



# City of Killeen

## Agenda

### City Council

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Tuesday, July 9, 2024

5:00 PM

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

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#### Call to Order and Roll Call

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

#### Invocation

#### Pledge of Allegiance

#### Approval of Agenda

#### Presentations

1. [PR-24-018](#) Innovation Black Chamber of Commerce Community Update

#### Citizen Comments on Agenda Items

*This section allows members of the public to address the Council regarding any item(s), other than a public hearing item, on the agenda for Council's consideration. Each person shall sign up in advance, may speak only one (1) time, and such address shall be limited to four (4) minutes. A majority of the City Council is required for any time extensions. The Mayor and Councilmembers shall have one (1) minute to respond to citizen comments with a statement or explanation without engaging in dialogue.*

#### Consent Agenda

2. [MN-24-016](#) Consider Minutes of Regular City Council Meeting of June 11, 2024.
3. [RS-24-117](#) Consider a memorandum/resolution increasing the previously authorized spending limit for the purchase of library materials from Ingram Book Company from \$90,000 to \$132,785 for FY 2024.

**Attachments:** [Vendor Comparison](#)

[Contract Details](#)

[Presentation](#)

4. [RS-24-118](#) Consider a memorandum/resolution authorizing a contract amendment for the purchase of a Transfer Station crane from Waste Systems Equipment, Inc., in the amount of \$5,316.  
**Attachments:** [Amendment](#)  
[Certificate of Interested Parties](#)  
[Presentation](#)
5. [RS-24-119](#) Consider a memorandum/resolution purchasing aquatic chemicals through a BuyBoard Cooperative Contract #701-23, Commercial Swim Aquatics, in an amount of \$104,536.80.  
**Attachments:** [Contract Verification](#)  
[Agreement](#)  
[Certificate of Interested Parties](#)  
[Presentation](#)
6. [RS-24-120](#) Consider a memorandum/resolution rejecting bids received for Bid 24-38, Stonetree Golf Club Bunker Renovations.  
**Attachments:** [Bids](#)  
[Bid Specifications](#)  
[Presentation](#)
7. [RS-24-121](#) Consider a memorandum/resolution authorizing the execution of an agreement with Harrison Roofing Co., Inc., for the Hangar Roof Rehabilitation Project at Skylark Field, in the amount of \$75,791.43.  
**Attachments:** [Contract Verification Form](#)  
[Agreement](#)  
[Certificate of Interested Parties](#)  
[Presentation](#)
8. [RS-24-122](#) Consider a memorandum/resolution authorizing the City Manager to sign an agreement with the Federal Aviation Administration for an Airport Improvement Program Grant for the Taxiway E Relocation Project at Killeen Regional Airport.  
**Attachments:** [Pre-Grant Application](#)  
[Presentation](#)
9. [RS-24-123](#) Consider a memorandum/resolution authorizing the City Manager to sign an agreement with the Federal Aviation Administration for an Airport Improvement Program Grant for the Terminal Security Improvements Project at Killeen Regional Airport.  
**Attachments:** [Pre-Grant Application](#)  
[Presentation](#)

10. [RS-24-124](#) Consider a memorandum/resolution authorizing the City Manager to sign an agreement with the Federal Aviation Administration for an Airport Improvement Program Grant for the Terminal Mechanical Improvements Project at Killeen Regional Airport.

**Attachments:** [Pre-Grant Application](#)  
[Presentation](#)

## Resolutions

11. [RS-24-125](#) Consider a memorandum/resolution establishing a Charter Review Committee.

**Attachments:** [Proposal for Establishment](#)  
[Presentation](#)

## Adjournment

*I certify that the above notice of meeting was posted on the Internet and on the bulletin board at Killeen City Hall on or before 5:00 p.m. on July 5, 2024.*

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Laura J. Calcote, 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 254-501-7717, City Secretary'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.*

- *Dedication Ceremony - Dr. Jimmie Don Aycock Middle School, July 18, 2024, 4:00 p.m., 5360 Chaparral Rd.*
- *Police Department Town Hall Meeting, July 18, 2024, 6:00 p.m., Destiny World Outreach Center*
- *20th Anniversary Killeen Regional Airport, August 2, 2024, 2:00 p.m., Killeen Regional Airport*
- *Greater Killeen Community Clinic 30 Year Anniversary Fundraiser Ball, August 16, 2024, 7:00 p.m., Killeen Civic and Conference Center*

**Dedicated Service -- Every Day, for Everyone!**





# City of Killeen

## Staff Report

File Number: PR-24-018

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Innovation Black Chamber of Commerce Community Update



# City of Killeen

## Staff Report

File Number: MN-24-016

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1	City Council Workshop	07/02/2024	reviewed and referred	City Council	07/09/2024
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Consider Minutes of Regular City Council Meeting of June 11, 2024.

**City of Killeen**  
City Council Meeting  
Killeen City Hall  
June 11, 2024 at 5:30 p.m.

Presiding: Mayor Debbie Nash-King

Attending: Mayor Protem Jessica Gonzalez, Councilmembers Michael Boyd, Nina Cobb, Jose Segarra, Joseph Solomon, Ramon Alvarez, and Riakos Adams (*Zoom*)

Also attending were City Manager Kent Cagle, Assistant City Manager Laurie Wilson, City Attorney Holli Clements, Deputy City Secretary Beatrice Canseco, and Sergeant-at-Arms Pereyra

Don Smith gave the invocation. Councilmember Boyd led everyone in the Pledge of Allegiance.

### Approval of Agenda

*Motion was made by Councilmember Boyd to approve the agenda, as presented. Motion was seconded by Councilmember Solomon. The motion carried unanimously (7-0).*

### Citizen Comments on Agenda Items

Michael Fornino spoke regarding RS-24-093.

Mellisa Brown spoke regarding RS-24-098, RS-24-100, and RS-24-102.

Sean Price spoke regarding RS-24-093, RS-24-094, RS-24-095, RS-24-096, RS-24-097, RS-24-098, and RS-24-099.

Camron Cochran spoke regarding RS-24-092.

### Consent Agenda

**MN-24-012** Consider Minutes of Special City Council Meeting of May 14, 2024 at 4:00 p.m.

- MN-24-013** Consider Minutes of Special City Council Meeting of May 14, 2024 at 5:00 p.m.
- MN-24-014** Consider Minutes of Regular City Council Meeting of May 14, 2024.
- RS-24-092** Consider a memorandum/resolution approving the investment report for the quarter ended March 31, 2024.
- RS-24-093** Consider a memorandum/resolution selecting Group Employee Medical and Pharmaceutical Benefits with Blue Cross and Blue Shield of Texas effective October 1, 2024.
- RS-24-094** Consider a memorandum/resolution approving a Ground Lease Agreement at Skylark Field Airport with Aeroserve, LLC.
- RS-24-095** Consider a memorandum/resolution approving Addendum No. 8 to American Airline's Lease Agreement with the Killeen Regional Airport.
- RS-24-096** Consider a memorandum/resolution approving Change Order No. 2 and Change Order No. 3 to the Corporate Hangar Phase II Contract with NASCO, Inc., in the amount of \$521,166.30.
- RS-24-097** Consider a memorandum/resolution approving a Professional Services Agreement with Garver, LLC, for the Corporate Hangar Phase II Additional Parking at the Killeen Regional Airport, in the amount of \$96,800.
- RS-24-098** Consider a memorandum/resolution authorizing the purchase of a modular building to be used as office space for instructors at the Killeen Police Academy and Training Center from BOXX Modular, in an amount of \$178,764.20.
- RS-24-099** Consider a memorandum/resolution purchasing a replacement Golf Course Irrigation Control Panel through Pump Mechanical Technical Services, LLC., in an amount of \$86,169.
- RS-24-100** Consider a memorandum/resolution authorizing the execution of a Professional Services Agreement with Pipeline Analysis, LLC for Sanitary Sewer Evaluation Survey Phase 1, in an amount of \$628,292.47.
- RS-24-101** Consider a memorandum/resolution authorizing a Letter of Agreement for the purchase and installation of equipment, in an amount not to exceed \$1,113,848, and a Contract Amendment for software support and hosting services, in the amount of \$107,158, with Aqua-Metric Sales Company for Phase 2 of the Water Meter Replacement Program.
- RS-24-102** Consider a memorandum/resolution authorizing the award of Bid No. 24-35, Airport Pump Station Update Project to SSP Industries, LP with a contract, in the amount of \$1,215,097.

- OR-24-006** Consider an ordinance amending Chapters 2, 4, 11, 15, 17, 18, 20, 22, 26, 28, 30, 31 and 32 of the Code of Ordinances of the City of Killeen, Texas, to repeal certain fee provisions.

The City Secretary Read the caption of the ordinance:

AN ORDINANCE AMENDING CHAPTERS 2, 4, 11, 15, 17, 18, 20, 22, 26, 28, 30, 31 AND 32 OF THE CODE OF ORDINANCES OF THE CITY OF KILLEEN, TEXAS, TO REPEAL FEE PROVISIONS; PROVIDING FOR THE REPEAL OF CONFLICTING PROVISIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

*Motion was made by Councilmember Solomon to approve the Consent Agenda, as presented.*

*Motion was seconded by Councilmember Alvarez. The motion carried unanimously (7-0).*

### Public Hearings

- PH-24-018** HOLD a public hearing and consider an ordinance submitted by Lincoln Horse Properties TX, LLC (Case #Z24-09) to rezone Lot 11, Block 5, Marlboro Heights Revised from "R-1" (Single-Family Residential District) to "R-2" (Two-Family Residential District). The subject property is locally addressed as 905 Highland Avenue, Killeen, Texas.

The City Secretary Read the caption of the ordinance:

AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF KILLEEN BY AMENDING THE ZONING OF THE PROPERTY LOCALLY ADDRESSED AS 4810 CLEAR CREEK ROAD, KILLEEN, TEXAS; TO CHANGE THE ZONING OF LOT 11, BLOCK 5, MARLBORO HEIGHTS REVISED FROM "R-1" (SINGLE-FAMILY RESIDENTIAL DISTRICT) TO "R-2" (TWO-FAMILY RESIDENTIAL DISTRICT); PROVIDING A SAVINGS CLAUSE; PROVIDING FOR THE REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR AN EFFECTIVE DATE.

Staff Comments: Edwin Revell, Executive Director of Development Services

This item was presented to City Council during their June 4, 2024 Workshop meeting.

Mr. Revell was available to provide additional information and to answer questions.

Mayor Nash-King opened the public hearing.

Sean Price spoke regarding the ordinance.

Mellisa Brown spoke against the ordinance.

With no one else appearing, the public hearing was closed.

*Motion was made by Councilmember Solomon to approve PH-24-018. Motion was seconded by Councilmember Cobb. The motion carried unanimously (7-0).*

- PH-24-019** HOLD a public hearing and consider an ordinance (Case #Z24-10) to rezone Lot 2, Block 2, Julius Alexander Industrial from "R-1" (Single-Family Residential District) to "R-

3A" (Multifamily Apartment Residential District). The subject property is locally addressed as 408 Liberty Street, Killeen, Texas.

The City Secretary Read the caption of the ordinance:

AN ORDINANCE AMENDING THE CITY OF KILLEEN ZONING ORDINANCE BY CHANGING THE ZONING OF LOT 2, BLOCK 2, JULIUS ALEXANDER INDUSTRIAL SUBDIVISION FROM "R-1" (SINGLE-FAMILY RESIDENTIAL DISTRICT) TO "R-3A" (MULTIFAMILY APARTMENT RESIDENTIAL DISTRICT); PROVIDING A SAVINGS CLAUSE; PROVIDING FOR THE REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR AN EFFECTIVE DATE.

Staff Comments: Edwin Revell, Executive Director of Development Services

This item was presented to City Council during their June 4, 2024 Workshop meeting. Mr. Revell was available to provide additional information and to answer questions.

Mayor Nash-King opened the public hearing.

Sean Price spoke regarding the ordinance.

With no one else appearing, the public hearing was closed.

*Motion was made by Councilmember Alvarez to approve PH-24-019. Motion was seconded by Mayor Protem Gonzalez. The motion carried unanimously (7-0).*

**PH-24-020** HOLD a public hearing and consider an ordinance amending Chapter 31 of the Code of Ordinances of the City of Killeen providing for amendments to fencing materials regulations.

The City Secretary Read the caption of the ordinance:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KILLEEN, TEXAS, AMENDING CHAPTER 31 OF THE CODE OF ORDINANCES OF THE CITY OF KILLEEN; PROVIDING FOR AMENDMENTS TO THE CITY'S FENCING MATERIALS REGULATIONS; PROVIDING FOR THE REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

Staff Comments: Edwin Revell, Executive Director of Development Services

This item was presented to City Council during their June 4, 2024 Workshop meeting. Mr. Revell was available to provide additional information and to answer questions.

Mayor Nash-King opened the public hearing.

With no one appearing, the public hearing was closed.

*Motion was made by Councilmember Alvarez to approve PH-24-020. Motion was seconded by Councilmember Boyd. The motion carried unanimously (7-0).*

Upon review of the public hearing sign-up sheets, Mayor Nash-King invited Sean Price to speak regarding PH-24-020. Mr. Price spoke in opposition of the ordinance.

**PH-24-021** HOLD a public hearing and consider a memorandum/resolution approving the proposed fee schedule for FY 2025 to be effective October 1, 2024.

Staff Comments: Miranda Drake, Assistant Director of Finance  
This item was presented to City Council during their June 4, 2024 Workshop meeting.  
Ms. Drake was available to provide additional information and to answer questions.

Mayor Nash-King opened the public hearing.

Michael Fornino spoke in opposition of the ordinance.

Mellisa spoke in opposition of the ordinance.

Sean Price spoke in opposition of the ordinance.

With no one else appearing, the public hearing was closed.

*Motion was made by Councilmember Alvarez to approve PH-24-021. Motion was seconded by Councilmember Solomon. The motion carried unanimously (7-0).*

**PH-24-022** HOLD a public hearing and consider an ordinance amending the Code of Ordinances Chapter 30, Water, Sewers, and Sewage Disposal, to amend residential volumetric and commercial water rates.

The City Secretary Read the caption of the ordinance:  
AN ORDINANCE AMENDING CHAPTER 30 WATER, SEWERS, AND SEWAGE DISPOSAL, ARTICLE IV, OF THE CODE OF ORDINANCES OF THE CITY OF KILLEEN, TEXAS, BY AMENDING RESIDENTIAL VOLUMETRIC AND COMMERCIAL WATER RATES; PROVIDING FOR THE REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

Staff Comments: Jeff Reynolds, Executive Director of Public Works  
This item was presented to City Council during their June 4, 2024 Workshop meeting.  
Mr. Reynolds was available to provide additional information and to answer questions.

Mayor Nash-King opened the public hearing.

Mellisa Brown spoke in opposition of the ordinance.

Michael Fornino spoke in opposition of the ordinance.

Sean Price spoke in opposition of the ordinance.

With no one else appearing, the public hearing was closed.

*At 6:30 p.m., Councilmember Adams disconnected from Zoom.*

*Motion was made by Councilmember Segarra to approve PH-24-022. Motion was seconded by Councilmember Solomon. The motion carried unanimously (6-0).*

### **Adjournment**

With no further business, upon motion being made by Councilmember Solomon seconded by Councilmember Cobb, and unanimously approved, the meeting was adjourned at 6:42 p.m.



# City of Killeen

## Staff Report

File Number: RS-24-117

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1	City Council Workshop	07/02/2024	reviewed and referred	City Council	07/09/2024
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Consider a memorandum/resolution increasing the previously authorized spending limit for the purchase of library materials from Ingram Book Company from \$90,000 to \$132,785 for FY 2024.

**DATE:** July 2, 2024

**TO:** Kent Cagle, City Manager

**FROM:** Tiffanie McNair, Executive Director of Community Development

**SUBJECT:** Purchase of Library Materials

**BACKGROUND AND FINDINGS:**

In April 2024, the Library Services Division declined to renew an agreement with Baker & Taylor for the lease of library books due to poor fulfillment rates over the past two years. Staff determined that purchasing new materials with these funds to update and expand the current collections would be the most effective course of action.

On December 19, 2023, the City Council approved the purchase of library materials from Ingram Library Services through TXSMARTBUY Contract #715-M2 in an amount not to exceed \$90,000 for FY 2024. This amendment will raise the total purchase from Ingram Library Services to \$132,785 for the current fiscal year.

**THE ALTERNATIVES CONSIDERED:**

Authorize the additional purchase of library materials.

**Which alternative is recommended? Why?**

Staff recommends authorizing the purchase of library materials.

**CONFORMITY TO CITY POLICY:**

This purchase conforms to City of Killeen purchasing policies.

**FINANCIAL IMPACT:**

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



Current year expenditures are expected to be \$132,785. Funding of \$115,000 for the purchase of library materials has been requested for FY 2025.

**Is this a one-time or recurring revenue/expenditure?**

This is a recurring expenditure, although the amount is dependent upon budget approval.

**Is this revenue/expenditure budgeted?**

Yes, funds are available in the General Fund Community Development Library Services budget in account 010-3215-423.61-20.

**If not, where will the money come from?**

N/A

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

Yes

**RECOMMENDATION:**

City staff recommends that the Council authorize the increase in funding for the purchase of library materials from Ingram Library Services from \$90,000 to \$132,785 for FY 2024.

**DEPARTMENTAL CLEARANCES:**

Purchasing  
Finance  
City Attorney

**ATTACHED SUPPORTING DOCUMENTS:**

Vendor Comparison  
Contract Details  
Presentation

## VENDOR COMPARISONS ON STATE CONTRACT #715-M2

### Discounts on Publisher Prices

[illegible]

**Contract Item List****Contract No. 715M2 Publications, Audiovisual Materials, Books, Textbooks, and Ancillary Services****Midwest Library Service, Inc.**

		K-12 School Libraries Category	Public Libraries (City, Regional, etc.) Category	Academic Institutions Category	State Agencies and Co-Op Member Category
<b>Electronic and Digital Materials</b>					
Category 1	Digital pre-loaded; all-in-one audio books	N/A	N/A	N/A	N/A
Category 2	Digital pre-loaded; all-in-one audio book pack kits	N/A	N/A	N/A	N/A
Category 3	Digital pre-loaded	N/A	N/A	N/A	N/A
Category 4	Audiovisual Pre-loaded; Device included	N/A	N/A	N/A	N/A
<b>Print Materials</b>					
Category 5	Adult trade; fiction/non-fiction hardbound	net - 33%	net - 33%	net - 33%	net - 33%
Category 6	Adult trade; fiction/non-fiction paperback	net - 10%	net - 10%	net - 10%	net - 10%
Category 7	Juvenile trade; fiction/non-fiction hardbound	net - 33%	net - 33%	net - 33%	net - 33%
Category 8	Juvenile trade; fiction/non-fiction paperback	net - 10%	net - 10%	net - 10%	net - 10%
Category 9	Mass market paperback; rack	net - 10%	net - 10%	net - 10%	net - 10%
Category 10	Non-trade publication; hardbound	net - 15%	net - 15%	net - 15%	net - 15%
Category 11	Non-trade publications; paperback	net - 15%	net - 15%	net - 15%	net - 15%
Category 12	University press	net - 15%	net - 15%	net - 15%	net - 15%
Category 13	Adult library bound; fiction/non-fiction	net - 33%	net - 33%	net - 33%	net - 33%
Category 14	Juvenile library bound; fiction/non-fiction	net - 33%	net - 33%	net - 33%	net - 33%
Category 15	Pre-bound hardbound	net - 10%	net - 10%	net - 10%	net - 10%
Category 16	Pre-bound paperback	net - 10%	net - 10%	net - 10%	net - 10%
<b>Nonstandard Formats</b>					
Category 17	Music/Audio Compacts Disc; Pre-recorded	N/A	N/A	N/A	N/A
Category 18	Music/Audio Record Disc, Vinyl; Pre-recorded	N/A	N/A	N/A	N/A
Category 19	Audiovisual DVD/Blue-ray pre-recorded; feature/non-feature films	N/A	N/A	N/A	N/A
Category 20	Spoken word/audio compact disc pre-recorded; abridged	N/A	N/A	N/A	N/A
Category 21	Spoken word/audio compact disc pre-recorded; un-abridged	N/A	N/A	N/A	N/A
Category 22	Spoken word/audio MP3 format pre-recorded; un-abridged	N/A	N/A	N/A	N/A

\*N/A = not awarded

**Contract Item List****Contract No. 715M2 Publications, Audiovisual Materials, Books, Textbooks, and Ancillary Services****Midwest Library Service, Inc.**

<b>Premium Processing - Shelf-Ready</b>	<b>Base Price</b>	<b>Description</b>
Mylar Jacket (or Laminate Cover), Label Protectors, Spine Label, Barcode, and Standard MARC Record	\$3.20	
Mylar Jacket (or Laminate Cover), Label Protectors, Spine Label, Barcode, RFID Tag (programmed and applied), and Standard MARC Record	\$3.95	

<b>Processing Services</b>	<b>Base Price</b>	<b>Description</b>
Brief MARC Record	No Charge	If Vendor Offers MARC records, a Brief MARC Record Shall Be Free of Charge, Per the Terms of This RFP
Full MARC Record	\$0.85	
Mylar Jacket	\$1.05	
Barcode Label	\$0.65	
Label (per application-Customer supplied)	\$0.30	
Label (per application-Vendor supplied)	\$0.50	
Genre Label	\$0.30	
Spine Label	\$0.65	
Label Protector	\$0.25	
Pocket (paper)	\$0.30	
Pocket (vinyl)	\$0.65	
Property Stamp (per impression)	\$0.35	
Spine Tape (inside)	n/a	
Spine Tape (Outside)	n/a	

<b>Audio Visual Processing and Accessories</b>	<b>Base Price</b>	<b>Description</b>
Digital Processing for Media	n/a	
Format Conversion Service	n/a	
Hub Label (per application)	n/a	
Shrink Wrap Removal	n/a	
DVD/CD Case, Holds Single Disc (Paper)	n/a	
DVD/CD Case, Holds Single Disc (Plastic)	n/a	
DVD/CD Case, Holds Multiple Discs	n/a	
DVD/CD Case, Locking	n/a	
Spoken Audio CD Case; Various Capacities	n/a	

<b>Laminated Paperback Covers</b>	<b>Base Price</b>	<b>Description</b>
Polypropylene Laminate; Various Thicknesses	\$2.20-3.35	Cost dependent on size of book.Hinges \$0.75 - \$0.95
Vinyl Laminate; Various Thicknesses	n/a	

<b>RFID/Theft Deterrents</b>	<b>Base Price</b>	<b>Description</b>
Pre-programmed RFID/Barcode Set (1 Barcode); Applied to book	\$0.65	
RFID ("universal" tag programmed and applied)	\$0.75	
CD/DVD Overlay RFID Tag	n/a	
Theft Deterrent Tape/Strip	\$0.55	

**Contract Item List****Contract No. 715M2 Publications, Audiovisual Materials, Books, Textbooks, and Ancillary Services****Midwest Tape, LLC**

		K-12 School Libraries Category	Public Libraries (City, Regional, etc.) Category	Academic Institutions Category	State Agencies and Co-Op Member Category
<b>Electronic and Digital Materials</b>					
Category 1	Digital pre-loaded; all-in-one audio books	20%	20%	20%	20%
Category 2	Digital pre-loaded; all-in-one audio book pack kits	N/A	N/A	N/A	N/A
Category 3	Digital pre-loaded	N/A	N/A	N/A	N/A
Category 4	Audiovisual Pre-loaded; Device included	N/A	N/A	N/A	N/A
<b>Print Materials</b>					
Category 5	Adult trade; fiction/non-fiction hardbound	N/A	N/A	N/A	N/A
Category 6	Adult trade; fiction/non-fiction paperback	N/A	N/A	N/A	N/A
Category 7	Juvenile trade; fiction/non-fiction hardbound	N/A	N/A	N/A	N/A
Category 8	Juvenile trade; fiction/non-fiction paperback	N/A	N/A	N/A	N/A
Category 9	Mass market paperback; rack	N/A	N/A	N/A	N/A
Category 10	Non-trade publication; hardbound	N/A	N/A	N/A	N/A
Category 11	Non-trade publications; paperback	N/A	N/A	N/A	N/A
Category 12	University press	N/A	N/A	N/A	N/A
Category 13	Adult library bound; fiction/non-fiction	N/A	N/A	N/A	N/A
Category 14	Juvenile library bound; fiction/non-fiction	N/A	N/A	N/A	N/A
Category 15	Pre-bound hardbound	N/A	N/A	N/A	N/A
Category 16	Pre-bound paperback	N/A	N/A	N/A	N/A
<b>Nonstandard Formats</b>					
Category 17	Music/Audio Compacts Disc; Pre-recorded	25%	25%	25%	25%
Category 18	Music/Audio Record Disc, Vinyl; Pre-recorded	N/A	N/A	N/A	N/A
Category 19	Audiovisual DVD/Blue-ray pre-recorded; feature/non-feature films	25%	25%	25%	25%
Category 20	Spoken word/audio compact disc pre-recorded; abridged	0%	0%	0%	0%
Category 21	Spoken word/audio compact disc pre-recorded; un-abridged	0%	0%	0%	0%
Category 22	Spoken word/audio MP3 format pre-recorded; un-abridged	N/A	N/A	N/A	N/A

\*N/A = not awarded

**Additional Information**

Midwest Tape requests participating libraries to contact our Customer Service Staff at 800-875-2785 to ensure proper set up of discounts and services. Midwest Tape sells audiobooks on compact discs (both unabridged and abridged) at Retail Price and includes repackaging into our patented SoundSafe Case at no additional cost.

**Contract Item List****Contract No. 715M2 Publications, Audiovisual Materials, Books, Textbooks, and Ancillary Services****Midwest Tape, LLC**

<b>Premium Processing - Shelf-Ready</b>	<b>Base Price</b>	<b>Description</b>
Mylar Jacket (or Laminate Cover), Label Protectors, Spine Label, Barcode, and Standard MARC Record	N/A	
Mylar Jacket (or Laminate Cover), Label Protectors, Spine Label, Barcode, RFID Tag (programmed and applied), and Standard MARC Record	N/A	

<b>Processing Services</b>	<b>Base Price</b>	<b>Description</b>
Brief MARC Record	No Charge	If Vendor Offers MARC records, a Brief MARC Record Shall Be Free of Charge, Per the Terms of This RFP
Full MARC Record	\$1.20	Charged per title.
Mylar Jacket	N/A	
Barcode Label	\$0.00	Included in our Digital Processing for Media service.
Label (per application-Customer supplied)	\$0.25	Per Customer-supplied/hand applied label.
Label (per application-Vendor supplied)	\$0.00	Included in our Digital Processing for Media service.
Genre Label	\$0.00	Included in our Digital Processing for Media service.
Spine Label	\$0.00	Included in our Digital Processing for Media service.
Label Protector	N/A	
Pocket (paper)	N/A	
Pocket (vinyl)	N/A	
Property Stamp (per impression)	\$0.00	Included in our Digital Processing for Media service and tailored to each library.
Spine Tape (inside)	N/A	
Spine Tape (Outside)	N/A	

<b>Audio Visual Processing and Accessories</b>	<b>Base Price</b>	<b>Description</b>
Digital Processing for Media	\$1.99	No limit on number of digitally integrated labels.
Format Conversion Service	N/A	
Hub Label (per application)	\$0.26	
Shrink Wrap Removal	\$0.50	If shrink-wrap service only. \$0.00 if digital processing service requested.
DVD/CD Case, Holds Single Disc (Paper)	N/A	
DVD/CD Case, Holds Single Disc (Plastic)	\$0.65	Price for Single DVD case; \$0.75 for DBL DVD case; \$0.00 for CD case
DVD/CD Case, Holds Multiple Discs	\$2.65	
DVD/CD Case, Locking	\$1.30	Price for Single DVD locking case; \$1.65 charge for double disc locking case.
Spoken Audio CD Case; Various Capacities	\$0.00	Included in purchase of Audiobook on Compact Disc.

Laminated Paperback Covers	Base Price	Description
Polypropylene Laminate; Various Thicknesses	N/A	
Vinyl Laminate; Various Thicknesses	N/A	

RFID/Theft Deterrents	Base Price	Description
Pre-programmed RFID/Barcode Set (1 Barcode); Applied to book	N/A	
RFID ("universal" tag programmed and applied)	\$1.00	Midwest Tape Supplied tag.
CD/DVD Overlay RFID Tag	\$1.00	Midwest Tape works with all major RFID systems.
Theft Deterrent Tape/Strip	N/A	

#### Additional Processing Components

Midwest Tape offers only Digital Processing for Media. This includes all requested library's labels digitally integrated into the image of the title's artwork and is designed specifically to each library's requirements.

**Contract Item List****Contract No. 715M2 Publications, Audiovisual Materials, Books, Textbooks, and Ancillary Services****ProQuest, LLC**

		K-12 School Libraries Category	Public Libraries (City, Regional, etc.) Category	Academic Institutions Category	State Agencies and Co-Op Member Category
<b>Electronic and Digital Materials</b>					
Category 1	Digital pre-loaded; all-in-one audio books	N/A	N/A	20%	N/A
Category 2	Digital pre-loaded; all-in-one audio book pack kits	N/A	N/A	20%	N/A
Category 3	Digital pre-loaded	N/A	N/A	N/A	N/A
Category 4	Audiovisual Pre-loaded; Device included	N/A	N/A	20%	N/A
<b>Print Materials</b>					
Category 5	Adult trade; fiction/non-fiction hardbound	N/A	N/A	20%	N/A
Category 6	Adult trade; fiction/non-fiction paperback	N/A	N/A	20%	N/A
Category 7	Juvenile trade; fiction/non-fiction hardbound	N/A	N/A	20%	N/A
Category 8	Juvenile trade; fiction/non-fiction paperback	N/A	N/A	20%	N/A
Category 9	Mass market paperback; rack	N/A	N/A	20%	N/A
Category 10	Non-trade publication; hardbound	N/A	N/A	20%	N/A
Category 11	Non-trade publications; paperback	N/A	N/A	20%	N/A
Category 12	University press	N/A	N/A	20%	N/A
Category 13	Adult library bound; fiction/non-fiction	N/A	N/A	20%	N/A
Category 14	Juvenile library bound; fiction/non-fiction	N/A	N/A	20%	N/A
Category 15	Pre-bound hardbound	N/A	N/A	20%	N/A
Category 16	Pre-bound paperback	N/A	N/A	20%	N/A
<b>Nonstandard Formats</b>					
Category 17	Music/Audio Compacts Disc; Pre-recorded	N/A	N/A	20%	N/A
Category 18	Music/Audio Record Disc, Vinyl; Pre-recorded	N/A	N/A	N/A	N/A
Category 19	Audiovisual DVD/Blue-ray pre-recorded; feature/non-feature films	N/A	N/A	N/A	N/A
Category 20	Spoken word/audio compact disc pre-recorded; abridged	N/A	N/A	20%	N/A
Category 21	Spoken word/audio compact disc pre-recorded; un-abridged	N/A	N/A	20%	N/A
Category 22	Spoken word/audio MP3 format pre-recorded; un-abridged	N/A	N/A	20%	N/A

\*N/A = not awarded

**Additional Information**

Standing orders will be provided a 10% discount rate. Rush (urgent) Orders with Deadlines will be charged a \$7.50 service fee per item.



**Contract Item List****Contract No. 715M2 Publications, Audiovisual Materials, Books, Textbooks, and Ancillary Services****ProQuest, LLC**

<b>Premium Processing - Shelf-Ready</b>	<b>Base Price</b>	<b>Description</b>
Mylar Jacket (or Laminate Cover), Label Protectors, Spine Label, Barcode, and Standard MARC Record	2.85	
Mylar Jacket (or Laminate Cover), Label Protectors, Spine Label, Barcode, RFID Tag (programmed and applied), and Standard MARC Record	3.35	Price is for customer supplied RFID tag. If Proquest needs to provide the tag, price will be \$4.10.

