3.50 | -108.50 | | -108.50 | |
| (15) | 416 2030 | DRILL SHAFT (TRF SIG POLE) (24 IN) | 6 | 6 | 72.00 | 78.00 | LF | \$190.00 | | 13,680.00 | 13,680.00 | |
| (16) | 416 2031 | DRILL SHAFT (TRF SIG POLE) (30 IN) | 49 | 49 | -16.00 | 33.00 | LF | \$213.00 | -3,408.00 | | -3,408.00 | |
| (17) | 416 2032 | DRILL SHAFT (TRF SIG POLE) (36 IN) | 58 | 58 | -4.00 | 54.00 | LF | \$269.00 | -1,076.00 | | -1,076.00 | |
| (18) | 420 2078 | CL A CONC (MISC)(8") | 195 | 195 | 20.10 | 215.10 | SY | \$145.00 | | 2,914.50 | 2,914.50 | |
| (19) | 432 2001 | RIPRAP (CONC)(4 IN) | 2 | 2 | 0.70 | 2.70 | CY | \$422.00 | | 295.40 | 295.40 | |
| (21) | 450 2073 | RAIL (TY PR1) | 33 | 43 | 32.00 | 75.00 | LF | \$141.00 | | 4,512.00 | 4,512.00 | |
| (22) | 462 2004 | RAIL (HANDRAIL)(TY B) | 130 | 130 | -103.00 | 27.00 | LF | \$166.00 | -17,098.00 | | -17,098.00 | |
| (28) | 464 2005 | RC PIPE (CL III)(24 IN) | 938 | 938 | -31.00 | 907.00 | LF | \$63.80 | -1,977.80 | | -1,977.80 | |
| (33) | 465 2027 | INLET (COMPL)(CURB)(TY II)(10') | 11 | 9 | -1.00 | 8.00 | EA | \$7,697.00 | -7,697.00 | | -7,697.00 | |
| (37) | 496 2003 | REMOV STR (MANHOLE | 1 | 1 | -1.00 | 0.00 | EA | \$1,572.00 | -1,572.00 | | -1,572.00 | |
| (41) | 503 2001 | BARRICADES, SIGNS AND TRAFFIC HANDLING | 0 | 0 | 3.00 | 3.00 | MO | \$5,286.00 | | 15,858.00 | 15,858.00 | |
| (41) | 503 2001 | BARRICADES, SIGNS AND TRAFFIC HANDLING | 0 | 3 | -3.00 | 0.00 | MO | \$4,752.40 | -14,257.20 | | -14,257.20 | |
| (48) | 528 2004 | LANDSCAPE PAVERS | 81 | 81 | -81.00 | 0.00 | SY | \$79.00 | -6,399.00 | | -6,399.00 | |
| (49) | 530 2010 | DRIVEWAYS (CONC) | 2551 | 2760 | 300.30 | 3,060.30 | SY | \$60.00 | | 18,018.00 | 18,018.00 | |
| (50) | 531 2005 | CURB RAMPS (TY 1) | 5 | 5 | 1.00 | 6.00 | EA | \$1,228.00 | | 1,228.00 | 1,228.00 | |
| (51) | 531 2006 | CURB RAMPS (TY 2) | 12 | 12 | -2.00 | 10.00 | EA | \$1,742.00 | -3,484.00 | | -3,484.00 | |
| (53) | 531 2010 | CURB RAMPS (TY 7) | 3 | 3 | 1.00 | 4.00 | EA | \$1,617.00 | | 1,617.00 | 1,617.00 | |
| (54) | 531 2015 | CONC SIDEWALKS (4") | 3326 | 3352 | -24.20 | 3,327.80 | SY | \$50.00 | -1,210.00 | | -1,210.00 | |
| (55) | 560 2001 | MAILBOX INSTALLATION (SINGLE) | 3 | 3 | -3.00 | 0.00 | EA | \$234.00 | -702.00 | | -702.00 | |
| (56) | 618 2018 | CONDT (PVC) (SCHD 40) (2") | 250 | 250 | 192.00 | 442.00 | LF | \$20.20 | | 3,878.40 | 3,878.40 | |
| (57) | 618 2019 | CONDT (PVC) (SCHD 40) (2") (BORE) | 330 | 330 | 8.00 | 338.00 | LF | \$23.50 | | 188.00 | 188.00 | |
| (58) | 619 2022 | CONDT (PVC) (SCHD 40) (3") | 285 | 285 | 256.00 | 541.00 | LF | \$30.20 | | 7,731.20 | 7,731.20 | |
| (59) | 618 2023 | CONDT (PVC) (SCHD 40) (3") (BORE) | 410 | 410 | -18.00 | 392.00 | LF | \$25.80 | -464.40 | | -464.40 | |
| (60) | 618 2052 | CONDT (RM) 2" | 255 | 255 | -255.00 | 0.00 | LF | \$20.20 | -5,151.00 | | -5,151.00 | |
| (61) | 620 2007 | ELEC CONDR (NO. 4) BARE | 275 | 275 | -275.00 | 0.00 | LF | \$2.80 | -770.00 | | -770.00 | |
| (62) | 620 2008 | ELEC CONDR (NO. 4) INSULATED | 550 | 550 | -550.00 | 0.00 | LF | \$2.90 | -1,595.00 | | -1,595.00 | |
| (63) | 620 2009 | ELEC CONDR (NO. 6) BARE | 275 | 311 | 97.00 | 408.00 | LF | \$2.10 | | 203.70 | 203.70 | |
| (64) | 621 2010 | ELEC CONDR (NO. 6) INSULATED | 550 | 550 | 266.00 | 816.00 | LF | \$2.20 | | 585.20 | 585.20 | |
| (65) | 621 2011 | ELEC CONDR (NO. 8) BARE | 1310 | 3565 | -1532.00 | 2,033.00 | LF | \$1.40 | -2,144.80 | | -2,144.80 | |
| (66) | 622 2012 | ELEC CONDR (NO. 8) INSULATED | 965 | 1968 | -160.00 | 1,808.00 | LF | \$1.70 | -272.00 | | -272.00 | |
| (67) | 624 2012 | GROUND BOX TY A (122311) W/APRON | 5 | 5 | -5.00 | 0.00 | EA | \$896.00 | -4,480.00 | | -4,480.00 | |

