



# City of Killeen

## Agenda City Council

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Tuesday, June 14, 2022

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	___ Nina Cobb
___ Riakos Adams	___ Jessica Gonzalez
___ Ramon Alvarez	___ Jose Segarra
___ Michael Boyd	___ Ken Wilkerson

### Invocation

### Pledge of Allegiance

### Approval of Agenda

### Citizen Comments

*This section allows members of the public to address the Council regarding any item(s), other than a public hearing item, on the agenda for Council's consideration. Each person shall sign up in advance, may speak only one time, and such address shall be limited to four (4) minutes. The Presiding Officer may allow a one (1) minute extension, if requested at the end of the original three (3) minute period. A majority vote of the City Council is required for any other time extensions.*

### Discussion Items

1. [DS-22-076](#) Discuss City Secretary Certification of an Initiative Petition for an Ordinance to Eliminate Low-Level Marijuana Enforcement in the City of Killeen.  
**Attachments:** [Memorandum](#)  
[Initiative Petition](#)  
[Presentation](#)

### Consent Agenda

2. [MN-22-013](#) Consider Minutes of Regular City Council Meeting of May 10, 2022.
3. [MN-22-014](#) Consider Minutes of Special City Council Meeting of May 17, 2022.
4. [MN-22-015](#) Consider Minutes of Special City Council Meeting of May 23, 2022.

5. [MN-22-016](#) Consider Minutes of Regular City Council Meeting of May 24, 2022.
6. [RS-22-068](#) Consider a memorandum/resolution appointing councilmembers to various boards and commissions.  
**Attachments:** [Presentation](#)
7. [RS-22-069](#) Consider a memorandum/resolution suspending the June 17, 2022, effective date of the requested rate change filed by Oncor Electric Delivery Company and approving cooperation with the Steering Committee of Cities Served by Oncor.  
**Attachments:** [Resolution](#)  
[Presentation](#)
8. [RS-22-070](#) Consider a memorandum/resolution setting compensation for the mayor and councilmembers.  
**Attachments:** [Presentation](#)
9. [RS-22-071](#) Consider a memorandum/resolution awarding Bid No. 22-17, Mowing Equipment Lease, to Austin Turf & Tractor authorizing a sixty (60) month lease agreement with Wells Fargo Financial Leasing, Inc. for seven (7) mowers in the amount of \$345,430.20 to maintain Stonetree Golf Club.  
**Attachments:** [Bid Tab](#)  
[Contract](#)  
[Certificate of Interested Parties](#)  
[Presentation](#)
10. [RS-22-072](#) Consider a memorandum/resolution authorizing a professional services contract with American Ramp Company for renovation of Conder Skate Park in the amount of \$295,800.  
**Attachments:** [Design](#)  
[Agreements](#)  
[Appendix A](#)  
[Certificate of Interested Parties](#)  
[Presentation](#)
11. [RS-22-073](#) Consider a memorandum/resolution awarding Bid No. 22-18, Golf Cart Lease, to E-Z-GO and authorizing a sixty (60) month lease agreement with Huntington National Bank for seventy-five (75) golf carts for Stonetree Golf Club in the amount of \$193,410.00.  
**Attachments:** [Bid Tab](#)  
[Bid Proposal](#)  
[Lease](#)  
[Presentation](#)

12. [RS-22-074](#) Consider a memorandum/resolution authorizing the purchase of mechanical CPR devices and accessories in the amount of \$143,193.69 from Zoll Medical Corp.
- Attachments:** [Sole Source](#)  
[Quote](#)  
[Certificate of Interested Parties](#)  
[Presentation](#)
13. [RS-22-075](#) Consider a memorandum/resolution approving the purchase of land at 9132 Trimmier Road from the Killeen Independent School District for Killeen Fire Department Facilities in the amount of \$360,000.
- Attachments:** [Staff Assessment](#)  
[Land Acquisition Memo](#)  
[Land Acquisition Letter](#)  
[Site Concept Plan](#)  
[Appraisal](#)  
[Agreement](#)  
[Presentation](#)
14. [RS-22-076](#) Consider a memorandum/resolution awarding RFP 22-23, Health Benefits Consultant, to Lockton Dunning in the amount of \$90,000.
- Attachments:** [Contract](#)  
[Certificate of Interested Parties](#)  
[Presentation](#)
15. [RS-22-077](#) Consider a memorandum/resolution authorizing an amended Interlocal Agreement with Bell County for the relocation of the Bell County Killeen Annex.
- Attachments:** [Interlocal Agreement - Amended](#)  
[Presentation](#)

## Public Hearings

16. [PH-22-041](#) HOLD a public hearing and consider an ordinance requested by Republic Engineering & Development Services on behalf of Michael & Rhonda Jung (Case #FLUM 22-09) to amend the Comprehensive Plan's Future Land Use Map (FLUM) from a 'General Residential' (GR) designation to a 'Suburban Commercial' (SC) designation for approximately 20.75 acres out of the Cosper Creek Addition, Block One, part of Lots 3 and 7. The property is addressed as 3288 and 3288-A Chaparral Road, Killeen, Texas.
- Attachments:** [Maps](#)  
[Site Photos](#)  
[Minutes](#)

[Ordinance](#)

[Exhibit](#)

[Presentation](#)

17. [PH-22-042](#) HOLD a public hearing and consider an ordinance requested by Mitchell and Associates, Inc. on behalf of CPB Investments, Inc. (Case #FLUM 22-17) to amend the Comprehensive Plan's Future Land Use Map (FLUM) from a 'General Residential' (GR) designation to a 'General Commercial' (GC) designation for approximately 0.50 acre out of the Thomas Robinett Survey, Abstract No. 686. The property is generally located on the south side of Janelle Drive, approximately 500 feet east of the intersection with Clear Creek Road, Killeen, Texas.
- Attachments:** [Maps](#)
- [Minutes](#)
- [Ordinance](#)
- [Presentation](#)
18. [PH-22-043](#) HOLD a public hearing and consider an ordinance requested by Mitchell and Associates on behalf of CPB Investments, Inc. (Case #Z22-23), to rezone approximately 0.500 acres out of the Thomas Robinett Survey, Abstract No. 686, from "A-R1" (Agricultural Single-Family Residential District) to "B-3" (Local Business District). The property is generally located west of Clear Creek Road and south of Janelle Drive, Killeen, Texas.
- Attachments:** [Maps](#)
- [Site Photos](#)
- [Minutes](#)
- [Ordinance](#)
- [Considerations](#)
- [Responses](#)
- [Presentation](#)
19. [PH-22-044](#) HOLD a public hearing and consider an ordinance requested by Lawrence Passariello, on behalf of PCW Investments LLC (FLUM# 22-19) to amend the Comprehensive Plan's Future Land Use Map (FLUM) from a 'General Commercial' (GC) designation to a 'Residential-Commercial Mix' (RC-MIX) designation, being approximately 0.71 acres out of the Norman's Addition Survey, Block 9, Lots 5 and 6. The property is locally addressed as 72 Arlee Street, Killeen, Texas.
- Attachments:** [Maps](#)
- [Minutes](#)
- [Ordinance](#)
- [Presentation](#)
20. [PH-22-045](#) HOLD a public hearing and consider an ordinance requested by Lawrence

Passariello, on behalf of PCW Investments LLC (Case #Z22-25), to rezone approximately 0.71 acres out of the Norman's Addition Survey, Block 9, Lots 5 and 6 from "B-5" (Local Business District) to "R-3F" (Multifamily Residential District). The property is locally addressed as 72 Arlee Street, Killeen, Texas.

**Attachments:** [Maps](#)

[Site Photos](#)

[Minutes](#)

[Ordinance](#)

[Considerations](#)

[Responses](#)

[Presentation](#)

## Adjournment

*I certify that the above notice of meeting was posted on the Internet and on the bulletin boards at Killeen City Hall and at the Killeen Police Department on or before 5:00 p.m. on June 10, 2022.*

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Lucy C. Aldrich, City Secretary

*The public is hereby informed that notices for City of Killeen meetings will no longer distinguish between matters to be discussed in open or closed session of a meeting. This practice is in accordance with rulings by the Texas Attorney General that, under the Texas Open Meetings Act, the City Council may convene a closed session to discuss any matter listed on the agenda, without prior or further notice, if the matter is one that the Open Meetings Act allows to be discussed in a closed session.*

*This meeting is being conducted in accordance with the Texas Open Meetings Law [V.T.C.A., Government Code, § 551.001 et seq.]. This meeting is being conducted in accordance with the Americans with Disabilities Act [42 USC 12101 (1991)]. The facility is wheelchair accessible and handicap parking is available. Requests for sign interpretive services are available upon requests received at least 48 hours prior to the meeting. To make arrangements for those services, please call 254-501-7700, City Manager's Office, or TDD 1-800-734-2989.*

## Notice of Meetings

*The Mayor and/or City Council have been invited to attend and/or participate in the following meetings/conferences/events. Although a quorum of the members of the City Council may or may not be available to attend this meeting, this notice is being posted to meet the requirements of the Texas Open Meetings Act and subsequent opinions of the Texas Attorney General's Office. No official action will be taken by Council.*

- Juneteenth Festival, June 18, 2022, 8:00 a.m., Killeen Community Center

- *Juneteenth Parade, June 18, 2022, 10:00 a.m., Downtown Killeen*
- *Little Free Library Ribbon Cutting, June 29, 2022, 8:30 a.m., Heritage Oaks Hike & Bike Trail*
- *IGSA Signing Ceremony, June 29, 2022, 3:00 p.m., Animal Control Facility - Fort Hood*
- *Chaparral High School Dedication Ceremony, August 4, 2022, 6:00 p.m., Chaparral High School*
- *Chaparral High School First Day of School, August 15, 2022, 8:45 a.m., Chaparral High School*

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



# City of Killeen

## Staff Report

File Number: DS-22-076

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## INTEROFFICE MEMORANDUM

**To:** MAYOR AND CITY COUNCILMEMBERS

**VIA:** Kent Cagle, City Manager  
Traci Briggs, City Attorney

**FROM:** LUCY ALDRICH, CITY SECRETARY

**DATE:** JUNE 14, 2022

**SUBJECT:** INITIATIVE PETITION – CERTIFICATION

On May 25, 2022, an initiative petition was filed with the City Secretary's office.

Any initiative ordinance may be submitted to the council by a petition signed by qualified electors of the city equal in number to at least twenty-five percent of the number of voters in the last regular municipal election of the mayor and at-large councilmembers.

The May 7, 2022 election had a voter turnout in the amount of 4,072. Twenty-five percent of 4,072 is 1,018. Review of the submitted petition was completed within the required ten days. Let this memorandum reflect the certification of more than 1,018 registered voters signed the petition in support of an initiative ordinance eliminating low-level marijuana enforcement in the City of Killeen and that the petition was filed and completed as required by charter.

The next steps are for the City Council to conduct a public hearing on the proposed ordinance and consider the ordinance not later than sixty days from June 14, 2022 (August 13, 2022). If the City Council shall fail to pass an ordinance proposed by the initiative petition or shall pass it in a form different from than set forth in the petition, the proposed ordinance shall be submitted to the electors on the first authorized uniform election date prescribed by the Election Code. The next uniform election is scheduled for November 8, 2022. If an election is to be held, it would need to be ordered by August 22, 2022.

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Lucy Aldrich  
City Secretary

The names and addresses of five electors, who, as a committee of the petitioners, shall be regarded as responsible for the circulation and filing of the petition:

Shirley Fleming, 1805 Kenyon St., Killeen, TX 76543

Melvin Brown, Jr., 650 Turkey Trot, Killeen, TX 76542

Louie Minor, 503 West Avenue I, Killeen TX 76541

Jonathan Hildner, 4200 Elms Run Circle A, Killeen, TX 76542

Runda Wells, 2111 Southport Dr., Killeen TX 76542

#### **AN ORDINANCE TO ELIMINATE LOW-LEVEL MARIJUANA ENFORCEMENT**

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

Chapter 22, Article V of the City Code is hereby created, to be titled "Marijuana Enforcement" and to read as follows:

#### **ARTICLE V. - MARIJUANA ENFORCEMENT**

##### **Sec. 22-80. - Ending citations and arrests for misdemeanor possession of marijuana.**

(a) Killeen police officers shall not issue citations or make arrests for Class A or Class B misdemeanor possession of marijuana offenses, except in the limited circumstances described in (b).

(b) The only circumstances in which Killeen police officers are permitted to issue citations or make arrests for Class A or Class B misdemeanor possession of marijuana are when such citations or arrests are part of (1) the investigation of a felony level narcotics case that has been designated as a high priority investigation by a Killeen police commander, assistant chief of police, or chief of police; and/or (2) the investigation of a violent felony.

(c) In every instance other than those described in (b), if a Killeen police officer has probable cause to believe that a substance is marijuana, an officer may seize the marijuana. If the officer seizes the marijuana, they must write a detailed report and release the individual if possession of marijuana is the sole charge.

(d) Killeen police officers shall not issue any charge for possession of marijuana unless it meets at least one of the factors described in (b).

##### **Section 22-81. - Citations for possession of drug residue or drug paraphernalia shall not be issued in lieu of a possession of marijuana charge.**

(a) A class C misdemeanor citation for possession of drug residue or drug paraphernalia shall not be issued in lieu of a possession of marijuana charge.

##### **Section 22-82. - Prohibition against using City funds or personnel to conduct THC concentration testing.**

(a) No City funds or personnel shall be used to request, conduct, or obtain tetrahydrocannabinol (THC) testing of any cannabis-related substance to determine whether the substance meets the legal definition of marijuana under state law, except in the limited circumstances of a police investigation pursuant to § 22-80(b).

(b) This prohibition shall not limit the ability of Killeen police to conduct toxicology testing to ensure public safety, nor shall it limit THC testing for the purpose of any violent felony charge.

##### **Section 22-83. - Prohibition against City police using the odor of marijuana or hemp as probable cause for search or seizure.**

(a) Killeen police shall not consider the odor of marijuana or hemp to constitute probable cause for any search or seizure, except in the limited circumstances of a police investigation pursuant to § 22-80(b).

##### **Section 22-84. - Training and policy updates; community involvement.**

(a) The City Manager and Chief of Police shall ensure that Killeen police officers receive adequate training concerning each of the provisions of this ordinance.

(b) The City Manager shall work with the Killeen Police Chief and other relevant stakeholders identified in (c) to update City policies and internal operating procedures in accordance with this ordinance. Actions that may be necessary include, but are not limited to: updating the Killeen Police Department General Manual; updating the training bulletin; training officers; and updating internal databases and systems.

(c) The City Manager shall arrange regular meetings to discuss the development of policies, procedures, and practices related to this ordinance, which shall include community stakeholders including: the Police Chief's Advisory Panel; other interested stakeholders and community organizations; individuals directly impacted by arrests within the City; immigrant communities; and communities of color. These meetings shall be open to public participation, have minutes and agendas publicly accessible, and have audio and video recordings uploaded to the City's website.

##### **Section 22-85. - Discipline.**

(a) Any violation of this chapter may subject a Killeen police officer to discipline as provided by the Texas Local Government Code or as provided in City policy.

##### **Section 22-86. - Reporting.**

(a) Within three months of the adoption of this ordinance, and once per year thereafter, the City Manager or their designee shall present to the City Council, at a public meeting subject to the Texas Open Meetings Act, a report concerning the City's implementation of this ordinance.

A stylized graphic consisting of a grey five-pointed star at the top right, with a curved grey line extending from the bottom left towards the star. The line is composed of several overlapping, slightly offset segments, creating a sense of motion or a path. The background is white.

# INITIATIVE PETITION - CERTIFICATION

DS-22-076

June 14, 2022

# Power of Initiative

2

- Per charter, any initiative ordinance may be submitted to the City Council by a petition signed by qualified electors of the city equal in number to at least 25% of the number of voters in the last municipal election of the mayor and at-large councilmembers

# Submitted Initiative

3

- On May 25, 2022 an initiative petition supporting an ordinance that would eliminate low-level marijuana enforcement in the City of Killeen was filed with the City Secretary's office

# Certification

4

- After completing the examination of the petition, the city secretary shall certify the results to the City Council at its regular meeting
- The May 7th election had a voter turnout of 4,072. The required number of registered City of Killeen voters signing the petition is 1,018 (25% of 4,072)
- Review of the petition has been completed and it is certified that the submitted petition has a sufficient number of signatures and was filed and completed as required by charter

# Next Steps

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- City Council shall conduct a public hearing on the proposed ordinance and consider the ordinance not later than 60 days from today (August 13, 2022)
- If the City Council approves the ordinance as submitted, it becomes effective upon its passage
- If the City Council fails to pass the ordinance or it is passed in a different form than set forth in the petition, the ordinance shall be submitted to the electors

# Election

6

- The next uniform election is November 8, 2022 and if an election is to be held, it must be ordered by August 22, 2022
- Upcoming meeting dates to hold a public hearing and consider the proposed ordinance are:
  - ▣ June 21 Workshop / June 28 Regular Meeting
  - ▣ July 5 Workshop / July 12 Regular Meeting
  - ▣ July 19 Workshop / July 26 Regular Meeting
  - ▣ August 2 Workshop / August 9 Regular Meeting

# Recommendation

7

- Staff recommends City Council provide a motion of direction to bring the submitted initiative ordinance eliminating low-level marijuana enforcement in the City of Killeen back to one of the proposed meeting dates for a public hearing and consideration



# City of Killeen

## Staff Report

File Number: MN-22-013

1	City Council Workshop	06/07/2022	Reviewed and Referred	City Council	06/14/2022
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**City of Killeen**  
 City Council Meeting  
 Killeen City Hall  
 May 10, 2022 at 5:00 p.m.

Presiding: Mayor Debbie Nash-King

Attending: Mayor Protem Rick Williams (via video conference), Councilmembers Jessica Gonzalez, Riakos Adams, Nina Cobb, Michael Boyd, Ken Wilkerson, and Mellisa Brown

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

Mr. Jones gave the invocation. Councilmember Adams led everyone in the Pledge of Allegiance.

### Approval of Agenda

*Motion was made by Mayor Protem Williams to approve the agenda. Motion was seconded by Councilmember Adams. The motion carried unanimously.*

### Citizen Comments

- Ms. Jewelliann Jones spoke on agenda item OR-22-007.
- Mr. Bill Paquette spoke on agenda item OR-22-007.
- Mr. James Everard spoke on agenda item OR-22-007.
- Ms. Kathleen Sixsmith spoke on agenda item OR-22-007.

### Consent Agenda

- MN-22-011** Consider Minutes of Regular City Council Meeting of April 12, 2022.
- RS-22-058** Consider a memorandum/resolution approving a professional services agreement with Meeting the Challenge, A CP&Y Company, for consulting services related to Americans with Disabilities Act compliance in the amount of \$197,710.
- RS-22-059** Consider a memorandum/resolution approving an operating authority application for From Ten Til Two Limousine Bus, LLC.

*Motion was made by Councilmember Boyd to approve the consent agenda. Motion was seconded by Councilmember Adams. The motion carried unanimously.*

### Ordinances

**OR-22-007** Consider an ordinance amending the Code of Ordinances Chapter 6 Animals, adopting miniature swine regulations.

The City Secretary read the caption of the ordinance.

AN ORDINANCE AMENDING CHAPTER 6, ANIMALS, OF THE CODE OF ORDINANCES OF THE CITY OF KILLEEN, ADDING PROVISIONS RELATED TO MINIATURE SWINE; PROVIDING A REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

**Staff Comments:** Danielle Singh, Assistant City Manager

Ms. Singh and Animal Services Advisory Committee member Dr. Michael Joyner, DMV, were available to provide additional information and answer questions.

*Motion was made by Councilmember Brown to approve OR-22-007 amending the ordinance to a 200-pound weight limit in an R-1 and 100-pound weight limit on the first floor in a multi-family. Motion was seconded by Councilmember Wilkerson. Motion carried 4 to 3 with Councilmember Gonzalez, Councilmember Cobb and Councilmember Boyd in opposition.*

### Public Hearings

**PH-22-032** HOLD a public hearing and consider an ordinance requested by Killeen Engineering and Surveying, Ltd. on behalf of JOF Developers (Case #FLUM 22-14) to amend the Comprehensive Plan's Future Land Use Map (FLUM) from a 'Suburban Commercial' (SC) designation to a 'General Residential' (GR) designation for approximately 2.90 acres out of the James Cook Survey, Abstract No. 161. The property is locally addressed as 5601 Clear Creek Road, Killeen, Texas.

The City Secretary read the caption of the ordinance.

AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN'S FUTURE LAND USE MAP TO CHANGE APPROXIMATELY 2.90 ACRES OUT OF THE JAMES COOK SURVEY, ABSTRACT NO. 161, FROM A 'SUBURBAN COMMERCIAL' (SC) DESIGNATION TO 'GENERAL RESIDENTIAL' (GR) DESIGNATION; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR THE REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

**Staff Comments:** Wallis Meshier, Director of Planning

This item was presented to City Council during their May 3, 2022 Workshop meeting. Ms. Meshier was available to provide additional information and answer questions.

The applicant's agent, Ms. Michelle Lee, was available to provide additional information and answer questions.

Mayor Nash-King opened the public hearing.

With no one appearing, the public hearing was closed.

*Motion was made by Councilmember Adams to approve PH-22-032. Motion was seconded by Councilmember Boyd. Motion carried 5 to 2 with Councilmember Gonzalez and Councilmember Brown in opposition.*

**PH-22-033** HOLD a public hearing and consider an ordinance requested by Eugene Kim on behalf of G3 JS Investments, LLC (Case #FLUM 22-13) to amend the Comprehensive Plan's Future Land Use Map (FLUM) from a 'General Residential' (GR) designation to a 'General Commercial' (GC) designation for approximately 4.289 acres out of the A. Thompson Survey, Abstract No. 813. The property is locally addressed as 905 W. Hallmark Avenue, Killeen, Texas.

The City Secretary read the caption of the ordinance.

AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN'S FUTURE LAND USE MAP TO CHANGE APPROXIMATELY 4.289 ACRES OUT OF THE A THOMPSON SURVEY, ABSTRACT NO. 813, FROM A 'GENERAL RESIDENTIAL' (GR) DESIGNATION TO A 'GENERAL COMMERCIAL' (GC) DESIGNATION; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR THE REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

**Staff Comments:** Wallis Meshier, Director of Planning

This item was presented to City Council during their May 3, 2022 Workshop meeting. Ms. Meshier was available to provide additional information and answer questions.

Mayor Nash-King invited the applicant to speak.

The applicant, Mr. Eugene Kim, was available to provide additional information and answer questions.

Mayor Nash-King opened the public hearing.

With no one appearing, the public hearing was closed.

*Motion was made by Councilmember Boyd to approve PH-22-033. Motion was seconded by Councilmember Gonzalez. Motion carried unanimously.*

**PH-22-034** HOLD a public hearing and consider an ordinance requested by Eugene Kim on behalf of G3 JS Investments, LLC (Case #Z22-18) to rezone approximately 2.94 acres out of the A. Thompson Survey, Abstract No. 813, from "R-3" (Multifamily Residential District) to "B-3" (Local Business District). The property is locally addressed as 905 W. Hallmark Avenue, Killeen, Texas.

The City Secretary read the caption of the ordinance.

AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF KILLEEN BY CHANGING THE ZONING OF APPROXIMATELY 2.94 ACRES OUT OF THE A. THOMPSON SURVEY, ABSTRACT NO. 813, FROM "R-3" (MULTIFAMILY RESIDENTIAL DISTRICT) TO "B-3" (LOCAL BUSINESS DISTRICT); PROVIDING A SAVINGS CLAUSE; PROVIDING FOR THE REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR AN EFFECTIVE DATE.

**Staff Comments:** Wallis Meshier, Director of Planning

This item was presented to City Council during their May 3, 2022 Workshop meeting. Ms. Meshier was available to provide additional information and answer questions.

Mayor Nash-King invited the applicant to speak.

The applicant, Mr. Eugene Kim, was available to provide additional information and answer questions.

Mayor Nash-King opened the public hearing.

With no one appearing, the public hearing was closed.

*Motion was made by Councilmember Brown to approve PH-22-034. Motion was seconded by Councilmember Boyd. Motion carried unanimously.*

**PH-22-035** HOLD a public hearing and consider an ordinance requested by Mitchell & Associates on behalf of Jerome Gomer (Case #FLUM 22-15) to amend the Comprehensive Plan's Future Land Use Map (FLUM) from a 'Suburban Commercial' (SC) designation to a 'General Residential' (GR) designation for approximately 9.386 acres out of the A.M. Boren Survey, Abstract No. 1365. The property is locally addressed as 10225 and 10335 Trimmier Road, Killeen, Texas.

The City Secretary read the caption of the ordinance.

AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN'S FUTURE LAND USE MAP TO CHANGE APPROXIMATELY 9.386 ACRES OUT OF THE A.M. BOREN SURVEY, ABSTRACT NO. 1365, FROM A 'SUBURBAN COMMERCIAL' (SC) DESIGNATION TO A 'GENERAL RESIDENTIAL' (GR) DESIGNATION; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR THE REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

**Staff Comments:** Wallis Meshier, Director of Planning

This item was presented to City Council during their May 3, 2022 Workshop meeting. Ms. Meshier was available to provide additional information and answer questions.

Mayor Nash-King invited the applicant to speak.

The applicant's representative, Mr. Mike Kriegel, was available to provide additional information and answer questions.

Mayor Nash-King opened the public hearing.

Mr. Michael Jung spoke in favor of the request.

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

*Motion was made by Councilmember Brown to disapprove PH-22-035. Motion was seconded by Councilmember Boyd. Motion failed 3 to 4 with Councilmember Gonzalez, Councilmember Adams, Councilmember Wilkerson and Mayor Protem Williams in opposition. Motion was made by Councilmember Wilkerson to approve PH-22-035. Motion was seconded by Councilmember Adams. Motion failed 3 to 4 with Councilmember Gonzalez, Councilmember Cobb, Councilmember Boyd and Councilmember Brown in opposition. Motion was made by Councilmember Brown to disapprove PH-22-035 Motion was seconded by Councilmember Boyd. During discussions, the applicant withdrew PH-22-035 and the associated agenda item rezoning request (PH-22-036). Councilmember Adams rescinded his second followed by Councilmember Brown rescinding her motion.*

**APPLICANT WITHDREW PH-22-036 REZONING REQUEST BEFORE AGENDA ITEM WAS RECOGNIZED.**

**PH-22-036** HOLD a public hearing and consider an ordinance requested by Mitchell & Associates, Inc. on behalf of Jerome Gomer (Case #Z22-20) to rezone approximately 9.386 acres out of the A.M. Boren Survey, Abstract No. 1365, from "A-R1" (Agricultural Single-Family Residential District) to "R-2" (Two-Family Residential District). The property is locally addressed as 10225 and 10335 Trimmier Road, Killeen, Texas.

**Discussion Items**

**DS-22-060** Discuss Scheduling of ARPA Grant Funding for Small Business Review.

**Staff Comments:** Danielle Singh, Assistant City Manager  
City Council made a motion of direction on May 3, 2022 to hold a Special Workshop Meeting on Saturday, May 14, 2022 to review the small business ARPA grant funded submitted applications. On Thursday, May 5, 2022, staff was notified that a quorum of the City Council would not be available on Saturday, May 14, 2022. City staff recommends that City Council select another meeting date to conduct this review.

*Motion of direction was made by Mayor Protem Williams to hold a Special Workshop Meeting on Wednesday, May 18, 2022 at 5:00 p.m. to review the applications submitted for the ARPA grant funds. Motion of direction was seconded by Councilmember Wilkerson. Motion carried unanimously.*

**Adjournment**

With no further business, upon motion being made by Councilmember Brown, seconded by Councilmember Boyd, and unanimously approved, the meeting was adjourned at 6:02 p.m.





# City of Killeen

## Staff Report

File Number: MN-22-014

1	City Council Workshop	06/07/2022	Reviewed and Referred	City Council	06/14/2022
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**City of Killeen**  
 Special City Council Meeting  
 Killeen City Hall  
 May 17, 2022 at 5:00 p.m.

Presiding: Mayor Debbie Nash-King

Attending: Councilmembers Jessica Gonzalez, Riakos Adams, Michael Boyd, Ken Wilkerson, and Mellisa Brown

Absent: Mayor Protem Rick Williams, Councilmember Nina Cobb

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

### Approval of Agenda

*Motion was made by Councilmember Adams to approve the agenda. Motion was seconded by Councilmember Brown. The motion carried unanimously.*

### Citizen Comments

No one signed up to speak.

### Ordinances

**OR-22-008** Consider an ordinance canvassing returns from May 7, 2022 General and Special Elections.

The City Secretary read the caption of the ordinance.

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF KILLEEN, TEXAS, CANVASSING RETURNS AND DECLARING THE RESULTS OF A GENERAL AND SPECIAL ELECTION HELD MAY 7, 2022 FOR THE ELECTION OF A MAYOR AND THREE COUNCILMEMBERS-AT-LARGE AND THIRTEEN (13) CHARTER AMENDMENTS.

Prior to the Special City Council Meeting Councilmember Gonzalez, Councilmember Adams and Councilmember Boyd verified the results of the May 7 election by

reviewing the results provided by Bell County. Councilmembers Adams, Boyd and Gonzalez read the ordinance that certified the election results stating the number of votes each candidate received, and that Debbie Nash-King received the most votes for Mayor and further noting that Jose Segarra, Ken Wilkerson, and Ramon Alvarez received the most votes for Councilmember At-Large. A petition for a recount was submitted for the Councilmember At-Large office resulting in continuing with the canvass but not the swearing in of the office. That Propositions A through G, Proposition I, and Propositions K-M passed, and that Propositions H and J failed.

*Motion was made by Councilmember Gonzalez to approve OR-22-008. Motion was seconded by Councilmember Adams. Motion carried 4 to 1, with Councilmember Wilkerson abstaining resulting in a nay vote.*

**Special Recognitions**

No special recognition was held pending the result of the recount.

**Oath of Office & Certificate of Election**

Judge Kris Krishna administered the Oath of Office to Debbie Nash-King.

**Standards of Conduct**

The standards of conduct were not read aloud and signed pending the result of the recount.

**Call to Order & Roll Call**

No call to order and roll call was conducted.

**Resolutions**

**RS-22-062** Consider a memorandum/resolution electing a Mayor Protem.

*Mayor Nash-King noted that electing a Mayor Protem would also be on hold pending the result of the recount.*

**Adjournment**

With no further business, upon motion being made by Councilmember Adams, seconded by Councilmember Gonzalez, and unanimously approved, the meeting was adjourned at 5:11 p.m.



# City of Killeen

## Staff Report

File Number: MN-22-015

1	City Council Workshop	06/07/2022	Reviewed and Referred	City Council	06/14/2022
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**City of Killeen**  
 Special City Council Meeting  
 Killeen City Hall  
 May 23, 2022 at 5:00 p.m.

Presiding: Mayor Debbie Nash-King

Attending: Councilmembers Jessica Gonzalez, Riakos Adams, Nina Cobb, Michael Boyd, Ken Wilkerson, and Mellisa Brown

Absent: Mayor Protem Rick Williams

Also attending were Assistant City Manager Danielle Singh, City Attorney Traci Briggs, City Secretary Lucy Aldrich, and Sergeant-at-Arms Martin

### Approval of Agenda

*Motion was made by Councilmember Adams to approve the agenda. Motion was seconded by Councilmember Boyd. The motion carried unanimously.*

### Citizen Comments

No one signed up to speak.

### Ordinances

**OR-22-009** Consider an ordinance canvassing the results of the May 22, 2022 election recount of the At-Large Councilmember office from the May 7, 2022 General Election.

The City Secretary read the caption of the ordinance.

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF KILLEEN, TEXAS,  
 CANVASSING THE RESULTS OF THE MAY 22, 2022 ELECTION RECOUNT OF THE  
 AT-LARGE COUNCILMEMBER OFFICE FROM THE MAY 7, 2022 GENERAL  
 ELECTION.

Prior to the Special City Council Meeting Councilmember Gonzalez, Councilmember Adams and Councilmember Boyd verified the results of the May 22 recount by reviewing the results provided by the recount committee chair. Councilmember

Gonzalez read the ordinance that certified the recount results stating the number of votes each candidate received, and that Jose Segarra, Ken Wilkerson, and Ramon Alvarez received the most votes for Councilmember At-Large.

*Motion was made by Councilmember Gonzalez to approve OR-22-009. Motion was seconded by Councilmember Boyd. Motion carried 6 to 1, with Councilmember Brown abstaining resulting in a nay vote.*

### **Special Recognitions**

Mayor Nash-King presented Councilmember Brown with a plaque and thanked her for her service to the City of Killeen.

### **Oath of Office & Certificate of Election**

Judge Kris Krishna administered the Oath of Office to Jose Segarra, Ken Wilkerson, and Ramon Alvarez.

Mayor Nash-King presented Certificates of Election to each of the newly appointed officials.

### **Standards of Conduct**

Assistant City Manager Danielle Singh read the Standards of Conduct while the entire City Council signed the Standards of Conduct.

### **Call to Order & Roll Call**

The new City Council was seated at the dais. Mayor Nash-King called the meeting to order at 5:19 p.m. and took roll call, noting that all City Councilmembers were present.

### **Resolutions**

**RS-22-062** Consider a memorandum/resolution electing a Mayor Protem.

*Motion was made by Councilmember Boyd to approve RS-22-062 electing Councilmember Wilkerson to serve as Mayor Protem. Motion was seconded by Councilmember Adams. Motion carried unanimously.*

### **Adjournment**

With no further business, upon motion being made by Councilmember Adams, seconded by Councilmember Boyd, and unanimously approved, the meeting was adjourned at 5:21 p.m.





# City of Killeen

## Staff Report

File Number: MN-22-016

1	City Council Workshop	06/07/2022	Reviewed and Referred	City Council	06/14/2022
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**City of Killeen**  
City Council Meeting  
Killeen City Hall  
May 24, 2022 at 5:00 p.m.

Presiding: Mayor Debbie Nash-King

Attending: Mayor Protem Ken Wilkerson, Councilmembers Jessica Gonzalez, Riakos Adams, Nina Cobb, Michael Boyd, Jose Segarra, and Ramon Alvarez

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

Councilmember Cobb gave the invocation. Councilmember Gonzalez led everyone in the Pledge of Allegiance.

### Approval of Agenda

*Motion was made by Mayor Protem Wilkerson to approve the agenda. Motion was seconded by Councilmember Adams. The motion carried unanimously.*

### Presentations

**PR-22-005** Killeen Star Award Presentation  
Mayor Nash-King and Councilmember Adams recognized Killeen citizen Delise Coleman for being an outstanding community member.

### Citizen Petitions

**CP-22-006** Holly Teel - spoke about concerns she has and the impact of not having a food store in the Long Branch area of the city.

**CP-22-007** Bear Jones - spoke about concerns he has with communication between Killeen citizens and the Killeen Police Department.

### Citizen Comments

Mr. Ronnie Russell - spoke on agenda item DS-22-071.

### Discussion Items

**DS-22-071** Discuss Request for In-Kind Services for Juneteenth Event.

**Staff Comments:** Danielle Singh, Assistant City Manager

Ms. Singh informed City Council of the request that City Management received from Mr. Ronnie Russell with the Innovation Black Chamber of Commerce for consideration of adding their sponsored annual Juneteenth event to the City Council's Governing Standards and Expectations for in-kind services to be provided by the City of Killeen.

*Motion of direction was made by Councilmember Segarra to add this event to the Governing Standards and Expectations. Motion of direction was seconded by Councilmember Boyd. The motion of direction carried unanimously.*

### Consent Agenda

**MN-22-012** Consider Minutes of Regular City Council Meeting of April 26, 2022.

**RS-22-063** Consider a memorandum/resolution approving an Intergovernmental Support Agreement with the United States Government for animal care on Fort Hood.

**RS-22-064** Consider a memorandum/resolution authorizing an Interlocal Agreement with the Killeen Independent School District for the construction of a sewer line in the Trimmier Creek Basin.

**RS-22-065** Consider a memorandum/resolution awarding Bid No. 22-20, Generator Project, to T. Morales Company Electric & Controls, Ltd. in the amount of \$480,535.

**RS-22-066** Consider a memorandum/resolution authorizing the procurement of computer hardware from GTS Technology Solutions in an amount not to exceed \$299,807.93.

**RS-22-067** Consider a memorandum/resolution ratifying a Meet and Confer Agreement with the Killeen Police Employee Association FOP Lodge 32.

*Motion was made by Mayor Protem Wilkerson to approve the consent agenda. Motion was seconded by Councilmember Boyd. The motion carried unanimously.*

### Public Hearings

**PH-22-037** HOLD a public hearing and consider an ordinance requested by Donald Ray Myers on behalf of James Myers (Case #Z22-19) to rezone approximately 0.443 acres out of the Ernest Bridges Replat 3, Block 2, Lot 2, from "B-5" (Business District) to "B-C-1" (General Business and Alcohol Sales District). The property is addressed as 903 W. Rancier Avenue, Killeen, Texas.

The City Secretary read the caption of the ordinance.

AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF KILLEEN BY CHANGING THE ZONING OF APPROXIMATELY 0.443 ACRES OUT OF THE

ERNEST BRIDGES REPLAT 3, LOT 002, FROM "B-5" (BUSINESS DISTRICT) TO "B-C-1" (GENERAL BUSINESS AND ALCOHOL SALES 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 May 10, 2022 Workshop meeting. Mr. Revell was available to provide additional information and answer questions.

The applicant's representatives, Valette Reese and Davide Davis, were available to provide additional information and answer questions.

Mayor Nash-King opened the public hearing.

With no one appearing, the public hearing was closed.

*Motion was made by Councilmember Adams to approve PH-22-037. Motion was seconded by Mayor Protem Wilkerson. Motion carried unanimously.*

**PH-22-038** HOLD a public hearing and consider an ordinance requested by All County Surveying, Inc. on behalf of Joel Barton (Case #FLUM 22-16) to amend the Comprehensive Plan's Future Land Use Map (FLUM) from an 'Industrial' (I) designation to a 'General Commercial' (GC) designation for 3.583 acres out of the Richard A. McGee Survey, Abstract No. 561. The property is locally addressed as 12176 S. Fort Hood Street, Killeen, Texas.

The City Secretary read the caption of the ordinance.

AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN'S FUTURE LAND USE MAP TO CHANGE APPROXIMATELY 3.583 ACRES OUT OF THE RICHARD A MCGEE SURVEY, ABSTRACT NO. 561, FROM AN 'INDUSTRIAL' (I) DESIGNATION TO A 'GENERAL COMMERCIAL' (GC) DESIGNATION; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR THE REPEAL OF CONFLICTING PROVISIONS; 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 May 10, 2022 Workshop meeting. Mr. Revell was available to provide additional information and answer questions.

The applicant's representative, Luke Mayo, was available to provide additional information and answer questions.

Mayor Nash-King opened the public hearing.

With no one appearing, the public hearing was closed.

*Motion was made by Mayor Protem Wilkerson to approve PH-22-038. Motion was seconded by Councilmember Boyd. Motion carried unanimously.*

**PH-22-039** HOLD a public hearing and consider an ordinance requested by All County Surveying, Inc. on behalf of Joel Barton (Case #Z22-21) to rezone approximately 3.583 acres out of the Richard A. McGee Survey, Abstract No. 561 from "A" (Agricultural District) and "B-3" (Local Business District) to "B-5" (Business District). The property is locally addressed as 12176 S. Fort Hood Street, Killeen, Texas.

The City Secretary read the caption of the ordinance.

AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF KILLEEN BY CHANGING THE ZONING OF APPROXIMATELY 3.583 ACRES OUT OF THE RICHARD A MCGEE SURVEY, ABSTRACT NO. 561, FROM "A" (AGRICULTURAL DISTRICT) AND "B-3" (LOCAL BUSINESS DISTRICT) TO "B-5" (BUSINESS 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 May 10, 2022 Workshop meeting. Mr. Revell was available to provide additional information and answer questions.

The applicant's representative was in the audience and was available to provide additional information and answer questions if needed.

Mayor Nash-King opened the public hearing.

With no one appearing, the public hearing was closed.

*Motion was made by Mayor Protem Wilkerson to approve PH-22-039. Motion was seconded by Councilmember Adams. Motion carried unanimously.*

**PH-22-040** HOLD a public hearing and consider an ordinance requested by Juli Bryan, on behalf of Z-Modular, LLC (Case #Z22-22), to rezone approximately 16.038 acres out of the J. S. Wilder Survey, Abstract No. 912 from "B-3" (Local Business District) to "B-5" (Business District). The property is locally addressed as 4800 E. Rancier Avenue, Killeen, Texas.

The City Secretary read the caption of the ordinance.

AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF KILLEEN BY CHANGING THE ZONING OF APPROXIMATELY 16.038 ACRES OUT OF THE J.S. WILDER SURVEY, ABSTRACT NO. 912, FROM "B-3" (LOCAL BUSINESS DISTRICT) TO "B-5" (BUSINESS 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 May 10, 2022 Workshop

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

The applicant, Juli Bryan, was available to provide additional information and answer questions.

Mayor Nash-King opened the public hearing.

With no one appearing, the public hearing was closed.

*Motion was made by Councilmember Boyd to approve PH-22-040. Motion was seconded by Councilmember Cobb. Motion carried unanimously.*

### **Adjournment**

With no further business, upon motion being made by Councilmember Adams, seconded by Councilmember Boyd, and unanimously approved, the meeting was adjourned at 5:38 p.m.



# City of Killeen

## Staff Report

File Number: RS-22-068

1	City Council Workshop	06/07/2022	Reviewed and Referred	City Council	06/14/2022
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**DATE:** June 7, 2022

**TO:** Kent Cagle, City Manager

**FROM:** Traci Briggs, City Attorney

**SUBJECT:** Appointing Councilmembers to Various Boards and Commissions

**BACKGROUND AND FINDINGS:**

Pursuant to section 3-10 (f) of the Governing Standards and Expectations, following the annual City Council election, appointments to committees will be made by the Mayor, with the consent of the City Council.

The City’s general election was held on May 7, 2022.

**THE ALTERNATIVES CONSIDERED:**

No alternatives are being considered.

**Which alternative is recommended? Why?**

N/A

**CONFORMITY TO CITY POLICY:**

Making these appointments conforms to relevant city ordinances and policies.

***Audit Committee***

Current Member	New Member	Comments
Jose Segarra	Debbie Nash-King	Mayor
Ken Wilkerson	Ken Wilkerson	Councilmember
Rick Williams	Jose Segarra	Councilmember

***Crime Solution Committee***

Current Member	New Member	Comments
Ken Wilkerson	Ken Wilkerson	Councilmember

**Hill Country Transit**

<b>Current Member</b>	<b>New Member</b>	<b>Comments</b>
Rick Williams	Ramon Alvarez	Elected Official Rep (term expires June 2024)

**Killeen Economic Development Corp (KEDC)**

<b>Current Member</b>	<b>New Member</b>	<b>Comments</b>
Mellisa Brown	Nina Cobb	Elected Official Representative
Debbie Nash-King	Debbie Nash-King	Elected Official Representative
Jose Segarra	Jose Segarra	Elected Official Representative

**Killeen Sister Cities**

<b>Current Member</b>	<b>New Member</b>	<b>Comments</b>
Michael Boyd	Michael Boyd	Elected Official Representative
Debbie Nash-King	Jessica Gonzalez	Elected Official Representative
Nina Cobb	Riakos Adams	Elected Official Representative
Jose Segarra	Debbie Nash-King	Ex-Officio, Mayor's Designee

**Tax Increment Reinvestment Zone Number Two Board**

<b>Current Member</b>	<b>New Member</b>	<b>Comments</b>
Nina Cobb	Debbie Nash-King	City Representative
Rick Williams	Ramon Alvarez	City Representative
Jose Segarra	Jose Segarra	City Representative

**Central Texas Council of Governments (CTCOG)**

<b>Current Member</b>	<b>New Member</b>	<b>Comments</b>
Jose Segarra	Debbie Nash-King	Elected Official Representative
Mellisa Brown	Ramon Alvarez	Alternate (Elected Official Representative)

**Development District Board of Central Texas**

<b>Current Member</b>	<b>New Member</b>	<b>Comments</b>
Michael Boyd	Michael Boyd	City Representative

**Transportation Planning Committee (K-TMPO)**

<b>Current Member</b>	<b>New Member</b>	<b>Comments</b>
Jose Segarra	Jose Segarra	Elected Official Representative
Debbie Nash-King	Debbie Nash-King	Elected Official Representative
Ken Wilkerson	Ramon Alvarez	Elected Official Representative

**CITY COUNCIL SUB-COMMITTEES:**

**Animal Advisory Committee**

<b>Current Member</b>	<b>New Member</b>	<b>Comments</b>
Ken Wilkerson	Riakos Adams	Sub-Committee Member
Jessica Gonzalez	Jessica Gonzalez	Sub-Committee Member

**Board of Adjustment - Construction**

<b>Current Member</b>	<b>New Member</b>	<b>Comments</b>
Ken Wilkerson	Michael Boyd	Sub-Committee Member

Jessica Gonzalez      Jessica Gonzalez      Sub-Committee Member

***Board of Adjustment - Fire Prevention Code***

<b>Current Member</b>	<b>New Member</b>	<b>Comments</b>
Rick Williams	Riakos Adams	Sub-Committee Member
Debbie Nash-King	Ken Wilkerson	Sub-Committee Member

***Board of Adjustment - Airport Hazard Zoning***

<b>Current Member</b>	<b>New Member</b>	<b>Comments</b>
Rick Williams	Ken Wilkerson	Sub-Committee Member
Michael Boyd	Michael Boyd	Sub-Committee Member

***Board of Adjustment - Zoning***

<b>Current Member</b>	<b>New Member</b>	<b>Comments</b>
Ken Wilkerson	Jessica Gonzalez	Sub-Committee Member
Mellisa Brown	Ramon Alvarez	Sub-Committee Member

***Senior Citizens Advisory Board***

<b>Current Member</b>	<b>New Member</b>	<b>Comments</b>
Nina Cobb	Nina Cobb	Sub-Committee Member
Jessica Gonzalez	Jessica Gonzalez	Sub-Committee Member

***Bell County Health District***

<b>Current Member</b>	<b>New Member</b>	<b>Comments</b>
Rick Williams	Nina Cobb	Sub-Committee Member
Michael Boyd	Riakos Adams	Sub-Committee Member

**FINANCIAL IMPACT:**

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

There is no current or future expenditure with these appointments.

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

N/A

**Is this expenditure budgeted?**

N/A

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

N/A

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

N/A

**RECOMMENDATION:**

Recommendation is to appoint new members as stated above.

**DEPARTMENTAL CLEARANCES:**

N/A

**ATTACHED SUPPORTING DOCUMENTS:**

N/A



# COUNCIL APPOINTMENTS TO BOARDS AND COMMISSIONS

RS-22-068

June 7, 2022

# Background

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- The Mayor and Council make annual appointments to various boards, commissions, and committees.
- Following the annual election, the City Council makes the appointment of councilmembers to boards and committees.
- Two types of appointments:
  - ▣ Regular members: Councilmember serves as a council representative and votes on items that are considered by the board
  - ▣ Sub-committees: Councilmember serves as a sub-committee member to discuss applications for citizen boards and recommend the most qualified applicants to the full City Council

# Regular Boards & Commissions

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## Audit Committee

Current	New	Comments
Jose Segarra	Debbie Nash-King	Mayor
Ken Wilkerson	Ken Wilkerson	Councilmember
Rick Williams	Jose Segarra	Councilmember

## Crime Solutions Committee

Current	New	Comments
Ken Wilkerson	Ken Wilkerson	Councilmember

## Hill Country Transit

Current	New	Comments
Rick Williams	Ramon Alvarez	Elected official rep (term 2024)

# Regular Boards & Commissions

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## Killeen Economic Development Corp (KEDC)

Current	New	Comments
Mellisa Brown	Nina Cobb	Elected Official Representative
Debbie Nash-King	Debbie Nash-King	Elected Official Representative
Jose Segarra	Jose Segarra	Elected Official Representative

## Killeen Sister Cities

Current	New	Comments
Jose Segarra	Debbie Nash-King	Mayor/Designee (Ex-officio)
Debbie Nash-King	Jessica Gonzalez	Elected Official Representative
Nina Cobb	Riakos Adams	Elected Official Representative
Michael Boyd	Michael Boyd	Elected Official Representative

# Regular Boards & Commissions

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## Tax Increment Reinvestment Zone Number Two Board

Current	New	Comments
Nina Cobb	Debbie Nash-King	City Representative
Rick Williams	Ramon Alvarez	City Representative
Jose Segarra	Jose Segarra	City Representative

## Central Texas Council of Governments (CTCOG)

Current	New	Comments
Jose Segarra	Debbie Nash-King	Elected Official Representative
Mellisa Brown	Michael Boyd	Alternate (Elected Official Rep)

# Regular Boards & Commissions

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## Development District Board of Central Texas

Current	New	Comments
Michael Boyd	Michael Boyd	City Representative

## Transportation Planning Committee (K-T MPO)

Current	New	Comments
Jose Segarra	Debbie Nash-King	Elected Official Representative
Debbie Nash-King	Jose Segarra	Elected Official Representative
Ken Wilkerson	Ramon Alvarez	Elected Official Representative

# Appointment Sub-Committees

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## Animal Advisory Committee

Current	New	Comments
Ken Wilkerson	Riakos Adams	Sub-committee member
Jessica Gonzalez	Jessica Gonzalez	Sub-committee member

## Board of Adjustment – Construction

Current	New	Comments
Ken Wilkerson	Michael Boyd	Sub-committee member
Jessica Gonzalez	Jessica Gonzalez	Sub-committee member

# Appointment Sub-Committees

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## Board of Adjustment – Fire Prevention Code

Current	New	Comments
Rick Williams	Riakos Adams	Sub-committee member
Debbie Nash-King	Ken Wilkerson	Sub-committee member

## Board of Adjustment – Airport Hazard Zoning

Current	New	Comments
Rick Williams	Ken Wilkerson	Sub-committee member
Michael Boyd	Michael Boyd	Sub-committee member

# Appointment Sub-Committees

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## Board of Adjustment – Zoning

Current	New	Comments
Ken Wilkerson	Jessica Gonzalez	Sub-committee member
Mellisa Brown	Ramon Alvarez	Sub-committee member

## Senior Citizens Advisory Board

Current	New	Comments
Nina Cobb	Nina Cobb	Sub-committee member
Jessica Gonzalez	Jose Segarra	Sub-committee member

# Appointment Sub-Committees

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## Bell County Health District

<b>Current</b>	<b>New</b>	<b>Comments</b>
Rick Williams	Nina Cobb	Sub-committee member
Michael Boyd	Riakos Adams	Sub-committee member



# City of Killeen

## Staff Report

File Number: RS-22-069

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1	City Council Workshop	06/07/2022	Reviewed and Referred	City Council	06/14/2022
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**DATE:** June 7, 2022

**TO:** Kent Cagle, City Manager

**FROM:** Traci Briggs, City Attorney

**SUBJECT:** Suspend the effective date of Oncor's requested rate change and approving cooperation with the Steering Committee of Cities Served by Oncor

### **BACKGROUND AND FINDINGS:**

Oncor Electric Delivery Company (Oncor) filed an application on or about May 13, 2022 with cities seeking to increase system-wide transmission and distribution rates by about \$251 million or approximately 4.5% over present revenues. Oncor asks the City to approve an 11.2% increase in residential rates and a 1.6% increase in street lighting rates. If approved, a residential customer using 1,300 kWh per month would see a bill increase of about \$6.02 per month. This is the first comprehensive base rate case filed by Oncor since 2017.

The City is a member of a 169-city coalition known as the Steering Committee of Cities Served by Oncor ("Steering Committee"), which has been in existence since the late 1980s. Empowered by city resolutions and funded by *per capita* assessments, the Steering Committee has been the primary public interest advocate before the Public Utility Commission, the Courts, and the Legislature on electric utility regulation matters for the last 30 years.

The law allows suspension of the effective date of a rate increase for ninety (90) days. This will allow the City to work in conjunction with the Steering Committee to evaluate the filing, determine whether the filing complies with law, and if lawful, determine what further strategy, including settlement, to pursue. If the City fails to take some action regarding the filing before the effective date, Oncor's rate request is deemed administratively approved.

### **THE ALTERNATIVES CONSIDERED:**

The city council may decline to suspend the effective date of Oncor's requested rate case and participation with the Steering Committee, or approve suspending the effective date of Oncor's requested rate case and participating with the Steering Committee.

**Which alternative is recommended? Why?**

Staff and attorneys for the Steering Committee recommend suspending the effective date of Oncor's rate case and approving participation with the Steering Committee. The additional time will allow the Steering Committee to thoroughly review the application and determine the best manner of going forward with the rate case.

**CONFORMITY TO CITY POLICY:**

This item conforms with state law and city policy.

**FINANCIAL IMPACT:**

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

There is no expenditure associated with this item.

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

N/A

**Is this expenditure budgeted?**

N/A

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

N/A

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

N/A

**RECOMMENDATION:**

Staff and the attorneys for the Steering Committee recommend suspending the June 17, 2022 effective date of Oncor's requested rate case and approve cooperation with the Steering Committee of Cities Served by Oncor.

**DEPARTMENTAL CLEARANCES:**

**ATTACHED SUPPORTING DOCUMENTS:**

Resolution

RESOLUTION NO. \_\_\_\_\_

**RESOLUTION OF THE CITY OF KILLEEN SUSPENDING THE JUNE 17, 2022 EFFECTIVE DATE OF ONCOR ELECTRIC DELIVERY COMPANY'S REQUESTED RATE CHANGE TO PERMIT THE CITY TIME TO STUDY THE REQUEST AND TO ESTABLISH REASONABLE RATES; APPROVING COOPERATION WITH THE STEERING COMMITTEE OF CITIES SERVED BY ONCOR TO HIRE LEGAL AND CONSULTING SERVICES AND TO NEGOTIATE WITH THE COMPANY AND DIRECT ANY NECESSARY LITIGATION AND APPEALS; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL FOR THE STEERING COMMITTEE**

WHEREAS, on or about May 13, 2022, Oncor Electric Delivery Company (Oncor), pursuant to PURA §§ 33.001 and 36.001 filed with the City of Killeen a Statement of Intent to increase electric transmission and distribution rates in all municipalities exercising original jurisdiction within its service area effective June 17, 2022; and

WHEREAS, the City of Killeen is a member of the Steering Committee of Cities Served by Oncor ("Steering Committee") and will cooperate with the 169 similarly situated city members and other city participants in conducting a review of the Company's application and to hire and direct legal counsel and consultants and to prepare a common response and to negotiate with the Company prior to getting reasonable rates and direct any necessary litigation; and

WHEREAS, PURA § 36.108 grants local regulatory authorities the right to suspend the effective date of proposed rate changes for ninety (90) days after the date the rate change would otherwise be effective; and

WHEREAS, PURA § 33.023 provides that costs incurred by Cities in ratemaking proceedings are to be reimbursed by the regulated utility.

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

1. That the June 17, 2022 effective date of the rate request submitted by Oncor on or about May 13, 2022, be suspended for the maximum period allowed by law to permit adequate time to review the proposed changes and to establish reasonable rates.

2. As indicated in the City’s resolution approving membership in the Steering Committee, the Executive Committee of Steering Committee is authorized to hire and direct legal counsel and consultants, negotiate with the Company, make recommendations regarding reasonable rates, and to intervene and direct any necessary administrative proceedings or court litigation associated with an appeal of a rate ordinance and the rate case filed with the City or Public Utility Commission.

3. That the City’s reasonable rate case expenses shall be reimbursed by Oncor.

4. That it is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public as required by law and the public notice of the time, place, and purpose of said meeting was given as required.

5. A copy of this Resolution shall be sent to Oncor, Care of Howard V. Fisher, Oncor Electric Delivery Company LLC, 1616 Woodall Rodgers Freeway, Dallas, Texas 75202 and to Thomas Brocato, Counsel to the Steering Committee, at Lloyd Gosselink Rochelle & Townsend, P.C., P.O. Box 1725, Austin, Texas 78767-1725.

PASSED AND APPROVED this the 14<sup>th</sup> day of June, 2022.

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Debbie Nash-King  
Mayor, City of Killeen

ATTEST:

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Lucy C. Aldrich  
City Secretary

APPROVED AS TO FORM:

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Traci S. Briggs  
City Attorney



# SUSPENDING ONCOR RATE REQUEST

RS-22-069

June 7, 2022

# Oncor Application

2

- Oncor filed an application with the City on May 13, 2022 requesting:
  - ▣ Increase system-wide transmission and distribution rates by \$251 million or 4.5% over present revenues
  - ▣ Increase 1.6% in street lighting rates
  - ▣ Increase of 11.2% in residential rates
    - Average customer bill would increase \$6.02 per month
- This is the first comprehensive rate case since 2017

# Steering Committee

3

- The city is a member of a 169-city coalition known as the Steering Committee of Cities Served by Oncor.
- The committee is a public interest advocate before the PUC, the courts and the Legislature.
- The committee's attorneys and executive board negotiate rate filings.

# Suspension

4

- The law allows entities to suspend the effective date of a rate increase for 90 days.
- Suspension provides time for the Steering Committee to evaluate the filing and determine whether it complies with the law, and to develop a strategy, including settlement.
- The requested rates will be effective June 17 if the city fails to act.

# Alternatives

5

- The city council may:
  - ▣ Decline suspension of the increased rates and participation with the Steering Committee; or
  - ▣ Approve suspension of the increased rates and participation with the Steering Committee.

# Recommendation

6

- Staff and attorneys for the Steering Committee recommend that the city council suspend the June 17, 2022 effective date of Oncor's rate application and approve the city's participation with Steering Committee.



# City of Killeen

## Staff Report

File Number: RS-22-070

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1	City Council Workshop	06/07/2022	Reviewed and Referred	City Council	06/14/2022
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**DATE:** June 7, 2022

**TO:** Kent Cagle, City Manager

**FROM:** Traci Briggs, City Attorney

**SUBJECT:** Setting compensation for the mayor and councilmembers

### **BACKGROUND AND FINDINGS:**

At the May 7, 2022, election, the voters of the City of Killeen approved Proposition C, which amended City Charter section 24 regarding compensation of the mayor and councilmembers. The City Charter previously provided for compensation at an amount not to exceed \$200 per month for the mayor and \$100 per month for councilmembers. As amended, compensation is not to exceed \$350 per month for the mayor and \$250 per month for councilmembers.

The City Charter further provides that the City Council shall be fixed by the city council.

### **THE ALTERNATIVES CONSIDERED:**

The city council may allow the compensation to remain at the current levels of \$200 for the mayor and \$100 for councilmembers, or set the amounts at another amount not to exceed \$350 for the mayor and \$250 for councilmembers.

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

Staff does not have a recommendation.

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

This action conforms to the City Charter.

### **FINANCIAL IMPACT:**

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

The expenditure related to this item cannot be determined until the city council sets the compensation amounts.

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

Recurring.

**Is this expenditure budgeted?**

Funds are available in the General Fund City Council personnel accounts 010-0101-412.40-10 thru 010-0101-412.40-89.

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

N/A

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

Yes

**RECOMMENDATION:**

Compensation shall be set at \$350 for the mayor and \$250 for councilmembers.

**DEPARTMENTAL CLEARANCES:**

Finance

**ATTACHED SUPPORTING DOCUMENTS:**

N/A



# MAYOR AND COUNCIL COMPENSATION

RS-22-070

June 7, 2022

# Election

2

- At the *May 7, 2022*, the voters approved Proposition C, which amended section 24 of the Charter regarding mayor and councilmember compensation.
- The previous Charter provision set an amount not to exceed \$200 per month for the mayor and \$100 per month for councilmembers.

# Charter Amendment

3

## □ COMPENSATION OF MEMBERS

Section 24. The compensation for the councilmembers shall not exceed \$250.00 per month and compensation for the mayor shall not exceed \$350.00 per month. Said compensation shall be fixed by the city council.

# Alternatives

4

- The City Council may:
  - ▣ Allow the compensation to remain at \$200 for the mayor and \$100 for councilmembers; or
  - ▣ Set the compensation at an amount not to exceed \$350 for the mayor and \$250 for councilmembers.



# City of Killeen

## Staff Report

File Number: RS-22-071

1	City Council Workshop	06/07/2022	Reviewed and Referred	City Council	06/14/2022
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**DATE:** June 7, 2022

**TO:** Kent Cagle, City Manager

**FROM:** Joe Brown, Executive Director of Recreation Services

**SUBJECT:** Stonetree Mower Lease

**BACKGROUND AND FINDINGS:**

Stonetree Golf Club (SGC) Agronomy provides daily maintenance for the entire golf course grounds. Specialized equipment is needed and utilized to maintain 100 acres of turf grass. Mowing routines associated with turf grass subject this equipment to excessive usage. Mowers are utilized in more than 5,000 hours per year. Due to the high amount of usage placed on these specialized pieces of equipment and the specific precision of industry standards for playable course conditions, they are subject to maintenance issues at a greater frequency than typical mowing equipment.

Recreation Services had an existing lease with Professional Turf Products L.P., financed by TCF Capital Solutions, which started in August 2017 and expired in July 2021. This lease consisted of (2) greens mowers and (2) fairway mowers.