<b>Processing Services</b>	<b>Base Price</b>	<b>Description</b>
Brief MARC Record	No Charge	If Vendor Offers MARC records, a Brief MARC Record Shall Be Free of Charge, Per the Terms of This RFP
Full MARC Record	2.30	Price is for OCLC full-level records available in our internal system that have previously been added/verified. If a record is less-than-full in OCLC and needs to be brought up to full level without any additional classification work or authority work price will be 4.66.
Mylar Jacket	1.35	
Barcode Label	0.25	
Label (per application-Customer supplied)	0.25	
Label (per application-Vendor supplied)	0.25	
Genre Label	0.25	
Spine Label	0.25	
Label Protector	0.25	
Pocket (paper)	0.35	
Pocket (vinyl)	0.50	
Property Stamp (per impression)	0.20	
Spine Tape (inside)	1.50	
Spine Tape (Outside)	1.50	

<b>Audio Visual Processing and Accessories</b>	<b>Base Price</b>	<b>Description</b>
Digital Processing for Media	N/A	
Format Conversion Service	N/A	
Hub Label (per application)	0.40	
Shrink Wrap Removal	0.60	
DVD/CD Case, Holds Single Disc (Paper)	N/A	
DVD/CD Case, Holds Single Disc (Plastic)	N/A	
DVD/CD Case, Holds Multiple Discs	N/A	
DVD/CD Case, Locking	N/A	
Spoken Audio CD Case; Various Capacities	N/A	

<b>Laminated Paperback Covers</b>	<b>Base Price</b>	<b>Description</b>
Polypropylene Laminate; Various Thicknesses	2.50	
Vinyl Laminate; Various Thicknesses	2.50	

<b>RFID/Theft Deterrents</b>	<b>Base Price</b>	<b>Description</b>
Pre-programmed RFID/Barcode Set (1 Barcode); Applied to book	0.30	
RFID ("universal" tag programmed and applied)	1.25	
CD/DVD Overlay RFID Tag	N/A	
Theft Deterrent Tape/Strip	0.30	Customer supplied, Proquest can supply at 0.50

## Contract Item List

### Contract No. 715M2 Publications, Audiovisual Materials, Books, Textbooks, and Ancillary Services

**Yankee Book Peddler, Inc. dba  
GOBI Library Solutions from EBSCO**

		K-12 School Libraries Category	Public Libraries (City, Regional, etc.) Category	Academic Institutions Category	State Agencies and Co-Op Member Category
<b>Electronic and Digital Materials</b>					
Category 1	Digital pre-loaded; all-in-one audio books	N/A	N/A	N/A	N/A
Category 2	Digital pre-loaded; all-in-one audio book pack kits	N/A	N/A	N/A	N/A
Category 3	Digital pre-loaded	N/A	N/A	N/A	N/A
Category 4	Audiovisual Pre-loaded; Device included	N/A	N/A	N/A	N/A
<b>Print Materials</b>					
Category 5	Adult trade; fiction/non-fiction hardbound	N/A	N/A	15-40%	N/A
Category 6	Adult trade; fiction/non-fiction paperback	N/A	N/A	15-40%	N/A
Category 7	Juvenile trade; fiction/non-fiction hardbound	N/A	N/A	15-40%	N/A
Category 8	Juvenile trade; fiction/non-fiction paperback	N/A	N/A	15-40%	N/A
Category 9	Mass market paperback; rack	N/A	N/A	N/A	N/A
Category 10	Non-trade publication; hardbound	N/A	N/A	15-40%	N/A
Category 11	Non-trade publications; paperback	N/A	N/A	15-40%	N/A
Category 12	University press	N/A	N/A	15-40%	N/A
Category 13	Adult library bound; fiction/non-fiction	N/A	N/A	N/A	N/A
Category 14	Juvenile library bound; fiction/non-fiction	N/A	N/A	N/A	N/A
Category 15	Pre-bound hardbound	N/A	N/A	N/A	N/A
Category 16	Pre-bound paperback	N/A	N/A	N/A	N/A
<b>Nonstandard Formats</b>					
Category 17	Music/Audio Compacts Disc; Pre-recorded	N/A	N/A	N/A	N/A
Category 18	Music/Audio Record Disc, Vinyl; Pre-recorded	N/A	N/A	N/A	N/A
Category 19	Audiovisual DVD/Blue-ray pre-recorded; feature/non-feature films	N/A	N/A	N/A	N/A
Category 20	Spoken word/audio compact disc pre-recorded; abridged	N/A	N/A	N/A	N/A
Category 21	Spoken word/audio compact disc pre-recorded; un-abridged	N/A	N/A	N/A	N/A
Category 22	Spoken word/audio MP3 format pre-recorded; un-abridged	N/A	N/A	N/A	N/A

\*N/A = not awarded

#### Additional Information

- When GOBI Library Solutions receives a short discount from any publisher, we add a 15% service fee to the publisher's list price, with a \$10 min. and \$25 max.
- Discounts do not apply to titles from publishers on the "List Price Publishers" lists, whose books (including any and all imprints) we normally sell at list price (occasional service fee for short publisher discount).
- Discounts do not apply to titles that we import directly from overseas on a library's behalf. These are subject to the service fee noted above for short-discounted titles.
- Discounts do not apply to Out of Print Choice titles. BookZone titles will receive a 5% discount.
- \* Rush Service will be discounted at 10% and shipped for free using our UPS ground services. Library pays for next-day or second-day shipping.
- \* Free Weekly shipping to the library/institution's designated delivery address
- \* Discount indicated above of 15-40% represents GOBI Library Solutions' Tiered Discount model. This model allows for two discounts to be extended, either 15% or 40%. For "trade" and popular titles, which are more often purchased by community colleges, to receive the higher discount of 40% whereas a 15% discount will apply on more academic/non-trade titles.

**Contract Item List****Contract No. 715M2 Publications, Audiovisual Materials, Books, Textbooks, and Ancillary Services****Yankee Book Peddler, Inc. dba****GOBI Library Solutions from EBSCO**

<b>Premium Processing - Shelf-Ready</b>	<b>Base Price</b>	<b>Description</b>
Mylar Jacket (or Laminate Cover), Label Protectors, Spine Label, Barcode, and Standard MARC Record	\$3.03	with barcode scanned into the cataloging record supplied
Mylar Jacket (or Laminate Cover), Label Protectors, Spine Label, Barcode, RFID Tag (programmed and applied), and Standard MARC Record	\$3.65	with barcode scanned into the cataloging record supplied

<b>Processing Services</b>	<b>Base Price</b>	<b>Description</b>
Brief MARC Record	No Charge	If Vendor Offers MARC records, a Brief MARC Record Shall Be Free of Charge, Per the Terms of This RFP
Full MARC Record	\$2.00	Not containing OCLC numbers
Mylar Jacket	\$0.38	
Barcode Label	\$0.19	library-supplied
Label (per application-Customer supplied)	\$0.19	
Label (per application-Vendor supplied)	\$0.19	
Genre Label	\$0.19	
Spine Label	\$0.11	with record service generating spine label
Label Protector	\$0.08	
Pocket (paper)	\$0.19	
Pocket (vinyl)	N/A	
Property Stamp (per impression)	\$0.19	Up to two impressions included, \$0.19 for each additional stamp
Spine Tape (inside)	N/A	
Spine Tape (Outside)	N/A	

<b>Audio Visual Processing and Accessories</b>	<b>Base Price</b>	<b>Description</b>
Digital Processing for Media	N/A	
Format Conversion Service	N/A	
Hub Label (per application)	N/A	
Shrink Wrap Removal	N/A	
DVD/CD Case, Holds Single Disc (Paper)	N/A	
DVD/CD Case, Holds Single Disc (Plastic)	N/A	
DVD/CD Case, Holds Multiple Discs	N/A	
DVD/CD Case, Locking	N/A	
Spoken Audio CD Case; Various Capacities	N/A	

<b>Laminated Paperback Covers</b>	<b>Base Price</b>	<b>Description</b>
Polypropylene Laminate; Various Thicknesses	\$0.38	Mylar, dust jackets
Vinyl Laminate; Various Thicknesses	\$0.69	

<b>RFID/Theft Deterrents</b>	<b>Base Price</b>	<b>Description</b>
Pre-programmed RFID/Barcode Set (1 Barcode); Applied to book	\$0.38	
RFID ("universal" tag programmed and applied)	\$0.62	
CD/DVD Overlay RFID Tag	N/A	
Theft Deterrent Tape/Strip	\$0.38	

**Additional Processing Components**

\*Our online database GOBI offers free access to a long list of core features. Additional features are available on an annual subscription basis, based on library size. We offer a subscription to all available features for a single annual fee of \$925.00 per institution; or the library can purchase annually any single package or combination of packages from among GobiPlus, GoBeyond and/or GOBI Reviews. GobiPlus is offered for an annual subscription fee of \$320.00; GoBeyond is offered for an annual subscription fee of \$405.00; and GOBI Reviews is offered for an annual subscription fee of \$455.00.

\*Libraries can bolster their duplication control by using GOBI Library Solutions' Library Holdings Load Service. By providing a file of ISBNs of your recent ordering history, we will load the ISBNs into the customer's GOBI account. A duplication alert will be issued when an order is placed on GOBI for any ISBN in the holdings file. Three holdings loads per year are free per institution. There is a \$515.00 charge beginning with the fourth load for an unlimited number of subsequent loads per institution in any one year.

**Contract Item List**

Effective October 4, 2023

**Contract No. 715M2 Publications, Audiovisual Materials, Books, Textbooks, and Ancillary Services****Ingram Library Services LLC**

		K-12 School Libraries Category	Public Libraries (City, Regional, etc.) Category	Academic Institutions Category	State Agencies and Co-Op Member Category
<b>Electronic and Digital Materials</b>					
Category 1	Digital pre-loaded; all-in-one audio books	20%	20%	20%	20%
Category 2	Digital pre-loaded; all-in-one audio book pack kits	N/A	N/A	N/A	N/A
Category 3	Digital pre-loaded	N/A	N/A	N/A	N/A
Category 4	Audiovisual Pre-loaded; Device included	N/A	N/A	N/A	N/A
<b>Print Materials</b>					
Category 5	Adult trade; fiction/non-fiction hardbound	38%	47%	20%	38%
Category 6	Adult trade; fiction/non-fiction paperback	36%	41%	20%	36%
Category 7	Juvenile trade; fiction/non-fiction hardbound	38%	47%	20%	38%
Category 8	Juvenile trade; fiction/non-fiction paperback	36%	41%	20%	36%
Category 9	Mass market paperback; rack	36%	41%	20%	36%
Category 10	Non-trade publication; hardbound	10%	10%	20%	10%
Category 11	Non-trade publications; paperback	10%	10%	20%	10%
Category 12	University press	10%	10%	20%	10%
Category 13	Adult library bound; fiction/non-fiction	10%	15%	20%	10%
Category 14	Juvenile library bound; fiction/non-fiction	10%	15%	20%	10%
Category 15	Pre-bound hardbound	30%	30%	20%	30%
Category 16	Pre-bound paperback	N/A	N/A	N/A	N/A
<b>Nonstandard Formats</b>					
Category 17	Music/Audio Compacts Disc; Pre-recorded	10%	10%	10%	10%
Category 18	Music/Audio Record Disc, Vinyl; Pre-recorded	N/A	N/A	N/A	N/A
Category 19	Audiovisual DVD/Blue-ray pre-recorded; feature/non-feature films	25%	31%	20%	25%
Category 20	Spoken word/audio compact disc pre-recorded; abridged	45%	46%	20%	45%
Category 21	Spoken word/audio compact disc pre-recorded; un-abridged	45%	46%	20%	45%
Category 22	Spoken word/audio MP3 format pre-recorded; un-abridged	45%	46%	20%	45%

\*N/A = not awarded

**Additional Information**

Net titles for all categories and bindings are invoiced at 0.0% discount. For public, K12 school libraries and State Agencies, Spoken word audio non-trade/short discount invoiced at 10.0% discount. Video Games invoiced at 5.0% discount for all categories. Continuations and standing order programs receive the same discounts as firm orders.

**Contract Item List****Contract No. 715M2 Publications, Audiovisual Materials, Books, Textbooks, and Ancillary Services****Ingram Library Services LLC**

Premium Processing - Shelf-Ready	Base Price	Description
Mylar Jacket (or Laminate Cover), Label Protectors, Spine Label, Barcode, and Standard MARC Record	\$1.19	Mylar or up to 2 label protectors, spine label, barcode, standard BookMARC record. Laminate paperback cover is a separate charge.
Mylar Jacket (or Laminate Cover), Label Protectors, Spine Label, Barcode, RFID Tag (programmed and applied), and Standard MARC Record	\$1.99	Mylar or up to 2 label protectors, spine label, pre-programmed RFID and barcode (1) set, standard BookMARC record. Laminate paperback cover is a separate charge.

Processing Services	Base Price	Description
Brief MARC Record	No Charge	If Vendor Offers MARC records, a Brief MARC Record Shall Be Free of Charge, Per the Terms of This RFP
Full MARC Record	0.35	BookMARC record via FTP or ipage
Mylar Jacket	0.69	attached via tape or glue
Barcode Label	0.20	
Label (per application-Customer supplied)	0.20	
Label (per application-Vendor supplied)	0.20	
Genre Label	0.20	
Spine Label	0.20	
Label Protector	0.25	
Pocket (paper)	0.35	
Pocket (vinyl)	0.45	
Property Stamp (per impression)	0.20	
Spine Tape (inside)	1.55	
Spine Tape (Outside)	0.85	

Audio Visual Processing and Accessories	Base Price	Description
Digital Processing for Media	\$2.00	Up to 6 digital labels
Format Conversion Service	N/A	
Hub Label (per application)	\$0.25	
Shrink Wrap Removal	\$0.55	
DVD/CD Case, Holds Single Disc (Paper)	N/A	
DVD/CD Case, Holds Single Disc (Plastic)	\$1.99	DVD single disc case.
DVD/CD Case, Holds Multiple Discs	\$2.60	DVD multiple disc case
DVD/CD Case, Locking	\$2.59	Single DVD OneTime locking case at \$2.59. Multi-DVD OneTime locking case at \$3.50. Single music CD OneTime locking case at \$3.00, Double music CD OneTime locking case at \$3.50.
Spoken Audio CD Case; Various Capacities	\$3.80	small spoken audio CD clam case; \$4.75 medium spoken audio CD clam case; \$6.00 large spoken audio clam case.

Laminated Paperback Covers	Base Price	Description
Polypropylene Laminate; Various Thicknesses	\$1.85	\$1.85 for 15 mil laminate cover. \$1.99 for 5 mil laminate cover. Clear polyester, applied to front and back cover. The 2-mil spine ensures the book remains flexible.
Vinyl Laminate; Various Thicknesses	N/A	

RFID/Theft Deterrents	Base Price	Description
Pre-programmed RFID/Barcode Set (1 Barcode); Applied to book	\$0.80	
RFID ("universal" tag programmed and applied)	\$0.99	Ingram-supplied tag
CD/DVD Overlay RFID Tag	\$1.29	StingRay Full Disc Overlay RFID Tags
Theft Deterrent Tape/Strip	\$0.50	3M or Checkpoint theft strip placed inside book or on case

#### Additional Processing Components

Spoken Audio CDs can be repackaged into locking MediaSAFE cases for \$4.95 per unit small case (holds up to 14 CDs) and \$5.30 per unit large case (holds up to 26 CDs.) Processing options requested by the Library and not specifically listed on this price sheet will be offered at our standard pricing at the time an option is added to the customer's account profile. Ingram can provide custom cataloging including linking, record upgrades, and original cataloging. Pricing is custom quoted based on the individual library's specifications.

**Contract Item List**
**Contract No. 715M2 Publications, Audiovisual Materials, Books, Textbooks, and Ancillary Services**
**Baker & Taylor, LLC**

		K-12 School Libraries Category	Public Libraries (City, Regional, etc.) Category	Academic Institutions Category	State Agencies and Co-Op Member Category
<b>Electronic and Digital Materials</b>					
Category 1	Digital pre-loaded; all-in-one audio books	N/A	20%	20%	20%
Category 2	Digital pre-loaded; all-in-one audio book pack kits	N/A	N/A	N/A	N/A
Category 3	Digital pre-loaded	N/A	N/A	N/A	N/A
Category 4	Audiovisual Pre-loaded; Device included	N/A	N/A	N/A	N/A
<b>Print Materials</b>					
Category 5	Adult trade; fiction/non-fiction hardbound	N/A	46.5%	40%	46.5%
Category 6	Adult trade; fiction/non-fiction paperback	N/A	40.5%	20%	40.5%
Category 7	Juvenile trade; fiction/non-fiction hardbound	N/A	46.5%	40%	46.5%
Category 8	Juvenile trade; fiction/non-fiction paperback	N/A	40.5%	20%	40.5%
Category 9	Mass market paperback; rack	N/A	40.5%	20%	40.5%
Category 10	Non-trade publication; hardbound	N/A	8.0%	20%	8.0%
Category 11	Non-trade publications; paperback	N/A	8.0%	20%	8.0%
Category 12	University press	N/A	8.0%	20%	8.0%
Category 13	Adult library bound; fiction/non-fiction	N/A	21.5%	20%	21.5%
Category 14	Juvenile library bound; fiction/non-fiction	N/A	21.5%	20%	21.5%
Category 15	Pre-bound hardbound	N/A	10.0%	0%	10.0%
Category 16	Pre-bound paperback	N/A	10.0%	0%	10.0%
<b>Nonstandard Formats</b>					
Category 17	Music/Audio Compacts Disc; Pre-recorded	N/A	N/A	N/A	N/A
Category 18	Music/Audio Record Disc, Vinyl; Pre-recorded	N/A	N/A	N/A	N/A
Category 19	Audiovisual DVD/Blue-ray pre-recorded; feature/non-feature films	N/A	28.5%	28.5%	28.5%
Category 20	Spoken word/audio compact disc pre-recorded; abridged	N/A	45.5%	34%	45.5%
Category 21	Spoken word/audio compact disc pre-recorded; un-abridged	N/A	45.5%	34%	45.5%
Category 22	Spoken word/audio MP3 format pre-recorded; un-abridged	N/A	45.5%	34%	45.5%

\*N/A = not awarded

**Contract Item List****Contract No. 715M2 Publications, Audiovisual Materials, Books, Textbooks, and Ancillary Services****Baker & Taylor, LLC**

Premium Processing - Shelf-Ready	Base Price	Description
Mylar Jacket (or Laminate Cover), Label Protectors, Spine Label, Barcode, and Standard MARC Record	1.48 - 2.88	Option 1. Mylar, label protectors, spine label, barcode and standard MARC Record = \$1.48; Option 2. Poly laminate cover, label protectors, spine label, barcode and standard MARC Record = \$2.08; Option 3. Traditional laminate cover, label protectors, spine label, barcode, and standard MARC Record = \$2.88
Mylar Jacket (or Laminate Cover), Label Protectors, Spine Label, Barcode, RFID Tag (programmed and applied), and Standard MARC Record	2.17 - 3.57	Option 1. Mylar, label protectors, spine label, barcode, RFID tag (linked and affixed) and standard MARC Record = \$2.17; Option 2. Poly laminate cover, label protectors, spine label, barcode, RFID tag (linked and affixed) and standard MARC Record = \$2.77; Option 3. Traditional laminate cover, label protectors, spine label, barcode, RFID tag (linked and affixed) and standard MARC Record = \$3.57

Processing Services	Base Price	Description
Brief MARC Record	No Charge	If Vendor Offers MARC records, a Brief MARC Record Shall Be Free of Charge, Per the Terms of This RFP
Full MARC Record	.30	Price per unit, Standard (unedited) MARC Record
Mylar Jacket	.69	Price per unit, Includes loose, glued or taped
Barcode Label	.20	Price per unit, Baker & Taylor supplied Barcode Label, Application of Customer Supplied Barcodes is \$ .25/unit
Label (per application-Customer supplied)	.25	Price per unit, Customer Supplied Label
Label (per application-Vendor supplied)	.25	Price per unit, Baker & Taylor Supplied Label
Genre Label	.25	Price per unit, Baker & Taylor Supplied Label
Spine Label	.29	Price per unit, Baker & Taylor Supplied Label
Label Protector	.00	Free of Charge
Pocket (paper)	.35	Price per unit
Pocket (vinyl)	N/A	N/A
Property Stamp (per impression)	.20	\$ .20 for first location, \$ .10/each additional location
Spine Tape (inside)	1.50	Price per unit
Spine Tape (Outside)	1.50	Price per unit

Audio Visual Processing and Accessories	Base Price	Description
Digital Processing for Media	5.79	Spoken Word Audio or Music/DVD Digital Media Processing Services. Includes Digital Media Processing with artwork, standard case and fixed data labels. Additional variable labels available for \$ .15 per label.
Format Conversion Service	N/A	N/A
Hub Label (per application)	.99	Price per unit for hub labels, regardless of number of discs
Shrink Wrap Removal	.60	Price per unit
DVD/CD Case, Holds Single Disc (Paper)	N/A	N/A
DVD/CD Case, Holds Single Disc (Plastic)	.40	Standard Cases Used to Repackage Singles/Doubles (Polyline)
DVD/CD Case, Holds Multiple Discs	1.35	Standard Cases Used to Repackage Multiple Discs as a Set (VERSA/VORTEX CASES)
DVD/CD Case, Locking	1.00	SECURE ii LOCKING CASES, SINGLE & DOUBLE (CLEAR OR BLACK)
Spoken Audio CD Case; Various Capacities	3.79	Standard black Spoken Word Audio Cases, Upgraded cases available for \$4.69/unit



Laminated Paperback Covers	Base Price	Description
Polypropylene Laminate; Various Thicknesses	1.29	Price per unit, Clear Poly Laminate (7 mil thickness)
Vinyl Laminate; Various Thicknesses	2.09	Price per unit, Traditional Laminate (10 mil thickness)

RFID/Theft Deterrents	Base Price	Description
Pre-programmed RFID/Barcode Set (1 Barcode); Applied to book	.39	<i>Price per unit for application of the Pre-programmed RFID/Barcode Set, which would need to be Customer Supplied</i>
RFID ("universal" tag programmed and applied)	.69	Link & Affix Baker & Taylor Supplied Universal RFID Tag
CD/DVD Overlay RFID Tag	1.50	Link & Affix Baker & Taylor Supplied Overlay RFID Tag
Theft Deterrent Tape/Strip	.59	Baker & Taylor Supplied 3M or Checkpoint Theft Detection

#### Additional Processing Components

Additional Processing Components/Services Available:

Baker & Taylor Universal RFID Tag: \$ .25/unit

Application of B&T Supplied RFID Tag: \$ .19/unit

Additional Cataloging & Processing Services, as well as Customized Cataloging and Processing Services through Customized Library Services (CLS), are available. Please contact your Customer Service Representative or Sales Representative to learn more.

**Contract Item List****Contract No. 715M2 Publications, Audiovisual Materials, Books, Textbooks, and Ancillary Services****Brodart Co.**

		K-12 School Libraries Category	Public Libraries (City, Regional, etc.) Category	Academic Institutions Category	State Agencies and Co-Op Member Category
<b>Electronic and Digital Materials</b>					
Category 1	Digital pre-loaded; all-in-one audio books	22%	22%	22%	22%
Category 2	Digital pre-loaded; all-in-one audio book pack kits	N/A	N/A	N/A	N/A
Category 3	Digital pre-loaded	N/A	N/A	N/A	N/A
Category 4	Audiovisual Pre-loaded; Device included	N/A	N/A	N/A	N/A
<b>Print Materials</b>					
Category 5	Adult trade; fiction/non-fiction hardbound	46.50%	46.50%	46.50%	46.50%
Category 6	Adult trade; fiction/non-fiction paperback	40%	40%	40%	40%
Category 7	Juvenile trade; fiction/non-fiction hardbound	46.50%	46.50%	46.50%	46.50%
Category 8	Juvenile trade; fiction/non-fiction paperback	40%	40%	40%	40%
Category 9	Mass market paperback; rack	40%	40%	40%	40%
Category 10	Non-trade publication; hardbound	12%	12%	12%	12%
Category 11	Non-trade publications; paperback	12%	12%	12%	12%
Category 12	University press	12%	12%	12%	12%
Category 13	Adult library bound; fiction/non-fiction	23%	23%	23%	23%
Category 14	Juvenile library bound; fiction/non-fiction	23%	23%	23%	23%
Category 15	Pre-bound hardbound	N/A	N/A	N/A	N/A
Category 16	Pre-bound paperback	23%	23%	23%	23%
<b>Nonstandard Formats</b>					
Category 17	Music/Audio Compacts Disc; Pre-recorded	N/A	N/A	N/A	N/A
Category 18	Music/Audio Record Disc, Vinyl; Pre-recorded	N/A	N/A	N/A	N/A
Category 19	Audiovisual DVD/Blue-ray pre-recorded; feature/non-feature films	N/A	N/A	N/A	N/A
Category 20	Spoken word/audio compact disc pre-recorded; abridged	40%	40%	40%	40%
Category 21	Spoken word/audio compact disc pre-recorded; un-abridged	40%	40%	40%	40%
Category 22	Spoken word/audio MP3 format pre-recorded; un-abridged	40%	40%	40%	40%

\*N/A = not awarded

**Contract Item List****Contract No. 715M2 Publications, Audiovisual Materials, Books, Textbooks, and Ancillary Services****Brodart Co.**

Premium Processing - Shelf-Ready	Base Price	Description
Mylar Jacket (or Laminate Cover), Label Protectors, Spine Label, Barcode, and Standard MARC Record	.99	Brodarts Starter Cataloging & Processing Service.
Mylar Jacket (or Laminate Cover), Label Protectors, Spine Label, Barcode, RFID Tag (programmed and applied), and Standard MARC Record	1.24	Brodarts Starter Cataloging & Processing Service. The pricing reflects the RFID tag being supplied by the library, Brodart applied and linked.

Processing Services	Base Price	Description
Brief MARC Record	No Charge	If Vendor Offers MARC records, a Brief MARC Record Shall Be Free of Charge, Per the Terms of This RFP
Full MARC Record	.25	per item - Starter cataloging record
Mylar Jacket	.55	per item - supplied and applied by Brodart tape or glued
Barcode Label	.19	per item - supplied and applied by Brodart
Label (per application-Customer supplied)	.15	per label - customer supplied
Label (per application-Vendor supplied)	.19	per label - Brodart supplied
Genre Label	.19	per label - Brodart supplied
Spine Label	.19	per label - Brodart supplied
Label Protector	.20	per label protector - Brodart supplied
Pocket (paper)	.15	per item - Brodart supplied
Pocket (vinyl)	.20	per item - Brodart supplied
Property Stamp (per impression)	.15	one stamp per location
Spine Tape (inside)	.25	per item - 1" tape applied to inside cover
Spine Tape (Outside)	.25	per item - 1" tape applied to outside cover

Audio Visual Processing and Accessories	Base Price	Description
Digital Processing for Media	N/A	N/A
Format Conversion Service	N/A	N/A
Hub Label (per application)	N/A	N/A
Shrink Wrap Removal	N/A	N/A
DVD/CD Case, Holds Single Disc (Paper)	N/A	N/A
DVD/CD Case, Holds Single Disc (Plastic)	N/A	N/A
DVD/CD Case, Holds Multiple Discs	N/A	N/A
DVD/CD Case, Locking	N/A	N/A
Spoken Audio CD Case; Various Capacities	N/A	N/A

Laminated Paperback Covers	Base Price	Description
Polypropylene Laminate; Various Thicknesses	2.00	BrodartGuard - Paperback reinforced with laminate to increase circulation durability.
Vinyl Laminate; Various Thicknesses	4.50	BrodartConvert - Paperbacks transformed into hardcovers for little more than the cost of a paperback.