JOB NAME: TRIMMIER ROAD - CO 19

CSJ: 0909-36-147

Changes to Trimmier Road portion only

| Line No. | Item No. | Description | Bid Quantity | Previous Quantity | Proposed | | | UOM | Unit Price | Proposed | | Proposed Total Amount |
|----------|-----------|---|--------------|-------------------|--------------|-----------|----------------|------------|------------|--------------|------------|-----------------------|
| | | | | | C/O Quantity | Quantity | Reduced Amount | | | Added Amount | | |
| (69) | 624 2034 | REMOVE EXISTING GROUND BOXES | 2 | 6 | -4.00 | 2.00 | EA | \$168.00 | -672.00 | | -672.00 | |
| (72) | 644 2048 | IN SM RD SN SUP&AM TYTWT(1)UA(P) | 7 | 7 | 3.00 | 10.00 | EA | \$411.00 | | 1,233.00 | 1,233.00 | |
| (73) | 644 2049 | IN SM RD SN SUP&AM TYTWT(1)UA(T) | 5 | 5 | -4.00 | 1.00 | EA | \$487.00 | -1,948.00 | | -1,948.00 | |
| (74) | 644 2059 | RELOCATE SM RD SN SUP & AM TY TWT | 19 | 19 | -12.00 | 7.00 | EA | \$261.00 | -3,132.00 | | -3,132.00 | |
| (75) | 644 2060 | REMOVE SM RD SN SUP & AM | 12 | 12 | -1.00 | 11.00 | EA | \$227.00 | -227.00 | | -227.00 | |
| (76) | 662 2001 | WK ZN PAV MRK NON-REMOV (W) 4" (BRK) | 4430 | 2215 | -395.00 | 1,820.00 | LF | \$0.30 | -118.50 | | -118.50 | |
| (77) | 662 2002 | WK ZN PAV MRK NON-REMOV (W) 4" (DOT) | 80 | 40 | -40.00 | 0.00 | LF | \$0.70 | -28.00 | | -28.00 | |
| (78) | 662 2012 | WK ZN PAV MRK NON-REMOV (W) 8" (SLD) | 1260 | 630 | -530.00 | 100.00 | LF | \$0.50 | -265.00 | | -265.00 | |
| (79) | 662 2016 | WK ZN PAV MRK NON-REMOV (W) 24" (SLD) | 300 | 150 | -150.00 | 0.00 | LF | \$2.40 | -360.00 | | -360.00 | |
| (80) | 662 2017 | WK ZN PAV MRK NON-REMOV (W) (ARROW) | 8 | 4 | -4.00 | 0.00 | EA | \$72.80 | -291.20 | | -291.20 | |
| (81) | 662 2027 | WK ZN PAV MRK NON-REMOV (W) (WORD) | 5 | 3 | -3.00 | 0.00 | EA | \$84.00 | -252.00 | | -252.00 | |
| (82) | 662 2030 | WK ZN PAV MRK NON-REMOV (Y) 4" (BRK) | 440 | 220 | -220.00 | 0.00 | LF | \$0.30 | -66.00 | | -66.00 | |
| (83) | 662 2032 | WK ZN PAV MRK NON-REMOV (Y) 4" (SLD) | 19502 | 5000 | -536.00 | 4,464.00 | LF | \$0.30 | -160.80 | | -160.80 | |
| (84) | 666 2003 | REFL PAV MRK TY I (W) 4" (BRK)(100MIL) | 2575 | 2575 | 1245.00 | 3,820.00 | LF | \$0.70 | | 871.50 | 871.50 | |
| (85) | 666 2030 | REFL PAV MRK TY I (W) 8" (DOT)(100MIL) | 100 | 100 | -88.00 | 12.00 | LF | \$2.10 | -184.80 | | -184.80 | |
| (86) | 666 2036 | REFL PAV MRK TY I (W) 8" (SLD)(100MIL) | 1940 | 1940 | 2328.00 | 4,268.00 | LF | \$1.30 | | 3,026.40 | 3,026.40 | |
| (87) | 666 2042 | REFL PAV MRK TY I (W) 12"(SLD)(100MIL) | 1561 | 1561 | -1561.00 | 0.00 | LF | \$4.40 | -6,868.40 | | -6,868.40 | |
| (88) | 666 2048 | REFL PAV MRK TY I (W) 24"(SLD)(100MIL) | 752 | 752 | 1503.00 | 2,255.00 | LF | \$7.50 | | 11,272.50 | 11,272.50 | |
| (89) | 666 2054 | REFL PAV MRK TY I (W) (ARROW) (100MIL) | 26 | 26 | 42.00 | 68.00 | EA | \$235.00 | | 9,870.00 | 9,870.00 | |
| (90) | 666 2096 | REFL PAV MRK TY I (W) (WORD) (100MIL) | 11 | 11 | 10.00 | 21.00 | EA | \$302.00 | | 3,020.00 | 3,020.00 | |
| (91) | 666 2105 | REFL PAV MRK TY I (Y) 4" (BRK)(100MIL) | 3025 | 3025 | -1435.00 | 1,590.00 | LF | \$0.70 | -1,004.50 | | -1,004.50 | |
| (92) | 666 2111 | REFL PAV MRK TY I (Y) 4" (SLD)(100MIL) | 11690 | 11690 | 12238.00 | 23,928.00 | LF | \$0.70 | | 8,566.60 | 8,566.60 | |
| (93) | 666 2132 | REFL PAV MRK TY I (Y) 24"(SLD)(100MIL) | 878 | 878 | -752.00 | 126.00 | LF | \$7.50 | -5,640.00 | | -5,640.00 | |
| (94) | 672 2012 | REFL PAV MRKR TY I-C | 84 | 84 | 341.00 | 425.00 | EA | \$8.00 | | 2,728.00 | 2,728.00 | |
| (95) | 672 2015 | REFL PAV MRKR TY II-A-A | 156 | 156 | 594.00 | 750.00 | EA | \$8.00 | | 4,752.00 | 4,752.00 | |
| (96) | 677 2001 | ELIM EXT PAV MRK & MRKS (4") | 11966 | 6966 | -5125.00 | 1,841.00 | LF | \$0.50 | -2,562.50 | | -2,562.50 | |
| (99) | 682 2002 | BACK PLATE (12 IN) (4 SEC) | 6 | 6 | 2.00 | 8.00 | EA | \$68.00 | | 136.00 | 136.00 | |
| (102) | 682 2024 | VEH SIG SEC (12 IN) LED (YEL ARW) | 12 | 12 | -1.00 | 11.00 | EA | \$258.00 | -258.00 | | -258.00 | |
| (105) | 682 2043 | PED SIG SEC (12") (2 IND)(HOUSING ONLY) | 22 | 26 | -4.00 | 22.00 | EA | \$477.00 | -1,908.00 | | -1,908.00 | |
| (106) | 682 2066 | PED SIG SEC (12 IN) LED (COUNTDOWN) | 22 | 26 | -4.00 | 22.00 | EA | \$314.00 | -1,256.00 | | -1,256.00 | |
| (107) | 684 2010 | TRF SIG CBL (TY A) (12 AWG) (5 CONDR) | 2010 | 5666 | -97.00 | 5,569.00 | LF | \$3.40 | -329.80 | | -329.80 | |
| (108) | 684 2012 | TRF SIG CBL (TY A) (12 AWG) (7 CONDR) | 1515 | 1543 | 1087.00 | 2,630.00 | LF | \$4.50 | | 4,891.50 | 4,891.50 | |
| (111) | 686 2035 | INS TRF SIG PL AM(S) 1 ARM (36') | 2 | 2 | -1.00 | 1.00 | EA | \$8,400.00 | -8,400.00 | | -8,400.00 | |
| (113) | 686 2041 | INS TRF SIG PL AM(S) 1 ARM (40') LUM | 1 | 1.00 | -0.56 | 0.44 | EA | \$9,520.00 | -5,331.20 | | -5,331.20 | |
| (114) | 687 2001 | PED POLE ASSEMBLY | 3 | 16 | -3.00 | 13.00 | EA | \$3,248.00 | -9,744.00 | | -9,744.00 | |
| (118) | 6266 2005 | VIVDS COMMUNICATION CABLE (COAXIAL) | 915 | 2550 | 717.00 | 3,267.00 | LF | \$3.40 | | 2,437.80 | 2,437.80 | |
| (119) | 6834 2001 | PORTABLE CHANGEABLE MESSAGE SIGN | 50 | 50 | -30.00 | 20.00 | EA | \$101.00 | -3,030.00 | | -3,030.00 | |
| (120) | 8346 2001 | ETHERNET CABLE CAT 5 | 120 | 280 | 105.00 | 385.00 | LF | \$3.40 | | 357.00 | 357.00 | |
| (123) | 8835 2001 | ACCESSIBLE PEDESTRIAN SIGNAL UNITS | 22 | 26 | -4.00 | 22.00 | EA | \$1,568.00 | -6,272.00 | | -6,272.00 | |
| (127) | COK 5003 | COK CURB AND GUTTER | 7525 | 7525 | 486.00 | 8,011.00 | LF | \$12.00 | | 5,832.00 | 5,832.00 | |
| (128) | COK 5004 | CONC SIDEWALK W/ CURB | 274 | 274 | 66.90 | 340.90 | SY | \$134.00 | | 8,964.60 | 8,964.60 | |
| (129) | COK 5005 | CONC SIDEWALK(9.5')(SPL RET. WALL) | 181 | 181 | -74.00 | 107.00 | SY | \$400.00 | -29,600.00 | | -29,600.00 | |
| (131) | COK 6000 | ADJUST WATER VALVE BOX | 17 | 17 | 11.00 | 28.00 | EA | \$488.00 | | 5,368.00 | 5,368.00 | |
| (134) | COK 6003 | ADJUST MANHOLE RIM | 9 | 9 | 3.00 | 12.00 | EA | \$1,024.00 | | 3,072.00 | 3,072.00 | |
| (135) | COK 6004 | RELOCATE ICV | 17 | 17 | -14.00 | 3.00 | EA | \$1,368.00 | -19,152.00 | | -19,152.00 | |