The recommended lease was brought to council in January, but direction was given to competitively bid this lease.

The City of Killeen began the process of soliciting bids for seven (7) pieces of mowing equipment to ensure that mowers could be obtained at the best value. The seven pieces of equipment include three (3) greens Triplex mowers, two (2) of which are electric hybrid, two (2) Fairway units, one (1) Countour rough mower, and one (1) Zereturn mower.

Bid # 22-17 was advertised on March 20, 2022 and March 27, 2022 and followed the Texas Local Government Code and the City's Financial Management Policy.

Recreation Services received responses on April 19, 2022 from:

- Austin Turf & Tractor
- Professional Turf Products
- Turf and Soil Management Contract Services

Recreation Services, along with Purchasing evaluated each bid's conformance with the bid information and instructions. RS is seeking to enter into a new lease with Austin Turf & Tractor,

financed through Wells Fargo Financial Leasing Inc. for sixty (60) month lease for seven (7) mowers. Staff will have access to modern, up-to-date equipment that is covered under warranty for the duration of the lease. Total cost of the new lease is \$345,430.20, \$5,757.17 per month.

**Company Bids**

Austin Turf & Tractor Bid # 22-17	\$345,430.20	
Professional Turf Products Bid # 22-17	\$434,548.80	
Turf & Soil Management Contract Services* Bid # 22-17		\$233,700.00

\*Did not meet specifications

**Previous Equipment Replacement Equipment (all leased)**

3 Greens Mowers (2 leased/1 owned)	3 Greens Mowers
2 Fairway Units (2 leased)	2 Fairway Units
2 Zero Turn Mowers (owned)	1 Zereturn Mower
1 Contour Rough Cut Mower	

**THE ALTERNATIVES CONSIDERED:**

Option 1 - Decline the bid and find an alternative option for mowers.

Option 2 - Approve the bid and enter into an agreement with Austin Turf & Tractor, financed through Wells Fargo Financial Leasing, Inc.

**Which alternative is recommended? Why?**

Option 2 - To approve the sixty (60) month lease with Austin Turf & Tractor financed through Wells Fargo Financial Leasing, Inc. for a total of \$345,430.20 as they are the lowest responsible bidder that meets bid specifications.

**CONFORMITY TO CITY POLICY:**

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

**FINANCIAL IMPACT:**

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

The total cost of the lease is \$345,430.20. This includes \$297,154.20 of principal and \$48,276.00 of interest.

Financial Impact:

FY22 - \$40,300.19
FY23 - \$69,086.04
FY24 - \$69,086.04
FY25 - \$69,086.04
FY26 - \$69,086.04

FY27 - \$28,785.85

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

Recurring for the term of the lease.

**Is this expenditure budgeted?**

Yes, funds are available in the General Fund Golf Course account 010-3020-424.47-09.

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

N/A

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

N/A

**RECOMMENDATION:**

Staff recommends City Council approve the sixty (60) month lease with Austin Turf & Tractor, financed through Wells Fargo Financial Leasing, Inc. as submitted in the amount of \$345,430.20 over the course of the lease and that the City Manager or designee be authorized to execute any change orders as permitted by state and local law.

**DEPARTMENTAL CLEARANCES:**

Legal  
Purchasing  
Finance

**ATTACHED SUPPORTING DOCUMENTS:**

Bid Tabulation  
Bid Proposal  
Recommendation Letter  
Certificate of Interested Parties

**Bid Tabulation**  
**Bid 22-17, Mowing Equipment Lease**

Vendors	Accept Terms & Conditions	CIQ	Meets Specifications	Lease payment	Lease Term	Shipping Cost	Set-Up Cost	Training cost	Total Lease Cost	Warranty Length/Coverage	Service Response Time	Delivery Time
Austin Turf & Tractor	Y	Y	Y	\$5,757.17	60	0	0	0	\$345,430.20	3 yr full comp	24hr	10 months
Professional Turf Products	Y	N	Y	\$7,242.48	60	Included	Included	Included	\$434,548.80	2 yr or 1,500 hrs	Depends on part availability	8-12 months
Turf and Soil Management Construct Services	Y	Y	N	\$3,895.00	60	Included	Included	Included	\$233,700.00	3 ys baroness manufacturers stated, 1 yr	48 hrs	45 days



Wells Fargo Equipment Finance, Manufacturer and Dealer Finance  
 800 Walnut Street | 4th Floor | Des Moines, IA 50309

Name and Address of Customer:  
**CITY OF KILLEEN DBA STONETREE GOLF CLUB**  
**1600 Stonetree Drive**  
**Killeen, TX 76543**

Thank you for doing business with **WELLS FARGO FINANCIAL LEASING, INC.** This cover letter is your guide to completing your transaction as quickly as possible.

**Checklist**

All documents listed below are required for this transaction:

- Equipment Schedule – Lease
- Non-Appropriation Addendum
- Delivery and Acceptance Certificate (to be signed and returned to us only after the Equipment has been delivered, installed and accepted by you)
- Insurance Form
- Required Information Form
- MyAccounts Form

The following items are required for your transaction to be completed:

- Signature from an authorized signer– see Signature Guide below for requirements
- Printed name of the signer
- Title of the signer – see Signature Guide below for requirements
- Federal tax ID of the lessee/borrower – specified on the attached documents
- Advance payment - see invoice in this package for details
- Return the signed documents as outlined below
- Supplier Invoice
- Tax Exempt Certificate, if applicable

**Please return all pages. Failure to return all pages will cause a delay in processing.**

**Signature Guide**

The documents must be signed by an authorized officer or the owner if the customer is a Sole Proprietorship, with printed Name and Title completed as well.

**Guaranty, Lease or Loan agreement authorized signer guidelines**

**If the business is a:**

- Proprietorship
- General Partnership
- Limited Partnership
- Limited Liability Company (LLC)
- Trust
- Corporation or Non-Profit Corporation

**This person must sign:**

- Owner/Proprietor
- Partner
- General Partner
- Manager, Member or Authorized Signer
- Trustee

And deal is <\$500K

Authorized Corporate Officer, Purchasing Manager, Director, Controller, Finance Manager

And deal is >=\$500K

Authorized Corporate Officer

**Return Instructions**

If you received an e-mail from DocuSign to sign documents electronically, once you complete the DocuSign process and click “confirm signing”, your signed documents will be returned to us electronically. Please use fax or e-mail to return any checklist items not completed and transmitted via DocuSign. If you did not receive an e-mail from DocuSign to sign documents electronically, please return your signed documents and other checklist items via fax or e-mail. If your documents include a master agreement and/or guaranty documents, or if the total amount financed is greater than \$500,000, then overnight the signed documents to the address below.

Fax: 866-336-8375  
 Email: WFEFMDFGolfandTurf@wellsfargo.com

**Overnight:**

**WELLS FARGO FINANCIAL LEASING, INC.**

Contracts Team  
800 Walnut Street  
Des Moines, IA 50309  
MAC F0005-044

# Equipment Schedule

## Fixed Price Purchase Option

Wells Fargo Equipment Finance, Manufacturer and Dealer Finance  
800 Walnut Street | 4th Floor | Des Moines, IA 50309



Equipment Schedule Number **603-0128978-008** dated as of **April 28, 2022** to  
Master Agreement Number **603-0128978** dated as of **June 3, 2015**

Name and Address of Lessee:

**CITY OF KILLEEN DBA STONETREE GOLF CLUB**  
**1600 Stonetree Drive**  
**Killeen, TX 76543**

**"Master Agreement"** means that certain master agreement between you and us which has been assigned an account number corresponding to the Master Agreement Number referenced above. **"Schedule"** means this Equipment Schedule. **"Lessee"** means the above referenced entity or sole proprietorship and any other entity or sole proprietorship listed as a Lessee in the signature blocks below, and is also referred to as **"you"** and **"your."** Each entity that signs below as Lessee agrees that its liability in connection with this Schedule is joint and several. The terms and conditions of the Master Agreement are incorporated into this Schedule, and together, this Schedule and the Master Agreement as it relates to this Schedule, constitute a lease (**"Lease"**) between us and you for the Equipment described in this Schedule, provided however, that if the Lessor named above is not the lessor named in the Master Agreement, then, for purposes of the Lease evidenced by this Schedule, all references to the **"lessor"**, **"we"** or **"us"** in said Master Agreement shall be deemed to refer to the Lessor named above. **"Payment"** shall mean any **"Payment"** or **"Lease Payment"** as such term is defined in the applicable Master Agreement, and shall be in the amount set forth in Section B herein. Capitalized terms used but not defined herein shall have the meanings given to them in the Master Agreement.

**A. EQUIPMENT.** Pursuant to the terms of the Lease, we agree to acquire and lease to you the Equipment listed below:

See attached Schedule A.

**Equipment Location:** 1600 Stonetree Drive, Killeen, TX 76543

**Supplier of Equipment (Name):** TOM LOFTUS INC, 809 STEVE HAWKINS PKWY, MARBLE FALLS, TX 78654

**THE PARTIES INTEND THIS LEASE TO BE A "FINANCE LEASE" UNDER ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE ("UCC"). YOU WAIVE ALL RIGHTS AND REMEDIES CONFERRED UPON A LESSEE BY ARTICLE 2A OF THE UCC.**

### B. FINANCIAL TERMS

1. Term (No. of Months): 61
2. Payment: 1 @ \$0.00, 60 @ \$5,757.17 (plus applicable taxes)\*
3. Frequency of Payment: Monthly (in Advance)
4. Administrative Fee: \$200.00 (will be billed on your first invoice)
5. Lessee Purchase Order # (for invoicing purposes only):

6. Purchase Option Price at end of Term (plus taxes): \$36,451.01

\*In states assessing upfront sales tax and use tax, if you choose to include such tax amount as part of the Lease, your Payment, starting with the first invoice, will be adjusted to reflect such tax as a component of the total amount funded by us under this Lease. In other states, the applicable sales tax and use tax is charged on a periodic basis, and will be included on your invoice. **If you are exempt from paying sales and use tax you shall provide to us a valid exemption certificate prior to the Commencement Date.**

**C. PURCHASE OPTION.** Provided no default exists hereunder, upon not less than 90 days nor more than 180 days, prior written notice to us, at Lease expiration you will either (1) return all, but not less than all, of the Equipment; or (2) purchase all, but not less than all, of the Equipment AS-IS AND WHERE-IS, WITHOUT ANY RECOURSE TO OR WARRANTY FROM US, EXPRESS OR IMPLIED, for cash equal to the Purchase Option Price, plus applicable sales and use and other taxes.

**D. HOLDOVER RENT.** If you do not purchase the Equipment at the end of the Term, extend the Term, or fully comply with the Lease return conditions, this Lease WILL CONTINUE ON A MONTH-TO-MONTH BASIS NOTWITHSTANDING ANY EXPIRATION, CANCELLATION OR TERMINATION OF THE TERM OF THIS LEASE and you will pay us the same Payments and other Lease charges as applied during the Term until the Equipment is returned to us or you pay us the applicable purchase price (plus applicable taxes) and the Payments shall be for the leasing of the Equipment and not be applied to the applicable purchase price. We may terminate such continued leasehold interest upon 30 days' notice to you.

**E. ANNUAL OPERATING HOURS/MILES.** You acknowledge that the Payment has been calculated on the assumption that each unit of Equipment will be operated annually during the Term for the number of Annual Operating Hours/Miles listed above and that the condition of the Equipment upon return to us shall comply with such assumption. In the event that you do not exercise the Purchase Option described herein, should it be determined that the actual number of operating hours/miles for any unit of Equipment (the **"Total Operating Hours/Miles"**) exceeds the applicable **"Total Permitted Operating Hours/Miles"** (to be computed by dividing the Annual Operating Hours/Miles for such unit of Equipment by twelve and then multiplying such quotient by the number of months in the Term), you may, at our option, be required to pay upon demand for each such unit of Equipment, in addition to any other amounts due under this Lease: (i) the Excess Usage Charge; plus (ii) any and all repair costs which are deemed necessary by us, in our sole reasonable discretion, which are related to such excess usage; plus (iii) any applicable taxes. The **"Excess Usage Charge"** shall be calculated by us by subtracting the Total Permitted Operating Hours/Miles from the Total Operating Hours/Miles (rounded down to the nearest hour/mile) and multiplying such difference by the Excess Usage Hourly/Mileage Charge. In addition to the notice requirements otherwise provided in the Lease, you agree to promptly notify us of any malfunction of (as the case may be) the hobbs or hour/mileage meter.

**F. PROPERTY TAX ADMINISTRATION.** UNLESS THE EQUIPMENT IS TITLED, WE WILL FILE ALL PERSONAL PROPERTY TAX RETURNS COVERING THE

**THIS SCHEDULE INCLUDES THE TERMS ON THE ATTACHED PAGE(S).**

**THIS SCHEDULE SHALL NOT BE EFFECTIVE UNLESS AND UNTIL EXECUTED BY US.**

**IN WITNESS WHEREOF,** Lessee and Lessor have caused this Schedule to be executed by their duly authorized representatives as of the date first above written.

Lessor: **WELLS FARGO FINANCIAL LEASING, INC.**

Lessee: **CITY OF KILLEEN DBA STONETREE GOLF CLUB**

\_\_\_\_\_  
Signature of authorized signer

\_\_\_\_\_  
Signature of authorized signer

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Print Name and Title

EQUIPMENT AND WILL PAY THE PERSONAL PROPERTY TAXES LEVIED OR ASSESSED THEREON AND YOU WILL, PROMPTLY UPON DEMAND, PAY TO US, AS SUPPLEMENTAL RENT, AN AMOUNT EQUAL TO THE PROPERTY TAXES PAID BY US. IF THE EQUIPMENT IS TITLED, YOU AGREE TO FILE ALL PERSONAL PROPERTY TAX RETURNS ON THE APPLICABLE EQUIPMENT AND PROMPTLY PAY ALL PROPERTY TAXES WHICH MAY BE ASSESSED AGAINST SUCH EQUIPMENT, AND IF WE REQUEST, PROMPTLY PROVIDE US WITH PROOF OF SUCH PAYMENT. As compensation for our internal and external costs in the administration of taxes related to each unit of Equipment, you agree to pay us a tax administrative fee equal to \$12 per unit of Equipment (not to exceed 10 units of Equipment) per year during the Term, not to exceed the maximum permitted by applicable law.

**G. RETURN OF EQUIPMENT.** If (1) a default occurs and we terminate the Lease, (2) you do not purchase the Equipment at the end of the Term, (3) you do not extend the Term, or (4) the Lease otherwise terminates, at your cost you will promptly (i) place the Equipment in good order and condition (except for ordinary wear and tear from normal use), (ii) cause the Equipment to be disassembled, deinstalled, inspected, tested and crated in accordance with the manufacturer's recommendations and any and all local, state and federal regulatory requirements then in effect, and (iii) immediately return the Equipment, freight and insurance prepaid, at your risk to any location and aboard any carrier we may designate in the continental United States. Any such Equipment will be accompanied by all accessories originally included with the Equipment, qualifies (if applicable) for continued maintenance under a manufacturer's service and maintenance contract, and includes the latest software release provided by the manufacturer or Supplier to you. You will continue to remit Payments until the first day of the month which follows the date the Equipment is received by us in the condition required by this Lease. You will pay us for any loss in value resulting from the failure to maintain the Equipment in accordance with the Lease and any Return Conditions described below or for damages incurred in shipping and handling.

#### **Golf and Turf**

In addition to the above provisions, you shall, at your expense, comply with the following return requirements. (a) At least 90 days and no more than 180 days prior to expiration or termination of the Lease: (i) ensure that the Equipment has been maintained, starts under its own power and is operating within manufacturer's specifications; and (ii) cause a manufacturer's representative or other qualified maintenance provider, acceptable to us, to perform a physical inspection and test of all the components and capabilities of the Equipment to ensure the Equipment conforms to the return provisions outlined herein. The results of the testing and appraisal, with necessary reconditioning, documenting that the Equipment meets the return conditions required herein are to be provided to us in a "Return Inspection Report" in form acceptable to us no later than 30 days prior to the return of the Equipment. In addition, if requested, you must make the Equipment available to us or our designee during regular working hours for a walk-around appraisal/inspection. If during such inspection the Equipment is found not to be in compliance with the above or any of the material or workmanship is found to be defective beyond ordinary wear and tear or the Equipment is not operating within manufacturer's specifications, then you shall make all necessary replacements and proper repairs at your expense, utilizing only original manufacturer approved parts and using generally accepted procedures to cause the Equipment to conform to the condition required herein. After corrective measures are completed, you will provide for a follow up inspection of the Equipment by the manufacturer's representative or other qualified maintenance provider as outlined in the preceding clause. (b) (i) **General Condition:** you will maintain the Equipment in a condition and manner suggested by the original manufacturer as required to validate any warranty, normal wear and tear expected. With respect to each unit, all components, covers, guards, parts, accessories and attachments for that item of Equipment must accompany the return properly installed, in good working order and with only minor sheet metal, plastic or cowl damage. No upholstery shall have any cut, tear or burn, there shall be no un-repaired damage to exterior or interior materials (including but not limited to, cabs, lights and other accessories) that exceeds \$250 and all decals, numbers, customer identification, glue and adhesives shall have been removed in a workmanlike manner, and so as to not detract from the overall paint and appearance of the Equipment. Frame and structural members shall be structurally sound, without breaks, bends or cracks. All motors must operate smoothly without overheating, leaking, excessive smoking and with all original components attached (i.e. muffler, starter, etc.). All controls, whether electronic, hydraulic, or manual, must operate per manufacturer's specifications. The electrical system will be in good operating condition with wiring free of cuts, breaks or cracks, and batteries being able to maintain a charge in accordance with the original manufacturer's specifications. No battery shall have any dead cells, cracked case or be inoperative. All units must be able to move through normal speed ranges in both forward and reverse with no slipping or grabbing, steer normally right and left in both forward and reverse gears and able to stop with its service brakes in a safe distance in all directions. All units returned will be cleaned and cosmetically acceptable and have no excessive wear requiring material component repair or replacement resulting from a failure to perform the recommended maintenance per the customer operation/maintenance manual. All rust and corrosion must be properly removed and/or treated. All material (i.e., dirt, refuse, asphalt, gravel, etc.) must be properly removed from the Equipment and disposed of in accordance with all applicable federal, state and local laws and regulations. All safety equipment must be in proper working order. All internal fluids such as lube oil and hydraulic fluids are to be filled at operating levels and all filler caps are to be secured. All oil and grease seals must contain the lubrication within the manufacturer's designed reservoir and fluid lines will be free of any leaks, cuts and cracks. (ii) **Tires/Wheels/Tracks:** All tires shall be matched by type and tread design as when originally delivered, free of any cracks, cuts, rips or patches and must be serviceable, with at least 50% remaining tread, and able to retain proper air pressure. (iii) **Hydraulics:** all hydraulic pumps, cylinders and hoses must be functional and not be bent, nicked, gouged or leaking. All cutting units lower, turn on, run, raise and shut off as they are designed to do with all blades having at least 50% remaining life. (iv) **Battery Powered Golf Carts:** With respect to Equipment powered by lithium-ion batteries, at least 6 months but not more than 12 months prior to return of the Equipment, you will at your expense, have the batteries tested to determine if the batteries are eligible for warranty repair or replacement (i.e. that they maintain sufficient storage, output, etc.), and if so qualified, have the repair or replacement completed prior to return of the Equipment; further (1) each lithium-ion battery powered golf cart must be returned with batteries which are capable of sustaining a charge that will permit use of such Equipment for at least an 18 hole round, (2) batteries and chargers must be able to perform at 75% of rated capacity, and (3) all manufacturer warranties relating to the batteries must be fully transferable. (c) Each unit shall meet and conform to all applicable federal, state, and local health and safety laws and requirements, and, if applicable, have appropriate ANSI inspection certificates, permits and other certification necessary to operate the Equipment. Without limiting the foregoing, you shall maintain and provide to us written records of preventative maintenance and repairs, indicating date, and (hobbs) hour meter readings to show when such maintenance or repair work was performed. (d) YOU SHALL BE RESPONSIBLE TO RETURN THE EQUIPMENT FREE FROM CONTAMINATION OF ANY HAZARDOUS SUBSTANCE AND SHALL BE SOLELY RESPONSIBLE FOR ANY EXPENSES AND COSTS ASSOCIATED WITH THE CLEAN-UP THEREOF. FOR PURPOSES OF THIS LEASE, THE TERM "HAZARDOUS SUBSTANCE" SHALL MEAN AND INCLUDE ANY HAZARDOUS SUBSTANCE, HAZARDOUS WASTE, CONTAMINANT, TOXIC SUBSTANCE, AND/OR DANGEROUS GOODS WHICH IS/ARE REGULATED UNDER ANY ENVIRONMENTAL, HEALTH AND/OR SAFETY LAW, REGULATION, GUIDELINE, POLICY AND/OR BY-LAW, OR WHICH MAY FORM THE BASIS OF LIABILITY UNDER ANY SUCH LAW, REGULATION, GUIDELINE, POLICY AND/OR BY-LAW OR COMMON OR CIVIL LAW AND SHALL INCLUDE, WITHOUT LIMITATION, ASBESTOS, POLYCHLORINATED BIPHENYLS, UREA FORMALDEHYDE, AND/OR FLAMMABLE, EXPLOSIVE AND RADIOACTIVE SUBSTANCES.

**H. TAX BENEFIT AND TAX INDEMNIFICATION.** You agree that this Lease has been entered into on the assumption that we will be entitled to certain tax benefits available to the owner of the Equipment. You agree to indemnify us for the loss of any income tax benefits caused by your acts or omissions inconsistent with such assumption or the Lease. This indemnity continues beyond the expiration or other cancellation or termination of this Lease.

**I. EXECUTION AND TRANSMISSION OF DOCUMENTATION.** We may, in our sole discretion, accept a photocopy, electronically transmitted, facsimile, or other reproduction (any a "Counterpart") of this Schedule and all other documents entered into in connection with this Schedule (the "Documents") as the binding and effective record of such Documents whether or not a manually signed copy hereof or thereof is also received by us. Counterparts may, in our sole discretion, be executed manually or by electronic means by either party. No Document requiring our signature is binding on us until we sign it. When a Counterpart of a Document showing your signature is signed by us (manually or electronically), then the Counterpart bearing our signature, if executed by us manually, or the Counterpart electronically maintained by us, if executed by us electronically, shall constitute the sole original document for all purposes and shall constitute the authoritative record of such Document for the purposes of establishing the provisions of such Document and to the extent that such Document constitutes chattel paper as that term is defined in the UCC, perfection of a security interest by possession or control may only be accomplished by possession or control of such Counterpart. You agree not to raise as a defense to the enforcement of any Document that it was executed by electronic means by either party or transmitted to us by facsimile or other electronic means.

**ALL TERMS AND CONDITIONS ON THIS SCHEDULE ARE BINDING UPON THE PARTIES HERETO.** To the extent of any conflict or inconsistency

between this Schedule and the Master Agreement, this Schedule will prevail, but only with respect to the Lease created hereunder. This Schedule is not binding or effective with respect to the Master Agreement or Equipment until executed on behalf of us and you by authorized representatives.

# Equipment Schedule A



Wells Fargo Equipment Finance, Manufacturer and Dealer Finance  
800 Walnut Street | 4th Floor | Des Moines, IA 50309

Contract Number **603-0128978-008** dated as of **April 28, 2022** (the "Agreement")

Qty	Make	Model	Year	Equipment Type	Serial/VIN Number	Annual Operating Hours/Miles	Excess Usage Hourly/Mileage Charge
2	John Deere	2700E	2022	New Triplex Mower		600	\$15.00
1	John Deere	2700 Precision Cut	2022	New Triplex Mower		600	\$15.00
2	John Deere	6700A PrecisionCut	2022	New Mower - Fairway		600	\$15.00
1	John Deere	7400A TerrainCut	2022	New Mower - Rough/Trim/Surround		600	\$15.00
1	John Deere	Z930M	2022	New Mower		600	\$15.00

# Non-Appropriation Addendum



Wells Fargo Equipment Finance, Manufacturer and Dealer Finance  
800 Walnut Street | 4th Floor | Des Moines, IA 50309

Agreement Number **603-0128978-008** dated as of **April 28, 2022**

Name and Address of Customer:  
**CITY OF KILLEEN DBA STONETREE GOLF CLUB**  
**1600 Stonetree Drive**  
**Killeen, TX 76543**

This Addendum (this "Addendum") between the above-referenced customer ("Customer") and WELLS FARGO FINANCIAL LEASING, INC. ("Company") is made and entered into as of the date of the financing arrangement corresponding to the account number set forth above (the "Agreement").

- 1. INCORPORATION AND EFFECT.** This Addendum is hereby made a part of, and incorporated into, the Agreement as though fully set forth therein. As modified or supplemented by the terms set forth herein, the provisions of the Agreement shall remain in full force and effect, provided that, in the event of a conflict between any provision of this Addendum and any provision of the Agreement, the provision of this Addendum shall control.
- 2. GOVERNMENTAL PROVISIONS.** Customer hereby represents, warrants and covenants to Company that: (a) Customer intends, subject only to the provisions of this Addendum, to remit to Company all sums due and to become due under the Agreement for the full term; (b) Customer's governing body has appropriated sufficient funds to pay all payments and other amounts due during Customer's current fiscal period; (c) Customer reasonably believes that legally available funds in an amount sufficient to make all payments for the full term of the Agreement can be obtained; and (d) Customer intends to do all things lawfully within its power to obtain and maintain funds from which payments due under the Agreement may be made, including making provision for such payments to the extent necessary in each budget or appropriation request submitted and adopted in accordance with applicable law. If Customer's governing body fails to appropriate sufficient funds to pay all payments and other amounts due and to become due under the Agreement in Customer's next fiscal period ("Non-Appropriation"), then (i) Customer shall promptly notify Company of such Non-Appropriation, (ii) the Agreement will terminate as of the last day of the fiscal period for which appropriations were received, and (iii) Customer shall return the Equipment to Company pursuant to the terms of the Agreement. Customer's obligations under the Agreement shall constitute a current expense and shall not in any way be construed to be a debt in contravention of any applicable constitutional or statutory limitations or requirements concerning Customer's creation of indebtedness, nor shall anything contained herein constitute a pledge of Customer's general tax revenues, funds or monies. Customer further represents, warrants and covenants to Company that: (a) Customer has the power and authority under applicable law to enter into the Agreement and this Addendum and the transactions contemplated hereby and thereby and to perform all of its obligations hereunder and thereunder, (b) Customer has duly authorized the execution and delivery of the Agreement and this Addendum by appropriate official action of its governing body and has obtained such other authorizations, consents and/or approvals as are necessary to consummate the Agreement and this Addendum, (c) all legal and other requirements have been met, and procedures have occurred, to render the Agreement and this Addendum enforceable against Customer in accordance with their respective terms, and (d) Customer has complied with all public bidding requirements applicable to the Agreement and this Addendum and the transactions contemplated hereby and thereby.**3. INDEMNIFICATION.** To the extent Customer is or may be obligated to indemnify, defend or hold Company harmless under the terms of the Agreement, any such indemnification obligation shall arise only to the extent permitted by applicable law and shall be limited solely to sums lawfully appropriated for such purpose in accordance with Section 2 above.
- 4. REMEDIES.** To the extent Company's remedies for a Customer default under the Agreement include any right to accelerate amounts to become due under the Agreement, such acceleration shall be limited to amounts to become due during Customer's then current fiscal period.
- 5. CHOICE OF GOVERNING LAW.** Notwithstanding anything in the Agreement to the contrary, the Agreement and this Addendum shall be governed by, construed and enforced in accordance with the laws of the state in which the Customer is located.
- 6. MISCELLANEOUS.** This Addendum, together with the provisions of the Agreement not expressly inconsistent herewith, constitutes the entire agreement between the parties with respect to the matters addressed herein, and shall supersede all prior oral or written negotiations, understandings and commitments regarding such matters. Company may in its sole discretion, accept a photocopy, electronically transmitted, facsimile or other reproduction of this Addendum as the binding and effective record of this Addendum whether or not an ink signed copy hereof is also received by Company from Customer.

**IN WITNESS WHEREOF,** Customer and Company have caused this Addendum to be executed by their duly authorized representatives as of the date first above written.

Company: **WELLS FARGO FINANCIAL LEASING, INC.**

Customer: **CITY OF KILLEEN DBA STONETREE GOLF CLUB**

\_\_\_\_\_  
Signature of authorized signer

\_\_\_\_\_  
Signature of authorized signer

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Print Name and Title

# Delivery and Acceptance Certificate



Wells Fargo Equipment Finance, Manufacturer and Dealer Finance  
800 Walnut Street | 4th Floor | Des Moines, IA 50309

Account Number **603-0128978-008** dated as of **April 28, 2022**

Name and Address of Customer:

**CITY OF KILLEEN DBA STONETREE GOLF CLUB**  
**1600 Stonetree Drive**  
**Killeen, TX 76543**

The Account Number referenced above corresponds to the applicable schedule entered into under a master lease or loan agreement or an individual lease or loan agreement, as the case may be (the "**Transaction**"). "**Equipment**" means the equipment and other property as described in the Transaction. **WELLS FARGO FINANCIAL LEASING, INC.** and its successors and assigns is the lessor or lender under the Transaction, and is also referred to as "**we**", "**us**" and "**our**". "**Customer**" means the above referenced entity or sole proprietorship and is the lessee or borrower under the Transaction and is also referred to as "**you**" and "**your**". Capitalized terms used but not defined herein shall have the meanings given to them in the Transaction. You hereby authorize us to insert or update the date set forth below with the best information we have available.

Pursuant to the provisions of the Transaction identified above, as of the date set forth below you, hereby certify and warrant to us that: (a) all Equipment has been delivered and installed (if applicable) on the date set forth below; (b) you have inspected the Equipment, and all such testing as you deem necessary has been performed by you or the vendor/supplier or the manufacturer of the Equipment; and (c) you irrevocably accept the Equipment for all purposes of the Transaction.

You further certify that as of the date hereof: (i) you are not in default under the Transaction; and (ii) the representations and warranties made by you pursuant to or under the Transaction are true and correct.

You hereby direct us to pay the vendor/supplier of the Equipment and agree that an electronically transmitted copy of this document containing your signature may be treated as an original for all purposes.

Customer: **CITY OF KILLEEN DBA STONETREE GOLF CLUB**

\_\_\_\_\_  
Signature of authorized signer

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Date\*

\*Date upon which the Equipment was delivered, installed, and accepted by Customer.

# Insurance Form



Wells Fargo Equipment Finance, Manufacturer and Dealer Finance  
800 Walnut Street | 4th Floor | Des Moines, IA 50309

Account Number **603-0128978-008** dated as of **April 28, 2022**

Name and Address of Customer:

**CITY OF KILLEEN DBA STONETREE GOLF CLUB**  
**1600 Stonetree Drive**  
**Killeen, TX 76543**

## **THIS FORM MUST BE COMPLETED BY THE CUSTOMER**

**DIRECTIONS: PLEASE COMPLETE THE FOLLOWING AND RETURN WITH YOUR SIGNED TRANSACTION DOCUMENTS. Send a completed copy of this form to your Insurance Provider.**

**1. PROPERTY INSURANCE CARRIER INFORMATION.**

Name of Insurance Agency:	Name of Agent:
Mailing Address of Agency:	Phone Number of Agency:
Email Address of Agency:	

**2. LIABILITY INSURANCE CARRIER INFORMATION.**

Name of Insurance Agency:	Name of Agent:
Mailing Address of Agency:	Phone Number of Agency:
Email Address of Agency:	

**IMPORTANT:** Under the terms and conditions of your transaction, you are required to carry adequate insurance coverage on the leased/financed equipment. Make sure that your agent understands that you are financing or leasing the equipment and that your policy conforms with the following:

- Property or physical damage coverage for the replacement value of the equipment.  
WELLS FARGO FINANCIAL LEASING, INC., its successors and assigns, must be named as Loss Payee. Maximum Deductible: \$25,000.00
- General Liability Coverage: Amounts of \$1,000,000.00 per Individual Occurrence/Combined Single Liability Limit for Property Damage and Bodily Injury.  
WELLS FARGO FINANCIAL LEASING, INC., its successors and assigns, to be listed as additional insured. "Claims-Made Policies" are NOT acceptable.
- Insurance coverage to be applicable to all Equipment leased or financed by **WELLS FARGO FINANCIAL LEASING, INC.** and all accessories, accessions, replacements, additions, substitutions, add-ons and upgrades thereto, and any proceeds therefrom.

**Remit via email to:**

[WFEFMDFGolfandTurf@wellsfargo.com](mailto:WFEFMDFGolfandTurf@wellsfargo.com)

**Remit via fax to:**

Wells Fargo Financial Leasing, Inc., Attn: Golf and Turf Division  
Fax: 866-336-8375

**Please send an ACORD FORM 25, an ACORD FORM 27 or ACORD FORM 28 (as applicable) evidencing adequate insurance coverage to:**

**WELLS FARGO FINANCIAL LEASING, INC.**  
**Attention: Insurance Department**  
**PO Box 35702**  
**Billings, MT 59107**

By completing and returning this form to WELLS FARGO FINANCIAL LEASING, INC. ("Lessor/Lender"), you authorize Lessor/Lender to contact the insurance agencies identified above and further authorize the agencies to issue insurance certificates complying with the above requirements to Lessor/Lender.

# Required Information Form



Wells Fargo Equipment Finance, Manufacturer and Dealer Finance  
800 Walnut Street | 4th Floor | Des Moines, IA 50309

Account Number **603-0128978-008** dated as of **April 28, 2022**

**DIRECTIONS:** Complete the following information and return it with your signed documents. Please be sure to fill in all items; mark "N/A" as appropriate.

**Customer Name:** CITY OF KILLEEN DBA STONETREE GOLF CLUB

**Federal Tax ID Number:** XXXXX1504

**Purchase Order Number (if required on invoice):** \_\_\_\_\_ **Expiration Date:** \_\_\_\_\_

**Billing Address:** 1600 Stonetree Drive, Killeen, TX 76543

**Accounts Payable Contact (Required):** \_\_\_\_\_

**Email Address:** \_\_\_\_\_ **Phone Number (Required):** \_\_\_\_\_

The Billing Address stated above is correct.  
OR

Change the Billing Address to:

Street \_\_\_\_\_ City \_\_\_\_\_

State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

**Equipment Contact** (to verify Equipment delivery and acceptance): \_\_\_\_\_

**Email Address:** \_\_\_\_\_ **Phone Number (Required):** \_\_\_\_\_

**Equipment Location:** 1600 Stonetree Drive, Killeen, TX 76543

The Equipment Location stated above is correct. Indicate County the equipment is located in: \_\_\_\_\_  
OR

Change the Equipment Location to:

Street \_\_\_\_\_ City \_\_\_\_\_

State \_\_\_\_\_ Zip Code \_\_\_\_\_ County \_\_\_\_\_

(If multiple locations, attach a list of equipment/VINs by City, State and County indicating where each piece of equipment or vehicle is located)

**PLEASE PROVIDE** proof of the following address listed below. Any type of utility bill with your company name will be considered valid proof.

1. 1600 STONETREE DRIVE KILLEEN TX 76543

## Sales/Use Tax

If you are tax exempt, we must have a copy of your exemption certificate prior to funding. Please forward a copy along with the return of the signed lease documents. If you are exempt and an exemption is not received, we are required to pay any required upfront sales tax (and you will reimburse us) or include tax on your monthly lease payment. Please indicate your tax status below:

I am EXEMPT and have enclosed my tax exemption certificate and/or resale certificate.

OR

I am NOT tax exempt.

**To ensure timely processing of each payment invoice PLEASE MAKE YOUR PURCHASE ORDERS OUT TO WELLS FARGO FINANCIAL LEASING, INC.** Your invoice will be mailed approximately 30 days in advance of your payment due date.

**Notice: To help the government fight the funding of terrorism and the money laundering activities, U.S. Federal law requires financial institutions to obtain, verify and record information that identifies each person (individuals or businesses) who opens an account. What this means for you: When you open an account or add any additional service, we will ask you for your name, address and taxpayer identification number that will allow us to identify you. We may also ask to see other identifying documents.**

The MyAccounts website offers comprehensive services that help your business build and maintain a successful company. Enjoy the benefits of electronic billing, 24/7 on-demand access to customer account information, electronic payment options, and more.

## Highlights:

- View current and historical invoices throughout the life of the transaction
- Submit or schedule online payments and set up recurring payments
- Sign up for paperless invoicing
- View payment histories and invoice summaries
- Register for payment application notifications
- View and modify equipment details
- Request a W9 or billing address changes
- Create reports relevant to your business
- Ask questions and chat directly with the Customer Care team

## How to register:

To register for MyAccounts, follow these quick steps:

1. Visit [myaccounts.wellsfargo.com](https://myaccounts.wellsfargo.com) and click on "Register Now".
2. You'll need your *billing ID* or *account schedule number* and *billing zip code*, found on your invoice.
3. Follow the prompts to include your contact information and select a User ID.
4. A validation code will be sent to you. Input the validation code into the prompt.
5. Lastly, you will select a password. Once your password has been selected, you can continue to the home page.

Existing customers can call the number below to complete pre-registration by phone.

**Talk with us today to learn more.**

**866-497-6661**

**[myaccounts.wellsfargo.com](https://myaccounts.wellsfargo.com)**



**Name and Address of Lessee:**  
**City of Killeen**  
**1600 Stonetree Drive**  
**Killeen, TX 76543**

Re: **EQUIPMENT SCHEDULE No. 603-0128978-008** between **CITY OF KILLEEN** and **WELLS FARGO FINANCIAL LEASING, INC.**

“**Lessor**” means WELLS FARGO FINANCIAL LEASING, INC. together with its successor and assigns, and is also referred to as “**we**”, “**us**” and “**our**.”  
“**Lessee**” means the above referenced entity or sole proprietorship and any other entity or sole proprietorship listed as a Lessee in the signature blocks below, and is also referred to as “**you**” and “**your**.” This Amendment (this “**Amendment**”) is entered into as of **May 9, 2022** between you and us, and amends Equipment Schedule No. **603-0128978-008** by and between you and us (the “**Schedule**”), which incorporates the terms and conditions of that certain Master Lease Agreement No. **603-0128978** (the “**Master Agreement**”). The terms and conditions of the Master Agreement are incorporated in to the Schedule and together constitute a lease (the “**Lease**”) between you and us for the Equipment described in the Schedule. Capitalized terms used but not defined herein shall have meanings given to them in the Master Agreement.

For good and valuable consideration and intending to be legally bound, you and we agree as follows:

A. Amendment to the Schedule.

**1. Sentence 2 of Section H is hereby amended and restated in its entirety as follows:**

“To the extent permitted by applicable law, You agree to indemnify us for the loss of any income tax benefits caused by your acts or omissions inconsistent with such assumption or the Lease.”

B. Limitations. The amendments set forth herein are limited precisely as written and shall not be deemed to (a) be a consent to, or waiver or modification of, any other term or condition of the Lease, or (b) prejudice any right or rights which we may now have or may have in the future under or in connection with the Lease or any of the other documents referred to therein. Except as expressly modified hereby or by express written amendments thereof, the terms and provisions of the Lease or any other documents or instruments executed in connection with the foregoing are and shall remain in full force and effect. In the event of a conflict between this Amendment and any of the foregoing documents, the terms of this Amendment shall be controlling.

C. Entire Agreement. This Amendment and the documents referred to herein represent your and our entire understanding regarding the subject matter hereof and supersede all of your and our prior and contemporaneous oral and written agreements with respect to the subject matter hereof.

D. Counterparts. This Amendment may be executed in any number of counterparts and by different parties on separate counterparts and all of such counterparts shall together constitute one and the same instrument. Except as expressly modified hereby, all terms and provisions of the Lease shall remain in full force and effect. This Amendment is not binding or effective with respect to the Lease until executed by your and our respective authorized representatives.

**IN WITNESS WHEREOF**, you and we have caused this Amendment to be executed by each of our respective duly authorized representatives as of the date first above written.

**WELLS FARGO FINANCIAL LEASING, INC.**

**LESSEE: CITY OF KILLEEN**

\_\_\_\_\_  
Signature of authorized signer

\_\_\_\_\_  
Signature of authorized signer

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



**Name and Address of Lessee:**  
**City of Killeen**  
**1600 Stonetree Drive**  
**Killeen, TX 76543**

Re: **EQUIPMENT SCHEDULE No. 603-0128978-008** between **CITY OF KILLEEN** and **WELLS FARGO FINANCIAL LEASING, INC.**

"**Lessor**" means WELLS FARGO FINANCIAL LEASING, INC. together with its successor and assigns, and is also referred to as "**we**", "**us**" and "**our**."  
"**Lessee**" means the above referenced entity or sole proprietorship and any other entity or sole proprietorship listed as a Lessee in the signature blocks below, and is also referred to as "**you**" and "**your**." This Amendment (this "**Amendment**") is entered into as of **May 9, 2022** between you and us, and amends Equipment Schedule No. **603-0128978-008** by and between you and us (the "**Schedule**"), which incorporates the terms and conditions of that certain Master Lease Agreement No. **603-0128978** (the "**Master Agreement**"). The terms and conditions of the Master Agreement are incorporated in to the Schedule and together constitute a lease (the "**Lease**") between you and us for the Equipment described in the Schedule. Capitalized terms used but not defined herein shall have meanings given to them in the Master Agreement.

For good and valuable consideration and intending to be legally bound, you and we agree as follows:

A. Amendment to the Schedule.

**1. Sentence 2 of Section H is hereby amended and restated in its entirety as follows:**

"To the extent permitted by applicable law, You agree to indemnify us for the loss of any income tax benefits caused by your acts or omissions inconsistent with such assumption or the Lease."

B. Limitations. The amendments set forth herein are limited precisely as written and shall not be deemed to (a) be a consent to, or waiver or modification of, any other term or condition of the Lease, or (b) prejudice any right or rights which we may now have or may have in the future under or in connection with the Lease or any of the other documents referred to therein. Except as expressly modified hereby or by express written amendments thereof, the terms and provisions of the Lease or any other documents or instruments executed in connection with the foregoing are and shall remain in full force and effect. In the event of a conflict between this Amendment and any of the foregoing documents, the terms of this Amendment shall be controlling.

C. Entire Agreement. This Amendment and the documents referred to herein represent your and our entire understanding regarding the subject matter hereof and supersede all of your and our prior and contemporaneous oral and written agreements with respect to the subject matter hereof.

D. Counterparts. This Amendment may be executed in any number of counterparts and by different parties on separate counterparts and all of such counterparts shall together constitute one and the same instrument. Except as expressly modified hereby, all terms and provisions of the Lease shall remain in full force and effect. This Amendment is not binding or effective with respect to the Lease until executed by your and our respective authorized representatives.

**IN WITNESS WHEREOF**, you and we have caused this Amendment to be executed by each of our respective duly authorized representatives as of the date first above written.

**WELLS FARGO FINANCIAL LEASING, INC.**

**LESSEE: CITY OF KILLEEN**

\_\_\_\_\_  
Signature of authorized signer

\_\_\_\_\_  
Signature of authorized signer

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## City of Killeen

Compounding Period: Monthly

Nominal Annual Rate: 4.990%

**Cash Flow Data - Loans and Payments**

	Event	Date	Amount	Number	Period	End Date
1	Loan	05/01/2022	333,454.23	1		
2	Payment	05/01/2022	0.00	1		
3	Payment	06/01/2022	5,757.17	60	Monthly	05/01/2027
4	Payment	06/01/2027	36,451.01	1		

**TValue Amortization Schedule - Normal, 365 Day Year**

	Date	Payment	Interest	Principal	Balance
Loan	05/01/2022				333,454.23
1	05/01/2022	0.00	0.00	0.00	333,454.23
2	06/01/2022	5,757.17	1,386.48	4,370.69	329,083.54
3	07/01/2022	5,757.17	1,368.30	4,388.87	324,694.67
4	08/01/2022	5,757.17	1,350.06	4,407.11	320,287.56
5	09/01/2022	5,757.17	1,331.73	4,425.44	315,862.12
6	10/01/2022	5,757.17	1,313.33	4,443.84	311,418.28
7	11/01/2022	5,757.17	1,294.85	4,462.32	306,955.96
8	12/01/2022	5,757.17	1,276.30	4,480.87	302,475.09
<b>2022 Totals</b>		<b>40,300.19</b>	<b>9,321.05</b>	<b>30,979.14</b>	
9	01/01/2023	5,757.17	1,257.67	4,499.50	297,975.59
10	02/01/2023	5,757.17	1,238.96	4,518.21	293,457.38
11	03/01/2023	5,757.17	1,220.17	4,537.00	288,920.38
12	04/01/2023	5,757.17	1,201.31	4,555.86	284,364.52
13	05/01/2023	5,757.17	1,182.37	4,574.80	279,789.72
14	06/01/2023	5,757.17	1,163.34	4,593.83	275,195.89
15	07/01/2023	5,757.17	1,144.24	4,612.93	270,582.96
16	08/01/2023	5,757.17	1,125.06	4,632.11	265,950.85
17	09/01/2023	5,757.17	1,105.80	4,651.37	261,299.48
18	10/01/2023	5,757.17	1,086.46	4,670.71	256,628.77
19	11/01/2023	5,757.17	1,067.04	4,690.13	251,938.64
20	12/01/2023	5,757.17	1,047.54	4,709.63	247,229.01
<b>2023 Totals</b>		<b>69,086.04</b>	<b>13,839.96</b>	<b>55,246.08</b>	
21	01/01/2024	5,757.17	1,027.96	4,729.21	242,499.80
22	02/01/2024	5,757.17	1,008.30	4,748.87	237,750.93

## City of Killeen

	Date	Payment	Interest	Principal	Balance
23	03/01/2024	5,757.17	988.55	4,768.62	232,982.31
24	04/01/2024	5,757.17	968.72	4,788.45	228,193.86
25	05/01/2024	5,757.17	948.81	4,808.36	223,385.50
26	06/01/2024	5,757.17	928.82	4,828.35	218,557.15
27	07/01/2024	5,757.17	908.74	4,848.43	213,708.72
28	08/01/2024	5,757.17	888.58	4,868.59	208,840.13
29	09/01/2024	5,757.17	868.34	4,888.83	203,951.30
30	10/01/2024	5,757.17	848.01	4,909.16	199,042.14
31	11/01/2024	5,757.17	827.60	4,929.57	194,112.57
32	12/01/2024	5,757.17	807.11	4,950.06	189,162.51
<b>2024 Totals</b>		<b>69,086.04</b>	<b>11,019.54</b>	<b>58,066.50</b>	
33	01/01/2025	5,757.17	786.52	4,970.65	184,191.86
34	02/01/2025	5,757.17	765.86	4,991.31	179,200.55
35	03/01/2025	5,757.17	745.10	5,012.07	174,188.48
36	04/01/2025	5,757.17	724.26	5,032.91	169,155.57
37	05/01/2025	5,757.17	703.34	5,053.83	164,101.74
38	06/01/2025	5,757.17	682.32	5,074.85	159,026.89
39	07/01/2025	5,757.17	661.22	5,095.95	153,930.94
40	08/01/2025	5,757.17	640.03	5,117.14	148,813.80
41	09/01/2025	5,757.17	618.76	5,138.41	143,675.39
42	10/01/2025	5,757.17	597.39	5,159.78	138,515.61
43	11/01/2025	5,757.17	575.94	5,181.23	133,334.38
44	12/01/2025	5,757.17	554.39	5,202.78	128,131.60
<b>2025 Totals</b>		<b>69,086.04</b>	<b>8,055.13</b>	<b>61,030.91</b>	
45	01/01/2026	5,757.17	532.76	5,224.41	122,907.19
46	02/01/2026	5,757.17	511.04	5,246.13	117,661.06
47	03/01/2026	5,757.17	489.23	5,267.94	112,393.12
48	04/01/2026	5,757.17	467.32	5,289.85	107,103.27
49	05/01/2026	5,757.17	445.33	5,311.84	101,791.43
50	06/01/2026	5,757.17	423.24	5,333.93	96,457.50
51	07/01/2026	5,757.17	401.06	5,356.11	91,101.39
52	08/01/2026	5,757.17	378.79	5,378.38	85,723.01
53	09/01/2026	5,757.17	356.43	5,400.74	80,322.27
54	10/01/2026	5,757.17	333.97	5,423.20	74,899.07
55	11/01/2026	5,757.17	311.42	5,445.75	69,453.32
56	12/01/2026	5,757.17	288.78	5,468.39	63,984.93
<b>2026 Totals</b>		<b>69,086.04</b>	<b>4,939.37</b>	<b>64,146.67</b>	
57	01/01/2027	5,757.17	266.04	5,491.13	58,493.80
58	02/01/2027	5,757.17	243.21	5,513.96	52,979.84
59	03/01/2027	5,757.17	220.29	5,536.88	47,442.96
60	04/01/2027	5,757.17	197.26	5,559.91	41,883.05

## City of Killeen

	Date	Payment	Interest	Principal	Balance
61	05/01/2027	5,757.17	174.15	5,583.02	36,300.03
62	06/01/2027	36,451.01	150.98	36,300.03	0.00
<b>2027 Totals</b>		<b>65,236.86</b>	<b>1,251.93</b>	<b>63,984.93</b>	
<b>Grand Totals</b>		<b>381,881.21</b>	<b>48,426.98</b>	<b>333,454.23</b>	

Last interest amount increased by 0.05 due to rounding.

<b>ANNUAL PERCENTAGE RATE</b>	<b>FINANCE CHARGE</b>	<b>Amount Financed</b>	<b>Total of Payments</b>
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.
<b>4.990%</b>	<b>\$48,426.98</b>	<b>\$333,454.23</b>	<b>\$381,881.21</b>

# 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.

Tom Loftus Inc., dba Austin Turf & Tractor  
Marble Falls, TX United States

Certificate Number:  
2022-893568

Date Filed:  
06/01/2022

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

City of Killeen

Date Acknowledged:

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

Mower Proposal  
Turf Equipment

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	New, Nathan	Marble Falls, TX United States	X	
	Mobley, Chad	Marble Falls, TX United States	X	
	Jukes, Harry	Marble Falls, TX United States	X	

5 Check only if there is NO Interested Party.

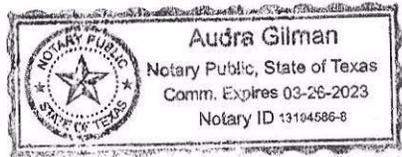
### 6 UNSWORN DECLARATION

My name is Nathan New, and my date of birth is 10/8/1963.

My address is 809 Steve Hawkins Pkwy., Marble Falls, TX, 78654, USA.  
(street) (city) (state) (zip code) (country)

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

Executed in BURNET County, State of TX, on the 1st day of June, 2022.  
(month) (year)



Nathan New  
Signature of authorized agent of contracting business entity (Declarant)



# MOWER LEASE FOR STONETREE GOLF CLUB

RS-22-071

June 7, 2022

# Background

2

- ❑ Stonetree Golf Club (SGC) Agronomy provides daily maintenance for the entire golf course grounds. Specialized equipment is needed and utilized to maintain 100 acres of turf grass
- ❑ Mowing routines associated with turf grass subject this equipment to excessive usage. Mowers are utilized in more than 5,000 hours per year
- ❑ Due to the high amount of usage placed on these specialized pieces of equipment and the specific precision of industry standards for playable course conditions, they are subject to maintenance issues at a greater frequency than typical mowing equipment

# Background

3

- ❑ Recreation Services had an existing lease with Professional Turf Products L.P., financed by TCF Capital Solutions, which started August 2017 and expired in July 2021. This lease consisted of (2) greens mowers and (2) fairway mowers
- ❑ Recommended lease was brought to council in January, but direction was given to competitively bid this lease
- ❑ The City of Killeen began the process of soliciting bids for seven pieces of mowing equipment to ensure that mowers could be obtained at the best value

# Equipment

4

- ❑ The seven pieces of equipment include:
  - ❑ Three greens Triplex mowers
  - ❑ Two Fairway units
  - ❑ 1 Contour rough mower
  - ❑ 1 Zereturn mower

Bid # 22-17 was advertised on March 20, 2022 and March 27, 2022 and followed the Texas Local Government Code and the City's Financial Management Policy

# Mowing Units

5

JD 2750 Greens Mower



JD 6700A Precision Cut



JD 7400A Terrain Cut



JD Z930M



# Background

6

- Recreation Services received responses on April 19, 2022 from:
  - Austin Turf & Tractor
  - Professional Turf Products
  - Turf and Soil Management Contract Services
- Recreation Services, along with Purchasing evaluated each bid's conformance with the bid information and instructions

# Proposed Lease

7

- RS is seeking to enter into a new lease with Austin Turf & Tractor financed through Wells Fargo Financial Leasing for a sixty (60) month lease
- Seven (7) mowers
  - ▣ Staff will have access to modern, up-to-date equipment that is covered under warranty for the duration of the lease
- Total cost of new lease \$345,430.20
  - \$5,757.17/month

# Bids Received

<b>Company</b>	<b>Bids</b>
Austin Turf & Tractor Bid # 22-17	\$345,430.20
Professional Turf Products Bid # 22-17	\$434,548.80
Turf & Soil Management Contract Services* Bid # 22-17	\$233,700.00

\*Did not meet specifications

# Equipment

9

<b>Previous Equipment</b>	<b>Replacement Equipment (All leased)</b>
3 Greens Mowers (2 leased/1 owned)	3 Greens Mowers
2 Fairway Units (2 leased)	2 Fairway Units
2 Zero Turn Mowers (Owned)	1 Zeroturn Mower
	1 Contour Rough Cut Mower

# Alternatives

10

- The City Council has two (2) alternatives
  - ▣ Option 1 – Decline the bid and find an alternative option for mowers
  - ▣ Option 2 – Approve the bid and enter into the agreement with Austin Turf and Tractor, financed through Wells Fargo Financial Leasing, Inc.

# Recommendation

- ❑ Staff recommends City Council approve the sixty (60) month lease with Austin Turf and Tractor, financed through Wells Fargo Financial Leasing, Inc. as submitted in the amount of \$345,430.20 over the course of the lease and that the City Manager or designee be authorized to execute any change orders as permitted by state and local law



# City of Killeen

## Staff Report

File Number: RS-22-072

1	City Council Workshop	06/07/2022	Reviewed and Referred	City Council	06/14/2022
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**DATE:** June 7, 2022

**TO:** Kent Cagle

**FROM:** Joseph Brown, Executive Director of Recreation Services

**SUBJECT:** Renovation of Conder Skate Park

**BACKGROUND AND FINDINGS:**

Recreation Services (RS) is seeking to enter into a Professional Services Agreement with American Ramp Company (ARC) for renovation of the Conder Skate Park. The Skate Park was built in 2005 with modular elements. These elements have deteriorated over time and have outlived their life span of 12-15 years per the skate park industry. Conder Skate Park is heavily used with broken, cracked, missing elements throughout the park. The recommendations we are pursuing are consistent with our current Parks Master Plan. Several concerned citizens reached out to staff about the safety of the Skate Park in March of 2021. Staff worked to create and develop a skate park workgroup that was made up of citizen skateboarders. The intent was to work closely with our skate community, moving towards improving our Skate Park within Conder Park. Staff allocated \$295,800.00 for Skate Park construction, of the Conder Park ARPA funds.

A Skate Park survey was created and advertised through signs at Conder Skate Park, fliers, and the city website from March 31 - April 19, 2021 (identify interest). Staff received nearly 50 responses. The first meeting was as a result on April 22, a Public Skate Workgroup Townhall. The Workgroup held its first meeting on May 13 and has held five (5) meetings. There were a variety of recommendations presented to RS staff during this process. The Work Group utilized their skills to make recommendations, designs, sketches, etc. Looking at various best management practices used to design and create skateparks, we decided it was most advantageous to identify and source a professional skate park design/build company. Staff identified ARC as the company who could step in and work alongside our Skate Park Work Group. ARC has shown their ability to create and develop successful skatepark projects throughout multiple Texas cities through a developed comprehensive design plan. The City of Killeen entered a contract with ARC to design the improvements. ARC has designed and constructed several skateparks throughout Texas:

Andrews	Brownwood	McCamey
Breckenridge	Fort Hood	Paris
Brownfield	Lufkin	Rio Grande
Brownsville	Malakoff	Saginaw

San Marcos

Sugarland

Texarkana

This is a look at the conceptual design services the City received while designing the Conder Park Skate Park re-construction through ARC:

#### TASK 1.0 - CONCEPTUAL DESIGN

1.1 Project Team Kickoff

1.2 Base Data Collection

1.3 Community Engagement

1.4 Concept Design

1.5 Design Revisions

1.6 Cost Estimate

1.7 Task Deliverables

Once the feedback and surveys were recorded and design was completed, ARC surveyed all skatepark users. Staff received ninety-three (93) survey results on final design. Staff discussed the results of the survey, while hosting a public forum to hear concerns from the skaters. Key take-aways from the meeting were:

- Access to restrooms
- Elements that are not broken, missing and are safe to skate was a need
- Graffiti Wall
- All level/ability skate park

The construction proposal is attached. Skate Park Construction includes:

- All labor, construction project management, supplies, tools, materials, and equipment required per scope of work
- Site Staking and Layout
- Cutting and shaping grades within skatepark footprint
- Erosion and Sediment Control and Site Stabilization
- Installation of Rebar
- Install and Finish Shotcrete
- Repair of existing expansion joints
- Concrete ledges, steps, and turndown walls if applicable
- Pipe coping edgings, rails
- Park Sealing
- Fine Grading

Cost	Total
Conceptual Design	\$ 7,500.00
Construction	\$295,800.00
	\$303,300.00

**THE ALTERNATIVES CONSIDERED:**

Option 1: Do not approve the renovation of Conder Skate Park

Option 2: Approve the renovation of Conder Skate Park

**Which alternative is recommended? Why?**

Recreation Services Staff recommends City Council approve the renovation of Conder Skate Park from The American Ramp Company through Texas Buyboard contract #592-19. Funds were approved and available this fiscal year, from the approved FY22 ARPA funds. The purchase will include all labor and supplies, site staking and layout, installation of rebar, repair of existing expansion joints, concrete ledges, steps, pipe coping edgings, rails, park sealing and fine grading. The renovation will transform the skatepark from an old antiquated modular facility to an updated, safe, concrete, steel facility.

**CONFORMITY TO CITY POLICY:**

American Ramp Company is a member of the Texas Buyboard Purchasing Cooperative. Purchases made through a cooperative contract satisfy the state competitive bidding requirements 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 purchase of the goods or services.

**FINANCIAL IMPACT:**

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

Expenditure in FY 2022 would be \$295,800.00 which includes the completed skate park.

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

One-time expenditure of \$295,800.00. Recurring maintenance expenditures over the life of the park will be built into the maintenance budget.

**Is this expenditure budgeted?**

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

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

N/A

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

Yes

**RECOMMENDATION:**

Recreation Services staff recommends City Council approve a professional services agreement for the renovation of Conder Skate Park by American Ramp Company in the amount of \$295,800.00 in FY22 and that the City Manager or designee be authorized to execute any change orders as permitted by state and local law.

**DEPARTMENTAL CLEARANCES:**

Legal  
Purchasing  
Finance

**ATTACHED SUPPORTING DOCUMENTS:**

Design  
Agreements  
Appendix A  
Certificate of Interested Parties







7680, KILLEEN, TX

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7680, KILLEEN, TX

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The Center Skate Park was designed by our skater community. Special THANKS to those that participated in the Work Group and design phase. 2022



7680, KILLEEN, TX





7680, KILLEEN, TX

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Joplin, MO 64801  
Toll-free 877-RAMP-778  
Local 417-206-6816  
Fax 417-206-6888  
[sales@americanrampcompany.com](mailto:sales@americanrampcompany.com)

Design #	FOB	Date
7680	Killeen, TX	3/9/2022

**Item**

1 Full constructed Skatepark \$290,000.00

**Notes:**

- Pricing is compatible with ARC's BuyBoard Contract Pricing – BuyBoard 592-19

## LETTER OF AGREEMENT

This is a Letter of Agreement (“Agreement”) between the City of Killeen (referred to herein as “City”) and American Ramp Company (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 professional design services geared to create a completely custom skatepark design unique to your community  
Conceptual Design services will include the following:

### **TASK 1.0 - CONCEPTUAL DESIGN**

#### **1.1 Project Team Kickoff**

- Virtual kickoff meeting with project team to review project goals, objectives, opportunities, and constraints
- Base Data Collection – Client project team to send any information on existing conditions

#### **1.2 Community Engagement**

- American Ramp Company will host a virtual or live meeting with your local skaters or project team to formulate ideas for your concept design
- Summarize meeting findings with group

#### **1.3 Concept Design**

- Create initial concept design based on project objectives, existing site conditions, and target budget
- Verify the design is responsive to the site and budget to not exceed \$290,000
- Client to review initial design concept

#### **1.4 Design Revisions**

- Revise conceptual design based on feedback from initial input (2 revisions included if needed)
- Verify the design is responsive to the site and budget
- Client to review and approve final skatepark design and cost proposal

#### **1.5 Cost Estimate**

- Provide formal cost proposal for manufacturing and installation of approved skatepark design

#### **1.6 Task Deliverables**

- Large poster size print of final design
- Skatepark equipment cost proposal

(the "Project").

Term of Agreement. This Agreement shall commence on the 20 day of January 2022, and terminate 365 calendar days after commencement of work on the Project.