RFID/Theft Deterrents	Base Price	Description
Pre-programmed RFID/Barcode Set (1 Barcode); Applied to book	.35	<i>This pricing reflects the RFID tag being supplied by the library.</i>
RFID ("universal" tag programmed and applied)	.25	This pricing reflects the RFID tag being supplied by the library.
CD/DVD Overlay RFID Tag	N/A	N/A
Theft Deterrent Tape/Strip	.45	3M and Checkpoint

#### Additional Processing Components

Flex Cataloging & Processing Services - \$2.70 (Includes custom MARC record, mylar jacket or label protector, date or property stamp, spine label, genre label and barcode label)

Compleat Cataloging & Processing service - \$3.25 - \$4.50 depending on Cataloging specifications and Processing components

Vendor supplied universal RFID tag and barcode number encoding - \$.60 per item

TIPS -Collection Development Services

Collection Builder (Customized Selection Lists)

Collection Builder Custom Selection Lists No Charge

FASTips (Standing Orders)

FASTips Profiles No Charge

TIPS Profiles (Profiled Selection Lists)

Silver TIPS No Charge

Diamond TIPS

Up to 3 profiles for \$100 monthly

Up to 8 profiles for \$200 monthly

Up to 15 profiles for \$300 monthly

Contract Details: # 715-M2

Number	715-M2
Description	Publications, Audiovisual Materials, Books, Textbooks, and Ancillary Services
Category	Managed
Type	Term
Start Date	6/29/2020
End Date	10/31/2024
Purchase Category Code(Agencies Only)	PCC C
Optional Renewal Terms	No renewal remaining
Purchase Orders	Customers will issue an internal purchase order that references this CPA Contract Number and current item description(s) and pricing as stated on this contract. The Contractor will not ship any products or provide related services until receipt of a Purchase Order generated by the State Agency, Higher Education or Cooperative member.
NIGP Code(s)	525-10    525-20 525-40    715-04 715-05    715-10 715-46    715-55 956-10
CPA Contract Management	Questions regarding contract management issues, price changes, amendments or other post-award concerns should be directed to:  SPD Contract Management Office (SCMO) Texas Comptroller of Public Accounts (CPA) Phone: (512) 463-3034 option 3 Email: <a href="mailto:spd.cmo@cpa.texas.gov">spd.cmo@cpa.texas.gov</a> ( <a href="mailto:spd.cmo@cpa.texas.gov">mailto:spd.cmo@cpa.texas.gov</a> )

<b>Contract Items and Pricing</b>	<p><b>Customers should contact the applicable company representative in order to set up an account.</b></p> <p>715-M2 Baker &amp; Taylor, LLC Price Sheet (<a href="http://www.txsmartbuy.com/SSP%20Applications/NetSuite%20Inc.%20-%20Shopping/Custom%20ShopFlow/Documents/Contract%20Attachments/715-M2%20B&amp;T%20TSB%20Contract%20Item%20Listing.pdf">http://www.txsmartbuy.com/SSP%20Applications/NetSuite%20Inc.%20-%20Shopping/Custom%20ShopFlow/Documents/Contract%20Attachments/715-M2%20B&amp;T%20TSB%20Contract%20Item%20Listing.pdf</a>)</p> <p>715-M2 Brodart Co. Price Sheet (<a href="http://www.txsmartbuy.com/SSP%20Applications/NetSuite%20Inc.%20-%20Shopping/Custom%20ShopFlow/Documents/Contract%20Attachments/715-M2%20Brodart%20TSB%20Contract%20Item%20Listing.pdf">http://www.txsmartbuy.com/SSP%20Applications/NetSuite%20Inc.%20-%20Shopping/Custom%20ShopFlow/Documents/Contract%20Attachments/715-M2%20Brodart%20TSB%20Contract%20Item%20Listing.pdf</a>)</p> <p>715-M2 Yankee Book Peddler, Inc. dba GOBI Library Solutions from EBSCO Price Sheet (<a href="http://www.txsmartbuy.com/SSP%20Applications/NetSuite%20Inc.%20-%20Shopping/Custom%20ShopFlow/Documents/Contract%20Attachments/715-M2%20GOBI%20Library%20Solutions%20from%20EBSCO%20TSB%20Contract%20Item%20Listing.pdf">http://www.txsmartbuy.com/SSP%20Applications/NetSuite%20Inc.%20-%20Shopping/Custom%20ShopFlow/Documents/Contract%20Attachments/715-M2%20GOBI%20Library%20Solutions%20from%20EBSCO%20TSB%20Contract%20Item%20Listing.pdf</a>)</p> <p>715-M2 Ingram Library Services LLC Price Sheet (<a href="http://txsmartbuy.com/SSP%20Applications/NetSuite%20Inc.%20-%20Shopping/Custom%20ShopFlow/Documents/Contract%20Attachments/715-M2%20Ingram%20TSB%20Contract%20Item%20Listing_10_04_2023.pdf">http://txsmartbuy.com/SSP%20Applications/NetSuite%20Inc.%20-%20Shopping/Custom%20ShopFlow/Documents/Contract%20Attachments/715-M2%20Ingram%20TSB%20Contract%20Item%20Listing_10_04_2023.pdf</a>)</p> <p>715-M2 Midwest Library Service, Inc. Price Sheet (<a href="http://www.txsmartbuy.com/SSP%20Applications/NetSuite%20Inc.%20-%20Shopping/Custom%20ShopFlow/Documents/Contract%20Attachments/715-M2%20Midwest%20Library%20Service%20TSB%20Contract%20Item%20Listing.pdf">http://www.txsmartbuy.com/SSP%20Applications/NetSuite%20Inc.%20-%20Shopping/Custom%20ShopFlow/Documents/Contract%20Attachments/715-M2%20Midwest%20Library%20Service%20TSB%20Contract%20Item%20Listing.pdf</a>)</p> <p>715-M2 Midwest Tape, LLC Price Sheet (<a href="http://www.txsmartbuy.com/SSP%20Applications/NetSuite%20Inc.%20-%20Shopping/Custom%20ShopFlow/Documents/Contract%20Attachments/715-M2%20Midwest%20Tape%20TSB%20Contract%20Item%20Listing.pdf">http://www.txsmartbuy.com/SSP%20Applications/NetSuite%20Inc.%20-%20Shopping/Custom%20ShopFlow/Documents/Contract%20Attachments/715-M2%20Midwest%20Tape%20TSB%20Contract%20Item%20Listing.pdf</a>)</p> <p>715-M2 ProQuest, LLC Price Sheet (<a href="http://www.txsmartbuy.com/SSP%20Applications/NetSuite%20Inc.%20-%20Shopping/Custom%20ShopFlow/Documents/Contract%20Attachments/715-M2%20ProQuest%20TSB%20Contract%20Item%20Listing.pdf">http://www.txsmartbuy.com/SSP%20Applications/NetSuite%20Inc.%20-%20Shopping/Custom%20ShopFlow/Documents/Contract%20Attachments/715-M2%20ProQuest%20TSB%20Contract%20Item%20Listing.pdf</a>)</p>
<b>Warranty Details</b>	<p><b>Warranty/Guarantee</b> Each product proposed is to be warranted against defects in workmanship and material for a period of ninety (90) days or the duration of the manufacturer's standard warranty, whichever is longer, following Customer's acceptance. If no time or specific protocol for acceptance is specified elsewhere in the Contract or the Customer purchase order, items are presumed accepted ten (10) working days after receipt. The warranty will apply to any warranty service or repair requested by Customer during the warranty period by contacting the Contractor or Contractor's designee with such request, regardless of the amount of time required to complete the requested warranty service or repair. It is the intention of the parties to this Contract that Contractor's warranty obligations hereunder will survive the termination of this Contract.</p> <p><b>Replacement</b> 1) Contractor must guarantee replacement of improperly manufactured products due to defective materials or product during the initial Contract period and any exercised renewal options. 2) Contractor must guarantee replacement or compensation to Customer if Contractor damages Customer's property when applying ancillary or processing services. 3) The replacements must be processed and received by the Customer within two weeks of written notification. 4) Contractor will provide replacement free of any charge, including any shipping necessary to return the product when necessary. 5) Contractor will either replace the product with new product or refund the full purchase price of the product, whichever the Customer prefers.</p>
<b>Adding New Products to the Contract</b>	Additional products or services of the same general category that are not already on the contract may be added by submitting an Open Market Requisition ( <a href="https://comptroller.texas.gov/purchasing/forms/">https://comptroller.texas.gov/purchasing/forms/</a> ) to the Statewide Contract Development section at <a href="mailto:open.market@cpa.texas.gov">open.market@cpa.texas.gov</a> ( <a href="mailto:open.market@cpa.texas.gov">mailto:open.market@cpa.texas.gov</a> ).
<b>Delivery Delays by Contractor</b>	<p>If delay is foreseen, Contractor shall give written notice to the Customer and must keep Customer advised at all times of status of order.</p> <p>Default in promised Delivery Days After Receipt of Order (ARO) without accepted reasons or failure to meet specifications authorizes the Customer to purchase goods and services of this contract elsewhere and charge any increased costs for the goods and services, including the cost of re-soliciting, to the Contractor.</p> <p>Failure to pay a damage assessment is cause for contract cancellation and/or debarment or removal of the contractor, as applicable, from the State's Centralized Master Bidders List (CMBL).</p>
<b>Compliant Products by Contractor</b>	<p>Delivery does not occur until the Contractor delivers products, materials or services in full compliance with the specifications to Customer's F.O.B. destination, unless delivery is specifically accepted, in whole or in part, by the Customer. Providing products, materials or services which do not meet all specification requirements does not constitute delivery.</p> <p>Customer reserves the right to require new delivery or a refund in the event that materials or products not meeting specifications are discovered after payment has been made.</p>
<b>Purchase Order Cancellation</b>	The Customer may request that a Contractor cancel a specific line item or an entire purchase order. There shall be no fees charged for cancellation of an item and/or order prior to shipment by the Contractor. A Purchase Order Change Notice should be processed and sent to Contractor.

<b>Restocking Fee for Returned Products</b>	The Customer may request that a Contractor accept return of products already delivered. If the return is required through no fault of the Contractor, the Contractor may request a reasonable restocking charge. The Customer may pay a restocking charge if the CPA or Customer determines that the charge is justifiable. As a guideline, such charges shall not exceed 10% for contractors.
<b>Substitutions</b>	During the Contract term, the Contractor shall not substitute a product or brand unless the Contractor has obtained prior written approval from the CPA Contract Manager in coordination with the Customer. The Contractor must have written confirmation from the CPA Contract Manager of the substitution before making delivery.
<b>Contractor Performance</b>	<p>The Statewide Procurement Division Contract Management Office (SCMO), a division of the Comptroller of Public Accounts (CPA), administers a vendor performance program for use by all customers per Texas Government Code (TGC), §2262.055, and 34 Texas Administrative Code (TAC), §20.108. The Vendor Performance relies on the customer's participation in gathering information on vendor performance. State agency customers shall report vendor performance on purchases of \$25,000 or more from contracts administered by CPA, or any other purchase of \$25,000 or more made through delegated authority granted by CPA (TAC 20.108), or purchases exempt from CPA procurement rules and procedures. State agencies are additionally encouraged to report vendor performance on purchases under \$25,000.</p> <p>Vendor Performance shall be reported through the CPA VENDOR PERFORMANCE TRACKING SYSTEM (<a href="https://www.comptroller.texas.gov/purchasing/programs/vendor-performance-tracking/">https://www.comptroller.texas.gov/purchasing/programs/vendor-performance-tracking/</a>).</p> <p>The purpose of the Vendor Performance Tracking System is to:</p> <ul style="list-style-type: none"> <li>• Identify vendors that have exceptional performance</li> <li>• Aid purchasers in making a best value determination based on vendor past performance</li> <li>• Protect the state from vendors with unethical business practices</li> <li>• Track vendor performance for delegated and exempt purchases</li> </ul>

## Contractors Information

**VID:** 14731799749  
**Contractor:** Baker & Taylor, LLC  
**Contact Name:** Wendy Hardy  
**Email:** wendy.hardy@baker-taylor.com  
**Phone:** (800) 775-1200 x2776  
**Alternate Contact Name:** Stefanie Kremer  
**Alternate Email:** stefanie.kremer@baker-taylor.com  
**Alternate Phone:** (704) 998-3135  
**Address:** 2810 Coliseum Centre Drive Suite 300 Charlotte, NC 28217

**VID:** 12322487583  
**Contractor:** Brodart Co.  
**Contact Name:** Mary Miller  
**Email:** mary.miller@brodart.com  
**Phone:** (800) 233-8467  
**Alternate Contact Name:** Lisa Miosi  
**Alternate Email:** lisa.miosi@brodart.com  
**Address:** 500 Arch Street Williamsport, PA 17701

**VID:** 16217466966  
**Contractor:** Ingram Library Services LLC  
**Contact Name:** Stephen Casey  
**Email:** stephen.casey@ingramcontent.com  
**Phone:** (214) 952-6310  
**Alternate Email:** ils.orders@ingramcontent.com  
**Address:** One Ingram Blvd. La Vergne, TN 37086

**VID:** 14308345058  
**Contractor:** Midwest Library Service, Inc.  
**Contact Name:** Trish Banta  
**Email:** banta@midwestls.com  
**Phone:** (800) 325-8833  
**Alternate Contact Name:** Herbert Lesser  
**Alternate Email:** hlesser@midwestls.com  
**Address:** 11443 St. Charles Rock Rd. Bridgeton, Missouri 63044

<b>VID:</b> 13714996868 <b>Contractor:</b> Midwest Tape, LLC <b>Contact Name:</b> Janet Timm <b>Email:</b> jtimmm@midwesttape.com <b>Phone:</b> (800) 875-2785 <b>Alternate Contact Name:</b> Jeffery Jankowski <b>Alternate Email:</b> jjankowski@midwesttape.com <b>Alternate Phone:</b> (419) 868-9370 <b>Address:</b> PO Box 820 Holland, OH 43528
<b>VID:</b> 13920538553 <b>Contractor:</b> ProQuest, LLC <b>Contact Name:</b> Jess Snyder <b>Email:</b> Proposals@proquest.com <b>Phone:</b> (248) 496-1065 <b>Address:</b> Proquest, LLC 789 E. Eisenhower Parkway Ann Arbor, MI 48106
<b>VID:</b> 10203021430 <b>Contractor:</b> Yankee Book Peddler, Inc. dba GOBI Library Solutions from EBSCO <b>Contact Name:</b> Bonnie LaRose <b>Email:</b> bidadmin@ybp.com <b>Phone:</b> (800) 258-3774 x8895 <b>Alternate Contact Name:</b> Kate Hartnett <b>Alternate Email:</b> khartnett@ybp.com <b>Alternate Phone:</b> (800) 258-3774 x8808 <b>Address:</b> 999 Maple Street Contoocook, NH 02339



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- Open Records Policy  
(<https://comptroller.texas.gov/about/policies/open-records>)
- Texas.gov (<https://texas.gov>)
- Search from the Texas State Library  
(<https://www.tsl.texas.gov/trail/index.html>)
- Texas Homeland Security  
(<https://www.dhs.gov/geography/texas>)
- Texas Veterans Portal  
(<https://veterans.portal.texas.gov/>)
- Public Information Act  
(<https://comptroller.texas.gov/about/policies/public-information-act.php>)
- Texas Secretary of State  
(<https://www.sos.state.tx.us/>)
- HB855 Browser Statement

**OTHER STATE SITES**

- [texas.gov](https://www.texas.gov/)
- Texas Records and Information Transparency and Accountability (TRAIL)  
(<https://www.tsl.state.tx.us/trail/>)
- State Library Policy  
(<http://publishingext.dir.texas.gov/portal/internal/resources/DocumentLibrary>)
- Texas Veterans Portal  
(<https://veterans.portal.texas.gov>)





## INCREASE FOR PURCHASE OF LIBRARY BOOKS THROUGH TXSMARTBUY CONTRACT

RS-24-117

July 2, 2024

# Background

2

- ❑ In December 2023, Council approved a TXSMARTBUY contract with Ingram Library Services for the purchase of library materials, in an amount not to exceed \$90,000.
- ❑ In May 2024, Library Services canceled the \$42,785 lease for library materials from Baker & Taylor due to poor fulfillment rates.
  - ▣ Funds for leasing were transferred to the appropriate account for the purchase of library materials.

# Background

3

- Staff recommends that the transferred funds be used to increase the TXSMARTBUY contract purchase limit in an amount not to exceed \$132,785 for the purchase additional library materials from Ingram Library Services.
- Increasing purchase limit will allow the library maintain state accreditation.

# Conformity & Financial Impact

4

- ❑ Conforms to City of Killeen purchasing policy
- ❑ Recurring expense
- ❑ Increased current year expenditure not to exceed \$132,785
- ❑ FY 2025 expenditures based on annual appropriation, estimated at \$115,000

# Recommendation

5

- City Council authorize increasing the purchase budget for library books through Ingram Library Services for FY 23-24 to an amount not to exceed \$132,785.



# City of Killeen

## Staff Report

File Number: RS-24-118

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1	City Council Workshop	07/02/2024	reviewed and referred	City Council	07/09/2024
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Consider a memorandum/resolution authorizing a contract amendment for the purchase of a Transfer Station crane from Waste Systems Equipment, Inc., in the amount of \$5,316.

**DATE:** July 2, 2024

**TO:** Kent Cagle, City Manager

**FROM:** Jeffery Reynolds, Executive Director of Public Works

**SUBJECT:** Authorize Contract Amendment No. 1 with Waste Systems Equipment, Inc.

### **BACKGROUND AND FINDINGS:**

The Transfer Station relies on two stationary grapple cranes which play a vital role in the Transfer Station's operations by ensuring that each departing trailer is loaded to its maximum capacity. They play a crucial role in compaction of municipal solid waste; ensuring uniform distribution within the trailers, which assists with clearing the tipping floor of all waste as required by Texas Commission of Environmental Quality (TCEQ).

On January 25, 2024, the Purchasing Department received three (3) bids, from two (2) companies, in response to Bid No. 24-23 for the Transfer Station Crane.

#### **Bid Vendors Bid Amount**

Waste Systems Equipment, Inc.	\$310,556
National Equipment Dealers (2100)	\$388,929
National Equipment Dealers (2150)	\$436,135

On March 26, 2024, the City Council approved the purchase of a Robotec Optimax Stationary Crane for use at the City's Transfer Station (RS-24-059) in an amount not to exceed \$310,556.

After the selected contractor, Waste Systems Equipment, Inc., visited the site, City Staff learned that it would need to install an additional soft-start system in connection with the crane. The purpose of the soft-start system is to protect the electrical system at the Transfer System and prevent tripped circuit breakers every time the crane is used. The cost for the soft-start system is \$5,316.

The City of Killeen Transfer Station must remain in compliance with TCEQ rules and regulations to maintain the City of Killeen MSW Transfer Station Registration No. MSW 40209.

### **THE ALTERNATIVES CONSIDERED:**

N/A

**Which alternative is recommended? Why?**

N/A

**CONFORMITY TO CITY POLICY:**

Bid documents were made available through the City of Killeen Purchasing Department. Advertisements were made in the Killeen Daily Herald on January 7 and 14, 2024, and on the City's website. At the close of the bidding process, on January 25, 2024, at 2:00 p.m., three (3) bids were received for this project; the bids were opened and read aloud via Zoom.

**FINANCIAL IMPACT:**

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

Funds are allocated in the FY 2024 Solid Waste CIP budget in the amount of \$315,872 for procurement of the transfer station crane and amendment #1 to include the needed soft start system.

**Is this a one-time or recurring revenue/expenditure?**

One-time

**Is this revenue/expenditure budgeted?**

Yes, funds are available in the Solid Waste CIP Fund in account 388-8834-493.61-35.

**If not, where will the money come from?**

N/A

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

Yes

**RECOMMENDATION:**

That the City Council authorize the City Manager, or designee, to execute Amendment No. 1 to include the soft start system with the purchase of the transfer station crane in the amount of \$5,316 to Waste Systems Equipment, Inc.; for a total agreement amount of \$315,872.

**DEPARTMENTAL CLEARANCES:**

Public Works

Purchasing

Finance

City Attorney

**ATTACHED SUPPORTING DOCUMENTS:**

Amendment

Certificate of Interested Parties

Presentation



CONTRACT AMENDMENT

No. 1

Transfer Station Grapple Crane Replacement

This Amendment shall be made a part of the City of Killeen Letter of Agreement with Waste Systems Equipment, Inc. This Contract was entered into on March 27, 2024. The change in the fee structure is as follows:

JUSTIFICATION: On March 26, 2024, pursuant to Resolution 24-059R, the City Council approved the purchase of a Robotec Optimax Stationary Loader for use at the City's Transfer Station. After the selected contractor, Waste Systems Equipment, Inc., visited the site, City Staff learned that it would need to install an additional soft-start system in connection with the loader. The purpose of the soft-start system is to protect electrical system at the Transfer System and prevent tripped circuit breakers every time the loader is used.

Scope of Services	Phase	Present Contract Amount	Proposed Amendment #1	Proposed Contract Amount (Original thru Amendment #1)
Lump Sum fee proposed		\$310,556.00		\$310,556.00
Additional Services			\$5,316.00	\$315,872.00
Total			\$5,316.00	\$315,872.00

Waste Systems Equipment, Inc.

By: HELEN CHANG

Signature: 

Title: ADMINISTRATIVE SECRETARY

Date: 6/4/2024

City of Killeen

By: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## CHANGE ORDER(S) FOR Transfer Station Grapple Crane Replacement

<b>Department/Division:</b> Public Works/ Solid Waste <b>Vendor Name:</b> Waste Systems Equipment, Inc. <b>Original Contract Amount:</b> \$310,556.00 <b>Date CCMR Approved:</b> 03/26/24		<b>Bid No.:</b>	24-23	<b>NOTE</b> 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
		<b>CCMR No.:</b>	24-059R	

### 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 checked="" type="checkbox"/> Proposed <input type="checkbox"/> Approved			\$5,316.00	388-8834-493.61-35	Need additional soft-start system installed with loader.	\$315,872.00	1.71%
2	<input type="checkbox"/> Proposed <input type="checkbox"/> Approved						\$315,872.00	1.71%
3	<input type="checkbox"/> Proposed <input type="checkbox"/> Approved						\$315,872.00	1.71%
4	<input type="checkbox"/> Proposed <input type="checkbox"/> Approved						\$315,872.00	1.71%
5	<input type="checkbox"/> Proposed <input type="checkbox"/> Approved						\$315,872.00	1.71%
6	<input type="checkbox"/> Proposed <input type="checkbox"/> Approved						\$315,872.00	1.71%
7	<input type="checkbox"/> Proposed <input type="checkbox"/> Approved						\$315,872.00	1.71%
8	<input type="checkbox"/> Proposed <input type="checkbox"/> Approved						\$315,872.00	1.71%
9	<input type="checkbox"/> Proposed <input type="checkbox"/> Approved						\$315,872.00	1.71%
10	<input type="checkbox"/> Proposed <input type="checkbox"/> Approved						\$315,872.00	1.71%

\_\_\_\_\_  
Dept. Head Signature/Date

Recommended:	Recommended:
Purchasing Manager/Date	Director of Finance/Date

Recommended:	Approved/Disapproved:
City Attorney/Date	City Manager/Date



# WASTE SYSTEMS EQUIPMENT, INC.

A TOTAL MUNICIPAL EQUIPMENT SUPPLY COMPANY



"TEXAS' OLDEST REFUSE BODY DEALERSHIP - FAMILY OWNED & OPERATED SINCE 1975"

## Quote

Date: 9/11/2039

Quote # KTSL51024

Expiration Date: 90 Days

<u>From:</u> Waste Systems Equipment, Inc. PO Box 40878 Houston, TX. 77240 www.wastesystemsequipment.com Ph: 713-939-0200 Fx: 713-939-0718 Salesman: Greg Eastland Email: <a href="mailto:wse1975@sbcglobal.net">wse1975@sbcglobal.net</a>		<u>To:</u> City of Killeen Purchasing Department 802 N. 2nd Street, Bldg E, 2nd Floor Killeen, TX 76541 Ph: 254-501-7729 Fx: Contact: Lorianne Luciano Email: <a href="mailto:LLuciano@killeentexas.gov">LLuciano@killeentexas.gov</a>	
Title:	Invitation For Bid No. 24-23, Transfer Station Grapple Crane		
Quantity	Description	Sales Price	
1	Rotobec Optimax 950 SM-R Loader, 27' Boom, Loaded Hydraulic Accumulator, Mounted On Loader Turret, Electrical Junction Box, Danfoss Electric Over Hydraulic Proportional Control Valve Assembly, Two Electric Joysticks, Safety Cut Off Switch, 75' Electric Cables	\$152,586.00	
1	PU-75, 75 HP Power Unit, Electric Panel, Cut Off Switch, Load Sensing Pump, Thermostatic Oil Cooler, 101 Gallon Oil Tank, Support Structure And Hood, Secondary Start/Stop Accessories Control Box	\$41,902.00	
1	Special Stick Boom With Hydraulic Line Protection	\$2,273.00	
1	Tool Cylinder Kit, Including Cylinder, Supplemenetary Tubes On Booms And Control Section For Tool Cylinder Activation (Over/Under)	\$11,633.00	
1	Custom Pedestal To Replace Prentice And Builtrite Bolt Pattern	\$1,419.00	
1	42" Pedestal Riser	\$7,124.00	
1	75 HP Harsh Environment Package, Including Extra Cooling And Reversible Fan	\$4,557.00	
1	Extension Cable From Operators Station To Electric Panel On Power Unit Or Junction Box	\$836.00	
1	HD Booms For Positioned Application	\$9,731.00	
1	All Halogen Lights (2 Additional Lights Directed Sideways)	\$285.00	
1	110% Drip Pan	\$3,086.00	
1	Hydraulic Tool Cylinder Protector	\$750.00	
1	RPA2030C Grappler - Compacting	\$18,952.00	
1	RGP -502 Rotation	\$14,009.00	
1	Custom Lugging On RGP502 Rotator, Designed For Direct Pin-On To The End Of The Machine Boom Or To Match An Existing Quick Attach System	\$3,052.00	
1	Adjustable, Limited Loader Rotation	\$861.00	
1	Hydraulic Tubing And Hoses	\$2,500.00	
1	Removal Of Existing Loader And Installation Of New Loader	\$23,000.00	
1	Freight In	\$12,000.00	
	Additional Requested Option:		
1	Soft Start System	\$5,316.00	
	Total	\$315,872.00	



## City of Killeen

**File Number: RS-24-059**

**Enactment Number: 24-059R**

Consider a memorandum/resolution authorizing the award of Bid No. 24-23 Transfer Station Crane to Waste Systems Equipment, Inc., in an amount not to exceed \$310,556.

**DATE: March 19, 2024**

**TO: Kent Cagle, City Manager**

**FROM: Jeffery Reynolds, Executive Director of Public Works**

**SUBJECT: Authorize Award of Bid No. 24-23, Transfer Station Grapple Crane to Waste Systems Equipment, Inc.**

### **BACKGROUND AND FINDINGS:**

The Transfer Station relies on two stationary grapple cranes, both of which are Builtrite Model 2100, acquired in 2015 and 2019. These cranes play a vital role in the Transfer Station's operations, ensuring that each departing trailer is loaded to its maximum capacity. They play a crucial role in compacting municipal solid waste and ensuring uniform distribution within the trailers. However, the Builtrite 2100 acquired in 2015 has reached the end of its operational lifespan, frequently experiencing overheating issues necessitating shutdowns. The absence of these cranes would likely lead to considerable delays, backups, and increased transportation costs.

On January 25, 2024, the Purchasing Department received three (3) bids, from two (2) companies, in response to Bid No. 24-23 for the Transfer Station Crane.

Bid Vendors	Bid Amount
Waste Systems Equipment, Inc.	\$310,556
National Equipment Dealers (2100)	\$388,929
National Equipment Dealers (2150)	\$436,135

Following a thorough evaluation of the bids, Waste Systems Equipment, Inc. emerged as the most advantageous option for the city. Waste Systems Equipment, Inc. serves as a reputable dealer for Rotobec Equipment, renowned for over 45 years of manufacturing on-site waste compaction solutions. Rotobec Equipment is acclaimed for its innovative designs, prioritizing reliability and durability, and incorporating cutting-edge technologies throughout its production processes.

The City of Killeen Transfer Station must remain in compliance with Texas Commission on Environmental Quality (TCEQ) rules and regulations to maintain the City of Killeen MSW Transfer Station Registration No. MSW 40209.

### **THE ALTERNATIVES CONSIDERED:**

N/A

**Which alternative is recommended? Why?**

N/A

**CONFORMITY TO CITY POLICY:**

Bid documents were made available through the City of Killeen Purchasing Department. Advertisements were made in the Killeen Daily Herald on January 7 and 14, 2024, and on the City's website. At the close of the bidding process, on January 25, 2024, at 2:00 p.m., three (3) bids were received for this project; the bids were opened and read aloud via Zoom.

**FINANCIAL IMPACT:**

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

The FY 2024 expense is in an amount not to exceed \$310,556 for the purchase of a crane replacement at the Transfer Station.

**Is this a one-time or recurring revenue/expenditure?**

One-time

**Is this revenue/expenditure budgeted?**

Yes, funds are available in the Solid Waste CIP Fund in account 388-8834-493.61-35.

**If not, where will the money come from?**

N/A

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

Yes

**RECOMMENDATION:**

Authorize the award of Bid No. 24-23, Transfer Station Crane to Waste Systems Equipment, Inc. and authorize the City Manager, or his designee, to execute a letter of agreement with Waste Systems Equipment, Inc. in an amount not to exceed \$310,556.

**DEPARTMENTAL CLEARANCES:**

Public Works  
Purchasing  
Finance  
Legal

**ATTACHED SUPPORTING DOCUMENTS:**

Bids  
Agreement  
Certificate of Interested Parties  
Presentation

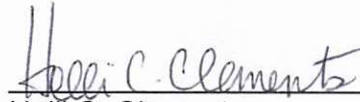


**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF KILLEEN:**

That the above stated recommendation is hereby approved and authorized.

**PASSED AND APPROVED** at a regular meeting of the City Council of the City of Killeen, Texas, this the 26<sup>th</sup> day of March 2024, at which meeting a quorum was present, held in accordance with the provisions of V.T.C.A., Government Code, § 551.001 et seq.

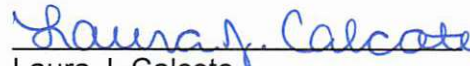
Approved As To Form:

  
Holli C. Clements  
CITY ATTORNEY

Approved:

  
Debbie Nash-King  
MAYOR

Attest:

  
Laura J. Calcote  
CITY SECRETARY





# WASTE SYSTEMS EQUIPMENT, INC.

A TOTAL MUNICIPAL EQUIPMENT SUPPLY COMPANY



"TEXAS' OLDEST REFUSE BODY DEALERSHIP - FAMILY OWNED & OPERATED SINCE 1975"

## Quote

Date: 1/24/2024  
Quote # KTS12424  
Expiration Date: 90 Days

<b>From:</b> Waste Systems Equipment, Inc. PO Box 40878 Houston, TX. 77240 www.wastesystemsequipment.com Ph: 713-939-0200 Fx: 713-939-0718 Salesman: Greg Eastland Email: wse1975@sbcglobal.net		<b>To:</b> City of Killeen Purchasing Department 802 N. 2nd Street, Bldg E, 2nd Floor Killeen, TX 76541 Ph: 254-501-7729 Fx: Contact: Lorianne Luciano Email:Lluciano@killeentexas.gov	
<b>Title:</b>		Invitation For Bid No. 24-23, Transfer Station Grapple Crane	
<b>Quantity</b>	<b>Description</b>	<b>Sales Price</b>	
1	Rotobec Optimax 950 SM-R Loader, 27' Boom, Loaded Hydraulic Accumulator, Mounted On Loader Turret, Electrical Junction Box, Danfoss Electric Over Hydraulic Proportional Control Valve Assembly, Two Electric Joysticks, Safety Cut Off Switch, 75' Electric Cables	\$152,586.00	
1	PU-75, 75 HP Power Unit, Electric Panel, Cut Off Switch, Load Sensing Pump, Thermostatic Oil Cooler, 101 Gallon Oil Tank, Support Structure And Hood, Secondary Start/Stop Accessories Control Box	\$41,902.00	
1	Special Stick Boom With Hydraulic Line Protection	\$2,273.00	
1	Tool Cylinder Kit, Including Cylinder, Supplemenetary Tubes On Booms And Control Section For Tool Cylinder Activation (Over/Under)	\$11,633.00	
1	Custom Pedestal To Replace Prentice And Builrite Bolt Pattern	\$1,419.00	
1	42" Pedestal Riser	\$7,124.00	
1	75 HP Harsh Environment Package, Including Extra Cooling And Reversible Fan	\$4,557.00	
1	Extension Cable From Operators Station To Electric Panel On Power Unit Or Junction Box	\$836.00	
1	HD Booms For Positioned Application	\$9,731.00	
1	All Halogen Lights (2 Additional Lights Directed Sideways)	\$285.00	
1	110% Drip Pan	\$3,086.00	
1	Hydraulic Tool Cylinder Protector	\$750.00	
1	RPA2030C Grapppler - Compacting	\$18,952.00	
1	RGP -502 Rotation	\$14,009.00	
1	Custom Lugging On RGP502 Rotator, Designed For Direct Pin-On To The End Of The Machine Boom Or To Match An Existing Quick Attach System	\$3,052.00	
1	Adjustable, Limited Loader Rotation	\$861.00	
1	Hydraulic Tubing And Hoses	\$2,500.00	
1	Removal Of Existing Loader And Installation Of New Loader	\$23,000.00	
1	Freight In	\$12,000.00	
		Total	\$310,556.00
<b>*Price excludes freight &amp; any applicable sales, use or federal tax, license, title or registration fees unless otherwise stated.</b>			

10:11 AM  
2/28/2024

\*Prices valid 30 days, unless otherwise stated.



**Pricing is as follows:**

<b>Model 2100-SE Fully Self Contained</b>	<b>List Price</b>
2100-SE Remote Power Unit / Remote Operators Station with Hip (Goose Neck) Boom and jib with bucket Linkage (wristing action) As per existing	\$350,429.00
<b>Options</b>	
Operator Training	Included
Auto Lube System	Included
Stand-up Operator's Console	Included
<b>Trash Tamping Grapple</b>	
Single Cylinder Trash Tamping Grapple	Included
<b>Freight &amp; Installation</b>	
Inbound Freight: Killeen, TX.	\$6,000.00
Teardown & Installation (removal from jobsite responsibility of the City of Killeen)	\$ 32,500.00
<b>Total Bid Price:</b>	<b>\$388,929.00</b>

**Notes**

1. A Civil Engineer will need to be consulted to determine pedestal loads and stud condition install. A Moment, Axial and Torsional Loads sheet, with template will be provided.
2. The following items **ARE NOT** included in the quotation, and are the responsibility of Customer:
  - Rental of any necessary heavy equipment such as cranes, telehandlers, compressors, etc.
  - On-site Electrician to assist with install.
  - Machinery grouting for pedestal base mounting.
  - The pedestal base foundation, mounting bolts, nuts and washers are not included.
  - Customer to have Power supplied to pedestal base of crane and to hydraulic power unit.

**Quotation will remain valid for an order placed on or before 02/28/2024.**

**\*Payment Terms:** 35% Down payment with order, 55% due prior to shipping and 10% due after installation.

National Equipment Dealers, LLC.

Houston: 8111 Mills Rd Houston, TX 77064 | PH: (281) 807-9777 | Fax: (281) 388-1233  
Dallas: 5524 W. Ledbetter Drive, Dallas, TX. 75236 | PH: (214) 388-1700 | Fax: (214) 388-0107





**Pricing is as follows:**

Model 2150-SE w/VFD Remote Power / Remote Operator	List Price
2150-SE VFD Remote Power/Remote Operation w/ 30' Reach Material handling boom	\$397,635.00
<b>Options</b>	
Operator Training	Included
Auto Lube System	Included
Stand-up Operator's Console	Included
<b>Trash Tamping Grapple</b>	
Single Cylinder Trash Tamping Grapple	Included
<b>Freight &amp; Installation</b>	
Inbound Freight: Killeen, TX.	\$6,000.00
Teardown & Installation (removal from jobsite responsibility of the City of Killeen)	\$ 32,500.00
<b>Total Bid Price:</b>	<b>\$436,135.00</b>

**Notes**

1. A Civil Engineer will need to be consulted to determine pedestal loads and stud condition install. A Moment, Axial and Torsional Loads sheet, with template will be provided.
2. The following items **ARE NOT** included in the quotation, and are the responsibility of Customer:
  - Rental of any necessary heavy equipment such as cranes, telehandlers, compressors, etc.
  - On-site Electrician to assist with install.
  - Machinery grouting for pedestal base mounting.
  - The pedestal base foundation, mounting bolts, nuts and washers are not included.
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## LETTER OF AGREEMENT

This is a Letter of Agreement ("Agreement") between the City of Killeen ("City") and Waste Systems Equipment, Inc. ("Contractor"); collectively, the "Parties".