JOB NAME: TRIMMIER ROAD - CO 19

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Changes to Trimmier Road portion only

| Line No. | Item No. | Description | Bid Quantity | Previous Quantity | Proposed | | | UOM | Unit Price | Proposed | Proposed | Proposed |
|----------|----------|--|--------------|-------------------|--------------|----------|----------------|-------------|-------------|--------------|--------------|----------|
| | | | | | C/O Quantity | Quantity | Reduced Amount | | | Added Amount | Total Amount | |
| (140A) | COK 6010 | BUS STOP | 5 | 5 | -1.00 | 4.00 | EA | \$14,872.00 | -14,872.00 | | -14,872.00 | |
| (140B) | COK 6011 | 12" C900 PVC WATER LINE | 50 | 50 | -50.00 | 0.00 | LF | \$67.50 | -3,375.00 | | -3,375.00 | |
| (141) | COK 6012 | 12" 45 DEGREE BEND | 4 | 4 | -4.00 | 0.00 | EA | \$1,024.00 | -4,096.00 | | -4,096.00 | |
| (143.2) | 7016 001 | REMOVING CONC (DRIVEWAYS) | 0 | 241 | -101.00 | 140.00 | SY | \$79.00 | -7,979.00 | | -7,979.00 | |
| (143.30) | 7043-001 | SIDEWALK (2FT. HIGH CURB) | 0 | 35 | 81.00 | 116.00 | SY | \$150.00 | | 12,150.00 | 12,150.00 | |
| (143.31) | 677-2008 | ELIM EXT PAV MRK & MRKS (ARROW) | 0 | 12 | 12.00 | 24.00 | EA | \$156.00 | | 1,872.00 | 1,872.00 | |
| (143.33) | 686 2033 | INS TRF SIG PL AM(S) 1 ARM (32') LUM | 0 | 0 | 1.00 | 1.00 | EA | \$8,736.00 | | 8,736.00 | 8,736.00 | |
| (143.34) | COK 6013 | FRENCH DRAIN | 0 | 0 | 95.00 | 95.00 | LF | \$30.00 | | 2,850.00 | 2,850.00 | |
| (143.35) | COK 6014 | FRENCH DRAIN ASPHALT PATCH | 0 | 0 | 53.00 | 53.00 | LF | \$13.00 | | 689.00 | 689.00 | |
| (192) | 502 2001 | BARRICADES, SIGNS AND TRAFFIC HANDLING | 0 | 4 | -4.00 | 0.00 | MO | \$4,752.00 | -19,008.00 | | -19,008.00 | |
| (192) | 502 2001 | BARRICADES, SIGNS AND TRAFFIC HANDLING | 0 | 0 | 4.00 | 4.00 | MO | \$4,752.40 | | 19,009.60 | 19,009.60 | |
| TOTAL | | | | | | | | | -526,652.13 | \$221,760.80 | -304,889.73 | |