Consideration. Contractor agrees to provide the services stated above:

- at the rate of \$ \_\_\_\_\_ per hour; or
- for the lump sum payment not to exceed \$7,500.

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 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.

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 <sup>RS</sup>~~20~~ day of January, 2022, by the undersigned Parties who acknowledge that they have read and understand this Agreement and that the Agreement is issued in accordance with local, State, and Federal laws, and the undersigned Parties hereby execute this legal document voluntarily and of their own free will.

City

Contractor

\_\_\_\_\_  
Joseph Brown, Executive Director  
of Recreation Services  
City of Killeen

Printed: Jonathan Hunter

Title: VP

Signature: 

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

1. Remedies.

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

2. Termination for Cause and Convenience.

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

3. Equal Employment Opportunity.

- a. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4(b), in accordance with Executive Order 11246, *Equal Employment Opportunity* (30 Fed.Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, *Amending Executive Order 11246 Relating to Equal Employment Opportunity*, and implementing regulations at 41C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II, ¶C.

b. Key Definitions.

(1) Federally Assisted Construction Contract. The regulation at 41 C.F.R.

§60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

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

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

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

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(3) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with

procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law. (8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

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

- a. As amended (40 U.S.C. 3141-3148). When required by Federal Program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)). See 2 C.F.R. Part 200, Appendix II, ¶ D.
- b. In accordance the statute, Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractors are required to pay 'wages not less than once a week.
- c. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding-agency.
- d. In contracts subject to the Davis-Bacon Act, the contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. §3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3(Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti •Kickback Act provides that each contractor or sub recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to federal awarding agency.
- e. Compliance with the Davis-Bacon Act  
All transactions regarding this Purchase Order hereby incorporates the requirements of compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)). Contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

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

f. Compliance with the Copeland "Anti-Kickback" Act.

All transactions regarding this Purchase Order hereby incorporates the requirements of compliance with the Copeland "Anti-Kickback" Act:

(1) Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(2) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

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

#### 5.Contract Work Hours and Safety Standards Act.

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

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

#### Compliance with the Contract Work Hours and Safety Standards Act.

(1) Overtime requirements. No contractor or subcontractor contracting for any pay of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives

compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

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

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

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

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

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

a. If the Federal award and grants meet the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the City of Killeen or sub recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the City hereby incorporates the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by the federal awarding agency into the contract. See 2 C.F.R. Part 200, Appendix II, ¶ F.

b. The regulation at 37 C.F.R. § 401.2(a) currently defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

7. Clean Air Act and the Federal Water Pollution Control Act. Contracts of amounts in excess of \$150,000 must contain a provision that requires the contractor to agree to comply

with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C.

§§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II, ¶ G. This requirement applies and the clauses are incorporated to all FEMA grant, cooperative agreement programs, and City contracts and Purchase Orders that are funded through federal awards and grants:

a. Clean Air Act

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

(2)

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

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

b. Federal Water Pollution Control Act

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

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

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

8. Debarment and Suspension.

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

a.(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the

names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

#### 9. Byrd Anti-Lobbying Amendment.

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

a. Contractors that apply or bid for an award of \$100,000 or more must file the required certification. See 2 C.F.R. Part 200, Appendix II, § J; 44 C.F.R. Part 18; Chapter IV, 6.c; Appendix C, § 4.

b. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal

**Award.** Such disclosures are forwarded from tier to tier up to the non-Federal award. See Chapter IV, § 6.c and Appendix C, § 4.

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

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

APPENDIX A, 44 C.F.R. PART 18- CERTIFICATION REGARDING LOBBYING  
Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000)

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

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

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

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts

under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

#### 10. Procurement of Recovered Materials.

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

a. A non-Federal entity that is a state agency or agency of a political sub division of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, ¶ K; 2 C.F.R. § 200.322; Chapter V, ¶ 7.

b. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

c.(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired-

(i) Competitively within a timeframe providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA- designate items is available at [http://www.epa.gov/cpg/products .htm](http://www.epa.gov/cpg/products.htm)."

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

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

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

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

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

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

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

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

(d) See also § 200.471.

## 12.Domestic Preferences for Procurements.

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

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

(b) For purposes of this section:

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

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

#### 13. Access to Records.

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

(1) The Contractor agrees to provide the City of Killeen (insert name of state agency or local or Indian tribal government), (insert name of recipient), the federal awarding agency, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the federal awarding agency or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

#### 14. DRS Seal, Logo, and Flags.

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

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

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

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

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

#### 16. No Obligation by Federal Government.

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

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

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

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

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

## **BUYBOARD BUILD AGREEMENT**

**THIS AGREEMENT** is made this \_\_\_ day of \_\_\_\_\_, 2022, by and between CITY OF KILLEEN, TX (hereinafter called "**OWNER**"), whose principal office is located at 100 N. College Killeen, TX 76542 and American Ramp Company, (hereinafter called "**CONTRACTOR**"), whose principal office is located at 601 S. McKinley Ave. Joplin, MO 64801.

**PROJECT:** Conder Skatepark Rebuild

**LOCATION:** 910 Conder St, Killeen, TX 76541

**PROJECT NUMBER:** \_\_\_\_\_

### **WITNESSETH:**

For value received, CONTRACTOR and OWNER agree as follows:

#### **ARTICLE 1 DESCRIPTION OF WORK**

- 1.1 The CONTRACTOR hereby covenants and agrees with the OWNER that he will construct the project in accordance with each and every one of the conditions, covenants, stipulations, terms and provisions contained in the specifications, drawings, and general conditions relating to the project, and will well and faithfully comply with and perform each and every obligation imposed upon him by said documents.
- 1.2 Contractor shall complete all work as specified or indicated in the agreement. The work is generally referred to as Conder Skatepark Rebuild and described as follows: Redevelopment and rehabilitation of skatepark slab into custom Pour-in-Place Skatepark. Please reference exhibit B for warranty statement.
- 1.3 CONSTRUCTION: Skatepark structure as determined by design meetings and conceptual design. Scope of work is limited to the footprint of the skatepark as included as Exhibits to this contract as follows:
  - Exhibit A – Scope of Work

## **ARTICLE 2 CONTRACT AMOUNT**

2.1 OWNER agrees to pay CONTRACTOR the sum of **TWO HUNDRED NINETY-FIVE THOUSAND EIGHT HUNDRED DOLLARS (\$295,800.00)**, subject to additions and deductions for changes as may be agreed upon in writing. CONTRACTOR may bill his work progressively based on quantities installed.

2.2 All portions of this contract will be billed in progress billings to be submitted to the OWNER by the CONTRACTOR based on the following milestones:

- 25% At Contract Signing
- 25% Upon Mobilization
- 25% Upon Substantial Completion
- 25% Upon Completion of Punch List items, Construction Sign Off and Owner Acceptance

All progress billings are due in full within 30 days of receipt of invoice from CONTRACTOR.

2.3 Execution of any Attachments and/or Add Alternates will be bound by all terms and conditions of the Agreement. If any changes are determined necessary, ARC will issue a change request to the owner for approval prior to performing work.

2.4 "Completion of the Project" shall be deemed the earlier of 1.) the date Owner executes Contractor's punch-list/sign-off sheet; or 2.) The date the Owner opens the Project to the public for permanent use.

2.5 All pricing of the skatepark elements is to be in line with ARC's BuyBoard contract #592-19.

### **ARTICLE 3 INSURANCE AND INDEMNITY**

3.1 CONTRACTOR shall maintain at its cost the following minimum insurance and coverage throughout the term of the Agreement: Both (1) Comprehensive General Liability and (2) Comprehensive Automobile Liability Insurance covering liabilities for property damage and bodily injury, including death, at the minimum amount of One Million and No/100 Dollars (\$1,000,000.00) per occurrence. Contractor must maintain Workers Compensation with the limits required by federal and state law and Employer's Liability Insurance of not less than \$1,000,000 per accident for injury and \$1,000,000 per employee for disease with a \$1,000,000 disease policy limit.

3.2 The CONTRACTOR shall contractually require each person with whom it contracts to provide services on the Project, to: Provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreement, which meets the statutory requirements of Texas Labor Code, Section 401.011 (44) for all of its employees providing services on the Project, for the duration of the Project. provide the CONTRACTOR, prior to that person beginning Work on the Project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the Project, for the duration of the Project provide the CONTRACTOR, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project. obtain from each other person with whom it contracts, and provide to the CONTRACTOR: a certificate of coverage, prior to the other person beginning work on the Project; and a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the Project. retain all required certificates of coverage on file for the duration of the Project and for one (1) year thereafter notify the OWNER in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project; and contractually require each person with whom it contracts, to perform as required by paragraphs (a) - (g), with the certificates of coverage to be provided to the person for whom they are providing services.

3.3 CONTRACTOR agrees to indemnify and hold harmless OWNER from any and all claims, loss, or expense of every kind whatsoever which may arise from CONTRACTOR's negligent acts or omissions or breach of its obligations hereunder. OWNER agrees to indemnify and hold harmless CONTRACTOR from any and all claims, loss, or expense of every kind whatsoever which may arise from OWNER's negligent acts or omissions or breach of its obligations hereunder.

**ARTICLE 4**  
**CONTRACTOR'S AND OWNER'S RESPONSIBILITIES**

4.1 No variation of this agreement will be recognized unless such change has been approved in writing.

4.2 CONTRACTOR may subcontract the installation portion of this Agreement using independent Subcontractors without the consent of OWNER.

4.3 CONTRACTOR will in no way be liable for delays in the completion of the Project which are reasonably beyond the control of CONTRACTOR, including but not limited to: Acts of God, labor strikes, shortage of materials, shipping delays or actions attributable to the Owner.

4.4 After the final inspection and completion of the Project, all repair/replacement issues regarding the Project and the materials shall be determined under the terms set forth in CONTRACTOR's standard warranty.

4.5 During construction the entire job site is considered hazardous. Under no circumstances may the skatepark be skated or ridden until final completion of the Project. CONTRACTOR will not be held liable for and OWNER shall hold CONTRACTOR harmless from any accidents that occur because ramps/rails were used before the Project was complete unless accidents are caused by negligence of the CONTRACTOR.

4.6 Building permits and other local licenses that are required for the Project are the sole responsibility of the OWNER. If CONTRACTOR is required to purchase these licenses, such costs will be billed to the OWNER and added to the contract price hereunder.

4.7 All materials and workmanship are to conform to the contract drawings, details and specifications and the owner's Standards for Construction.

**ARTICLE 5  
MISCELLANEOUS**

5.1 The persons signing this Agreement warrant that they are duly authorized to sign on behalf of their respective parties and to bind their respective parties hereto. This Agreement shall inure to the benefit of and be binding upon the undersigned parties and their respective heirs, executors, legal representatives, successors and assigns. No waiver of any provision of this agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver. If any provision of this agreement is held to be invalid or unenforceable, all other provisions shall nevertheless continue in full force and effect.

5.2 This agreement constitutes the entire agreement between the parties pertaining to its subject matter, and it supersedes all prior contemporaneous agreements, representations, and understandings of the parties. No supplement, modification, or amendment of this agreement shall be binding unless executed in writing by all parties.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement the day and year first above written.

**OWNER:**

Firm: \_\_\_\_\_

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

Name Print: \_\_\_\_\_

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

**CONTRACTOR:**

Firm: American Ramp Company

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

Name Print: \_\_\_\_\_

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

## **Exhibit A**

### **SCOPE OF WORK**

#### **TASK 1.0 - CONSTRUCTION PHASE**

##### **1.1 CUSTOMER PROVIDES\*:**

- Geotechnical Report – If a current geo-technical report is available, it shall be the responsibility of the Client to provide ARC with the report (if applicable) prepared specifically for the project site. Should an existing report be available it shall be a maximum of 1 year old. If the report is over 1 year old, the original firm preparing the report shall issue a letter testifying that the report is still valid and no corrections or updates need to be prepared for the report. The letter shall be dated within 30 days of ARC's receipt of the Geotechnical report. The report shall be completed and sealed by a Geotechnical Engineer registered in the state where the project site is located. At a minimum the report is to include the following; vicinity map of the project limits, plot plan/aerial showing location of borings, detailed description of the findings and recommendations, a detailed report of the laboratory tests performed, and an executive summary stating general findings and recommendations.
- Survey and Mapping – The Client shall provide ARC with a current survey locating all above and belowground utilities, appurtenances, structures, and easements. \*The survey shall be in digital format that can easily be used with AutoCAD software.
- Sufficient water and electrical power within 100 feet of work areas.
- Unobstructed, safe, and continuous access to work area with heavy equipment. All weather roads for heavy equipment.
- All necessary site information including topography, site surveying, and elevations.
- Removal of existing skatepark equipment

##### **1.2 INCLUDES\*:**

- All labor, construction project management, supplies, tools, materials, and equipment required per scope of work
- Site Staking and Layout
- Cutting and shaping grades within skatepark footprint
- Erosion and Sediment Control and Site Stabilization
- Installation of Rebar
- Install and Finish Shotcrete
- Repair of existing expansion joints
- Concrete ledges, steps, and turndown walls if applicable
- Pipe coping edgings, rails
- Park Sealing
- Fine Grading
- Performance Bonds

### **1.3 EXCLUDES\*:**

- Repouring of existing concrete pad
- Stabilized Construction Entrance
- Landscaping, Site and Turf Restoration post skatepark construction
- Sidewalks/Walkways and Site Amenities of any Kind
- Permits, fees and/or engineering and stamping.
- Utility, mechanical, electrical, plumbing work, relocation or repairs of any kind.
- Toxic or hazardous material handling or removal.
- Removal and/or replanting of any trees or shrubs or protection of trees and shrubs.

**\*\*\*\*American Ramp Company will gladly coordinate and supply any of these services at a reasonable cost.**

### **Task 2.0 Deliverables:**

- Fully constructed skatepark.

## **Exhibit B**

### **Warranty Statement**

#### **Cast-in-place Concrete/ Shotcrete**

- **1-year limited on all concrete & shotcrete surfaces**

Begins on the date of final project delivery or when the on-site work is complete, under the condition that the skatepark has no defect in material and/or workmanship. Warranty items covered include:

1. Spalling attributed to improper floating, finishing, water content or curing methods.
2. Compression strength less than required by the specifications.
3. Surface cracking greater than the width of two quarters.

Should purchaser believe American Ramp Company has failed to meet the terms of this warranty, they shall notify American Ramp Company, and American Ramp Company shall, at its sole discretion, repair or provide replacement parts. This warranty is exclusive and is in lieu of all other warranties, whether expressed, implied, or statutory.

#### **Exceptions to Warranty**

Concrete by its inherent characteristics develop hairline checks, cracks, discolor, and stain, and therefore will not be covered by this warranty except when such checks or cracks exceed the thickness of two quarters. Damage caused by surface or subterranean drainage under or around said concrete or earth fill movement or expansive soil, explosions, wrecking, and the like. Damage caused by improper landscape drainage, stopped up drain, excessive humidity, or commercial vehicular traffic on flatwork. Damage caused by premature use of the concrete surface by foot traffic, furniture, equipment, or vehicles. Repairs required by normal wear, neglect, abuse, accident, vandalism, use of products other than the intended purpose, and acts of nature or God are not warrantied. The warranty does not cover any modifications, additions, or changes to the skatepark unless approved in writing by American Ramp Company.

#### **Disclaimer of Consequential Damages**

American Ramp Company shall not be held liable to purchaser, purchaser's customers, or other users of the product, or to anyone else for incidental, consequential or any other direct loss or damage or for lost profits or revenues of any kind, arising out of this agreement, whether in any action for or arising out of breach of contract, tort, fraud, or otherwise.

#### **Safety**

Skatepark surfaces should be inspected regularly by purchaser to ensure that it is safe and in good repair. Should the purchaser neglect any suggested maintenance, this warranty is rendered invalid. Purchaser assumes all liability for site location and any and all problems resulting from such placement (noise, vandalism, traffic, etc.).

*Nothing contained herein shall be construed as extending or otherwise increasing or modifying the obligation of Western Surety Company, the surety of American Ramp Company, Inc., other than the one-year guarantee as to materials and workmanship provided by Western Surety Company with respect to any claim by purchaser for defective work or materials under applicable law. Surety's obligation shall be limited to that set forth in its agreement and American Ramp Company, Inc. and applicable law. Nothing contained herein shall be construed as establishing a contractual or other relationship between surety and purchaser.*



### 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

Heather Ogden  
Printed Name

3.25.22  
Date

American Ramp Company  
Company Name

Construction Manager  
Title

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

1. Remedies.

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

2. Termination for Cause and Convenience.

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

3. Equal Employment Opportunity.

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

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

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

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

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

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

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

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

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

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

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

e. Compliance with the Davis-Bacon Act

All transactions regarding this Purchase Order hereby incorporates the requirements of compliance with the Davis-Bacon Act (40U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)). Contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

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

f. Compliance with the Copeland "Anti-Kickback" Act.

All transactions regarding this Purchase Order hereby incorporates the requirements of compliance with the Copeland “Anti-Kickback” Act:

(1) Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(2) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract

clauses.

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

5. Contract Work Hours and Safety Standards Act.

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

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

Compliance with the Contract Work Hours and Safety Standards Act.

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

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

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

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

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

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

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

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

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

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

- a. Clean Air Act

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

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

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

- b. Federal Water Pollution Control Act

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

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

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

assistance provided by the awarding agency.

8. Debarment and Suspension.

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

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

9. Byrd Anti-Lobbying Amendment.

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

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

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

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

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

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

**Certification for Contracts, Grants, Loans, and Cooperative Agreements**

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

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

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

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

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

10. Procurement of Recovered Materials.

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

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

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

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

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

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

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

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

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

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

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

(d) See also § 200.471.

## 12. Domestic Preferences for Procurements.

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

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

(b) For purposes of this section:

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

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

13. Access to Records.

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

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

14. DRS Seal, Logo, and Flags.

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

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

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

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

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

16. No Obligation by Federal Government.

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

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

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

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

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

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

## OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:  
2022-864976

Date Filed:  
03/25/2022

Date Acknowledged:

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

AMERICAN RAMP COMPANY INC  
JOPLIN, MO 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 Kileen

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.

TBD  
Construction of Concrete Skatepark

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Jones, Jeremy	Joplin, MO United States		X
	Ogden, Heather	Joplin, MO United States		X
	Sawyer, Roy	Webb City, MO United States		X
	Moss, Jim	Webb City, MO United States	X	
	Hunter, Jonathon	Joplin, MO United States	X	
	Bemo, Nathan	Carl Junction, MO United States	X	

5 Check only if there is NO Interested Party.

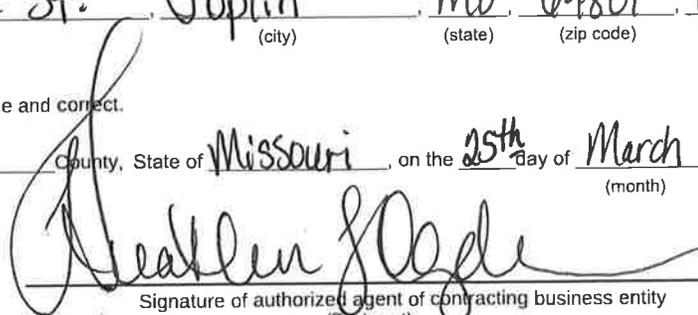
### 6 UNSWORN DECLARATION

My name is Heather Ogden, and my date of birth is 12/30/78.

My address is 2626 E. 12th St. Joplin MO 64801 US  
(street) (city) (state) (zip code) (country)

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

Executed in Jasper County, State of Missouri, on the 25th day of March, 2022.  
(month) (year)

  
Signature of authorized agent of contracting business entity (Declarant)



# RENOVATION OF CONDER SKATE PARK

RS-22-072

June 7, 2022

145

# Background

2

- ❑ Conder Skate Park was built in 2005 with modular elements
- ❑ These elements have deteriorated over time and have outlived their life span of 12-15 years per the skate park industry
- ❑ Conder Skate Park is heavily used and is in terrible condition with broken, cracked, missing elements throughout the park
- ❑ The recommendations we are pursuing are consistent with our current Parks Master Plan
- ❑ Several concerned citizens reached out to staff about the safety of the skatepark in March 2021

# Background

3



# Background - Engagement

4

- Staff worked to create and develop a skate park workgroup that was made up of citizen skate boarders
- The intent here was to work closely with our skate community, moving towards improving our skate park within Conder Park
- Staff allocated \$295,800 for Skate Park construction, of the Conder Park ARPA funds
- The Skate Park Workgroup held their first meeting on April 22, 2021

# Background - engagement

5

- A Skate Park survey was created and advertised through signs at the Conder Skate Park, fliers and the city website from March 31 – April 19, 2021 (Identify interest)
  - ▣ Staff received 50 responses
  - ▣ First meeting was held as a result on April 22
    - (Public Skate Work Group Townhall)
- Workgroup held their first meeting on May 13<sup>th</sup> and YTD has held five meetings

# Background - engagement

6

- ❑ Staff identified American Ramp Company (ARC) as the company who could step right in and work alongside our Skate Park Work Group. ARC has shown their ability to create and develop successful skatepark projects throughout multiple Texas cities through a developed comprehensive design plan
- ❑ ARC created and developed skateparks for the following Texas Cities:
  - ❑ Andrews
  - ❑ Breckenridge
  - ❑ Brownfield
  - ❑ Brownsville
  - ❑ Brownwood
  - ❑ Fort Hood
  - ❑ Lufkin
  - ❑ Malakoff
  - ❑ McCamey
  - ❑ Paris
  - ❑ Rio Grande
  - ❑ Saginaw
  - ❑ San Marcos
  - ❑ Sugarland
  - ❑ Texarkana,

# Conceptual Design

7

- Our Conceptual Design services included the following:
  - ▣ Virtual kickoff meeting with project team to review project goals, objectives, opportunities, and constraints
  - ▣ Base Data Collection- Client project team to send any information on existing conditions
  - ▣ Community Engagement – Live meeting with local skaters to formulate ideas for concept design
  - ▣ Concept Design -
    - Create initial concept design based on project objectives, existing site conditions, and target budget
    - Verify the design is responsive to the site and budget
    - Client to review initial design concept

# Conceptual Design

8

## ▣ Design Revisions

- Revise conceptual design based on feedback from initial input (2 revisions)
- Verify the design is responsive to the site and budget
- Client to review and approve final skatepark design and cost proposal

## ▣ Cost Estimate

- Provide formal cost proposal for manufacturing and installation of approved skatepark design



# Conceptual Design

9

- ❑ Staff received ninety-three (93) survey results on final design
- ❑ Staff discussed the results of the survey, while hosting the public Town Hall to hear concerns of the skater
- ❑ Key take-aways from Town Hall:
  - ▣ Access to restrooms within park
  - ▣ Elements that are not broken, missing and are safe to skate was a need
  - ▣ Graffiti wall
  - ▣ All level/ability skate park

# Skatepark Construction

10

## Skatepark Construction Includes

- All labor, construction project management, supplies, tools, materials, and equipment required per scope of work
- Site Staking and Layout
- Cutting and shaping grades within skatepark footprint
- Erosion and Sediment Control and Site Stabilization
- Installation of Rebar
- Install and Finish Shotcrete
- Repair of existing expansion joints
- Concrete ledges, steps, and turndown walls if applicable
- Pipe coping edgings, rails
- Park Sealing
- Fine Grading

# Skatepark Renovation Cost

11

	<b>Cost</b>	<b>Total</b>
Conceptual Design	\$7,500.00	
Construction	\$295,800.00	
		\$303,300.00

# Final Design

12



# Alternatives

13

- Option 1 – Do not approve the renovation of Conder Skate Park
- Option 2 – Approve the renovation of Conder Skate Park

# Recommendation

14

- Recreation Services staff recommends City Council approve the renovation of Conder Skate Park from The American Ramp Company through Texas Buyboard contract #592-19 in the amount of \$295,800.00. Funds were approved and available this fiscal year, from the approved FY22 ARPA funds



# City of Killeen

## Staff Report

File Number: RS-22-073

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1	City Council Workshop	06/07/2022	Reviewed and Referred	City Council	06/14/2022
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**DATE:** June 7, 2022

**TO:** Kent Cagle, City Manager

**FROM:** Joseph Brown, Executive Director of Recreation Services

**SUBJECT:** Stonetree golf cart lease

### **BACKGROUND AND FINDINGS:**

Stonetree Golf Club (SGC) provides recreation for city residents and visitors. Golf carts allow all golfers that utilize the facility to have complete access of play. SGC golf carts are utilized in more than 35,000 rounds and fifty (50) tournaments annually. SGC generates in excess of \$1,200,000.00 annually in revenue and of this revenue we receive \$300,000.00 from cart rentals. Due to the high amount of usage placed on these golf carts, they are subject to maintenance issues as the age of the carts increases. The proposed equipment lease is meant to replace the current golf cart fleet in use. Indigo Golf Partners recommends the replacement of the golf cart fleet every 4-5 years to ensure that working golf carts are consistently available for SGC patrons.

SGC initiated a 48-month lease in 2017 with E-Z-GO which was financed through TCF Equipment.

The City of Killeen Recreation Services began the process of soliciting bids for seventy-five (75) golf carts. Bid 22-18 was advertised on March 20, 2022 and March 27, 2022 and followed the Texas Local Government Code and the City's Financial Management Policy.

Recreation Services received responses from two (2) companies on April 19, 2022. Recreation Services, along with Purchasing, evaluated each bid's conformance with the bid information and instructions. Staff recommends E-Z-Go.

Recreation Services is seeking to enter a new lease with E-Z-GO financed through Huntington National Bank for a sixty (60) month lease for seventy-five (75) RXV ELiTE lithium powered golf carts. Leasing golf carts is more beneficial than outright purchasing of the carts. Patrons will have access to modern, up-to-date carts that are covered under warranty for the duration of the lease. In addition, the lease option allows the financial burden to be distributed over sixty (60) months.

### **THE ALTERNATIVES CONSIDERED:**

Option 1: Decline the bid and find an alternative option for golf carts.

Option 2: Approve the bid and enter into the agreement with Huntington Bank.

**Which alternative is recommended? Why?**

Option 2 - To approve the sixty (60) month lease with Huntington Bank for a total of \$193,410.00.

**CONFORMITY TO CITY POLICY:**

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

**FINANCIAL IMPACT:**

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

The total cost of the lease is \$193,410.00. This includes \$147,241.20 of principal and \$46,168.80 of interest.

FY22 financial impact would be \$12,894.00  
FY23 financial impact would be \$38,682.00  
FY24 financial impact would be \$38,682.00  
FY25 financial impact would be \$38,682.00  
FY26 financial impact would be \$38,682.00  
FY27 financial impact would be \$25,788.00

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

Recurring for the term of the lease

**Is this expenditure budgeted?**

Yes, funds are available in the General Fund Golf Course account 010-3020-424.47-09.

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

N/A

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

Yes

**RECOMMENDATION:**

Recreation Services staff recommends City Council award Bid 22-18, Golf Cart Lease, to E-Z-GO and authorize a sixty (60) month lease agreement with Huntington National Bank for seventy-five (75) golf carts for Stonetree Golf Club in the amount of \$193,410.00 and that the City Manager or designee be authorized to execute any change orders as permitted by state and local law.

**DEPARTMENTAL CLEARANCES:**

Legal  
Purchasing  
Finance

**ATTACHED SUPPORTING DOCUMENTS:**

Bid Tab  
Bid Proposal  
Lease

**Bid Tabulation**  
**Bid 22-18, Golf Cart Lease**

Vendors														
	Accept Terms & Conditions	CIQ	Meets Specifications	Number of Carts	Price per cart	Lease payment	Lease Term	Shipping Cost	Set-Up Cost	Training cost	Total Lease Cost	Warranty Length/Coverage	Service Response Time	Delivery Time
Club Car LLC	Y	Y	Y	75	\$96.10	\$7,207.50	60	Included	Included	Included	\$432,450.00	2-4 yr on various parts	TBD	Approx. 12 months
E-Z-GO	Y	Y	Y	75	\$42.98	\$3,223.50	60	0	0	0	\$193,410.00	2-4 yr on various parts	72hrs	4-5 months

# Invitation for Bid

City of Killeen, Texas  
Sealed bids will be received for:

**Golf Cart Lease  
Bid No. 22-18**

**Sealed bids will be received until 3:00 p.m. on  
April 19, 2022**

Electronically submit bids to Negometrix E-Bidding Site: (<https://app.negometrix.com>)

OR

Return Bid to:

City of Killeen  
Attn: Purchasing Department  
802 N 2<sup>nd</sup> Street, Building E, 2<sup>nd</sup> Floor, #215  
Killeen, Texas 76541

**CITY OF KILLEEN  
BID # 22-18 GOLF CART LEASE  
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- V. BID FORM
- VI. REFERENCES
- VII. SPECIFICATIONS
- VIII. BIDDER'S CHECKLIST

## I. NOTICE TO BIDDERS

**NOTICE TO BIDDERS**  
**BID NO. 22-18**  
**GOLF CART LEASE**  
**CITY OF KILLEEN, TEXAS**

Notice is hereby given that the City of Killeen will receive sealed bids for a lease of 75 golf carts, electronically through the City's Negometrix e-bidding site *or* addressed to the City of Killeen, Attn: Purchasing Division, 802 N. 2<sup>nd</sup> Street, Building E 2<sup>nd</sup> Floor #215, Killeen, Texas 76541, until **3:00 pm on April 19, 2022**. Bid submissions shall be plainly marked with the name and address of the bidder and "**BID NO. 22-18 Golf Cart Lease, 3:00 P.M., April 19, 2022**". Submittals received after the closing time will be returned unopened. Vendors may register and submit bids electronically at <https://app.negometrix.com>.

Bids will be opened and read aloud through Zoom online video conferencing at 3:15 p.m. on April 19, 2022 Zoom access is shown below. The general public will not be allowed inside the facility.

Zoom access:

For viewing follow;

<https://us06web.zoom.us/j/3397887656?pwd=Z0VWU1czOGRpQ245enJWS1hCSnJJUT09>

Call: 1-346-248-7799

Meeting ID: 339 788 7656

Password: 04142020

No pre-bid conference will be held.

Bid questions will be accepted via email by Lorianne Luciano at [solicitationquestions@killeentexas.gov](mailto:solicitationquestions@killeentexas.gov) *or* via Negometrix e-bidding site, until **3:00 p.m. on April 12, 2022**. Questions will be answered in the form of an addendum and posted on the City's website. It is the bidders/proposer's responsibility to obtain and acknowledge all addendums.

Complete information regarding this solicitation may be obtained from the City of Killeen website (<http://www.killeentexas.gov/Bids.aspx>), Demand Star (<http://www.demandstar.com/>), ESBD ([www.txsmartbuy.com](http://www.txsmartbuy.com)) and Negometrix E-Bidding site (<https://app.negometrix.com>).

The City of Killeen reserves the right to reject any or all bids and waive any irregularities.

CITY OF KILLEEN, TEXAS

Lorianne Luciano, Director of Procurement and Contract Management

## II. INFORMATION AND INSTRUCTIONS TO BIDDERS

## INFORMATION AND INSTRUCTIONS TO BIDDERS

### Preparation of Bids:

This is your notice that sealed bids, for **Golf Cart Lease** are subject to the Terms & Conditions of this Invitation for Bids (General Terms and Conditions attached hereto) and such other contract provisions, specifications or other data as are attached to this Bid (henceforth known as the bid packet ). Bids will be received electronically through the City's Negometrix e-bidding site *or* at the Purchasing Office, 802 N. 2<sup>nd</sup> Street, Building E, 2<sup>nd</sup> Floor #215, Killeen, TX, 76541, **until 3:00 pm, April 19, 2022**. At exactly 3:15 p.m. **the bids will be opened and read aloud at via zoom**. Any bid received after the closing time will be returned unopened. No late bids will be accepted. All bids shall be submitted as listed below. Complete bids received by email or fax will not be considered.

Bidders are encouraged to submit bids electronically, however, if submitted by mail or hand delivered, **one (1) original, signed and initialed in ink (not pencil), and one (1) electronic copy on a flash drive of the entire bid packet shall be submitted at the above location prior to the bid deadline**. All bidder markings on the bid packet shall be in a legible format in English. Any non-legible markings may make the bid non-responsive and disqualify your bid submission. All errors or changes in the bid shall be corrected by striking through the error or change once with ink. The bidder shall initial next to each correction made. All corrections shall be complete and final before submitting your bid by the stated deadline. Bidders shall submit at least three (3) businesses as references of the proposed item, with addresses, telephone numbers and contact persons.

The City of Killeen (or "City") reserves the right to reject any or all bids and evaluate any or all Golf Cart Lease bids prior to bid award. Bid documents must be complete and sealed in an envelope when received by the Purchasing Office. Bids must be plainly marked on the outside of the envelope as follows: **Bid No. 22-18 Golf Cart Lease, 3pm, April 19, 2022. All bidder submissions shall also have the bidder's name with contact information marked on the outside of the envelope.**

In the case of inclement weather or any other unforeseen event causing the City to close for business or delay opening, bids will be received and opened the following business day at the designated time stated herein. For example, if bids are due on Wednesday at 3:00 p.m. and the City is closed on Wednesday for bad weather or an unforeseen event, the bids will be accepted until Thursday, 3:00 p.m. or if bids are due at 3:00 p.m. on Wednesday, but the City opened at 10:00 a.m. on Wednesday due to bad weather or an unforeseen event, then bids will be accepted until Thursday, 3:00 p.m.

Any questions or requests for clarification must be submitted to the Purchasing Office, in writing, to [solicitationquestions@killeentexas.gov](mailto:solicitationquestions@killeentexas.gov) *or* via the Negometrix e-bidding site prior to 3:00 pm on April 12, 2022 Please indicate "**Bid 22-18 Questions**" in the subject line of your email. There will be no exceptions. All responses to the questions will be posted to the City website, Negometrix, Electronic State Business Daily and DemandStar. Unauthorized contact regarding this Invitation to Bid with any City of Killeen employees or contractors may result in disqualification. Any oral communications will be considered unofficial and non-binding on the City of Killeen. Bidders should rely only on written statements issued by the individual named above.

### Contract/Term:

The lease shall be for a term of 60 months and include 75 golf carts as specified within this bid.

Bidder must submit a copy of the lease agreement referencing the terms and conditions outlined in this bid for review by the City's legal department as well as a payment schedule that aligns with the lease agreement.

### Pricing:

Payment for orders will be placed on a standard Purchase Order (PO). Payment will be made within 30 days of receipt and acceptance of the products (unless discount payment terms are offered and accepted). Financing for five (5) years, or sixty (60) month lease agreement.

### Responses/Property of the City of Killeen:

All materials submitted in response to this request become the property of the City of Killeen. Selection or rejection of a response does not affect this right.

### No Obligation to Buy:

The City of Killeen reserves the right to refrain from contracting with any bidder. The release of this Invitation for Bids does not compel the City of Killeen to purchase.

**Cost of Preparing Bids:**

The City of Killeen is not liable for any costs incurred by bidders in the preparation and presentation of bids and demonstrations submitted in response to this Invitation to Bid.

**Withdrawal of Bid:**

A bidder may withdraw a bid that has been submitted at any time up to the bid opening due date and time. To accomplish this, a written request signed by an authorized representative of the bidder shall be submitted to [lluciano@killeentexas.gov](mailto:lluciano@killeentexas.gov). Once the bids are opened, all bids shall be valid for a period of ninety (90) days after the bid opening.

**Bidding Error:**

The City of Killeen will not be liable for any errors in any bidder's bid. Bidders will not be allowed to alter bids after the deadline for the submission of bids.

When, after the opening and tabulation of bids, a bidder claims error, and requests to be relieved of award, it will be required to promptly present corrected data in writing signed by an authority figure with the company. **This written response shall be received by the Purchasing Division within two (2) business days after the stated bid open time and date.** The Purchasing Division will review the data and if the City is convinced, by clear and convincing evidence, that an honest, mathematically excusable error or critical omission of costs has been made, and said error is legally excusable, the bidder may be relieved of its bid. **The City will make a determination within ten (10) business days of receipt of the written response and notify the bidder of the outcome.**

**Single Bid Response:**

A single response to this Invitation for Bids may be deemed a failure of competition and in the best interest of the City of Killeen, the response received may be rejected.

**Award of Bid:**

The City will award the bid, if any, in a manner described in section 10 of the General Terms and Conditions. A contract will be awarded to the "Lowest responsible bidder." **The anticipated date of the notice of award is May 24, 2022.**

**Samples:**

Brands and part numbers, where listed, are used for specification references only, unless otherwise stated, and are not intended to limit consideration of an approved equal. Descriptive information and/or a sample may be requested and shall be provided at no cost to the City to determine equality of substituted products.

**Equal Clause:**

Whenever an article or material is defined by describing a proprietary type product, or by using the name of a manufacturer or vendor, the term "or equal" if not inserted, shall be implied. The specific item mentioned shall be understood as indicating the type, function, minimum standard of design, efficiency and quality desired, and shall not be construed in such a manner as to exclude manufacturer's products of comparable quality, design and efficiency.

**Specifications:**

Any reference to model/make/manufacturer used in bid specifications is descriptive, not restrictive. It is used to indicate the type and quality desired. Bids on items of like quality will be considered unless indicated by stating no substitutions allowed. The bidder shall note in writing any deviations from the specifications and shall submit those changed specifications as alternates.

**Discrepancies:**

Unit prices shall prevail in cases of extension discrepancies. Estimated quantities are shown for informational purposes only and do not constitute guaranteed quantities to be purchase under this contract.

**Inspection Requirements:**

Final inspection shall be made at the site after delivery. In case of rejection because of failure to meet contract requirements, the vendor shall promptly remove such rejected or damaged supplies and replace them by delivering to the same inspection point, supplies which meet the contract requirements without any additional expenses to the City for freight or other charges.

**Quality of Goods:**

All items provided under this contract shall be new and in pristine condition, shall include the manufacturer's standard warranty, and shall include containers suitable for shipment and storage, unless otherwise indicated on the bid.

**Return Merchandise:**

Bidders shall provide, with their bid, instructions as to their policy and procedures regarding returned merchandise and what pickup services will be provided. No restocking or any other type service fee will be allowed.

**City of Killeen Rights:**

The City of Killeen reserves the right to accept or reject any and all bids, to award the contract for any items as it may appear advantageous to the City, and to waive any informalities or irregularities in the process.

**Responsibilities of Vendors and Manufacturers:**

The responsibility for compliance with these specifications shall lie with the vendors and the manufacturers. Vendors and/or manufacturers are expected to provide prompt service that is due under warranty.

Prices in the Bid Packet may not be withdrawn during the contract period. In the event of non-compliance, the City of Killeen reserves the right to purchase elsewhere and charge the difference in price to the contracted vendor.

**Payment:**

The City shall be billed only for the items awarded in this bid. The City of Killeen is sales tax exempt. The bidder shall have the capability to invoice accurately, making any corrections on the original invoice. Invoices shall be correct when received with the prices shown within your bid submission.

If a discrepancy is found on any invoice, the City department will phone your customer service point of contact for correction. Payment of a corrected invoice will be made in thirty (30) days once the corrected invoice has been received. Unless the bidder has provided discount payment terms such as 2% 15 net 30 days, no down payment or advance payment of any kind shall be made. In no circumstances should any invoice dispute last longer than thirty (30) days.

All invoices shall be submitted to the City of Killeen, Attn: Recreation Department, PO Box 1329, Killeen, TX 76540.

<p><b>PAYMENT TERMS:</b> Specify other payment options:</p> <p><input type="checkbox"/> Check box if you offer a prompt payment discount: % _____. Specify terms: _____</p> <p><input type="checkbox"/> Check box if you accept MasterCard for payment (City of Killeen Procurement Card or P-Card).</p> <p><input type="checkbox"/> Check here if the prompt payment discount applies to the MasterCard payment.</p>
---

**Delivery Information:**

No charge, in addition to the contract price, shall be made by the vendor for delivering, placing, or invoicing materials. Delivery address is: City of Killeen, Stonetree Golf Course, 1600 Stonetree Drive Killeen, Texas, 76543. Delivery time will be 8:00 a.m. until 4:00 p.m. CST, Monday through Friday except City holidays.

All delivery and freight charges shall be included in the bid price (FOB destination, freight prepaid and allowed only). No additional fees shall be allowed.

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**Holidays**

Delivery will not be available on regular City holidays. Below is a list of City holidays (please note if holiday falls on a weekend check with the City for the observed date):

- New Year's Day
- Martin Luther King Day
- President's Day
- Good Friday
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Day After Thanksgiving
- Christmas Eve
- Christmas Day

**Point of contact to resolve issues (delivery or invoice):**

NAME: Ryan Brooks

TITLE: TERRITORY SALES MANAGER

ADDRESS: 1451 MARVIN GRIFFIN RD.  
AVIGUSTA, GA 30906

EMAIL ADDRESS: rbrooks@textron.com

PHONE: 512-417-9918

FAX: \_\_\_\_\_

**Copyright Materials:**

Materials listed in your bid submission that are copyrighted shall be notated in the notes section of the bid tab.

**Non-Endorsement:**

As a result of the selection of a bidder to supply products and/or services to the City of Killeen, the City of Killeen is neither endorsing nor suggesting that the bidder's product is the best or only solution. The bidder agrees to make no reference to the City of Killeen in any literature, promotional material, brochures, sales presentation, or the like without the express written consent of the City of Killeen.

**Organization of Your Bid Submission:**

Your bid submission shall be organized in the format shown within this bid. Any exception(s) or additional information provided shall be referenced in your bid submission behind the bid packet.

**Signature of Acceptance:**

By the signature hereon affixed, the bidder hereby certifies that neither the bidder nor the entity represented by the bidder, or anyone acting for such entity has violated the antitrust laws of the State of Texas, codified in Section 15.01 et seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly, prior to the bid opening with any competitor or any other person engaged in such line of business.

Undersigned acknowledges that addendum \_\_\_\_ through \_\_\_\_ have been taken into account as part of this bid.

*Mauryella Williams*  
Contracts Administrator  
April 12, 2022

### **III. CITY OF KILLEEN TERMS AND CONDITIONS**

## GENERAL TERMS AND CONDITIONS CITY OF KILLEEN

### 1. **General Conditions**

Bidders are required to submit their Bid upon the following express conditions:

- (a) Bidders shall make all investigation necessary to thoroughly inform themselves regarding plant and facilities for delivery of material and equipment as required by the Bid conditions. No plea of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the bidder.
- (b) Unless specifically stated otherwise in the specifications, only new products or equipment will be acceptable.

### 2. **Preparation of Bid**

Bid will be prepared in accordance with the following:

- (a) All information required by the Bid shall be furnished. The bidder shall print or type his/her name and manually or electronically sign the Bid and each continuation sheet on which an entry is made.
- (b) Unit prices shall be shown and where there is an error in extension of the price, the unit price shall govern.
- (c) Alternate Bids will not be considered unless authorized by the City within the specifications.
- (d) Proposed delivery time must be shown and shall include weekends and holidays if requested by the City.
- (e) The City qualifies for exemption from State and Local Sales and Use Taxes pursuant to the provision of Article 20.04(f) of the Texas Limited Sales, Excise and Use Tax Act. Taxes normally levied on the purchase, rental and lease of materials, supplies and equipment used or consumed in performance of the Contract may be exempted by issuing to suppliers an exemption certificate in lieu of tax. Exemption certificates comply with State Comptroller of Public Accounts Ruling No. 95-0.07. Any such exemption certificate issued in lieu of tax shall be subject to State Comptroller of Public Accounts Ruling No. 95-0.09, as amended. Failure by the Bidder or the bidder's Subcontractors to take advantage of the City's exemption and to obtain such exemption certificate shall make him responsible for paying taxes incurred on materials furnished on the Project without additional cost to or reimbursement by the City.

### 3. **Description of Supplies**

Any catalog of manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Bidders are required to state exactly what they intend to furnish; otherwise they will be required to furnish the item as specified.

### 4. **Submission of Bid**

By submitting your Bid, you acknowledge that the City of Killeen will not accept any Bid, or execute any submitted contract in conjunction with a Bid that requires the City to agree to any of the following:

- *Governing law other than the law of the State of Texas*
  - Venue other than Bell County
  - Mandatory arbitration
  - Artificial limitation of liability
  - Artificial statute of limitation
  - Waiver of trial by jury
  - Indemnify a vendor
- (a) Bid and changes thereto shall be enclosed in a sealed envelope addressed to the Purchasing Office, City of Killeen. The names and address of Bidder, the date and hour of the Bid opening and the Bid number shall be placed on the outside of the envelope.

- (b) Bids must be submitted on the forms furnished. Telegraphic Bids will not be considered. However, Bids may be modified by written notice provided such notice is received prior to the time and date set for the Bid opening.
- (c) All Bid documents shall be sealed and submitted no later than the specified date and hour of the Bid opening to:

Electronically submit bids to Negometrix E-Bidding Site: ( <https://app.negometrix.com> )

OR

Delivery Address:  
City of Killeen  
Attn: Purchasing Division  
802 N 2<sup>nd</sup> Street, Building E, 2<sup>nd</sup> Floor #215  
Killeen, TX 76541

**5. Rejection of Bid**

- (a) The City may reject a Bid if:
  - 1. The Bidder mistakes or conceals any material fact in the Bid, or if
  - 2. The Bid does not strictly conform to law or the requirements of the Bid, or if
  - 3. The Bid is conditional, except that the Bidder may qualify his Bid for acceptance by the City as an "All or None" basis.
- (b) *The City may, however, reject all Bids whenever it is deemed in the best interest of the City to do so, and may reject any part of a Bid unless the Bid has been qualified as provided in section 5(a) 3 above.*

**6. Withdrawal of Bid**

A bidder may withdraw a bid that has been submitted at any time up to the due date and time. To accomplish this, a written request signed by an authorized representative of the bidder must be submitted to the Director of Procurement and Contract Management at [luciano@killeentexas.gov](mailto:luciano@killeentexas.gov) . All bids shall be valid for a period of ninety (90) days after the bid opening

**7. Late Bid or Modifications**

Bid and modifications received after the time set for the Bid opening will not be considered.

**8. Clarification or Objection to Bid Specifications**

If any person contemplating submitting a Bid for this contract is in doubt as to the true meaning of the specifications, or other Bid documents, or any part thereof, he may submit to Purchasing, a request for clarification by the deadline established in the Bid. All such requests for information shall be made in writing and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the Bid, if made, will be made only by an addendum duly issued. A copy of such addendum will be distributed to all known bidders who have expressed an interest in this bid. The City will not be responsible for any other explanation or interpretation of the proposed Bid made or given prior to the award of the contract. Any objection to the specifications and requirements, as set forth in the Bid documents must be filed in writing with the Purchasing Division by the deadline established in the Bid.

**9. Discounts**

- (a) Prompt payment discounts will be considered in making the award provided the period of the discount offered is sufficient to permit payment within such period in the regular course of business.
- (b) In connection with any discount offered, time will be computed from the date of receipt of supplies or services or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date of mailing of the check.

**10. Award of the Contract**

- (a) The contract will be awarded to the lowest responsible bidder. "Lowest responsible bidder" means the Bidder submitting the lowest bid meeting all requirements of the specifications, instructions, and terms and conditions of the bid and who has the financial and practical ability to fully and reliably perform all obligations of the Contract, taking into consideration qualifications and past performance of the Bidder. The following are considered examples of performance that is not responsible and may lead to a determination that the Bidder is not responsible:
- \* Falsification of information provided in bid response;
  - \* Non-observance of safety requirements;
  - \* Failure to meet requirements of federal, state, or local law, as applicable, including employment;
  - \* Substantial failure to adhere to contractually agreed-upon schedules; and
- Poor past performance on City projects such as use of defective materials, refusal to correct defective work not in accordance with contract documents, failure to reasonably resolve disputes, termination for cause, or performance leading to litigation.

Determination of most advantageous Bid for the municipality may be based on, but not limited to:

- |   |   |
|---|---|
| <ul style="list-style-type: none"><li>* Unit price</li><li>* Total Bid price</li><li>* Terms and discounts</li><li>* Delivery date</li><li>* Product warranty</li><li>* Special needs and requirements of City</li><li>* Past experience with product/service</li><li>* City's evaluation of the bidder's ability, financial, strength, and ethical standards</li><li>* Quality of the bidder's goods or services</li><li>* The extent to which the goods or services meet the municipality's needs</li></ul> | <ul style="list-style-type: none"><li>* Bidder's past performance</li><li>* Demurrage charges, freight costs and mileage</li><li>* Estimated costs of supplies, maintenance, etc.</li><li>* Estimated surplus value, life expectancy</li><li>* Results of testing samples</li><li>* Conformity to specifications</li><li>* Training requirements, location, etc.</li><li>* Location of maintenance facility/service person; ability to provide for minimum down time</li><li>* The total long-term cost to the municipality to acquire the bidder's goods or services</li><li>* Reputation of bidder and of bidder goods and services</li></ul> |
|---|---|

- (b) The City reserves the right to accept any item or group of items of this Bid, unless the Bidder qualifies his Bid by specific limitation. Reference section 5(a) 3 above.
- (c) A written award of acceptance mailed or otherwise furnished to the successful Bidder will then be followed up with a contract/service agreement for review by the City's legal team, if not otherwise specified within.
- (d) Prices must be quoted "F.O.B. Destination (Killeen) with all transportation charges prepaid," unless otherwise specified in the Bid.
- (e) If identical Bids are received from two or more bidders and those Bids are the lowest and best Bid, the tie shall be broken in accordance with provisions in Section 271.901 of the Texas Local Government Code.
- (f) As stated in Section 271.905 of the Texas Local Government Code, "In purchasing under this title any real property or personal property that is not affixed to real property, if a local government receives one or more competitive sealed Bid from a bidder whose principal place of business is in the local government and whose Bid is within three percent of the lowest Bid price received by the local government from a bidder who is not a resident of the municipality, the local government may enter into a contract with: (1) the lowest bidder; or (2) the bidder whose principal place of business is in the local government if the governing body of the local government determines, in writing, that the local bidder offers the local government the best combination of contract price and additional economic development opportunities for the local government created by the contract award, including the employment of residents of the local government and increased tax revenues to the local government."
- (g) As stated in Section 271.9051(b) of the Texas Local Government Code, "In purchasing real property or personal property that is not affixed to real property, or services, if a municipality receives one or more competitive sealed Bid from a bidder whose principal place of business is in the municipality and whose Bid is within five percent of the lowest Bid price received by the municipality from a bidder who is not a resident of the municipality, the municipality may enter

into a contract for an expenditure of less than \$100,000 or a contract for other purchases in an amount of less than \$500,000 with: (1) the lowest bidder; or (2) the bidder whose principal place of business is in the municipality if the governing body of the local government determines, in writing, that the local bidder offers the municipality the best combination of contract price and additional economic development opportunities for the municipality created by the contract award, including the employment of residents of the municipality and increased tax revenues to the municipality.”

**11. Ex Parte Communication**

Please note that to ensure the proper and fair evaluation of a proposal, the City prohibits ex parte communication (e.g., unsolicited) initiated by the Proposer to a City Official or employee evaluating or considering the proposal prior to the time a formal decision has been made. Questions and other communication from proposers will be permissible with only the Director of Procurement and Contract Management until the time and the day specified as the deadline for questions. Any communication between Proposer and the City after the deadline for questions will be initiated by the appropriate City Official or employee in order to obtain information or clarification needed to develop a proper and accurate evaluation of the proposals. Participation in any ex parte communication, whether or not initiated by the Proposer, may be grounds for disqualifying the offending proposer from consideration or award of the solicitation then in evaluation, or any future solicitation.

Additionally, neither the City of Killeen City Council nor City staff, except in the course of City- Sponsored inquiries, briefings, interviews, or presentations, shall initiate any contact with a Proposer or directly discuss or promote any proposal with any Proposers, including their agents and representatives.

**12. Bid Protest**

Any bidder wishing to file a protest concerning alleged improprieties with this solicitation must submit the protest in written format to the Purchasing Division within 5 business days after the specified time of the Bid opening. The formal written protest must identify the name of the bidder contesting the solicitation, the project name and number, and the specific grounds for the protest with all supporting documentation. A response to the protest will be prepared by Purchasing within 10 business days of receipt of the protest. All determinations made by the City are final.

**13. Termination for Governmental Non-Appropriations**

This contract is a commitment of the City’s current revenues only. Should the terms of the Bid require payment of funds over more than the current fiscal year ending September 30, the following shall apply:

- (a) For each lease, City represents and warrants: that it has appropriated and budgeted the necessary fund to make all rent payments required pursuant to such lease for the remainder of the fiscal year in which the payment term commences; and that it currently intends to make rent payments for the full lease term as scheduled in the applicable payment schedule if funds are appropriated for the rent payment in each succeeding fiscal year by its governing body. Without contractually committing itself to do so, City reasonably believes that monies in an amount sufficient to make all rent payments can and will lawfully be appropriated; therefore, City agrees to budget requests to include the rent payments payable during each fiscal year in the budget requests presented to City’s governing body for each fiscal year; provided, that City’s governing body retains authority to approve or reject any such budget request. All rent payments shall be payable out of the general funds of City or out of other funds legally appropriated therefore. Lessor agrees that no lease will be a general obligation of City and no lease shall constitute a pledge of either the full faith and credit of City or the taxing power of City.
- (b) If City’s governing body fails to appropriate sufficient funds in any fiscal year for rent property or other payments due under a lease and if other funds are not legally appropriated for such payment, then a non-appropriation event shall be deemed to have occurred. If a non-appropriation event occurs, then: (1) City shall give lessor immediate notice of such non-appropriation event and provide written evidence of such failure by City’s governing body; (2) on the return date, City shall return to Lessor all of the equipment covered by the affected lease, at City’s sole expense; (3) the affected lease shall terminate on the return date without penalty to City; (4) return date means the last day of the fiscal year for which appropriations were made for the rent payments due under a lease.

**14. Termination of Contract**

This contract shall remain in effect until the contract expires, delivery/completion and acceptance of products and/or performance of services ordered or until terminated by either party with a thirty (30) day written notice prior to any cancellation. All bidders must state therein the reasons for such cancellation. City reserves the right to award a cancelled contract to next best offeror as it deems to be in the best interest of the City.

**15. Assurance of Compliance**

For Equal Employment Opportunity and Small and/or Minority Business Enterprise Requirements the bidder agrees that if this Bid is accepted, he/she will not engage in employment practices which have the effect of discriminating against employees or prospective employees because of race, color, religion, national origin, sex, age, handicap, or political belief or affiliation.

**16. Conflict of Interest Disclosure Questionnaire**

The Bidder agrees that if a member of the City Council a Councilmember's close relative or any officer or employee of the City has a financial interest, direct or indirect, or by reason of ownership of stock in any corporation, in any contract with the City, or be financially interested, directly or indirectly, in the sale to the City any land, materials, supplies or services except on behalf of the City, as an officer or employee, the official shall file before a vote or decision on any matter involving the business entity or the real property, an affidavit stating the nature and extent of the interest and shall abstain from further participation in the matter if:

- (a) in the case of a substantial interest in a business entity the action on the matter will have a special economic effect on the business entity that is distinguishable from the effect on the public; or
- (b) in the case of a substantial interest in real property, it is reasonably foreseeable that an action on the matter will have a special economic effect on the value of the property, distinguishable from its effect on the public.

Chapter 176 of the Texas Local Government Code mandates the public disclosure of certain information concerning persons doing business or seeking to do business with the City of Killeen, including affiliations and business and financial relationships such persons may have with the City of Killeen. An explanation of the requirements of Chapter 176 and complete text of the new law are available at:

<https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf>

**17. Gratuities**

It shall be a breach of ethics to offer, give, or agree to give any employee of the City or for any employee of the City to solicit or accept from another person, a gratuity or an offer of employment in connection with any decision regarding any part of a program requirement, proposal, or purchase request pending before the City.

**18. Kickbacks**

It shall be a breach of ethics for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the City, or any person associated therewith, as an inducement for the award of a subcontract or order.

**19. Venue for Legal Action**

This agreement shall be governed and construed according to the laws of the State of Texas. Venue for purposes of any and all lawsuits, causes of actions, claims or disputes shall be in Bell County, Texas.

**20. Conflicts in Terms and Conditions for Bids**

If any conflicts exist between the Terms and Conditions for Bids and the standard form of agreement between the owner and Bidder, the standard form of agreement between the owner and bidder shall prevail.

**21. Insurance**

All bidders shall have the appropriate amount of insurance while delivering the items once awarded, this coverage shall be present

as to cover all losses up until the City accepts the items in writing.

A. Comprehensive General Liability and Property Damage Insurance.

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

Bodily Injury.

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

Property Damage Insurance.

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

B. Comprehensive Automobile Liability.

Bodily Injury

- (1) Each Person - \$500,000
- (2) Each Accident - \$1,000,000

Property Damage

- (1) Each Occurrence - \$1,000,000

**22. Disclosure of Interested Parties**

Texas Government Code Section 2252.908 requires that parties contracting with governmental entities submit a disclosure of interest parties form for contracts entered into after January 1, 2016. Successful bidders shall electronically submit the form at the following website: [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm) and provide the City with a certified copy prior to Council approval of the Bid award.

**23. Acknowledgement – “Boycott Israel”**

By signing and submitting this bid the vendor hereby verifies that it does not boycott Israel and will not boycott Israel during the term of this contract. Boycotting Israel is defined in Texas Government Code section 808.001 to mean refusing to deal with, terminating business activities with, or taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

**24. Acknowledgement – “Boycott Energy Companies”**

By signing and submitting this bid the vendor hereby verifies 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 section 809.001 to mean, without an ordinary business purpose, refusing to deal with terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Paragraph (A).

**25. Acknowledgement – “Prohibition on contracts with companies that discriminate against firearm and ammunition industries”**

By signing and submitting this bid the vendor hereby verifies 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 against a firearm entity or a firearm trade association are defined in Texas Government Code section 2274.001 as (A) with respect to the entity or association, to (i) refuse to engage in the trade of any goods or services; (ii) refrain from continuing an existing business relationship; (iii) terminate an existing business relationship; or (iv) otherwise express a prejudice against the entity or association; and (B) does not include the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories.

SIGNATURE: Margellen Williams DATE: April 12, 2028  
PRINT NAME: Margellen Williams

IV. CONFLICT OF INTEREST QUESTIONNAIRE,  
FORM CIQ

# CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

## FORM CIQ

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

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.005(a).

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

A vendor commits an offense if the vendor knowingly violates Section 176.005, Local Government Code. An offense under this section is a misdemeanor.

### OFFICE USE ONLY

Date Received

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

E-Z-GO Division of Textron Inc.

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

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

N/A

Name of Officer

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

N/A

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

Yes

No

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

Yes

No

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

N/A

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

7 Charlylle Williams  
Signature of vendor doing business with the governmental entity

April 12, 2022  
Date

## CONFLICT OF INTEREST QUESTIONNAIRE

### For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at [http://www.statutes.legis.state.tx.us/ Docs/LG/htrn/LG.176.htm](http://www.statutes.legis.state.tx.us/Docs/LG/htrn/LG.176.htm). For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

\*\*\*

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

## V. BID FORM

## Bid Form

### Basic Lease Terms and Conditions

- Lease term shall be for sixty (60) months
- Lease shall include 75 golf carts that meet the specifications as outlined in this bid.
- Lease shall be a "municipal lease" which meets the basic leasing requirements of a municipal government.
- The City shall not pay any taxes – federal, state, county, sales, etc.
- Parties agree to the exclusive venue and jurisdiction of any court located within Bell County, Texas regarding any matter arising hereunder and waive any right they may have to transfer or change the venue of any litigation brought in accordance with this lease.
- Lease payment(s) will be made within thirty (30) days of receipt of invoice.
- The Golf Cart Lease will be on a lease/purchase plan with a balloon payment due at the end of the contract. The City has sole responsibility for selecting which golf carts, if any shall be purchased.
- Each bidding company must have a guaranteed buy back clause equal to the balloon payment
- All other lease terms shall be negotiated with the successful bidder or his authorized designee.

Note: The required information from the table below may be submitted in a quote or excel format.

Make/Model of Proposed Equipment	Quantity	Total Purchase Price	Lease Payment	Billing Period (Monthly/Yearly/etc.)	Number of Payments	Notes
2023 RXV ELITE LITHIUM	75	\$4,455.95/ CAR *NOT PRICED W/ TRADES	\$12.98/CAR \$3,223.50/ MONTH	MONTHLY	60 (12/YR)	*PRICED AS NET PRICING USING TRADE VALUE FOR (65) 2018 TXT 48V @ \$2,450.00/CAR. TRADE VALUE CONTINGENT UPON CAR'S BEING ABLE TO START, STOP, AND STEER UPON PICKUP.

Shipping/Delivery cost: \$0

Set-Up cost: \$0

Training on Operation and Maintenance Procedures Maintenance Contract Cost: \$0

Total lease sixty (60) month lease cost: \$ 3,223.50 / MONTH FOR 75 CARTS

Warranty Length and Coverage: \* SEE PROVIDED WARRANTY STATEMENT

Please state the response time for warranty repair: 72 HRS

Estimated delivery time after receipt of order: AUGUST / SEPT 2022

The bidder agrees to comply with all conditions within this invitation for bids:

COMPANYNAME: E-Z-60 Division of Textron Inc.