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

Scope of Agreement. The purpose of this Agreement is to enlist the services of the Contractor to:

Provide the Rotobec Optimax 950 SM-R Stationary Loader, inclusive of all standard equipment. This includes the PU 75/75 HP Power Unit, a Special Stick Boom with Protection, Tool Cylinder Kit, Custom Pedestal, 42" Pedestal Riser, 75 HP Harsh Environmental Package, 100' Extension Cables for Remote Operator Controls, Adjustable Limited Rotation, Heavy Duty Booms, Halogen Work Lights, 110% Fluid Capacity Drip Pan, Hydraulic Tool Cylinder Guard, RPA2030C Grapple, RGP-502 Rotator, Custom Lugging, Freight Unit In, Hoses, and 20' Hard Lines Hydraulic Tubing between Loader and Power Unit. Additionally, the Contractor will handle the removal and installation of the new loader, as detailed in the attached Proposal Attachment "A" (the "Project").

Term of Agreement. This Agreement shall become effective on the date that the last required signature is affixed and shall automatically terminate after 365 days.

Consideration. Contractor agrees to provide the services stated above:

\_\_\_\_\_ at the rate of \$     per hour;

X     for the lump sum payment not to exceed \$ 310,556; or

\_\_\_\_\_ progress payments in the total amount not to exceed \$     .

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

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

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

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

Worker's Compensation	Statutory
Automobile Liability	\$500,000 Combined single Limit for each accident (Bodily injury and property damage).
General Liability	\$1,000,000 each occurrence (Bodily injury and property damage).
Professional Liability	\$1,000,000 general aggregate.

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

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

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

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

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

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

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

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

**Contract Verification.** Texas law provides that a governmental entity may not enter into contracts over for goods and services valued at \$100,000 or more with a company that employs at least 10 full-time employees unless the company provides written verification regarding aspects of the company's business dealings. By signing, Contractor agrees to the following:

- Texas Government Code, Chapter 2271 – Contractor must verify that it does not boycott Israel and will not boycott Israel during the term of the contract. Boycott Israel is defined in Texas Government Code Chapter 808.
- Texas Government Code, Chapter 2274 – Contractor must verify that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association. Discriminate, firearm entity and firearm trade association are defined in Texas Government Code Chapter 2274.

- Texas Government Code, Chapter 2276 – Contractor must verify that it does not boycott energy companies and will not boycott energy companies during the term of the contract. Boycott energy company is defined in Texas Government Code Chapter 809.

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

**SIGNED, ACCEPTED, AND AGREED** to by the undersigned Parties, on the dates indicated, who acknowledge that they have read and understand this Agreement and that the Agreement is issued in accordance with local, State, and Federal laws, and the undersigned Parties hereby execute this legal document voluntarily and of their own free will.

City

Contractor

Kent Cagle  
City Manager

Date

Greg Eastland  
Sales Manager

Date



# WASTE SYSTEMS EQUIPMENT, INC.

A TOTAL MUNICIPAL EQUIPMENT SUPPLY COMPANY



"TEXAS' OLDEST REFUSE BODY DEALERSHIP - FAMILY OWNED & OPERATED SINCE 1975"

## Quote

Date: 1/24/2024

Quote # KTSL12424

Expiration Date: 90 Days

<b>From:</b> Waste Systems Equipment, Inc. PO Box 40878 Houston, TX. 77240 www.wastesystemsequipment.com Ph: 713-939-0200 Fx: 713-939-0718 Salesman: Greg Eastland Email: wse1975@sbcglobal.net		<b>To:</b> City of Killeen Purchasing Department 802 N. 2nd Street, Bldg E, 2nd Floor Killeen, TX 76541 Ph: 254-501-7729 Fx: Contact: Lorianne Luciano Email: Lluciano@killeentexas.gov	
<b>Title:</b> Invitation For Bid No. 24-23, Transfer Station Grapple Crane			
<b>Quantity</b>	<b>Description</b>	<b>Sales Price</b>	
1	Rotobec Optimax 950 SM-R Loader, 27' Boom, Loaded Hydraulic Accumulator, Mounted On Loader Turret, Electrical Junction Box, Danfoss Electric Over Hydraulic Proportional Control Valve Assembly, Two Electric Joysticks, Safety Cut Off Switch, 75' Electric Cables	\$152,586.00	
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<b>Total</b>		<b>\$310,556.00</b>	
<b>*Price excludes freight &amp; any applicable sales, use or federal tax, license, title or registration fees unless otherwise stated.</b>			

10:11 AM

2/28/2024

\*Prices valid 30 days, unless otherwise stated.

# 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.

Waste Systems Equipment, inc  
Houston, TX United States

Certificate Number:  
2024-1123175

Date Filed:  
02/13/2024

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

City of Killeen

Date Acknowledged:  
03/27/2024

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

Bid No. 24-23

Transfer Station Grapple Crane, Rotobec Optimax, and other equipment if needed

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

5 Check only if there is NO Interested Party.



## 6 UNSWORN DECLARATION

My name is \_\_\_\_\_, and my date of birth is \_\_\_\_\_.

My address is \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.  
(street) (city) (state) (zip code) (country)

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

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

\_\_\_\_\_  
Signature of authorized agent of contracting business entity  
(Declarant)

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

## OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:  
2024-1123175

Date Filed:  
02/13/2024

Date Acknowledged:

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

Waste Systems Equipment, inc  
Houston, TX United States

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

City of Killeen

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Bid No. 24-23

Transfer Station Grapple Crane, Rotobec Optimax, and other equipment if needed

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

5 Check only if there is NO Interested Party.



## 6 UNSWORN DECLARATION

My name is HOLON CHANG, and my date of birth is 12/07/1994.

My address is 2402 BRISTOL BAND LANE KATY TX 77450 USA.  
(street) (city) (state) (zip code) (country)

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

Executed in HARRIS County, State of TEXAS, on the 13 day of FEB, 2024.  
(month) (year)

Holon Chang  
Signature of authorized agent of contracting business entity  
(Declarant)



**AWARD BID NO. 24-23**  
**TRANSFER STATION CRANE**

**RS-24-059**

**March 19, 2024**



# Background

2

- ❑ The Transfer Station relies on two stationary grapple cranes to compact municipal solid waste (msw) into departing trailers to maximum capacity.
  - ❑ One purchased in 2015 and one purchased in 2019.
- ❑ The Bultrite purchased in 2015 has reached the end of its operational lifespan, frequently experiencing overheating issues necessitating shutdowns.
- ❑ On September 12, 2023, City Council approved the FY24 CIP budget which included purchase of a replacement crane.

# Background

3

- On January 25, 2024, Purchasing received three (3) bids in response to Bid No. 24-23, Transfer Station Grapple Crane.
  - ▣ National Equipment Dealers (2)
  - ▣ Waste Systems Equipment, Inc
- Funds are allocated in the FY24 CIP budget for the crane in the amount of \$436,135.



4

## Current Bultrite Models 2100s

They play a crucial role in compacting municipal solid waste and ensuring uniform distribution within the trailers. These cranes ensure that each departing trailer is loaded to its maximum capacity.



5

## Rotobec Optimax 950SM-R

Rotobec Equipment is acclaimed for its innovative designs, prioritizing reliability and durability, and incorporating cutting-edge technologies throughout its production processes.

# Recommendation

6

- Authorize the award of Bid No. 24-23 Transfer Station Crane to Waste Systems Equipment, Inc. and authorize the City Manager or his designee to execute a letter of agreement with Waste Systems Equipment, Inc. in an amount not to exceed \$310,556.

# 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.

Waste Systems Equipment, inc  
Houston, TX United States

Certificate Number:  
2024-1170847

Date Filed:  
06/04/2024

Date Acknowledged:

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

City of Killeen

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

Bid No. 24-23

Transfer Station Grapple Crane, Rotobec Optimax, and other equipment if needed.

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

5 Check only if there is NO Interested Party.



### 6 UNSWORN DECLARATION

My name is HELEN CHANG, and my date of birth is 12/7/1994.

My address is 2402 BRISTOL BAND LANE, KATY, TX, 77450, USA.  
(street) (city) (state) (zip code) (country)

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

Executed in HARRIS County, State of TEXAS, on the 4 day of JUN, 20 24.  
(month) (year)

Helen Chang

Signature of authorized agent of contracting business entity  
(Declarant)



# CHANGE ORDER NO. 1 TRANSFER STATION CRANE

RS-24-118

July 2, 2024



# Background

2

- ❑ The Transfer Station relies on two stationary grapple cranes to compact municipal solid waste in trailers to the maximum capacity for transport to the landfill.
- ❑ On March 26, 2024, City Council approved item RS-24-059 for purchase of a Robotec Optimax Stationary Crane from Waste Systems Equipment, Inc. in an amount not to exceed \$310,556.
- ❑ After a site visit it was recommended that a “soft-start system” be added to the crane unit to protect the electrical system at the Transfer Station, in an amount of \$5,316.





3

## Rotobec Optimax 950SM-R

Rotobec Equipment is acclaimed for its innovative designs, prioritizing reliability and durability, and incorporating cutting-edge technologies throughout its production processes.

# Recommendation

4

- ❑ Authorize the increase in funding through amendment #1 to include the soft start system with the purchase of the transfer station crane and authorize the City Manager, or his designee, to execute amendment #1 in an amount not to exceed \$5,316 to Waste Systems Equipment, Inc. for a total agreement amount of \$315,872.



# City of Killeen

## Staff Report

File Number: RS-24-119

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1	City Council Workshop	07/02/2024	reviewed and referred	City Council	07/09/2024
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Consider a memorandum/resolution purchasing aquatic chemicals through a BuyBoard Cooperative Contract #701-23, Commercial Swim Aquatics, in an amount of \$104,536.80.

**DATE:** July 2, 2024

**TO:** Kent Cagle, City Manager

**FROM:** Jarrod Provost, Interim Executive Director of Parks and Recreation

**SUBJECT:** Purchase of Aquatic Chemicals from Commercial Swim Aquatics in an amount of \$104,536.80

### **BACKGROUND AND FINDINGS:**

The City of Killeen operates three (3) aquatic facilities: Family Aquatic Center, Long Branch Pool, and Junior Service League Spray Park. All three facilities are open Memorial Day weekend until Labor Day weekend each year.

In April 2023 City Council approved the purchase of aquatic chemicals through Progressive Commercial (23-062R) based off the Buyboard contract #613-20 in an amount not to exceed \$85,000. Progressive Commercial can no longer fulfill the City's needs for aquatic chemicals therefore Parks and Recreation is requesting to purchase from Commercial Swim Aquatics based off of their Buyboard Cooperative Contract #701-23.

The current amount committed for this service as of May 14, 2024, is \$46,274.88. Of that committed amount, \$40,000 was encumbered under PO 240433 to Progressive Commercial. Upon approval of Commercial Swim Aquatics, this PO will be closed, and remaining funds will be encumbered to Commercial Swim Aquatics

Commercial Swim Aquatics will provide essential aquatic chemicals for all 3 facilities. Chemicals such as chlorine and bromine are added to treated venues to protect swimmers from the spread of germs and prevent outbreaks. Other pool chemicals help with the disinfection process, improve water quality, stop corrosion and scaling of equipment, and protect against algal growth.

The chlorine cost increase per pound and usage of chemicals for FY2024 has resulted in the original amount requested for aquatic chemicals exceeding the \$85,000 initially requested. The total annual estimated cost and budgeted expenditures for this service is \$104,536.80.

**THE ALTERNATIVES CONSIDERED:**

Approve the purchase of aquatics chemicals through a BuyBoard Cooperative contract#701-23 Commercial Swim in an amount of \$104,536.80.

**Which alternative is recommended? Why?**

Approve the purchase of aquatics chemicals through a BuyBoard Cooperative contract#701-23 Commercial Swim in an amount of \$104,536.80. Without adequate pool chemicals, the City Aquatics Facilities will have to close. The purchase is needed to protect the safety and wellbeing of patrons and City staff working at the facility.

**CONFORMITY TO CITY POLICY:**

The purchase of aquatic chemicals will be done through a BuyBoard Cooperative contract#701-23 with Commercial Swim Aquatics. Purchases made through a cooperative contract are exempt from the competitive bidding process as stated in Texas local Government Code, Section 271-102, subchapter F; a local government that purchases goods or services under this subchapter satisfies any state law requiring the local government to seek competitive bids for the purchases of goods or services.

**FINANCIAL IMPACT:**

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

Purchases for aquatic chemicals are estimated to be \$104,536.80 for FY 2024. \$108,000 is included in the FY 2025 Budget.

**Is this a one-time or recurring revenue/expenditure?**

Recurring expenditure

**Is this revenue/expenditure budgeted?**

Yes, funds are available in the General Fund Parks & Recreation Aquatics Division account 010-3027-429.41-75.

**If not, where will the money come from?**

N/A

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

Yes

**RECOMMENDATION:**

Staff recommends that City Council approve the purchase of aquatic chemicals through a BuyBoard Cooperative contract#701-23 Commercial Swim Aquatics in an amount of \$104,536.80.

**DEPARTMENTAL CLEARANCES:**

Purchasing  
Finance  
Legal

**ATTACHED SUPPORTING DOCUMENTS:**

1295  
Contract Verification  
Contract



### Contract Verification

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

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

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

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

  
Signature

Michelle Bouzek  
Printed Name

4/12/24  
Date

Commercial Swim Management  
Company Name

managing member  
Title

## LETTER OF AGREEMENT

This is a Letter of Agreement (“Agreement”) between the **City of Killeen** (referred to herein as “City”) and Commercial Swim Management, LLC (referred to herein as “Contractor”), collectively the “Parties”.

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

Scope of Agreement. The purpose of this Agreement is to enlist the services of Contractor to provide Chemicals for 2024 season to Family Aquatic Center, Long Branch Pool and Long Branch Splash Pad (see Attachment A):

37.5# bucket Versa Chlor tabs (minimum 1 pallet order) \$106.88 ea.  
55 gal drum Acid Magic (\$10 drum handle fee charged per drum) \$660.00 ea.  
50# bag sodium bicarbonate \$45.00 ea.  
100# bucket cal hypo granular \$375.00 ea.  
50# bucket trichlor granular \$375.00 ea  
100# cyanuric acid \$280.00 ea  
50# bag soda ash \$45.00 ea  
50# bag sodium thiosulfate \$ 150.00 ea.  
\$25.00 delivery fee charged on every order. the “Project”).

Term of Agreement. This Agreement shall commence on the \_\_\_\_day of \_\_\_\_\_ 20\_\_\_\_, and terminate one year after commencement date.

Consideration. Contractor agrees to provide the services stated above:

\_\_\_\_ at the rate of \$ NA per hour; or

x for an estimated amount not to exceed \$104,536.80

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

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

Standard of Care. The standard of care for all related services performed or furnished by Contractor under this Agreement will be the skill ordinarily used by

members of the Contractor's profession practicing under similar circumstances at the same time and in the same locality.

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

Worker's Compensation	Statutory
Automobile Liability	\$500,000 Combined single Limit for each accident (Bodily injury and property damage).
General Liability	\$1,000,000 each occurrence (Bodily injury and property damage).
Professional Liability	\$1,000,000 general aggregate.

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

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

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

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

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

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

Survival. Any provision of this Agreement providing for indemnity, insurance or a duty that necessarily will not be completed until after the expiration or termination of this



Agreement shall continue in full force and effect until such a time as all duties have been fully performed or agreement has expired.

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

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

**SIGNED, ACCEPTED AND AGREED TO** this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by the undersigned Parties who acknowledge that they have read and understand this Agreement and that the Agreement is issued in accordance with local, State, and Federal laws, and the undersigned Parties hereby execute this legal document voluntarily and of their own free will.

City

Contractor



\_\_\_\_\_  
Judith Tangalin  
Executive Director of Finance

\_\_\_\_\_  
Printed: Mitchell Bouzek  
Title: Managing member

## Attachment A

Based on the historical usage of all three (3) facilities, the following minimum amounts will be ordered:

PRODUCT						
	FAC	Long Branch Pool	Splash Pad	Unit of issue	PPU	Total
VERSA CHLOR TABS	6	2	1	37.5lb bucket Min. pallet order	\$106.88 X 48 buckets	\$46,171.80
ACID MAGIC	45	20	0	55 gal. drum	\$670.00	\$43,550.00
SODIUM BICARBONATE	1	1	1	50lb bag	\$45.00	\$135.00
CAL HYPO GRANULAR	10	2	2	100lb bucket	\$375.00	\$5,250.00
TRICHLOR GRANULAR	1	1	1	50lb bucket	\$375.00	\$1,125.00
CYANURIC ACID	11	7	5	100lb bucket	\$280.00	\$6440.00
SODA ASH	1	1	1	50lb. bag	\$280.00	\$840.00
SODIUM THIOSULFATE	1	1	1	50lb. bag	\$150.00	\$450.00
DELIVERY FEE PER ORDER				23 deliveries	\$25.00	\$575.00
TOTAL						\$104,536.80

# 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.

Commercial Swim Management, LLC  
Hutto, TX United States

Certificate Number:  
2024-1146020

Date Filed:  
04/12/2024

Date Acknowledged:

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

City of Killeen

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.

1041392494

Installation of equipment in pool pump

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

5 Check only if there is NO Interested Party.



## 6 UNSWORN DECLARATION

My name is Michelle Bouzek, and my date of birth is 10-13-71.

My address is 20234 Keilman Ln, Flugerville, Tx, 78660, USA.  
(street) (city) (state) (zip code) (country)

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

Executed in Travis County, State of Texas, on the 12 day of April, 20 24.  
(month) (year)

  
Signature of authorized agent of contracting business entity  
(Declarant)

A stylized graphic in the background featuring a grey swimmer's arm reaching upwards towards a five-pointed star, with a curved line suggesting a trajectory or path.

# PURCHASE OF AQUATICS CHEMICALS THROUGH COMMERCIAL SWIM AQUATICS

RS-24-119

July 2, 2024

# Background

2

- ❑ The City of Killeen operates three (3) aquatic facilities: Family Aquatic Center, Long Branch Pool, and Junior Service League Spray Park. All three open Memorial Day weekend until Labor Day weekend each year
- ❑ Without adequate pool chemicals, the City aquatic facilities will have to close, to protect the safety and wellbeing of patrons and city staff working at the facility.
- ❑ The last service agreement was approved by Council in April 2023 with Progressive Commercial.

# Background

- ❑ Progressive Commercial can no longer fulfill the City's needs for aquatic chemicals therefore staff is requesting to purchase from Commercial Swim Aquatics through their Buyboard Cooperative Contract #701-23.
- ❑ Commercial Swim Aquatics will provide aquatic chemicals for the total annual estimated cost of \$104,536.80 (same cost as Progressive Commercial).
- ❑ The City has recently worked with Commercial Swim Aquatics for aquatic projects and received excellent customer service.

# Background

2

- The current amount committed for this service as of May 14, 2024, is \$46,274.88. Of that committed amount, \$40,000 was encumbered under PO 240433 to Progressive Commercial. Upon approval of Commercial Swim Aquatics, this PO will be closed, and remaining funds will be encumbered to Commercial Swim Aquatics.

# Recommendation

5

- Approve the purchase of aquatic chemicals from BuyBoard Cooperative #701-23 Commercial Swim Aquatics in an amount of \$104,536.80.





# City of Killeen

## Staff Report

File Number: RS-24-120

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1	City Council Workshop	07/02/2024	reviewed and referred	City Council	07/09/2024
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Consider a memorandum/resolution rejecting bids received for Bid 24-38, Stonetree Golf Club Bunker Renovations.

**DATE:** July 2, 2024

**TO:** Kent Cagle, City Manager

**FROM:** Jarrod Provost, Interim Executive Director of Parks and Recreation

**SUBJECT:** Reject bids received for Bid 24-38, Stonetree Golf Club Bunker renovations.

### **BACKGROUND AND FINDINGS:**

On May 6, 2024, two (2) bids were received for Stonetree Golf Club Bunker renovations.

This project was to include survey and staking, clearing, grading, and removal of the old bunker, sand, the construction of the bunkers and grassing.

Bidders	Total Bid Amount
Viridity, LLC.	\$497,176.00
Greenscapes Six, LLC.	\$815,389.75

We have \$173,340 budgeted in our CIP/Projects/Construction account, unfortunately this is not sufficient to cover the cost of the lowest bid.

### **THE ALTERNATIVES CONSIDERED:**

N/A

### **Which alternative is recommended? Why?**

Due to the circumstances, the recommendation is to reject all bids and explore options to complete the work in-house.

### **CONFORMITY TO CITY POLICY:**

This resolution conforms to city policies and Texas Local Government Code, Section 252.043.

**FINANCIAL IMPACT:**

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

N/A

**Is this a one-time or recurring revenue/expenditure?**

One-time expenditure

**Is this revenue/expenditure budgeted?**

Yes, \$173,340.00 is available in the Governmental CIP Fund account 349-8930-493.69-03. However, this is not sufficient funding to cover the cost of the lowest proposed bid.

**If not, where will the money come from?**

A budget transfer from other projects would need to occur for the additional funding. This would result in the delay or cancellation of the projects the funding would be taken from.

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

N/A

**RECOMMENDATION:**

Staff recommends that the City Council reject all received bids for Bid 24-38, Stonetree Golf Club Bunker renovations.

**DEPARTMENTAL CLEARANCES:**

Purchasing  
Finance  
Legal

**ATTACHED SUPPORTING DOCUMENTS:**

Bids  
Bid Specifications  
Presentation

Bid 1



Viridity, LLC  
16750 S Country Club Dr. Village of Loch Lloyd, MO

<b>BID FORM -- Bunker Removal / Renovation</b>				
<b>STONETREE GOLF CLUB</b>				
Killeen, Texas				
February 14, 2024				
<b>OVERHEAD</b>	<b>Quantities</b>	<b>Units</b>	<b>Unit Cost</b>	<b>Amount</b>
1 Mobilization	1	LS	\$ 95,000.00	\$ 95,000.00
2 General Conditions	1	LS	\$ 7,500.00	\$ 7,500.00
3 Survey (all disturbed areas, bunkers, Cap-con, any added drainage)	1	LS	\$ 4,000.00	\$ 4,000.00
<b>GREEN-SIDE BUNKER REMOVAL &amp; RE-MODEL</b>				
4 Bunker Sand Removal and Stockpile On Each Hole	27,230	SF	\$ 0.95	\$ 25,868.50
5 Remove and Dispose of Existing Fabric Liner Off-site	1	LS	\$ 12,000.00	\$ 12,000.00
6 Bunker Fill-in Using Imported Topsoil	13,000	SF	\$ 1.75	\$ 22,750.00
7 Sod-strip (6') Around Perimeter Of Each Bunker To Be Renovated To Generate Material For Slope Reduction/Floor-raising & Tie-ins (Allowance)	13,000	SF	\$ 0.35	\$ 4,550.00
8 Purchase and Install Northbridge Bermuda For Bunker Removals & Renovated Bunker Perimeters Incl Preparation (Allowance)	45,500	SF	\$ 1.10	\$ 50,050.00
9 Bunker Gravel/Pipe Removal & Disposal (gravel on-site; pipe off-site) (Allowance)	3,000	LF	\$ 1.40	\$ 4,200.00
10 Shape New & Enlarge Existing Bunkers Per Plan	12,000	SF	\$ 1.75	\$ 21,000.00
11 Re-Shape All Bunkers To Remain (raising floors & softening slopes)	6,045	SF	\$ 1.25	\$ 7,556.25
12 12" Catch Basin Riser w/ Metal Grate (Allowance)	10	EA	\$ 1,500.00	\$ 15,000.00
13 Bunker Edging and Floor Contouring (verify functioning drainage outfalls)	18,045	SF	\$ 1.30	\$ 23,458.50
14 Bunker Liner (JM Evalith fabric liner) (35%)	6,315	SF	\$ 1.20	\$ 7,578.00
15 Capillary Concrete Bunker Liner (65%)	11,730	SF	\$ 5.25	\$ 61,582.50
16 Bunker Sand Purchase ("USGA Top-dressing Sand" by Texas Sports Sand")	18,045	SF	\$ 2.30	\$ 41,503.50
17 Bunker Sand Placement (Compacted: 4" min, 6" max)	18,045	SF	\$ 1.75	\$ 31,578.75
<b>DRAINAGE ALLOWANCES</b>				
18 (4") Perforated N-12 Drain Pipe With Gravel (Allowance)	2,000	LF	\$ 15.00	\$ 30,000.00
19 (4") Solid N-12 Drain Pipe (Allowance)	2,000	LF	\$ 12.00	\$ 24,000.00
20 (6") Solid N-12 Drain Pipe (Allowance)	500	LF	\$ 16.00	\$ 8,000.00
<b>Sub-Total</b>				\$ 497,176.00
<b>Texas Renovation Tax (8.25%)</b>				<b>EXEMPT</b>
<b>PROJECT TOTAL</b>				<b>\$ 497,176.00</b>



Greenscapes Six, LLC  
13 Private RD 1160 Liberty, TX 77575

BID FORM -- Bunker Removal / Renovation								
STONE TREE GOLF CLUB								
Killeen, Texas								
February 14, 2024								
OVERHEAD					Quantities	Units	Unit Cost	Amount
1	Mobilization				1	LS	\$ 50,200.00	\$ 50,200.00
2	General Conditions				1	LS	\$ 101,800.00	\$ 101,800.00
3	Survey (all disturbed areas, bunkers, Cap-con, any added drainage)				1	LS	\$ 31,000.00	\$ 31,000.00
GREEN-SIDE BUNKER REMOVAL & RE-MODEL								
4	Bunker Sand Removal and Stockpile On Each Hole				27,230	SF	\$ 1.60	\$ 43,568.00
5	Remove and Dispose of Existing Fabric Liner Off-site				1	LS	\$ 31,850.00	\$ 31,850.00
6	Bunker Fill-in Using Imported Topsoil				13,000	SF	\$ 4.60	\$ 59,800.00
7	Sod-strip (6") Around Perimeter Of Each Bunker To Be Renovated To Generate Material For Slope Reduction/Floor-raising & Tie-ins (Allowance)				13,000	SF	\$ 1.75	\$ 22,750.00
8	Purchase and Install Northbridge Bermuda For Bunker Removals & Renovated Bunker Perimeters Incl Preparation (Allowance)				45,500	SF	\$ 1.10	\$ 50,050.00
9	Bunker Gravel/Pipe Removal & Disposal (gravel on-site; pipe off-site) (Allowance)				3,000	LF	\$ 4.00	\$ 12,000.00
10	Shape New & Enlarge Existing Bunkers Per Plan				12,000	SF	\$ 6.50	\$ 78,000.00
11	Re-Shape All Bunkers To Remain (raising floors & softening slopes)				6,045	SF	\$ 4.25	\$ 25,691.25


12	12" Catch Basin Riser w/ Metal Grate (Allowance)	10	EA	\$ 2,135.00	\$	21,350.00
13	Bunker Edging and Floor Contouring (verify functioning drainage outfalls)	18,045	SF	\$ 3.20	\$	57,744.00
14	Bunker Liner (JM Evalith fabric liner) (35%)	6,315	SF	\$ 5.80	\$	36,627.00
15	Capillary Concrete Bunker Liner (65%)	11,730	SF	\$ 7.40	\$	86,802.00
16	Bunker Sand Purchase ("USGA Top-dressing Sand" by Texas Sports Sand")	18,045	SF	\$ 1.90	\$	34,285.50
17	Bunker Sand Placement (Compacted: 4" min, 6" max)	18,045	SF	\$ 1.60	\$	28,872.00
	<b>DRAINAGE ALLOWANCES</b>					
18	(4") Perforated N-12 Drain Pipe With Gravel (Allowance)	2,000	LF	\$ 10.00	\$	20,000.00
19	(4") Solid N-12 Drain Pipe (Allowance)	2,000	LF	\$ 8.50	\$	17,000.00
20	(6") Solid N-12 Drain Pipe (Allowance)	500	LF	\$ 12.00	\$	6,000.00
	Sub-Total				\$	815,389.75
	Texas Renovation Tax (8.25%)					EXEMPT
	PROJECT TOTAL				\$	815,389.75



## Stonetree Golf Club Bunker Renovations

 Invitation For Bid



 Purchasing


 91225


**Project ID:** 24-38

**Release Date:** Monday, May 6, 2024

**Due Date:** Thursday, May 23, 2024 2:00pm

 Posted  Monday, May 6, 2024 8:14am

 Bid Unsealed Thursday, May 23, 2024 2:15pm by Lorianne Luciano

 Pricing Unsealed Thursday, May 23, 2024 2:15pm by Lorianne Luciano

*All dates & times in Central Time*

## 4. Bid Specifications

### SURVEY AND STAKING

The Contractor is responsible for all survey and staking for the project.

The Contractor shall provide 1" = 20' GPS as-built drawings (hard copies and AutoCAD files) of all bunkers and drainage infrastructure installed or modified in this project. As-builts must be submitted to Owner prior to release of final payment.

Prior to beginning work on any hole, the Contractor and the Owner shall determine the routes for access to each area of work and the Contractor shall install stakes with yellow nylon rope or other approved method to outline the limits of access. Any rutting or turf damage in these areas caused by the Contractor's construction activities shall be repaired to the satisfaction of the Owner. Payment for turf repair shall be covered under the allowance included in the bid proposal. There will be no separate payment for repair of rutting in non-turf areas. The Owner will minimize irrigation in the area of the access routes to minimize rutting. The contractor shall also place a minimum layer of 4 inches of native or removed bunker sand on top of any cart path areas that are included in the haul roads.

### **CLEARING, GRADING, AND REMOVAL**

**Bunkers** – The Contractor shall be responsible for removing bunker sand from the bunkers and stockpiling the sand in rough areas on each hole as designated by the golf course superintendent. The Contractor shall perform the sand removal operation so that no native soil, rock, or other material is removed from the bunker and placed in the roughs. The Contractor will be required to remove any deleterious material placed in the roughs as directed by the Owner. Contractor will be responsible for disposing of any damaged drainage pipe off-site. Gravel, sod, and fabric bunker liner shall be disposed of in bury pits at locations determined by the Owner.

Any damages to the existing irrigation system caused by the Contractor during any of the clearing, grading, or removal operations shall immediately be repaired by the Contractor to the satisfaction of the Owner and at no cost to the Owner. If the Contractor does not immediately make such repairs, the Owner reserves the right to make the repairs and deduct the cost of the repairs from any money due to the Contractor. The Contractor is responsible for making any elevation adjustments to the irrigation heads due to the proposed construction.

### **BUNKER CONSTRUCTION**

For all existing bunkers that are to remain, the Contractor is responsible for verifying functional drainage, re-establishing the edges, and re-contouring the floor of the bunker as necessary to ensure proper drainage. Solid or perforated drain pipe that has been

damaged, and determined by the Owner to need replacement, shall be removed and replaced as described below. Payment for such removal and replacement shall be per the allowances contained in the schedule of values. Sand bunker edges will be marked for trimming by the Owner. The edges shall be excavated vertically a minimum of 6 inches and the turf adjacent to the vertical edge will be sod cut and removed for a minimum of 12 inches beyond the vertical edge. In locations where sand has built up along the greenside edge of the bunker, the Contractor shall cut the existing sod, remove the excess sand build-up, and re-lay the existing sod or install new sod as directed by the Owner. The Owner shall determine in conjunction with the Contractor the extent of the re-contouring/re-shaping of the bunkers and bunker floors. Any re-contoured area shall be water settled and mechanically compacted with a hand-operated compacting machine to ninety-five (95) percent of maximum dry density as determined by ASTM D698 (Standard Proctor). Absolutely no loose soil shall remain in the bunker cavity prior to bunker liner and sand being placed.