CHANGE ORDER(S) FOR Trimmier Road Widening Project

(Project Name)

| | | | | |
|----------------------------------|--------------------|------------------|---------|--|
| Department/Division: | Public Works | Bid No.: | 14-14 | NOTE 1. If individual Change Order request is ≥ \$50,000, please attach CCMR in front of Change Order request for Council approval 2. If, cumulatively, Change Orders are ≥ 25% of awarded contract amount please attach CCMR in front of Change Order request for Council approval |
| Vendor Name: | McLean Construcion | CCMR No.: | 14-129R | |
| Original Contract Amount: | \$6,845,845.00 | | | |
| Date CCMR Approved: | 09/23/14 | | | |

HISTORY OF CHANGE ORDERS

| CO# | Proposed or Approved | Date CCMR Approved | CCMR# | Amount | Account Number (xxx-xxxx-xxx-xx.xx) | BRIEF Reason for Change Order Request (must fit in allotted space) | Updated Contract Amount | % Change in Contract |
|-----|---|--------------------|---------|---------------|--|--|-------------------------|----------------------|
| 1 | <input type="checkbox"/> Proposed <input checked="" type="checkbox"/> Approved | 05/01/15 | | \$0.00 | 347-3490-800.58-76 | Add 147 days to contract time | \$6,845,845.00 | 0.00% |
| 2 | <input type="checkbox"/> Proposed <input checked="" type="checkbox"/> Approved | 10/17/15 | | \$35,978.00 | 347-3490-800.58-76 | 8" , 4,000 psi Concrete Roadway pavement + 30 days | \$6,881,823.00 | 0.53% |
| 3 | <input type="checkbox"/> Proposed <input checked="" type="checkbox"/> Approved | 11/25/15 | | \$401,246.50 | 347-3490-800.58-76 | Lowe's Blvd Extension and N/S Connector Road revisions | \$7,283,069.50 | 6.39% |
| 4 | <input type="checkbox"/> Proposed <input checked="" type="checkbox"/> Approved | 02/24/16 | | \$98,986.85 | 347-3490-800.58-76 | Trimmier Road waterline and storm drainage revisions | \$7,382,056.35 | 7.83% |
| 5 | <input type="checkbox"/> Proposed <input checked="" type="checkbox"/> Approved | 02/24/16 | | -\$6,590.50 | 347-3490-800.58-76 | Adds/Deducts and Guard Rail | \$7,375,465.85 | 7.74% |
| 6 | <input type="checkbox"/> Proposed <input checked="" type="checkbox"/> Approved | 04/05/16 | | \$7,675.00 | 347-3490-800.58-76 | Trimmier Road waterline and storm drainage revisions | \$7,383,140.85 | 7.85% |
| 7 | <input type="checkbox"/> Proposed <input checked="" type="checkbox"/> Approved | 04/05/16 | | \$30,971.20 | 347-3490-800.58-76 | Adds/Deducts and Waterline Relocation at Lowes Blvd. | \$7,414,112.05 | 8.30% |
| 8 | <input type="checkbox"/> Proposed <input checked="" type="checkbox"/> Approved | 05/13/16 | | \$14,860.00 | 347-3490-800.58-76 | Lowering of waterline/adjust traffic signal conduits | \$7,428,972.05 | 8.52% |
| 9 | <input type="checkbox"/> Proposed <input checked="" type="checkbox"/> Approved | 08/04/16 | | \$24,777.00 | 347-3490-800.58-76 | Quantities change for Walmart Boulevard traffic signalization | \$7,453,749.05 | 8.88% |
| 10 | <input type="checkbox"/> Proposed <input type="checkbox"/> Approved | N/A | | \$0.00 | 347-3490-800.58-76 | Change Order #10 was not approved by City Council | \$7,453,749.05 | 8.88% |
| 11 | <input type="checkbox"/> Proposed <input checked="" type="checkbox"/> Approved | 01/30/17 | 17-001R | \$97,905.10 | 347-3490-800.58-76 | Traffic Signal changes for future Maintenance Costs | \$7,551,654.15 | 10.31% |
| 12 | <input type="checkbox"/> Proposed <input checked="" type="checkbox"/> Approved | 01/30/17 | | \$8,957.40 | 347-3490-800.58-76 | 18" HDPE pipe and Traffic Signal quantity additions | \$7,560,611.55 | 10.44% |
| 13 | <input type="checkbox"/> Proposed <input checked="" type="checkbox"/> Approved | 02/28/17 | 17-020R | -\$78,188.30 | 347-3490-800.58-76 | Adjustment of line item quantities | \$7,482,423.25 | 9.30% |
| 14 | <input type="checkbox"/> Proposed <input checked="" type="checkbox"/> Approved | 02/28/17 | 17-021R | \$239,781.00 | 347-3490-800.58-76 | Adds/Deducts and Lowes Blvd. West Sub-grade Stabilization | \$7,722,204.25 | 12.80% |
| 15 | <input type="checkbox"/> Proposed <input checked="" type="checkbox"/> Approved | 06/23/17 | | \$46,996.00 | 347-3490-800.58-76 | Adjustment of line item quantities and Irrigation Systems to Trimmier Rd; add 5 days | \$7,769,200.25 | 13.49% |
| 16 | <input type="checkbox"/> Proposed <input checked="" type="checkbox"/> Approved | 06/23/17 | | -\$46,824.70 | 347-3490-800.58-76 | Adjustment of line item quantities and Irrigation Systems to COK portion; add 5 days | \$7,722,375.55 | 12.80% |
| 17 | <input type="checkbox"/> Proposed <input checked="" type="checkbox"/> Approved | 07/05/17 | | \$36,372.00 | 347-3490-800.58-76 | Add barricades, signs and traffic handling to Trimmier Rd. | \$7,758,747.55 | 13.34% |
| 18 | <input checked="" type="checkbox"/> Proposed <input type="checkbox"/> Approved | | | -\$89,716.96 | 347-3490-800.58-76 | Reconciliation of project line Items - City Portion | \$7,669,030.59 | 12.02% |
| 19 | <input checked="" type="checkbox"/> Proposed <input type="checkbox"/> Approved | | | -\$304,889.73 | 347-3490-800.58-76 | Reconciliation of project line Items - Trimmier Road Portion | \$7,364,140.86 | 7.57% |