ADDRESS: 1451 Marvin Griffin Rd., Augusta GA 30906

SIGNATURE: Manyaellen Williams DATE: April 12, 2022

PRINT: Manyaellen Williams PHONE: 401-457-2327

TITLE: Contracts Administrator FAX: 401-457-3203

Bid documents must be complete when received by the Purchasing Office. Name, address, telephone number, and estimated delivery date must be provided.

## VI. REFERENCES

## REFERENCES

Include below three references:

### Reference #1

Company Name FOREST CREEK GOLF CLUB  
Address 99 TWIN RIDGE PKWY, ROUND ROCK, TX 78664  
Type of Business MUNICIPAL GOLF COURSE  
Contact Person JEFF DAYTON  
Telephone and Fax #'s (512) 388-2874

### Reference #2

Company Name WOLFANCER GOLF CLUB  
Address 575 HYATT LOST PINES RD.  
CEDAR CREEK, TX 78612  
Type of Business RESORT GOLF COURSE  
Contact Person JASON BOYDSTON  
Telephone and Fax #'s (512) 308-4770

### Reference #3

Company Name CIMARRON HILLS COUNTRY CLUB  
Address 200 E CIMARRON HILLS TRAIL  
GEORGETOWN, TX 78628  
Type of Business COUNTRY CLUB  
Contact Person ROBBIE KEMANEY  
Telephone and Fax #'s (512) 750-6803

## VII. SPECIFICATIONS

## SPECIFICATIONS

The specifications cover the **minimum** requirements for the City's need of seventy-five (75) golf carts. The specifications are not intended to eliminate any potential bidder from bidding; however, they are intended to outline the quality and service desired. If "exception" is the response, an explanation of the exception must be attached. Failure to complete any sections may be considered as a non-responsive bidder.

## SCOPE

This specification covers the minimum requirements for the Golf Cart Lease. All prices bid shall be for a municipal contract over a five year period. The City reserves the right to select equipment from the next most responsible bidder for failure to provide specified equipment in the contract at time of order. Please note the City's holiday listing noted in the information and instructions to bidders that may affect the delivery date of an order. Product must be new and unused golf carts as specified below.

### 1. **Standard features**

- 5 year battery warranty
- Samsung SDI Lithium Batteries
- Zero Maintenance Batteries
- Unbeatable energy efficiency
- Advanced intellibrake technology
- Lowest cost of operations

### 2. **Accessories**

- Body Color Forest Green 75
- Standard Seat Stone Beige 75
- Hole-in-One 18 x 8.50 - 8 (4 Ply Rated) - (Set of 4) 75
- Spoke, Silver (Set of 4) 75
- USB Port 75
- Light World Charger, ELiTE (3 m [10 ft] Cord) 75
- Cooler & Bracket 150 count
- Sand Bottle (Single) 150 count
- Message Holder 75
- Bag Cover Kit (Stone Beige) 75
- Sun Canopy, 54" Stone Beige 75
- Windshield, Fold Down 75
- Custom Logo/Decals 75
- Parts Package 1

### 3. **Freight 75**

### 4. **Factor in current trade on current fleet (65 2018 TXT 48V)**

2022 RXV ELiTE 75 carts @ 60 mo FMV

FOB- City of Killeen, Stonetree Golf Club, 1600 Stonetree Drive, Killeen, TX 76543

Bidder to give name, address, phone number and contact of nearest authorized dealer.

## VIII. BIDDERS CHECKLIST

**Bidder's checklist:**

- Procurement card question answered, page 8**
- Delivery information noted, page 8**
- General Terms & Conditions signature page, page 18**
- Conflict of Interest Questionnaire Form CIQ filled out, page 19**
- Bid form completely filled out, pages 23**
- List references, page 24**
- Insert any relevant brochures or catalogs about the bid items**
- If submitting by mail or hand delivered, within your bid submission insert one original copy of the entire bid packet with a copy on a flash drive.**
- Addendums (if any) attached and signed. Addendums are posted on the City website.**

4/15/2022



**Exceptions to RFP:**

**Pat 3 – 21. Insurance**

1. General Liability Annual Aggregate - Textron Inc/ EZGO CGL policy has a per occurrence limit without an aggregate. Since there isn't an aggregate, we cannot provide one on a per project basis.

\*Certificate of Liability Insurance attached at the of the bid packet or reference.

The EZGO logo is positioned in the top right corner of the image. It consists of the letters 'EZGO' in a bold, white, sans-serif font, enclosed within a black rectangular border with rounded corners.The text 'RXV' is displayed in a white, sans-serif font inside a dark blue rectangular box. This box is located on the left side of the image, partially overlapping the golf course background.

### UNMATCHED POWER AND EFFICIENCY.

Proven to exceed expectations and deliver golfers with an uncompromised experience, the E-Z-GO® RXV is a golf car like no other. Whether you choose the all new EX1 gas engine or 48-volt AC electric drivetrain, the RXV is the most advanced vehicle in the industry. The 48-volt AC electric model has patented IntelliBrake™ technology, which provides superior efficiency and an automatic parking brake. The first of its kind, EX1 closed-loop EFI gas engine delivers a gas golf car with a refined driving experience and unmatched energy efficiencies. Whether gas or electric is the right choice for your course, the RXV will provide an unparalleled ownership and golfer experience.

**INDUSTRY'S  
MOST EFFICIENT  
VEHICLE**

**ADVANCED  
INTELLIBRAKE™  
TECHNOLOGY**

**48V AC OR EX1  
GAS ENGINE WITH  
CLOSED-LOOP EFI**

# RXV



## KEY FEATURES

- Modern Design
- Modern Dash with Large Cupholders
- Impact-Resistant Bumpers
- Oversized Bag Well
- Optional Fold-Down Windshield
- Optional Rear-Facing Seat Available in RXV 2+2

## ELECTRIC

- Automatic Parking Brake with Advanced IntelliBrake™ Technology
- State of Charge Meter
- DC/DC Converter
- 48-Volt Battery Charger
- Independent front suspension

## GAS

- Industry's most efficient gas engine
- Superior Performance
- Perfectly tuned power
- Refined Handling
- Closed-loop EFI system
- Industry's Greenest Engine
- Industry's Most Efficient Gas Engine
- Closed-Loop EFI System
- Industry's Lowest Operational Costs



ELECTRIC



GAS

## DIMENSIONS

OVERALL LENGTH	94.5 in (240 cm)
OVERALL WIDTH	47.0 in (119 cm)
OVERALL HEIGHT (W/O CANOPY)	47.5 in (121 cm)
OVERALL HEIGHT (W/ CANOPY)	70 in (178 cm)
WHEEL BASE	65.7 in (167 cm)
FRONT WHEEL TRACK	35.5 in (90 cm)
REAR WHEEL TRACK	38.0 in (97 cm)
GROUND CLEARANCE @ DIFFERENTIAL	4.0 in (10cm)

## POWER

POWER SOURCE	48-Volt AC	4 Cycle, 9.15 cu in (150 cc)
HORSEPOWER (KW)	4.4 hp (3.3 kW) Continuous	11.5 hp (8.6 kW) J1995 standard
ELECTRICAL SYSTEM	48-Volt	Internal Starter Generator
BATTERIES (TYPE)	Four, 12 Volt Deep Cycle	One, 12-Volt Maintenance-Free
KEY OR PEDAL START	Pedal	
BATTERY CHARGER	Lead Acid Charger: SC-48 (3.0 M) DC Cord	N/A
SPEED CONTROLLER	235-amp Solid-State Controller	N/A
DRIVETRAIN	Motor Shaft Direct Drive	Continuously Variable Transmission (CVT)
TRANSAXLE	Limited Slip Differential	Differential W/ Helical Gears
GEAR SELECTION	Forward-Neutral-Reverse Integrated	Forward-Reverse
REAR AXLE RATIO	16.99:1	11:47:1 (Forward) 14:35:1 (Reverse)
KEY SWITCH	Unique Group, Unique Individual	N/A

## PERFORMANCE

SEATING CAPACITY	2-Passenger	
DRY WEIGHT	585 lb (266.3 kg)	676 lb (307 kg)
CURB WEIGHT	905 lb (410.5 kg)	692 lb (314 kg)
VEHICLE LOAD CAPACITY	800 lb (360 kg)	500 lb (227 kg)
OUTSIDE CLEARANCE CIRCLE	19.2 ft (5.8 m)	19.0 ft (5.8 m)
SPEED (LEVEL GROUND)	8-15mph (13-24kph)	12 mph ± 0.5 mph (19.3 kph ± 0.8 kph)
TOWING CAPACITY	Three E-Z-GO Golf Cars with Approved Permanent Tow Bar	

## STEERING & SUSPENSION

STEERING	Double-Ended Rack and Pinion	
SUSPENSION	Front: Independent A-Arm Coil-Over Shock Rear: Mono-Leaf Spring With Hydraulic Shocks	
SERVICE BRAKE	Induction Motor	Rear Wheel Mechanical Self-Adjusting Drums
PARKING BRAKE	Automatic Electro-Magnetic	Self-Compensating, Single Point Engagement
TIRES	18 x 8.50-8 (4-ply rated)	

## BODY & CHASSIS

FRAME	Welded Steel with Powder-Coat Protection
BODY & FINISH	Injection Molded TPO
STANDARD BODY COLOR	Forest Green
OPTIONAL BODY COLORS	Almond, Black, Bright White, Burgundy, Electric Blue, Flame Red, Inferno Red, Ivory, Metallic Charcoal, Oasis Green, Ocean Grey, Patriot Blue, Sunburst Orange (custom colors available)
STANDARD SEAT COLOR	Stone Beige
OPTIONAL SEAT COLORS	Oyster, Black (custom colors also available)
PINSTRIPES COLORS	Pewter, Black, Gold



Features and specifications of vehicles subject to change without notice. Vehicles as photographed may include options not included on base model. ©2020 Textron Specialized Vehicles Inc. B22013-G11 (Rev. 01/2020)



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## Limited Warranty Terms and Conditions – RXV and TXT ELITE Fleet Vehicles

Textron Specialized Vehicles Inc. ("Company") provides that any new Model Year 2022 E-Z-GO RXV Fleet and TXT Fleet Elite electric vehicle (Vehicles factory equipped with a lithium battery pack) (the "Vehicles") and/or the battery charger for the Vehicle's lithium battery pack purchased from the Company, a Company affiliate, or an authorized Company dealer or distributor, or leased from a leasing company approved by the Company, shall be free from defects in material or workmanship under normal use and service (the "Limited Warranty"). This Limited Warranty with respect only to parts and labor is extended to the Original Retail Purchaser or the Original Retail Lessee ("Purchaser") for defects reported to the Company no later than the following warranty periods for the Vehicle parts and components set forth below (the "Warranty Period"):

Part or Component	Warranty Period
FRAME - WORKMANSHIP	LIFETIME
SUSPENSION - Steering Gearbox, steering column, shocks and leaf springs	4 Years
MAJOR ELECTRONICS – Electric motor, solid state speed controller	4 Years
LITHIUM BATTERY SYSTEM – Battery pack, battery management system, battery charger, and charger receptacle	5 Years
PEDAL GROUP - Pedal assemblies, and motor brake	4 Years
SEATS - Seat bottom, seat back and hip restraints	3 Years
CANOPY SYSTEM - Canopy and canopy struts	4 Years
POWERTRAIN – Electric axle	3 Years
BODY GROUP – Front and rear cowl, side panels and instrument panel	3 Years
OTHER ELECTRICAL COMPONENTS – Solenoid, limit switches, DC/DC converter, F&R switch, charger cord, wiring harness	3 Years
ALL REMAINING COMPONENTS - All options and accessories supplied by E-Z-GO at time of delivery, and all components not specified elsewhere	2 Years
INITIAL ADJUSTMENTS – Initial alignment, adjustments, fastener tightening	90 days

The Warranty Period for all parts and components of the Vehicle other than Lithium Batteries shall commence on the date of delivery to the Purchaser's location or the date on which the Vehicle is placed in Purchaser-requested storage. The Warranty Period for Lithium Batteries shall commence on the earliest of the following dates:

- of Vehicle delivery to the Purchaser's location,
- on which the Vehicle is placed in Purchaser-requested storage or
- that is sixty (60) days from the date of sale or lease of the Vehicle by the Company to an authorized Company dealer or distributor.

Parts repaired or replaced under this Limited Warranty are warranted for the remainder of the length of the original Warranty Period. This Limited Warranty applies only to the Purchaser and not to any subsequent purchaser or lessee without the prior written approval from the Director of the Company's Customer Care / Warranty Department.

**EXCLUSIONS:** Specifically **EXCLUDED** from this Limited Warranty are:

- routine maintenance items, normal wear and tear, cosmetic deterioration or electrical components damaged as a result of fluctuations in electric current;
- damage to or deterioration of a Vehicle, part or battery charger resulting from an accident or collision, or from the neglect, abuse, or inadequate maintenance of the Vehicles;
- damage resulting from installation or use of parts or accessories not approved by Company, including but not limited to subsequent failures of the Vehicle, other parts or the battery charger due to the installation and/or use of parts and accessories not approved by Company;
- warranty repairs performed by someone other than a Company branch or an authorized and qualified Dealer designee. Warranty repairs performed by someone other than a Company branch or an authorized and qualified Dealer or designee shall void the Limited Warranty;
- damage or loss resulting from acts of nature, vandalism, theft, war or other events over which Company has no control;
- any and all expenses incurred in transporting the Vehicle to and from the Company or an authorized and qualified Dealer, distributor or designee for warranty service or in performing field warranty service; and
- any and all expenses, fees or duties incurred relative to inbound freight, importation, or customs.

**THIS LIMITED WARRANTY MAY BE VOIDED OR LIMITED AT THE SOLE DISCRETION OF COMPANY IF THE VEHICLE AND/OR BATTERY CHARGER:**

- shows indications that routine maintenance was not performed in accordance with the Owner's Manual provided with the Vehicle, including but not limited to rotation of fleet, proper tire inflation, and lack of charging.
- shows indications that non-recommended lubricants were applied to the Vehicle and any part thereof;
- shows indications that the speed governor was adjusted or modified to permit the Vehicle to operate beyond Company specifications;
- shows indications that it has been altered or modified in any way from Company specifications, including but not limited to alterations to the speed braking system, electrical system, passenger capacity or seating;
- has been altered to be used or operated outside of Company approved applications, specified environments or performance conditions;
- is equipped with tires not expressly approved by Company for use with the Vehicles;
- lacks an adequate number of operating battery chargers, or uses unapproved battery chargers for the Vehicle or uses extension cords with battery chargers;
- shows indication that the battery charger has been modified to charged vehicles not approved for the charger;
- has electrical accessories that are not manufactured or sold by the Company for use with the Vehicle or any electrical energy consuming devices installed directly to the battery pack;
- shows indications that the battery pack was disassembled, opened, or tampered with in any way;
- shows indications that attempts may have been made to intentionally reduce the battery pack life;
- contain lithium battery packs that are not paired with the battery management system as supplied by the Company;

Storage and Operation Limitations Condition	Time Allowed
STORAGE BETWEEN CHARGE CYCLES	3 months
STORAGE BETWEEN -22°F (-30°C) AND -4°F (-20°C) STORAGE ONLY – NO CHARGING OR DISCHARGING OF BATTERY PACK	1 month
OPERATION OF VEHICLE BELOW -4°F (-20°C) OR ABOVE 140°F (60°C)	NOT ALLOWED

**USE OF NON-APPROVED PARTS AND ACCESSORIES:** THIS LIMITED WARRANTY SHALL NOT APPLY TO ANY PROPERTY DAMAGE OR ADDITIONAL ENERGY CONSUMPTION ARISING FROM OR RELATED TO PARTS OR ACCESSORIES NOT MANUFACTURED OR EXPRESSLY AUTHORIZED BY THE COMPANY, OR WHICH WERE NOT INSTALLED BY THE COMPANY, ITS DEALERS OR DISTRIBUTORS, INCLUDING BUT NOT LIMITED TO GPS SYSTEMS, COOLING AND HEATING SYSTEMS, COMMUNICATION SYSTEMS, INFORMATION SYSTEMS, OR OTHER FORMS OF ENERGY CONSUMING DEVICES WIRED DIRECTLY OR INDIRECTLY TO THE VEHICLE BATTERIES.

**REMEDY:** Purchaser's sole and exclusive remedy under this Limited Warranty in the event of a defect in material or workmanship in the Vehicle, any part or component, or battery charger during the applicable Warranty Period is that Company will, at its sole option, repair or replace any defective parts. For such warranty repairs or replacements, the Company may, at its discretion, provide factory reconditioned parts or new components from alternate suppliers. All replaced parts become the sole property of the Company. This exclusive remedy will not be deemed to have failed of its essential purpose so long as the Company has made reasonable efforts to repair or replace the defective parts.

**DISCLAIMER:** THIS LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY PROVIDED FOR THE VEHICLES AND BATTERY CHARGER AND IS MADE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ALL SUCH OTHER WARRANTIES BEING EXPLICITLY DISCLAIMED.

**LIABILITY LIMITATIONS:** IN NO CASE SHALL THE COMPANY BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO DEATH, PERSONAL INJURY OR PROPERTY DAMAGE ARISING FROM OR RELATED TO ANY ALLEGED FAILURE IN A VEHICLE OR BATTERY CHARGER, OR ANY DAMAGE OR LOSS TO THE PURCHASER OR ANY THIRD PARTY FOR LOST TIME, INCONVENIENCE OR ANY ECONOMIC LOSS, WHETHER OR NOT THE COMPANY WAS APPRISED OF THE FORSEEABILITY OF SUCH DAMAGES OR LOSSES. ANY LEGAL CLAIM OR ACTION ARISING THAT ALLEGES BREACH OF WARRANTY MUST BE BROUGHT WITHIN THREE (3) MONTHS FROM THE DATE THE WARRANTY CLAIM ARISES. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. SOME STATES DO NOT ALLOW THE EXCLUSION OF INCIDENTAL DAMAGES OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY MAY LAST, SO THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU

**WARNING:** ANY MODIFICATION OR CHANGE TO THE VEHICLE OR BATTERY CHARGER WHICH ALTERS THE WEIGHT DISTRIBUTION OR STABILITY OF THE VEHICLE, INCREASES THE VEHICLE'S SPEED, OR ALTERS THE OUTPUT OF THE BATTERY CHARGER BEYOND FACTORY SPECIFICATIONS, CAN RESULT IN PROPERTY DAMAGE, PERSONAL INJURY OR DEATH. DONOTMAKEANYSUCHMODIFICATIONSORCHANGES. SUCH MODIFICATIONS OR CHANGES WILL VOID THIS LIMITED WARRANTY. THE COMPANY DISCLAIMS RESPONSIBILITY FOR ANY SUCH MODIFICATIONS, CHANGES OR ALTERATIONS WHICH WOULD ADVERSELY IMPACT THE SAFE OPERATION OF THE VEHICLE OR BATTERY CHARGER.

**LITHIUM BATTERY WARRANTY LIMITATIONS, CONDITIONS AND EXCEPTIONS:**

- Claims for battery replacement require specific testing, as specified by Company's Customer Care / Warranty Department. The Company, or an authorized Company dealer or distributor, should be contacted to obtain a copy of the required tests.
- **IF IT IS DETERMINED THAT PARTS OR ACCESSORIES WERE INSTALLED DIRECTLY TO THE VEHICLE'S BATTERY PACK WITHOUT THE COMPANY'S EXPRESS WRITTEN APPROVAL, THEN THE WARRANTY FOR THE BATTERY PACK AND THE BATTERY MANAGEMENT SYSTEM SHALL BE VOID.**
- **ALL NON-FACTORY INSTALLED ACCESSORIES REQUIRE THE INSTALLATION AND USE OF A COMPANY APPROVED DC TO DC CONVERTER THAT USES ENERGY FROM ALL BATTERIES.**
- **Electric Vehicle storage facilities must provide the following:**
  - ample electrical power to charge all Vehicles and allow the charger to shut off automatically;
  - battery chargers must each have an independent dedicated 15 amp circuit;
  - each battery charger must be connected to its circuit with at minimum a NEMA 15-5R three-pin receptacle;
  - one (1) functional charger for each Vehicle in the fleet with a proper electrical supply as specified above; and
  - **BATTERY CHARGERS MUST BE THE COMPANY APPROVED CHARGERS FOR LITHIUM BATTERY PACK VEHICLES.**

**OTHER COMPANY RIGHTS:**

- Company may perform semi-annual vehicle inspections (directly or through assigned Company representatives) through the term of any fleet lease.
- Company may improve, modify or change the design of any Company vehicle, part or battery charger without being responsible to modify previously manufactured vehicles, parts or battery chargers.
- Company may audit and inspect the Purchaser's facility, maintenance records and its Vehicles prior to approving any warranty claim; furthermore, Company may use a third party to perform such audit or inspection of the Purchaser's storage facilities, and/or batteries.
- **THE WARRANTY FOR ALL VEHICLES IN A FLEET SHALL BE VOIDED IF DATA SUBMITTED FOR AN INDIVIDUAL VEHICLE WARRANTY CLAIM CONTAINS FALSE OR MISLEADING INFORMATION.**

**AUTHORITY:** No Company employee, dealer, distributor or representative, or any other person, has any authority to bind Company to any modifications of the terms and conditions of this Limited Warranty without the express written approval from the Director of the Company's Customer Care / Warranty Department.



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
04/07/2022

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

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

<b>PRODUCER</b> Aon Risk Services Northeast, Inc. Boston MA Office 53 State Street Suite 2201 Boston MA 02109 USA	<b>CONTACT NAME:</b> PHONE (A/C. No. Ext): (866) 283-7122      FAX (A/C. No.): 800-363-0105		
	<b>E-MAIL ADDRESS:</b>		
<b>INSURED</b> Textron Inc. & E-Z-GO Division of Textron Inc. 1451 Marvin Griffin Road Augusta GA 30906 USA	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	INSURER A: Westminster Ins Co.		12725
	INSURER B: Zurich American Ins Co		16535
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

**COVERAGES**      **CERTIFICATE NUMBER:** 570092601049      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	Limits shown are as requested	
								LIMITS
A	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			3441GLUS022	01/01/2022	01/01/2023	EACH OCCURRENCE	\$5,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$5,000,000
							MED EXP (Any one person)	
							PERSONAL & ADV INJURY	\$5,000,000
							GENERAL AGGREGATE	
							PRODUCTS - COMPIOP AGG	
							Prod-Comp/Op Occurrence	\$5,000,000
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			BAP 4020209 08	04/01/2022	04/01/2023	COMBINED SINGLE LIMIT (Ea accident)	\$5,000,000
							BODILY INJURY ( Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION						EACH OCCURRENCE	
							AGGREGATE	
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WC402021008	04/01/2022	04/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE-EA EMPLOYEE	\$1,000,000
							E.L. DISEASE-POLICY LIMIT	\$1,000,000
B	<b>Excess WC</b>			EWS402021208 SIR applies per policy terms & conditions	04/01/2022	04/01/2023	EL Each Accident	\$1,000,000
							EL Disease - Policy	\$1,000,000
							EL Disease - Ea Emp	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 RE: Bid No. 22-18, Golf Cart Lease. Certificate Holder is included as Additional Insured in accordance with the policy provisions of the General Liability policy. As respects General Liability policy number 3441GLUS022, Aon Risk Solutions (U.S.) is generating and distributing this certificate in an administrative capacity. Coverage is independently procured by the Insured. Aon Insurance Managers is the insurance manager and/or authorized representative.

<b>CERTIFICATE HOLDER</b>  City of Killeen Attn: Purchasing Department 802 N. 2nd Street, Building E 2nd Floor, #215 Killeen TX 76541 USA	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  

Holder Identifier : ACSEZGO-0190

Certificate No : 570092601049

The "Master Lease": Master Lease Number 185329L Dated May 18, 2022	
"Lessee"	
City of Killeen, Texas, 1700 E. Stan Schlueter Loop, Killeen, TX 76542	
Fax:	E-mail:
"Lessor"	
The Huntington National Bank, 1405 Xenium Lane North (PCC180), Plymouth, MN 55441	
Fax:319-833-4577	E-mail: customerservice@financediv.com

**Master Lease Terms and Conditions**

1. LEASE. Lessee hereby agrees to lease from Lessor and, subject to satisfaction of all Lessor's requirements and no material adverse change in Lessee's condition or business, Lessor agrees to lease to Lessee the personal property, services and/or software described in one or more Schedules (each a "Schedule") to this Master Lease signed by Lessor and Lessee from time to time on the terms and conditions set forth herein and in the related Schedule (such property and services, together with all replacements, repairs, and additions thereto, collectively the "Equipment"; and each item, an "Item"). Lessee authorizes Lessor to add to the Schedule, or make necessary corrections to, serial numbers or other identification of the Equipment when known. Each Schedule incorporates the terms of this Master Lease, is considered a separate lease and shall be referred to herein as "this Lease". Capitalized terms have the meanings given to them in the Schedule or herein. If the terms of a Schedule conflict with the terms of this Master Lease, the terms of the Schedule shall control.

2. TERM. The term of this Lease with respect to each Item begins on the date Lessee accepts such Item and continues for the number of consecutive months from the Commencement Date shown in the applicable Schedule (the "Initial Term") unless earlier canceled, terminated or extended as provided herein or in the Schedule. Lessee shall promptly inspect the Equipment upon delivery and, if acceptable in all respects, execute and deliver a certificate of acceptance, in form acceptable to Lessor. Lessee authorizes Lessor to fill in the Commencement Date in the Schedule, which will be a date designated by Lessor based on the date that the final Item thereunder is delivered to and accepted by Lessee. The term of this Lease may be extended as provided in the applicable Schedule.

3. PAYMENTS. Lessee shall pay to Lessor: (a) any Advance Rent Payment(s) and Security Deposit set forth in the Schedule, on the date Lessee signs the Schedule; (b) the periodic Rent Payment set forth in the Schedule payable as set forth in the Schedule for the Initial Term and any renewal term; (c) interim rent for each Item from the date accepted to the Commencement Date, at the daily rate equal to the Interim Rent Daily Factor set forth in the Schedule multiplied by the portion of the total cost of the Equipment paid by Lessor (including all amounts Lessor pays in connection with the purchase, delivery and installation of the Equipment, including any trade-up and buy out amounts, and any other amounts financed, before application of any subsidies or like amounts, the "Final Cost") applicable to such Item payable with respect to each calendar month by the 10th day of the following month and in any event on the Commencement Date. If, for any reason, the Final Cost is more or less than the estimated cost of the Equipment, each Rent Payment and the mandatory or optional fixed purchase price, if any, will be adjusted to provide Lessor the same yield it would have obtained if such Final Cost had been equal to such estimated cost of the Equipment. Lessee agrees that the Schedule will be amended to reflect the adjusted Rent Payment and purchase price, if applicable, by (i) written notice from Lessor to Lessee for adjustments of 10% or less; or (ii) signed Amendment. Lessee also shall pay all governmental fees, assessments and taxes, however designated, and any penalties or interest thereon, assessed on or related to the rent, this Lease or the Equipment, when due or invoiced; and all costs and charges of every kind regarding importation, shipment, delivery, installation, insurance, possession, use, lease, tax treatment, return, repossession, storage and transfer of any Item, when incurred; and if Lessor, in its discretion, pays any such amount, Lessee shall reimburse Lessor therefore, with interest, on demand, plus Lessor's administrative and other costs of paying and invoicing such amounts. Lessor may charge a late fee of 10% of any amount not paid by Lessee within 10 days of its due date hereunder, and all interest provided for under this Lease shall accrue at 18% per annum; provided that in no event shall such late fee or such interest exceed the maximum rate or amount permitted by applicable law. Lessee may from time to time make telephonic requests for, and Lessee hereby authorizes, Lessor or its agents to make and draw checks or drafts on a checking account to be designated by Lessee, payable to Lessor or order, to pay rent and other amounts due hereunder, plus Lessor's standard per item fee for making and drawing such check or draft not to exceed the maximum amount permitted by law. Lessor may rely on such request made by any person it believes has authority to make such request on behalf of Lessee. Lessee will pay Lessor on demand a fee, in an amount determined by Lessor, not to exceed the maximum amount from time to time permitted by applicable law, for any check or automatic payment request returned due to insufficient funds or stop payment. Lessor may apply payments and any security deposit to Lessee's obligations hereunder in such order as it deems appropriate, and will return any unapplied balance to Lessee without interest when all such obligations are satisfied.

4. USE; REPAIRS. Lessee shall use the Equipment within recommended capacities, only for its designed purposes, in compliance with all laws, regulations and ordinances. At Lessee's expense, Lessee will maintain the Equipment in good repair and working order, furnish all needed parts and services and make all modifications and improvements required by law. Lessee will not modify or improve the Equipment without Lessor's prior written consent. All parts, modifications and improvements will

become Lessor's property and part of the Equipment for all purposes. Lessee shall prepare and file all tax returns that it may file under the applicable taxing jurisdiction's laws for taxes that are Lessee's responsibility hereunder, including but not limited to personal property taxes if the End of Lease Provision under the applicable Schedule is (i) "Mandatory Purchase" or (ii) "Purchase Option" and the price for such option is a dollar amount stated in such Schedule.

5. RETURN. Subject only to strict compliance with the terms of any purchase or renewal provisions which are set forth herein or in any Schedule, upon expiration or earlier cancellation or termination hereof, Lessee shall, at its sole cost and expense, return all, (not part) of such Equipment to Lessor's designee immediately upon expiration of the Initial Term and with respect to each item of Equipment, as applicable, the following must be true: All safety equipment must be in place and meet applicable federal, state and other governmental standards; All covers and guards must be in place with no sheet metal, plastic or cowl damage; All parts, pieces, components and optional equipment must be present, installed and operational; All accessories shall be returned in proper order; All motors shall operate smoothly without overheating and shall have good bearings and bushings; All electronic controls shall operate per manufacturers' specifications; Controls which bypass normal operations shall be repaired at Lessee's expense; All electrical systems shall be able to provide electrical output as specified by the manufacturer; All batteries shall be in good, safe operating condition with no dead cells or cracked cases; Batteries shall hold a charge and provide adequate power to operate the Equipment; All Equipment shall have serviceable tires, with 50% remaining tread, retaining proper air pressure, and without repair patches; All oil and grease seals must contain lubrication in the manufacturer's designed reservoir; All Equipment must have a relatively clean appearance; All Equipment must be free from excessive wear necessitating major component repair or replacement caused by lack of recommended maintenance detailed in Equipment operation/maintenance manuals; All Equipment shall be free from structural damage or bent frames; Any usage or metering devices must not have been altered in any way; All Equipment attachments, if any, must be in good operating condition; All hydraulic cylinders must not be bent, nicked, gouged or leaking. Any Equipment with reel cutting units shall be returned within standard service life specifications, defined as the factory reel diameter, less 0.5 inches (5 inch reels) and 0.4 inches for any larger diameter reels. If the Equipment is an electric golf car, then in addition to the above return provisions: (i) the golf car must be able to transport two (2) people and their golf clubs; (ii) all batteries and battery terminals must be clean, free of corrosion and have proper battery water levels; and (iii) each golf car must include operable battery chargers. Additionally, all Equipment must be able to complete the following tests: operate normally in forward and reverse directions through all its speed ranges or gears, steer normally right and left in both forward and reverse, have all functions and controls work in a normal manner, be able to stop with its service brakes in a safe distance in both forward and reverse, operate without leaking any fluids, perform its designed functions in a satisfactory manner, and all cutting units (if applicable) must be able to lower, turn on, run, raise and shut off as they are designed to do. If any Equipment is damaged or does not meet the standards set forth above for the return condition of such Equipment or if Lessee fails to discharge Lessee's obligations set forth under this Master Lease and/or a Lease with regard to any Equipment, Lessee shall remit to Lessor, immediately upon demand, the Stipulated Loss Value of such Equipment. The "Stipulated Loss Value" for a particular Item shall be an amount equal to: (i) the total of all monthly payments and other amounts, if any, due under the Lease with respect to such Item as of the date of payment of the Stipulated Loss Value, plus (ii) all rent not yet due for the Item for the remaining term of this Lease, discounted from their respective due dates at the rate of 3% per annum, plus (iii) the greater of (a) the Mandatory Purchase Price related to the Item; (b) the Item's "Anticipated Residual Value" as determined by Lessor's books at the Commencement Date; or (c) 10% of the original Final Cost related to the Item. Return Condition Standards applicable when the Equipment is Golf Cars. The Return Condition Standards for golf cars are as follows: (a) Equipment must start, stop, and turn properly; (b) Mechanically, all Equipment must be in operable condition upon return and capable of being driven on a transporter; (c) Cosmetically, all Equipment and component parts are to be returned operable and complete according to the original state, reasonable wear and tear expected; (d) All equipment shall have serviceable tires, with 50% remaining tread, retaining proper air pressure, and without repair patches; (e) All gauges will be operative and all fluid levels to manufacturer's specifications; and, (f) if the Equipment is an electric golf car, then in addition to the other Return Condition Standards: (i) the golf car must be able to transport two (2) people and their golf clubs; (ii) all batteries and battery terminals must be clean, free of corrosion and have proper battery water levels; and, (iii) each golf car must include operable battery chargers. Any missing Equipment and parts or damage to the Equipment will result in a separate billing at

replacement cost or fair market value. Until properly returned, all Lease terms shall apply, including without limitation all Lessee's rent, insurance and maintenance obligations.

6. **DISCLAIMERS.** LESSOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO THE CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF, THE ABSENCE OF ANY CLAIM OF INFRINGEMENT OR THE LIKE WITH RESPECT TO, OR ANY OTHER MATTER CONCERNING, THE EQUIPMENT, AND EXPRESSLY DISCLAIMS ANY SUCH WARRANTIES AND ANY OTHER WARRANTIES IMPLIED BY LAW. LESSEE HEREBY WAIVES ALL CLAIMS AGAINST LESSOR FOR ANY LOSS, DAMAGE OR EXPENSE CAUSED BY THE EQUIPMENT OR ANY DEFECT THEREIN, OR BY THE DELIVERY, INSTALLATION, USE, MAINTENANCE OR SERVICING OF OR ADJUSTMENT TO THE EQUIPMENT. AS TO LESSOR, LESSEE LEASES THE EQUIPMENT AS-IS, WITH ALL FAULTS, WITHOUT WARRANTY OF ANY KIND. Lessee acknowledges that: Lessor is not a dealer or manufacturer of equipment of any kind; is not the seller of the Equipment; each Item is of a type, size, design and capacity selected solely by Lessee; and this Lease is a "finance lease" under UCC Article 2A in all respects. To the extent permitted by law, Lessee unconditionally and irrevocably waives any and all rights and remedies against Lessor at law or in equity (including, without limitation, any rights and remedies granted Lessee under Article 2A of the Uniform Commercial Code and/or the right to reject any Equipment or repudiate this Lease).

7. **INDEMNITY.** To the extent permitted by law, Lessee shall indemnify and hold Lessor harmless from any and all claims, actions, damages, legal expenses (including reasonable attorneys' fees), obligations, liabilities, liens, fines, penalties or other amounts arising out of the manufacture, purchase, lease, use, condition, possession, ownership, operation or return of any Equipment, or in connection with latent or other defects, or any claim for patent, trademark or copyright infringement, including any strict liability claims, whether arising by operation of law, or with or without Lessee's fault or negligence or failure to comply with the terms hereof, and as a result of any lien, encumbrance or claim made on the Equipment by anyone, including Lessee's employees and agents, imposed or incurred by or asserted against Lessor, its successors or assigns. At Lessor's option, Lessee shall assume full responsibility for the defense of any indemnified claim.

8. **LOSS.** Lessee shall bear the entire risk of loss, theft, damage or destruction of any or all Items from any cause whatsoever ("Loss"); and no Loss shall relieve Lessee of any rent payment or other obligation hereunder. If Lessor determines that any Item has suffered an irreparable Loss, Lessee will either (i) replace the Item with like equipment (of the same year, make, model and accessories) in good repair, condition and working order; or (ii) pay Lessor the Stipulated Loss Value for such Item.

9. **INSURANCE.** With respect to the Equipment, Lessee shall pay for and maintain, and furnish Lessor a certificate evidencing, insurance insuring against: (a) liability for bodily injury and property damage with a minimum combined single limit of \$1,000,000.00 or such greater amount as may be prescribed by any applicable state law specifying minimum insurance requirements, with Lessor as additional insured, and (b) loss or damage to the Equipment in an amount no less than the Equipment's full replacement value, with Lessor as loss payee. Each insurance policy shall be in such form, including a maximum deductible, and with such insurers as Lessor may accept, shall require the insurer to give Lessor at least 30 days' prior written notice of any cancellation or change in terms, and shall specify that no action or misrepresentation by Lessee will affect Lessor's coverage. Lessor has no duty to verify or notify Lessee that any such policy exists or is free of defects. Lessee hereby appoints Lessor as Lessee's attorney-in-fact to make claims, receive payments and execute and endorse all documents, checks or drafts under any such physical damage policy. If Lessee fails to maintain, pay for or provide Lessor with evidence of the required insurance, Lessor may, but is not obligated to, obtain insurance covering Lessor's interest in the Equipment from an insurer of Lessor's choice. Lessor may charge Lessee the costs of acquiring and maintaining such insurance, and a fee for Lessor's services (collectively, "Insurance Charge"). At its discretion, Lessor may allocate the Insurance Charge to the remaining Rent Payments, which Lessee will pay with interest on such allocation. Nothing in this Lease will create an insurance relationship of any type between Lessor and any other person.

10. **DEFAULT.** Each of the following is an "Event of Default" hereunder: (a) Lessee fails to pay any rent or other payment required hereunder when due; (b) Lessee fails to comply with any other covenant or agreement hereunder and such failure continues for 10 days after notice by Lessor; (c) Lessee defaults under any other obligation to Lessor; (d) Lessee or any guarantor of this Lease ("Guarantor"), or any partner of Lessee ("Partner") if Lessee is a partnership, ceases doing business as a going concern or makes an assignment for the benefit of creditors; (e) Lessee or any Guarantor or Partner admits in writing an inability to pay debts as they come due, voluntarily files or has filed against it involuntarily a petition under the federal Bankruptcy Code or any other present or future federal or state bankruptcy or insolvency law, or a trustee, receiver or liquidator is appointed for it or for all or a substantial part of its assets; (f) any individual Lessee, Guarantor or Partner dies; (g) any material indebtedness of Lessee or any Guarantor is accelerated or payment in full thereof is demanded; (h) Lessee or any Guarantor shall divide or shall consolidate with, merge into or transfer all or substantially all its assets to another entity or individual; or (i) Lessee fails to occupy the premises where any Item is located, or the mortgagee or owner of such premises asserts the right to take possession thereof or exercise eviction or other remedies under the mortgage or lease of such premises.

11. **REMEDIES.** At any time on or after an Event of Default, Lessor may in its sole discretion, with or without canceling or terminating this Lease, exercise one or more of the following remedies: (a) on written notice to Lessee, cancel or terminate this Lease;

(b) declare immediately due and payable and recover from Lessee the sum of all rent and other amounts then due in the current fiscal year; (c) enforce performance of, and/or recover damages for the breach of, Lessee's covenants; (d) repossess the Equipment wherever located, without notice or legal process; (e) exercise any other right or remedy available by law or agreement. Upon repossession, Lessor may retain the Equipment in full satisfaction of Lessee's obligations or may use reasonable efforts to sell or lease the Equipment in a manner and on terms as deemed appropriate by Lessor. Lessor will be entitled to any surplus and Lessee will be liable for any deficiency. Lessor may recover legal fees and other expenses incurred due to an Event of Default or the exercise of any remedy hereunder, including costs of repossession, repair, storage, transportation and disposition of the Equipment. No remedy shall be exclusive, and each shall be cumulative to the extent necessary for Lessor to recover amounts for which Lessee is liable hereunder.

12. **ASSIGNMENT.** Without Lessor's prior written consent, Lessee will not sell, assign, transfer (via merger, division, or otherwise), sublet, pledge or otherwise encumber or permit a lien arising through Lessee to exist against any interest in this Lease or the Equipment. Lessor may assign its interest in this Lease and sell or grant a security interest in all or any part of the Equipment without notice to or consent of Lessee. Lessee agrees not to assert against any assignee of Lessor any claim or defense Lessee may have against Lessor.

13. **NON-CANCELABLE, UNCONDITIONAL OBLIGATION.** This Lease cannot be canceled or terminated except as expressly provided herein. This Lease is a net lease; Lessee agrees that its obligation to pay rent and other amounts payable hereunder is absolute and unconditional and shall not be subject to any abatement, reduction, setoff or defense of any kind. If this Lease is deemed to be a lease intended as security, (i) Lessee grants Lessor a security interest in the Equipment to secure its obligations under this Lease and all present and future indebtedness to Lessor; and (ii) this Lease shall be construed so that interest, the applicable interest rate or other charges shall not exceed the maximum time price differential, rate, interest or amount allowed by applicable law, and any excess payment will be applied first to prepay principal hereunder and then as a refund to Lessee. The Equipment shall at all times remain Lessor's property, and Lessee's only right, title or interest therein shall be as set forth herein. At its expense, Lessee shall protect and defend Lessor's title and interest and keep the Equipment free of all claims and liens except those created by or arising through Lessor. Lessee authorizes Lessor to file such financing statements, title certificates and instruments as Lessor deems necessary to protect Lessor's interests in the Equipment, without Lessee's signature, and, if such signature is needed, Lessee appoints Lessor as Lessee's attorney-in-fact to sign such items in Lessee's name. Lessee will reimburse Lessor's costs with respect thereto on demand. Lessee's exact legal name is as shown above and Lessee represents and warrants to Lessor that as of the date hereof, and throughout the term of the Lease: (a) Lessee is a political subdivision of the state or commonwealth in which it is located and is organized and existing under the constitution and laws of such state or commonwealth; (b) Lessee has complied, and will comply, fully with all applicable laws, rules, ordinances, and regulations governing open meetings, public bidding and appropriations required in connection with the Lease, the performance of its obligations under the Lease and the acquisition and use of the Equipment; (c) the person(s) signing the Lease and any other documents required to be delivered in connection with the Lease (collectively, the "Documents") have the authority to do so, are acting with the full authorization of Lessee's governing body, and hold the offices indicated below their signatures, each of which are genuine; (d) the Documents are and will remain valid, legal and binding Leases, and are and will remain enforceable against Lessee in accordance with their terms; and (e) the Equipment is essential to the immediate performance of a governmental or proprietary function by Lessee within the scope of its authority and will be used during the term of the Lease only by Lessee and only to perform such function. Lessee further represents and warrants to Lessor that, as of the date each item of Equipment becomes subject to the Lease and any applicable Schedule, it has funds available to pay all Lease payments payable thereunder until the end of Lessee's then current fiscal year, and, in this regard and upon Lessor's request, Lessee shall deliver in a form acceptable to Lessor a resolution enacted by Lessee's governing body, authorizing the appropriation of funds for the payment of Lessee's obligations under the Lease during Lessee's then current fiscal year. Lessor may inspect the Equipment and Lessee's records related thereto at any time during business hours. All representations, warranties and indemnities of Lessee made or agreed to in or in connection with this Lease shall survive expiration, cancellation or termination of this Lease.

14. **TERMINATION FOR GOVERNMENTAL NON-APPROPRIATIONS.** To the extent permitted by applicable law, Lessee agrees to take all necessary and timely action during the Lease term to obtain and maintain funds appropriations sufficient to satisfy its payment obligations under the Lease (the "Obligations"), including, without limitation, providing for the Obligations in each budget submitted to obtain applicable appropriations, causing approval of such budget, and exhausting all available reviews and appeals if an appropriation sufficient to satisfy the Obligations is not made. Notwithstanding anything to the contrary provided in the Lease, if Lessee does not appropriate funds sufficient to make all payments due during any fiscal year under the Lease and Lessee does not otherwise have funds available to lawfully pay the Lease payments (a "Non-Appropriation Event"), and provided Lessee is not in default of any of Lessee's obligations under such Lease as of the effective date of such termination, Lessee may terminate such Lease effective as of the end of Lessee's last funded fiscal year ("Termination Date") without liability for future payments or the early termination charge under such Lease, if any, by giving at least 60 days' prior written notice of termination ("Termination Notice") to Lessor. If Lessee terminates the Lease prior to the expiration of the end of such Lease's Initial Term, or any extension or renewal thereof, as permitted under the terms of the Lease or as set forth herein or in any Schedule,

Lessee shall (i) on or before the Termination Date, return the Equipment subject to the terminated Lease in accordance with the return requirements set forth in such Lease, (ii) provide in the Termination Notice a certification of a responsible official that a Non-Appropriation Event has occurred, (iii) deliver to Lessor, upon request by Lessor, an opinion of Lessee's counsel (addressed to Lessor) verifying that the Non-Appropriation Event as set forth in the Termination Notice has occurred, and (iv) pay Lessor all sums payable to Lessor under such Lease up to and including the Termination Date. Lessee acknowledges and agrees that, in the event of the termination of a Lease and the return of the Equipment as provided for herein, Lessee shall have no interest whatsoever in the Equipment or proceeds thereof and Lessor shall be entitled to retain for its own account the proceeds resulting from any disposition or re-leasing of the Equipment along with any advance rentals, security deposits or other sums previously paid by Lessee pursuant to the terms of the Lease. The termination of a Lease under this Section shall not terminate this Master Lease or any other Leases made pursuant hereto, and shall not terminate Lessee's obligation to make the required monthly payments for such Leases.

15. **DELIVERY OF CERTAIN DOCUMENTS AND RELATED REQUIREMENTS.** Lessee will execute or provide, as requested by Lessor, annual budget and financial information and such other documents and information, including an opinion of Lessee's counsel as to the validity and enforceability of this Master Lease and any Schedules, as are reasonably necessary with respect to the transaction contemplated by this Lease. If Lessee is a "Registered Organization" (as such term is defined in the UCC), then Lessee will: (i) upon request of Lessor, provide copies of its applicable registered organization documents; and (ii) not change its legal name or its chief executive office or state of organization, without, in each case, giving Lessor at least 30 days' prior written notice of any such event.

16. **EXCESS USAGE AND SUPPLEMENTAL RENTALS (APPLICABLE TO TURF CARE AND MAINTENANCE EQUIPMENT ONLY).** At the end of the Initial Term, Lessee shall remit to Lessor \$5.00 per hour on each Item that has hourly use in excess of the maximum hours as indicated on the applicable Schedule. Lessee shall remit such amounts within ten (10) days of Lessor's written demand. The hours of use of an Item shall be determined by the hour meter attached to said Item, provided that such meter remains operable and accurate. If any such hour meter becomes inoperable or inaccurate, Lessee shall immediately repair or replace same, and shall immediately notify Lessor in writing of such event and of the correct hours of usage of the Item during the period of time the hour meter was inoperable or inaccurate. Lessee shall promptly furnish Lessor such information as Lessor may reasonably request from time to time in order to document the hours of usage of the Equipment.

17. **GOVERNING LAW; JURY TRIAL WAIVER. THIS LEASE, AND ALL MATTERS OF THIS LEASE, INCLUDING ALL INTEREST AND FINANCE CHARGES HEREUNDER, SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, FEDERAL LAW AND, TO THE EXTENT NOT PREEMPTED BY FEDERAL LAW, BY THE LAWS OF THE STATE OF LESSEE'S ORGANIZATION (EXCLUDING CONFLICTS LAWS). TO THE EXTENT PERMITTED BY LAW, THE PARTIES HERETO, AFTER CONSULTING (OR HAVING HAD AN OPPORTUNITY TO CONSULT) WITH COUNSEL OF THEIR CHOICE, KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING RELATING TO THIS LEASE, INCLUDING ANY ACTION TO ENFORCE THIS LEASE OR ANY RELATED AGREEMENTS.**

18. **MISCELLANEOUS.** This Lease constitutes the entire agreement between Lessee and Lessor with respect to the subject matter hereof; there is no other oral or written agreement or understanding. The Lessee hereby consents to the use of electronic signatures and represents and warrants that its electronic signature on any document or

agreement shall be unconditionally valid and legally enforceable, and therefore, agrees to not contest, call into question or otherwise challenge the validity or enforceability of any electronic signature (or the authority of the electronic signer to sign) or raise any of the foregoing as a defense or counterclaim. This Lease and related documents may be electronically copied and/or delivered by electronic means of transmission ("e-copy") and the e-copy of any document shall be deemed an original, and admissible as such in any court or other proceeding; provided that there shall be only one original counterpart of each Schedule, and it shall bear the original ink or electronic signature of Lessor and be marked "Original." To the extent a Schedule is "chattel paper", a security or ownership interest may only be created therein by transferring the "Original" bearing Lessor's original ink or electronic signature; provided that if the "Paper Out" process shall have occurred, then the "Paper Out" printed version of the Schedule bearing the legend "Original" shall constitute the sole chattel paper original. If Lessor permits Lessee to deliver this lease or any related document to Lessor via facsimile or other electronic means, Lessee shall deliver to Lessor, promptly on request, such document bearing Lessee's original "wet ink" signature; provided that neither delivery nor failure to deliver the document bearing Lessee's original "wet ink" signature shall limit or modify the representations and agreements set forth above. The Lessee hereby consents to the use of electronic signatures and represents and warrants that its electronic signature on any Document shall be unconditionally valid and legally enforceable, and therefore, agrees not to contest, call into question or otherwise challenge the validity or enforceability of any electronic signature (or the authority of the electronic signer to sign) or raise any of the foregoing as a defense or counterclaim. Except as expressly set forth herein, this Lease may not be amended or modified except by a writing manually signed by the parties. Lessee shall pay Lessor's costs, fees and expenses incurred in connection with any amendment, waiver, release, cancellation or termination of this Lease or any related document, financing statement, title certificate or instrument, including but not limited to filing and recording fees. This Lease is binding on and inures to the benefit of the parties hereto, their permitted successors and assigns. Any written notice hereunder shall be deemed given when delivered personally, deposited with a nationally recognized overnight courier (with all fees pre-paid), delivered via facsimile or e-mail (with confirmation of transmission), or deposited in the United States mails, certified or registered mail, addressed to recipient at its address set forth above or such other address as may be substituted therefor by notice given pursuant to the terms hereof. Lessee hereby agrees that Lessor, including its vendors, service providers, partners, affiliates, successors and assigns, may contact Lessee at any telephone number provided to Lessor, by placing voice telephone calls (including use of automatic telephone dialing systems or prerecorded voice messaging) or, in the case of wireless telephones or other wireless devices, by sending e-mail or automated (SMS) text messages. If more than one Lessee is named herein, the obligations of each shall be joint and several. Lessee authorizes, and represents that all Lessee's principals have authorized, Lessor to obtain such credit bureau reports and make such other credit inquiries with respect to Lessee and such principals as Lessor deems appropriate throughout the term of this Lease; on written request, Lessor will identify any reporting agency used for such a reports. Lessee warrants and agrees that the Equipment is leased and will be used for business purposes only, and not for personal, family or household purposes. Lessee shall execute and deliver to Lessor such other documents and provide such information, including information identifying the owners of Lessee and its affiliates and their respective ownership interests, as Lessor may reasonably deem necessary to comply with laws or regulations applicable to Lessor or Lessee, including laws and regulations requiring Lessor to obtain Lessee's certification of its beneficial owner(s) prior to making payment(s) to Lessee during or after the term of this Lease. Under federal law, Lessor must obtain, verify and record identifying information for each person opening an account. Lessor will ask for Lessee's name, address, date of birth and other identifying information. Lessor may also ask for Lessee's driver's license or other identifying documents.

Lessor: The Huntington National Bank  
Lessee: City of Killeen, Texas

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

Title: \_\_\_\_\_  
Kent Cagle, City Manager



**TEXAS ADDENDUM  
TO GOVERNMENTAL LEASE-PURCHASE AGREEMENT NO. 008-0185329-102 DATED AS OF May 18, 2022**

**LESSOR:**                    **The Huntington National Bank**

**LESSEE:**                    **City of Killeen, Texas**

This Addendum is hereby incorporated in and is hereby made a part of the above-referenced Master Lease Number 185329L (together with all Exhibits and Attachments and this Addendum, the "Master Lease"). Words "YOU" and "YOUR" refer to the "Lessee" and the words "WE," "US" and "OUR" refer to the "Lessor," its successors and assigns. Lessor and Lessee hereby agree that capitalized terms used herein and not otherwise defined herein shall have the terms assigned to such terms in the Lease and that the following changes and additions shall be made to the Lease:

1. **Section 1** of the Master Lease is hereby amended by adding the following sentence at the end of that Section:  
The initial Lease term as specified in the applicable Schedule does not exceed 25 years.
  
2. **Section 18** of the Master Lease is hereby amended by adding the following sentence at the end of that Section:  
Notwithstanding the foregoing, this Lease may be assigned by Lessor only in whole, not in part.

Except as specifically set forth in this Addendum, all terms and conditions contained in the Lease will remain in full force and effect and are hereby ratified and confirmed.

Lessor: The Huntington National Bank

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

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

Lessee: City of Killeen, Texas

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

Kent Cagle, City Manager



## Equipment Schedule (Fair Market Value Purchase Option)

**The "Lease": Equipment Schedule Number 008-0185329-102 Dated May 18, 2022 to Master Lease Number 185329L Dated May 18, 2022**

**"Lessee"**

**City of Killeen, Texas, 1700 E. Stan Schlueter Loop, Killeen, TX 76542**

Contact: **Kent Cagle** Phone: \_\_\_\_\_

**"Lessor"**

**The Huntington National Bank, 1405 Xenium Lane North (PCC180), Plymouth, MN 55441**

This Equipment Schedule (this "Schedule") is entered into pursuant to and incorporates the terms of the Master Lease (except as expressly modified by this Schedule) identified above between Lessor and Lessee (the "Master Lease" and, together with this Schedule, this "Lease"). All capitalized terms not otherwise defined in this Schedule have the meanings assigned in the Master Lease. Upon execution and delivery of this Schedule by Lessor and Lessee, and Lessee's acceptance of the Equipment described below, Lessor leases to Lessee and Lessee leases from Lessor the Equipment on the terms and conditions of this Lease.

**SUMMARY OF TERM AND RENTAL PAYMENTS:**

Commencement Date	Initial Term 60 Months	Rent Payment Period Monthly	Each Rent Payment <b>\$3,223.50</b> plus applicable taxes except financed sales tax included in cost of the equipment	Advance Rent Payment(s) N/A For Installments(s): N/A	Interim Rent Daily Factor N/A	Security Deposit N/A
_____						

**EQUIPMENT, PERSONAL PROPERTY, SERVICES AND/OR SOFTWARE (The "Equipment"):**

Description (including features)	Location
<b>(75) 2023 E-Z-GO RXV ELITE Golf Cars together with all attachments and accessories thereto</b>	<b>Stonetree Golf Club, 1600 Stonetree Drive, Killeen, TX 76542</b>

Each Rent Payment shall be payable in arrears on the date that is one month after the Commencement Date and on the same day of each subsequent Rent Payment Period for the Initial Term and any renewal term.

The following additional provisions apply to the Equipment and this Lease only:

1. So long as this Lease has not been canceled or terminated early and no Event of Default exists, upon expiration of the Initial Term ("Lease End"), Lessee may purchase all, but not less than all, of the Equipment for the Fair Market Value of the Equipment, plus all sales and use taxes arising on the sale of the Equipment. For purposes of this Lease, "Fair Market Value" of the Equipment at any time means the estimated amount that a willing buyer and a willing seller would pay for the Equipment on an installed basis, as mutually determined by Lessor and Lessee. If Lessor and Lessee are unable to mutually determine the Fair Market Value, at Lessee's request and expense, Lessor shall select and hire a third-party certified appraiser to determine the Fair Market Value, and such appraiser's determination shall be binding on the Lessor and Lessee. To exercise the foregoing purchase option, Lessee must give written notice thereof to Lessor at least 90 days and no more than 120 days prior to Lease End. If Lessee fails to give such notice, or if the parties cannot agree on the Fair Market Value of the Equipment by 45 days before Lease End, then the purchase option shall lapse. If the purchase option lapses, then at least 30 days before Lease End or the end of any renewal term, Lessee must give Lessor notice of its intent to return the Equipment and request return location instructions. If Lessee fails to give such notice, or gives notice but fails to return the Equipment in accordance with Section 5 of the Master Lease, this Lease will automatically renew, at the same rental and other terms set forth in this Lease, for additional successive noncancelable one-month terms after the Initial Term until timely written notice of return and proper return of the Equipment is made.
2. If Lessee gives timely notice of election to purchase the Equipment as provided in paragraph 1 and fails to timely pay the purchase price, then Lessor may, in its sole discretion, by written notice to Lessee (a) treat the Equipment as purchased and enforce payment of the purchase price, (b) declare a failure to meet the purchase conditions whereupon Lessee's interest in the Lease and Equipment shall automatically be canceled and Lessee shall return the Equipment in accordance with Section 5 of the Master Lease, or (c) treat the Lease as automatically renewed, at the same rental and other terms set forth in this Lease, for additional successive noncancelable one-month terms after the Initial Term until timely written notice of return and proper return of the Equipment is made.
3. Upon Lessee's exercise of the purchase option and Lessor's receipt of the purchase price plus applicable sales and use tax and any rent or other amount owing under this Lease, the Equipment will be deemed transferred to Lessee at its then location and, on Lessee's request at such time, Lessor will deliver to Lessee a bill of sale for the Equipment, "WHERE IS, AS IS" WITHOUT ANY WARRANTY AS TO TITLE OR WITH RESPECT TO THE EQUIPMENT, EXPRESS OR IMPLIED.
4. If Lessor suffers a Tax Loss because, for federal or state income tax purposes, for any reason, this Lease is not a true lease or Lessor otherwise is not entitled to depreciate the Equipment in the manner Lessor anticipated when entering into this Lease, then Lessee shall pay Lessor, as additional rent hereunder, a lump-sum amount which, after payment of all federal, state, and local income taxes on the receipt of such amount, and using the same assumptions as to tax benefits and other matters Lessor used in originally evaluating and pricing this Lease, will in Lessor's reasonable opinion maintain Lessor's net after-tax rate of return with respect to this Lease at the same level it would have been had such Tax Loss not occurred. Lessor will notify Lessee of any claim that may give rise to indemnity hereunder and will make a reasonable effort to contest any such claim at the administrative level of the applicable taxing authority. Lessor shall control all aspects of any settlement and contest, and Lessee agrees to pay the legal fees and other out-of-pocket expenses thereof even if Lessor's defense is successful. Notwithstanding the foregoing, Lessee will not be obligated to indemnify Lessor for any Tax Loss caused solely by (a) a casualty Loss to the Equipment if Lessee pays the amount required under Section 8 of the Master Lease, (b) Lessor's sale of the Equipment other than on account of an Event of Default, (c) failure of Lessor to have sufficient income to utilize its anticipated tax benefits or to timely claim such tax benefits, and (d) tax law changes, including rates, effective after the Lease begins. Lessee's indemnity obligations hereunder shall survive cancellation and termination of this Lease. For purposes of this paragraph, the term "Tax Loss", means Lessor's loss of, or loss of the right to claim, or recapture of, all or any part of the federal or state income tax benefits Lessor anticipated as a result of entering into this Lease and owning the Equipment; and the term "Lessor" shall include any member of an affiliated group of which Lessor is (or may become) a member if consolidated tax returns are filed for such affiliated group for federal income tax purposes.

Lessor: The Huntington National Bank

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

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

Lessee: City of Killeen, Texas

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

Kent Cagle, City Manager

# OPINION OF COUNSEL

(To be on Attorney's Letterhead)

Date:

Lessee: City of Killeen, Texas  
1700 E. Stan Schlueter Loop,  
Killeen, TX 76542

Lessor: The Huntington National Bank  
1405 Xenium Lane North (PCC180)  
Plymouth, MN 55441

Re: Contract 008-0185329-102, dated as of May 18, 2022, by and between City of Killeen, Texas and Lessor

Ladies and Gentlemen:

I have acted as counsel to Lessee with respect to the contract described above (the "Lease") and various related matters, and in this capacity have reviewed a duplicate original or certified copy of the Lease and exhibit thereto. Based upon the examination of these and such other documents as I deem relevant, it is my opinion that:

1. Lessee is a public corporation and political subdivision of the State of Texas (the "State") duly organized, existing and operating under the Constitution and laws of the State. The full, true and correct legal name of Lessee is \_\_\_\_\_.
2. The Uniform Commercial Code, as adopted in the State (the "UCC"), and no other statute of the State, governs the creation, perfection, priority or enforcement of a security interest created by Lessee.
3. Lessee is authorized and has power under State law to enter into the Lease, and to carry out its obligations thereunder and the transactions contemplated thereby.
4. The Lease and the other documents described above have been duly authorized, approved, executed and delivered by and on behalf of Lessee, and the Lease is a valid and binding contract of Lessee enforceable in accordance with its terms, except to the extent limited by State and Federal laws affecting remedies and by bankruptcy, reorganization or other laws of general application relating to or affecting the enforcement of creditors' rights.
5. The authorization, approval and execution of the Lease and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all open meeting laws, public bidding laws and all other applicable State and Federal laws.
6. The execution of the Lease and the appropriation of moneys to pay the payments coming due under the Lease do not result in the violation of any constitutional, statutory or other limitation relating to the manner, form or amount of indebtedness which may be incurred by Lessee.
7. There is no litigation, action, suit, or proceeding pending or before any court, administrative agency, arbitrator or governmental body, that challenges the organization or existence of Lessee; the authority of the organization or existence of Lessee; the authority of its officers; the proper authorization, approval and execution of the Lease and the other documents described above; the appropriation of monies to make Rental Payments under the Lease for the current fiscal year, or the ability of Lessee otherwise to perform its obligations under the Lease and the transactions contemplated thereby.