After shaping of the bunkers per the approved plans has been completed, final bunker edges will be marked for trimming by the Owner. The edges shall be excavated vertically a minimum of 6 inches per the bunker detail. The bunker faces and floor shall be water settled and mechanically compacted with a hand-operated compacting machine to ninety-five (95) percent of maximum dry density as determined by ASTM D698 (Standard Proctor). Absolutely no loose soil shall remain in the bunker cavity prior to bunker liner and sand being placed.

All drain lines within sand bunkers shall be constructed with a drainage trench (minimum 9" x 9"). Each trench shall be backfilled with washed gravel of approved quality and consistency. The trench shall also contain a four (4) inch diameter perforated drain pipe (ADS N-12 Dual Wall or approved equal) bedded with a minimum of two (2) inches of gravel below the pipe and completely around and over the pipe within the trench per the project detail. Each drainage trench shall slope a minimum of one (1) percent, and the perforated portion of the drain pipe shall terminate at the low point of the sand bunker at a connection to a four (4) inch solid drainage discharge pipe (ADS N-12 Dual Wall or approved equal). Payment for perforated drainage pipes for new bunkers shall be included in the unit price per square foot for new bunker construction.



All drainage pipes shall be buried with an acceptable fourteen (14)-gauge direct burial tracer wire directly on top of the perforated pipe within the trench. The Contractor shall submit the tracer wire to be used for approval by Owner prior to installation.

No water will be permitted to stand in any portion of any bunker, which is to be accomplished by ensuring that bunker sub-grades drain to a low point. The low point of each sand bunker shall be connected to a four (4) inch diameter solid drainage pipe (ADS N-12 Dual Wall or equal) that shall extend to connect to the master drainage system or nearest outfall, unless otherwise indicated. Any low areas in the Capillary Concrete footer trench shall be drained by either the installation of a 4" perforated pipe in gravel or a 2" deep by 9" wide gravel trench dug from any low area in the footer trench to connect to a drainage trench in the bunker floor.

No liner or sand shall be placed in any bunker until the Owner has approved the bunker drainage, shape, depth, and compaction. Bunker liner shall be a combination of JM Evalith 013/140 in the bottoms of the bunkers and Capillary Concrete on the slopes per the detail provided and manufacturer's instructions. Hardware for anchoring Evalith shall be 60d 6" galvanized common nails with 5/16" x 1- 1/2" galvanized fender washers. Nails and washers shall be installed at 18" on center. If sub-grade conditions permit, 6" x 1" x 6" square head, chisel point, 8-gauge, galvanized staples may be substituted for nails/washers on the bunker floor at the Owner's sole discretion. After the nails or washers have been installed, Liquid Nail shall be placed over the top of each fastener.

After the installation of the Capillary Concrete, the Contractor shall install one strip of sod along the edge of the bunker with a minimum of 4" of the sod placed and pinned on the vertical face above the top of the Capillary Concrete, with the remainder of the sod rolled over the bunker edge and pinned around the edge of the bunker per the bunker detail.

After final approval of all drainage and lining, the sand shall be spread throughout the bunker at a minimum depth of four (4) inches on bunker faces and six (6) inches on bunker floors after compaction. Spreading of sand shall not be done until any surrounding area that has been disturbed has been re-sodded to prevent sediment contamination of the sand. If sediment contamination occurs, the Contractor will be required to remove all contaminated sand and replace with approved clean sand at Contractor's expense. If any sand bunker

has more than the required depth of sand, the Contractor shall be responsible for removing the excess sand at no cost to the Owner. If the sand is under the recommended depth, more sand must be added by the Contractor to ensure compliance to the specification, at no additional cost to the Owner.

The Contractor shall clean out each bunker prior to sand installation. This cleaning out work shall include removal of any leaves, organic matter or debris, or foreign objects that might be found in a given bunker. Should a delay occur which allows erosion of slopes and banks, silt-in of pipes, weed growth, or any other damage or contamination of the bunker between approval by the Owner of the bunker clean-up and edging and the installation of the liner and sand, it is the Contractor's responsibility to restore the bunker to the previously approved condition before the liner and sand are installed. The Contractor is responsible for controlling and removing any vegetative growth within sand bunkers during construction. This is to be done on a weekly basis.

Bunker sand is to be either Pro/Angle bunker sand produced by RW Sidley or BESTSAND Signature 900 bunker sand produced by Covia. The contractor shall supply to the Owner an initial bunker sand gradation analysis for use as a baseline prior to any sand being delivered to the site, and then obtain and provide the Owner a gradation analysis for every 500 tons of bunker sand delivered. The Owner retains the right to reject any bunker sand that differs significantly in composition or gradation from the original baseline test results.

Sand shall be placed in the bunker and compacted, using a hand-operated vibratory compaction machine, to a very firm, packed condition. Sand shall be installed at the following compacted depths:

<u>Area</u>	<u>Min. Depth</u>	<u>Max. Depth</u>
Center Portion of a Bunker	6"	6"
Back Lip of Bunker - Tee Side	4"	6"
Forward Lip - Flat Bunker	4"	6"
Forward Lip - Steep Slope Face	4"	6"

***NOTE: Measurements of bunker areas for billing purposes shall be based on the as-built two-dimensional measurements of the outside edges of the bunker and the edge of the Capillary Concrete liner within the bunker.***

## **GRASSING**

Grass - The source of all grass proposed for use by the Contractor must be approved in advance by the Owner.

Sod (Bermuda 419) - All sod will be certified free of weeds, pests, and as to the purity of the stated varieties. At the discretion of the Owner, the sod will be inspected prior to harvesting and installation of any sod. All sod shall be sand-based sod.

All sod shall be installed to provide a smooth transition from the surrounding turf or soil to the sod and from the sod. The Contractor shall provide and plant the sod by delivering it to the site, and having it planted on the ground within (48) forty-eight hours after it has been harvested. No gaps shall exist between sod squares. The Owner shall be final judge as to the condition of all planted areas after sodding, and all areas must meet the Owner's approval. All sodded areas will be rolled by the Contractor with a smooth type roller after planting.



REJECTING BIDS RECEIVED FOR BID #24-  
38 STONETREE GOLF CLUB BUNKER  
RENOVATIONS

RS-24-120

July 2, 2024

# Background

2

- May 6, 2024 – Two bids were received for Stonetree Golf Club Bunker renovations.

Bidders	Total Bid Amount
Viridity, LLC.	\$497,176.00
Greenscapes Six, LLC.	\$815,389.75

- All bids were over what was currently budgeted in the CIP Projects/Construction account.
- State law and the bid document allows the governing body to reject all bids.

# Recommendation

3

Staff recommends that City Council reject the bids received for Bid #24-38, Stonetree Golf Club Bunker renovations.



# City of Killeen

## Staff Report

File Number: RS-24-121

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1	City Council Workshop	07/02/2024	reviewed and referred	City Council	07/09/2024
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Consider a memorandum/resolution authorizing the execution of an agreement with Harrison Roofing Co., Inc., for the Hangar Roof Rehabilitation Project at Skylark Field, in the amount of \$75,791.43.

**DATE:** July 2, 2024

**TO:** Kent Cagle, City Manager

**FROM:** Mike Wilson, Executive Director of Aviation

**SUBJECT:** Agreement with Harrison Roofing Co., Inc., for the Hangar Roof Rehabilitation Project at Skylark Field

### **BACKGROUND AND FINDINGS:**

The City of Killeen owns and maintains two large commercial use hangars at Skylark Field. These hangars are currently leased and occupied by active businesses that generate revenue for the Airport and the City.

Over the last several years, the hangars have begun to develop roof issues and, despite frequent repairs, have continued to deteriorate. One hangar has now reached a point where it can no longer be effectively repaired. The other hangar's roof is still repairable. However, both have become a safety hazard to the tenants leasing the hangars and the aircraft stored in them. The Hangar Roof Rehabilitation Project consists of a full roof replacement of one hangar, which is approximately 35 years old, and significant repairs to the roof of the other.

Staff solicited quotes for the Project through the Sourcewell Purchasing Cooperative and TIPS National Purchasing Cooperative. In response to that solicitation, Staff received quotes from Harrison Roofing Co., Inc., R&L Global, Inc., and Roof Connect National Roofing Services. After a thorough review of each quote by Airport Staff, Harrison Roofing Co., Inc, was selected as the preferred choice as it was the lowest responsive and responsible bidder and provided the best value to the City.

Staff then negotiated an agreement with Harrison Roofing Co., Inc., to complete the Project for an amount of \$75,791.43.

### **THE ALTERNATIVES CONSIDERED:**

N/A

**Which alternative is recommended? Why?**

N/A

**CONFORMITY TO CITY POLICY:**

This purchase of services will be made through the TIPS National Purchasing Cooperative on contract #23010401. Pursuant to Texas Local Government Code Section 271.102, purchases made through a cooperative purchasing program are exempt from the competitive bidding process.

**FINANCIAL IMPACT:**

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

The expenditure in the current fiscal year is \$75,791.43.

**Is this a one-time or recurring revenue/expenditure?**

This is a one-time expenditure.

**Is this revenue/expenditure budgeted?**

Yes, funds are available in the Aviation CIP Fund in account 523-8905-493.69-03.

**If not, where will the money come from?**

N/A

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

Yes

**RECOMMENDATION:**

Staff recommends that the City Council authorize the execution of the agreement with Harrison Roofing Co., Inc., in the amount of \$75,791.43 and authorize the City Manager, or designee, to execute all contract documents and any and all change orders or actions within the amounts set by state and local law.

**DEPARTMENTAL CLEARANCES:**

Finance  
Legal  
Purchasing

**ATTACHED SUPPORTING DOCUMENTS:**

Agreement  
Contract Verification Form



Certificate of Interested Parties  
Presentation




### Contract Verification

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

- Texas Government Code, Chapter 2271 – the company must verify that it does not boycott Israel and will not boycott Israel during the term of the contract. *Boycott Israel is defined in Government Code Chapter 808.*
- Texas Government Code, Chapter 2274 – the company must verify that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association. Verification is not required from a sole source provider. *Discriminate, firearm entity and firearm trade association are defined in Government Code Chapter 2274.*
- Texas Government Code, Chapter 2276 – the company must verify that it does not boycott energy companies and will not boycott energy companies during the term of the contract. *Boycott energy company is defined in Government Code Chapter 809.*

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

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

  
\_\_\_\_\_  
Signature

Chris Nichols  
\_\_\_\_\_  
Printed Name

5-20-24  
\_\_\_\_\_  
Date

Harrison Roofing Co., Inc.  
\_\_\_\_\_  
Company Name

Project Manager  
\_\_\_\_\_  
Title

## LETTER OF AGREEMENT

This Letter of Agreement ("Agreement") is entered into by and between the City of Killeen, Texas ("City") and Harrison Roofing Co., Inc. ("Contractor"); collectively, the "Parties".

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

Scope of Agreement. The purpose of this Agreement is to enlist the services of the Contractor to:

replace one roof and repair one roof on two hangars located at Skylark Field. Said services are more thoroughly described in the attached scope of work; attached hereto and incorporated herein as Exhibit "A" (the "Project").

Term of Agreement. This Agreement shall become effective on the date that the last required signature is affixed and shall automatically terminate following completion of the Project.

Consideration. Contractor agrees to provide the services stated above:

\_\_\_\_\_ at the rate of \$ \_\_\_\_\_ per hour;

☒ for the lump sum payment not to exceed \$ 75,791.43; or

\_\_\_\_\_ for progress payments in the total amount not to exceed \$ \_\_\_\_\_.

Payment Bond. Texas Government Code, Chapter 2253, requires that a contractor furnish a payment bond for any public works contract in excess of \$50,000. Prior to commencing any work on the Project or within thirty (30) days of the effective date of this Agreement, whichever is sooner, Contractor shall obtain a payment bond, that complies with Chapter 2253 of the Texas Government Code and made payable to the City, in the amount of this Agreement.

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

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

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

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

Worker's Compensation	Statutory
Automobile Liability	\$500,000 Combined single Limit for each accident (Bodily injury and property damage).
General Liability	\$1,000,000 each occurrence (Bodily injury and property damage).
Professional Liability	\$1,000,000 general aggregate.

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

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

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

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

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

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

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

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

Contract Verification. Texas law provides that a governmental entity may not enter into contracts over for goods and services valued at \$100,000 or more with a company that employs at least 10 full-time employees unless the company provides written verification regarding aspects of the company's business dealings. By signing, Contractor agrees to the following:

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- Texas Government Code, Chapter 2274 – Contractor must verify that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association. Discriminate, firearm entity and firearm trade association are defined in Texas Government Code Chapter 2274.

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\_\_\_\_\_ at the rate of \$ \_\_\_\_\_ per hour;

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

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- Texas Government Code, Chapter 2276 – Contractor must verify that it does not boycott energy companies and will not boycott energy companies during the term of the contract. Boycott energy company is defined in Texas Government Code Chapter 809.

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

**SIGNED, ACCEPTED, AND AGREED** to by the undersigned Parties, on the dates indicated, who acknowledge that they have read and understand this Agreement and that the Agreement is issued in accordance with local, State, and Federal laws, and the undersigned Parties hereby execute this legal document voluntarily and of their own free will.

**CITY**

**CONTRACTOR**

Kent Cagle  
City Manager

Date

Chris Nichols  
Chris Nichols

5-31-2024

Date

# HARRISON ROOFING CO., INC.

P.O. BOX 142  
SAN ANGELO, TX 76902

1317 SOUTH HILL  
SAN ANGELO, TX 76903  
325-653-6786 \* FAX 325-653-6787

7825 MAINLAND  
SAN ANTONIO, TX 78250  
800-997-9727 \* FAX 210-545-2373

## Contract

Killeen Regional Airport  
RE: 1505 Stonetree Drive  
Killeen, TX 76543

TIPS # 23010401

We the undersigned propose to furnish the necessary materials and perform the required labor to do the following work on the project stated. Jobsite will be cleaned and debris hauled off daily. Harrison Roofing Co., Inc. is fully insured. Workers' compensation and general liability insurance certificates furnished upon request.

1. Furnish and install 1 1/4 # density R-Panel flute filler between ribs
2. Furnish and install mechanically attached 1/2" High Density cover board
3. Furnish and install mechanically attached 50 Mil. Duro-Last PVC roof system complete with custom factory prefabricated deck sheets, pipe flashings, roof penetration flashings, and curb flashings
4. Furnish manufacturer's 15 yr. 'NDL roof warranty
  - \*No exclusions for ponding water—or consequential damage
  - \*Non-prorated and fully transferable
5. Terminate at outside edge in 6" centers
6. Fabricate and install 24 Ga. Kynar prefinished metal drip edge and 1 3/4" fascia cover
7. Clean work area and haul off debris

RE: 1503 Stonetree Drive  
Killeen, TX 76543

### Leak Repairs

1. Locate roof leaks on inside of building
2. Maintenance and leak repairs around roof perimeter
3. Maintenance and leak repairs at ridge cap

\*Sales Tax Excluded From Price

The above work for the sum of Seventy Five Thousand Seven Hundred Ninety One and 43/100  
\$ 75,791.43

Accepted: City of Killeen, Texas

By: \_\_\_\_\_

Dated: Kent Cagle, City Manager

Harrison Roofing Co., Inc.

By: \_\_\_\_\_

Chris Nichols

Dated: 6-20-2024



# 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.

Harrison Roofing Co., Inc.  
San Angelo, TX United States

Certificate Number:

2024-1165691

Date Filed:

05/23/2024

Date Acknowledged:

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

Killeen Regional Airport, Killeen, TX

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

ILE-524

Installation of new roof and roof repair on airplane hangars

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	HARRISON, JEREMY	San Angelo, TX United States	X	
	Harrison, Clint	San Angelo, TX United States	X	
	Supply, SRS	San Angelo, TX United States	X	
	Roofing, Inc., Duro-Last	Carrollton, TX United States	X	

5 Check only if there is NO Interested Party.

☐

## 6 UNSWORN DECLARATION

My name is Chris Nichols, and my date of birth is 4-30-1975.

My address is 7612 Powell Lane, Eola, TX, 76937, US.  
(street) (city) (state) (zip code) (country)

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

Executed in Tom Green County County, State of TX, on the 24<sup>th</sup> day of May, 2024.  
(month) (year)



Signature of authorized agent of contracting business entity  
(Declarant)



# HANGAR ROOF REHABILITATION AT SKYLARK FIELD AIRPORT

RS-24-121

July 2, 2024

# Background

2

- ❑ The City of Killeen owns two large commercial use hangars at Skylark Field Airport. These hangars are currently leased and occupied by active businesses that generate revenue for the airport.
- ❑ Over the last several years they began to develop roof issues, and despite frequent repairs by staff, they have continued to deteriorate.

# Background

3

- They have now reached a point where they can no longer be effectively repaired and have become a safety hazard to the tenants leasing the hangar and the aircraft stored in them.
- This project consists of a full roof replacement of one hangar, which is approximately 35 years old, while the second hangar needs significant repairs.

# Discussion

4

- We solicited quotes through the Sourcewell Purchasing Cooperative and TIPS National Purchasing Cooperative, receiving quotes from Harrison Roofing Co., Inc., R&L Global Inc. and Roof Connect National Roofing Services.

# Discussion

5

- ❑ After a thorough review of each quote by the airport staff, Harrison Roofing Co., Inc was selected as the preferred choice, offering the best value and being the lowest responsive and responsible bidder.
- ❑ Staff's recommendation is to award the contract to Harrison Roofing Co., Inc. through TIPS National Purchasing Cooperative contract#2902415 in the amount of \$74,291.43.

# Recommendation

6

- Staff recommends City Council approve the contract with Harrison Roofing Co., Inc., through TIPS National Purchasing Cooperative Contract #2092415 in an amount of \$74,291.43 and recommends that the City Council authorize the City Manager, or designee, to execute all contract documents and any and all change orders or actions within the amounts set by state and local law.



# City of Killeen

## Staff Report

File Number: RS-24-122

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1	City Council Workshop	07/02/2024	reviewed and referred	City Council	07/09/2024
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Consider a memorandum/resolution authorizing the City Manager to sign an agreement with the Federal Aviation Administration for an Airport Improvement Program Grant for the Taxiway E Relocation Project at Killeen Regional Airport.

**DATE:** July 2, 2024

**TO:** Kent Cagle, City Manager

**FROM:** Mike Wilson, Executive Director of Aviation

**SUBJECT:** RESOLUTION TO AUTHORIZE THE CITY MANAGER TO SIGN AN AGREEMENT WITH THE FEDERAL AVIATION ADMINISTRATION FOR AN AIRPORT IMPROVEMENT PROGRAM GRANT.

### **BACKGROUND AND FINDINGS:**

A portion of Taxiway E at the Killeen Regional Airport (KRA) needs rehabilitation. However, due to changes in Federal Aviation Administration (FAA) taxiway design standards, any rehabilitation to this taxiway requires relocation.

The City applied for and received an FAA Airport Improvement Program (AIP) grant in the amount of \$407,903 on July 25, 2023, to be used for the design phase of this project. This included project administration, surveying services, geotechnical services, design services, bidding services, and other engineering fees for the relocation of Taxiway E at KRA.

The FAA has now notified the City that we will receive an AIP grant for the construction phase of the Taxiway E Relocation project. However, the actual grant will not be issued until after bids have been received and reviewed. The grant offer will then be based on the accepted bid amount.

To comply with the FAA timeline requirements for returning signed grant offers, staff is requesting the City Council approve a resolution authorizing the City Manager, or designee, to execute the grant agreement and related documents pertaining to this grant offer.

The grant will fund 90% of the cost. Matching funds will come from the FAA Passenger Facility Charge (PFC) Program Application that was approved by the FAA on February 16, 2023.

### **THE ALTERNATIVES CONSIDERED:**

N/A



**Which alternative is recommended? Why?**

N/A

**CONFORMITY TO CITY POLICY:**

This item conforms to local and state policies.

**FINANCIAL IMPACT:**

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

The financial impact of this resolution will be determined after the bids are received and reviewed.

**Is this a one-time or recurring revenue/expenditure?**

One-time

**Is this revenue/expenditure budgeted?**

After the bids are received and the construction amount is determined, funding will be appropriated in the year-end budget amendment in the Aviation AIP Grant Fund for the amount of the grant funds received in account 524-0515-521.69-03 and the required 10% match in the Aviation Passenger Facility Charge Fund account 529-0510-521.69-07.

**If not, where will the money come from?**

N/A

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

Funding will be appropriated in the year-end budget amendment based on the grant funds received and the required 10% match.

**RECOMMENDATION:**

City Council approve a resolution authorizing the City Manager, or designee, to execute any and all required documents, including all amendments, pertaining to the Federal Aviation Administration's Airport Improvement Program Grant for the Taxiway E Relocation project at Killeen Regional Airport.

**DEPARTMENTAL CLEARANCES:**

Finance  
Legal  
Purchasing

**ATTACHED SUPPORTING DOCUMENTS:**

Pre-Grant Application  
Presentation



## FY24 AIP Pre-Application Checklist

**Airport:** Killeen Regional Airport (GRK)

**Date:** 5/31/24

**Project Description:** Taxiway E Relocation

- ☒ We will pursue an FY24 ACIP identified proposed project.
- ☐ We do not plan on having a project this FY24. The FAA is authorized

to: ☒ Carryover entitlements into the next fiscal year.  
☐ Transfer the Entitlements (\*will need to complete a Transfer Request Form).

*If you plan to pursue an FY24 Project, please complete the following Checklist & submit with PreApp:*

No.	Document	Yes	No	N/A	Comments Attached
1.	Project Schedule (NOTE FAA DUE DATES - pg 3)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.	<b>Standard Form 424</b> (Preapplication), <b>Form 5100-100</b> (parts II-IV for airport Development grants), <b>Form 5100-101</b> (parts II-IV for Planning grants) (Includes project cost breakdown and sketch)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.	Project Description - Provide a clear Narrative and Justification. For proposed pavement projects include a Pavement Condition Index (PCI) information.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4.	Proposed project is currently depicted on an FAA-approved ALP	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5.	Exhibit A Airport Property Map (attached or previously submitted to ADO)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6.	Environmental Documentation (NEPA Determination Completed)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7.	60% Design & Construction Safety Phasing Plan (CSPP) completed/submitted	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Some of the items can be answered by simply checking the "Yes" and "No" boxes, while others require additional information (please provide additional info/justification on Page 2).

Mike Wilson, Executive Director of Aviation

Date:

6/4/24

Sponsor's Designated Representative (Signature)

**Please sign and return Pre-Application Checklist Pages 1-2 to your assigned ADO Point of Contact.**

The purpose of this checklist is to identify some of the requirements and considerations associated with requesting Airport Improvement Program (AIP) funds. Airport Sponsors should read and consider each of the items carefully.

PROJECT NAME	AIP FUNDS	NON AIP	SPONSOR	TOTAL
	\$	\$	\$	\$
Taxiway E Relocation	\$ 8,095,500	\$	\$ 895,500	\$ 8,955,000

**INCLUDE ANY ADDITIONAL INFORMATION:**

## FY24 AIRPORT PROJECT SCHEDULE

**LOCATION:** \_\_\_\_\_

[illegible]

### Application for Federal Assistance SF-424

\* 1. Type of Submission:

- ☒ Preapplication  
☐ Application  
☐ Changed/Corrected Application

\* 2. Type of Application:

- ☒ New  
☐ Continuation  
☐ Revision

\* If Revision, select appropriate letter(s):

\* Other (Specify):

\* 3. Date Received:

4. Applicant Identifier:

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

#### State Use Only:

6. Date Received by State:

7. State Application Identifier:

#### 8. APPLICANT INFORMATION:

\* a. Legal Name:

City of Killeen

\* b. Employer/Taxpayer Identification Number (EIN/TIN):

74-6001504

\* c. UEI:

J6MNLASJ9GCS

#### d. Address:

\* Street1:

8101 Clear Creek Rd

Street2:

Box C

\* City:

Killeen

County/Parish:

Bell

\* State:

TX: Texas

Province:

\* Country:

USA: UNITED STATES

\* Zip / Postal Code:

76549-2673

#### e. Organizational Unit:

Department Name:

Killeen Regional Airport

Division Name:

#### f. Name and contact information of person to be contacted on matters involving this application:

Prefix:

Mr.

\* First Name:

Mike

Middle Name:

\* Last Name:

Wilson

Suffix:

Title:

Executive Director of Aviation

Organizational Affiliation:

\* Telephone Number:

254.501.8700

Fax Number:

254.501.8744

\* Email:

mwilson@killeentexas.gov

## Application for Federal Assistance SF-424

### \* 9. Type of Applicant 1: Select Applicant Type:

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

\* Other (specify):

### \* 10. Name of Federal Agency:

Federal Aviation Administration, Southwest Region

### 11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:

Airport Improvement Program

### \* 12. Funding Opportunity Number:

AIP 3-48-0361-05X-2024

\* Title:

Airport Improvement Program

### 13. Competition Identification Number:

Title:

### 14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

### \* 15. Descriptive Title of Applicant's Project:

Taxiway E Relocation Construction

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

**Application for Federal Assistance SF-424****16. Congressional Districts Of:**

\* a. Applicant TX-031

\* b. Program/Project TX-031

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

Delete Attachment

View Attachment

**17. Proposed Project:**

\* a. Start Date: 09/02/2024

\* b. End Date: 07/31/2025

**18. Estimated Funding (\$):**

* a. Federal	8,059,500.00
* b. Applicant	895,500.00
* c. State	0.00
* d. Local	0.00
* e. Other	0.00
* f. Program Income	0.00
* g. TOTAL	8,955,000.00

**\* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- ☐ a. This application was made available to the State under the Executive Order 12372 Process for review on .
- ☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- ☒ c. Program is not covered by E.O. 12372.

**\* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**☐ Yes ☒ No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

**21. \*By signing this application, I certify (1) to the statements contained in the list of certifications\*\* and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances\*\* and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

☒ \*\* I AGREE

\*\* The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

**Authorized Representative:**

Prefix: Mr. \* First Name: Mike

Middle Name:

\* Last Name: Wilson

Suffix:

\* Title: Executive Director of Aviation

\* Telephone Number: 254.501.8700 Fax Number: 254.501.8744

\* Email: mwilson@killeentexas.gov

\* Signature of Authorized Representative:



\* Date Signed: 6/4/24





## Application for Federal Assistance (Development and Equipment Projects)

### PART II – PROJECT APPROVAL INFORMATION

Part II - SECTION A	
The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.	
<b>Item 1.</b> Does Sponsor maintain an active registration in the System for Award Management (www.SAM.gov)?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>Item 2.</b> Can Sponsor commence the work identified in the application in the fiscal year the grant is made or within six months after the grant is made, whichever is later?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
<b>Item 3.</b> Are there any foreseeable events that would delay completion of the project? If yes, provide attachment to this form that lists the events.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
<b>Item 4.</b> Will the project(s) covered by this request have impacts or effects on the environment that require mitigating measures? If yes, attach a summary listing of mitigating measures to this application and identify the name and date of the environmental document(s).	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
<b>Item 5.</b> Is the project covered by this request included in an approved Passenger Facility Charge (PFC) application or other Federal assistance program? If yes, please identify other funding sources by checking all applicable boxes.  <input checked="" type="checkbox"/> The project is included in an <i>approved</i> PFC application. If included in an approved PFC application, does the application <i>only</i> address AIP matching share? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No  <input type="checkbox"/> The project is included in another Federal Assistance program. Its CFDA number is below.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
<b>Item 6.</b> Will the requested Federal assistance include Sponsor indirect costs as described in 2 CFR Appendix VII to Part 200, States and Local Government and Indian Tribe Indirect Cost Proposals?  If the request for Federal assistance includes a claim for allowable indirect costs, select the applicable indirect cost rate the Sponsor proposes to apply:  <input type="checkbox"/> De Minimis rate of 10% as permitted by 2 CFR § 200.414.  <input type="checkbox"/> Negotiated Rate equal to _____ % as approved by _____ (the Cognizant Agency) on _____ (Date) (2 CFR part 200, appendix VII).  <i>Note: Refer to the instructions for limitations of application associated with claiming Sponsor indirect costs.</i>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A

**PART II - SECTION B**

**Certification Regarding Lobbying**

The declarations made on this page are under the signature of the authorized representative as identified in box 21 of form SF-424, to which this form is attached. The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.

The Authorized Representative certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sponsor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Authorized Representative shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The Authorized Representative shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

**PART II – SECTION C**

The Sponsor hereby represents and certifies as follows:

**1. Compatible Land Use** – The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

This is a joint use Airfield. Property 1800 feet east of the runway, two (2) miles west of the runway, and five (5) miles beyond the end of the runway are part of the Fort Hood military reservation. The City of Killeen has annexed the terminal site and lands within 500 feet of Clear Creek Drive to preclude non compatible land use near the Airport

**2. Defaults** – The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

None

**3. Possible Disabilities** – There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of the Grant Assurances, either by limiting its legal or financial ability or otherwise, except as follows:

None

**4. Consistency with Local Plans** – The project is reasonably consistent with plans existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

Yes

**5. Consideration of Local Interest** – It has given fair consideration to the interest of communities in or near where the project may be located.

Yes

**6. Consultation with Users** – In making a decision to undertake an airport development project under Title 49, United States Code, it has consulted with airport users that will potentially be affected by the project (§ 47105(a)(2)).

Yes

**7. Public Hearings** – In projects involving the location of an airport, an airport runway or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

N/A

**8. Air and Water Quality Standards** – In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable and air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.

N/A

**PART II – SECTION C (Continued)**

**9. Exclusive Rights** – There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

None

**10. Land** – (a) The sponsor holds the following property interest in the following areas of land, which are to be developed or used as part of or in connection with the Airport subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

The City of Killeen has a fifty (50)-year property lease with the Department of the Army for the Airport site.

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

N/A

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

N/A

<sup>1</sup> State the character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.

### PART III – BUDGET INFORMATION – CONSTRUCTION

#### SECTION A – GENERAL

1. Federal Domestic Assistance Catalog Number: 21.106  
2. Functional or Other Breakout: AIP

#### SECTION B – CALCULATION OF FEDERAL GRANT

Cost Classification	Latest Approved Amount (Use only for revisions)	Adjustment + or (-) Amount (Use only for revisions)	Total Amount Required
1. Administration expense			\$ 1,000
2. Preliminary expense			
3. Land, structures, right-of-way			
4. Architectural engineering basic fees			750,000
5. Other Architectural engineering fees			4,000
6. Project inspection fees			
7. Land development			
8. Relocation Expenses			
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal			
11. Construction and project improvement			8,200,000
12. Equipment			
13. Miscellaneous			
14. <b>Subtotal</b> (Lines 1 through 13)			\$ 8,955,000
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			8,955,000
17. <b>Less:</b> Ineligible Exclusions (Section C, line 23 g.)			
18. <b>Subtotal</b> (Lines 16 through 17)			\$ 8,955,000
19. Federal Share requested of Line 18			8,059,500
20. Grantee share			895,500
21. Other shares			
22. <b>TOTAL PROJECT</b> (Lines 19, 20 & 21)			\$ 8,955,000

SECTION C – EXCLUSIONS	
23. Classification (Description of non-participating work)	Amount Ineligible for Participation
a.	
b.	
c.	
d.	
e.	
f.	
g. <b>Total</b>	

SECTION D – PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE	
24. Grantee Share – Fund Categories	Amount
a. Securities	
b. Mortgages	
c. Appropriations (by Applicant)	
d. Bonds	
e. Tax Levies	
f. Non-Cash	
g. Other (Explain):	895,500
h. <b>TOTAL</b> - Grantee share	\$ 895,500
25. Other Shares	Amount
a. State	
b. Other	
c. <b>TOTAL</b> - Other Shares	
<b>26. TOTAL NON-FEDERAL FINANCING</b>	<b>\$ 895,500</b>

SECTION E – REMARKS (Attach sheets if additional space is required)
Grantee share to be financed with PFC funds.