Vendor Signature/Date

Dept. Head Signature/Date

Recommended:

Purchasing Manager/Date

Recommended:

Director of Finance/Date

Recommended:

City Attorney/Date

Approved/Disapproved:

City Manager/Date

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
 CERTIFICATION OF FILING**

Certificate Number:
 2018-328743

Date Filed:
 03/21/2018

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
 McLean Construction
 Killeen, TX United States

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

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
 CSJ 0909-36-147
 CO#19 Clean-Up Change Order for Trimmier Road Widening Project

| 4 | Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|--------------------------|--|---------------------------------------|--------------|
| | | | Controlling | Intermediary |
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5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION
 My name is Mario Villalpando, and my date of birth is 8-1-80.
 My address is 3617 Pando's Way, Killeen, TX, 76543, US.
(street) (city) (state) (zip code) (country)

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

Executed in Bell County, State of TX, on the 21 day of MAR, 2018.
(month) (year)

Mario Villalpando
 Signature of authorized agent of contracting business entity
 (Declarant)



TRIMMIER ROAD WIDENING CHANGE ORDER NO. 19

RS-18-024

April 3, 2018

Background

- Project components
 - ▣ Federally Funded Trimmier Road Widening
 - ▣ Locally Funded WS Young Widening, Lowes Boulevard Extension, Walmart Boulevard Signal and Weldon Way.
- Change Order No. 19 deals with the administrative clean up for overruns and underruns on the federally funded projects.
- This change order is a net credit of \$304,889.73.
- The next step will be the final payment to close out the project.

Alternatives

3

- Reconcile the bid line items on the federally funded portions of the project and process a final reduction in the project contract amount.
- Do not reconcile the bid line items and close the project without reducing the contract amount. This process closes the project with an open balance and leaves room for questions during a future audit process.

Recommendation

4

- City staff recommends that the City Council authorize the City Manager to execute Change Order No. 19 with McLean Construction, Inc., decreasing the contract in the amount of \$304,889.73, resulting in a total contract amount of \$7,364,140.86.



City of Killeen

Legislation Details

File #: RS-18-025 **Version:** 1 **Name:** Capital Projects Policies
Type: Resolution **Status:** Resolutions
File created: 3/20/2018 **In control:** City Council Workshop
On agenda: 4/3/2018 **Final action:**
Title: Consider a memorandum/resolution to approve the City of Killeen's Capital Projects Policies.
Sponsors: City Manager Department, Public Works Department
Indexes:
Code sections:
Attachments: [Staff Report](#)
[Capital Projects Policies](#)
[Presentation](#)

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



STAFF REPORT

DATE: April 3, 2018
TO: Ronald L. Olson, City Manager
FROM: David A. Olson, Executive Director of Public Works
SUBJECT: Capital Projects Policies

BACKGROUND AND FINDINGS:

On February 6, 2018, City Council was provided a draft copy of the Capital Projects Policies document. At the February 20, 2018 City Council Workshop, staff walked through each section of the policy document with City Council, addressing questions and obtaining City Council's suggestions for revising the policies. The recommended revisions provided by City Council were incorporated into the policies.

THE ALTERNATIVES CONSIDERED:

There are two alternatives to consider in regard to the Capital Projects Policies:

- 1) Create and adopt Capital Projects Policies.
- 2) Do not create and adopt Capital Projects Policies.

Which alternative is recommended? Why?

City staff recommends Alternative 1 to create and adopt Capital Projects Policies. These policies set forth the basic framework for the planning, development, funding, and construction of capital projects in the City.

CONFORMITY TO CITY POLICY:

The Capital Projects Policies document is the guiding source for the creation and implementation of the City's Comprehensive Capital Improvement Program Plan. The policies were developed within the parameters established by applicable provisions of the Texas Local Government Code and the City of Killeen Charter.

FINANCIAL IMPACT:

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

N/A

Is this a one-time or recurring expenditure?

N/A

Is this expenditure budgeted?

N/A

If not, where will the money come from?

N/A

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

N/A

RECOMMENDATION:

Staff recommends that City Council approve the City of Killeen Capital Projects Policies.