This opinion of counsel may be relied upon by Lessor and its successors and assigns.

Very truly yours,

**RESOLUTION**  
**LEASE NO. 008-0185329-102**  
**DATED AS OF MAY 18, 2022**

A resolution authorizing the negotiation, execution, and delivery of Lease No. **008-0185329-102** dated **May 18, 2022** (the "Lease"), between **City of Killeen, Texas, 1700 E. Stan Schlueter Loop, Killeen, TX 76542** and **The Huntington National Bank, 1405 Xenium Lane North (PCC180), Plymouth, MN 55441**; and prescribing other details in connection therewith.

**WHEREAS**, City of Killeen, Texas, (the "Lessee") is a political subdivision duly organized and existing pursuant to the Constitution and laws of the State of Texas; and

**WHEREAS**, Lessee is duly authorized by applicable law to acquire such items of personal property as are needed to carry out its governmental functions and to acquire such personal property by entering into lease-purchase agreements; and

**WHEREAS**, Lessee hereby finds and determines that the execution of a Lease for the purpose of leasing with the option to purchase the property designated and set forth in the Lease is appropriate and necessary to the function and operations of the Lessee; and

**WHEREAS**, The Huntington National Bank, (the "Lessor") shall act as Lessor under said Lease; and

**WHEREAS**, the Lease shall not constitute a general obligation indebtedness of the Lessee within the meaning of the Constitution and laws of the State;

**NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF City of Killeen, Texas:**

Section 1. The Lease, in substantially the form as presently before the governing body of the Lessee , is hereby approved, and the \_\_\_\_\_ of the Lessee, is hereby authorized to negotiate, enter into, execute, and deliver the Lease and related documents in substantially the form as presently before the governing body of the Lessee, with such changes therein as shall be approved by such officer, and which Lease will be available for public inspection at the offices of Lessee.

Section 2. The Lessee shall, and the officers, agents and employees of the Lessee are hereby authorized and directed to take such further action and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution, and to carry out, comply with and perform the duties of the Lessee with respect to the Lease.

Section 3. The Lessee's obligations under the Lease shall be expressly subject to annual appropriation by Lessee; and such obligations under the Lease shall not constitute a general obligation of Lessee or indebtedness of Lessee within the meaning of the Constitution and laws of the State of Texas.

Section 4. All other related contracts and agreements necessary and incidental to the Lease are hereby authorized, ratified and approved.

Section 5. This resolution shall take effect immediately upon its adoption and approval.

**CERTIFIED AS TRUE AND CORRECT** this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Signature of Clerk, Secretary or Assistant Secretary

\_\_\_\_\_  
Printed Name of Clerk, Secretary or Assistant Secretary



**CERTIFICATE OF INCUMBENCY**  
**LEASE NO. 008-0185329-102**  
**DATED AS OF May 18, 2022**

I, \_\_\_\_\_, do hereby certify that I am the duly elected or appointed and acting Clerk/Secretary of City of Killeen, Texas (the "Lessee"), a political subdivision duly organized and existing under the laws of the State of Texas, and that, as of the date hereof, the individuals named below are the duly elected or appointed officers of the Lessee holding the offices set forth opposite their respective names.

NAME	TITLE	SIGNATURE
_____	_____	_____
_____	_____	_____

IN WITNESS WHEREOF, I have duly executed this certificate this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Signed: \_\_\_\_\_

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

NOTE: The Clerk or Secretary of the Lessee should sign unless that person is also the signor of the documents in which case the President or some other Officer of the Lessee should execute this document.



**Invoice**

**Date of Invoice:** 05/18/2022  
**Application Number:** 465423  
**Contract Number:** 008-0185329-102

**To:** City of Killeen, Texas  
1700 E. Stan Schlueter Loop  
Killeen, TX 76542

**Advance Payments/Security Deposit**

Description	Contract Payment	Sales/Use Tax	Other	Amount
First Payment in Advance	\$0.00	\$0.00		\$0.00
Last Payment in Advance	\$0.00	\$0.00		\$0.00
			\$0.00	\$0.00
<b>Sub Total</b>				<b>\$0.00</b>

**Other Fees/Charges**

Fee Description	Amount
Documentation Fee	\$200.00
<b>Other Fees/Charges Sub Total</b>	
	<b>\$200.00</b>

**Invoice Total Due**

<b>Invoice Total Due</b>	<b>\$200.00</b>
--------------------------	-----------------

**Remit Payment with** 866-465-3149  
**Completed Documents to:** OR  
**The Huntington National Bank**  
**1405 Xenium Lane North (PCC180)**  
**Plymouth, MN 55441**



# Insurance Certificate Request

1405 Xenium Lane North (PCC180), Plymouth, MN 55441

<b>To</b>	To Whom It May Concern	<b>From</b>	Amy Kuester
<b>Company</b>		<b>Phone</b>	(319) 226-1728
<b>Fax</b>		<b>Email</b>	akuester@financediv.com
<b>Phone</b>			
<b>Subject</b>	<b>INSURANCE CERTIFICATE REQUEST</b>	<b>Date</b>	May 18, 2022

**Message:**

Our mutual customer, City of Killeen, Texas, is leasing equipment through The Huntington National Bank. We are in need of an INSURANCE CERTIFICATE for the equipment leased prior to us closing out their transaction. Please see below for specifics. Thanks!

Please include the following items on the certificate:

- |  |
|--|
| 1. <b>INSURED:</b> City of Killeen, Texas, 1700 E. Stan Schlueter Loop, Killeen, TX 76542  |
| 2. <b>COVERAGES:</b> <ul style="list-style-type: none"> <li>• Liability Insurance – Minimum \$1,000,000.00 per occurrence in Combined Single Limit or such greater minimum as may be prescribed by any applicable state law specifying minimum insurance requirements. <ul style="list-style-type: none"> <li>➤ Policy Number</li> <li>➤ Policy Effective Date &amp; Policy Expiration Date</li> </ul> </li> <li>• Property Damage – Cost: \$334,196.25 or ACV <ul style="list-style-type: none"> <li>➤ Comprehensive &amp; Collision Deductibles (if applicable) or Physical Damage Deductible (Shall not exceed \$10,000 or 10% of Total Cost)</li> <li>➤ Policy Number</li> <li>➤ Policy Effective Date &amp; Policy Expiration Date</li> </ul> </li> </ul> |
| 3. <b>DESCRIPTION OF EQUIPMENT:</b><br>(75) 2023 E-Z-GO RXV ELiTE Golf Cars together with all attachments and accessories thereto<br>Or reference: “Leased Equipment on HNB Contract Number 008-0185329-102”, if the description is too long   |
| 4. <b>The Huntington National Bank, its successors and assigns</b> needs to be listed as Loss Payee & Additional Insured on the Insurance Certificate.   |

If you have any questions, please feel free to contact me. Please send the certificate to my attention as soon as possible to akuester@financediv.com. Thank you!

Amy Kuester

Equipment Finance Sales Coordinator - Sr Specialist

The Huntington National Bank, 1405 Xenium Lane North (PCC180), Plymouth, MN 55441

THE INFORMATION CONTAINED IN THIS FACSIMILE IS CONFIDENTIAL AND IS INTENDED ONLY FOR THE USE OF THE INDIVIDUAL NAMED ABOVE. IF THE READER OF THIS INFORMATION IS NOT THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION OR COPYING OF THIS COMMUNICATION IS STRICTLY PROHIBITED AND YOU ARE DIRECTED TO DESTROY IT. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE CONTACT US IMMEDIATELY BY TELEPHONE AT 800-442-7811.

Insurance\_CertRequest\_Lease ver.08.12.21 465423 S 5/18/2022 10:45 AM

"Lessee"
City of Killeen, Texas, 1700 E. Stan Schlueter Loop, Killeen, TX 76542
"Lessor"
The Huntington National Bank, 1405 Xenium Lane North (PCC180), Plymouth, MN 55441

Delivery and Acceptance agreement attached to and made a part of Lease **008-0185329-102** dated **May 18, 2022** (the "Lease").

**This Certificate relates to the Equipment (the "Equipment") that is described in the Lease.**

Pursuant to the Lease, Lessee acknowledges that Lessor has acquired the Equipment in connection with the Lease and Lessee has either received a copy of the purchase agreement with the vendor of the Equipment on or before signing the Lease or has approved such purchase. Lessee hereby represents, warrants and certifies that (i) all of the Equipment has been delivered to Lessee at the Equipment Location set forth in the Lease and has been installed, tested and inspected by Lessee or duly authorized representatives of Lessee, (ii) the Equipment Description set forth in the Lease is complete and correct, (iii) the Equipment, together with any supporting documentation, is exactly what Lessee ordered, is in good working order, is satisfactory in all respects and has been accepted by Lessee under the Lease as of the Acceptance Date set forth below, and (iv) there has been no adverse change in the business or financial condition of Lessee or any guarantor of the Lease since the day the most recent financial statement of Lessee or any guarantor was submitted to Lessor. If Lessee has made a deposit to the Equipment vendor(s), by signing this Certificate, Lessee hereby transfers all of Lessee's right, title and interest in and to the Equipment to Lessor, except to the extent set forth in the Lease, whether or not Lessee has been reimbursed for the deposit(s).

**IMPORTANT: LESSEE SHOULD SIGN THIS CERTIFICATE ONLY AFTER LESSEE HAS RECEIVED AND IS COMPLETELY SATISFIED WITH THE EQUIPMENT. BY SIGNING THIS CERTIFICATE, LESSEE (1) IS IRREVOCABLY ACCEPTING THE EQUIPMENT, (2) BECOMES ABSOLUTELY AND IRREVOCABLY OBLIGATED TO LESSOR UNDER THE LEASE, AND (3) MAY NOT THEREAFTER REJECT THE EQUIPMENT, CANCEL OR TERMINATE THE LEASE OR DENY ANY STATEMENT MADE IN THIS CERTIFICATE, FOR ANY REASON WHATSOEVER**

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

Lessee: City of Killeen, Texas

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

Printed Name: \_\_\_\_\_

**Please Complete and return this document by Fax to 800-741-8079 upon delivery and acceptance of the financed Equipment.**



# GOLF CART LEASE FOR STONETREE GOLF CLUB

RS-22-073

June 7, 2022

210

# Background

2

- ❑ Golf carts are utilized in more than 35,000 rounds per year and 50 tournaments annually. Stonetree Golf Course generates in excess of \$300,000 annually in revenue due to cart rentals

# Background

3

- ❑ Due to the high amount of usage placed on these golf carts, they are subject to maintenance issues as the age of the carts increase. The proposed equipment lease is meant to replace the current golf cart fleet that is just over five (5) years old
- ❑ Indigo Golf Partners recommends the replacement of the golf cart fleet in use. Indigo Golf Partners recommends the replacement of the fleet every 4-5 years to ensure that working golf carts are consistently available for SGC patrons

# Current Cart Lease

4

- ❑ Stonetree's current lease is 5 years old, and the fleet is deteriorating quickly. The current lease payment is \$3,780.00 per month for a total cost of \$180,928 paid over the course of the lease
  - ❑ The current fleet includes sixty-five (65) carts



# Bid details

5

- ❑ The City of Killeen Recreation Services (RS) began the process of soliciting bids for seventy-five (75) golf carts through bid #22-18
- ❑ Bid #22-18 was advertised on March 20, 2022 and March 27, 2022 and followed the Texas Local Government Code and the City's Financial Management Policy

# Background

6

- ❑ Recreation Services received responses from two companies on April 19, 2022
  - ❑ E-Z-GO Division of Textron Inc.
  - ❑ Club Car, LLC
- ❑ Recreation Services along with Purchasing evaluated each bid's conformance with the bid information and instructions
- ❑ Staff recommends E-Z-Go

# Proposed Lease

7

- ❑ RS is seeking to enter a new lease with EZ-Go Cushman financed through Huntington National Bank for a sixty (60) month lease
- ❑ Seventy-five (75) RXV ELiTE lithium powered golf carts
  - ❑ The golf carts will give guests access to modern, up-to-date fleet that is covered under warranty
- ❑ Total cost of the lease is \$193,410.00
  - ❑ \$3,223.50/month



# Alternatives

8

- The City Council has two (2) alternatives:
  - ▣ Option 1 – Decline the bid and find an alternative option for golf carts
  - ▣ Option 2 – Approve the bid submittal and enter into the agreement with EZ-Go Cushman financed through Huntington National Bank

# Recommendation

9

- Recreation Services staff recommends City Council award Bid 22-18, Golf Cart Lease, to E-Z-Go authorizing a (60) month lease agreement with Huntington National Bank for (75) golf carts for Stonetree Golf Club in the amount of \$193,410.00 and that the City Manager or designee be authorized to execute any change orders as permitted by state and local law.



# City of Killeen

## Staff Report

File Number: RS-22-074

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1	City Council Workshop	06/07/2022	Reviewed and Referred	City Council	06/14/2022
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**DATE:** June 7, 2022

**TO:** Kent Cagle, City Manager

**FROM:** James Kubinski, Fire Chief

**SUBJECT:** Purchase of Mechanical CPR Devices for Front Line EMS Units

### **BACKGROUND AND FINDINGS:**

The Killeen Fire Department currently utilizes three Zoll AutoPulse mechanical CPR devices on supervisor vehicles. Purchasing nine more Zoll AutoPulse mechanical CPR devices would place an AutoPulse on frontline EMS Units at every Fire Station. Mechanical CPR devices deliver high-quality continuous compressions and is associated with increased survival rates in out-of-hospital sudden cardiac arrest patients. Utilizing the mechanical CPR devices for patients affected by COVID-19 and other related medical concerns increases survival rates as well.

### **THE ALTERNATIVES CONSIDERED:**

Purchase nine mechanical compression devices

Do Not Purchase nine mechanical compression devices

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

The purchase of nine Zoll AutoPulse mechanical compression devices is recommended to outfit front line EMS units at all fire stations with the same mechanical CPR devices.

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

This purchase conforms to City policies and law. Purchases made through a sole source are exempt from the competitive bidding process as stated in Texas Local Government Code (TLGC) section 252.022(a)(7)(A), a local government that purchases goods or services under this subchapter satisfies any state laws requiring the local government to seek competitive bids for purchase of the goods or services.

### **FINANCIAL IMPACT:**

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

Mechanical Compression Devices are a total cost of \$143,193.69 in FY 2022.

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

One-time

**Is this expenditure budgeted?**

Yes, funds are available in the Community Development CDBG-CV account 228-3250-426.5086, project no. 20V024.

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

N/A

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

Yes

**RECOMMENDATION:**

Staff recommends that the City Council authorize the purchase of nine mechanical compression devices from Zoll Medical Corporation in the amount of \$143,193.69.

**DEPARTMENTAL CLEARANCES:**

Purchasing, Finance, Fire, Legal

**ATTACHED SUPPORTING DOCUMENTS:**

Sole Source  
Quote  
Certificate of Interested Parties



## Sole/Single Source Form

Complete one form for each sole/single source expenditure as it applies and attach a sole source letter from the vendor. All forms are valid for one (1) year from approval date unless specified by Purchasing below. Request \$50,000 and greater will be routed to all signature parties and requires City Council approval prior to the purchase.

Return completed forms to Purchasing at [Purchasing@killeentexas.gov](mailto:Purchasing@killeentexas.gov).

Department/Division: Fire Department Requestor Name: James Chambers  
Vendor Name: ZOLL Medical Corporation Cost: \$ 143,193.69 Date: 03/08/2022

Check each box that applies to your sole/single source purchase:

- Items available from only one source because of patents, copyrights, secret processes, or natural monopolies. Films, manuscripts, or books.
- Gas, water, or other utility services (Letter from vendor not required)
- Captive replacement parts or components for equipment.
- Books, papers, and other library materials for a public library available only from the persons holding exclusive distribution rights to the materials.
- Management services provided by a non-profit organization to a municipal museum, park, zoo, or other facility to which the organization has provided significant financial or other benefits.
- Annual maintenance for software and equipment the City already owns.
- Single source because of standardization, warranty, or other factors.
- Other Zoll is the only manufacturer and seller of the AutoPulse

Describe in detail the product and/or service to be procured and how they meet your needs.

The AutoPulse provides high-quality automated CPR to victims of sudden cardiac arrest. It allows EMS personnel to complete other lifesaving interventions and reduces CPR fatigue. It is the only device of its kind, AutoPulse automatically adjusts to a patient's size and has been shown to improve patient outcomes in clinical trials. The device provides a stabilizing board and a soft stretcher, allowing rescuers to easily move a patient down narrow stairs, around corners, and cramped elevators.

Department/Division Head Signature: James Kubinski

Digitally signed by James Kubinski  
DN: cn=James Kubinski, C=US, E=jkubinski@killeentexas.gov  
Reason: I am the author of this document  
Location:  
Date: 2022.03.22 11:18:30

Purchasing division justification:

The AutoPulse is an automated, portable, battery-powered cardiopulmonary resuscitation device created by Revivant and subsequently purchased and currently manufactured by ZOLL Medical Corporation. Zoll AutoPulse is the only automated CPR device to squeeze the chest with a circumferential band, thus increasing the points of contact. There are no other CPR devices that exist which perform the same function. The increased points of contact equates to more compressed cardiac muscle and forces a substantially increased amount of blood flow. The AutoPulse comes with a patient mover built into it. The patient mover is a flexible stretcher that allows EMS providers to carry and manipulate the patient's body position. Other cities in Texas, Florida, California and Georgia have deemed the AutoPulse as a sole source.

Director of Procurement Signature: Lorianne Luciano

Digitally signed by Lorianne Luciano  
Date: 2022.03.23 13:18:14 -05'00'

Approved  Disapproved

Expiration Date: 03/31/2023

*The approvals on the following page are required for expenditures \$50,000 and greater:*

Executive Director of Finance Signature: Jonathan Locke Digitally signed by Jonathan Locke  
Date: 2022.03.28 10:43:58 -05'00'  Approved  Disapproved  
Comments:

City Attorney Signature: Traci Briggs Digitally signed by Traci Briggs  
Date: 2022-03-25 17:05:43  Approved  Disapproved  
Comments:

City Manager Signature: Danielle Singh Digitally signed by Danielle Singh  
Date: 2022-03-31 15:37:14 -05'00'  Approved  Disapproved  
Comments:



269 Mill Road  
Chelmsford, Massachusetts 01824-4105  
978-421-9655 (main)  
978-421-0025 (fax)  
www.zoll.com

March 8, 2022

Chief Jim Kubinski  
Killeen Fire Department  
201 North 28th Street  
Killeen, TX 76541-6298

Dear Chief Kubinski ,

Thank you for your interest in the AutoPulse® Non-invasive Cardiac Support Pump, a revolutionary new resuscitation system that offers the promise of normal blood flow during sudden cardiac arrest.

Please be aware that ZOLL® Medical Corporation is the only company that manufactures and markets the AutoPulse. No other organization is authorized to sell the product in the United States. Further, there are no other devices on the market today that can mimic the AutoPulse's unique mechanism of action and achieve its unprecedented clinical results.

All AutoPulse Platform repairs are performed through ZOLL Medical Corporation at one of our two Service Depot locations; ZOLL Medical Corporation, San Jose, CA or ZOLL Medical Corporation, Chelmsford, MA. At this time, there are no other authorized/certified company providing repairs or replacement parts for the AutoPulse Resuscitation System.

Should you have any questions or require additional information please don't hesitate to contact me at (800) 348-9011 x 9657.

Sincerely,

A handwritten signature in blue ink that reads "Nancy Branco". The signature is written in a cursive, flowing style.

Nancy Branco  
*Contracts Specialist*



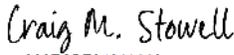
### Contract Verification

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.

DocuSigned by:  
  
968ECBE3491144A...  
 Signature \_\_\_\_\_

Craig Stowell  
Printed Name \_\_\_\_\_

3/15/2022  
Date \_\_\_\_\_

ZOLL Medical Corporation  
Company Name \_\_\_\_\_

VP of Corporate Finance & Controller  
Title \_\_\_\_\_



**ZOLL Medical Corporation**

269 Mill Road  
 Chelmsford, MA 01824-4105  
 Federal ID# 04-2711626

Phone: (800) 348-9011  
 Fax: (978) 421-0015  
 Email: esales@zoll.com

Quote No: Q-32172 Version: 1

Killeen Fire Department  
 201 North 28th Street  
 Killeen, TX 76541-6298

ZOLL Customer No: 3644

Jim Kubinski  
 2545017671  
 jkubinski@killeentexas.gov

Quote No: Q-32172  
 Version: 1

Issued Date: May 10, 2022  
 Expiration Date: June 30, 2022

Terms: NET 30 DAYS

FOB: Shipping Point  
 Freight: Free Freight

Prepared by: Conner Curran  
 EMS CPR Territory Manager  
 ccurran@zoll.com  
 +1 8178052486

Item	Contract Reference	Part Number	Description	Qty	List Price	Adj. Price	Total Price
1		8700-0730-01	<b>AutoPulse® System with Pass Thru</b>  Includes: Backboard, User Guide, Quick Reference Guide, Shoulder Restraints, Backboard Cable Ties, Head Immobilizer, Grip Strips, In-service Training DVD, and one year warranty.	9	\$12,457.00	\$10,758.61	\$96,827.49
2		8700-0752-01	<b>AutoPulse Li-Ion Battery</b>	27	\$935.00	\$807.26	\$21,796.02
3		8700-0753-01	<b>AutoPulse SurePower Charger</b>  Includes User Guide and U.S Power Cord. Standard one (1) year warranty. U.S. Tests, Charges and automatically verifies battery charge level	9	\$2,600.00	\$2,245.66	\$20,210.94
4		8700-000850-40	<b>AutoPulse Quick Case - Blue</b>  All-in-one carrying case and patient moving sheet for the Autopulse Resuscitation System.	9	\$561.00	\$484.36	\$4,359.24
5		8700-0706-01	<b>LifeBand 3 pack</b>  Single-use chest compression band (3 per package)	54	\$425.00	\$0.00	\$0.00

Subtotal: \$143,193.69

**Total: \$143,193.69**

Additional Language
Reflects AutoPulse promotional pricing.
Not to be shipped until on or after April 30, 2022.



**ZOLL Medical Corporation**

269 Mill Road  
Chelmsford, MA 01824-4105  
Federal ID# 04-2711626

Phone: (800) 348-9011  
Fax: (978) 421-0015  
Email: esales@zoll.com

Killeen Fire Department  
Quote No: Q-32172 Version: 1

To the extent that ZOLL and Customer, or Customer's Representative have negotiated and executed overriding terms and conditions ("Overriding T's & C's"), those terms and conditions would apply to this quotation. In all other cases, this quote is made subject to ZOLL's Standard Commercial Terms and Conditions ("ZOLL T's & C's") which for capital equipment, accessories and consumables can be found at <https://www.zoll.com/about-zoll/invoice-terms-and-conditions> and for software products can be found at <http://www.zoll.com/SSPTC> and for hosted software products can be found at <http://www.zoll.com/SSHTC>. Except in the case of overriding T's and C's, any Purchase Order ("PO") issued in response to this quotation will be deemed to incorporate ZOLL T's & C's, and any other terms and conditions presented shall have no force or effect except to the extent agreed in writing by ZOLL.

1. This Quote expires on June 30, 2022. Pricing is subject to change after this date.
2. Applicable tax, shipping & handling will be added at the time of invoicing.
3. All purchase orders are subject to credit approval before being accepted by ZOLL.
4. To place an order, please forward the purchase order with a copy of this quotation to [esales@zoll.com](mailto:esales@zoll.com) or via fax to 978-421-0015.
5. All discounts from list price are contingent upon payment within the agreed upon terms.
6. Place your future accessory orders online by visiting [www.zollwebstore.com](http://www.zollwebstore.com).

**Order Information (to be completed by the customer)**

- Tax Exempt Entity (Tax Exempt Certificate must be provided to ZOLL)
- Taxable Entity (Applicable tax will be applied at time of invoice)

BILL TO ADDRESS	SHIP TO ADDRESS
Name/Department:	Name/Department:
Address:	Address:
City / State / Zip Code:	City / State / Zip Code:

Is a Purchase Order (PO) required for the purchase and/or payment of the products listed on this quotation?

- Yes      PO Number: \_\_\_\_\_      PO Amount: \_\_\_\_\_  
(A copy of the Purchase Order must be included with this Quote when returned to ZOLL)
- No      (Please complete the below section when submitting this order)

For organizations that do not require a PO, ZOLL requires written execution of this order. The person signing below represents and warrants that she or he has the authority to bind the party for which he or she is signing to the terms and prices in this quotation.

**Killeen Fire Department**

Authorized Signature:

\_\_\_\_\_

Name: \_\_\_\_\_

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

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

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

**OFFICE USE ONLY  
 CERTIFICATION OF FILING**

Certificate Number:  
 2022-882818

Date Filed:  
 05/05/2022

Date Acknowledged:

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**  
 ZOLL MEDICAL CORPORATION  
 Chelmsford, MA United States

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

**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.**  
 purchase AutoPulse product  
 to purchase AutoPulse and accessories

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Killeen Fire Department	Killeen, TX United States		X

**5 Check only if there is NO Interested Party.**

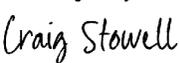
**6 UNSWORN DECLARATION**

My name is Craig Stowell \_\_\_\_\_, and my date of birth is 04/23/1972.

My address is 269 Mill Road \_\_\_\_\_, Chelmsford \_\_\_\_\_ MA \_\_\_\_\_, 01824 \_\_\_\_\_, USA \_\_\_\_\_.  
(street) (city) (state) (zip code) (country)

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

Executed in Middlesex \_\_\_\_\_ County, State of MA \_\_\_\_\_, on the 6<sup>th</sup> day of May \_\_\_\_\_, 2022 \_\_\_\_\_.  
(month) (year)

DocuSigned by:  
  
 \_\_\_\_\_  
966ECBE3491144A... Signature of authorized agent of contracting business entity (Declarant)



# PURCHASE OF MECHANICAL CPR DEVICES

RS-22-074

June 7, 2022

228



## Mechanical Compression Devices

Zoll AutoPulse is a portable mechanical CPR device that provides automated chest compressions.

# Overview

3

- ❑ Killeen Fire Department responds to over 200 Sudden Cardiac Arrest incidents each year. (224 in last 12 months)
- ❑ Currently own 3 Zoll AutoPulse mechanical compression devices (EMS 1, EMS 2, Medic 8)
- ❑ Devices may not arrive on scene for 8-12 minutes
- ❑ Compression fraction is the percentage of time a patient receives compressions while being cared for by First Responders. Compression fraction is directly related to chance of survivability
- ❑ Many variables such as stairs, hallways, patient location in building, loading/unloading in ambulance affect compression fraction
  - ▣ WITHOUT mechanical compression devices usually about 50%-60%
  - ▣ WITH mechanical compression devices usually greater than 85%

# Benefits to Citizens

4

- ❑ Provides high-quality, automated full chest circumference compressions without ever “getting fatigued”
- ❑ Reduces interruptions in CPR by 85%
- ❑ Improves blood flow to heart and brain
- ❑ Increases patient outcomes in clinical trials
  - ▣ Current survival rate for out-of-hospital cardiac arrest is 9% (discharged from hospital alive) with only 7% having good functional status. (2020 National Cardiac Arrest Data Report)
  - ▣ Numerous agencies across the country utilizing this tool and bundle of care have survivability rates at or above 20%

# Benefits to Healthcare Providers

5

- ❑ Reduces exposures to infectious diseases like COVID-19 by creating space between the provider and the patient
- ❑ Reduces healthcare provider fatigue
- ❑ Improves provider safety during transport
- ❑ Increases the efficiency of caregiving teams by freeing up hands for other critical tasks

# Features

6

- Portable, battery operated, and easy to use
- Improved efficiency by squeezing the patient's chest circumference versus single direction piston driven devices
- Built-in stabilizing board and soft stretcher that allows CPR to continue while moving patients through tight corridors

# Funding

7

- Zoll AutoPulse is a sole source expenditure
  - ▣ Only manufactured and marketed by Zoll Medical Corp.
  - ▣ No other devices like it on the market due to its mechanism of action (full circumference chest compression) and features
- One time purchase of \$143,193.69
  - ▣ CDBG COVID Funds (CARES Act)

# Alternatives

8

- Purchase the mechanical compression devices
- Do not purchase the mechanical compression devices

# Recommendation

9

- Staff recommends that the City Council authorize the City Manager to execute the purchase of 9 mechanical compression devices from Zoll Medical Corporation



# City of Killeen

## Staff Report

File Number: RS-22-075

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1	City Council Workshop	06/07/2022	Reviewed and Referred	City Council	06/14/2022
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**DATE:** June 7, 2022

**TO:** Kent Cagle, City Manager

**FROM:** James Kubinski, Fire Chief

**SUBJECT:** Land Purchase for Killeen Fire Department Facilities

### **BACKGROUND AND FINDINGS:**

City Council approved \$11.9 million in ARPA funding for an EOC/Support/Training Complex in the FY 2022 Budget. On May 3, 2022, City Council provided a motion of direction to move FY 2021 fund balance from the General Fund in excess of 22% to the Governmental CIP fund in a future budget amendment to build the city's ninth fire station.

The construction of an EOC/Support/Training complex will allow the fire department to provide training to Killeen Fire Department personnel and other city employees on how to respond to a declared emergency as well as allow for enhanced response to needs associated with a declared emergency. The construction and opening of a fire station in the identified area will help to improve response times, maintain the city's Insurance Services Organization (ISO) rating, and add much needed resources to the city fire department.

Many properties were considered in a general area identified in the Fire Department Master Plan as Trimmier Road and Kelley Road for this project. The property located at 9132 Trimmier Road was found to be ideal for multiple reasons that include, but are not limited to, size, relatively flat topography, and proximity to existing infrastructure such as fiber, water, and electric. Additional factors include the ability to co-locate the EOC on the same site as the ninth fire station and significant construction savings with building the fire station and EOC/Support/Training projects at the same time. The owner of the property, Killeen Independent School District, was contacted by Killeen Fire Department staff to inquire about their plans for the identified property. Expansion of the Sheridan Transportation Facility is planned, but there is land available to fit the needs of the fire department. An agreement has been reached for the purchase of 15 acres of land on the property with frontage on Trimmier Road.

### **THE ALTERNATIVES CONSIDERED:**

Approve the Land Purchase agreement with Killeen Independent School District

Do Not Approve the Land Purchase agreement with Killeen Independent School District

**Which alternative is recommended? Why?**

Staff recommends that the City Council approve the purchase of 15 acres of land located at 9132 Trimmier Road from the Killeen Independent School District in the amount \$360,000. The parcel is right sized for the current needs of the Killeen Fire Department as well as for future growth that the department is expected to see in the next 20 years as it pertains to Emergency Preparedness and training.

**CONFORMITY TO CITY POLICY:**

The land purchase conforms to all applicable city policies.

**FINANCIAL IMPACT:**

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

The cost of the land is \$360,000 for this fiscal year with no future expenditure expected for land purchase on this site in future fiscal years.

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

One-time expenditure.

**Is this expenditure budgeted?**

Yes, funds are available in the Governmental CIP fund account 349-8970-493.69-02.

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

N/A

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

Yes

**RECOMMENDATION:**

Staff recommends the purchase of 15 acres of land, located at 9132 Trimmier Road, from the Killeen Independent School District for construction of an EOC/Support/Training site and fire station in the amount of \$360,000.

**DEPARTMENTAL CLEARANCES:**

Fire Department  
Legal  
Finance

Development Services  
Community Development

**ATTACHED SUPPORTING DOCUMENTS:**

Staff Assessment  
Land Acquisition Memo  
Land Acquisition Letter  
Site Concept Plan  
Appraisal  
Agreement

---

Staff conducted a due diligence report on property locally addressed as 9132 Trimmier Rd, Killeen, Texas as requested. This report includes current zoning, plat status, water/sewer availability, and floodplain information.

---

**Property Information:**

Property ID: 455443

Property Address: 9132 TRIMMIER RD, KILLEEN, TEXAS

Property Size: Approximately 15.087 Acres



Figure 1. **Aerial Map**



Figure 2. **Subject Property Looking West.** Source: Google Maps

**Current Zoning and Plat Information:**

Current Zoning



Figure 3. **Current Zoning Map**

The property is currently zoned 'SR-1' (Suburban Residential Single-Family Residential District). This zoning designation allows for single family detached dwellings and any use permitted under [section 31-186\(1-13\(b\)\)](#) of the Killeen Code of Ordinances. Under Sec. 31-187(7), Public buildings, including libraries, museums, police, and fire stations are allowed.

Plat

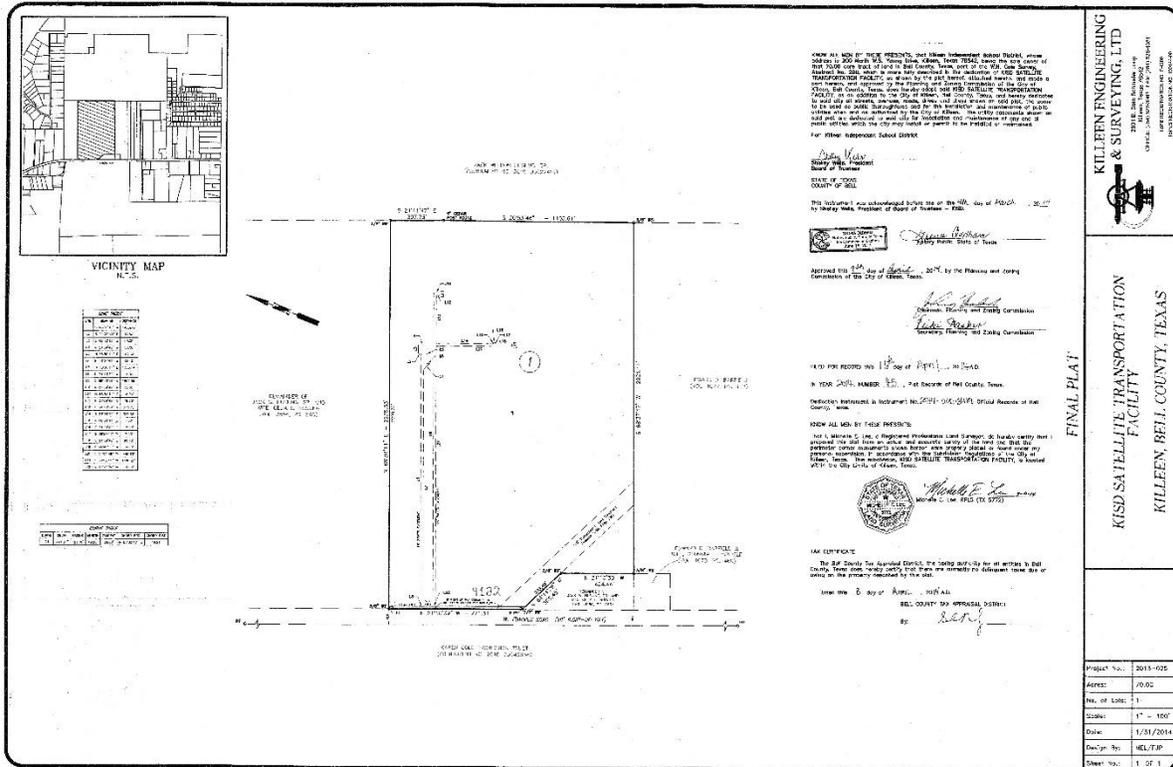


Figure 4. KISD Satellite Transportation Facility Final Plat

The site is 15.087 acres out of 70.00 acres of the property platted as KISD Satellite Transportation Facility, Block 001, Lot 0001 on April 16, 2014. Site will need to be platted to display the specific site.

## Water and Sewer

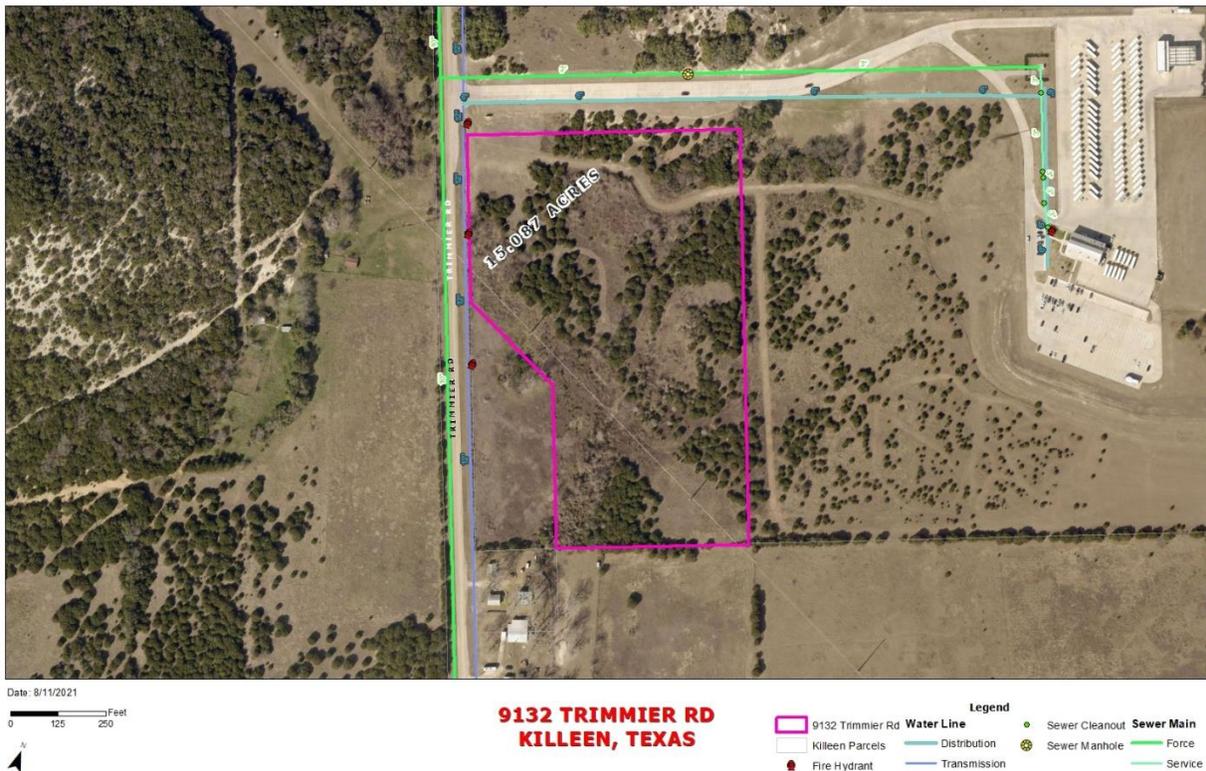


Figure 5. Water and Sewer Map

There is a 12" transmission water line on the west side of the site and a 6" distribution water line on the north side of the site. There are 3 fire hydrants found on the west side of the site located on the east side of Trimmier Road.

There is also a 10" force sewer main on the west side of the site across Trimmier Road and a 3" force sewer main on the north side of the site across a private road. There is one sewer manhole near the northeast of the site across the same private road.

## FEMA Flood Hazard

There are no known environmental constraints for this tract. The site is not within any FEMA regulatory Special Flood Hazard Area (SFHA) and there are no known wetlands on or adjacent to the parcel.



## INTEROFFICE MEMORANDUM

**TO:** Kent Cagle, City Manager

**FROM:** James C. Kubinski, Fire Chief

**DATE:** **January 03, 2022**

**SUBJECT:** **VOLUNTARY ACQUISITION PROCESS BACKGROUND COMPLIES WITH 49 CFR 24.10 (B) (1-5)**

The Killeen Fire Department was approved to receive 11.9 million dollars in ARPA funding to construct a new Emergency Operations, Training, & Support Center by City Council in the middle part of 2021. Numerous locations were considered based on the needs, scope, and size of the project. Upon approval of the funding allocation the initial site identified was land directly adjacent to Killeen Fire Station #6 which is already owned by the City of Killeen. Based on the needs of the project it was determined that the size of the land available was too small and would not support the project. In October and November of 2021 Chief Officers from the Killeen Fire Department identified other land parcels as potential sites for the project. The sites identified include the following:

- 4888 Roy J. Smith Drive
- Land adjacent to the Killeen Police Department

As the above properties were explored, the Killeen Fire Department received a Master Plan completed by a 3rd party vendor that identified many future needs for the Killeen Fire Department to include a new fire station in the areas on Trimmier Road between Chaparral Road and Stagecoach Road. Based on the master plan it was determined a site that would fit both a new station and the Emergency Operations, Training, & Support Center would be necessary. The site would need to be approximately 15 Acres which considers land for future expansion of public safety needs as the city continues to grow. These sites were identified and considered in November and December 2021. The sites considered in the identified area include the following:

- 8885 Trimmier Road – For Sale – 5.78 Acres – Size too small
- 9888 Trimmier Road – For Sale – 30 Acres – Size too large



During this time the Killeen Independent School District inquired about city owned property, and a potential land swap being explored, for a future grade school. In that discussion it was determined that the land swap was not feasible and discovered that land they possessed at 9132 Trimmier Road was no longer going to be utilized for the future grade school project. The surplus land at this KISD owned site fits all the criteria identified by the Killeen Fire Department as a potential site for the project. Those criteria are:

- 15 Acres for current and future buildings to include a Fire Station, and Emergency Operations, Training, & Support Complex
- No developed residential subdivisions adjacent to the property
- Located in an area identified in the Master Plan as needing a new fire station

It is my recommendation that we move forward with the voluntary acquisition process of negotiating the purchase of 15 acres of land from the Killeen Independent School District located at 9132 Trimmier Road which will be utilized as the City of Killeen Emergency Operations, Training & Support Complex and future 9th Fire Station.

#### Voluntary Acquisition Process Outline

- Proper notifications to be sent to owner (KISD) to inform owner that the City will not use the power of eminent domain authority to acquire said property.
- City will notify KISD that the City will not acquire the property if negotiations fail.
- Fair Market Value will be determined by appraisal of said property.
- Appraisal will meet the definition found at 49 CFR 24.2 (a) (3).
- City will inform KISD in writing of the estimated market value.
- Owner and any owner occupants are not eligible for relocation assistance/displaced tenants may be eligible ( see 24.2 (a) (9) (ii).

**James Kubinski**  
Digitally signed by James Kubinski  
DN: CN=James Kubinski, C=US,  
E=jkubinski@killeentexas.gov  
Reason: I am the author of this document  
Date: 2022-05-11 13:21:35

James C. Kubinski  
Fire Chief



CITY OF KILLEEN  
CITY MANAGER'S OFFICE

May 2, 2022

Killeen Independent School District  
Attn: Dr. John Craft, Superintendent  
200 N. WS Young Drive  
Killeen, TX 76542

RE: Purchase of Trimmier Road Land

Dear Dr. Craft:

The City of Killeen is interested in acquiring property you own at 9132 Trimmier Road in Killeen, Texas, for a proposed project and may utilize federal resources.

Please be advised that the City of Killeen possesses eminent domain authority to acquire property; however, in the event you are not interested in selling your property, or we cannot reach an amicable agreement for the purchase of your property, we will not pursue its acquisition under eminent domain. Your property is not a necessary part of the proposed project and is not part of an untended, planned or designated project area where substantially all of the property within the area is to be acquired.

We are prepared to offer you \$360,000 to purchase your property. We believe this amount represents the current market value of your property. Please contact us at your convenience if you are interested in selling your property.

In accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA), owner-occupants who move as a result of a voluntary acquisition are not eligible for relocation assistance.

If you have any questions about this notice or the proposed project, please contact Fire Chief James Kubinski at (254) 501-7671.

Sincerely,

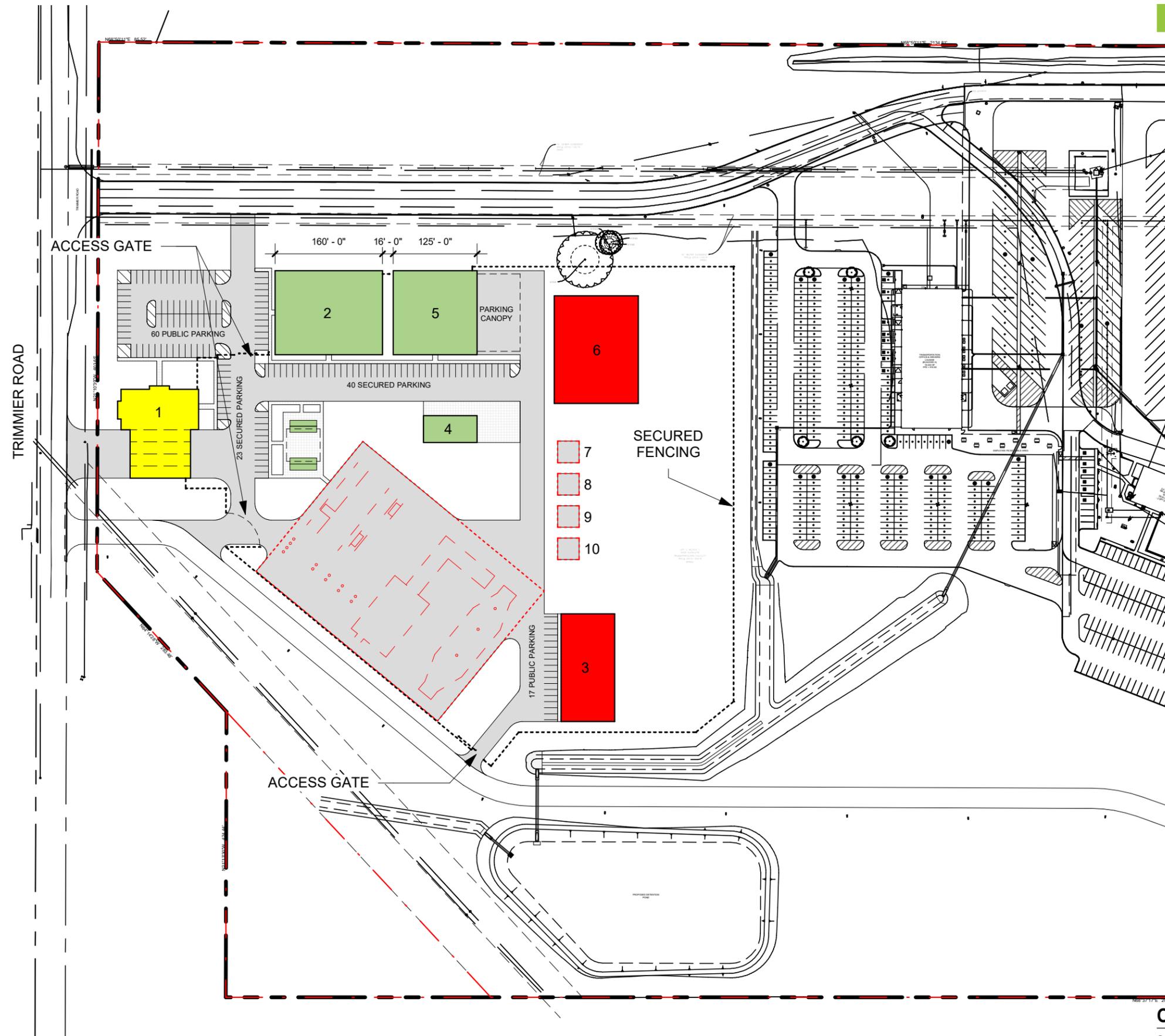
Kent  
Cagle

Digitally signed by  
Kent Cagle  
Date: 2022.05.03  
08:39:57 -0500

Kent Cagle  
City Manager



# KILLEEN FIRE DEPARTMENT TRAINING CAMPUS



- |   |           |
|---|-----------|
| 1. FIRE STATION                         | 12,000 SF |
| 2. EOC / TRAINING BUILDING              | 16,000 SF |
| 3. POLICE/FIRE SHARED TACTICAL TRAINING | 12,800 SF |
| 4. CLASS "A" / "B" BURN BUILDING        |           |
| 5. SUPPORT/MAINTENANCE                  | 12,600 SF |
| 6. FUTURE TRAINING/SUPPORT EXPANSION    |           |
| 7. CAR FIRE PROP                        |           |
| 8. DUMPSTER FIRE PROP                   |           |
| 9. TREE PROP                            |           |
| 10. PROPANE TANK PROP                   |           |

TOTAL PUBLIC PARKING 19 SPACES  
TOTAL SECURED PARKING 60 SPACES

- PHASE I   
PHASE II   
PHASE III

OPTION 1

SCALE: 1" = 160'-0"

02/15/2022



# APPRAISAL REPORT OF



TBD 15 Acres out of 9132 Trimmier Rd.  
Killeen, TX 76542

## PREPARED FOR

Killeen Independent School District, C/O JJ Johnson  
P.O. Box 967  
Killeen, TX 76540

## AS OF

December 21, 2021

## PREPARED BY

Steven Grant Gryseels  
GrantGryseels@yahoo.com, (254) 541-0890  
Hal Dunn & Associates: 5106 S. General Bruce Dr., Suite 200, Temple, TX 76502

Borrower	N/A						
Property Address	TBD 15 Acres out of 9132 Trimmier Rd.						
City	Killeen	County	Bell	State	TX	Zip Code	76542
Lender/Client	Killeen Independent School District, C/O JJ Johnson		Address P.O. Box 967, Killeen, TX 76540				

December 30, 2021

Killeen Independent School District  
C/O JJ Johnson  
P.O. Box 967  
Killeen, TX 76540

**Attention (Intended User):** Killeen Independent School District, C/O JJ Johnson

Re: Appraisal of real property (vacant land) located at TBD 15 Acres out of 9132 Trimmier Rd., Killeen, TX 76542

Legal: 15 acres out of Lot 1, Block 1, KISD Satellite Transportation Facility, Killeen, Bell County, TX

In accordance with your request, I have physically-viewed the above-referenced property, and developed this appraisal report in order to estimate its market value. I have done research into various factors that influence its market value. The report of that appraisal is attached. The objective/purpose of this appraisal is to estimate the market value of the property described in this report, as-is, in unencumbered fee-simple title of ownership.

The intended use of this appraisal is for the client to make financial decisions regarding the subject property. This appraisal will establish a market value of the real estate for the exclusive use of the client. **The purpose of this appraisal is to provide an opinion of market value along with relevant analysis and data for the client.** This appraisal was prepared for utilization solely by the client in making financial decisions regarding the subject property. I have performed no appraisal or other specified service as an appraiser or in any other capacity regarding the property that is the subject of this report within the three-year period immediately preceding the acceptance of this assignment.

This report is based on a physical observation of the site, a locational analysis of the neighborhood and city, and an economic analysis of the market for properties such as the subject. This report determined the highest and best use of the subject, completed or analyzed the three approaches to value (when appropriate), and has reconciled the appropriate approaches to value into a final estimate of market value. The appraisal was developed and the report was prepared in accordance with the Uniform Standards of Professional Appraisal Practice. According to the Uniform Standards of Professional Appraisal Practice, this report fulfills the requirements of an 'Appraisal Report' (formerly known as a Summary Report).

The market value conclusions reported are as of the effective date stated in the body of the report, and are contingent upon the certification and limiting conditions attached. I am not required to testify or explain the appraisal results other than respond to the client's routine and customary questions. This cover letter is invalid as an opinion of value without the attached report that contains the text, exhibits, and addenda.

The existence of any hazardous substances, including and without limitation to asbestos, radon gas, petroleum leakage, or agricultural chemicals, mold, fungus, or any other environmental conditions, including any cemeteries or burial grounds, which may or may not be present on or within the property, were not called to the attention of the appraiser nor did this appraiser become aware of such during the inspection of the subject. This appraiser has no knowledge of the existence of such materials, unless otherwise noted. This appraiser is not qualified to detect or test for such substances or conditions. If such substances exist on the subject property, the finding and removal of those could be quite costly and could substantially affect the value of the property. The final value estimate is predicted on the assumption that there is no such condition on, near, or within the property, or within such proximity thereto that it would cause a loss of value. No responsibility is assumed for any such conditions, or for expertise including engineering knowledge required to discover them. A new survey, title commitment, or qualified engineer, surveyor, or other professional would be required to make easement, encroachment, drainage condition, deed restriction, liens, soil condition, exact land size, availability and location of utilities, environmental condition, flood condition, lead-based paint condition, mold and/or fungus condition, asbestos condition, septic system condition, water well conditions, HVAC condition, roofing condition, structural condition, and other condition determinations regarding the subject property. We are not property inspectors, therefore we always recommend getting a full inspection and construction estimate to know more about the condition of the subject property, and any possible need for repairs and what the cost might be for those repairs.

After consideration of the data, discussion, and analysis contained within this report, and subject to the hypothetical conditions, extraordinary assumptions, and other assumptions and limiting conditions, it is concluded that the market value of the subject property, with an estimated marketing period and exposure time of 180 to 365 days, as of December 21, 2021, is:

**\$24,000 Per Acre**  
**or**  
**\$360,000 (Three Hundred & Sixty Thousand Dollars) As-Is, Fee-Simple**

It has been a pleasure to assist you. Please do not hesitate to contact us if we can be of additional service to you.

Appraiser Name Steven Grant Gryseels Supervisor Name \_\_\_\_\_  
Steven Grant Gryseels

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Borrower N/A

Property Address TBD 15 Acres out of 9132 Trimmier Rd.

City Killeen County Bell State TX Zip Code 76542

Lender/Client Killeen Independent School District, C/O JJ Johnson Address P.O. Box 967, Killeen, TX 76540

"I Certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved.
- My compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event.
- This appraisal assignment was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.
- My analyses, opinions, and conclusions were developed and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and the Standards of Professional Practice of the Appraisal Institute, and in conformity with the Uniform Standards of Professional Appraisal Practice.
- I have made a personal inspection of the property that is the subject of this report.
- No one provided significant professional assistance to the person or persons signing this report.
- This appraisal was prepared based upon my experience, and the data available.
- I have not been engaged to provide, and this appraisal does not provide a warranty of any kind that the conclusions set forth in this report will, in fact, be realized.
- I have not been engaged to evaluate the effectiveness of the management of the subject property.
- I have not been engaged to be responsible for future marketing efforts and other actions of management of the subject property, and they may affect the actual results.
- I have not been engaged to take responsibility for any circumstances, events, or conditions in the economy or marketplace that take place or exist subsequent to the effective date of this appraisal.
- This appraisal has not and can not be re-addressed to another client. No other user is intended.
- This appraisal makes no reduction for commissions on the sale of the subject property, unpaid taxes, or liens against the subject property.
- Through my experience, education, and other resources, I have established sufficient competence to appraise the subject property. I am an employee of, and an appraiser for, CenTex Valuation LLC, as well as, Hal Dunn & Associates.
- I have performed no other appraisal or other specified service as an appraiser or in any other capacity regarding the property that is the subject of this report within the three-year period immediately preceding the acceptance of this assignment."

Appraiser Name

  
Steven Grant Gryseels

Supervisor Name \_\_\_\_\_

## PURPOSE OF ASSIGNMENT

The purpose of this report is to present this appraiser's concluded opinion of the market value of the fee-simple estate (Full ownership of the complete bundle of rights; Unencumbered by any other interest or estate, subject only to the limitations imposed by the government powers of escheat, eminent domain, taxation, and police power) and surface estate of the subject property as of the effective date of this report, along with a summary of the data and rationale that support this conclusion for the exclusive use of the client.

Your appraiser will estimate the market value of the property described in this report in as-is, fee-simple title of ownership. The intended use of this appraisal is for the client to make financial decisions regarding the subject property.

## NEIGHBORHOOD

See the overall subject neighborhood map in the addenda for the approximate boundaries estimated for the overall subject neighborhood. The neighborhood consists of various commercial, industrial, agricultural, rural-residential, and suburban single-family residential properties, the majority of which are maintained and show pride of ownership.

The subject has good marketability and appeal. This neighborhood has good appeal to the marketplace. This is a growing neighborhood with several new developments. The subject is located in an area with a high-occupancy rate among all types of properties.

The subject is considered to be well-located within the city of Killeen. The subject is located off of Trimmier Rd. which is a minor arterial roadway. The subject is in close proximity to other heavily-trafficked roadways. In addition, there are two roadways proposed to run east to west, just to the north and south of the subject property (See Future Road Map in addenda of this report), both of which should increase visibility of the subject property, access, and traffic flow in this area.

Primarily because of the growth of Fort Hood, the greater Killeen region has experienced tremendous growth that will last well into the future. Killeen's economy is almost 100% dependent upon the military, but it does have a few industries and distributors. The area is also a military retirement area. Fort Hood, covering over 340 square miles, is one of the largest military bases in the free world. It is the only post in the United States capable of training and stationing two armored divisions. There are reportedly over 50,000 military personnel stationed at the base.

In conclusion, the general area has been growing at a healthy pace over the past ten years. Fort Hood is reportedly the largest single-site employer in the state of Texas, and has a multi-billion dollar impact on the community. Killeen's economy, which is tied closely to Fort Hood, is based upon a stabilized Fort Hood and upon the growing local economy, and the long term growth of the Killeen/Bell County area appears to be good.

Property values in this neighborhood are expected to remain stable in the foreseeable future. See the Quickfacts and Neighborhood Data summaries in the addenda of this report.

## REASONABLE MARKETING PERIOD AND EXPOSURE TIME

The subject has an estimated marketing period and exposure time of 180 to 365 days, based on the location of the subject property, sales of comparable properties, the opinions of knowledgeable broker's in this area, and assuming reasonable and proper marketing of the subject. This would include competent and professional marketing, and no significant or abrupt changes to the national or local economy.

As of the effective date, the short and long-term impact on the market from the COVID-19 virus is unknown; however, it is reasonable to assume that current restrictions in market activity, due to the virus, will possibly extend marketing times beyond the current levels. This assumption has been taken into consideration with regards to the estimate of reasonable marketing period and exposure time. At this time, the appraiser assumes that there will be a delay in market activity, but not a significant long-term shift in demand or supply which would result in a significant change in market prices. These are considered to be extraordinary assumptions which, if proven false, could impact the opinions and conclusions expressed herein.

## PROPERTY DESCRIPTION

### **Legal Description:**

15 acres out of Lot 1, Block 1, KISD Satellite Transportation Facility, Killeen, Bell County, TX

### **History of the Subject Property:**

According to county records, the subject (out of CAD ID#455443) property has been under the ownership of Killeen Independent School District for more than 3 years prior to the effective date of this appraisal. Land details will be provided later in this report. No current listings, options, or agreements of sale of the subject property were discovered or observed over the course of this appraisal. This appraisal is needed by the client to make financial decisions regarding the subject property.

### **Zoning:**

According to the City of Killeen, the subject property is zoned SR-1 (Suburban Residential). See the Zoning Map in the addenda of this report.

### **Description of the Land:**

The subject property is of level to gently-sloping topography. **It has not been individually platted or subdivided as of the effective date of this appraisal.** It is pasture land with some tree-cover, primarily native cedar trees. In total, the subject is proposed to cover approximately 15 acres according to the site plan. The subject property is located in Census Tract 225.02. The subject land appears to be served with or have access to public water, sewer, and electricity, however this should be confirmed by all parties involved in a potential sale.

The subject property is located in Flood Zone X according to the FEMA Flood Insurance Rate Map. Zone X is defined as outside the 0.2% annual chance floodplain; this does not imply that the subject property and/or its improvements will be free from flooding or flood damage; this flood statement shall not create liability on the part of this appraiser. There do appear to be some wetland areas, however, which can be seen on the Wetlands Map in the addenda of this report; a full survey would be required to know for sure; as of now, they are considered to be non-adverse features.

The subject has frontage on, and ingress/egress from, Trimmier Rd. which is a 2-way, 2-lane (1 lane in each direction), asphalt-paved, publicly-maintained roadway. It is often referred to as "West" Trimmier Rd. because there is also an East Trimmier Rd. even though they both run north to south.

There is a transmission electrical line easement near the subject property, but is proposed to not run through the subject property; there is a water line easement that is either on or near the subject's northern property line; a full survey would be required to know for sure; as of now, they are considered to be non-adverse features.

As of now, it is unknown as to whether there would be individual access (driveway for ingress/egress) granted from Trimmier Rd. for the subject 15-acre tract or if there will be shared access from the adjacent existing driveway. This appraisal will assume that in either scenario, adequate access is available to the subject tract for any future development.

A new survey, title commitment/policy, environmental survey, or site evaluation report would be required in order to know more about the subject property such as existing easements, encroachments, overall exact land size, availability and location of utilities, environmental conditions (above and below ground level), deed restrictions, drainage conditions, flood conditions, liens, soil conditions, roofing conditions, HVAC conditions, asbestos conditions, lead-based paint conditions, mold and/or fungus conditions, structural conditions, and other site features and conditions.

Unless mentioned specifically, the final value estimate is predicated on the assumption that there is no such condition on, near, or within the property, or within such proximity thereto that it would cause a loss of value. Your appraiser is not a property inspector or surveyor, therefore no responsibility is assumed for any such conditions, or for expertise including engineering knowledge required to discover them. Unless mentioned specifically, this appraisal assume's that any easements or encroachments on the subject property are non-adverse.