**PART IV – PROGRAM NARRATIVE**  
(Suggested Format)

**PROJECT:** Taxiway E Relocation Design

**AIRPORT:** Killeen Regional Airport

**1. Objective:**

- Objective to remove direct access Taxiway E from Primary Apron to Runway and relocate this taxiway. Taxiway E will be relocated and re-named to Taxiway B4. This safety improvement will be increasingly necessary as increased general aviation traffic is anticipated with the addition of 2 new City owned hangars being constructed with apron access. This project will standardize taxiway geometry per current FAA standards aligning with Grant Assurance 34 (Policies, Standards, and Specifications) improve the safe operation of the airport (Grant Assurance 19).
- Dimensions for new taxiway - 1,040 linear feet x 50 feet

**2. Benefits Anticipated:**

- Increase operational safety by standardizing taxiway pavement geometry and removing a direct access taxiway
- Address pavements that are beyond useful life as the existing Taxiway E would need to be reconstructed soon anyways

**3. Approach:** (See approved Scope of Work in Final Application)

The project will be designed per FAA airport design and safety requirements. This being a joint-use airfield, coordination with the Army will be conducted both in design and construction of this project.

**4. Geographic Location:**

Taxiway E, just west of civilian commercial ramp, Killeen Regional Airport, Killeen, Texas

**5. If Applicable, Provide Additional Information:**

**6. Sponsor's Representative:** (include address & telephone number)

Mike Wilson, Executive Director of Aviation, Killeen Regional Airport  
8101 Clear Creek Road, Killeen, Texas 76549  
254.501.8700



<b>AIRPORT</b>				<b>1. SPONSOR INFORMATION</b>			
<div style="font-size: 2em; opacity: 0.5; position: absolute; top: 50%; left: 50%; transform: translate(-50%, -50%);"> Overall Development Objective Data Sheet </div>				Mayor (or Authorized Representative)		Term Expiration	
				Debbie Nash-King		May 2024	
				Physical Street Address (no PO Box)			
				101 North College Street			
<div style="font-size: 2em; opacity: 0.5; position: absolute; top: 50%; left: 50%; transform: translate(-50%, -50%);"> Overall Development Objective Data Sheet </div>				City		State	Zip
				Killeen		TX	76541
				Phone	Fax	E-mail	
				254.368.7991		mayor@killeentexas.gov	
<b>2. LOCAL CONTACT INFORMATION</b>				<b>3. CONSULTANT INFORMATION</b>			
Name		Title/Position		Company/Firm Name			
Mike Wilson		Executive Director of Aviation		Garver			
Phone Number		Fax		Point of Contact		E-mail	
254.501.8700		254.501.8744		Derek Mayo, P.E.		DWMayo@GarverUSA.com	
Alternate Phone		E-mail		Phone		Fax	
		mwilson@killeentexas.gov		512.485.0023		512.485.0010	
Mailing Address				Mailing Address			
8101 Clear Creek Road, Box C				285 SE Inner Loop, Suite 110			
City		State	Zip	City		State	Zip
Killeen		TX	76549	Georgetown		TX	78626
<b>4. OVERALL DEVELOPMENT OBJECTIVE (ODO)</b>							
Taxiway E Relocation – Construction							
<b>4a. ODO COMPONENT WORK ITEMS</b>							
List all work items associated with the ODO						Estimated Cost	
Administrative						1,000	
Independent Fee Estimate						4,000	
Construction Services by Engineer						750,000	
Construction						8,200,000	
<b>ODO Estimated Total Cost</b>						<b>\$8,955,000</b>	
<b>4b. ODO DRAWING/SKETCH</b>							
Attached							
<b>4c. ODO JUSTIFICATION</b>							
See attached Program Narrative							
<b>5. IMPACTS</b>							
Describe impacts to navigational aids, approach procedures, environmental concerns, utilities etc. associated with ODO execution.  Project shall not pose any impacts to navigational aids or procedures. There are no environmental concerns for this project. Environmental CAT X already obtained prior to project.							
<b>6. COST ESTIMATE</b>							
See attached FAA Form 5100-100 PART III – BUDGET INFORMATION							

Completed By: Mike Wilson  
(Print Name)

Date: \_\_\_\_\_

FOR FAA USE		
Date Received: _____	Date Loaded: _____	Program Manager's _____



**PART IV**  
**PROGRAM NARRATIVE**  
*(Suggested Format)*

DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION

OMB NO. 2120-0569

**PROJECT:** Taxiway - Construction

**AIRPORT:** Killeen Regional Airport (GRK)

**1. Objective:**

- Objective to remove direct access Taxiway E from Primary Apron to Runway. This safety improvement will be increasingly necessary as increased general aviation traffic is anticipated with the addition of 2 new City owned hangars being constructed with apron access by 2024. This project will standardize taxiway geometry per current FAA standards aligning with Grant Assurance 34 (Policies, Standards, and Specifications) improve the safe operation of the airport (Grant Assurance 19)
- Existing Taxiway E Pavement is past it's useful life as well
- Existing PCI is in the Fair Category (55-70)
- Total Taxiway removed: 6,077 SY, 422 feet long x 81' (+) wide
- Total Taxiway being constructed: 11,267 SY, 1020 ft long by 50' (+) wide

**2. Benefits Anticipated:**

- Increase operational safety by standardizing taxiway pavement geometry and removing a direct access taxiway
- Address pavements that are beyond useful life as the existing Taxiway E would need to be reconstructed soon anyways

**3. Approach:** The project will be bid and constructed per federal guidelines. This being a joint-use airfield, coordination with the Army will be conducted both in design and construction of this project.

**4. Geographic Location:** Taxiway E, just west of civilian commercial ramp, Killeen-Fort Hood Regional Airport, Killeen, Texas

**5. If Applicable, Provide Additional Information:**

**6. Sponsor's Representative:** *(incl. address & tel. no.)*

Mike Wilson, Executive Director of Aviation  
Killeen Regional Airport  
8101 Clear Creek Road  
Killeen, Texas 76549  
251.501.8700

**PART III - BUDGET INFORMATION - CONSTRUCTION****SECTION A - GENERAL**

1. Federal Domestic Assistance Catalog No. .... 20-106

2. Functional or Other Breakout..... AIP

**SECTION B -CALCULATION OF FEDERAL GRANT**

Cost Classification	Use only for revisions		Total Amount Required
	Latest Approved Amount	Adjustment + or (-)	
1. Administration expense	\$	\$	1,000
2. Preliminary expense			
3. Land, structures, right-of-way			
4. Architectural engineering basic fees			750,000
5. Other Architectural engineering fees			4,000
6. Project inspection fees			
7. Land development			
8. Relocation Expenses			
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal			
11. Construction and project improvement			8,200,000
12. Equipment			
13. Miscellaneous			
14. Total (Lines 1 through 13)			8,955,000
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			8,955,000
17. Less: Ineligible Exclusions			
18. Add: Contingencies			
19. Total Project Amt. (Excluding Rehabilitation Grants)			8,955,000
20. Federal Share requested of Line 19			8,059,500
21. Add Rehabilitation Grants Requested (100 Percent)			
22. Total Federal grant requested (lines 20 & 21)			8,059,500
23. Grantee share			895,500
24. Other shares			
25. Total Project (Lines 22, 23 & 24)	\$	\$	8,955,000

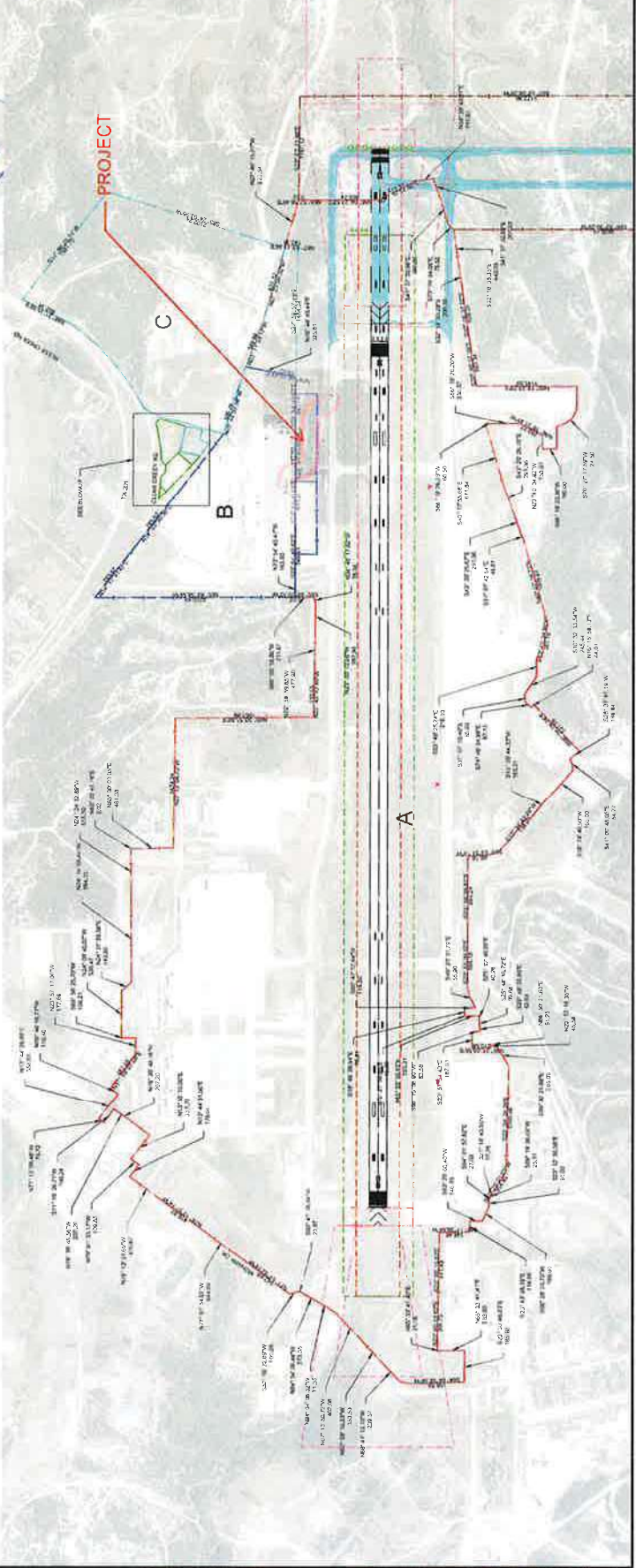
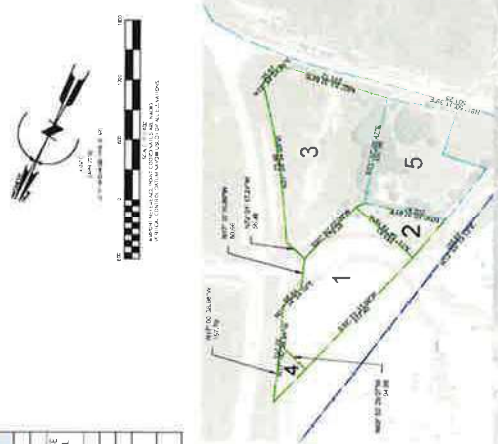




AIRPORT PROPERTY AND APPURTENANCES						
TRACT/PARCEL	GRANTOR	BOOK AND PAGE	PROPERTY INTEREST	ACREAGE	DATE ACQUIRED	FEDERAL PROJECT NO.
A	US GOVERNMENT	VOL. 504, PAGE 609	JOINT (MAY/1978)	876.76 +/-	1/10/1978	JOINT AIRCRAFT USE
B	US GOVERNMENT	VOL. 504, PAGE 609	LEASE	76.571	6/17/2000	CIVIL AIRCRAFT USE FUTURE CIVIL AIRCRAFT USE AND INDUSTRIAL / COMMERCIAL DEVELOPMENT
C			LEASE	175 +/-		CIVIL AIRCRAFT USE
1	JOHN B. SMITH AND LOS SMITH	VOL. 1502, PAGE 180	FEF SIMPLE	1.777	10/31/2001	#1-48-0311-04-01 CIVIL AIRCRAFT USE
2	MITCHELL FAMILY	VOL. 514, PAGE 369	FEF SIMPLE	0.366	10/27/2001	#1-48-0311-04-01 CIVIL AIRCRAFT USE
3	MARY R. WUELLER	VOL. 2234, PAGE 481	FEF SIMPLE	2.33	1/25/2001	#1-48-0385-04-01 CIVIL AIRCRAFT USE
4	DAVID MARY ANN MICHAEL PETER ATANIAN	VOL. 2511, PAGE 551	FEF SIMPLE	0.134	9/25/2002	#1-48-0385-04-01 CIVIL AIRCRAFT USE FUTURE COMMERCIAL DEVELOPMENT
5			VARIOUS	1.5	TBD	

NOTE: ALL SURFACE LISTINGS ARE ESTIMATES BASED OFF OF BEST ABSTRACT OF TITLE INFORMATION AVAILABLE. BOOK AND PAGE NUMBERS WERE OBTAINED THROUGH BELL COUNTY DEED RECORDS.

1. ALL LAND FOR THE ULTIMATE 13.5-35R RUNWAY IS OWNED BY FORT HOOD.
2. THE LATEST JOINT USE AGREEMENT WAS SIGNED ON JUNE 17th, 2000.
- 3.

[illegible]



## Federal Aviation Administration

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### Memorandum

Date: December 15, 2022

To: Point of Contact, Texas ADO

From: Airport Environmental Specialist, Texas ADO, ASW-652C *Melissa Foreman*

Subject: Environmental Determination, Categorical Exclusion for the  
Killeen-Fort Hood Regional Airport (GRK), Killeen, TX

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Killeen-Fort Hood Regional Airport (GRK) proposes to modify a portion of Taxiway 'E' between Terminal Apron and Taxiway 'B'. This will include demolition of the existing connector taxiway from the Terminal Apron and Taxiway 'B' and constructing a new taxiway in order to remove the direct apron to runway connection to meet FAA geometry standards. The new taxiway will include taxiway edge lights, pavement section, and other incidentals work to construct in accordance with FAA standards. The work will be within the footprint of the existing pavement and will not affect any new areas. Prior to a federal action, such as funding of an Airport Improvement Program (AIP) Grant or revision to the Airport Layout Plan, FAA is required to make an environmental determination addressing the impacts of the proposed project. This project is expected to be funded by AIP, therefore, requires an environmental determination to support the federal action.

Prior to a federal action, such as funding of an Airport Improvement Program Grant (AIP)/Airport Infrastructure Grant (AIG) or revision to the ALP, FAA is required to make an environmental determination addressing the impacts of the proposed project. This project would cause a revision to the ALP, and, therefore, requires an environmental determination to support the federal action.

FAA Order 1050.1F, *Environmental Impacts: Policies and Procedures* provides eligibility for the Categorical Exclusion of Federal actions that do not individually or cumulatively have a significant effect on the human environment, with the exception of extraordinary circumstances. Paragraph 5-6.4(e) of Order 1050.1F provides eligibility for categorical exclusion for the above named project and states the following:

**5-6.4 (e)** Federal financial assistance, licensing, or Airport Layout Plan (ALP) approval for the following actions, provided the action would not result in significant erosion or sedimentation, and will not result in a significant noise increase over noise sensitive areas or result in significant impacts on air quality.

- Construction, repair, reconstruction, resurfacing, extending, strengthening, or widening of a taxiway, apron, loading ramp, or runway safety area (RSA), including an RSA using Engineered Material Arresting System (EMAS); or

- Reconstruction, resurfacing, extending, strengthening, or widening of an existing runway.

This CATEX includes marking, grooving, fillets and jet blast facilities associated with any of the above facilities.

A review of the proposed project and attached documentation supports the conclusion that there are no extraordinary circumstances associated with the project. Consequently, this project is categorically excluded from further environmental action.

Although the FAA has made an environmental determination for this project, there may be other state, local or federal environmental regulations that apply to this project. The sponsor should consider these other requirements before construction.



RESOLUTION TO AUTHORIZE CITY MANAGER TO  
SIGN AN AGREEMENT WITH THE FAA FOR AN  
AIP GRANT-TAXIWAY E RELOCATION PROJECT

RS-24-122

July 2, 2024

# Background

2

- A portion of Taxiway E at the Killeen Regional Airport (KRA) needs rehabilitation.
- Due to changes in Federal Aviation Administration (FAA) taxiway design standards, any rehabilitation to this taxiway requires relocation



# Background

3

- ❑ The City applied for and received an FAA Airport Improvement Program (AIP) grant in the amount of \$407,903 on July 25, 2023, to be used for the design phase of this project.
- ❑ Project included administration, surveying services, geotechnical services, design services, bidding services, and other engineering fees for the relocation of Taxiway E at KRA.

# Discussion

4

- ❑ The FAA has now notified the City that we will receive a grant for the construction phase of the Taxiway E Relocation project.
- ❑ The Grant will include funding from the AIP, FAA Discretionary, and Supplemental Discretionary funding supported by Congressman Pfluger.
- ❑ The actual grant will not be issued until after bids have been received and reviewed.
- ❑ Grant offer will then be based on the accepted bid amount.

# Discussion

5

- To comply with the FAA timeline requirements for returning signed grant offers, staff is requesting the City Council approve a resolution authorizing the City Manager, or designee, to execute the grant agreement and related documents pertaining to this grant offer.

# Discussion

6

- ❑ The grant will fund 90% of the cost. The 10% match will come from the FAA Passenger Facility Charge (PFC) Program Application that was approved by the FAA on February 16, 2023.
- ❑ No impact to the Aviation operational fund or fund balance.

# Recommendation

7

- City Council approve a resolution authorizing the City Manager, or designee, to execute any and all required documents, including all amendments, pertaining to the Federal Aviation Administration's Airport Improvement Program Grant for the Taxiway E Relocation project at Killeen Regional Airport.



# City of Killeen

## Staff Report

File Number: RS-24-123

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1	City Council Workshop	07/02/2024	reviewed and referred	City Council	07/09/2024
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Consider a memorandum/resolution authorizing the City Manager to sign an agreement with the Federal Aviation Administration for an Airport Improvement Program Grant for the Terminal Security Improvements Project at Killeen Regional Airport.

**DATE:** July 2, 2024

**TO:** Kent Cagle, City Manager

**FROM:** Mike Wilson, Executive Director of Aviation

**SUBJECT:** RESOLUTION TO AUTHORIZE THE CITY MANAGER TO SIGN AN AGREEMENT WITH THE FEDERAL AVIATION ADMINISTRATION FOR AN AIRPORT IMPROVEMENT PROGRAM GRANT.

### **BACKGROUND AND FINDINGS:**

The City applied for and received a Federal Aviation Administration (FAA) Airport Improvement Program (AIP) grant in the amount of \$108,810 on April 25, 2023, to be used for the design of the Terminal Security Improvements Project at the Killeen Regional Airport (KRA). This included project administration, design services, bidding services, and other engineering fees.

The project involves replacing the current airport security system, including the CCTV cameras and the access control system and associated hardware and software.

The FAA has now notified the City that we will receive an AIP grant for the construction phase of the project. However, the actual grant will not be issued until after bids have been received and reviewed. The grant offer will then be based on the accepted bid amount.

To comply with the FAA timeline requirements for returning signed grant offers, staff is requesting the City Council approve a resolution authorizing the City Manager, or designee, to execute the grant agreement and related documents pertaining to this grant offer.

The grant will fund 90% of the cost. Matching funds will come from the FAA Passenger Facility Charge (PFC) Program Application that was approved by the FAA on February 16, 2023.

### **THE ALTERNATIVES CONSIDERED:**

N/A

**Which alternative is recommended? Why?**

N/A

**CONFORMITY TO CITY POLICY:**

This item conforms to local and state policies.

**FINANCIAL IMPACT:**

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

The financial impact of this resolution will be determined after the bids are received and reviewed.

**Is this a one-time or recurring revenue/expenditure?**

One-time

**Is this revenue/expenditure budgeted?**

After the bids are received and the construction amount is determined, funding will be appropriated in the year-end budget amendment to the Aviation CIP Grant Fund in account 524-0515-521.69-03 and the required 10% match in the Aviation Passenger Facility Charge Fund in account 529-0510-521.69-07.

**If not, where will the money come from?**

N/A

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

Funding will be appropriated in the year-end budget amendment based on the grant funds received and the required 10% match.

**RECOMMENDATION:**

City Council approve a resolution authorizing the City Manager, or designee, to execute any and all required documents, including all amendments, pertaining to the Federal Aviation Administration's Airport Improvement Program Grant for the Terminal Security Improvements project at Killeen Regional Airport.

**DEPARTMENTAL CLEARANCES:**

Finance  
Legal  
Purchasing

**ATTACHED SUPPORTING DOCUMENTS:**

Pre-Grant Application

Presentation





FAA  
Texas Airports District Office (TX ADO)

## FY24 AIP Pre-Application Checklist

Airport: Killeen Regional Airport (GRK)

Date: 6/3/24

Project Description: Terminal Mechanical Improvements

- ☒ We will pursue an FY24 ACIP identified proposed project.
- ☐ We do not plan on having a project this FY24. The FAA is authorized to:
- ☒ Carryover entitlements into the next fiscal year.
- ☐ Transfer the Entitlements (\*will need to complete a Transfer Request Form).

If you plan to pursue an FY24 Project, please complete the following Checklist & submit with PreApp:

No.	Document	Yes	No	N/A	Comments Attached
1.	Project Schedule (NOTE FAA DUE DATES - pg 3)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.	Standard Form 424 (Preapplication), Form 5100-100 (parts II-IV for airport Development grants), Form 5100-101 (parts II-IV for Planning grants) (Includes project cost breakdown and sketch)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.	Project Description - Provide a clear Narrative and Justification. For proposed pavement projects include a Pavement Condition Index (PCI) information.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4.	Proposed project is currently depicted on an FAA-approved ALP	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5.	Exhibit A Airport Property Map (attached or previously submitted to ADO)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6.	Environmental Documentation (NEPA Determination Completed)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7.	60% Design & Construction Safety Phasing Plan (CSPP) completed/submitted	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Some of the items can be answered by simply checking the "Yes" and "No" boxes, while others require additional information (please provide additional info/justification on Page 2).

Mike Wilson, Executive Director of Aviation

Date:

6/4/24

Sponsor's Designated Representative (Signature)

**Please sign and return Pre-Application Checklist Pages 1-2 to your assigned ADO Point of Contact.**

The purpose of this checklist is to identify some of the requirements and considerations associated with requesting Airport Improvement Program (AIP) funds. Airport Sponsors should read and consider each of the items carefully.

PROJECT NAME	AIP FUNDS	NON AIP	SPONSOR	TOTAL
	\$	\$	\$	\$
Terminal Mechanical Improvements	\$4,791,240	\$	\$532,360	\$5,323,600

INCLUDE ANY ADDITIONAL INFORMATION:

## FY24 AIRPORT PROJECT SCHEDULE

**LOCATION:** \_\_\_\_\_

[illegible]

### Application for Federal Assistance SF-424

\* 1. Type of Submission:

- ☒ Preapplication  
☐ Application  
☐ Changed/Corrected Application

\* 2. Type of Application:

- ☒ New  
☐ Continuation  
☐ Revision

\* If Revision, select appropriate letter(s):

\* Other (Specify):

\* 3. Date Received:

4. Applicant Identifier:

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

#### State Use Only:

6. Date Received by State:

7. State Application Identifier:

#### 8. APPLICANT INFORMATION:

\* a. Legal Name:

City of Killeen

\* b. Employer/Taxpayer Identification Number (EIN/TIN):

74-6001504

\* c. UEI:

J6MNLASJ9GC8

#### d. Address:

\* Street1:

8101 Clear Creek Rd

Street2:

Box C

\* City:

Killeen

County/Parish:

Bell

\* State:

TX: Texas

Province:

\* Country:

USA: UNITED STATES

\* Zip / Postal Code:

76549-2673

#### e. Organizational Unit:

Department Name:

Killeen Regional Airport

Division Name:

#### f. Name and contact information of person to be contacted on matters involving this application:

Prefix:

Mr.

\* First Name:

Mike

Middle Name:

\* Last Name:

Wilson

Suffix:

Title:

Executive Director of Aviation

Organizational Affiliation:

\* Telephone Number:

254.501.8700

Fax Number:

254.501.8744

\* Email:

mwilson@killeentexas.gov

## Application for Federal Assistance SF-424

### \* 9. Type of Applicant 1: Select Applicant Type:

C: City or Township Government

### Type of Applicant 2: Select Applicant Type:

### Type of Applicant 3: Select Applicant Type:

### \* Other (specify):

### \* 10. Name of Federal Agency:

Federal Aviation Administration, Southwest Region

### 11. Catalog of Federal Domestic Assistance Number:

20.106

### CFDA Title:

Airport Improvement Program

### \* 12. Funding Opportunity Number:

AIP 3-48-0361-05X-2024

### \* Title:

Airport Improvement Program

### 13. Competition Identification Number:

### Title:

### 14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

### \* 15. Descriptive Title of Applicant's Project:

Passenger Terminal Mechanical Improvements

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

**Application for Federal Assistance SF-424****16. Congressional Districts Of:**

\* a. Applicant TX-031

\* b. Program/Project TX-031

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

Delete Attachment

View Attachment

**17. Proposed Project:**

\* a. Start Date: 09/01/2024

\* b. End Date: 03/31/2025

**18. Estimated Funding (\$):**

* a. Federal	4,791,240.00
* b. Applicant	532,360.00
* c. State	
* d. Local	
* e. Other	
* f. Program Income	
* g. TOTAL	5,323,600.00

**\* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- ☐ a. This application was made available to the State under the Executive Order 12372 Process for review on .
- ☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- ☒ c. Program is not covered by E.O. 12372.

**\* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**☐ Yes ☒ No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

**21. \*By signing this application, I certify (1) to the statements contained in the list of certifications\*\* and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances\*\* and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

☒ \*\* I AGREE

\*\* The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

**Authorized Representative:**

Prefix: Mr. \* First Name: Mike

Middle Name:

\* Last Name: Wilson

Suffix:

\* Title: Executive Director of Aviation

\* Telephone Number: 254.501-8700 Fax Number: 254.501.8744

\* Email: mwilson@killeentexas.gov

\* Signature of Authorized Representative:



\* Date Signed: 6/4/24



## Application for Federal Assistance (Development and Equipment Projects)

### PART II – PROJECT APPROVAL INFORMATION

Part II - SECTION A	
The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.	
<b>Item 1.</b> Does Sponsor maintain an active registration in the System for Award Management (www.SAM.gov)?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>Item 2.</b> Can Sponsor commence the work identified in the application in the fiscal year the grant is made or within six months after the grant is made, whichever is later?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
<b>Item 3.</b> Are there any foreseeable events that would delay completion of the project? If yes, provide attachment to this form that lists the events.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
<b>Item 4.</b> Will the project(s) covered by this request have impacts or effects on the environment that require mitigating measures? If yes, attach a summary listing of mitigating measures to this application and identify the name and date of the environmental document(s).	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
<b>Item 5.</b> Is the project covered by this request included in an approved Passenger Facility Charge (PFC) application or other Federal assistance program? If yes, please identify other funding sources by checking all applicable boxes.  <input checked="" type="checkbox"/> The project is included in an <i>approved</i> PFC application. If included in an approved PFC application, does the application <i>only</i> address AIP matching share? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No  <input type="checkbox"/> The project is included in another Federal Assistance program. Its CFDA number is below.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
<b>Item 6.</b> Will the requested Federal assistance include Sponsor indirect costs as described in 2 CFR Appendix VII to Part 200, States and Local Government and Indian Tribe Indirect Cost Proposals?  If the request for Federal assistance includes a claim for allowable indirect costs, select the applicable indirect cost rate the Sponsor proposes to apply:  <input type="checkbox"/> De Minimis rate of 10% as permitted by 2 CFR § 200.414.  <input type="checkbox"/> Negotiated Rate equal to _____ % as approved by _____ (the Cognizant Agency) on _____ (Date) (2 CFR part 200, appendix VII).  <i>Note: Refer to the instructions for limitations of application associated with claiming Sponsor indirect costs.</i>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A



**PART II - SECTION B**

**Certification Regarding Lobbying**

The declarations made on this page are under the signature of the authorized representative as identified in box 21 of form SF-424, to which this form is attached. The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.

The Authorized Representative certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sponsor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Authorized Representative shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The Authorized Representative shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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



**PART II – SECTION C**

The Sponsor hereby represents and certifies as follows:

**1. Compatible Land Use** – The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

The proposed work is replacing existing equipment. No impacts or changes to land use.

**2. Defaults** – The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

None

**3. Possible Disabilities** – There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of the Grant Assurances, either by limiting its legal or financial ability or otherwise, except as follows:

None

**4. Consistency with Local Plans** – The project is reasonably consistent with plans existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

Yes

**5. Consideration of Local Interest** – It has given fair consideration to the interest of communities in or near where the project may be located.

Yes

**6. Consultation with Users** – In making a decision to undertake an airport development project under Title 49, United States Code, it has consulted with airport users that will potentially be affected by the project (§ 47105(a)(2)).

Yes

**7. Public Hearings** – In projects involving the location of an airport, an airport runway or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

N/A

**8. Air and Water Quality Standards** – In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable and air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.

N/A

**PART II – SECTION C (Continued)**

**9. Exclusive Rights** – There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

None

**10. Land** – (a) The sponsor holds the following property interest in the following areas of land, which are to be developed or used as part of or in connection with the Airport subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

The City of Killeen has a fifty (50)-year property lease with the Department of the Army for the Airport site.

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

N/A

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

N/A

---

<sup>1</sup> State the character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.