DEPARTMENTAL CLEARANCES:

Public Works

Finance

Legal

ATTACHED SUPPORTING DOCUMENTS:

Capital Projects Policies



City of Killeen

Capital Projects Policies

**Public Works Department
January 23, 2018**

I. TABLE OF CONTENTS

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II. INTRODUCTION

The City of Killeen capital projects policies set forth the basic framework for the planning, development, funding, and construction of capital improvement program projects for the City. These policies were developed within the parameters established by applicable provisions of the Texas Local Government Code, the City of Killeen Charter, and adopted City of Killeen master plans. The policies are intended to assist the City Council and City staff in maintaining long-term commitments to the development, design, and construction of a capital improvements program. This policy will be reviewed on an annual basis with the adoption of the Capital Improvements Program. Upon adoption of these capital project policies, the City Council authorizes the City Manager to interpret the policies, implement all policies, and manage the City within the boundaries of the policies.

III. CAPITAL IMPROVEMENTS PROGRAM (CIP)

A. CIP PURPOSE AND ADOPTION

The City of Killeen Capital Improvements Program shall be a 5-year planning document adopted on an annual basis in conjunction with the Capital Projects Budget to identify new construction, repairs, renovations, and rehabilitation of existing facilities, real property acquisitions, city owned utilities/infrastructure, and other capital projects as defined by the City of Killeen Financial Policies.. The Capital Projects Plan shall identify available resources for project funding along with potential impacts on future operating budgets. To that end the program is expected to:

- Increase opportunities to obtain funding from outside sources, such as state and federal government;
- Assist in the planning, budgeting, and coordinating the operation and capital efforts of various City Departments;
- Provide a rational basis by having supporting public capital commitments; and
- Result in a more favorable bond rating by giving evidence of effective management.

B. CIP DEVELOPMENT PROCESS

Projects inside the CIP will be identified in either a short-range project or long-range project. Projects in the short-range category are expected to begin design or construction within the next 0-5 years. Furthermore these projects have an

identified funding source for all or a portion of the project. Those projects identified as long-range projects do not have an identified funding source and/or are not anticipated to begin design/construction within the coming 5 years.

Project prioritization will be largely based on the adopted master plans for each respective project category. In the instance no adopted master plan exists projects will be prioritized based on studies performed by consultants and City staff. City Council may adjust priorities annual with the adoption of the plan. Generally, projects will be prioritized as follows:

- Tier 1
 - clear and present danger to the public; or
 - contractual obligation; or
 - written commitment of grant funding.
- Tier 2
 - Documented cost savings; or
 - probable grant commitment; or
 - other justified need.
- Tier 3
 - future cost avoidance; or
 - planned improvements; or
 - significant improvement of service.

All short-range CIP projects will include the following information:

- estimation of the impact of the project on the annual operating budget;
- estimated project schedule;
- project description generally including the type of improvements and limits of construction;
- project justification based on providing a basic service, improving or rehabilitating deteriorated facilities, reducing costs, promoting jobs or benefiting a large population segment or a target area of the City;
- project costs; and
- source of funding.

C. CAPITAL PROJECTS BUDGET

At the beginning of the capital projects budget process each year, the City Council will review the capital projects policies and have strategic discussions to determine the City Council's priorities. The City Council will provide the City Manager specific direction of their priorities.

Departments shall submit their capital project budgets to the City Manager within fiscal parameters provided by the City Manager’s Office. Departments will focus on capital projects that have been identified inside of their respective master planning documents as well as those identified in the City Council priorities. Departments shall pursue to the maximum extent practical grant opportunities and other reimbursement programs for capital projects.

IV. GENERAL PROJECT REQUIREMENTS

A. PROJECT MANAGEMENT

Every CIP project will have a qualified project manager who will prepare the project proposal, ensure that required phases are completed on schedule, authorize all project expenditures, ensure that all regulations and laws are observed, and periodically report project status.

B. CAPITAL PROJECTS REVIEW COMMITTEE

A committee will be organized by the City Manager or designee to review project proposals, determine project phasing, recommend project managers, review and evaluate the draft CIP budget document, and report CIP progress on an ongoing basis.

C. DESIGN AND CONSTRUCTION

All capital improvement projects shall be designed and constructed in accordance with all applicable local, state, and federal laws and regulations.

V. NONDISCRIMINATION IN CAPITAL PROJECTS

The City of Killeen (COK), Texas, as a recipient of Federal Financial assistance and under Title VI of the Civil Rights Act of 1964 and related statutes, assures that no person shall, on the grounds of race, color, sex, religion, handicap/disability, age, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity. The City of Killeen further assures that every effort will be made to ensure nondiscrimination in all of its programs and activities, whether or not those programs and activities are federally funded.

In the event the City of Killeen distributes federal aid funds to another entity or contractor, the City of Killeen will include Title VI language in all written agreements and will monitor for compliance.

The City Manager is responsible for initiating and monitoring Title VI activities, preparing required reports, and other City of Killeen responsibilities as required by 23 CFR 200 (Title VI Program and Related Statutes) and 49 CFR 21 (Nondiscrimination in Federally-Assisted Programs of the Department of Transportation).



CAPITAL PROJECTS POLICIES

RS-18-025

April 3, 2018

Background

- ❑ Capital Projects Policies set forth the framework for planning, development, funding, and construction of capital projects in the City of Killeen.
- ❑ Policies help to maintain long-term commitment for City Council and guide City Staff in preparing the CIP Plan.
- ❑ Policies were reviewed by City Council in February.

Policy Highlights

- Section I - Table of Contents
- Section II – Introduction
 - ▣ Provides a general statement of policy and establishes annual review of policies.
- Section III – Capital Improvements Program
 - ▣ Establishes purpose and annual adoption of 5-year CIP Plan.
 - ▣ Defines process for development of plan including project prioritization, and specific information contained in the CIP Plan.
 - ▣ Establishes that City Council will establish their CIP priorities by resolution annually.
 - ▣ Establishes that City staff will pursue grant/reimbursement programs to the maximum extent practical.

Policy Highlights

- Section IV - General Project Requirements
 - ▣ All projects shall have a qualified project manager.
 - ▣ Establishes City Manager committee, Capital Projects Review Committee, for the purpose of preparing and reviewing CIP Plan.
 - ▣ Reaffirms that all projects are to be designed to local, state, and federal laws and regulations.
- Section V – Nondiscrimination in Capital Projects
 - ▣ Title VI of the Civil Rights Act of 1964 establishes nondiscrimination practices with external contractors/vendors particularly relating to projects with federal funding.
 - ▣ City Manager or designee is responsible for the implementation of a Title VI Plan.