### **Hypothetical Conditions and Extraordinary Assumptions:**

This appraisal will be made under the following hypothetical conditions and extraordinary assumptions:

The subject has not been individually platted or subdivided as of the effective date of this appraisal.

The subject land appears to be served with or have access to public water, sewer, and electricity, however this should be confirmed by all parties involved in a potential sale; it is assumed that there is nothing that would prevent the subject property from being a stand-alone economic entity.

There do appear to be some wetland areas, however, which can be seen on the Wetlands Map in the addenda of this report; a full survey would be required to know for sure; as of now, they are considered to be non-adverse features.

There is a transmission electrical line easement near the subject property, but is proposed to not run through the subject property; there is a water line easement that is either on or near the subject's northern property line; a full survey would be required to know for sure; as of now, they are considered to be non-adverse features.

As of now, it is unknown as to whether there would be individual access (driveway for ingress/egress) granted from Trimmier Rd. for the subject 15-acre tract or if there will be shared access from the adjacent existing driveway. This appraisal will assume that in either scenario, adequate access is available to the subject tract for any future development. The KISD Transportation Facility might create a noise issue for the subject, however at the present time, it is unknown as to whether that would be significantly adverse enough to require an adjustment; this appraisal will assume it to be non-adverse, but it should be confirmed by any potential parties.

Unless mentioned specifically, it is assumed that the subject property and any improvements fulfill any and all requirements for all of the improvements and uses (including drainage, meters, solid waste, etc.) to be in place, up to code, permitted, and working properly.

Unless mentioned specifically, this appraisal will be made assuming that the title is clear, and that there are no adverse easements, encroachments, environmental conditions (above or below ground), lead-based paint conditions, deed restrictions, drainage issues, flood conditions, soil conditions, liens, back taxes, existing leases, life estates, roofing conditions, asbestos conditions, mold conditions, fungus conditions, HVAC conditions, well conditions, sewer or septic conditions, structural conditions, and other adverse site features and conditions on the subject property.

It will be assumed that there are no issues involving unrecorded or unplatted agreements for easements, utilities, encroachments, proposed right-of-ways, access on or to the subject property, life estates, or multiple ownership interests. Franchise/business fees, costs, business value, sub-surface/mineral rights, and individual percentages of ownership are not included, nor evaluated in this appraisal. Non-fixtures and personal property will not be given an estimate of value in this appraisal. There are no known improvements on the subject property, therefore none will be considered in this appraisal; this is a land appraisal only.

Your appraiser is not a property inspector; therefore he always recommends getting a full inspection and construction estimate to know more about the condition of the subject property, and any possible need for repairs and what the cost might be for those repairs. Unless mentioned specifically, this appraisal will assume that there are no items needing repaired or replaced.

Any and all subject property data and comparable property data provided by the owner, our client, agents, property managers, appraiser colleagues, comparable databases, public maps, and other sources, are assumed to be accurate, confirmed, and up to date; your appraiser is not an expert in all of the areas related to the subject and comparable properties; some data cannot be verified; some findings are communicated by your appraiser, but may or may not be the findings or opinion of your appraiser.

Your appraiser assumes that the comparable information is correct, and this appraisal is based on the extraordinary assumption that all of the information provided to your appraiser and discovered online is accurate. Should any information become available that is contradictory to this assumption, your appraiser reserves the right to revisit and/or amend this appraisal, if necessary.

Your appraiser's conclusion of market value is based upon the assumption that there are no hidden or unapparent conditions on the subject property that might impact its buildability, usability, current use, or proposed use. Your appraiser recommends due diligence be conducted through the local building department or municipality to investigate further buildability, feasibility, and whether or not the subject property is suitable for the current use and other proposed uses. Your appraiser makes no representations, guarantees, or warranties. The subject is assumed to have legal/developable use.

Any and all services or businesses in operation or to be in operation on the subject property are assumed to be doing so legally, and in compliance with any and all local, state, and federal guidelines.

As of the effective date, the short and long-term impact on the market from the COVID-19 virus is unknown; however, it is reasonable to assume that current restrictions in market activity, due to the virus, will possibly extend marketing times beyond the current levels. This assumption has been taken into consideration with regards to the estimate of reasonable marketing period and exposure time. At this time, the appraiser assumes that there will be a delay in market activity, but not a significant long-term shift in demand or supply which would result in a significant change in market prices. These are considered to be extraordinary assumptions which, if proven false, could impact the opinions and conclusions expressed herein.

These conditions and assumptions or lack thereof might have affected the assignment results.

**Date of Market Value and Date of Inspection:**

The market value estimate is made based upon knowledge and data available on December 21, 2021. The subject property was physically inspected on December 21, 2021.

**HIGHEST AND BEST USE**

Highest and best use may be defined as the reasonably probable and legal use which is physically possible, appropriately supported, financially feasible, and that results in the highest value. It is the most profitable likely use to which a property can be used. The opinion of such use may be based upon the highest and most profitable continuous use to which the property is adapted and needed, or likely to be in demand, in the reasonably near future.

As implied in its definition, the highest and best use of a property must be:

1. Legally permissible;
2. Physically possible;
3. A use for which there is a demand in the area;
4. Financially feasible;
5. Reasonably probable and not speculative nor conjectural;
6. Profitable;
7. Deliver to the land the highest net return for the longest period of time, or be maximally productive.

The neighborhood consists of various commercial, industrial, agricultural, rural-residential, and suburban single-family residential properties, the majority of which are maintained and show pride of ownership.

The subject has good marketability and appeal. This neighborhood has good appeal to the marketplace. This is a growing neighborhood with several new developments. The subject is located in an area with a high-occupancy rate among all types of properties.

The subject is considered to be well-located within the city of Killeen. The subject is located off of Trimmier Rd. which is a minor arterial roadway. The subject is in close proximity to other heavily-trafficked roadways. In addition, there are two roadways proposed to run east to west, just to the north and south of the subject property (See Future Road Map in addenda of this report), both of which should increase visibility of the subject property, access, and traffic flow in this area.

Taking all of the above into consideration, a new suburban-residential development would meet all of the above criteria based on several factors including the size of the subject tract, the location of the subject property, the zoning of the subject property, the occupancy of others in the area, the general economic condition of this market, the visibility of the subject property, and the probable future operating performance of the subject. It is also the opinion of your appraiser that this use would deliver to the land the highest net return for the longest period of time, or be maximally productive.

**Based on the location of the subject property, the zoning of the subject property, the size of the subject property, the nature and layout of the subject property, and the uses of surrounding properties, it is the opinion of your appraiser that the highest and best use of the subject property is Suburban-Residential.**

## **DEFINITION OF MARKET VALUE**

### **Market Value (Source: The Appraisal of Real Estate, 11th Edition by the Appraisal Institute):**

The most probable price, as of a specified date, in cash, or in terms equivalent to cash, or in other precisely revealed terms, for which the specified property rights should sell after reasonable exposure in a competitive market under all conditions requisite to a fair sale, with the buyer and seller each acting prudently, knowledgeably, and for self-interest, and assuming that neither is under undue duress.

Fundamental assumptions and conditions presumed in this definition are:

1. Buyer and seller are motivated by self-interest.
2. Buyer and seller are well informed, well advised, and are acting prudently in what they consider their own best interests.
3. The property is exposed for a reasonable time on the open market.
4. Payment is made in cash in United States dollars, or in terms of financial arrangements comparable thereto.
5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

## **VALUATION PROCESS**

The Sales Comparison Approach will be used to estimate the market value of the subject land as a whole. This approach utilizes sales of comparable properties to conclude a value estimate for the subject property. This involves comparing the sales to the subject property, and making the required adjustments for factors that affect the value of the land. This approach is based on the idea that a property's value may be equated with the cost of acquiring an equally desirable substitute/alternative property. Relying upon the principle of substitution, this approach estimates value by a comparison of the subject with comparable properties. Differences between the comparable's and the subject are considered. A value from the Sales Comparison Approach is then concluded from the values indicated by the adjusted price per square foot or price per acre of the comparable properties.

The Cost Approach and Income Approach were not applicable approaches to value in this assignment.

## **SCOPE OF THE APPRAISAL ASSIGNMENT**

The following steps and procedures were completed in processing this appraisal assignment:

- 1.) Definition of the objective/purpose of the appraisal.
- 2.) Inspection of the subject neighborhood.
- 3.) Inspection of the subject property.
- 4.) Gather economic data which pertains to the subject property, neighborhood, and region.
- 5.) Determine the highest and best use of the subject property.
- 6.) Determine the appraisal techniques which are appropriate for the subject property.
- 7.) Process Sales Comparison Approach for the land.
  - A.) Select comparable's from data gathered from various multiple listing services, other databases, our files, other appraisers, and other agents.
  - B.) Analyze comparable's by comparing them to the subject property; Make appropriate adjustments to the comparable's for factors that affect land value, and use this analysis to estimate the market value of the subject land as a whole based on a price per square foot or price per acre basis.

# LAND APPRAISAL REPORT

**IDENTIFICATION**

Borrower N/A Census Tract 0225.02 Map Reference 42A11  
 Property Address TBD 15 Acres out of 9132 Trimmier Rd.  
 City Killeen County Bell State TX Zip Code 76542  
 Legal Description 15 acres out of Lot 1, Block 1, KISD Satellite Transportation Facility, Killeen, Bell County, TX  
 Sale Price \$ N/A Date of Sale N/A Loan Term N/A yrs. Property Rights Appraised  Fee  Leasehold  De Minimis PUD  
 Actual Real Estate Taxes Not yet available (yr) Loan Charges to be paid by seller \$ N/A Other Sales Concessions N/A  
 Lender/Client Killeen Independent School District, C/O JJ Johnson Address P.O. Box 967, Killeen, TX 76540  
 Occupant N/A Appraiser Steven Grant Gryseels Instructions to Appraiser Market value of fee-simple interest of the subject property, as-is.

**NEIGHBORHOOD**

Location	<input type="checkbox"/> Urban	<input checked="" type="checkbox"/> Suburban	<input type="checkbox"/> Rural	Good	Avg.	Fair	Poor
Built Up	<input type="checkbox"/> Over 75%	<input checked="" type="checkbox"/> 25% to 75%	<input type="checkbox"/> Under 25%	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Growth Rate	<input type="checkbox"/> Fully Dev.	<input checked="" type="checkbox"/> Rapid	<input type="checkbox"/> Steady	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Property Values	<input type="checkbox"/> Increasing	<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> Declining	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Demand/Supply	<input type="checkbox"/> Shortage	<input checked="" type="checkbox"/> In Balance	<input type="checkbox"/> Oversupply	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Marketing Time	<input type="checkbox"/> Under 3 Mos.	<input type="checkbox"/> 3-6 Mos.	<input checked="" type="checkbox"/> Over 6 Mos.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Present Land Use	<u>50</u> %1 Family	<u>5</u> %2-4 Family	<u>    </u> % Apts	<u>    </u> % Condo	<u>4</u> % Commercial	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Change In Present Land Use	<input type="checkbox"/> Not Likely	<input checked="" type="checkbox"/> Likely(*)	<input checked="" type="checkbox"/> Taking Place (*)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(*) From <u>Vacant land</u> To <u>Residential</u>				<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Predominate Occupancy	<input checked="" type="checkbox"/> Owner	<input type="checkbox"/> Tenant	<u>    </u> % Vacant	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Single Family Price Range	\$ <u>55,000</u> to \$ <u>500,000</u>	Predominant Value \$ <u>150,000</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Single Family Age	<u>0</u> yrs to <u>75</u> yrs.	Predominant Age <u>10</u> yrs	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments including those factors, favorable or unfavorable, affecting marketability (e.g. public parks, schools, view, noise): This is a growing neighborhood with several new developments. The subject is located off of Trimmier Rd. which is a minor arterial roadway. There are two roadways proposed to run east to west, just to the north and south of the subject property (See Future Road Map in addenda of this report), both of which should increase visibility of the subject property, access, and traffic flow in this area. The KISD Transportation Facility might create a noise issue for the subject, however it is unknown as to whether that would be enough to require an adjustment.

**SITE**

Dimensions Survey Required = 15 acres  Corner Lot  
 Zoning Classification Suburban Residential 1 Present Improvements  do  do not conform to zoning regulations  
 Highest and best use  Present use  Other (specify) Suburban Residential  
 Elec.  Public  Other (Describe)      OFF SITE IMPROVEMENTS Topo Level to Gently-Sloping  
 Gas  Street Access  Public  Private Size 15 acres  
 Water  Surface Asphalt Shape Irregular  
 San. Sewer  Maintenance  Public  Private View Primarily Rural  
 Underground Elect. & Tel.  Storm Sewer  Curb/Gutter Drainage Assumed Adequate; Site Evaluation Report/Drainage Plan Required  
 Sidewalk  Street Lights **Is the property located in a HUD identified Special Flood Hazard Area?**  No  Yes

Comments (favorable or unfavorable including any apparent adverse easements, encroachments or other adverse conditions): **No apparent adverse easements, encroachments, or environmental conditions were noted during the site inspection or documents studied over the course of this appraisal (Title commitment was not provided; it is recommended that a title search be performed for confirmation). See the Hypothetical Conditions and Extraordinary Assumptions on page 5.**

The undersigned has recited three recent sales of properties most similar and proximate to subject and has considered these in the market analysis. The description includes a dollar adjustment reflecting market reaction to those items of significant variation between the subject and comparable properties. If a significant item in the comparable property is superior to or more favorable than the subject property, a minus (-) adjustment is made thus reducing the indicated value of subject; if a significant item in the comparable is inferior to or less favorable than the subject property, a plus (+) adjustment is made thus increasing the indicated value of the subject.

	SUBJECT PROPERTY	COMPARABLE NO.1	COMPARABLE NO.2	COMPARABLE NO.3
Address	TBD 15 acres out of 9132 Trimmier Rd. Killeen, TX 76542	TBD Trimmier Rd. Killeen, TX	TBD Trimmier Rd. Killeen, TX	TBD Meadow Ln. Killeen, TX
Proximity to Subject		0.64 miles S	0.09 miles S	1.23 miles NE
Sales Price	\$ N/A	\$ 175,000	\$ 55,100	\$ 140,000
Price / Per Acre	\$ N/A	\$ 35,000	\$ 21,448	\$ 29,787
Data Source	N/A	MLS#455688, County Records	MLS#386136, County Records	MLS#5932636, County Records
Date of Sale and Time Adjustment	DESCRIPTION N/A	DESCRIPTION 12/20/2021	DESCRIPTION 08/22/2019	DESCRIPTION 12/18/2020
Location	Average/Good	Average/Good	Average/Good	Average/Good
Site/View	15 acres	5 acres -7,000	2.569 acres -6,434	4.70 acres -5,957
Zoning at time of sale	SR-1	A-R1	SR-1	A
Other	None	Partial Flood Plain +5,250	None	None
Sales or Financing Concessions				
Net Adj.(Total)		<input type="checkbox"/> Plus <input checked="" type="checkbox"/> Minus \$ -1,750	<input type="checkbox"/> Plus <input checked="" type="checkbox"/> Minus \$ -6,434	<input type="checkbox"/> Plus <input checked="" type="checkbox"/> Minus \$ -5,957
Indicated Value of Subject		Net=-1% Gross=7% \$ 33,250	Net=-12% Gross=12% \$ 15,014	Net=-4% Gross=4% \$ 23,830

Comments on Market Data Also see Comparable 4 on the next page. All of the Comparable's were adjusted for size respectively. Comparable 1 was 25% to 30% in the flood plain, at the back of the property, which required a 15% adjustment.

Comments and Conditions of Appraisal: These adjustments are based on recent marketing conditions, paired sales analysis, the opinion of your appraiser, and typical sales price concessions in this market.

**RECONCILIATION**

Final Reconciliation: **Based upon my analysis of the comparable land sales, the subject has an adjusted land market value range from \$15,014 per acre to \$33,250 per acre. The subject property is considered to have a market value of \$24,000 per acre or \$360,000 (Rounded).**

I ESTIMATE THE MARKET VALUE, AS DEFINED, OF SUBJECT PROPERTY AS OF December 21, 2021 to be \$ 360,000

Appraiser(s) Steven Grant Gryseels Review Appraiser (if applicable)  Did  Did Not Physically  Inspect Property

Date Report Signed December 30, 2021 Date Report Signed       
 State Certification #      State TX State Certification #      State       
 Or State License # 1335811-G State TX Or State License #      State       
 Expiration Date of License or Certification 02/28/2022 Expiration Date of License or Certification

Hal Dunn & Associates  
**Comparable's 4-6**

File No. 156121-SGG  
Case No.

Owner Killeen Independent School District

Property Address TBD 15 Acres out of 9132 Trimmier Rd.

City Killeen County Bell State TX Zip Code 76542

Client Killeen Independent School District, C/O JJ Johnson Address P.O. Box 967, Killeen, TX 76540

The undersigned has recited three recent sales of properties most similar and proximate to subject and has considered these in the market analysis. The description includes a dollar adjustment reflecting market reaction to those items of significant variation between the subject and comparable properties. If a significant item in the comparable property is superior to or more favorable than the subject property, a minus (-) adjustment is made thus reducing the indicated value of subject; if a significant item in the comparable is inferior to or less favorable than the subject property, a plus (+) adjustment is made thus increasing the indicated value of the subject.

MARKET DATA ANALYSIS

	SUBJECT PROPERTY	COMPARABLE NO. 4		COMPARABLE NO. 5		COMPARABLE NO. 6	
Address	TBD 15 Acres out of 9132 Trimmier Rd. Killeen, TX 76542	5011 Cunningham Rd. Killeen, TX					
Proximity to Subject		1.84 miles NE					
Sales Price	\$ N/A		\$ 470,000		\$		\$
Price Per Acre	\$ N/A		\$ 20,884		\$		\$
Data Source	N/A	MLS#410458, County Records					
Date of Sale and Time Adjustment	DESCRIPTION N/A	DESCRIPTION 10/22/2021	Adjustment +(-)\$	DESCRIPTION	Adjustment +(-)\$	DESCRIPTION	Adjustment +(-)\$
Location	Average/Good	Average/Good					
Site/View	15 acres	22.505 acres	+2,088				
Zoning at time of sale	SR-1	A & R-1					
Other	None	None					
Sales or Financing Concessions							
Net Adj.(Total)		<input checked="" type="checkbox"/> Plus <input type="checkbox"/> Minus	\$ 2,088	<input checked="" type="checkbox"/> Plus <input type="checkbox"/> Minus	\$ 0	<input checked="" type="checkbox"/> Plus <input type="checkbox"/> Minus	\$ 0
Indicated Value of Subject		Net=0%		Net=0%		Net=0%	
		Gross=0%	\$ 22,972	Gross=0%	\$	Gross=0%	\$

COMMENTS

Comments on Market Data \_\_\_\_\_

The sales comparable's were acquired from our appraisal files, agents, and various multiple listing services. They were also confirmed with county records and local agents. The agents and appraisers provided detailed and unbiased information, and they were all considered to be reliable and trustworthy sources for comparable information.

The comparable sales used in this analysis represent the best available from the open market, and will be used to determine the subject's market value in this approach. While some of the comparable's are more ideal than others, your appraiser believes that they represent a sufficient sample of market data to indicate a sound, market-based conclusion for the subject property.

Borrower N/A

Property Address TBD 15 Acres out of 9132 Trimmier Rd.

City Killeen County Bell State TX Zip Code 76542

Lender/Client Killeen Independent School District, C/O JJ Johnson Address P.O. Box 967, Killeen, TX 76540



Front View 1



Front View 2



Rear View 1



Rear View 2



Side View 1



Side View 2

Borrower N/A

Property Address TBD 15 Acres out of 9132 Trimmier Rd.

City Killeen County Bell State TX Zip Code 76542

Lender/Client Killeen Independent School District, C/O JJ Johnson Address P.O. Box 967, Killeen, TX 76540



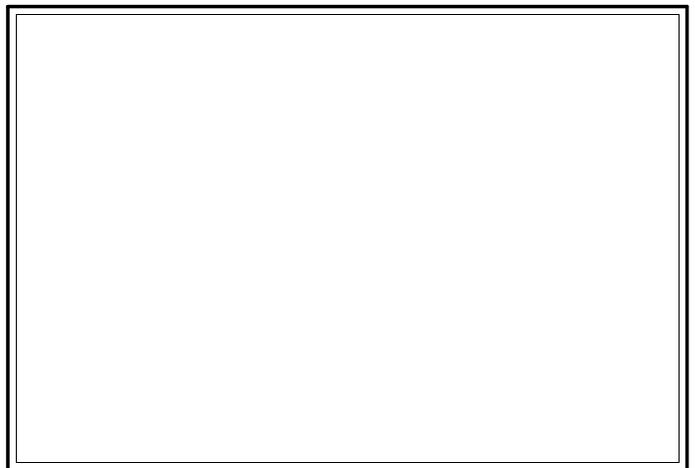
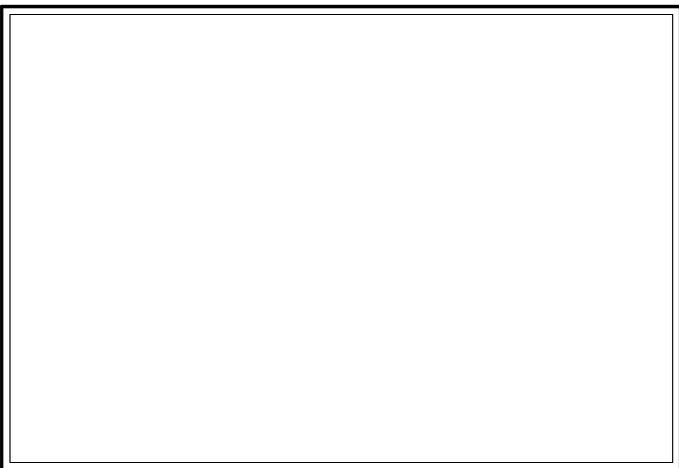
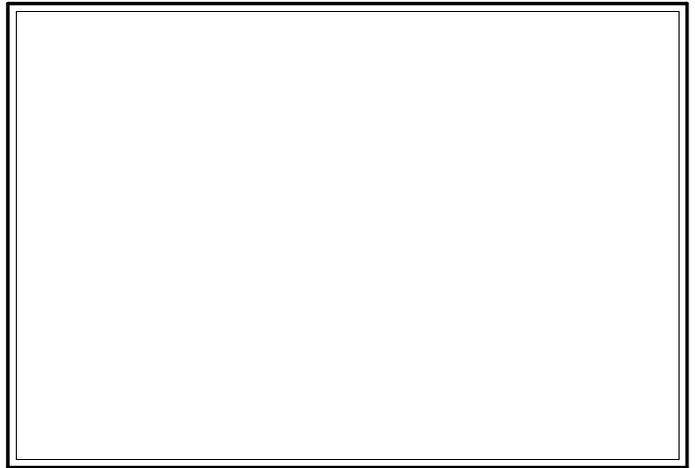
Side View 3

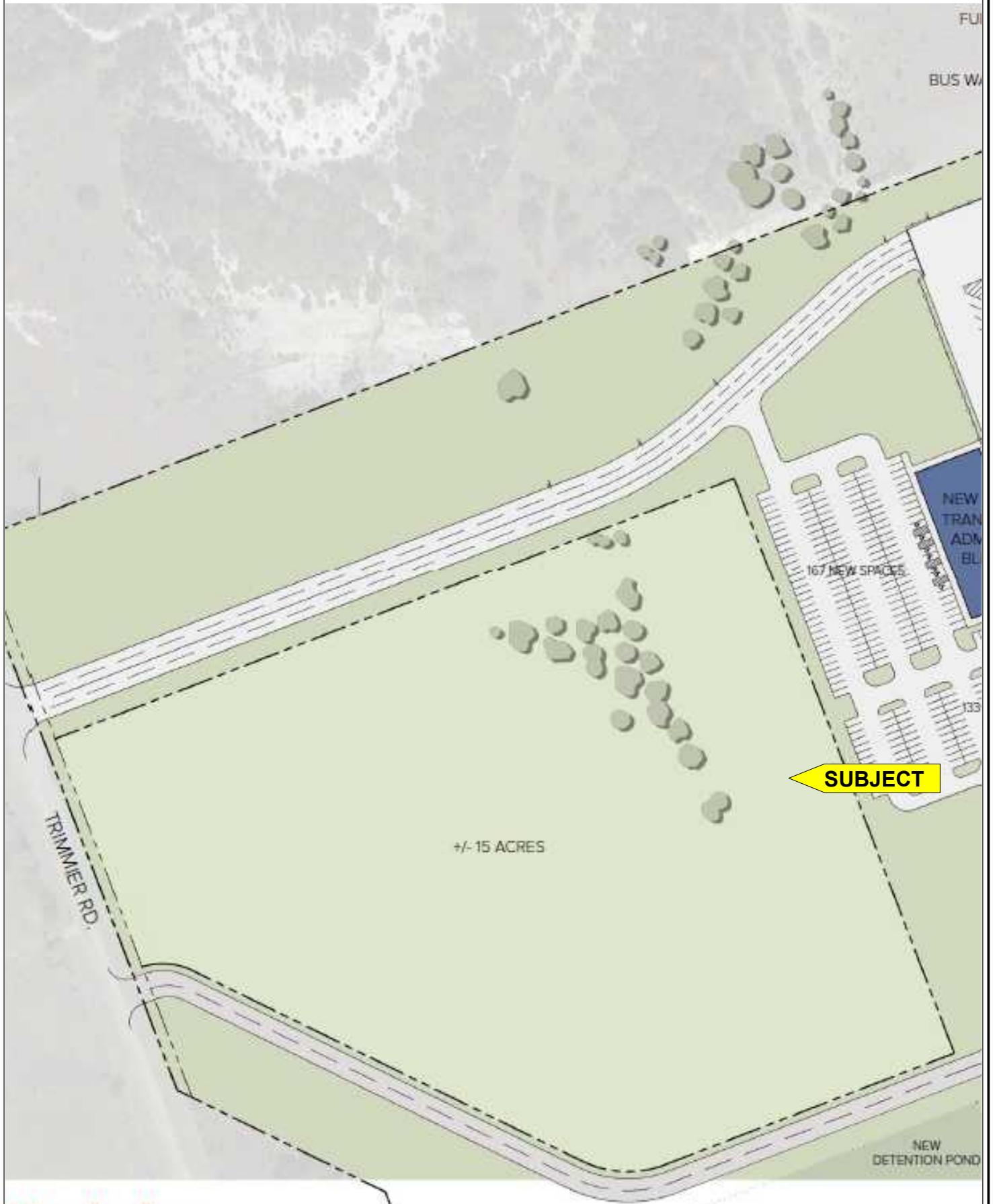


Street View facing south, subject on the left



Street View facing north, subject on the right





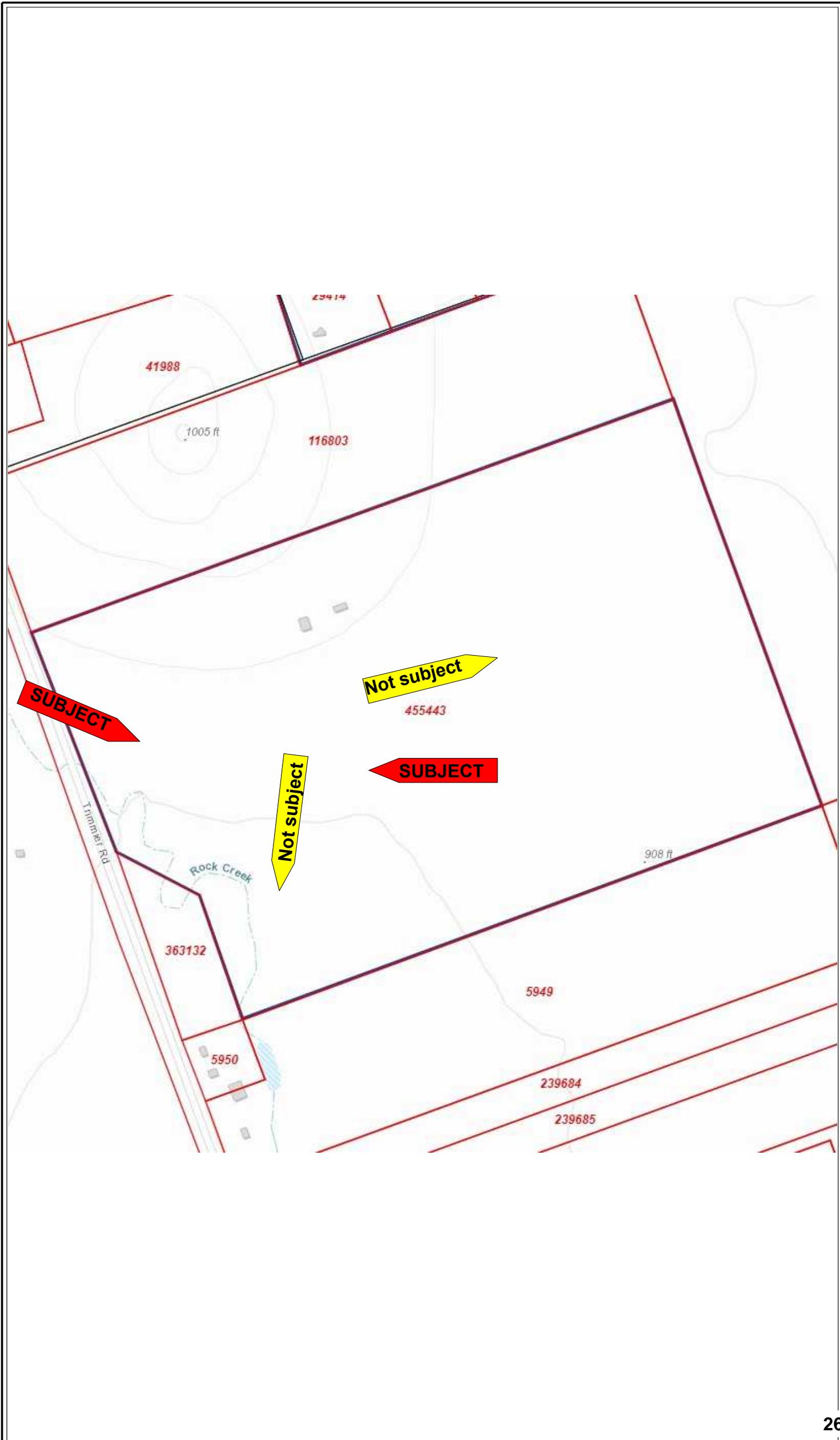
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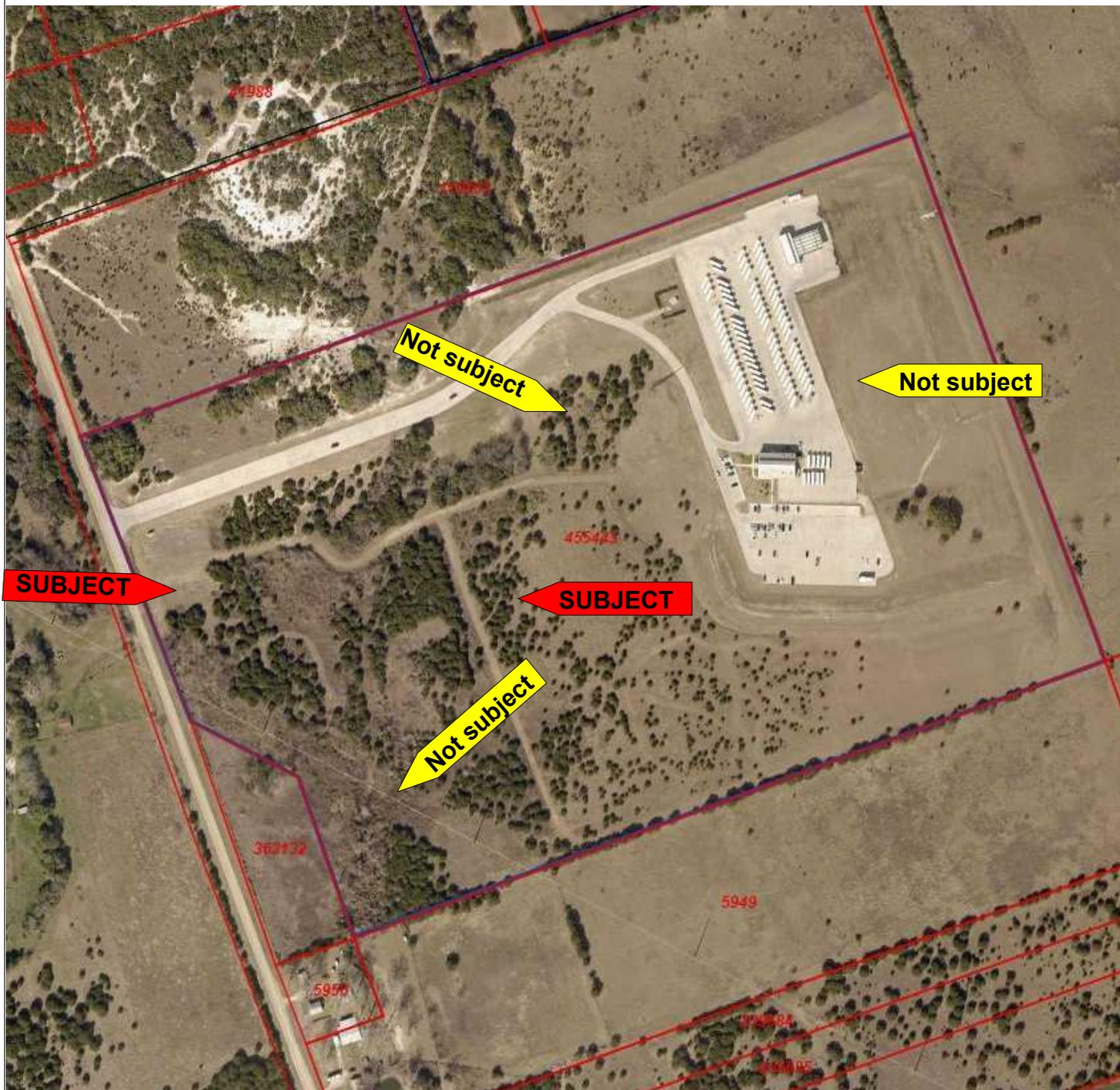
SHERIDAN TRANSPORTATION EXPANSION : KILLEEN INDEPENDENT SCHOOL DISTRICT

NOT FOR REGULATORY APPROVAL PERMITTING OR CONSTRUCTION

JASON ANDREWS TV - 10/1/17



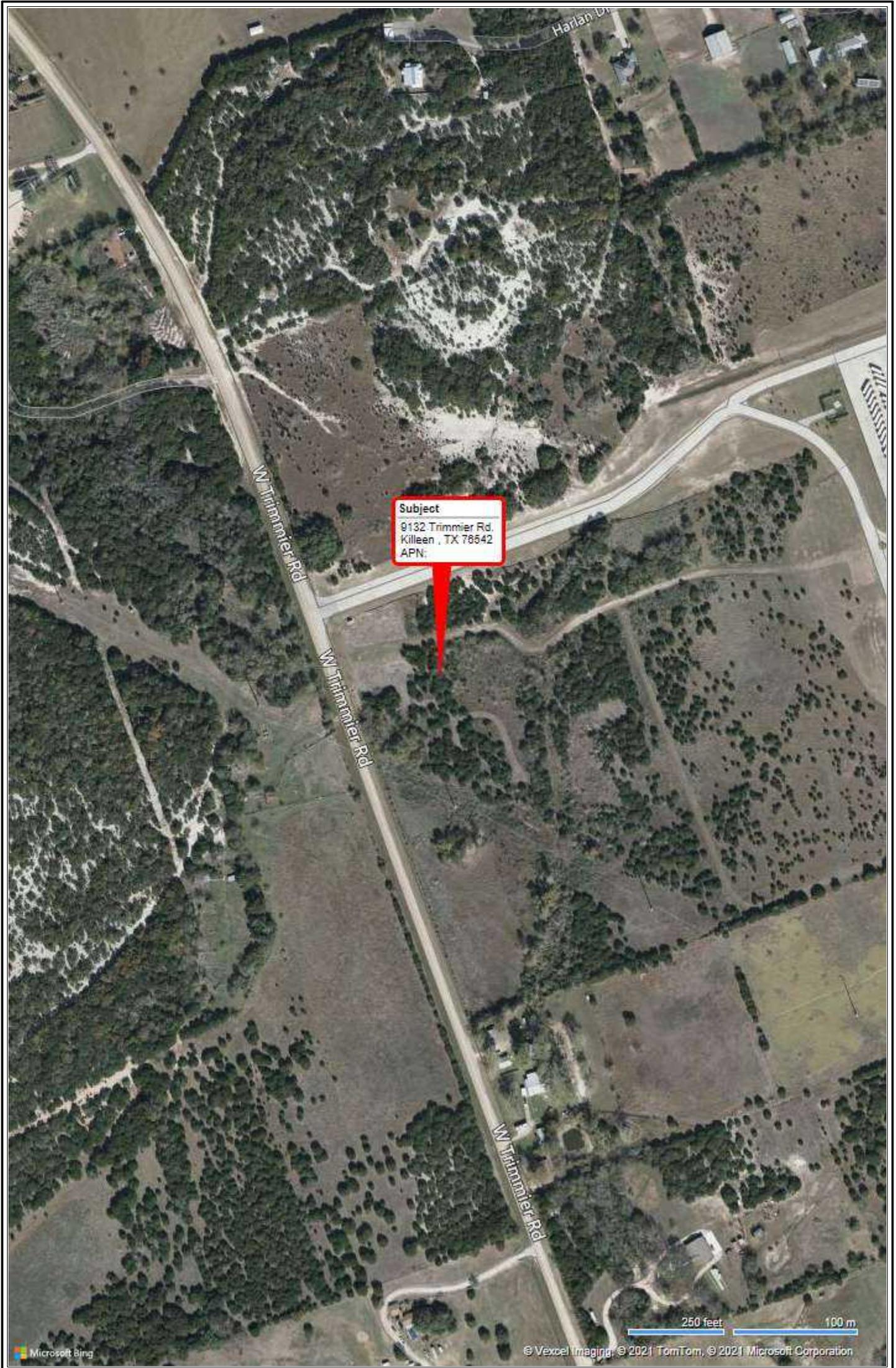




Hal Dunn & Associates  
**LOCATION MAP ADDENDUM**

File No. 156121-SGG  
Case No.

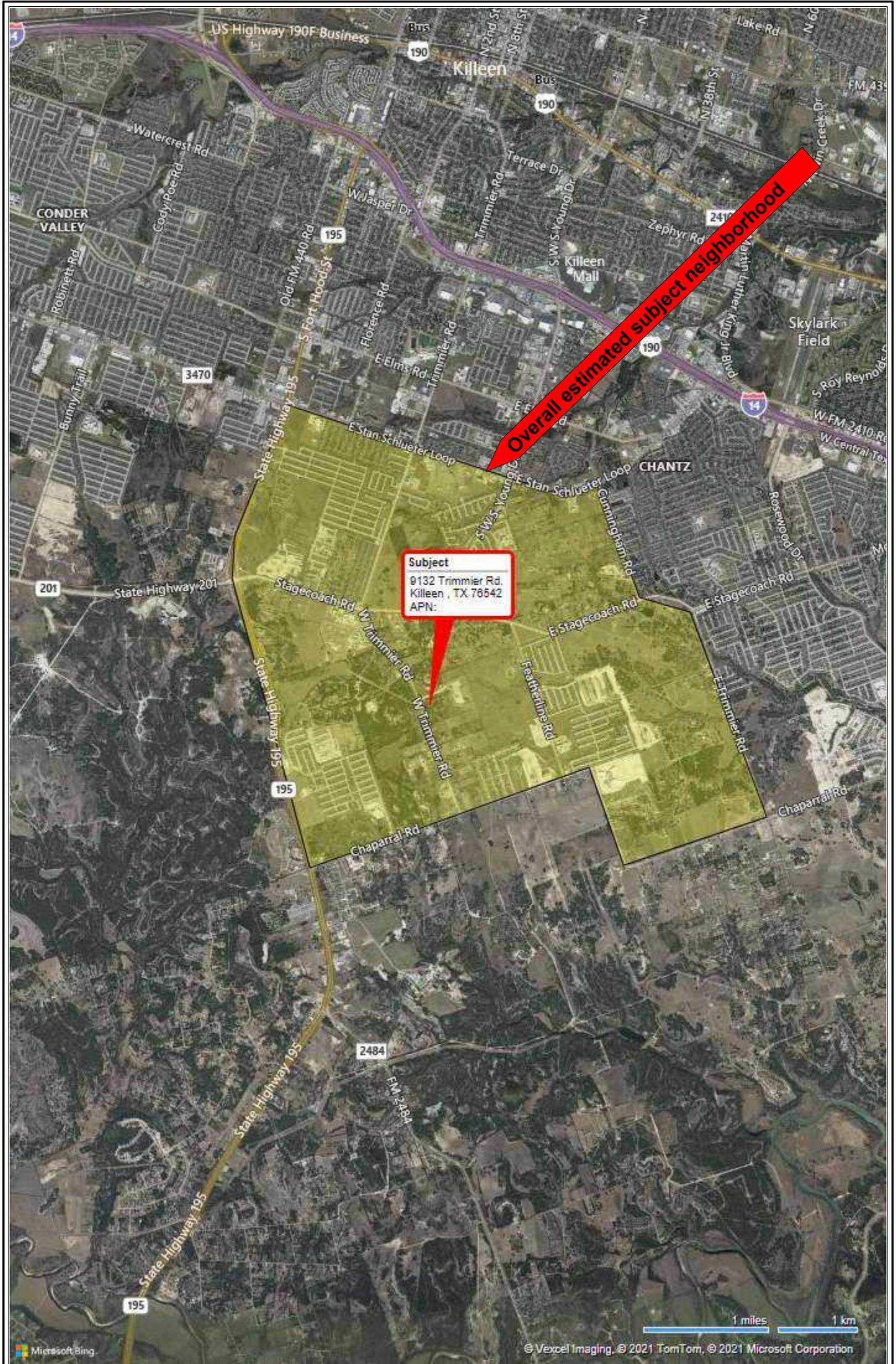
Borrower	N/A						
Property Address	TBD 15 Acres out of 9132 Trimmier Rd.						
City	Killeen	County	Bell	State	TX	Zip Code	76542
Lender/Client	Killeen Independent School District, C/O JJ Johnson		Address	P.O. Box 967, Killeen, TX 76540			



Hal Dunn & Associates  
**LOCATION MAP ADDENDUM**

File No. 156121-SGG  
Case No.

Borrower	N/A						
Property Address	TBD 15 Acres out of 9132 Trimmier Rd.						
City	Killeen	County	Bell	State	TX	Zip Code	76542
Lender/Client	Killeen Independent School District, C/O JJ Johnson		Address P.O. Box 967, Killeen, TX 76540				



Hal Dunn & Associates  
**SITE LOCATION MAP**

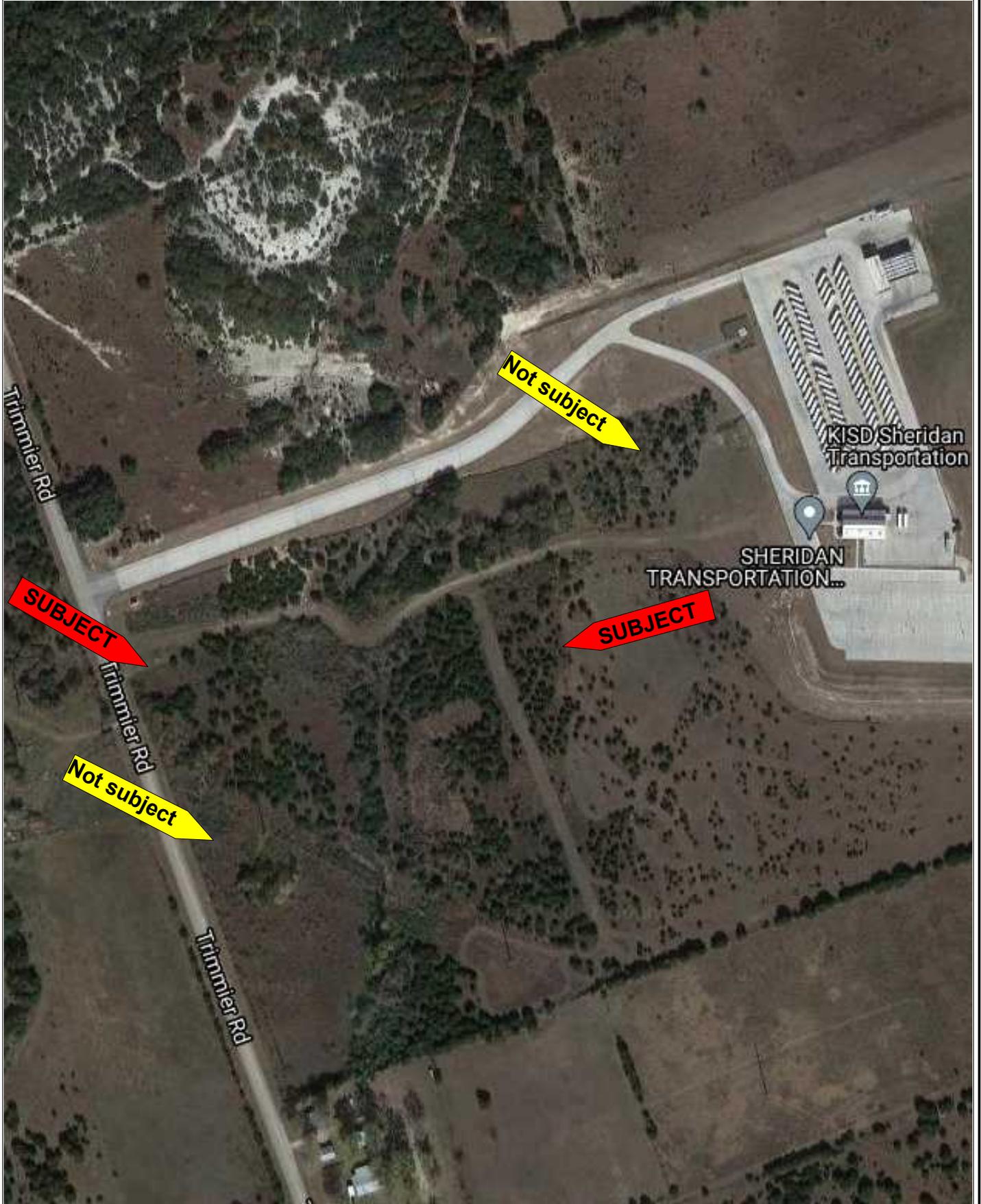
File No. 156121-SGG  
Case No.

Borrower N/A

Property Address TBD 15 Acres out of 9132 Trimmier Rd.

City Killeen County Bell State TX Zip Code 76542

Lender/Client Killeen Independent School District, C/O JJ Johnson Address P.O. Box 967, Killeen, TX 76540



Hal Dunn & Associates  
**SITE LOCATION MAP**

File No. 156121-SGG  
Case No.

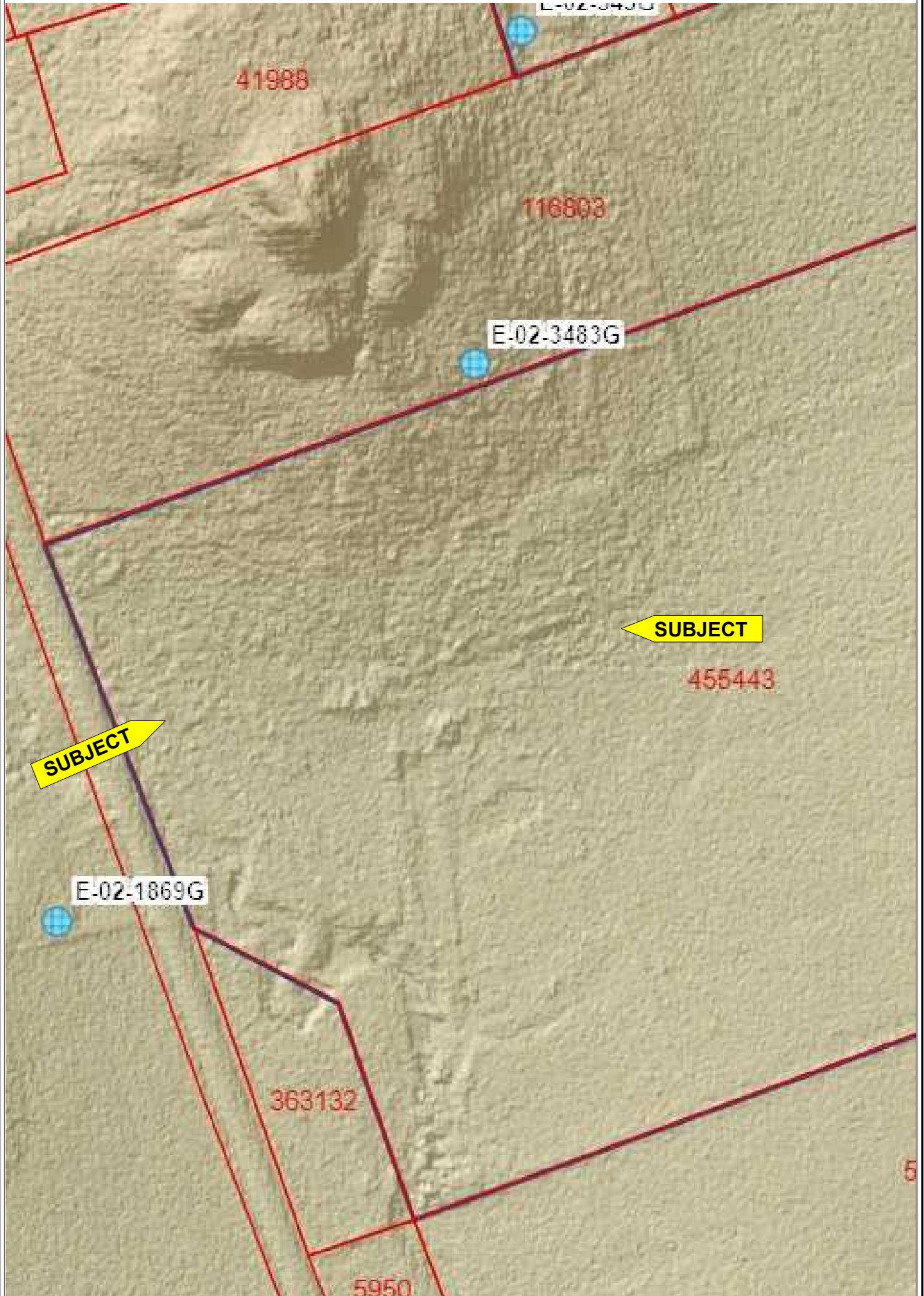
Borrower N/A

Property Address TBD 15 Acres out of 9132 Trimmier Rd.

City Killeen County Bell State TX Zip Code 76542

Lender/Client Killeen Independent School District, C/O JJ Johnson Address P.O. Box 967, Killeen, TX 76540







JACK WELDON HUSUNG, SR.  
(INSTRUMENT NO. 2010-00022419)

S 21°11'47" E 307.73' 6" CEDAR POST FOUND S 20°53'46" E - 1103.61'

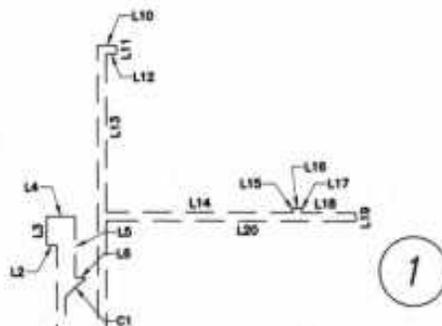
3/8" IRF 3/8" IRS



REMAINDER OF  
JACK W. HUSUNG, SR. AND  
WIFE, CELIA L. HUSUNG  
(VOL. 3566, PG. 566)

N 68°50'11" E - 2235.33'  
2230.33'

S 68°37'17" W - 2021.11'



**SUBJECT**

3/8" IRF 3/8" IRF

N 21°10'39" W - 771.34' W. TRIMMIE ROAD (90' RIGHT-OF-WAY)

3/8" IRF

N 21°13'30" W 424.44'  
REMAINDER OF  
JACK W. HUSUNG, SR. AND  
WIFE, CELIA L. HUSUNG  
(VOL. 3566, PG. 566)

KAREN COLE PROTECTION TRUST  
(INSTRUMENT NO. 2010-00045638)



Property ID: 455443 For Year 2021

Map



Property Details

<b>Account</b>	
Property ID:	455443
Legal Description:	KISD SATELLITE TRANSPORTATION FACILITY, BLOCK 001, LOT 0001
Geographic ID:	0195252888
Agent:	
Type:	Real
<b>Location</b>	
Address:	9132 TRIMMIER RD KILLEEN, TX
Map ID:	42A11
Neighborhood CD:	CKIL010CV
<b>Owner</b>	
Owner ID:	40880
Name:	KILLEEN IND SCHOOL DISTRICT
Mailing Address:	PO BOX 987 KILLEEN, TX 78540-0987
% Ownership:	100.0%
Exemptions:	EX-XV - Other Exemptions (including public property, religious organizations, charitable organizations, and other property not reported elsewhere) For privacy reasons not all exemptions are shown online.