### PART III – BUDGET INFORMATION – CONSTRUCTION

SECTION A – GENERAL	
1. Federal Domestic Assistance Catalog Number: 21.106	
2. Functional or Other Breakout:	AIP

SECTION B – CALCULATION OF FEDERAL GRANT			
Cost Classification	Latest Approved Amount (Use only for revisions)	Adjustment + or (-) Amount (Use only for revisions)	Total Amount Required
1. Administration expense			\$ 3,500
2. Preliminary expense			
3. Land, structures, right-of-way			
4. Architectural engineering basic fees			
5. Other Architectural engineering fees			
6. Project inspection fees			600,100
7. Land development			
8. Relocation Expenses			
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal			
11. Construction and project improvement			4,720,000
12. Equipment			
13. Miscellaneous			
14. <b>Subtotal</b> (Lines 1 through 13)			\$ 5,323,600
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			
17. <b>Less:</b> Ineligible Exclusions (Section C, line 23 g.)			
18. <b>Subtotal</b> (Lines 16 through 17)			\$ 5,323,600
19. Federal Share requested of Line 18			4,791,240
20. Grantee share			
21. Other shares			532,360
22. <b>TOTAL PROJECT</b> (Lines 19, 20 & 21)			\$ 5,323,600

SECTION C – EXCLUSIONS	
23. Classification (Description of non-participating work)	Amount Ineligible for Participation
a.	
b.	
c.	
d.	
e.	
f.	
g. <span style="float: right;">Total</span>	

SECTION D – PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE	
<b>24. Grantee Share – Fund Categories</b>	<b>Amount</b>
a. Securities	
b. Mortgages	
c. Appropriations (by Applicant)	
d. Bonds	
e. Tax Levies	
f. Non-Cash	
g. Other (Explain):	
h. <b>TOTAL</b> - Grantee share	
<b>25. Other Shares</b>	<b>Amount</b>
a. State	
b. Other	532,360
c. <b>TOTAL</b> - Other Shares	
<b>26. TOTAL NON-FEDERAL FINANCING</b>	<b>\$ 532,360</b>

SECTION E – REMARKS (Attach sheets if additional space is required)
<p>This project includes the professional services for improvements to the Passenger Terminal Mechanical Improvements at Killeen Regional Airport. The matching funds will come from an approved Passenger Facility Charge Application.</p>

**PART IV – PROGRAM NARRATIVE**  
(Suggested Format)

<b>PROJECT:</b> Passenger Terminal Mechanical Improvements
<b>AIRPORT:</b> Killeen Regional Airport
<b>1. Objective:</b>  Replace computer server system on the outbound baggage system. The server and its components and software are over 10 years old; Replace the baggage claim carousels in the public area of the terminal because they are original to the terminal (2004) and have exceeded their useful life; and Replace the boarding bridge PreConditioned Air (PCAir) units on bridges 1 and 6 that have exceeded their useful life; and Replace the emergency generator as it has exceeded its useful life of 10 years.
<b>2. Benefits Anticipated:</b>  Upgrading these failing Airport systems would provide multiple significant benefits to the Airport staff, tenants, and passengers. Upgrading the existing outbound baggage computer and control system will improve baggage handling operations and reduce delays, allowing the airlines to process their customer's bags more efficiently with greater customer satisfaction. The upgraded system would also reduce the impact on airport maintenance, reducing shutdowns and repairs of the baggage system.
<b>3. Approach:</b> (See approved Scope of Work in Final Application)  The project will be designed per FAA airport design, international building codes, local building codes, and safety requirements. This being a joint-use airfield, coordination with the Army will be conducted both in design and construction of this project. Project delivery would be design, bid, build.
<b>4. Geographic Location:</b>  Airport Terminal Building
<b>5. If Applicable, Provide Additional Information:</b>  According to Table M-1, Item C and Table N-5, Items C and O from the FAA AIP-Handbook, these objectives would be eligible for FAA funding.
<b>6. Sponsor's Representative:</b> (include address & telephone number)  Mike Wilson, Executive Director of Aviation, Killeen Regional Airport 8101 Clear Creek Road, Killeen, Texas 76549 254.501.8700

<b>AIRPORT</b>		<b>1. SPONSOR INFORMATION</b>			
		Mayor (or Authorized Representative)		Term Expiration	
		Debbie Nash-King		May 2024	
		Physical Street Address (no PO Box)			
		101 North College Street			
		City		State	Zip
		Killeen		TX	76541
		Phone	Fax	E-mail	
		254.290.4510			<a href="mailto:mayor@killeentexas.gov">mayor@killeentexas.gov</a>
<b>2. LOCAL CONTACT INFORMATION</b>		<b>3. CONSULTANT INFORMATION</b>			
Name		Title/Position		Company/Firm Name	
Mike Wilson		Executive Director of Aviation		Garver	
Phone Number		Fax		Point of Contact	
254.501.8700		254.501.8744		Derek Mayo, P.E.	
E-mail		E-mail			
<a href="mailto:mwilson@killeentexas.gov">mwilson@killeentexas.gov</a>		<a href="mailto:DWMayo@GarverUSA.com">DWMayo@GarverUSA.com</a>			
Mailing Address		Mailing Address			
8101 Clear Creek Road, Box C		285 SE Inner Loop, Suite 110			
City		State	Zip	City	State Zip
Killeen		TX	76549	Georgetown	TX 78626
<b>4. OVERALL DEVELOPMENT OBJECTIVE (ODO)</b>					
Passenger Terminal Mechanical Improvements					
<b>4a. ODO COMPONENT WORK ITEMS</b>					
List all work items associated with the ODO					Estimated Cost
Construction Administration					603,600
Construction					4,720,000
ODO Estimated Total Cost					\$5,323,600
<b>4b. ODO DRAWING/SKETCH</b>					
See attached.					
<b>4c. ODO JUSTIFICATION</b>					
See attached Program Narrative.					
<b>5. IMPACTS</b>					
Describe impacts to navigational aids, approach procedures, environmental concerns, utilities etc. associated with ODO execution.					
Construction shall not pose any impacts to navigational aids or procedures. There are no environmental concerns with this project requiring a review.					
<b>6. COST ESTIMATE</b>					
See attached FAA Form 5100-100 PART III – BUDGET INFORMATION					

Completed By:
Mike Wilson
(Print Name)

Date:
November 16, 2022

FOR FAA USE		
Date Received:	Date Loaded:	Program Manager's Initials:



## PART IV PROGRAM NARRATIVE

(Suggested Format)

DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION

OMB NO. 2120-0569

**PROJECT:** Passenger Terminal Mechanical Improvements

**AIRPORT:** Killeen Regional Airport (GRK)

**1. Objective:** The project encompasses several critical infrastructure needs. When the physical components of the outbound baggage system were recently replaced, the existing computer server and software were re-used. As a result, the system is experiencing increased failures in the programing and electronic operation of the baggage system. Also, replacement parts are no longer available because of outdated operating software and dated computer components within the server. Replacing these components will greatly improve the operation of the Airport's outbound baggage system. This project will include replacing computer related hardware and software components for the outbound baggage system.

In addition, the baggage claim carousels are original to the construction of the terminal and are experiencing mechanical issues that are becoming cost prohibitive to fix. The carousels have long exceeded their life expectancy and are recommended to be replaced in an effort to improve the safety, security and efficiency of the airport operation.

The existing PCAir is a dual heat and cooling system for the passenger boarding bridge 1 and 6 that has exceeded its life expectancy and replacement parts are no longer available. Providing new PCAir's for existing bridges 1 and 6 will reduce impacts to airlines and maintenance costs to the Airport.

The Emergency Generator currently powers critical loads for the airport terminal. The generator has exceeded the standard equipment lifespan and has consistent electrical and mechanical issues that are impacting operation. A new generator system can provide increased control and protection to the Airport's critical electrical items.

Project Scope Summary:

- Replace computer server system on the outbound baggage system. The server and its components and software are over 10 years old; and
- Replace the baggage claim carousels in the public area of the terminal because they are original to the terminal (2004) and have exceeded their useful life; and
- Replace the boarding bridge PreConditioned Air (PCAir) units on bridges 1 and 6 that have exceeded their useful life; and
- Replace the emergency generator as it has exceeded its useful life of 10 years

**2. Benefits Anticipated:** Upgrading these failing Airport systems would provide multiple significant benefits to the Airport staff, tenants, and passengers. Upgrading the existing outbound baggage computer and control system will improve baggage handling operations and reduce delays, allowing the airlines to process their customer's bags more efficiently with greater customer satisfaction. The upgraded system would also reduce the impact on airport maintenance, reducing shutdowns and repairs of the baggage system.

Replacing baggage claim carousels which are original to the construction of the terminal and have exceeded their useful life expectancy, will also reduce the impact on airport maintenance and repairs, and provide for an enhanced passenger experience.

Providing new PCAir's would allow for improved conditioning of the aircraft during boarding operations, reducing the conditioning load on the aircraft during flights and improving safety. New PCAir's would also provide improved comfort for passengers waiting on the aircraft while also reducing the health risks of large numbers of people in poorly conditioned small spaces.

A new Emergency Generator would improve Airport security by providing a back-up system that prevents critical security equipment from losing power during a loss of utility power. A properly functioning generator with improved transfer control would also minimize impacts to sensitive loads during the transfer from utility to emergency power.

**3. Approach:** The project will be designed per FAA airport design, international building codes, local building codes, and safety requirements. This being a joint-use airfield, coordination with the Army will be conducted both in design and construction of this project. Project delivery would be design, bid, build.

**4. Geographic Location:** Airport Terminal Building

**5. If Applicable, Provide Additional Information:**

**6. Sponsor's Representative:** (incl. address & tel. no.)

Mike Wilson, Executive Director of Aviation  
Killeen Regional Airport  
8101 Clear Creek Road  
Killeen, Texas 76549  
251.501.8700

**PART III - BUDGET INFORMATION - CONSTRUCTION****SECTION A - GENERAL**

1. Federal Domestic Assistance Catalog No. ....

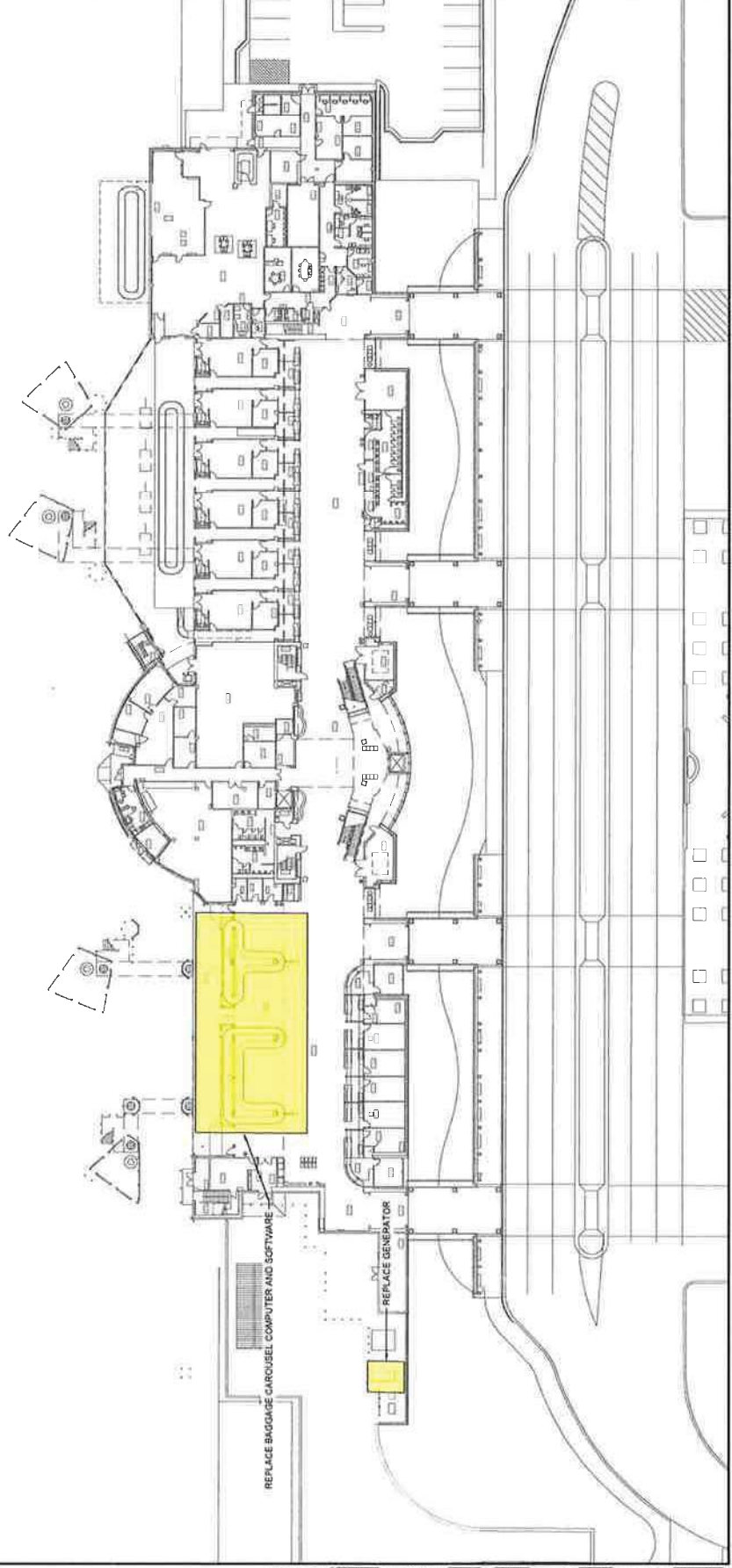
2. Functional or Other Breakout .....

**SECTION B -CALCULATION OF FEDERAL GRANT**

Cost Classification	Use only for revisions		Total Amount Required
	Latest Approved Amount	Adjustment + or (-)	
1. Administration expense	\$	\$	3,500
2. Preliminary expense			
3. Land, structures, right-of-way			
4. Architectural engineering basic fees			600,100
5. Other Architectural engineering fees			
6. Project inspection fees			
7. Land development			
8. Relocation Expenses			
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal			
11. Construction and project improvement			
12. Equipment			4,720,000
13. Miscellaneous			
14. Total (Lines 1 through 13)			
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			
17. Less: Ineligible Exclusions			
18. Add: Contingencies			
19. Total Project Amt. (Excluding Rehabilitation Grants)			5,323,600
20. Federal Share requested of Line 19			4,791,240
21. Add Rehabilitation Grants Requested (100 Percent)			
22. Total Federal grant requested (lines 20 & 21)			4,791,240
23. Grantee share			532,360
24. Other shares			
25. Total Project (Lines 22, 23 & 24)	\$	\$	5,323,600



# Passenger Terminal Mechanical Improvements CIP EXHIBIT



REV.	DATE	DESCRIPTION	BY



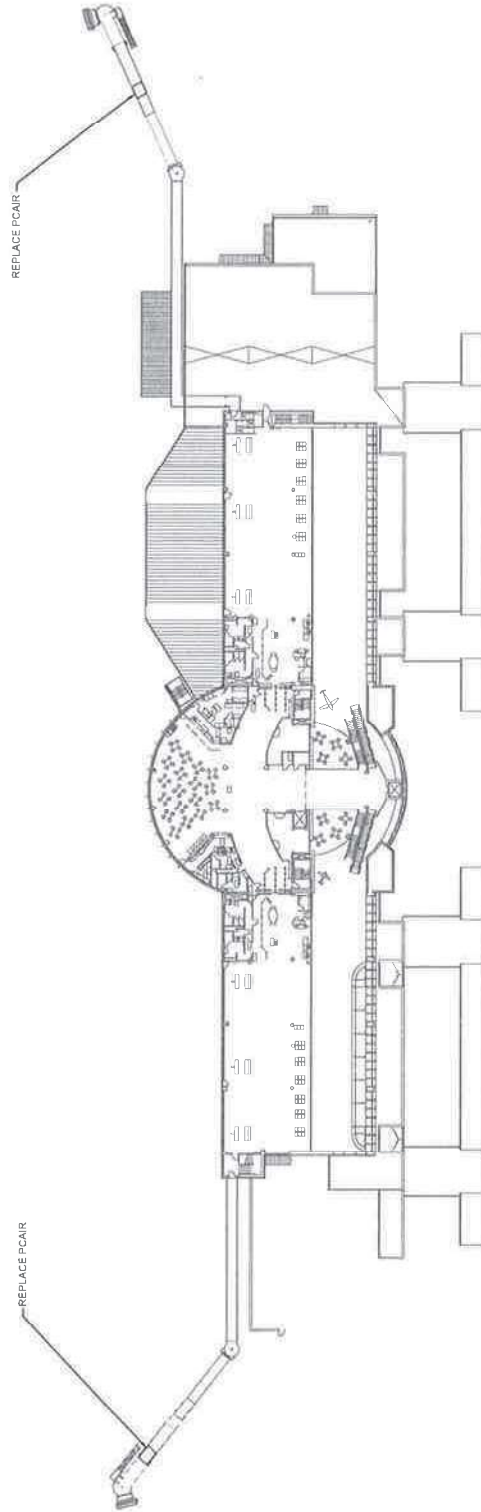
**KILLEEN-FORT HOOD  
REGIONAL AIRPORT**  
KILLEEN, TX  
CIP PLANNING  
CIP EXHIBIT

JOB NO.  
DATE: NOV. 2022  
DESIGNED BY: DWM  
DRAWN BY: MSL  
DRAWING NUMBER  
**EXB**  
SHEET  
NUMBER **1**

**GARVER**

6151 GARVER AVE.  
DALLAS, TEXAS 75244  
214/343-1111

Garver is a leading provider of software and services for the construction industry. Our products and services are designed to help construction professionals manage their business more effectively. We offer a wide range of software solutions, including project management, financial management, and human resources management. Our services include consulting, training, and implementation. We are committed to providing the highest quality products and services to our clients.



AN	NOI AND DSD	SLVD	ADP



Killeen - Fort Hood  
Regional Airport

KILLEEN-FORT HOOD  
REGIONAL AIRPORT  
KILLEEN, TX

CIP EXHIBIT

JOB NO.:  
DATE: NOV. 2022  
DESIGNED BY: DWM  
DRAWN BY: MSL

**NAME** \_\_\_\_\_  
**DATE** \_\_\_\_\_  
**SCHOOL** \_\_\_\_\_

DRAWING NUMBER  
**EXB**  
SHEET  
NUMBER **2**

The following information is provided for the purpose of transparency and accountability. It is not intended to be used for any other purpose.



## Federal Aviation Administration

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### Memorandum

Date: December 28, 2022

To: Point of Contact, Texas ADO

From: Airport Environmental Specialist, Texas ADO, ASW-652C *Melissa Foreman*

Subject: Environmental Determination, Categorical Exclusion for the  
Killeen-Fort Hood Regional Airport (GRK), Killeen, TX

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Killeen-Fort Hood Regional Airport (GRK) is proposing critical Passenger Terminal Mechanical Improvements. The work will encompass several critical infrastructure needs. Replacement of computer hardware, software for the entire baggage system. Additionally, replacement of the inbound baggage carousel. Replacement for the existing PCAir on jet bridge 1 and 6 that has lived past life expectancy. Lastly, replacement of an emergency generator. The work will be within the footprint of the existing pavement and will not affect any new areas.

Prior to a federal action, such as funding of an Airport Improvement Program Grant (AIP)/Airport Infrastructure Grant (AIG) or revision to the ALP, FAA is required to make an environmental determination addressing the impacts of the proposed project. This project would not cause a revision to the ALP.

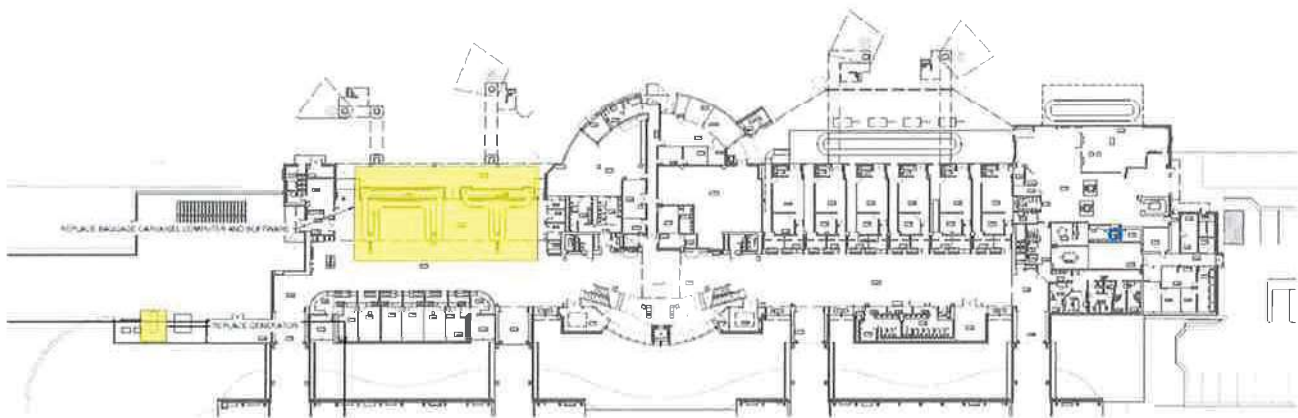
FAA Order 1050.1F, *Environmental Impacts: Policies and Procedures* provides eligibility for the Categorical Exclusion of Federal actions that do not individually or cumulatively have a significant effect on the human environment, with the exception of extraordinary circumstances. Paragraph 5-6.4 (aa) of Order 1050.1F provides eligibility for categorical exclusion for the above named project and states the following:

**5-6.4 (aa)** Upgrading of building electrical systems or maintenance of existing facilities, such as painting, replacement of siding, roof rehabilitation, resurfacing, or reconstruction of paved areas, and replacement of underground facilities.

A review of the proposed project and attached documentation supports the conclusion that there are no extraordinary circumstances associated with the project. Consequently, this project is categorically excluded from further environmental action.

Although the FAA has made an environmental determination for this project, there may be other state, local or federal environmental regulations that apply to this project. The sponsor should consider these other requirements before construction.

# Passenger Terminal Mechanical Improvements CIP EXHIBIT



# GRK Terminal Mechanical Updates





RESOLUTION TO AUTHORIZE CITY MANAGER TO  
SIGN AN AGREEMENT WITH THE FAA FOR AN AIP  
GRANT FOR THE TERMINAL SECURITY  
IMPROVEMENTS PROJECT

RS-24-123

July 2, 2024

# Background

2

- The City applied for and received a Federal Aviation Administration (FAA) Airport Improvement Program (AIP) grant in the amount of \$108,810 on April 25, 2023, to be used for the design phase of this project.
- The project involves replacing the current airport security system, including the CCTV cameras and the access control system and associated hardware and software.

# Discussion

3

- ❑ The FAA has now notified the City that we will receive an AIP grant for the construction phase of the Terminal Security Improvements project.
- ❑ The actual grant will not be issued until after bids have been received and reviewed.
- ❑ Grant offer will then be based on the accepted bid amount.



# Discussion

4

- To comply with the FAA timeline requirements for returning signed grant offers, staff is requesting the City Council approve a resolution authorizing the City Manager, or designee, to execute the grant agreement and related documents pertaining to this grant offer.

# Discussion

5

- ❑ The grant will fund 90% of the cost. The 10% match will come from the FAA Passenger Facility Charge (PFC) Program Application that was approved by the FAA on February 16, 2023.
- ❑ No impact to the Aviation operational fund or fund balance.

# Recommendation

6

- City Council approve a resolution authorizing the City Manager, or designee, to execute any and all required documents, including all amendments, pertaining to the Federal Aviation Administration's Airport Improvement Program Grant for the Terminal Security Improvements project at Killeen Regional Airport.



# City of Killeen

## Staff Report

File Number: RS-24-124

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1	City Council Workshop	07/02/2024	reviewed and referred	City Council	07/09/2024
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Consider a memorandum/resolution authorizing the City Manager to sign an agreement with the Federal Aviation Administration for an Airport Improvement Program Grant for the Terminal Mechanical Improvements Project at Killeen Regional Airport.

**DATE:** July 2, 2024

**TO:** Kent Cagle, City Manager

**FROM:** Mike Wilson, Executive Director of Aviation

**SUBJECT:** RESOLUTION TO AUTHORIZE THE CITY MANAGER TO SIGN AN AGREEMENT WITH THE FEDERAL AVIATION ADMINISTRATION FOR AN AIRPORT IMPROVEMENT PROGRAM GRANT.

### **BACKGROUND AND FINDINGS:**

The City applied for and received a Federal Aviation Administration (FAA) Airport Improvement Program (AIP) grant in the amount of \$267,322 on September 12, 2023, to be used for the design of the Terminal Mechanical Improvement project at the Killeen Regional Airport (KRA). This included project administration, design services, bidding services, and other engineering fees.

The FAA has now notified the City that we will receive an AIP grant for the construction phase of the Terminal Mechanical Improvements Project. However, the actual grant will not be issued until after bids have been received and reviewed. The grant offer will then be based on the accepted bid amount.

The construction phase of the project is comprised of various components including the replacement of the baggage claim carousels and associated belt system; upgrading the baggage system control hardware and software; replacing the Preconditioned Air (PCAir) on boarding bridges 1 and 6; and the replacement of the emergency generator.

To comply with the FAA timeline requirements for returning signed grant offers, staff is requesting the City Council approve a resolution authorizing the City Manager, or designee, to execute the grant agreement and related documents pertaining to this grant offer.

The grant will fund 90% of the cost. Matching funds will come from the FAA Passenger Facility Charge (PFC) Program Application that was approved by the FAA on February 16, 2023.

### **THE ALTERNATIVES CONSIDERED:**

N/A

**Which alternative is recommended? Why?**

N/A

**CONFORMITY TO CITY POLICY:**

This item conforms to local and state policies.

**FINANCIAL IMPACT:**

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

The financial impact of this resolution will be determined after the bids are received and reviewed.

**Is this a one-time or recurring revenue/expenditure?**

One-time

**Is this revenue/expenditure budgeted?**

After the bids are received and the construction amount is determined, funding will be appropriated in the year-end budget amendment to the Aviation CIP Fund in account 524-0515-521.69-03 and the required 10% grant match in the Aviation Passenger Facility Charge Fund in account 529-0510-521.69-07.

**If not, where will the money come from?**

N/A

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

Funding will be appropriated in the year-end budget amendment based on the grant funds received and the required 10% match.

**RECOMMENDATION:**

City Council approve a resolution authorizing the City Manager, or designee, to execute any and all required documents, including all amendments, pertaining to the Federal Aviation Administration's Airport Improvement Program Grant for the Terminal Mechanical Improvements project at Killeen Regional Airport.

**DEPARTMENTAL CLEARANCES:**

Finance  
Legal  
Purchasing

**ATTACHED SUPPORTING DOCUMENTS:**

Pre-Grant Application  
Presentation



FAA  
Texas Airports District Office (TX ADO)

## FY24 AIP Pre-Application Checklist

Airport: Killeen Regional Airport (GRK)

Date: 6/3/24

Project Description: Terminal Mechanical Improvements

- ☒ We will pursue an FY24 ACIP identified proposed project.
- ☐ We do not plan on having a project this FY24. The FAA is authorized to:
- ☒ Carryover entitlements into the next fiscal year.
- ☐ Transfer the Entitlements (\*will need to complete a Transfer Request Form).

If you plan to pursue an FY24 Project, please complete the following Checklist & submit with PreApp:

No.	Document	Yes	No	N/A	Comments Attached
1.	Project Schedule (NOTE FAA DUE DATES - pg 3)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.	Standard Form 424 (Preapplication), Form 5100-100 (parts II-IV for airport Development grants), Form 5100-101 (parts II-IV for Planning grants) (Includes project cost breakdown and sketch)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.	Project Description - Provide a clear Narrative and Justification. For proposed pavement projects include a Pavement Condition Index (PCI) information.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4.	Proposed project is currently depicted on an FAA-approved ALP	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5.	Exhibit A Airport Property Map (attached or previously submitted to ADO)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6.	Environmental Documentation (NEPA Determination Completed)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7.	60% Design & Construction Safety Phasing Plan (CSPP) completed/submitted	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Some of the items can be answered by simply checking the "Yes" and "No" boxes, while others require additional information (please provide additional info/justification on Page 2).

Mike Wilson, Executive Director of Aviation

Date:

6/4/24

Sponsor's Designated Representative (Signature)

**Please sign and return Pre-Application Checklist Pages 1-2 to your assigned ADO Point of Contact.**

The purpose of this checklist is to identify some of the requirements and considerations associated with requesting Airport Improvement Program (AIP) funds. Airport Sponsors should read and consider each of the items carefully.

PROJECT NAME	AIP FUNDS	NON AIP	SPONSOR	TOTAL
	\$	\$	\$	\$
Terminal Mechanical Improvements	\$4,791,240	\$	\$532,360	\$5,323,600

INCLUDE ANY ADDITIONAL INFORMATION:



## FY24 AIRPORT PROJECT SCHEDULE

**LOCATION:** \_\_\_\_\_

[illegible]

### Application for Federal Assistance SF-424

\* 1. Type of Submission:

- ☒ Preapplication  
☐ Application  
☐ Changed/Corrected Application

\* 2. Type of Application:

- ☒ New  
☐ Continuation  
☐ Revision

\* If Revision, select appropriate letter(s):

\* Other (Specify):

\* 3. Date Received:

4. Applicant Identifier:

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

#### State Use Only:

6. Date Received by State:

7. State Application Identifier:

#### 8. APPLICANT INFORMATION:

\* a. Legal Name:

City of Killeen

\* b. Employer/Taxpayer Identification Number (EIN/TIN):

74-6001504

\* c. UEI:

J6MNLASJ9GC8

#### d. Address:

\* Street1:

8101 Clear Creek Rd

Street2:

Box C

\* City:

Killeen

County/Parish:

Bell

\* State:

TX: Texas

Province:

\* Country:

USA: UNITED STATES

\* Zip / Postal Code:

76549-2673

#### e. Organizational Unit:

Department Name:

Killeen Regional Airport

Division Name:

#### f. Name and contact information of person to be contacted on matters involving this application:

Prefix:

Mr.

\* First Name:

Mike

Middle Name:

\* Last Name:

Wilson

Suffix:

Title:

Executive Director of Aviation

Organizational Affiliation:

\* Telephone Number:

254.501.8700

Fax Number:

254.501.8744

\* Email:

mwilson@killeentexas.gov

## Application for Federal Assistance SF-424

### \* 9. Type of Applicant 1: Select Applicant Type:

C: City or Township Government

### Type of Applicant 2: Select Applicant Type:

### Type of Applicant 3: Select Applicant Type:

### \* Other (specify):

### \* 10. Name of Federal Agency:

Federal Aviation Administration, Southwest Region

### 11. Catalog of Federal Domestic Assistance Number:

20.106

### CFDA Title:

Airport Improvement Program

### \* 12. Funding Opportunity Number:

AIP 3-48-0361-05X-2024

### \* Title:

Airport Improvement Program

### 13. Competition Identification Number:

### Title:

### 14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

### \* 15. Descriptive Title of Applicant's Project:

Passenger Terminal Mechanical Improvements

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

**Application for Federal Assistance SF-424****16. Congressional Districts Of:**

\* a. Applicant TX-031

\* b. Program/Project TX-031

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

Delete Attachment

View Attachment

**17. Proposed Project:**

\* a. Start Date: 09/01/2024

\* b. End Date: 03/31/2025

**18. Estimated Funding (\$):**

* a. Federal	4,791,240.00
* b. Applicant	532,360.00
* c. State	
* d. Local	
* e. Other	
* f. Program Income	
* g. TOTAL	5,323,600.00

**\* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- ☐ a. This application was made available to the State under the Executive Order 12372 Process for review on .
- ☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- ☒ c. Program is not covered by E.O. 12372.

**\* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**☐ Yes ☒ No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

**21. \*By signing this application, I certify (1) to the statements contained in the list of certifications\*\* and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances\*\* and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

☒ \*\* I AGREE

\*\* The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

**Authorized Representative:**

Prefix: Mr.

\* First Name: Mike

Middle Name:

\* Last Name: Wilson

Suffix:

\* Title: Executive Director of Aviation

\* Telephone Number: 254.501-8700

Fax Number: 254.501.8744

\* Email: mwilson@killeentexas.gov

\* Signature of Authorized Representative:



\* Date Signed:

6/4/24



## Application for Federal Assistance (Development and Equipment Projects)

### PART II – PROJECT APPROVAL INFORMATION

#### Part II - SECTION A

The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.

**Item 1.**

Does Sponsor maintain an active registration in the System for Award Management (www.SAM.gov)?

☒ Yes ☐ No

**Item 2.**

Can Sponsor commence the work identified in the application in the fiscal year the grant is made or within six months after the grant is made, whichever is later?

☒ Yes ☐ No ☐ N/A

**Item 3.**

Are there any foreseeable events that would delay completion of the project? If yes, provide attachment to this form that lists the events.

☐ Yes ☒ No ☐ N/A

**Item 4.**

Will the project(s) covered by this request have impacts or effects on the environment that require mitigating measures? If yes, attach a summary listing of mitigating measures to this application and identify the name and date of the environmental document(s).

☐ Yes ☒ No ☐ N/A

**Item 5.**

Is the project covered by this request included in an approved Passenger Facility Charge (PFC) application or other Federal assistance program? If yes, please identify other funding sources by checking all applicable boxes.

☒ Yes ☐ No ☐ N/A

☒ The project is included in an *approved* PFC application.

If included in an approved PFC application,

does the application *only* address AIP matching share? ☒ Yes ☐ No

☐ The project is included in another Federal Assistance program. Its CFDA number is below.

**Item 6.**

Will the requested Federal assistance include Sponsor indirect costs as described in 2 CFR Appendix VII to Part 200, States and Local Government and Indian Tribe Indirect Cost Proposals?

☐ Yes ☒ No ☐ N/A

If the request for Federal assistance includes a claim for allowable indirect costs, select the applicable indirect cost rate the Sponsor proposes to apply:

☐ De Minimis rate of 10% as permitted by 2 CFR § 200.414.