Recommendation

5

- City staff recommends that the City Council authorize the adoption of the City of Killeen Capital Projects Policies.



City of Killeen

Legislation Details

File #: OR-18-005 **Version:** 1 **Name:** Truck Parking Ordinance update
Type: Ordinance **Status:** Ordinances
File created: 2/5/2018 **In control:** City Council Workshop
On agenda: 4/3/2018 **Final action:**
Title: Consider an ordinance amending Chapter 28 Traffic, Article V. Stopping, Standing and Parking, Sec. 28-132 Parking in residential areas.
Sponsors: Police Department, Planning & Development Dept
Indexes:
Code sections: Sec. 28-132. - Parking in Residential Areas
Attachments: [Staff Report](#)
[Ordinance](#)
[Presentation](#)

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



STAFF REPORT

DATE: April 3, 2018
TO: Ronald L. Olson, City Manager
FROM: Charles F. Kimble, Chief of Police
SUBJECT: Parking Ordinance

BACKGROUND AND FINDINGS:

The Killeen Police Department, in concert with the Planning Department and the Legal Department, has reviewed the current parking ordinance, under Section 28-132, subsection (b) as it pertains to the parking of vehicles exceeding the capacity of one (1) ton, including, but not limited to, truck tractors, on a street in the vicinity of residential property.

The current city ordinance states it is unlawful to park a vehicle of this type *adjacent* to property zoned or used for residential purposes. When large commercial vehicles park near residential property, it can cause difficulty for neighborhood drivers to see around the large vehicles. The motoring public may also have to drive left of center to travel around a large vehicle parked on the roadway. Additionally, if the vehicle is a tractor with a refrigerated trailer, the vehicle can become a noise nuisance when parked near residential property.

Upon review of the current ordinance and in consideration of public safety and public nuisance abatement, it is recommended that the ordinance be updated to reflect prohibited parking by a vehicle over one (1) ton within a distance of 500 feet of a residential area.

THE ALTERNATIVES CONSIDERED:

1. Expand the distance between residential areas and parking of large commercial vehicles to 500 feet to allow a buffer for noise abatement and to increase driving safety for nearby residents.
2. Expand the distance between residential areas and parking of large commercial vehicles to 1,000 feet to allow a buffer for noise abatement and to increase driving safety for nearby residents.
3. Allow the ordinance to remain unchanged.

Staff recommends the first alternative, which is a reasonable amendment allowing for commercial parking, in addition to driving safety and noise abatement for residents.

CONFORMITY TO CITY POLICY:

The new ordinance is a minor amendment and conforms to city policy.

FINANCIAL IMPACT:

There is no fiscal impact related to this ordinance update.

RECOMMENDATION:

Staff recommends Council approve the amendment to City Ordinance 28-132, making it unlawful for any person to park any vehicle having a capacity of more than one (1) ton, including, but not limited to, truck tractors, on a street within 500 feet of property zoned or used for residential purposes, and with this amendment becoming effective thirty (30) days after passage and publication.

DEPARTMENTAL CLEARANCES:

Planning Department
City Attorney

ATTACHED SUPPORTING DOCUMENTS:

Ordinance

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 28, ARTICLES V. OF THE CODE OF ORDINANCES OF THE CITY OF KILLEEN, TEXAS, REGARDING TRAFFIC: STOPPING, STANDING AND PARKING; PROVIDING FOR THE REPEAL OF CONFLICTING PROVISIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PULICATION AND AN EFFECTIVE DATE.

WHEREAS, Ordinance 28-132 was adopted on February 9, 2010, replacing the former “Stopping, Standing and Parking” Chapter 28-132; and

WHEREAS, staff has been administering traffic under the ordinance since that time, but has found an area where the ordinance needs to be refined to improve quality of life for citizens.

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

SECTION 1. That Chapter 28, Traffic Sec. 28-132, is hereby adopted to read as follows:

Chapter 28 TRAFFIC
ARTICLE V. STOPPING, STANDING AND PARKING

Sec. 28-132. - Parking in residential areas.

(a)For the purposes of this article, the following have the meanings provided herein. The word "vehicle" means every device in, upon or by which any person or property is or may be transported or drawn upon a highway, excluding light trucks used for personal family or household purposes, not modified for commercial use. The term "travel trailer" shall mean a vehicular, portable home designed as a temporary dwelling for travel, recreational and vacation uses; such homes shall be classified as a travel trailer whether or not its wheels, rollers, skids or other rolling equipment have been removed, and whether or not any addition thereto has been built on the ground; and shall also include pickup campers, converted buses, self-powered motor homes, tent trailers, tents and analogous temporary portable housing and accessory buildings. The term "light truck" shall mean a vehicle with a manufacturer's rated carrying capacity not to exceed two thousand (2,000) pounds, and is intended to include those trucks commonly known as pickup trucks, panel delivery trucks, and carryall trucks. The term

"trailer" does not include a boat trailer carrying a boat, but would include an empty boat trailer. The term "boat" shall mean a boat trailer carrying a boat.

(b) Except as otherwise provided in this article, it shall be unlawful for any person to park any vehicle having a capacity of more than one (1) ton including, but not limited to, truck tractors, ~~on a street adjacent to~~ within 500 feet of a property zoned or used for residential purposes.

(c) It shall be unlawful for any person to park any vehicle having a capacity of more than one (1) ton on private property in any district zoned R-1, R-1A, RM-1, RT-1, R-2, R-3, R-3F, R-3A, or R-MP, excluding travel trailers and light trucks used for personal family or household purposes, not modified for commercial use, except as provided in this article.

(d) It shall be unlawful for any person to park a trailer of any capacity on a street adjacent to property zoned or used for residential purposes.