Property Values

Improvement Homesite Value:	\$0
Improvement Non-Homesite Value:	\$4,231,492
Land Homesite Value:	\$0
Land Non-Homesite Value:	\$805,000
Agricultural Market Valuation:	\$0
Market Value:	\$5,036,492
Ag Use Value:	\$0
Appraised Value:	\$5,036,492
Homestead Cap Loss: ⓘ	\$0
Assessed Value:	\$5,036,492

**Property Taxing Jurisdiction**

Entity	Description	Tax Rate	Market Value	Taxable Value	Estimated Tax	Freeze Ceiling
CAD	TAX APPRAISAL DISTRICT, BELL COUNTY	0.000000	\$5,038,492	\$0	\$0.00	
CB	BELL COUNTY	0.368000	\$5,038,492	\$0	\$0.00	
JCTC	CENTRAL TEXAS COLLEGE	0.111600	\$5,038,492	\$0	\$0.00	
RRD	BELL COUNTY ROAD	0.028300	\$5,038,492	\$0	\$0.00	
SKIL	KILLEEN ISD	1.043200	\$5,038,492	\$0	\$0.00	
TKI	CITY OF KILLEEN	0.700400	\$5,038,492	\$0	\$0.00	
WCLW	CLEARWATER U.W.C.D.	0.003100	\$5,038,492	\$0	\$0.00	

**Total Tax Rate: 2.252600 Estimated Taxes With Exemptions: \$0.00 Estimated Taxes Without Exemptions: \$113,452.62**

**Property Improvement - Building**

**Description: COMMERCIAL Type: COMMERCIAL State Code: F1 Living Area: 8,025.00sqft Value: \$4,231,492**

Type	Description	Class CD	Year Built	SQFT
WHE	WAREHOUSE	WHEH	2014	5,225.00
COVB	FAIR QUAL COV/CAN/AWING	*	2014	60.00
WHE	WAREHOUSE	WHEH	2014	2,800.00
CPY	CANOPY	SSGWOD	2014	3,500.00
CON	CONCRETE	*	2014	1,270,680.00

**Property Land**

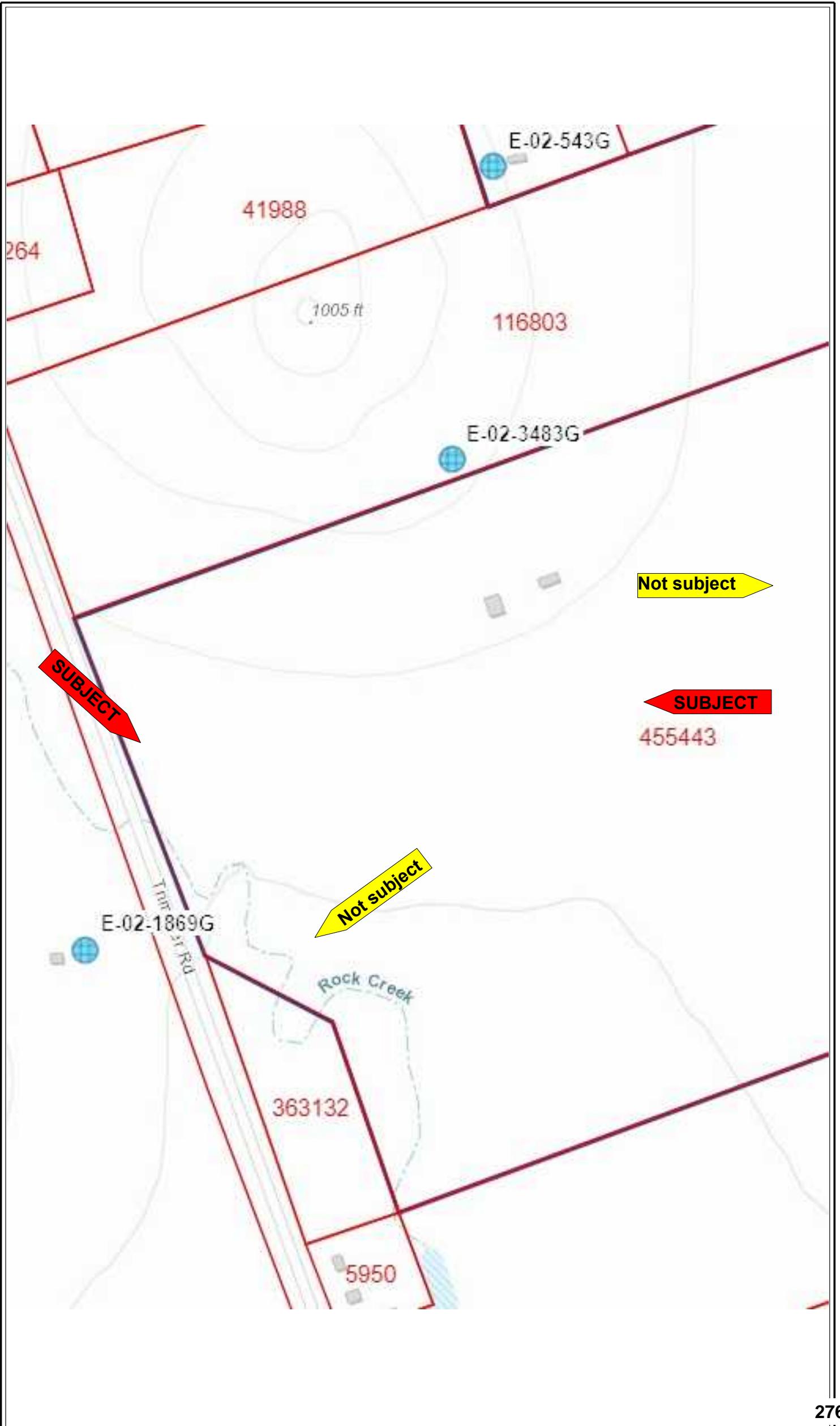
Type	Description	Acreage	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
SCHOOL	SCHOOL OWNED	70	3,049,200.00	0.00	0.00	\$805,000	\$0

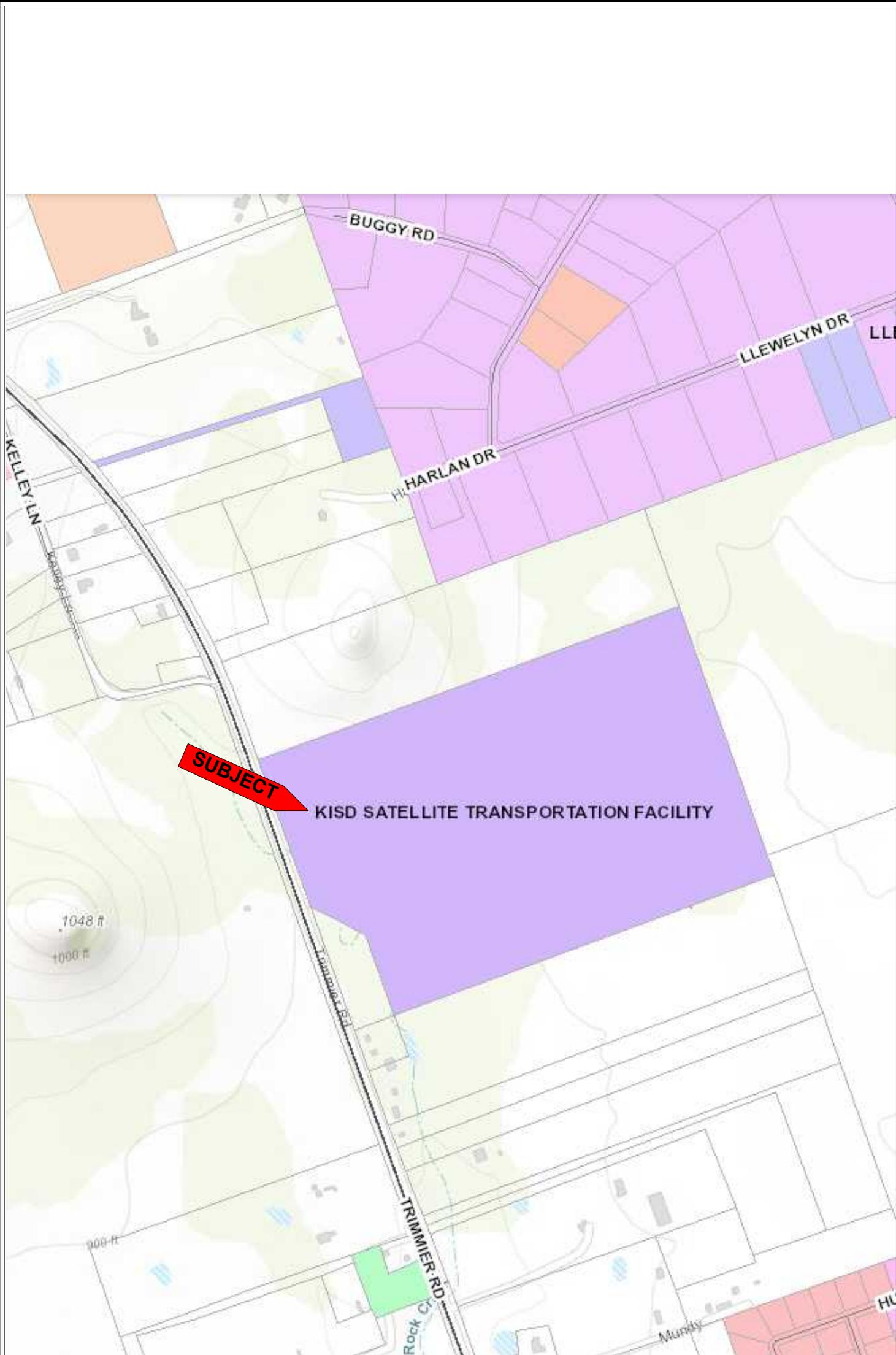
**Property Roll Value History**

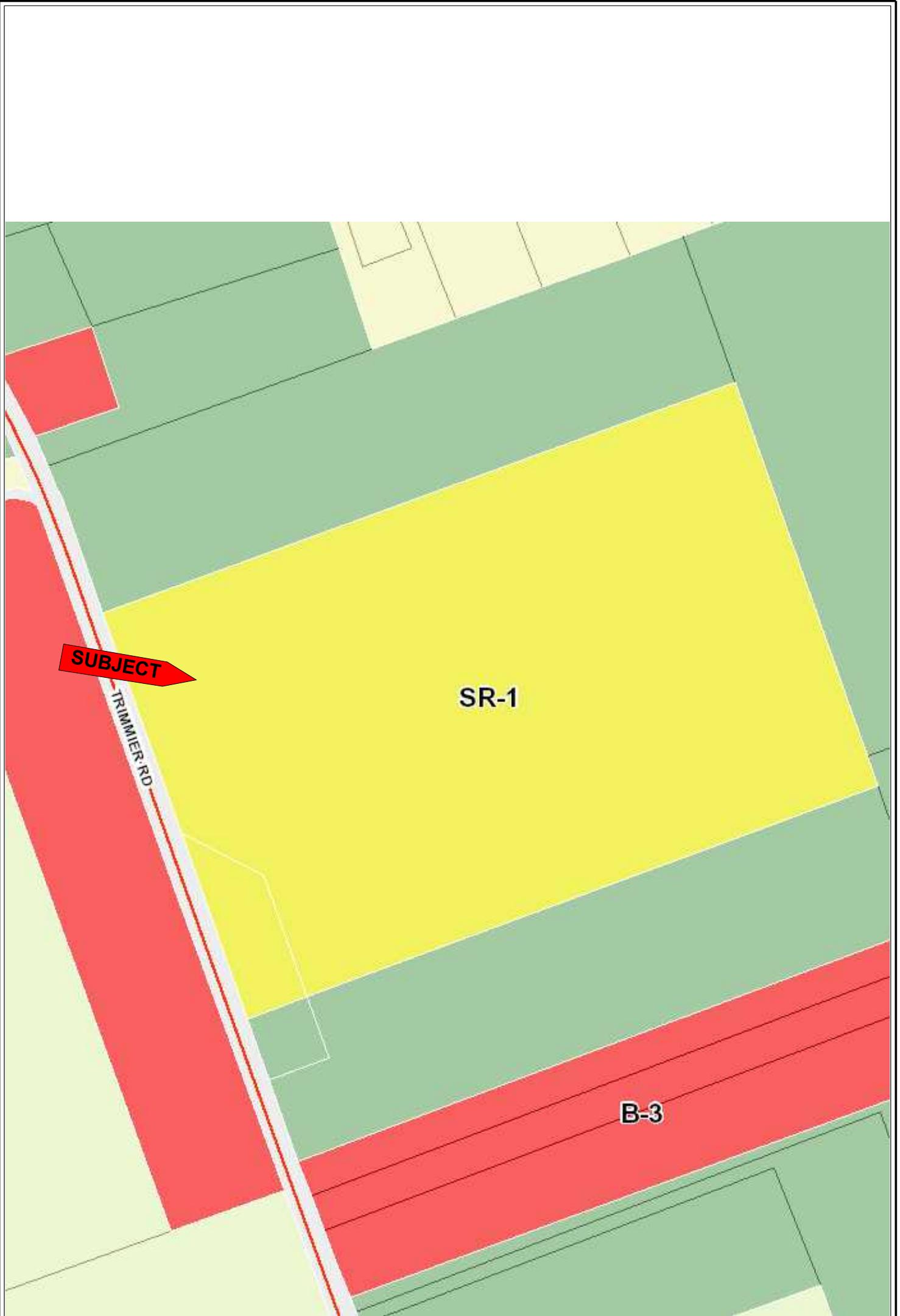
Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap Loss	Assessed
2022	N/A	N/A	N/A	N/A	N/A	N/A
2021	\$4,231,492	\$805,000	\$0	\$5,038,492	\$0	\$5,038,492
2020	\$4,458,980	\$805,000	\$0	\$5,261,980	\$0	\$5,261,980
2019	\$4,681,852	\$805,000	\$0	\$5,486,852	\$0	\$5,486,852
2018	\$4,460,658	\$805,000	\$0	\$5,265,658	\$0	\$5,265,658
2017	\$4,685,087	\$805,000	\$0	\$5,470,087	\$0	\$5,470,087
2016	\$0	\$905,854	\$0	\$905,854	\$0	\$905,854
2015	\$0	\$905,854	\$0	\$905,854	\$0	\$905,854

**Property Deed History**

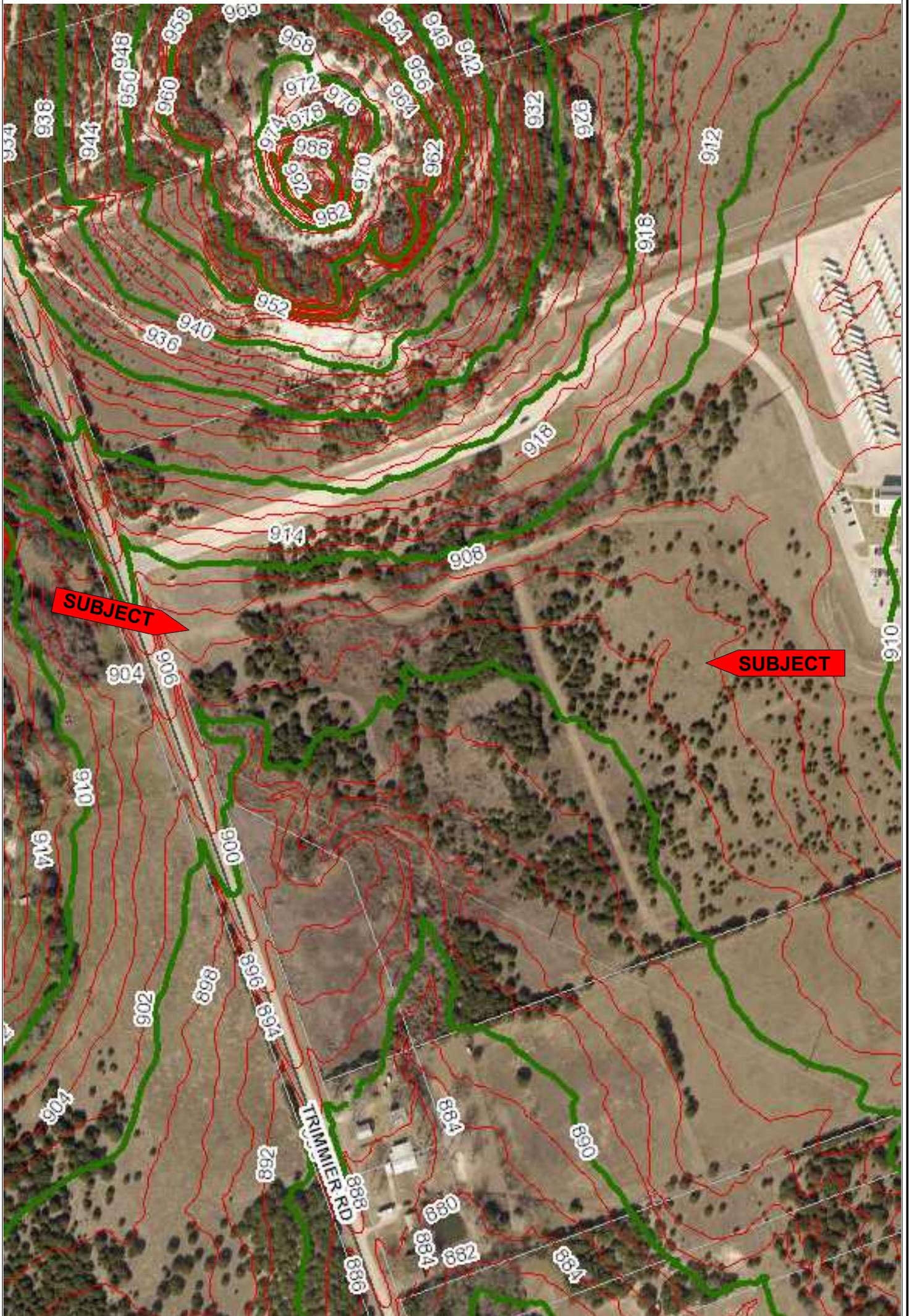
Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Number
3/4/2014	4	SUBDIVISION	KILLEEN IND SCHOOL DISTRICT	KILLEEN IND SCHOOL DISTRICT			201400013419

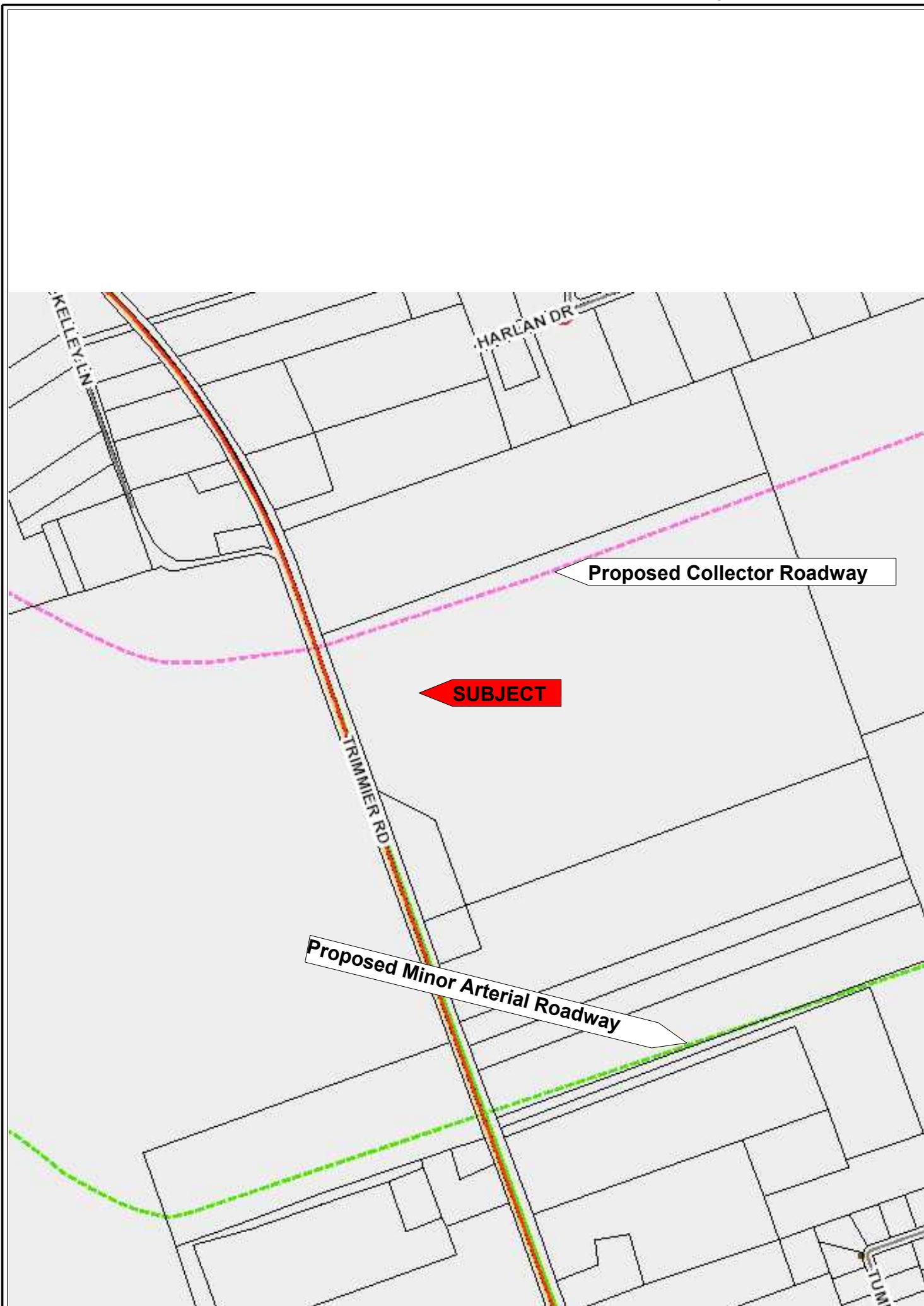




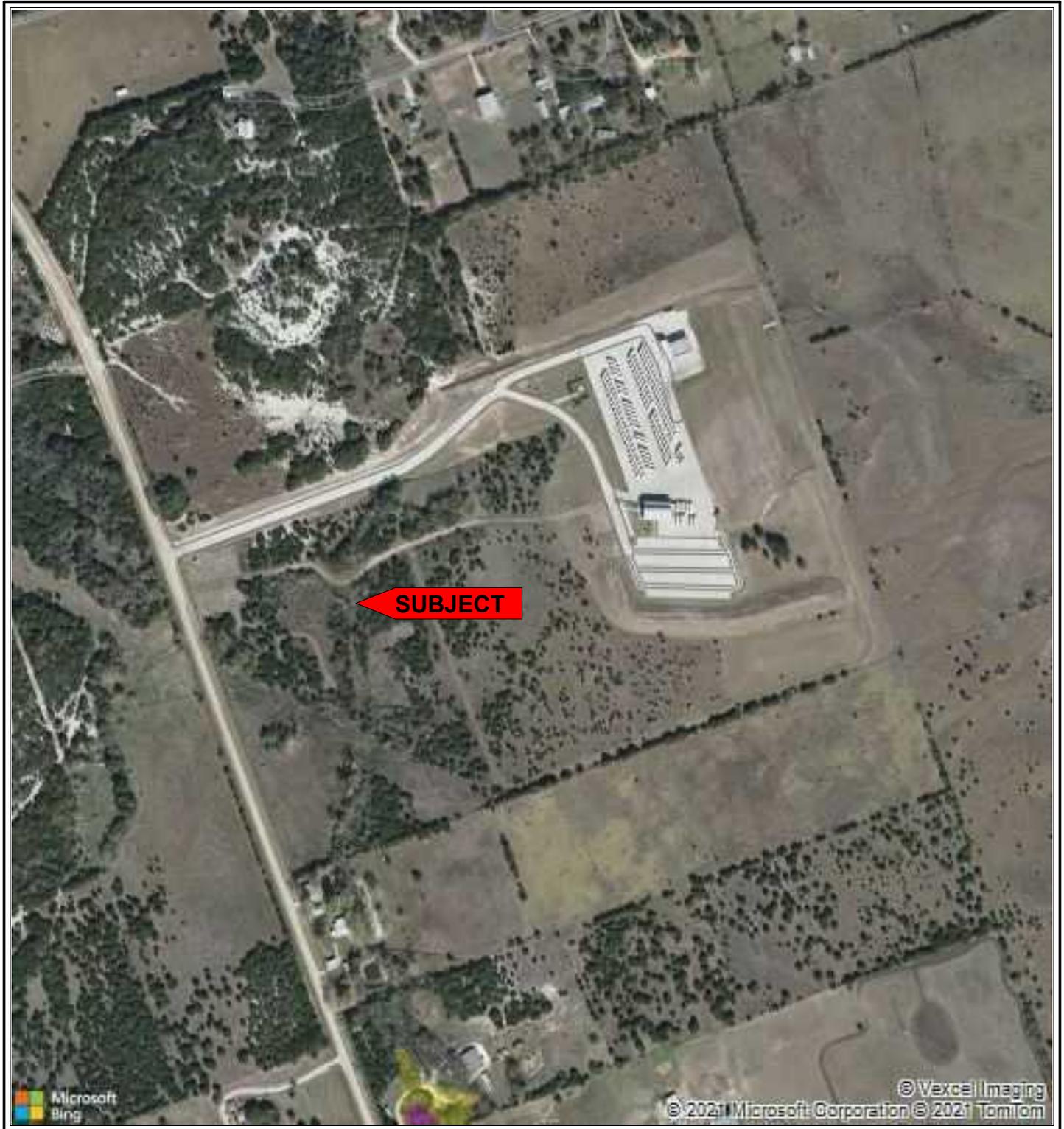








Borrower N/A  
 Property Address TBD 15 Acres out of 9132 Trimmier Rd.  
 City Killeen County Bell State TX Zip Code 76542  
 Lender/Client Killeen Independent School District, C/O JJ Johnson Address P.O. Box 967, Killeen, TX 76540



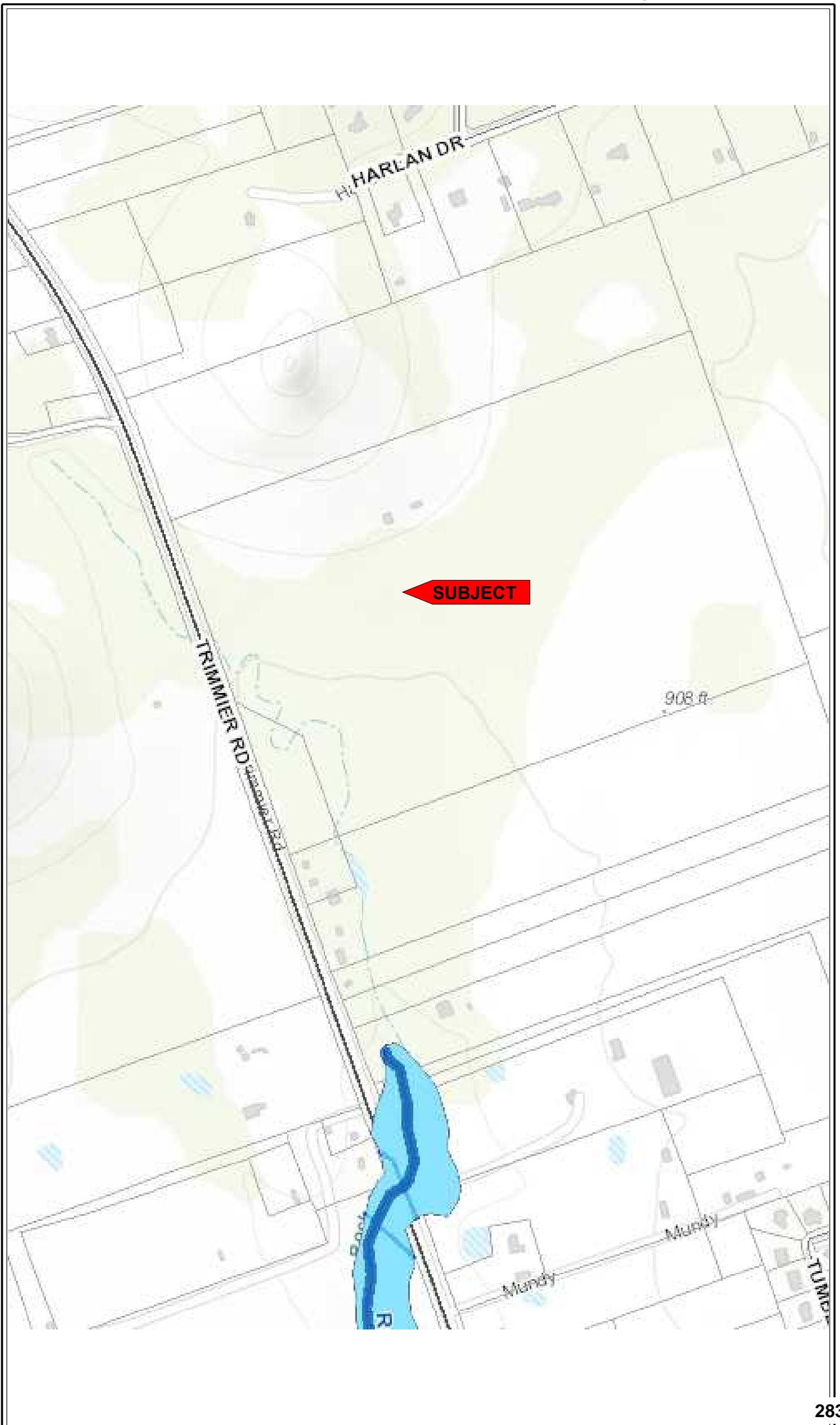
**Flood Map Legends**

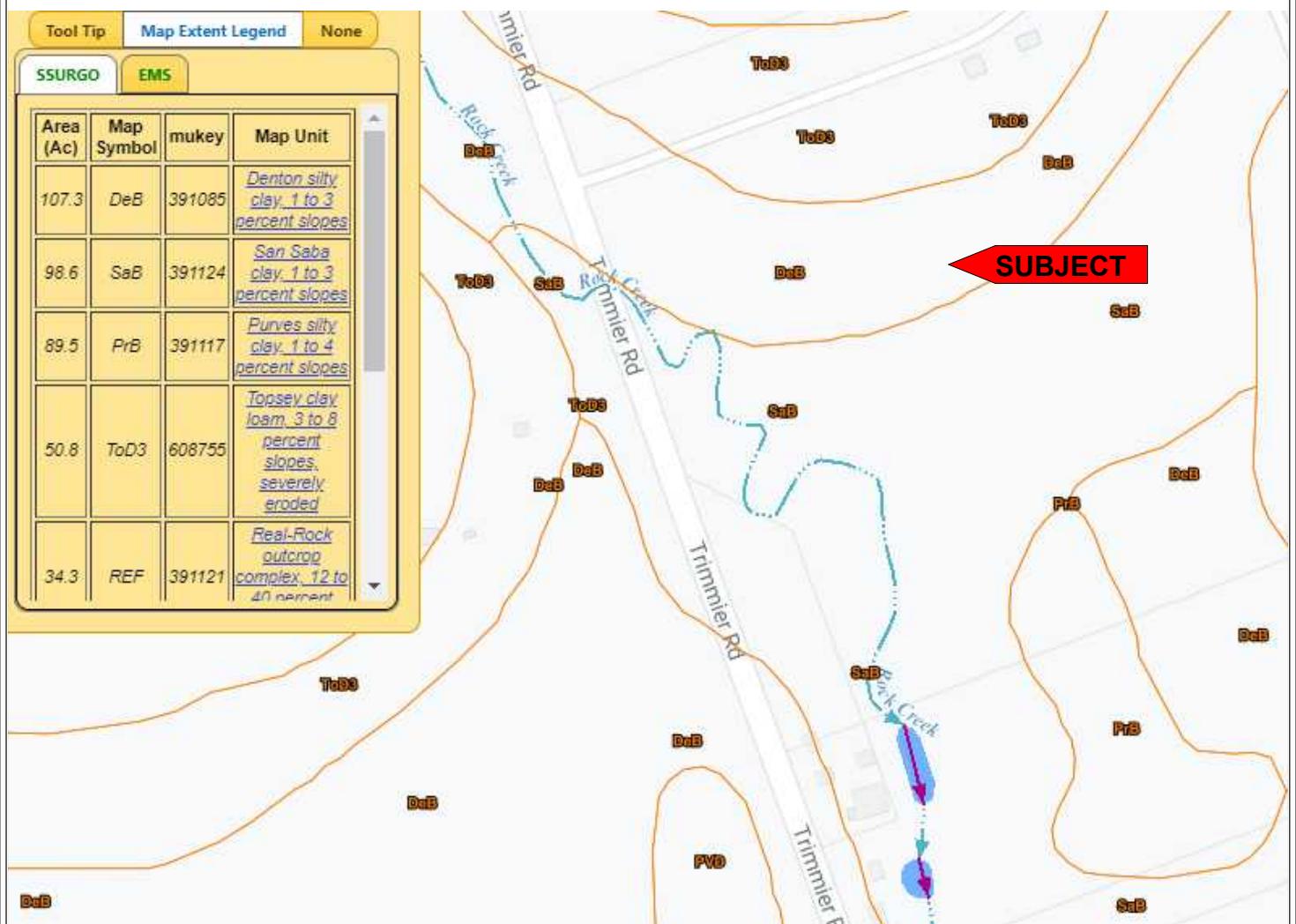
- Flood Zones
- Areas inundated by 100-year flooding
  - Areas inundated by 500-year flooding
  - Areas of undetermined but possible flood hazards
  - Floodway areas with velocity hazard
  - Floodway areas
  - COBRA zone

**Flood Zone Determination**

In Special Flood Hazard Area (Flood Zone): Out  
 Within 250 ft. of multiple flood zones? Not within 250 feet  
 Community: 480031  
 Community Name: KILLEEN, CITY OF  
 Map Number: 48027C0290E  
 Zone: X Panel: 0290E Panel Date: 09/26/2008  
 FIPS Code: 48027 Census Tract: 0225.02

This Report is for the sole benefit of the Customer that ordered and paid for the Report and is based on the property information provided by that Customer. That Customer's use of this Report is subject to the terms agreed to by that Customer when accessing this product. THE SELLER OF THIS REPORT MAKES NO REPRESENTATIONS OR WARRANTIES TO ANY PARTY CONCERNING THE CONTENT, ACCURACY, OR COMPLETENESS OF THIS REPORT INCLUDING ANY WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. The seller of this Report shall not have any liability to any third party for any use or misuse of this Report.







### 2021 FFIEC Geocode Census Report

Address: 9132 TRIMMIER RD, KILLEEN, TX, 76542  
MSA: 28660 - KILLEEN-TEMPLE, TX  
State: 48 - TEXAS  
County: 027 - BELL COUNTY  
Tract Code: 0225.02

#### Summary Census Demographic Information

Tract Income Level	Middle
Underserved or Distressed Tract	No
2021 FFIEC Estimated MSA/MD/non-MSA/MD Median Family Income	\$65,100
2021 Estimated Tract Median Family Income	\$69,091
2010 Tract Median Family Income	\$61,558
Tract Median Family Income %	106.13
Tract Population	9872
Tract Minority %	65.70
Tract Minority Population	6486
Owner-Occupied Units	1555
1- to 4- Family Units	2970

#### Census Income Information

Tract Income Level	Middle
2010 MSA/MD/statewide non-MSA/MD Median Family Income	\$58,001
2021 FFIEC Estimated MSA/MD/non-MSA/MD Median Family Income	\$65,100
% below Poverty Line	6.65
Tract Median Family Income %	106.13
2010 Tract Median Family Income	\$61,558
2021 Estimated Tract Median Family Income	\$69,091
2010 Tract Median Household Income	\$55,648

#### Census Population Information

Tract Population	9872
Tract Minority %	65.70
Number of Families	2510
Number of Households	3440
Non-Hispanic White Population	3386
Tract Minority Population	6486
American Indian Population	248
Asian/Hawaiian/Pacific Islander Population	357
Black Population	3379
Hispanic Population	1879
Other/Two or More Races Population	623

#### Census Housing Information

Total Housing Units	3822
1- to 4- Family Units	2970
Median House Age (Years)	13
Owner-Occupied Units	1555
Renter Occupied Units	1885
Owner Occupied 1- to 4- Family Units	1555
Inside Principal City?	YES
Vacant Units	382

All Topics	Bell County, Texas	Killeen city, Texas
Population Estimates, July 1 2021, (V2021)	NA	NA
<b>PEOPLE</b>		
<b>Population</b>		
Population Estimates, July 1 2021, (V2021)	NA	NA
Population estimates base, April 1, 2020, (V2021)	NA	NA
Population, percent change - April 1, 2020 (estimates base) to July 1, 2021, (V2021)	NA	NA
Population, Census, April 1, 2020	370,647	153,095
Population, Census, April 1, 2010	310,235	127,921
<b>Age and Sex</b>		
Persons under 5 years, percent	8.2%	9.9%
Persons under 18 years, percent	27.6%	30.3%
Persons 65 years and over, percent	11.2%	6.2%
Female persons, percent	50.3%	50.9%
<b>Race and Hispanic Origin</b>		
White alone, percent	65.7%	44.3%
Black or African American alone, percent (a)	24.4%	40.1%
American Indian and Alaska Native alone, percent (a)	1.1%	0.8%
Asian alone, percent (a)	3.2%	3.9%
Native Hawaiian and Other Pacific Islander alone, percent (a)	0.8%	1.3%
Two or More Races, percent	4.7%	6.4%
Hispanic or Latino, percent (b)	25.6%	26.6%
White alone, not Hispanic or Latino, percent	44.0%	28.1%
<b>Population Characteristics</b>		
Veterans, 2015-2019	49,937	26,719
Foreign born persons, percent, 2015-2019	8.4%	9.7%
<b>Housing</b>		
Housing units, July 1, 2019, (V2019)	144,240	X
Owner-occupied housing unit rate, 2015-2019	54.3%	43.8%
Median value of owner-occupied housing units, 2015-2019	\$147,700	\$126,200
Median selected monthly owner costs -with a mortgage, 2015-2019	\$1,369	\$1,256
Median selected monthly owner costs -without a mortgage, 2015-2019	\$485	\$441
Median gross rent, 2015-2019	\$927	\$923
Building permits, 2020	3,108	X
<b>Families &amp; Living Arrangements</b>		
Households, 2015-2019	122,689	53,363
Persons per household, 2015-2019	2.75	2.73
Living in same house 1 year ago, percent of persons age 1 year+, 2015-2019	75.4%	71.3%
Language other than English spoken at home, percent of persons age 5 years+, 2015-2019	19.4%	24.6%
<b>Computer and Internet Use</b>		
Households with a computer, percent, 2015-2019	92.1%	92.7%
Households with a broadband internet subscription, percent, 2015-2019	85.0%	86.3%

Education		
High school graduate or higher, percent of persons age 25 years+, 2015-2019	91.0%	91.5%
Bachelor's degree or higher, percent of persons age 25 years+, 2015-2019	25.2%	20.2%
Health		
With a disability, under age 65 years, percent, 2015-2019	11.8%	11.8%
Persons without health insurance, under age 65 years, percent	▲ 16.6%	▲ 13.1%
Economy		
In civilian labor force, total, percent of population age 16 years+, 2015-2019	58.5%	60.1%
In civilian labor force, female, percent of population age 16 years+, 2015-2019	57.2%	60.0%
Total accommodation and food services sales, 2012 (\$1,000) (c)	552,019	275,297
Total health care and social assistance receipts/revenue, 2012 (\$1,000) (c)	2,849,556	181,234
Total manufacturers shipments, 2012 (\$1,000) (c)	1,962,480	16,021
Total retail sales, 2012 (\$1,000) (c)	3,626,052	1,879,607
Total retail sales per capita, 2012 (c)	\$11,225	\$12,474
Transportation		
Mean travel time to work (minutes), workers age 16 years+, 2015-2019	21.2	21.9
Income & Poverty		
Median household income (in 2019 dollars), 2015-2019	\$54,884	\$49,630
Per capita income in past 12 months (in 2019 dollars), 2015-2019	\$26,677	\$22,878
Persons in poverty, percent	▲ 14.7%	▲ 14.7%

## BUSINESSES

Businesses		
Total employer establishments, 2019	5,340	X
Total employment, 2019	97,978	X
Total annual payroll, 2019 (\$1,000)	4,272,408	X
Total employment, percent change, 2018-2019	1.5%	X
Total nonemployer establishments, 2018	19,882	X
All firms, 2012	17,636	5,648
Men-owned firms, 2012	8,393	2,330
Women-owned firms, 2012	7,045	2,711
Minority-owned firms, 2012	6,573	3,066
Nonminority-owned firms, 2012	9,961	2,169

Veteran-owned firms, 2012	2,299	791
Nonveteran-owned firms, 2012	14,076	4,502

## GEOGRAPHY

Geography		
Population per square mile, 2010	296.2	2,387.5
Land area in square miles, 2010	1,051.02	53.58
FIPS Code	48027	4839148

## Economic Drivers / Major Employers

- Texas A&M University-Central Texas just built their 3rd building and they continue to expand their campus and curriculum as full-time student enrollment increases.
- Texas A&M University-Central Texas in partnership with local organizations are at the beginning stages of creating a virtual and real research park.
- A National Mounted Warfare Museum should be built within the next 2 years. This will be a state-of-the-art facility focusing on all armed forces and not just the Army.
- Z Modular will be hiring 250 people within three years. They manufacturer a steel modular piece that makes constructing multi-unit high rises much faster and less expensive.
- MGC Pure Chemicals America should be operational by the 1st Quarter 2019. They will purify hydrogen peroxide that is used in the semi-conductor industry.
- The voters approved a \$400+ million bond and the school district will either repurpose some of the older schools or tear them down to ground level. The ISD will also build new schools or expand currents ones. The goal is to not have any more portable buildings at the Junior and High School campuses.
- There is a study that was completed and it indicated the area can construct a 3PL railhead that will be joint-use with Fort Hood.

*Source: Killeen EDC*

## KISD releases new render of high school No. 6

The Killeen Independent School District Tuesday released a new rendering of its sixth high school to be.



The 450,000 square-foot campus, which will be located at the corner of Chaparral and Featherline Roads in south Killeen, is expected to open in the fall of 2022, according to Chief Communication Officer Terry Abbott.

It is funded by the voter-approved \$426 million bond program. Although the campus was originally projected to cost upward to \$171 million, Abbott said Tuesday the high school is anticipated to cost around \$140 million when finished.

The yet-to-be-named school is said to be the largest in Killeen ISD history. KISD has four other traditional high schools and Early College High School at Fort Hood.

Source: [http://kdhnews.com/kisd-releases-new-render-of-high-school-no/article\\_96471de0-5589-11e9-a03c-cf86e5cb3ff5.html](http://kdhnews.com/kisd-releases-new-render-of-high-school-no/article_96471de0-5589-11e9-a03c-cf86e5cb3ff5.html)

# Military Demographics



## Fort Hood "Fast Facts"

As of: 6 March 2018

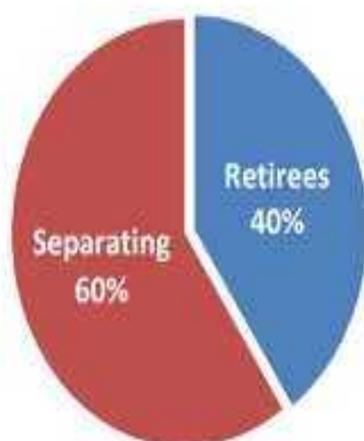
- Current Authorized Military Strength: 35,040
  - Current Assigned** Military Strength: **35,779** Soldiers & Airmen
  - Family Members: 48,207 (72.1% off-post)
  - Civilian Employees (AF and NAF): ≈ 5,489
  - AAFES and Commissaries : ≈ 1,291
  - Contractors/KISD/Others: ≈ 5,998
- } ≈ 96,764

CURRENT DEPLOYMENTS	
UNIT	APPROX # OF PERSONNEL
III Corps	216
1 <sup>st</sup> Cav Division (1 <sup>st</sup> ACB, 2ABCT)	2,804
1 <sup>st</sup> Medical Brigade	83
89 <sup>th</sup> Military Police Brigade	358
36 <sup>th</sup> Engineer Brigade	237
13 <sup>th</sup> Expeditionary Sustainment Command	63
504 <sup>th</sup> Military Intelligence Brigade	224
11 <sup>th</sup> Signal Brigade	271
3 <sup>rd</sup> Cavalry Regiment	2
<b>Total ≈</b>	<b>4,258</b>

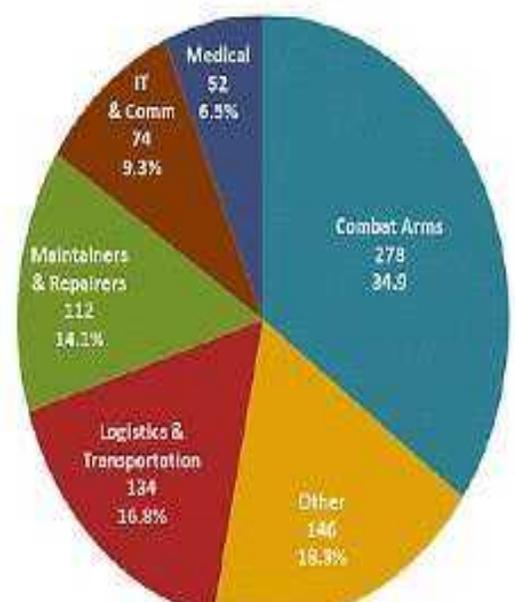
**FUTURE ANNOUNCED DEPLOYMENTS/MOBILIZATIONS:**  
800+ Soldiers (18 units) mobilizing/demobilizing at North Fort Hood

## Military Occupational Demographics

### Soldiers Staying in the MSA



■ Retirees  
■ Separating



# Killeen named 5th 'Best Place to Live in Texas'

<https://www.kxxv.com/hometown/bell-county/killeen-named-5th-best-place-to-live-in-texas>

Story Credit: KXXV Posted at 3:14 PM, Sep 12, 2019

KILLEEN, TX — Killeen was recently ranked the 5th best place to live in Texas, according to U.S. News & World Report's 2019 "Best Places to Live in Texas" study.

Other Texas metro areas that made the top five include Austin, Dallas-Fort Worth, Houston and San Antonio.

Researchers looked at 125 Metro areas in Texas to determine the rankings. Cities coming in behind Killeen that made the top 10 are Beaumont, Corpus Christi, El Paso, McAllen and Brownsville.

The study considers five main factors in its rankings, including desirability, job market, value, quality of life and net migration.

Contributing factors to Killeen's placement are assets such as affordability and low unemployment.

Killeen's unemployment rate is 4 percent and the median monthly rent is \$888 dollars. The average salary for a person living in Killeen is \$41,770.

Other areas considered are a city's diverse population, average commute time, recreational opportunities and quick access to other major metro areas. Killeen's average commute time was estimated at 21.1 minutes.

The study uses data from the U.S. Census Bureau, Federal Bureau of Investigation, Department of Labor and other sources.

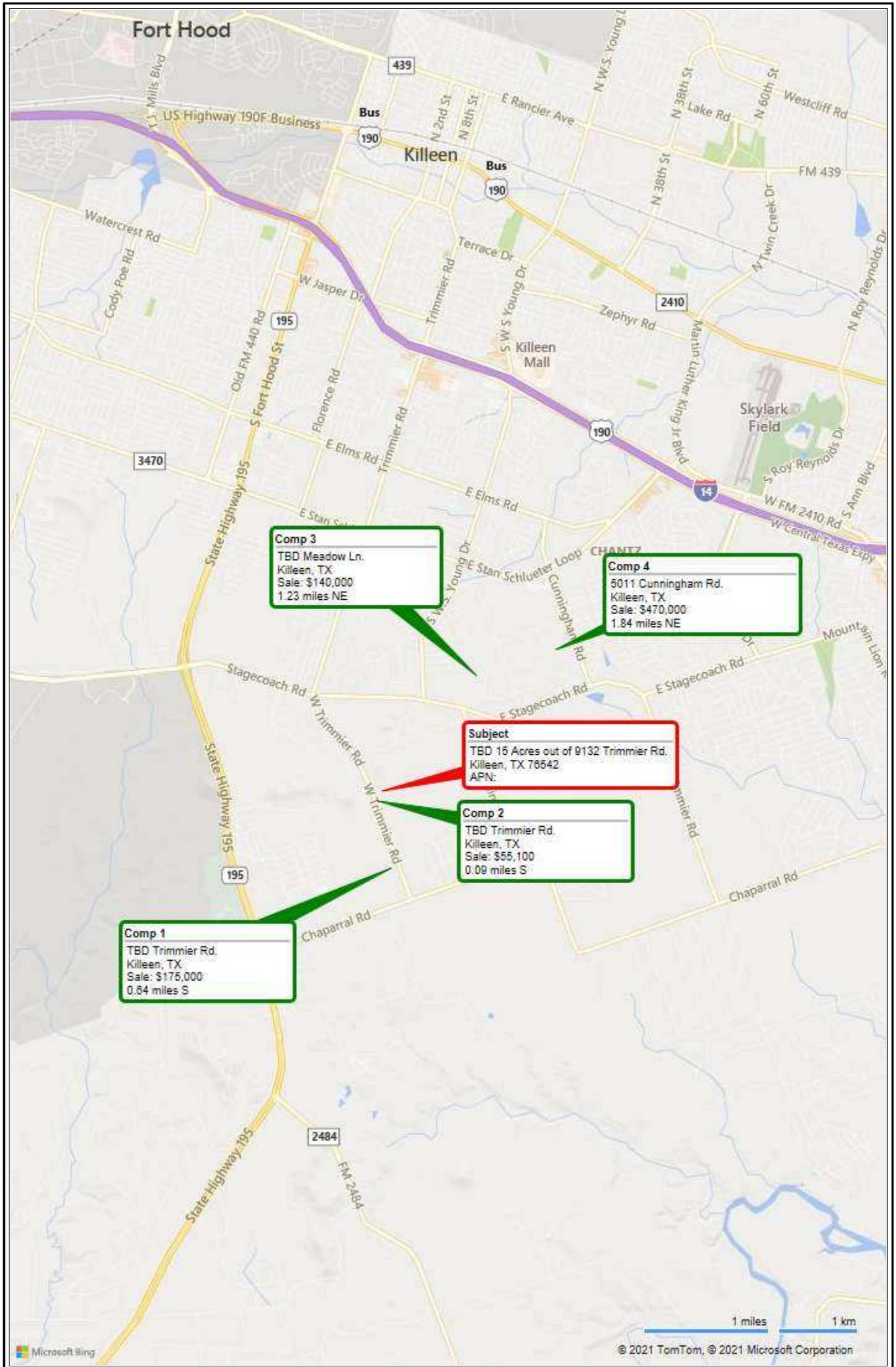
Killeen Metro area has a population of 432,797.



Hal Dunn & Associates  
**LOCATION MAP ADDENDUM**

File No. 156121-SGG  
 CASE NO

Borrower	N/A						
Property Address	TBD 15 Acres out of 9132 Trimmier Rd.						
City	Killeen	County	Bell	State	TX	Zip Code	76542
Lender/Client	Killeen Independent School District, C/O JJ Johnson		Address	P.O. Box 967, Killeen, TX 76540			



Borrower N/A

Property Address TBD 15 Acres out of 9132 Trimmier Rd.

City Killeen County Bell State TX Zip Code 76542

Lender/Client Killeen Independent School District, C/O JJ Johnson Address P.O. Box 967, Killeen, TX 76540



**COMPARABLE SALE # 1**  
TBD Trimmier Rd.  
Killeen, TX



**COMPARABLE SALE # 2**  
TBD Trimmier Rd.  
Killeen, TX



**COMPARABLE SALE # 3**  
TBD Meadow Ln.  
Killeen, TX

Borrower N/A

Property Address TBD 15 Acres out of 9132 Trimmier Rd.

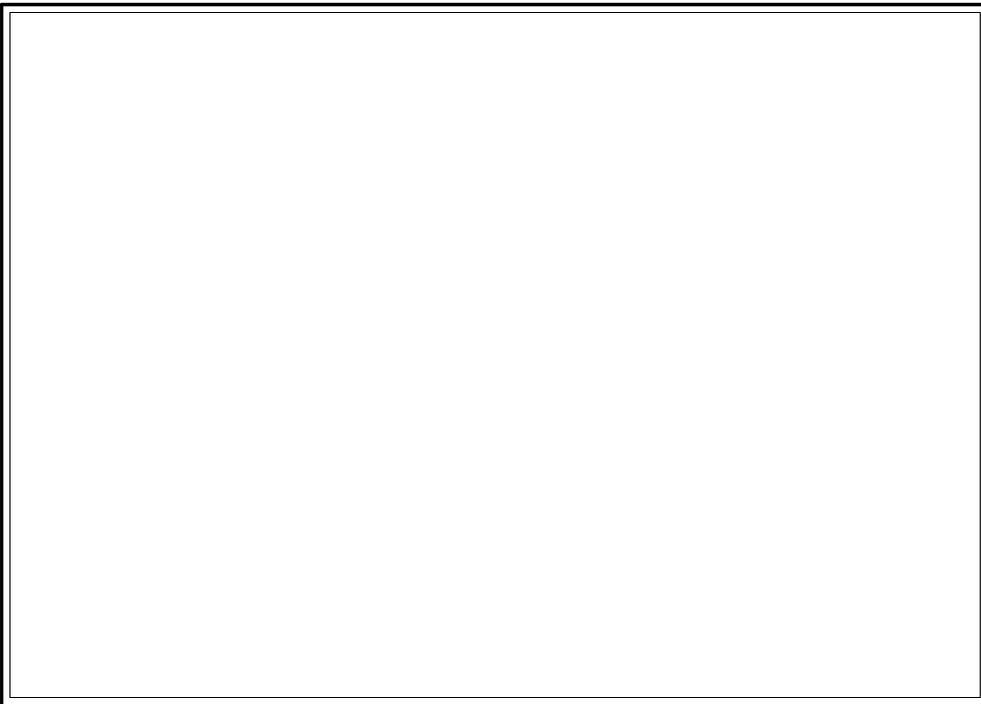
City Killeen County Bell State TX Zip Code 76542

Lender/Client Killeen Independent School District, C/O JJ Johnson Address P.O. Box 967, Killeen, TX 76540

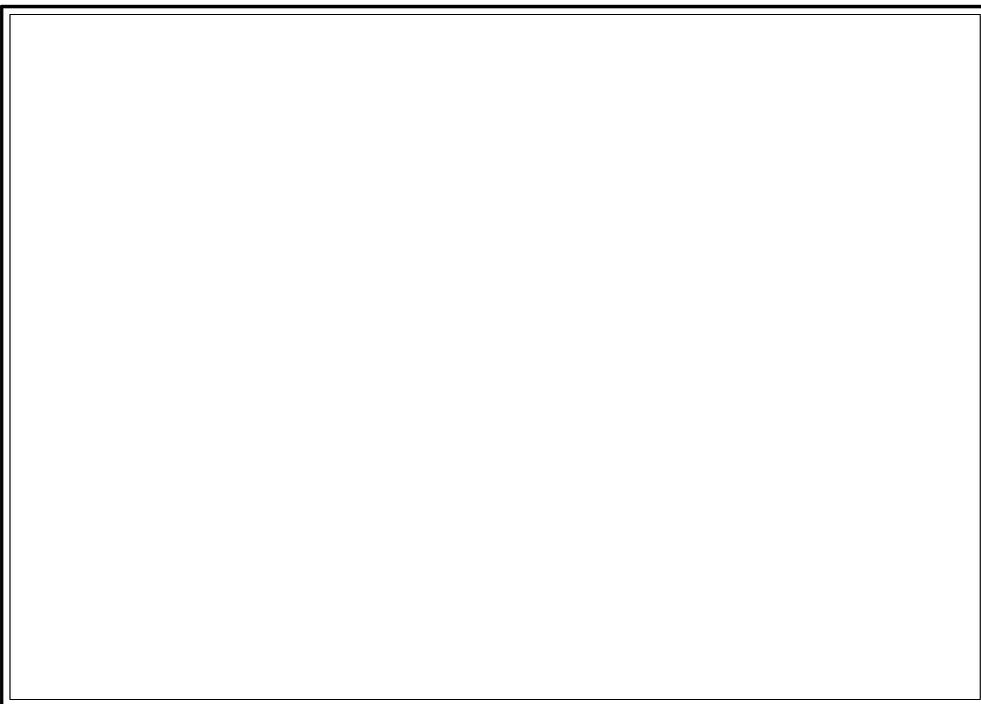


**COMPARABLE SALE # 4**

5011 Cunningham Rd.  
Killeen, TX



**COMPARABLE SALE # 5**



**COMPARABLE SALE # 6**

**Comparable Land Sale 1**

Date: 12/20/2021

Location: TBD Trimmier Rd., Killeen, TX

Size: 5 acres

Grantor: Laila Merchant and Akbar Kasamali

Grantee: CAD info has not been updated.

Recording Data: CAD#132763; MLS#455688

Consideration: \$175,000 (\$35,000/acre)

Zoning: Agricultural/Residential-1

Comments: 25% to 30% in flood plain at back of property; 50 days on the market.

**Comparable Land Sale 2**

Date: 08/22/2019

Location: TBD Trimmier Rd., Killeen, TX

Size: 2.569 acres

Grantor: Jack Husung Sr.

Grantee: Uresti Group Ltd.

Recording Data: CAD#363132; I#39188; MLS#386136

Consideration: \$55,100 (\$21,448/acre)

Zoning: Suburban Residential-1

Comments: 4 days on the market.

**Comparable Land Sale 3**

Date: 12/18/2020

Location: TBD Meadow Ln., Killeen, TX

Size: 4.70 acres

Grantor: Ralph Chase

Grantee: Debbie Jefferson

Recording Data: CAD#30503; I#71199; MLS#5932636

Consideration: \$140,000 (\$29,787/acre)

Zoning: Agricultural

Comments: 22 days on the market.

**Comparable Land Sale 4**

Date: 10/22/2021

Location: 5011 Cunningham Rd., Killeen, TX

Size: 22.505 acres

Grantor: Ilse Marta Klimaszewski

Grantee: 5011 Cunningham Rd Killeen LLC

Recording Data: CAD#60623 & 60618; I#70231; MLS#410458

Consideration: \$470,000 (\$20,884/acre)

Zoning: Agricultural/Residential-1

Comments: 361 days on the market.

## APPRAISER INDEPENDENCE CERTIFICATION

I do hereby certify, I have followed the appraiser independence safeguards in compliance with Appraisal Independence and any applicable state laws I may be required to comply with. This includes but is not limited to the following:

- I am currently licensed and/or certified by the state in which the property to be appraised is located. My license is the appropriate license for the appraisal assignment(s) and is reflected on the appraisal report
- I certify that there have been no sanctions against me for any reason that would impair my ability to perform appraisal pursuant to the required guidelines.

In addition, the undersigned appraiser agrees that no one has influenced or attempted to influence the development, reporting, result, or review of this appraisal through coercion, extortion, collusion, compensation, inducement, intimidation, bribery or in any other manner including but not limited to:

1. withholding or threatening to withhold timely payment or partial payment for this appraisal report;
2. withholding or threatening to withhold future business;
3. expressly or implied promising future business, promotions, or increased compensation;
4. conditioning the ordering of the appraisal report or the payment of the appraisal fee on the opinion, conclusion, or valuation to be reached, or on a preliminary value estimate requesting;
5. requesting that the appraiser provide an estimated, predetermined, or desired valuation in this appraisal report prior to the completion of the appraisal report, or requesting that the appraiser provide estimated values or comparable sales at any time prior to the completion of this appraisal report;
6. providing to the appraiser an anticipated, estimated, encouraged, or desired value for the subject property or a proposed or target amount to be loaned to the borrower, except that a copy of the sales contract for purchase transactions may be provided;
7. providing the appraiser, or any entity or person related to the appraiser, any other financial or non-financial benefits;
8. Any other act or practice that impairs or attempts to impair my independence, objectively, or impartiality or violates law or regulation, including, but not limited to, the Truth in Lending Act (TILA) and Regulation Z, or the USPAP.

**APPRAISER**

**SUPERVISOR**

Signature   
 Appraiser Name Steven Grant Gryseels  
 Company Name Hal Dunn & Associates  
 Company Address 5106 S. General Bruce Dr., Suite 200  
Temple, TX 76502  
 Date of Signature December 30, 2021  
 State Certification # \_\_\_\_\_  
 or State License # 1335811-G  
 or Other (describe) \_\_\_\_\_  
 State TX  
 Expiration Date of Certification or License 02/28/2022

Signature \_\_\_\_\_  
 Name \_\_\_\_\_  
 Company Name \_\_\_\_\_  
 Company Address \_\_\_\_\_  
 Date of Signature \_\_\_\_\_  
 State Certification # \_\_\_\_\_  
 or State License # \_\_\_\_\_  
 State \_\_\_\_\_  
 Expiration Date of Certification or License \_\_\_\_\_

**APPRAISAL COMPLIANCE**

File No. 156121-SGG  
Case No.

Borrower/Client <u>N/A</u>		Unit No. _____	
Address <u>TBD 15 Acres out of 9132 Trimmier Rd.</u>		City <u>Killeen</u> County <u>Bell</u> State <u>TX</u> Zip Code <u>76542</u>	
Lender/Client <u>Killeen Independent School District, C/O JJ Johnson</u>			

**APPRAISAL AND REPORT IDENTIFICATION**

This Appraisal Report is one of the following types:

Appraisal Report This report was prepared in accordance with the requirements of the Appraisal Report option of USPAP Standards Rule 2-2(a).

Restricted Appraisal Report This report was prepared in accordance with the requirements of the Restricted Appraisal Report option of USPAP Standards Rule 2-2(b). The intended user of this report is limited to the identified client. This is a Restricted Appraisal Report and the rationale for how the appraiser arrived at the opinions and conclusions set forth in the report may not be understood properly without the additional information in the appraiser's workfile.

**ADDITIONAL CERTIFICATIONS**

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- Unless otherwise indicated, I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to parties involved
- Unless otherwise indicated, I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- I have no bias with respect to the property that is the subject of this report or the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice that were in effect at the time this report was prepared.
- Unless otherwise indicated, I have made a personal inspection of the property that is the subject of this report.
- Unless otherwise indicated, no one provided significant real property appraisal assistance to the person(s) signing this certification (if there are exceptions, the name of each individual providing significant real property appraisal assistance is stated elsewhere in this report).
- This report has been prepared in accordance with Title XI of FIRREA as amended, and any implementing regulations.

**PRIOR SERVICES**

- I have **NOT** performed services, as an appraiser or in another capacity, regarding the property that is the subject of the report within the three-year period immediately preceding acceptance of this assignment.
- I **HAVE** performed services, as an appraiser or in another capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment. Those services are described in the comments below.

**PROPERTY INSPECTION**

- I  **HAVE** made a personal inspection of the property that is the subject of this report.
- I  have **NOT** made a personal inspection of the property that is the subject of this report.

**APPRAISAL ASSISTANCE**

Unless otherwise noted, no one provided significant real property appraisal assistance to the person signing this certification. If anyone did provide significant assistance, they are hereby identified along with a summary of the extent of the assistance provided in the report.

**ADDITIONAL COMMENTS**

Additional USPAP related issues requiring disclosure and/or any state mandated requirements: \_\_\_\_\_

**MARKETING TIME AND EXPOSURE TIME FOR THE SUBJECT PROPERTY**

- A reasonable marketing time for the subject property is 180 to 365 day(s) utilizing market conditions pertinent to the appraisal assignment.
- A reasonable exposure time for the subject property is 180 to 365 day(s).

**APPRAISER SUPERVISORY APPRAISER (ONLY IF REQUIRED)**

Signature   
 Name Steven Grant Gryseels  
 Date of Signature December 30, 2021  
 State Certification # \_\_\_\_\_  
 or State License # 1335811-G  
 State TX  
 Expiration Date of Certification or License 02/28/2022  
 Effective Date of Appraisal December 21, 2021

Signature \_\_\_\_\_  
 Name \_\_\_\_\_  
 Date of Signature \_\_\_\_\_  
 State Certification # \_\_\_\_\_  
 or State License # \_\_\_\_\_  
 State \_\_\_\_\_  
 Expiration Date of Certification or License \_\_\_\_\_  
 Supervisory Appraiser Inspection of Subject Property:  
 Did Not  Exterior Only from street  Interior and Exterior

***Affidavit of Appraiser - Certification of Non-Influence***

The appraiser named respectfully submits and represents to the following:

I hereby acknowledge to the best of my ability the following:

1. There have been no written or verbal communications or conversations between the mortgage lender or any staff person thereof and myself, my assistant, or any other staff member working on my behalf during the completion of this particular assignment or review assignment regarding a predetermined value for the subject property of this assignment.
2. I acknowledge that I have not been influenced, coerced, extorted, or bribed regarding the outcome of this appraisal report, nor am I knowingly aware of being recommended by any staff member, director, or agent of the mortgage lender's loan production staff, including the loan officer, to complete this assignment.
3. I certify that I have been engaged to provide a complete order with the information required for me to agree and complete a full appraisal assignment that meets USP AP guidelines and standards. Included on their order form was the originating lender's company name and address for purposes of inclusion on the appraisal report. No individual names from lender's staff, including loan officer name, was provided to me. No preliminary estimation of value, loan amount, or any similar information was provided to me or communicated to me or any staff person within my company. With respect to a Purchase Transaction, the Purchase Agreement (Sales Contract) was made available in its entirety (as required by USPAP Standard Rule 1- Sa). In the event the loan is an FHA transaction, I understand that the lender may require my identity, including my State Certification number; however, no attempt was made to coerce or influence the outcome of this appraisal report.
4. I acknowledge that I have completed this assignment and have only acted with the highest integrity and in a manner considered ethical to my profession, and consistent both with USPAP standards and the Appraiser Independence Requirements rules and regulations.
5. I acknowledge that I am not an employee of nor affiliated with the mortgage lender, and that I am not a staff appraiser to any entity that is either wholly or partially owned by the lender/investor or by any entity that is owned in whole or in part by a "Settlement Services" provider. By including this document within this appraisal report, I acknowledge to the best of my ability that all of the above statements are valid and true, I have honestly agreed with them, and that I have no objections or reservations to their contrary.

## **Privacy Notice**

Appraisers, along with all providers of personal financial services, are now required by federal law to inform their clients of the policies of the firm with regard to the privacy of client nonpublic personal information. As professionals, we understand that your privacy is very important to you and are pleased to provide you with this information.

### **Types of Nonpublic Personal Information We Collect**

In the course of performing appraisals, we may collect what is known as "nonpublic personal information" about you. This information is used to facilitate the services that we provide to you and may include the information provided to us by you directly or received by us from others with your authorization.

### **Parties to Whom We Disclose Information**

We do not disclose any nonpublic personal information obtained in the course of our engagement with our clients to nonaffiliated third parties except as necessary or as required by law. By way of example, a necessary disclosure would be to our employees, and in certain situations, to unrelated third party consultants who need to know that information to assist us in providing appraisal services to you. All of our employees and any third party consultants we employ are informed that any information they see as part of an appraisal assignment is to be maintained in strict confidence within the firm.

A disclosure required by law would be a disclosure by us that is ordered by a court of competent jurisdiction with regard to a legal action to which you are a party.

### **Confidentiality and Security**

We will retain records relating to professional services that we have provided to you for a reasonable time so that we are better able to assist you with your needs. In order to protect your nonpublic personal information from unauthorized access by third parties, we maintain physical, electronic and procedural safeguards that comply with our professional standards to insure the security and integrity of your information.

Please feel free to call us at any time if you have any questions about the confidentiality of the information that you provide to us.

**DEFINITION OF MARKET VALUE:** The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he considers his own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U. S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions\* granted by anyone associated with the sale.

\*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

### STATEMENT OF LIMITING CONDITIONS

**CONTINGENT AND LIMITING CONDITIONS:** The appraiser's certification that appears in the appraisal report is subject to the following conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. The appraiser assumes that the title is good and marketable and, therefore, will not render any opinions about the title. The property is appraised on the basis of it being under responsible ownership.
2. The appraiser has provided a sketch in the appraisal report to show approximate dimensions of the improvements and the sketch is included only to assist the reader of the report in visualizing the property and understanding the appraiser's determination of its size.
3. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in the appraisal report whether the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
4. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand.
5. The appraiser has estimated the value of the land in the cost approach at its highest and best use and the improvements at their contributory value. These separate valuations of the land and improvements must not be used in conjunction with any other appraisal and are invalid if they are so used.
6. The appraiser has noted in the appraisal report any adverse conditions (such as, needed repairs, depreciation, the presence of hazard wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the normal research involved in performing the appraisal. Unless otherwise stated in the appraisal report, the appraiser has no knowledge of any hidden or unapparent conditions of the property or adverse environmental conditions (including the presence of hazardous wastes, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied, regarding the condition of the property. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, the appraisal report must not be considered as an environmental assessment of the property.
7. The appraiser obtained the information, estimates, and opinions that were expressed in the appraisal report from sources that he or she considers to be reliable and believes them to be true and correct. The appraiser does not assume responsibility for the accuracy of such items that were furnished by other parties.
8. The appraiser will not disclose the contents of the appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice.
9. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that completion of the improvements will be performed in a workmanlike manner.
10. The appraiser must provide his or her prior written consent before the lender/client specified in the appraisal report can distribute the appraisal report (including conclusions about the property value, the appraiser's identity and professional designations, and references to any professional appraisal organizations or the firm with which the appraiser is associated) to anyone other than the borrower; the mortgage or its successors and assigns; the mortgage insurer; consultants; professional appraisal organizations; any state or federally approved financial institution; or any department, agency, or instrumentality of the United States or any state or the District of Columbia; except that the lender/client may distribute the property description section of the report only to data collection or reporting service(s) without having to obtain the appraiser's prior written consent. The appraiser's written consent and approval must also be obtained before the appraisal can be conveyed by anyone to the public through advertising, public relations, news, sales, or other media.