☐ Negotiated Rate equal to \_\_\_\_\_ % as approved by \_\_\_\_\_ (the Cognizant Agency)  
on \_\_\_\_\_ (Date) (2 CFR part 200, appendix VII).

*Note: Refer to the instructions for limitations of application associated with claiming Sponsor indirect costs.*

**PART II - SECTION B**

**Certification Regarding Lobbying**

The declarations made on this page are under the signature of the authorized representative as identified in box 21 of form SF-424, to which this form is attached. The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.

The Authorized Representative certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sponsor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Authorized Representative shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The Authorized Representative shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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



**PART II – SECTION C**

The Sponsor hereby represents and certifies as follows:

**1. Compatible Land Use** – The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

The proposed work is replacing existing equipment. No impacts or changes to land use.

**2. Defaults** – The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

None

**3. Possible Disabilities** – There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of the Grant Assurances, either by limiting its legal or financial ability or otherwise, except as follows:

None

**4. Consistency with Local Plans** – The project is reasonably consistent with plans existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

Yes

**5. Consideration of Local Interest** – It has given fair consideration to the interest of communities in or near where the project may be located.

Yes

**6. Consultation with Users** – In making a decision to undertake an airport development project under Title 49, United States Code, it has consulted with airport users that will potentially be affected by the project (§ 47105(a)(2)).

Yes

**7. Public Hearings** – In projects involving the location of an airport, an airport runway or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

N/A

**8. Air and Water Quality Standards** – In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable and air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.

N/A

**PART II – SECTION C (Continued)**

**9. Exclusive Rights** – There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

None

**10. Land** – (a) The sponsor holds the following property interest in the following areas of land, which are to be developed or used as part of or in connection with the Airport subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

The City of Killeen has a fifty (50)-year property lease with the Department of the Army for the Airport site.

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

N/A

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

N/A

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<sup>1</sup> State the character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.



### PART III – BUDGET INFORMATION – CONSTRUCTION

SECTION A – GENERAL	
1. Federal Domestic Assistance Catalog Number: 21.106	
2. Functional or Other Breakout:	AIP

SECTION B – CALCULATION OF FEDERAL GRANT			
Cost Classification	Latest Approved Amount (Use only for revisions)	Adjustment + or (-) Amount (Use only for revisions)	Total Amount Required
1. Administration expense			\$ 3,500
2. Preliminary expense			
3. Land, structures, right-of-way			
4. Architectural engineering basic fees			
5. Other Architectural engineering fees			
6. Project inspection fees			600,100
7. Land development			
8. Relocation Expenses			
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal			
11. Construction and project improvement			4,720,000
12. Equipment			
13. Miscellaneous			
14. <b>Subtotal</b> (Lines 1 through 13)			\$ 5,323,600
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			
17. <b>Less:</b> Ineligible Exclusions (Section C, line 23 g.)			
18. <b>Subtotal</b> (Lines 16 through 17)			\$ 5,323,600
19. Federal Share requested of Line 18			4,791,240
20. Grantee share			
21. Other shares			532,360
22. <b>TOTAL PROJECT</b> (Lines 19, 20 & 21)			\$ 5,323,600

SECTION C – EXCLUSIONS	
23. Classification (Description of non-participating work)	Amount Ineligible for Participation
a.	
b.	
c.	
d.	
e.	
f.	
g. <span style="float: right;">Total</span>	

SECTION D – PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE	
<b>24. Grantee Share – Fund Categories</b>	<b>Amount</b>
a. Securities	
b. Mortgages	
c. Appropriations (by Applicant)	
d. Bonds	
e. Tax Levies	
f. Non-Cash	
g. Other (Explain):	
h. <b>TOTAL</b> - Grantee share	
<b>25. Other Shares</b>	<b>Amount</b>
a. State	
b. Other	532,360
c. <b>TOTAL</b> - Other Shares	
<b>26. TOTAL NON-FEDERAL FINANCING</b>	<b>\$ 532,360</b>

SECTION E – REMARKS (Attach sheets if additional space is required)
<p>This project includes the professional services for improvements to the Passenger Terminal Mechanical Improvements at Killeen Regional Airport. The matching funds will come from an approved Passenger Facility Charge Application.</p>

**PART IV – PROGRAM NARRATIVE**  
(Suggested Format)

<b>PROJECT:</b> Passenger Terminal Mechanical Improvements
<b>AIRPORT:</b> Killeen Regional Airport
<b>1. Objective:</b>  Replace computer server system on the outbound baggage system. The server and its components and software are over 10 years old; Replace the baggage claim carousels in the public area of the terminal because they are original to the terminal (2004) and have exceeded their useful life; and Replace the boarding bridge PreConditioned Air (PCAir) units on bridges 1 and 6 that have exceeded their useful life; and Replace the emergency generator as it has exceeded its useful life of 10 years.
<b>2. Benefits Anticipated:</b>  Upgrading these failing Airport systems would provide multiple significant benefits to the Airport staff, tenants, and passengers. Upgrading the existing outbound baggage computer and control system will improve baggage handling operations and reduce delays, allowing the airlines to process their customer's bags more efficiently with greater customer satisfaction. The upgraded system would also reduce the impact on airport maintenance, reducing shutdowns and repairs of the baggage system.
<b>3. Approach:</b> (See approved Scope of Work in Final Application)  The project will be designed per FAA airport design, international building codes, local building codes, and safety requirements. This being a joint-use airfield, coordination with the Army will be conducted both in design and construction of this project. Project delivery would be design, bid, build.
<b>4. Geographic Location:</b>  Airport Terminal Building
<b>5. If Applicable, Provide Additional Information:</b>  According to Table M-1, Item C and Table N-5, Items C and O from the FAA AIP-Handbook, these objectives would be eligible for FAA funding.
<b>6. Sponsor's Representative:</b> (include address & telephone number)  Mike Wilson, Executive Director of Aviation, Killeen Regional Airport 8101 Clear Creek Road, Killeen, Texas 76549 254.501.8700

<b>AIRPORT</b>				<b>1. SPONSOR INFORMATION</b>			
				Mayor (or Authorized Representative) Debbie Nash-King		Term Expiration May 2024	
				Physical Street Address (no PO Box) 101 North College Street			
				City Killeen		State TX	Zip 76541
				Phone 254.290.4510	Fax	E-mail <a href="mailto:mayor@killeentexas.gov">mayor@killeentexas.gov</a>	
<b>2. LOCAL CONTACT INFORMATION</b>				<b>3. CONSULTANT INFORMATION</b>			
Name Mike Wilson		Title/Position Executive Director of Aviation		Company/Firm Name Garver			
Phone Number 254.501.8700		Fax 254.501.8744		Point of Contact Derek Mayo, P.E.		E-mail <a href="mailto:DWMayo@GarverUSA.com">DWMayo@GarverUSA.com</a>	
Alternate Phone		E-mail <a href="mailto:mwilson@killeentexas.gov">mwilson@killeentexas.gov</a>		Phone 512.485.0023		Fax 512.485.0010	
Mailing Address 8101 Clear Creek Road, Box C				Mailing Address 285 SE Inner Loop, Suite 110			
City Killeen		State TX	Zip 76549	City Georgetown		State TX	Zip 78626
<b>4. OVERALL DEVELOPMENT OBJECTIVE (ODO)</b>							
Passenger Terminal Mechanical Improvements							
<b>4a. ODO COMPONENT WORK ITEMS</b>							
List all work items associated with the ODO						Estimated Cost	
Construction Administration						603,600	
Construction						4,720,000	
<b>ODO Estimated Total Cost</b>						<b>\$5,323,600</b>	
<b>4b. ODO DRAWING/SKETCH</b>							
See attached.							
<b>4c. ODO JUSTIFICATION</b>							
See attached Program Narrative.							
<b>5. IMPACTS</b>							
Describe impacts to navigational aids, approach procedures, environmental concerns, utilities etc. associated with ODO execution. Construction shall not pose any impacts to navigational aids or procedures. There are no environmental concerns with this project requiring a review.							
<b>6. COST ESTIMATE</b>							
See attached FAA Form 5100-100 PART III – BUDGET INFORMATION							

**Completed By:** Mike Wilson  
(Print Name)

**Date:** November 16, 2022

FOR FAA USE		
Date Received:	Date Loaded:	Program Manager's Initials:

## PART IV PROGRAM NARRATIVE

(Suggested Format)

DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION

OMB NO. 2120-0569

**PROJECT:** Passenger Terminal Mechanical Improvements

**AIRPORT:** Killeen Regional Airport (GRK)

**1. Objective:** The project encompasses several critical infrastructure needs. When the physical components of the outbound baggage system were recently replaced, the existing computer server and software were re-used. As a result, the system is experiencing increased failures in the programming and electronic operation of the baggage system. Also, replacement parts are no longer available because of outdated operating software and dated computer components within the server. Replacing these components will greatly improve the operation of the Airport's outbound baggage system. This project will include replacing computer related hardware and software components for the outbound baggage system.

In addition, the baggage claim carousels are original to the construction of the terminal and are experiencing mechanical issues that are becoming cost prohibitive to fix. The carousels have long exceeded their life expectancy and are recommended to be replaced in an effort to improve the safety, security and efficiency of the airport operation.

The existing PCAir is a dual heat and cooling system for the passenger boarding bridge 1 and 6 that has exceeded its life expectancy and replacement parts are no longer available. Providing new PCAir's for existing bridges 1 and 6 will reduce impacts to airlines and maintenance costs to the Airport.

The Emergency Generator currently powers critical loads for the airport terminal. The generator has exceeded the standard equipment lifespan and has consistent electrical and mechanical issues that are impacting operation. A new generator system can provide increased control and protection to the Airport's critical electrical items.

Project Scope Summary:

- Replace computer server system on the outbound baggage system. The server and its components and software are over 10 years old; and
- Replace the baggage claim carousels in the public area of the terminal because they are original to the terminal (2004) and have exceeded their useful life; and
- Replace the boarding bridge PreConditioned Air (PCAir) units on bridges 1 and 6 that have exceeded their useful life; and
- Replace the emergency generator as it has exceeded its useful life of 10 years

**2. Benefits Anticipated:** Upgrading these failing Airport systems would provide multiple significant benefits to the Airport staff, tenants, and passengers. Upgrading the existing outbound baggage computer and control system will improve baggage handling operations and reduce delays, allowing the airlines to process their customer's bags more efficiently with greater customer satisfaction. The upgraded system would also reduce the impact on airport maintenance, reducing shutdowns and repairs of the baggage system.

Replacing baggage claim carousels which are original to the construction of the terminal and have exceeded their useful life expectancy, will also reduce the impact on airport maintenance and repairs, and provide for an enhanced passenger experience.

Providing new PCAir's would allow for improved conditioning of the aircraft during boarding operations, reducing the conditioning load on the aircraft during flights and improving safety. New PCAir's would also provide improved comfort for passengers waiting on the aircraft while also reducing the health risks of large numbers of people in poorly conditioned small spaces.

A new Emergency Generator would improve Airport security by providing a back-up system that prevents critical security equipment from losing power during a loss of utility power. A properly functioning generator with improved transfer control would also minimize impacts to sensitive loads during the transfer from utility to emergency power.

**3. Approach:** The project will be designed per FAA airport design, international building codes, local building codes, and safety requirements. This being a joint-use airfield, coordination with the Army will be conducted both in design and construction of this project. Project delivery would be design, bid, build.

**4. Geographic Location:** Airport Terminal Building

**5. If Applicable, Provide Additional Information:**

**6. Sponsor's Representative:** (incl. address & tel. no.)

Mike Wilson, Executive Director of Aviation  
Killeen Regional Airport  
8101 Clear Creek Road  
Killeen, Texas 76549  
251.501.8700

**PART III - BUDGET INFORMATION - CONSTRUCTION****SECTION A - GENERAL**

1. Federal Domestic Assistance Catalog No. ....

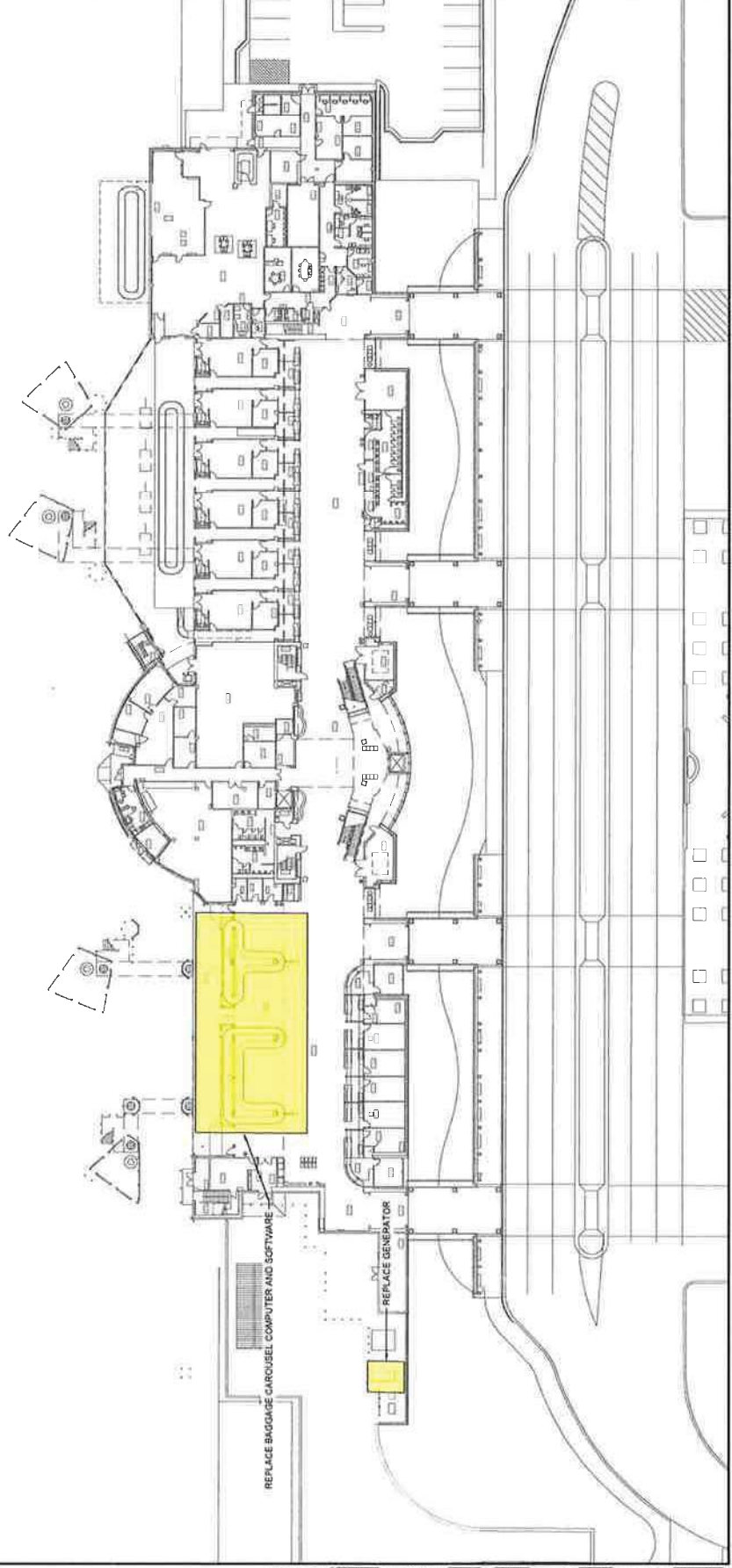
2. Functional or Other Breakout .....

**SECTION B -CALCULATION OF FEDERAL GRANT**

Cost Classification	Use only for revisions		Total Amount Required
	Latest Approved Amount	Adjustment + or (-)	
1. Administration expense	\$	\$	3,500
2. Preliminary expense			
3. Land, structures, right-of-way			
4. Architectural engineering basic fees			600,100
5. Other Architectural engineering fees			
6. Project inspection fees			
7. Land development			
8. Relocation Expenses			
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal			
11. Construction and project improvement			
12. Equipment			4,720,000
13. Miscellaneous			
14. Total (Lines 1 through 13)			
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			
17. Less: Ineligible Exclusions			
18. Add: Contingencies			
19. Total Project Amt. (Excluding Rehabilitation Grants)			5,323,600
20. Federal Share requested of Line 19			4,791,240
21. Add Rehabilitation Grants Requested (100 Percent)			
22. Total Federal grant requested (lines 20 & 21)			4,791,240
23. Grantee share			532,360
24. Other shares			
25. Total Project (Lines 22, 23 & 24)	\$	\$	5,323,600



# Passenger Terminal Mechanical Improvements CIP EXHIBIT



REV.	DATE	DESCRIPTION	BY

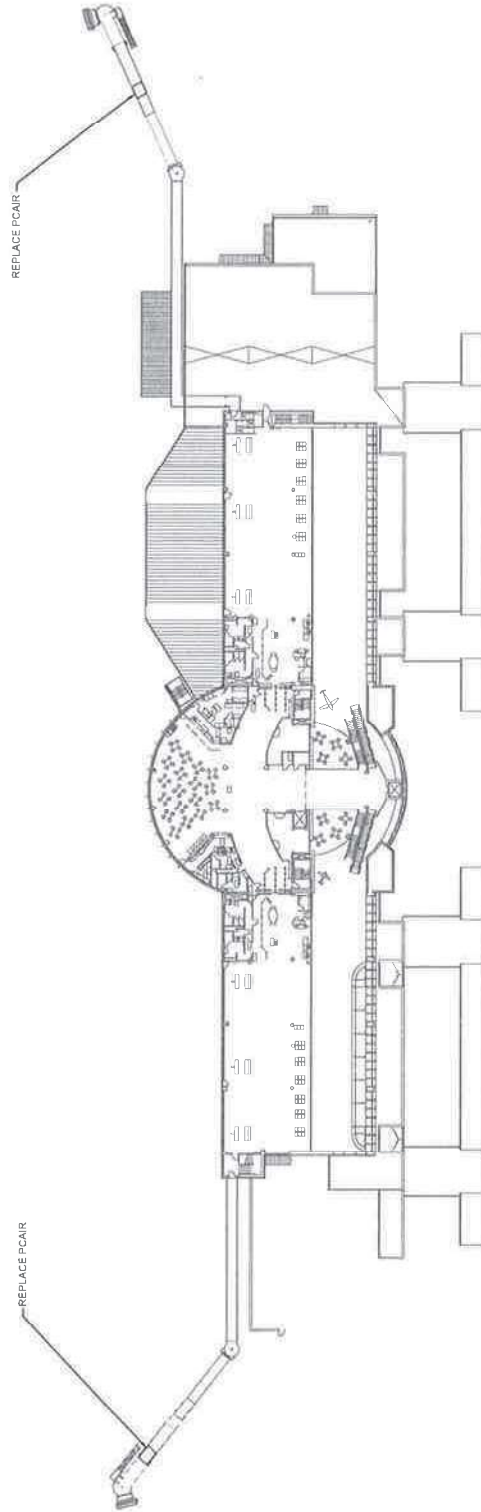


**KILLEEN-FORT HOOD  
REGIONAL AIRPORT**  
KILLEEN, TX  
CIP PLANNING  
CIP EXHIBIT

JOB NO.  
DATE: NOV. 2022  
DESIGNED BY: DWM  
DRAWN BY: MSL  
DRAWING NUMBER  
**EXB**  
SHEET  
NUMBER **1**

**GARVER**

6151 GARVER AVE.  
 THE GARVER GROUP, INC.  
 10000 W. 10TH AVE., SUITE 100  
 DENVER, CO 80231  
 (303) 751-1000  
 FAX (303) 751-1001



AB	NOTES	DATE	AGE



Killebrew - Fort Hood  
Regional Airport

KILLEEN-FORT HOOD  
REGIONAL AIRPORT  
KILLEEN, TX

CIP EXHIBIT

JOB NO.:  
DATE: NOV. 2022  
DESIGNED BY: DWM  
DRAWN BY: MSL

Call 1-800-451-4242

DRAWING NUMBER  
**EXB**  
SHEET  
NUMBER **2**

[illegible]





## Federal Aviation Administration

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### Memorandum

Date: December 28, 2022

To: Point of Contact, Texas ADO

From: Airport Environmental Specialist, Texas ADO, ASW-652C *Melissa Foreman*

Subject: Environmental Determination, Categorical Exclusion for the  
Killeen-Fort Hood Regional Airport (GRK), Killeen, TX

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Killeen-Fort Hood Regional Airport (GRK) is proposing critical Passenger Terminal Mechanical Improvements. The work will encompass several critical infrastructure needs. Replacement of computer hardware, software for the entire baggage system. Additionally, replacement of the inbound baggage carousel. Replacement for the existing PCAir on jet bridge 1 and 6 that has lived past life expectancy. Lastly, replacement of an emergency generator. The work will be within the footprint of the existing pavement and will not affect any new areas.

Prior to a federal action, such as funding of an Airport Improvement Program Grant (AIP)/Airport Infrastructure Grant (AIG) or revision to the ALP, FAA is required to make an environmental determination addressing the impacts of the proposed project. This project would not cause a revision to the ALP.

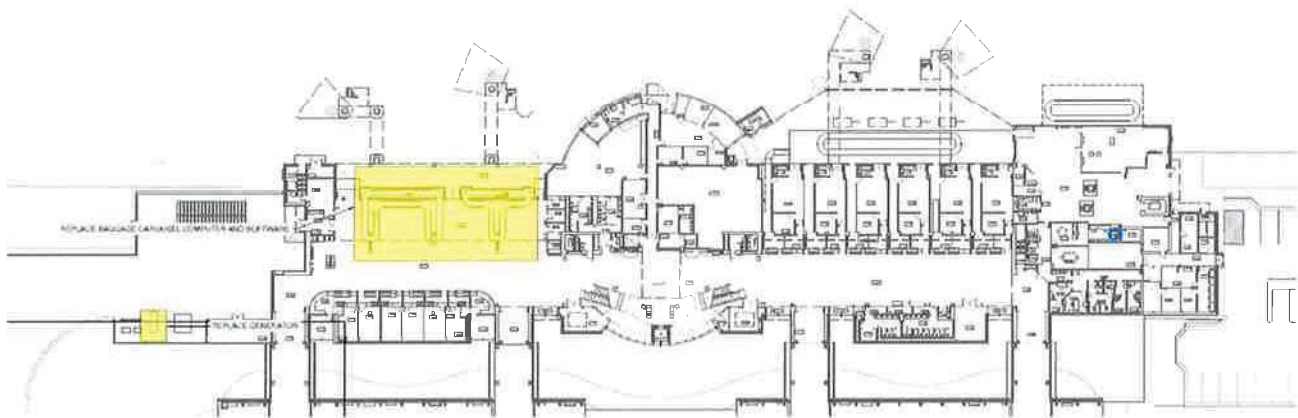
FAA Order 1050.1F, *Environmental Impacts: Policies and Procedures* provides eligibility for the Categorical Exclusion of Federal actions that do not individually or cumulatively have a significant effect on the human environment, with the exception of extraordinary circumstances. Paragraph 5-6.4 (aa) of Order 1050.1F provides eligibility for categorical exclusion for the above named project and states the following:

**5-6.4 (aa)** Upgrading of building electrical systems or maintenance of existing facilities, such as painting, replacement of siding, roof rehabilitation, resurfacing, or reconstruction of paved areas, and replacement of underground facilities.

A review of the proposed project and attached documentation supports the conclusion that there are no extraordinary circumstances associated with the project. Consequently, this project is categorically excluded from further environmental action.

Although the FAA has made an environmental determination for this project, there may be other state, local or federal environmental regulations that apply to this project. The sponsor should consider these other requirements before construction.

# Passenger Terminal Mechanical Improvements CIP EXHIBIT



# GRK Terminal Mechanical Updates





RESOLUTION TO AUTHORIZE CITY MANAGER TO  
SIGN AN AGREEMENT WITH THE FAA FOR AN AIP  
GRANT FOR THE TERMINAL MECHANICAL  
IMPROVEMENTS PROJECT

RS-24-124

July 2, 2024

# Background

2

- The City applied for and received a Federal Aviation Administration (FAA) Airport Improvement Program (AIP) grant in the amount of \$267,322 on September 12, 2023, to be used for the design of the Terminal Mechanical Improvements project at Killeen Regional Airport.
- Project included administration, design services, bidding services, and other engineering fees.

# Discussion

3

- ❑ The FAA has now notified the City that we will receive an AIP grant for the construction phase of the Terminal Mechanical Improvements project.
- ❑ The actual grant will not be issued until after bids have been received and reviewed.
- ❑ Grant offer will then be based on the accepted bid amount.

# Discussion

4

- The construction phase is comprised of various components including the replacement of the baggage claim carousels and associated belt system; upgrading the baggage system control hardware and software; replacing the Preconditioned Air (PCAir) on boarding bridges 1 and 6; and the replacement of the emergency generator.

# Discussion

5

- To comply with the FAA timeline requirements for returning signed grant offers, staff is requesting the City Council approve a resolution authorizing the City Manager, or designee, to execute the grant agreement and related documents pertaining to this grant offer.



# Discussion

6

- ❑ The grant will fund 90% of the cost. The 10% match will come from the FAA Passenger Facility Charge Program (PFC) Application that was approved by the FAA on February 16, 2023.
- ❑ No impact to the Aviation operational fund or fund balance.

# Recommendation

7

- City Council approve a resolution authorizing the City Manager, or designee, to execute any and all required documents, including all amendments, pertaining to the Federal Aviation Administration's Airport Improvement Program Grant for the Terminal Mechanical Improvements project at Killeen Regional Airport.



# City of Killeen

## Staff Report

File Number: RS-24-125

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1	City Council Workshop	07/02/2024	reviewed and referred	City Council	07/09/2024
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Consider a memorandum/resolution establishing a Charter Review Committee.

**DATE:** July 2, 2024

**TO:** Kent Cagle, City Manager

**FROM:** Holli Clements, City Attorney

**SUBJECT:** Establishing Charter Review Committee

**BACKGROUND AND FINDINGS:**

On June 18, 2024, City Council directed staff to proceed with the establishment of a Charter Review Committee.

The Charter is the fundamental governing document of a home-rule city in Texas. Charter amendments may be initiated through petition or by Council initiative and require voter approval at an election. If the Council initiative approach is taken, the Council may establish any mechanism and process to formulate the ballot issues including establishing a Charter Review Committee.

The Charter may not be changed more often than every two years. The last Charter election was in May 2022.

Councilmembers have indicated a desire to appoint a citizen committee to review the Charter and return recommendations to Council. The attached Councilmember Proposal for Establishment of a Charter Review Committee recommends the following:

**Purpose and Scope:** Committee is to conduct a thorough review of the existing Charter, identify necessary amendments, and gather input from the community;

**Composition:** 8 - 9 members; Mayor and Councilmembers nominate one member each;

**Qualifications:** Background in law, government, business, or community service; must be residents of Killeen;

**Timeline and Reporting:** Appointments made within 30 days following approval of Proposal; Committee submits final recommendations to City Council.

**THE ALTERNATIVES CONSIDERED:**

The alternatives are:

1. Establish a Charter Review Committee of citizens in accordance with the attached Proposal for Establishment of a Charter Review Committee.
2. Do not establish a Charter Review Committee.

**Which alternative is recommended? Why?**

Staff recommends that City Council consider establishing a Charter Review Committee in accordance with the Proposal.

**CONFORMITY TO CITY POLICY:**

This action conforms to state law and Charter provisions.

**FINANCIAL IMPACT:**

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

N/A

**Is this a one-time or recurring revenue/expenditure?**

N/A

**Is this revenue/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 revenue/expenditure?**

N/A

**RECOMMENDATION:**

Staff recommends that City Council consider establishing a Charter Review Committee in accordance with the Proposal.

**DEPARTMENTAL CLEARANCES:**

N/A

**ATTACHED SUPPORTING DOCUMENTS:**

Proposal for Establishment  
Presentation

# **Proposal for Establishment of a Charter Review Committee**

## **Introduction**

The City of Killeen seeks to maintain a city charter that effectively reflects the values, needs, and laws governing our community. To ensure our City Charter remains a dynamic, legally compliant, and functional document, the establishment of a Charter Review Committee is proposed.

## **Background**

Cities across Texas periodically review their charters to ensure they align with current municipal needs and state laws. For example, cities like Austin and Houston convene charter review committees every few years, particularly before city council elections. These committees review, suggest, and oversee changes or amendments to the city charter.

## **Proposal**

### **1. Committee Purpose and Scope:**

- The Charter Review Committee will be tasked with conducting a thorough review of the existing City Charter of Killeen.
- It will identify necessary amendments or revisions to ensure the Charter meets current legal standards and effectively serves the city's operational and governance needs.
- The Committee will engage with the community to gather input and recommendations for changes, ensuring the Charter reflects the community's needs and values.

### **2. Committee Composition:**

- The Committee shall consist of nine members to ensure a manageable yet diverse group that can effectively represent various community perspectives.
- Members will be appointed based on a nomination process from the City Council. Each Council member, including the Mayor, will nominate one member.

### **3. Member Qualifications:**

- Nominees should have a background in law, government, business, or community service.

- Nominees must be residents of Killeen and remain non-partisan in matters related to city governance.

#### **4. Appointment Process:**

- Nominations will be presented and confirmed during regular City Council meetings.
- Each Council member will submit their nominee's name and qualifications in writing to the City Secretary at least one week prior to the Council meeting where appointments will be finalized.

#### **5. Duties and Responsibilities:**

- Review the entire City Charter to assess its relevance and effectiveness.
- Propose amendments or changes that reflect modern governance needs and legal standards.
- Prepare a report detailing recommended changes, the rationale for each change, and the potential impact on city operations and governance.
- Conduct public meetings to solicit feedback from the citizens of Killeen.

#### **6. Timeline:**

- The Committee will be established within 30 days following the approval of this proposal.
- A final report of recommendations must be submitted to the City Council within six months after the first committee meeting.

#### **7. Reporting:**

- The Committee will report its findings and recommendations directly to the City Council.
- Interim reports will be presented at regular intervals during the review process to ensure ongoing transparency and Council engagement.

#### **8. Dissolution:**

- The Committee will dissolve upon the completion of its duties and the submission of its final report, unless extended by a Council resolution.

### **Conclusion**

Establishing a Charter Review Committee will enable Killeen to ensure its charter remains a strong foundation for municipal governance. This initiative reflects our commitment to transparency, legal compliance, and community engagement.





# CHARTER REVIEW

RS-24-125

July 2, 2024

# Background

- ❑ On June 18, 2024, City Council directed staff to proceed with the establishment of a Charter Review Committee.
- ❑ The Charter is the fundamental governing document of a home-rule city in Texas.
- ❑ The Charter may not be changed more often than every 2 years. The City's Charter was last amended in May 2022.
- ❑ The Charter is amended by popular vote at an election.
- ❑ The Council may establish a process to formulate the ballot issues, including establishing a review committee.

# Proposal – Charter Review Committee

3

- Councilmember Proposal for Charter Review Committee:
  - ▣ Purpose and Scope: Committee to conduct thorough review of existing Charter and identify necessary amendments; gather input from community
  - ▣ Composition: 8 -9 members; Mayor and each Councilmember nominate one member
  - ▣ Qualifications: background in law, government, business, or community service; residents of Killeen
  - ▣ Timeline and Reporting: Appointments made within 30 days following approval of Proposal; Committee submits final report of recommendations to Council within 6 months

# Procedure for Charter Amendments

4

- ❑ Review Charter and Prepare Amendments
- ❑ Draft Proposition language
  - ▣ An amendment may not contain more than one subject
- ❑ Call Special Election by ordinance
- ❑ Publish Legal Notices
- ❑ Hold Election
- ❑ Council Order declaring that the amendment is adopted
- ❑ Certification of Amendment(s) to Secretary of State

# Timeline for a May 2025 Election

5

## □ February 14, 2025

- ▣ Last day to call a May 2025 election via ordinance (include ballot language for each measure)

## □ May 3, 2025

- ▣ Uniform Election Date

# Options

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- ❑ Establish a Charter Review of citizens in accordance with Councilmember Proposal
- ❑ Do not establish a Charter Review Committee