(e) It shall be unlawful for any person to park more than one (1) trailer on private property visible from any public right of way in any district zoned R-1, R-1A, RM-1, RT-1, R-2, R-3, R-3F, R-3A, or R-MP. Any trailer parked in accordance with this section shall be sixteen (16) feet or less and shall in no way encroach upon any public street or public right-of-way, including a sidewalk. For purposes of this article, the length of a trailer does not include the tongue.

(f) The provisions of this section shall not deny or make an offense for the parking of any vehicle or trailer while involved in the legitimate delivery or pickup of merchandise, goods, services or passengers to and from locations necessary for commercial purposes. A bill of lading, routing sheet, work order or other such documentation portraying the specific address to be serviced shall be sufficient evidence to exempt such vehicles. This subsection does not authorize the parking of a vehicle or trailer overnight.

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 or paragraph of this ordinance be declared invalid or unconstitutional for any reason, it shall not invalidate or impair the validity, force or effect of any other section or sections or part of a section or paragraph of this ordinance.

SECTION IV: That 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 thirty (30) days after publication according to law.

PASSED AND APPROVED at a regular meeting of the City Council of the City of Killeen, Texas, on this the 3rd day of April, 2018, at which meeting a quorum was present, held in accordance with the provisions of V.T.C.A., Government Code, § 551.001 *et. seq.*

APPROVED:

Jose L. Segarra
MAYOR

APPROVED AS TO FORM:

Kathryn H. Davis
CITY ATTORNEY

ATTEST:

Dianna Barker
CITY SECRETARY



LARGE TRUCK PARKING IN RESIDENTIAL AREAS

OR-18-005

April 3, 2018

Truck Parking

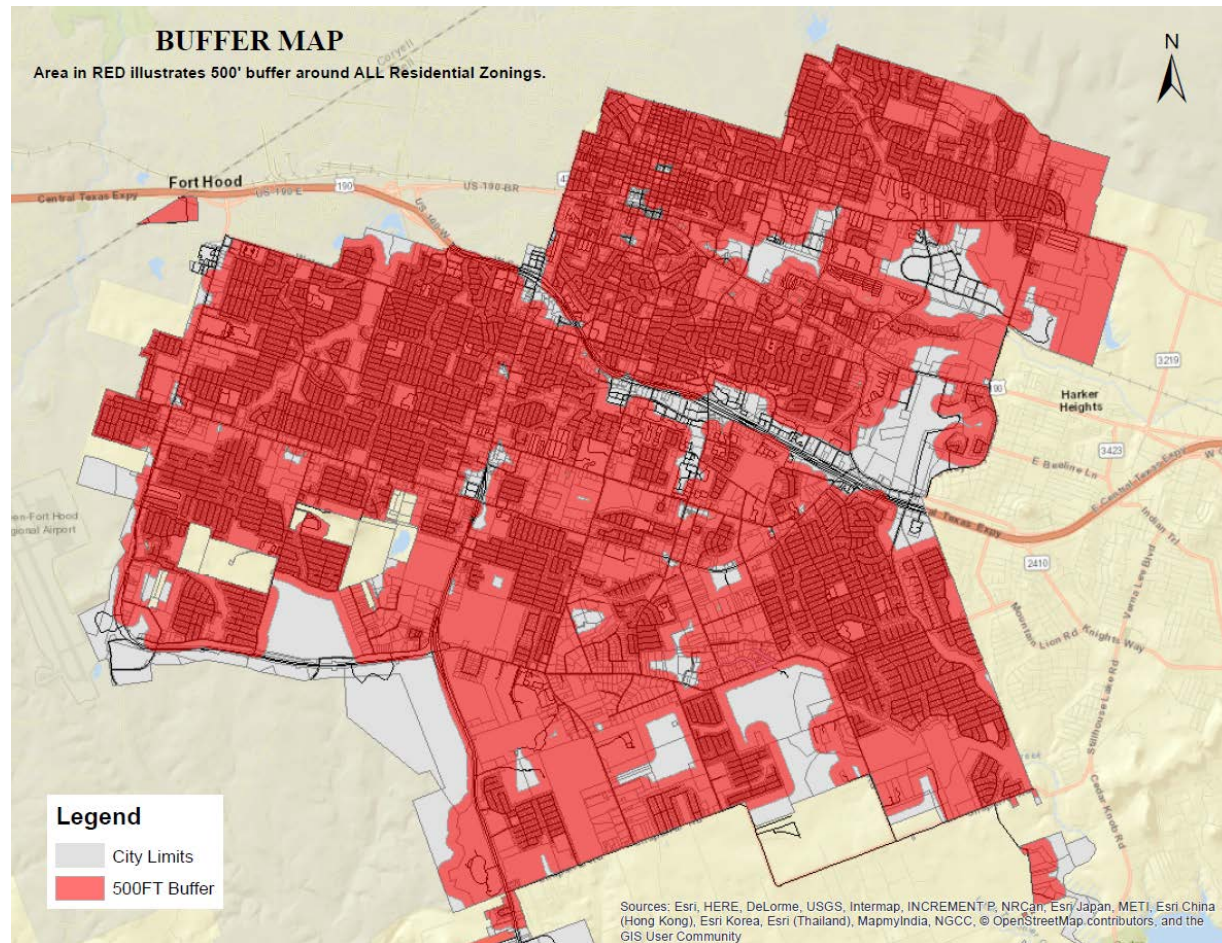
2

- ❑ Section 28-132 *Parking in residential areas* addresses truck and trailer parking in areas including the area *adjacent* to zoned residential areas.
- ❑ City staff reviewed options defining the restriction of parking trucks over one ton to 200, 300, 500 and 1000 feet within a zoned residential area.



3

Truck parking adjacent to residential areas
Driving Safety and Noise Abatement



4

Residential Buffer Map

Area in red illustrates 500' buffer around all Residential Zonings.

Recommendation

5

- ❑ After due consideration of traffic safety, noise abatement and reasonableness, the distance of 500 feet is recommended.
- ❑ Staff recommends Council approve the ordinance Chapter 28, Article V., Sec 28-132: *Parking in residential areas* as revised.