This appraisal report is subject to the scope of work, intended use, intended user, definition of market value, statement of assumptions and limiting conditions, and certifications. The appraiser may expand the scope of work to include any additional research or analysis necessary based on the complexity of this appraisal assignment.

**SCOPE OF WORK:** The scope of work for this appraisal is defined by the complexity of this appraisal assignment and the reporting requirements of this appraisal, including the following definition of market value, statement of assumptions and limiting conditions, and certifications. The appraiser must, at a minimum: (1) perform a complete visual inspection of the subject property, (2) inspect the neighborhood, (3) inspect each of the comparable sales from at least the street, (4) research, verify, and analyze data from reliable public and/or private sources, and (5) report his or her analysis, opinions, and conclusions in this appraisal report.

**INTENDED USE:** The intended use of this appraisal report is for the lender/client to evaluate the property that is the subject of this appraisal for a mortgage finance transaction.

**INTENDED USER:** The intended user of this appraisal report is the lender/client.

**DEFINITION OF MARKET VALUE:** The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he or she considers his or her own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U. S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions\* granted by anyone associated with the sale.

\*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

**STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS:** The appraiser's certification in this report is subject to the following assumptions and limiting conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it, except for information that he or she became aware of during the research involved in performing this appraisal. The appraiser assumes that the title is good and marketable and will not render any opinions about the title.
2. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in this appraisal report whether any portion of the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
3. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand, or as otherwise required by law.
4. The appraiser has noted in this appraisal report any adverse conditions (such as the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the research involved in performing this appraisal. Unless otherwise stated in this appraisal report, the appraiser has no knowledge of any hidden or unapparent deficiencies or adverse conditions of the property (such as, but not limited to, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) that would make the property less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, this appraisal report must not be considered as an environmental assessment of the property.
5. If the appraiser has based his or her appraisal report and valuation conclusion for an appraisal subject to certain conditions, it is assumed that the conditions will be met in a satisfactory manner.

**APPRAISER'S CERTIFICATION:** The Appraiser certifies and agrees that:

1. I have, at a minimum, developed and reported this appraisal in accordance with the scope of work requirements stated in this appraisal report.
2. I performed a complete visual inspection of the subject property. I reported the site characteristics in factual, specific terms.
3. I performed this appraisal in accordance with the requirements of the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
4. I developed my opinion of the market value of the real property that is the subject of this report based on the sales comparison approach to value. I have adequate comparable market data to develop a reliable sales comparison approach for this appraisal assignment.
5. I researched, verified, analyzed, and reported on any current agreement for sale for the subject property, any offering for sale of the subject property in the twelve months prior to the effective date of this appraisal, and the prior sales of the subject property for a minimum of three years prior to the effective date of this appraisal, unless otherwise indicated in this report.
6. I researched, verified, analyzed, and reported on the prior sales of the comparable sales for a minimum of one year prior to the date of sale of the comparable sale, unless otherwise indicated in this report.
7. I selected and used comparable sales that are locationally, physically, and functionally the most similar to the subject property.
8. I have reported adjustments to the comparable sales that reflect the market's reaction to the differences between the subject property and the comparable sales.
9. I verified, from a disinterested source, all information in this report that was provided by parties who have a financial interest in the sale or financing of the subject property.
10. I have knowledge and experience in appraising this type of property in this market area.
11. I am aware of, and have access to, the necessary and appropriate public and private data sources, such as multiple listing services, tax assessment records, public land records and other such data sources for the area in which the property is located.
12. I obtained the information, estimates, and opinions furnished by other parties and expressed in this appraisal report from reliable sources that I believe to be true and correct.
13. I have taken into consideration the factors that have an impact on value with respect to the subject neighborhood, subject property, and the proximity of the subject property to adverse influences in the development of my opinion of market value. I have noted in this appraisal report any adverse conditions (such as, but not limited to, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) observed during the inspection of the subject property or that I became aware of during the research involved in performing this appraisal. I have considered these adverse conditions in my analysis of the property value, and have reported on the effect of the conditions on the value and marketability of the subject property.
14. I have not knowingly withheld any significant information from this appraisal report and, to the best of my knowledge, all statements and information in this appraisal report are true and correct.
15. I stated in this appraisal report my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the assumptions and limiting conditions in this appraisal report.
16. I have no present or prospective interest in the property that is the subject of this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or opinion of market value in this appraisal report on the race, color, religion, sex, age, marital status, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property or on any other basis prohibited by law.
17. My employment and/or compensation for performing this appraisal or any future or anticipated appraisals was not conditioned on any agreement or understanding, written or otherwise, that I would report (or present analysis supporting) a predetermined specific value, a predetermined minimum value, a range or direction in value, a value that favors the cause of any party, or the attainment of a specific result or occurrence of a specific subsequent event (such as approval of a pending mortgage loan application).
18. I personally prepared all conclusions and opinions about the real estate that were set forth in this appraisal report. If I relied on significant real property appraisal assistance from any individual or individuals in the performance of this appraisal or the preparation of this appraisal report, I have named such individual(s) and disclosed the specific tasks performed in this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in this appraisal report; therefore, any change made to this appraisal is unauthorized and I will take no responsibility for it.
19. I identified the lender/client in this appraisal report who is the individual, organization, or agent for the organization that ordered and will receive this appraisal report.
20. The lender/client may disclose or distribute this appraisal report to: the borrower; another lender at the request of the borrower; the mortgagee or its successors and assigns; mortgage insurers; government sponsored enterprises; other secondary market participants; data collection or reporting services; professional appraisal organizations; any department agency, or instrumentality of the United States; and any state, the District of Columbia, or other jurisdictions; without having to obtain the appraiser's or supervisory appraiser's (if applicable) consent. Such consent must be obtained before this appraisal report may be disclosed or distributed to any other party (including, but not limited to, the public through advertising, public relations, news, sales, or other media).

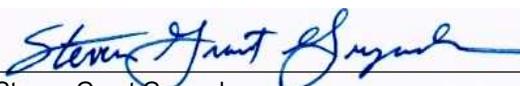
21. I am aware that any disclosure or distribution of this appraisal report by me or the lender/client may be subject to certain laws and regulations. Further, I am also subject to the provisions of the Uniform Standards of Professional Appraisal Practice that pertain to disclosure or distribution by me.

22. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

**SUPERVISORY APPRAISER'S CERTIFICATION:** The Supervisory Appraiser certifies and agrees that:

- 1. I directly supervised the appraiser for this appraisal assignment, have read the appraisal report, and agree with the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
- 2. I accept full responsibility for the contents of this appraisal report including, but not limited to, the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
- 3. The appraiser identified in this appraisal report is either a sub-contractor or an employee of the supervisory appraiser (or the appraisal firm), is qualified to perform this appraisal, and is acceptable to perform this appraisal under the applicable state law.
- 4. This appraisal report complies with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
- 5. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

APPRAISER

Signature   
 Name Steven Grant Gryseels  
 Company Name Hal Dunn & Associates  
 Company Address 5106 S. General Bruce Dr., Suite 200  
Temple, TX 76502  
 Telephone Number 254-541-0890  
 Email Address grantgryseels@yahoo.com  
 Date of Signature and Report December 30, 2021  
 Effective Date of Appraisal December 21, 2021  
 State Certification # \_\_\_\_\_  
 or State License # 1335811-G  
 or Other (describe) \_\_\_\_\_ State # \_\_\_\_\_  
 State TX  
 Expiration Date of Certification or License 02/28/2022

SUPERVISORY APPRAISER (ONLY IF REQUIRED)

Signature \_\_\_\_\_  
 Name \_\_\_\_\_  
 Company Name \_\_\_\_\_  
 Company Address \_\_\_\_\_  
 Telephone Number \_\_\_\_\_  
 Email Address \_\_\_\_\_  
 Date of Signature \_\_\_\_\_  
 State Certification # \_\_\_\_\_  
 or State License # \_\_\_\_\_  
 State \_\_\_\_\_  
 Expiration Date of Certification or License \_\_\_\_\_

ADDRESS OF PROPERTY APPRAISED

TBD 15 Acres out of 9132 Trimmer Rd.  
Killeen, TX 76542

APPRAISED VALUE OF SUBJECT PROPERTY \$ See Cover Letter.

LENDER/CLIENT

Name JJ Johnson  
 Company Name Killeen Independent School District  
 Company Address P.O. Box 967, Killeen, TX 76540  
 Email Address jj.johnson@killeenisd.org

SUBJECT PROPERTY

- Did not inspect subject property
- Did inspect exterior of subject property from street  
Date of Inspection \_\_\_\_\_
- Did inspect interior and exterior of subject property  
Date of Inspection \_\_\_\_\_

COMPARABLE SALES

- Did not inspect exterior of comparable sales from street
- Did inspect exterior of comparable sales from street  
Date of Inspection \_\_\_\_\_

**DEFINITION OF MARKET VALUE:** The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeable and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he considers his own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions\* granted by anyone associated with the sale.

\*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

#### **CERTIFICATION AND STATEMENT OF LIMITING CONDITIONS**

**CERTIFICATION:** The Appraiser certifies and agrees that:

1. The Appraiser has no present or contemplated future interest in the property appraised; and neither the employment to make the appraisal, nor the compensation for it, is contingent upon the appraised value of the property.
2. The Appraiser has no personal interest in or bias with respect to the subject matter of the appraisal report or the participants to the sale. The 'Estimate of Market Value' in the appraisal report is not based in whole or in part upon the race, color, or national origin of the prospective owners or occupants of the property appraised, or upon the race, color or national origin of the present owners or occupants of the properties in the vicinity of the property appraised.
3. The Appraiser has personally inspected the property, both inside and out, and has made an exterior inspection of all comparable sales listed in the report. To the best of the Appraiser's knowledge and belief, all statements and information in this report are true and correct, and the Appraiser has not knowingly withheld any significant information.
4. All contingent and limiting conditions are contained herein (imposed by the terms of the assignment or by the under-signed affecting the analyses, opinions, and conclusions contained in the report).
5. This appraisal report has been made in conformity with and is subject to the requirements of the Code of Professional Ethics and Standards of Professional Conduct of the appraisal organizations with which the Appraiser is affiliated.
6. All conclusions and opinions concerning the real estate that are set forth in the appraisal report were prepared by the Appraiser whose signature appears on the appraisal report, unless indicated as 'Review Appraiser'. No change of any item in the appraisal report shall be made by anyone other than the Appraiser, and the Appraiser shall have no responsibility for any such unauthorized change.

**CONTINGENT AND LIMITING CONDITIONS:** The certification of the Appraiser appearing in the appraisal report is subject to the following conditions and to such other specific and limiting conditions as are set forth by the Appraiser in the report.

1. The Appraiser assumes no responsibility for matters of a legal nature affecting the property appraised or the title thereto, nor does the Appraiser render any opinion as to the title, which is assumed to be good and marketable. The property is appraised as though under responsible ownership.
2. Any sketch in the report may show approximate dimensions and is included to assist the reader in visualizing the property. The Appraiser has made no survey of the property.
3. The Appraiser is not required to give testimony or appear in court because of having made the appraisal with reference to the property in question, unless arrangements have been previously made therefor.
4. Any distribution of the valuation in the report between land and improvements applies only under the existing program of utilization. The separate valuation for land and building must not be used in conjunction with any other appraisal and are invalid if so used.
5. The Appraiser assumes that there are no hidden or unapparent conditions of the property, subsoil, or structures, which would render it more or less valuable. The Appraiser assumes no responsibility for such conditions, or for engineering which might be required to discover such factors.
6. Information, estimates, and opinions furnished to the Appraiser, and contained in the report, were obtained from sources considered reliable and believed to be true and correct. However, no responsibility for accuracy of such items furnished the Appraiser can be assumed by the Appraiser.
7. Disclosure of the contents of the appraisal report is governed by the Bylaws and Regulations of the professional appraisal organizations with which the Appraiser is affiliated.
8. Neither all, nor any part of the content of the report, or copy thereof (including conclusions as to the property value, the identity of the Appraiser, professional designations, reference to any professional appraisal organizations, or the firm with which the Appraiser is connected), shall be used for any purposes by anyone but the client specified in the report, the borrower if appraisal fee paid by same, the mortgagee or its successors and assigns, mortgage insurers, consultants, professional appraisal organizations, any state or federally approved financial institution, any department, agency, or instrumentality of the United States or any state or the District of Columbia, without the previous written consent of the Appraiser; nor shall it be conveyed by anyone to the public through advertising, public relations, news, sales, or other media, without the written consent and approval of the Appraiser.
9. On all appraisals, subject to satisfactory completion, repairs, or alterations, the appraisal report and value conclusion are contingent upon completion of the improvements in a workmanlike manner.

**ENVIRONMENTAL DISCLAIMER:** The value estimated is based on the assumption that the property is not negatively affected by the existence of hazardous substances or detrimental environmental conditions unless otherwise stated in this report. The appraiser is not an expert in the identification of hazardous substances or detrimental environment conditions. The appraiser's routine inspection of and inquiries about the subject property did not develop any information that indicated any apparent significant hazardous substances or detrimental environmental conditions which would affect the property negatively unless otherwise stated in this report. It is possible that tests and inspections made by a qualified hazardous substance and environmental expert would reveal the existence of hazardous substances or detrimental environmental conditions on or around the property that would negatively affect its value.

Date: December 30, 2021

Appraiser(s) Steven Grant Gryseels

Steven Grant Gryseels

### APPRAISER DISCLOSURE STATEMENT

**Appraiser:**

Name of Appraiser: Steven Grant Gryseels

Class of Certification/Licensure:  Certified General  
 Certified Residential  
 Licensed Residential  
 Temporary  General  Licensed  
 Registered Real Estate Appraiser Assistant

Certification/Licensure Number: 1335811-G

Scope: This Report  is within the scope of my Certification or License.  
 is not within the scope of my Certification or License.

Service Provided by:  Disinterested & Unbiased Third Party  
 Interested & Biased Third Party  
 Interested Third Party on Contingent Fee Basis

**Supervisor:**

Name of Supervisor: \_\_\_\_\_

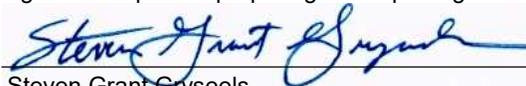
Class of Certification/Licensure:  Certified General  
 Certified Residential  
 Licensed Residential  
 Temporary  General  Licensed

Certification/Licensure Number: \_\_\_\_\_

Scope: This Report  is within the scope of my Certification or License.  
 is not within the scope of my Certification or License.

Service Provided by:  Disinterested & Unbiased Third Party  
 Interested & Biased Third Party  
 Interested Third Party on Contingent Fee Basis

Signature of person preparing and reporting the Appraisal:

  
\_\_\_\_\_  
Steven Grant Gryseels

Signature of Supervisor:  
\_\_\_\_\_  
\_\_\_\_\_

This form must be included in conjunction with all appraisal assignments or specialized services performed by a state-certified or state-licensed real estate appraiser.



**Certified General  
Real Estate Appraiser**

Appraiser: **STEVEN GRANT GRYSEELS**

License #: **TX 1335811 G**

License Expires: **02/28/2022**

Having provided satisfactory evidence of the qualifications required by the Texas Appraiser Licensing and Certification Act, Occupations Code, Chapter 1103, authorization is granted to use this title:  
Certified General Real Estate Appraiser

For additional information or to file a complaint please contact TALCB at [www.talcb.texas.gov](http://www.talcb.texas.gov).

**Chelsea Buchholtz  
Commissioner**

## **QUALIFICATIONS OF S. GRANT GRYSEELS**

Mr. Steven Grant Gryseels became a State Certified General Real Estate Appraiser on February 7, 2006. He has been engaged in the analysis and appraisal of real estate since January of 2003, appraising various types of real estate for Harold P. Dunn (Hal Dunn & Associates). Mr. Gryseels has appraised various types of real estate including single-family and multi-family residences, apartments, various commercial/office/retail buildings, industrial buildings, churches, subdivisions, raw land of all kinds, and farm/ranch properties.

Mr. Gryseels specializes in the appraisal of commercial real estate (including industrial and multi-family properties), and has appraised many types of commercial properties for various banks, mortgage companies, public/government entities (city, county, state, and federal), and private parties in various counties/markets in the Central Texas area.

### **COVERAGE AREA:**

Bell, Coryell, Falls, Lampasas, McLennan, Williamson, Milam, Hamilton, Mills, San Saba, Comanche, Erath, Hill, Navarro, Burnet, Coleman, Johnson, Victoria, Bexar, Comal, Bastrop, Travis, Brown, Llano, Limestone, Robertson, Mason, and Hays counties.

### **EDUCATIONAL BACKGROUND:**

Mr. Gryseels graduated in 2002, with a Bachelor of Business Administration degree in Finance from Baylor University. Since then, he has completed many continuing education courses in the field of real estate appraisal.

### **TEXAS REAL ESTATE APPRAISER CERTIFICATION:**

State Certified General Real Estate Appraiser: TX-1335811-G, effective February 7, 2006. FHA certified on October 30, 2006.

### **CURRENT STATUS:**

Mr. Gryseels is the president of CenTex Valuation LLC, and performs appraisal inspections and completes appraisal reports for Hal Dunn & Associates. Mr. Gryseels is engaged in the valuation of all types of real estate throughout the Central Texas area. Mr. Gryseels responsibilities include research, inspection, and report preparation for various types of appraisal assignments.

### **APPRAISAL COURSES COMPLETED:**

Real Estate Principles: Baylor University, 12/15/01, Semester Course  
 Real Estate Appraisal: Baylor University, 05/15/02, Semester Course  
 USPAP: Leonard Hawes Real Estate School, 05/08/03, 15 Hours  
 Appraisal 0211: Austin Institute of Real Estate, 12/13/03, 30 Hours  
 Appraising Residential Properties: Lon Morris College, 01/28/05, 30 Hours  
 Income Property Appraisal: Texas A&M Commerce, 09/06/05, 30 Hours  
 USPAP: Foundation of Real Estate Appraisers, 11/04/05, 15 Hours  
 USPAP: Champions School of Real Estate, 01/16/08, 7 Hours  
 AQE Residential Report Writing: Champions School of Real Estate, 01/17/08, 15 Hours  
 Residential Cost Approach: Champions School of Real Estate, 01/17/08, 7 Hours  
 USPAP 2010-2011 Update: Champions School of Real Estate, 02/09/10, 7 Hours  
 Commercial Appraisal: Champions School of Real Estate, 01/26/10, 3.5 Hours  
 FHA & VA Appraisal: Champions School of Real Estate, 01/28/10, 7 Hours  
 Supervising Appraisal Trainees: Champions School of Real Estate, 01/28/10, 3.5 Hours  
 Mortgage Fraud: Champions School of Real Estate, 02/03/10, 7 Hours  
 USPAP 2012-2013 Update: Champions School of Real Estate, 01/31/12, 7 Hours  
 Foreclosure Basics for Appraisers: Champions School of Real Estate, 01/23/12, 7 Hours  
 Appraisal of 2-4 Family & MF: Champions School of Real Estate, 01/20/12, 7 Hours  
 Challenging Assignments: Champions School of Real Estate, 02/01/12, 7 Hours  
 Methodology and Applications of Sales Comparison: CSRE, 01/17/14, 7 Hours  
 Green Residences and Appraisals: CSRE, 01/23/14, 7 Hours  
 Appraisal Review of Residential Properties: CSRE, 01/15/14, 7 Hours  
 USPAP 2014-2015 Update: CSRE, 02/23/14, 7 Hours  
 Appraisal of Land Subject to Ground Leases: McKissock School, 02/16/2016, 7 Hours  
 Appraisal of Fast Food Facilities: McKissock School, 02/19/2016, 7 Hours  
 USPAP 2016-2017 Update: McKissock School, 02/19/2016, 7 Hours  
 Appraisal of Self-Storage Facilities: McKissock School, 02/22/2016, 7 Hours  
 USPAP 2018-2019 Update: McKissock School, February 2018, 7 Hours  
 Creating Credible Appraisals; Financing for Appraisers: Allied Business School, February 2018, 21 Hours  
 USPAP 2020-2021 Update: Columbia Institute, 02/04/2020, 7 Hours  
 Appraisal Review of Residential Properties: Columbia Institute, 02/03/2020, 7 Hours  
 Defensible Appraising: Columbia Institute, 01/30/2020, 7 Hours  
 Green-in Residences and Appraisals: Columbia Institute, 01/22/2020, 7 Hours

### **REFERENCES:**

National United Bank: Christy Lavender: 512-556-8288  
 First National Bank Texas: Pat Foster: 800-677-9801  
 OptimaValuation: Jonathan Chilson: 512-769-0851

RE: Possible Appraisal

From: Johnson, JJ S (jjjohnson@killeenisd.org)  
To: grantgryseels@yahoo.com  
Cc: Letty Adams@killeenisd.org  
Date: Wednesday, October 27, 2021, 11:35 AM CDT

Yes, Sir, you're tracking. It would be ideal if you could provide a total appraised value (of the 15 acres) and a value per acre just in case we sell slightly more or less.

Please proceed, as able, and feel free to send the invoice to Letty once complete.

Appreciatively,

JJ

From: Grant Gryseels <grantgryseels@yahoo.com>  
Sent: Wednesday, October 27, 2021 11:38 AM  
To: Johnson, JJ S <jj.johnson@killeenisd.org>  
Cc: Adams, Letty <Letty.Adams@killeenisd.org>  
Subject: Re: Possible Appraisal

**CAUTION: This email originated from outside Killeen ISD. DO NOT click links or open attachments unless you recognize the sender and know the content is safe. For assistance, contact the Help Desk @ (254) 336-2999.**

Sounds good. Looks like you are referring to approximately 15 acres off of Trimmer in front of your existing facility at Property ID#455443. The fee would be \$1750 to \$2000, somewhere in there.

Completion would be in December. Let me know if you would like to proceed, and if you need anything else from me.

Thank you,

**Grant Gryseels**  
General Real Estate Appraiser  
TX-1335811-G  
(254) 541-0890 (Call or Text)  
[grantgryseels@yahoo.com](mailto:grantgryseels@yahoo.com) (Email)

On Wednesday, October 27, 2021, 11:38:59 AM CDT, Johnson, JJ S <jj.johnson@killeenisd.org> wrote:

Grant,

Good day to you. When you have a moment, may we discuss a potential appraisal? Attached you will find a schematic design of our Sheridan Transportation Facility. On the Southwest side you will see 15+/- acres that we may be looking to sell.

JJ

# INVOICE

Company Hal Dunn & Associates  
 Appraiser Steven Grant Gryseels  
 Address 5106 S. General Bruce Dr #200  
 City, State, Zip Temple, TX 76502  
 GrantGryseels@yahoo.com

Tax ID#457-88-3769

**Contract Information**

BILL TO

PROPERTY

Killeen Independent School District, C/O JJ Johnson  
 P.O. Box 967  
 Killeen, TX 76540

N/A  
 TBD 15 Acres out of 9132 Trimmier Rd. Unit No. \_\_\_\_\_  
 Killeen, TX 76542

LENDER NO.	LOAN NO.	LOAN OFFICER	INVOICE DATE	INVOICE NO.
			December 30, 2021	156121-SGG

DESCRIPTION	PRICE INFO.	MISC INFO.	INVOICE AMOUNT
Appraisal			2,000.00

**Comments/Notes**

Please include on the check memo line one or more of the following options:  
 The File NO located on the upper-right corner of this invoice ...or the Property Address..  
 ...or clip the payment slip off the invoice and include with the check. Thank you

Subtotal	\$	2,000.00
Shipping & Handling	\$	
Sales Tax @	%	
<b>Total</b>	<b>\$</b>	<b>2,000.00</b>

(Office Copy - Clients Copy - Lenders Copy)

LENDER. NO.	LOAN NO.	LOAN OFFICER	INVOICE DATE	INVOICE NO.
			December 30, 2021	156121-SGG

Borrower: N/A

Property Address: TBD 15 Acres out of 9132 Trimmier Rd., Killeen, TX 76542

Billed To: Killeen Independent School District, C/O JJ Johnson  
 P.O. Box 967  
 Killeen, TX 76540

<b>Amount Due</b>	<b>\$ 2,000.00</b>
<b>Amount Paid</b>	<b>\$</b>

Mail To: Hal Dunn & Associates  
 5106 S. General Bruce Dr #200  
 Temple, TX 76502

Contact: Steven Grant Gryseels  
 Phone #: 254-541-0890

## PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (“Agreement”) is made and entered into by and between **CITY OF KILLEEN**, (“Buyer”) and **KILLEEN INDEPENDENT SCHOOL DISTRICT**, (“Seller”) as of the Effective Date, hereinafter defined. Seller and Buyer shall be referred to herein individually as “Party” and collectively as “Parties.”

### ARTICLE I DEFINED TERMS AND EXHIBITS

1.1 This Agreement uses the following terms as defined below:

a. “Business Day” or “Business Days” means any day that is (a) not Saturday or Sunday; (b) not a public holiday as defined by the Texas Government Code; (c) not a day designated as a non-work day by either the Buyer or Seller; and (d) both Buyer and Seller are open for business.

b. “Closing” means the consummation of the purchase of the Property by Buyer from Seller in accordance with the terms and provisions of this Agreement.

c. “Closing Date” means the day of the Closing as defined in Section 10.1.

d. “Earnest Money” means the portion of the Purchase Price deposited by the Buyer in escrow with the Title Company at the time and in the amounts specified in Section 3.2 hereof, plus accrued interest thereon, if any.

e. “Effective Date” means the later of (a) the date that a copy of the fully executed Agreement is received by the Title Company; or (b) the date that the Earnest Money is deposited with the Title Company.

f. “Environmental Law(s)” means any federal, state, or local laws, ordinances, codes, rules, regulations, judicial or administrative orders or judgments, common law duty, permits, certifications, registrations, licenses, or policies directed to, governing, addressing, or imposing liability or use, storage, treatment, transportation, manufacture, refinement, handling, production, disposal, or other standards of conduct with respect to or otherwise relating to (i) protection of human health, natural resources, or the environment; or (ii) manufacturing, processing, distribution, use, treatment, storage, disposal, release or threatened release, spilling, leaking, pumping, pouring, emitting, injecting, depositing, discharging, escaping, dumping, leaching or leaking of Hazardous Materials (as herein defined). Such laws shall include, but not be limited to, the following acts, as amended: the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended (42 U.S.C. § 9.601 et. seq.); the Hazardous Materials Transportation Act, as amended (49 U.S.C. § 18.01 et. seq.); the Resource Conservation and Recovery Act, as amended (42 U.S.C. § 69.01 et. seq.); the Toxic Substances Control Act; the Clean Water Act; the Clean Air Act; the Safe Drinking Water Act, and in the regulations adopted in publications promulgated pursuant to the foregoing acts, all as amended from time to time.

g. “Execution Date” means the date on which the last Party to this Agreement executes the Agreement and is thus, fully executed by both Buyer and Seller.

h. “Hazardous Materials” means all pollutants, contaminants and other materials, substances and wastes which are hazardous, toxic, caustic, harmful or dangerous to human health or the environment, including (a) petroleum or petroleum products, fractions, derivatives or additives, natural or synthetic gas, urea formaldehyde, foam insulation, polychlorinated biphenyls, and radon gas; (b) radioactive materials, substances, and waste and radiation; (c) any flammable substances or explosives; (d) all asbestos (friable or non-friable) and lead-based paint; (e) any substances included within the definitions of “hazardous substances,” “hazardous materials,” “toxic substances,” “solid waste,” “toxic chemicals,” “toxic pollutants,” “contaminants,” “pollutants,” “solid waste,” “hazardous wastes,” “extremely hazardous substances,” “restricted hazardous wastes,” or words of similar import under any Environmental Law; and (f) any other substance to which exposure is prohibited, limited, or regulated under any Environmental Law.

i. “Improvements” means any buildings, structures, fixtures, utilities, infrastructure and other improvements attached to the Property.

j. “Inspection Period” means the period commencing with the Effective Date and ending at 5:00 p.m. of the day that is sixty (60) days thereafter, as further described in Article 8 of this Agreement.

k. “Permitted Exceptions” means those exceptions or conditions that are acceptable to Buyer or deemed to be acceptable if waived in accordance with Section 4.4.

l. “Property” means a parcel of land containing approximately 15 acres out of Lot 1, Block 1, KISD Satellite Transportation Facility, Killeen, Bell County, TX, also described as 9132 Trimmier Rd., Killeen, TX 76542, more specifically described in Exhibit A, with the final location, acreage, and metes and bounds description to be determined by the Survey described in Section 4.3 (“Land”) together with all singular rights and appurtenances pertaining to such Land and being owned by Seller, including (i) all Improvements located thereon and thereunder; and (ii) all easements, tenements, hereditaments, privileges and appurtenances in any way benefitting such Land, including, but not limited to: (a) any Land to the midpoint of the bed of any highway, street, alley, road or avenue, open or proposed, in front of, abutting, or adjoining such Land; (b) any land lying in or under the bed of any creek, stream, bayou or river running through, abutting or adjacent to such Land; (c) any riparian, appropriative or other water rights of Seller appurtenant to such Land and relating to surface or subsurface waters; (d) the present or future use of wastewater (sewer) capacity, drainage, water capacity, utility commitments, and other utility facilities that pertain to or benefit such Land; (e) any strips, gores or pieces of property abutting, bounding or which are adjacent or contiguous to such Land; (f) any reversionary interests benefitting such Land; (g) any rights-of-way, rights of ingress or egress, or other interests in, on or to any land, highway, street, road or avenue, open or proposed, in, on, across, in front of, abutting or adjoining such Land, and any awards made, or to be made in lieu thereof, and in and to any unpaid awards for damage

thereto by reason of a change of grade of any such highway, street, road or avenue; (h) any easement across, adjacent to or benefiting the such Land, existing or abandoned; and (i) any zoning variances and governmental concessions applicable to the Land.

m. “Purchase Price” means the total consideration to be paid by Buyer to Seller for the purchase of the Property under Section 3.1.

n. “Survey” means a survey of the Property prepared by the Surveyor in accordance with Section 4.3.

o. “Surveyor” means a licensed surveyor selected by Buyer.

p. “Title Commitment” means the commitment for title insurance issued by the Title Company covering the Property.

q. “Title Company” means: Monteith Abstract and Title Co.; 2500 Bacon Ranch Road, Killeen, Texas 76542; telephone: (254) 526-7585.

r. “Title Policy” means the Owner’s Policy of Title Insurance issued by the Title Company under Section 4.2.

1.2 The following Exhibits are attached hereto and incorporated herein for all purposes:

a. Exhibit A-1 Property Description

b. Exhibit A-2 Property Sketch

c. Exhibit B Form of Special Warranty Deed

## **ARTICLE II AGREEMENT OF PURCHASE AND SALE**

2.1 The Property. Upon the terms and conditions of this Agreement, Seller agrees to sell and convey to Buyer the Property and Buyer hereby agrees to buy and take the Property from Seller. The Property will be conveyed at Closing by Seller to Buyer in fee simple with good and indefeasible title, free and clear of all encroachments, liens, encumbrances, covenants, conditions, restrictions, rights-of-way, easements, rights of surface use in favor of any outstanding mineral interest, and other matters affecting title, except for Permitted Exceptions.

## **ARTICLE III PURCHASE PRICE**

3.1 The Purchase Price. The Purchase Price to be paid by Buyer to Seller for the Property shall be Three Hundred Sixty Thousand and no/100 Dollars (\$360,000.00) based on an estimated net land area of 15 acres, with the final Purchase Price being determined by the Survey at \$24,000.00 per acre. The Purchase Price, plus or minus any adjustments set forth herein, shall be payable to Seller on the Closing Date through the Title Company in cash or by wire transfer of funds.

3.2 Earnest Money. On or before the date that is five (5) days after the Effective Date, Buyer will deposit the sum of Thirty-Six Thousand and No/100 Dollars (\$36,000.00) with the Title Company in an interest-bearing account, ("Earnest Money") to be held by the Title Company in escrow. If the purchase and sale hereunder is consummated in accordance with the terms and provisions of this Agreement, the entire Earnest Money, including any interest, shall be applied by the Title Company as partial payment of the Purchase Price due at the Closing. During the Inspection Period, the Earnest Money, including any interest, shall be fully refundable to the Buyer except for the Independent Consideration as set forth in Section 3.3 and if Buyer provides written notice of termination of this Agreement on or before the end of the Inspection Period, Buyer and Seller do hereby expressly instruct the Title Company to release the Earnest Money less the Independent Consideration to Buyer within three (3) Business Days of the receipt of notice from the Buyer without the need for further instructions from either Party. In all other events, the Earnest Money shall be disposed of by the Title Company as provided herein.

3.3 Contract Consideration. As independent consideration for this Agreement, Buyer shall pay Seller the amount of One Hundred and No/100 Dollars (\$100.00) ("Independent Consideration"), which amount has been bargained for and agreed to as consideration for Seller's execution and delivery of this Agreement and Buyer's right to terminate during the Inspection Period. The Independent Consideration may be applied to the Purchase Price but otherwise is nonrefundable in all events.

#### **ARTICLE IV TITLE AND SURVEY**

4.1 Title Commitment. Within ten (10) days of the Effective Date of the Agreement, Seller shall deliver or cause the Title Company to issue and deliver the Title Commitment to the Buyer, together with correct and legible copies of all instruments pertaining to the Property and those referred to in the Title Commitment as conditions or exceptions to title to the Property, including, without limitation, copies of the vesting deed or instrument, liens, easements, and recorded plats. The Title Commitment shall set forth the state of title to the Property together with all exceptions or conditions to such title, including, but not limited to, all easements, restrictions, rights-of-way, covenants, reservations, leases, recorded plats, and all other encumbrances affecting the Property that would appear in the Title Policy, if issued of such date. The Title Commitment shall contain the express commitment of the Title Company to issue the Title Policy to Buyer in the amount of the Purchase Price as set forth in Section 3.1, insuring such title to the Property as is specified in the Title Commitment with the standard printed exceptions endorsed or deleted in accordance with Section 4.2 hereof.

4.2 Title Policy. At Closing or shortly thereafter, at Buyer's expense (for the basic title premium), the Title Company will issue the Title Policy underwritten by a guaranty company acceptable to Buyer. The Title Policy shall be issued by the Title Company in the amount of the Purchase Price and shall insure good and indefeasible fee simple title to the Property in Buyer. The Title Policy may be subject to the Permitted Exceptions but shall contain no additional exceptions.

4.3 Survey. Buyer shall cause the Surveyor to prepare a survey as set forth herein ("Survey") and deliver the Survey to Buyer, Seller, and Title Company within twenty (20) days of

Buyer's receipt of the Title Commitment. The Survey shall (i) show the location of all improvements, highways, streets, roads, fences, easements, and rights-of-way on or adjacent to the Property; (ii) show all visible discrepancies, conflicts, or encroachments; (iii) show the zone designation of any area shown as being within a Special Flood Hazard Area according to current Federal Emergency Management Agency Maps which make up a part of the National Flood Insurance Administration Report; (iv) be a true, correct, and accurate representation of the Property; (v) set forth the number of total acres and square feet comprising the Property with a metes and bounds description thereof; (vi) reference the Title Company and Title Commitment file number for the Property and indicate whether the exceptions contained in Schedule B of the Title Commitment do or do not apply to the Property; (vii) include references to the recording information applicable to the documents creating all encumbrances affecting the Property, including, easements or rights-of-way, such information to include the county in which such information is recorded; (viii) contain a certification specifically to Buyer, Seller, and Title Company in a form reasonably satisfactory to Buyer; and (ix) comply with such other terms and conditions as may be reasonably required by Buyer. The Surveyor shall locate and mark all corners and angles of the Property's perimeter on the ground with permanent, buried iron surveyor's stakes. The Parties shall have the right to object to the Survey, including, but not limited to, the boundaries and configuration of the Property shown thereon, pursuant to the provisions of Section 4.4. The exact size, total number of acres, location, and legal description of the Property is to be provided by the Survey and, upon completion and approval of the Survey, the metes and bounds description contained in the Surveyor's signed and sealed field notes shall be incorporated herein by reference as the description of the Property for all purposes, including replacing the description of the Property in Section 1.1(m) and delivery of the deed from Seller to Buyer conveying title to the Property. The Survey shall be subject to the review of each Party in its respective sole discretion. Seller shall have twenty (20) days after receipt of the Survey to notify the Buyer of any objections to matters contained within. If the Buyer is unable or unwilling to cure such objections or cause such objections to be cured prior to the end of the Inspection Period, then, as their sole and exclusive remedy, either Seller or Buyer may terminate this Agreement with prior written notice to the other party prior to the expiration of the Inspection Period, whereupon the Earnest Money and any interest accrued thereon shall be returned to Buyer, the Independent Consideration delivered to the Seller, and neither Party shall have any further rights or obligations hereunder except for those obligations which expressly survive termination of this Agreement.

4.4 Review of the Survey and Title Commitment by Buyer. Buyer shall have until ten (10) days after receipt of the Title Commitment and the Survey, whichever is later ("Title Objection Period"), to review the Title Commitment; instruments referenced on the Title Commitment; any other matter or instrument creating conditions, exceptions or reservations, or otherwise affecting title; and the Survey and to deliver in writing such objections as Buyer may have to anything contained on or created by any of the foregoing (collectively, the "Title Objections"). Any such items to which Buyer does not object within such the Title Objection Period shall be deemed to be Permitted Exceptions.

4.5 Seller's Opportunity to Cure Buyer's Objections to Title or Existing Survey and/or Survey. If Buyer delivers written notice of any Title Objections to Seller in accordance with Section 4.4 hereof, then Seller shall have a period of ten (10) days in which Seller (or any extension thereof agreed to by the Parties), at Seller's option, may undertake to eliminate or satisfy the Title Objections to the satisfaction of Buyer. If Seller is unable or unwilling to so correct the Survey or

cure said Title Objections, Seller shall deliver Buyer written notice thereof (“Title Notice”) and Buyer may either (a) provide written notice that it waives its Title Objections or any Title Objections not cured and accept title to the Property subject to the exceptions and the Survey as delivered; or (b) terminate this Agreement. Buyer shall have until the later of (i) the conclusion of the Inspection Period; or (ii) the date that is fifteen (15) days after receipt of Seller’s Title Notice in which to make such election. Failure of Buyer to make an election within such period shall be deemed an election by Buyer under option (a) above. Should Buyer elect, or be deemed to have elected, option (a) above, this Agreement shall remain in full force and effect and, provided the purchase and sale of the Property closes as provided herein, Buyer shall take the Property subject to any uncured Title Objections which shall then be deemed additional Permitted Exceptions. The Closing Date shall be extended, if necessary, in order to effectuate the time periods provided in this Section 4.5. If on the Closing Date there are any Monetary Liens or other encumbrances on the Property that Seller is obligated to pay and discharge, Seller shall have the right to instruct the Title Company to use any cash portion of the Purchase Price for the Property to satisfy the same, provided that Seller shall have delivered to Buyer or the Title Company on or before the Closing, instruments in recordable form sufficient to satisfy and release such Monetary Liens and other encumbrances of record, together with the cost of recording or filing said instruments. In the event this Agreement is terminated by Buyer pursuant to clause (b) of this Section 4.5, without the necessity of any other notice or approval, the Title Company immediately shall deliver to Buyer the Earnest Money and all interest accrued thereon, less the Independent Consideration, which shall be paid to Seller, and neither Party hereto shall have any further obligation or liability under this Agreement.

**ARTICLE V  
REPRESENTATIONS AND WARRANTIES OF BUYER**

5.1 Buyer represents, warrants, covenants and agrees with Seller that as of the Execution Date and as of the Closing Date, Buyer has or shall have the full right, power and authority to purchase the Property from Seller as provided in this Agreement and to carry out its obligations hereunder and that all required action by the Buyer’s governing body necessary to authorize Buyer to enter into this Agreement and to carry out its obligations hereunder has been or will have been taken by Closing.

**ARTICLE VI  
REPRESENTATIONS AND WARRANTIES OF SELLER**

6.1 Seller hereby represents that it is duly authorized and empowered to sell the Property.

**ARTICLE VII  
EXPRESS COVENANTS**

7.1 Seller’s Covenants. Between the Execution Date and Closing, Seller expressly covenants and agrees that:

- a. Within ten (10) days of the Effective Date, Seller shall deliver to Buyer the following documents, to the extent Seller has knowledge and possession of same, relating

to or in connection with the Property, to the extent in Seller's possession or control: (i) copies of site plans and specifications; (ii) plats, surveys, grading maps, topography maps, utility maps and plans, and any other types of maps relating to the Property; (iii) copies of engineering, environmental, asbestos, traffic, wildlife, antiquities, wetlands, drainage, and development impact studies or reports; (iv) copies of all water, wastewater, and utility capacity letters; (v) all licenses, permits, variances, approvals, consents, authorizations, and waivers; (vi) copies of all drainage and detention reports, agreements, or other documents relating to drainage and/ or detention; (vii) copies of any documents pertaining to governmental restrictions or obligations (including, without limitation, zoning, PIDs, PUDs, TIRZs, or similar matters); (viii) a current roll of any leases and a copy of all leases; (ix) a current list of all tangible personal property and fixtures located on, attached to, or used in connection with the Property; (clauses (i) through (ix) referred to collectively "Deliverables");

b. Seller shall maintain the Property in the same manner as Seller has prior to the Execution Date except as otherwise specifically set forth herein;

c. Seller shall terminate in writing all existing tenancies, leases, or rights to occupy any portion of the Property and all service contracts relating to or in connection with the Property on or before the Closing Date; and

d. Seller promptly shall furnish Buyer with a copy of all notices of violation of laws or municipal ordinances, regulations, order or requirements of any state, city, or municipal departments or other governmental authorities having jurisdiction over the Property.

7.2 Seller expressly grants Buyer and any consultant hired by Buyer access to and entry to and upon the Property during the Inspection Period to perform inspections as set forth in this Agreement and as determined by Buyer.

## **ARTICLE VIII CONDITIONS PRECEDENT TO BUYER'S PERFORMANCE**

8.1 Buyer shall not be obligated to perform under this Agreement unless all of the following shall have occurred:

a. Title. Seller shall have good, indefeasible, and insurable fee simple title in and to the Property, shall have terminated any existing recorded or unrecorded leases, and has caused any parties in possession to have vacated the Property. Title to the Property shall be subject only to the Permitted Exceptions as provided in this Agreement.

b. Closing Documents. Seller shall have provided to Buyer at Closing, each of the documents required pursuant to Section 10.2(a) hereof, in form and content mutually satisfactory to Buyer and Seller.

c. No Condemnation. On the Closing Date, no portion of the Property shall have been condemned or sold under threat of condemnation, or is subject to any proceedings for condemnation.

d. Buyer's Investigation. Within the Inspection Period, in its sole discretion, Buyer will inspect the Property to determine if it is suitable for the Buyer's use. Upon execution of this Agreement, Seller hereby grants Buyer and its designated representatives the continual right to access and enter the Property for purposes of its inspection and due diligence, including, without limitation, conducting the Survey, soil tests, environmental and engineering studies, asbestos inspections, antiquities studies, topographical surveys, and any such other tests and studies as Buyer deems necessary to determine the suitability of the Property for Buyer's purposes. All tests and inspections shall be conducted in a good and workmanlike manner and in conformity with all applicable governmental and industry standards. After completion of such inspection, except in the event that Buyer proceeds to Closing, Buyer shall restore the Property to substantially the same condition as before such inspection commenced.

## 8.2 Development Agreement

a. Joint Development Agreement. During the Inspection Period, Buyer and Seller shall negotiate and attempt to agree upon certain development rights and obligations with respect to the Property, including, without limitation, matters such as curb cutouts and rights-of-way (collectively, the "Development Documents").

b. Drafting and Review of Development Documents. Seller and Buyer agree that the Development Documents shall be subject to the review of each Party in its respective sole discretion. The Buyer shall prepare the initial draft of the Development Documents and shall submit the same to the Seller as soon as practicable after the Effective Date, but in no event later than twenty (20) days after the Effective Date and the Seller shall have twenty (20) days after receipt thereof to notify the Buyer of any objections to matters contained within the proposed Development Document(s). If the Buyer is unable or unwilling to cure such objections prior to the end of the Inspection Period, then, as their sole and exclusive remedy, either Seller or Buyer may terminate this Agreement with prior written notice to the other party prior to the expiration of the Inspection Period, whereupon the Earnest Money and any interest accrued thereon shall be returned to Buyer, the Independent Consideration delivered to the Seller, and neither Party shall have any further rights or obligations hereunder except for those obligations which expressly survive termination of this Agreement.

8.3 **In the event that Buyer delivers written notice to Seller within the Inspection Period that Buyer desires to terminate this Agreement for any reason or no reason, the Title Company shall immediately deliver to Buyer the Earnest Money, less the Independent Consideration, which shall be paid to the Seller, this Agreement shall terminate, and neither Party hereto shall have any further obligation or liability under this Agreement to the other Party.**

## ARTICLE IX CONDITIONS PRECEDENT TO SELLER'S PERFORMANCE

9.1 Seller shall not be OBLIGATED to perform under this Agreement unless:

a. Closing Documents. Buyer shall have executed at or prior to Closing, each of the documents required pursuant to Section 10.2(b) hereof, in form and content as set forth herein;

b. Payment of Purchase Price. Buyer shall have delivered to the Title Company the Purchase Price, as adjusted under the terms of this Agreement; and

c. Buyer's Representations and Warranties. Each of Buyer's warranties and representations set forth in Article V hereof shall be true and correct as of the Execution Date and/or the Closing Date.

## **ARTICLE X CLOSING**

10.1 Date and Place of Closing. The Closing hereunder shall take place in the offices of the Title Company, or at such other place as Seller and Buyer may mutually agree. The Closing Date shall be on or before 5:00 p.m. on the date that is thirty (30) days after the end of the Inspection Period.

10.2 Items to be Delivered at the Closing.

a. Seller. At the Closing, Seller shall deliver and/or cause the Title Company to deliver to Buyer or its assignees, the following items:

- i. a special warranty deed, in form substantially similar to the form attached hereto as Exhibit B duly executed and acknowledged by Seller, conveying good and indefeasible fee simple title to the Property to Buyer, subject only to the Permitted Exceptions;
- ii. if there are Improvements, a bill of sale in a form to be agreed upon by Buyer and Seller ("Bill of Sale"), signed by Seller;
- iii. an affidavit of possession in the form provided by the Title Company executed and sworn to by Seller;
- iv. releases for any mortgagees, deeds of trust or other liens arising by, through or under Seller encumbering the Property;
- v. a bills paid affidavit verifying that there are no unpaid bills or claims for labor performed or materials furnished to the Property prior to the Closing Date, other than any such bills or claims for which the Title Company is retaining funds from Seller in escrow to pay;
- vi. a closing statement setting forth the Purchase Price and all closing credits and adjustments expressly provided for in this Agreement ("Closing Statement") executed by Seller;
- vii. the Development Documents; and

viii. All additional documents and instruments the Title Company may reasonably require in order to issue the Title Policy or which Buyer and Seller may mutually reasonably determine are necessary to the proper consummation of this transaction

b. Buyer. At the Closing, Buyer shall deliver to the Title Company each of the following items:

- i. the total Purchase Price, less any credits and/or any adjustments as provided herein;
- ii. The Closing Statement executed by the Buyer;
- iii. The Development Documents; and
- iv. All additional documents and instruments the Title Company may require in order to issue the Title Policy or which Buyer and Seller may mutually reasonably determine are necessary to the proper consummation of this transaction.

10.3 Possession and Closing. Possession of the Property shall be delivered to Buyer by Seller at the Closing.

10.4 Costs of Closing.

a. Seller agrees to pay:

- i. Seller's attorneys' fees (to be paid outside of Closing); and
- ii. all charges incurred by Seller for the procurement, preparation, and recording of any releases, waivers, or other instruments required to clear Seller's title to the Property in accordance with the provisions hereof.

b. Buyer agrees to pay:

- i. cost of the basic premium for issuance of the Title Policy required under Section 4.2;
- ii. cost of Survey;
- iii. all charges for tax certificates;
- iv. the cost for the boundary deletion and any other endorsements to the Title Policy if elected by the Buyer;
- v. the escrow fees charged by the Title Company;

- vi. the cost of any tests or inspections performed on the Property (paid outside of Closing);
- vii. fee for recording the deed charged by the Title Company; and
- viii. Buyer's attorneys' fees (to be paid outside of Closing).

All other reasonable and necessary costs, fees, penalties and other expenses incurred at the Closing shall be paid by Seller and/or Buyer as is customarily done in connection with a closing in Bell County, Texas of the type of transaction contemplated by this Agreement.

## **ARTICLE XI DEFAULTS AND REMEDIES**

### 11.1 Seller's Defaults; Buyer's Remedies.

a. Seller's Defaults. Seller shall be deemed to be in default hereunder if Seller shall fail to convey the Property at Closing or defaults under any material obligation hereunder.

b. Buyer's Remedies. In the event Seller is in default hereunder, Buyer, as its exclusive remedies: (i) shall be entitled to terminate this Agreement whereupon Buyer shall be entitled to an immediate refund of the Earnest Money, and the Parties hereto shall have no further obligations to one another hereunder, or (ii) may pursue the enforcement of specific performance of this Agreement.

### 11.2 Buyer's Defaults; Seller's Remedies.

a. Buyer's Default. Buyer shall be deemed to be in default hereunder if Buyer shall fail to meet, comply with or perform any of its covenants, agreements, or obligations required of Buyer under this Agreement, including the failure to pay the Purchase Price, as adjusted under this Agreement, at Closing.

b. Seller's Remedy. In the event Buyer shall be deemed to be in default hereunder, Seller shall be entitled to terminate this Agreement and request that the Title Company deliver the Earnest Money to Seller (on receipt of written notice from Seller that Buyer has defaulted). Such notice to the Title Company need not be accompanied by any other document or consent of any other party, it being agreed between Buyer and Seller that the Earnest Money shall be liquidated damages for a default of Buyer hereunder because of the difficulty, inconvenience, and uncertainty of ascertaining actual damages for such default. It is further agreed that the liquidated damages provided for herein represent a reasonable forecast of Seller's damages, considering all the circumstances existing as of the date of this Agreement.

**ARTICLE XII  
MISCELLANEOUS**

12.1 References. All references to “Article”, “Articles”, “Section”, or “Sections” contained herein are, unless specifically indicated otherwise, references to Articles and Sections of this Agreement.

12.2 Exhibits. References to “Exhibits” contained herein, if any, are references to exhibits attached hereto, all of which are made a part hereof and incorporated herein for all purposes.

12.3 Captions. The captions, headings and arrangements used in this Agreement are for convenience only and do not in any way affect, limit, amplify or modify the terms and provisions hereof.

12.4 Number and Gender of Words. Whenever herein the singular number is used, the same shall include the plural where appropriate and words of any gender shall include each other gender where appropriate.

12.5 Notices and Communications. All notices, demands, and requests and other communications required or permitted hereunder shall be in writing, shall be sent by certified mail, return receipt requested; by courier; by telephonic facsimile; or by electronic transmission and shall be deemed to be delivered (i) upon first attempted delivery if sent by mail or by courier, and (ii) upon transmittal if sent by telephonic facsimile or electronic mail. All communications pertaining to this Agreement or the transaction contemplated by this Agreement between the Parties or any third party to this transaction may be by electronic mail. Buyer’s and Seller’s respective addresses for purposes of this Agreement, and to which all notices required hereunder shall be sent, are as follows:

If to the Buyer:

City of Killeen  
Attn: Kent Cagle  
City Manager  
101 N. College Street  
Killeen, Bell County, TX 76541  
Telephone: 254-501-7619  
Email: [kcagle@killeentexas.gov](mailto:kcagle@killeentexas.gov)

If to the Seller:

Killeen Independent School District  
Attn: Dr. J.J. Johnson,  
Director of District Operations  
200 N WS Young Drive  
Killeen, Bell County, TX 76543  
Telephone: (254) 336-0008  
Email: [jjohnson@killeenisd.org](mailto:jjohnson@killeenisd.org)

With copy to:

Thompson & Horton, LLP  
Attn: John Hopkins  
Phoenix Tower, Suite 2000  
3200 Southwest Freeway  
Houston, Texas 77027  
Facsimile: 713-583-7909  
Email: [jhopkins@thompsonhorton.com](mailto:jhopkins@thompsonhorton.com)

12.6 Governing Law and Venue. This Agreement is being executed and delivered and is intended to be performed in the State of Texas, and the laws of such State shall govern the validity, construction, enforcement, and interpretation of this Agreement. Exclusive venue for any legal proceeding relating to this Agreement shall be in Bell County, Texas.

12.7 Assignment of Agreement. Neither Party may assign this Agreement without the prior written consent of the other Party.

12.8 Entirety and Amendments. This Agreement embodies the entire agreement between the Parties and supersedes all prior agreements, understandings, and negotiations, whether verbal or written, between the Parties, relating to the Property and this transaction and may be amended or supplemented only by an instrument in writing executed by the Party against whom enforcement is sought.

12.9 Invalid Provisions. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws, such provisions shall be fully severable the same as if such invalid or unenforceable provisions had never comprised a part of the Agreement; and the remaining provisions of the Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there shall be automatically as a part of this Agreement, a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid, and enforceable. Notwithstanding anything to the contrary contained herein, if any condition precedent to Buyer's or Seller's obligations hereunder is held to be illegal, invalid, or unenforceable under present or future laws, then Buyer or Seller may terminate this Agreement by written notice delivered to the other Party and, thereafter, the Parties hereto shall have no further obligations or liabilities hereunder, one to the other.

12.10 Multiple Counterparts; Electronic Signatures. This Agreement may be executed in a number of identical counterparts. If so executed, each of such counterparts is to be deemed an original for all purposes and all such counterparts shall, collectively, constitute one agreement, but, in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart. This Agreement may be signed electronic and a signed copy of the Agreement may be transmitted by electronic mail and receipted by the Title Company. All other documents under this transaction, except those that are to be recorded, may be signed electronically and transmitted electronically.

12.11 Parties Bound. This Agreement shall be binding upon and inure to the benefit of Seller and Buyer and their respective heirs, personal representatives, successors and assigns.

12.12 Risk of Loss. Risk of loss or damage to the Property or any part thereof by fire or any other casualty from the Execution Date up to the time of delivering the general warranty deed transferring title to the Property to Buyer will be on Seller and after closing, will be on Buyer.

12.13 Further Acts. In addition to the acts and deeds recited herein and contemplated to be performed, executed and/or delivered by Seller to Buyer, Seller and Buyer agree to perform, execute and/or deliver or cause to be performed, executed and/or delivered at the Closing or after the Closing any and all such further acts, deeds and assurances as may be necessary to consummate the transactions contemplated hereby.

12.14 Time of the Essence. It is expressly agreed by the Parties hereto that time is of the essence with respect to this Agreement. If the final day of any period of any date of performance under this Agreement falls on a Saturday, Sunday or legal holiday, then the final day of said period or the date of performance shall be extended to the next Business Day thereafter.

**12.15 NO REPRESENTATIONS OR WARRANTIES BY SELLER; ACCEPTANCE OF PROPERTY; DISCLAIMER.**

**NOTWITHSTANDING ANY OTHER PROVISION HEREIN, BUYER ACKNOWLEDGES AND AGREES THAT, EXCEPT AS EXPRESSLY SET FORTH HEREIN, SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES (OTHER THAN THE WARRANTY OF TITLE AS SET OUT IN THE DEED), PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE VALUE, NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (B) THE INCOME TO BE DERIVED FROM THE PROPERTY, (C) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH BUYER MAY CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (E) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, (F) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE PROPERTY, (G) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY, OR (H) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY, AND SPECIFICALLY, THAT SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS, INCLUDING THE EXISTENCE IN OR ON THE PROPERTY OF HAZARDOUS MATERIALS. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY, BUYER IS, EXCEPT AS EXPRESSLY SET FORTH HEREIN, RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY SELLER AND AT THE CLOSING AGREES TO ACCEPT THE PROPERTY AND WAIVE ALL OBJECTIONS OR CLAIMS AGAINST SELLER (INCLUDING, BUT NOT LIMITED TO, ANY RIGHT OR CLAIM OF**

**CONTRIBUTION) ARISING FROM OR RELATED TO THE PROPERTY OR TO ANY HAZARDOUS MATERIALS ON THE PROPERTY. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE PROPERTY WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT SELLER HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION AND MAKES NO REPRESENTATIONS AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION; PROVIDED, SELLER HAS NO REASON TO BELIEVE SAME IS INACCURATE OR INCOMPLETE IN ANY MATERIAL RESPECT. EXCEPT AS EXPRESSLY SET FORTH HEREIN, SELLER IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROPERTY, OR THE OPERATION THEREOF, FURNISHED BY ANY REAL ESTATE BROKER/AGENT, EMPLOYEE, SERVANT, OR OTHER PERSON.**

**BUYER (FOR ITSELF AND ITS SUCCESSORS, SUCCESSORS IN INTEREST AND ASSIGNS) RELEASES, ACQUITS, AND FOREVER DISCHARGES SELLER FROM, AND WAIVES, ANY AND ALL LIABILITIES, CLAIMS, CAUSES OF ACTION, DAMAGES, AND OTHER RELIEF, WHETHER AT LAW OR IN EQUITY AND WHETHER IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, IN CONNECTION WITH, AS A RESULT OF, OR OTHERWISE WITH REGARD TO THE CONDITION OF THE PROPERTY, IMPROVEMENTS AND OTHER ASSETS, INCLUDING BUT NOT LIMITED TO THEIR ENVIRONMENTAL CONDITION. THIS GENERAL RELEASE SHALL BE APPLICABLE, WITHOUT LIMITATION, TO ANY AND ALL LIABILITIES, CLAIMS, CAUSES OF ACTION, DAMAGES, AND OTHER RELIEF AVAILABLE UNDER ANY HAZARDOUS SUBSTANCE LAW.**

**BUYER FURTHER ACKNOWLEDGES AND AGREES THAT, EXCEPT AS EXPRESSLY SET FORTH HEREIN, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SALE OF THE PROPERTY AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS" CONDITION AND BASIS WITH ALL FAULTS, WITHOUT ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF CONDITION, HABITABILITY, MERCHANTABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IN RESPECT OF THE PROPERTY. IT IS UNDERSTOOD AND AGREED THAT THE SALES PRICE HAS BEEN ADJUSTED BY PRIOR NEGOTIATION TO REFLECT THAT ALL OF THE PROPERTY IS SOLD BY SELLER AND PURCHASED BY BUYER SUBJECT TO THE FOREGOING. THE PROVISIONS OF THIS SECTION SHALL SURVIVE CLOSING AND SHALL BE INCORPORATED INTO THE DEED.**

12.16 Survival. All covenants and agreements contained herein and intended to be performed subsequent to any Closing hereunder shall survive the execution and delivery of the deed and other closing documents required hereby and specifically shall not be deemed to be merged into or waived by any instrument of Closing, but shall expressly survive and be binding upon Seller and Buyer.

EXECUTED as of the \_\_\_\_ day of \_\_\_\_\_ 2022.

**CITY OF KILLEEN**

**KILLEEN INDEPENDENT  
SCHOOL DISTRICT**

By: \_\_\_\_\_  
Kent Cagle, City Manager

By: \_\_\_\_\_  
Dr. John M. Craft, Superintendent

**TITLE COMPANY RECEIPT**

The undersigned Title Company acknowledges receipt of an original executed copy of this Purchase and Sale Agreement on the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**XXXX**

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

Name: \_\_\_\_\_

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

The undersigned Title Company acknowledges receipt of Buyer's Earnest Money in the amount of Thirty-Six Thousand and no/100 Dollars (\$ 36,000.00) on the \_\_\_\_ day of \_\_\_\_\_, 2022.

**XXXX**

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

Name: \_\_\_\_\_

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

**EXHIBIT A-1  
PROPERTY DESCRIPTION**

**EXHIBIT A-2  
PROPERTY SKETCH**



**Huckabee**

SHERIDAN TRANSPORTATION EXPANSION - KILLEEN INDEPENDENT SCHOOL DISTRICT

NOT FOR DEED OR OTHER APPROVALS - PERMITTING OR CONSTRUCTION

ISSUED AUGUST 15, 2017



TO HAVE AND TO HOLD the Property together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantee, its successors and assigns forever, subject to the Permitted Exceptions, Grantor does by these presents bind itself, its respective heirs, administrators, successors and assigns to WARRANT and FOREVER DEFEND, all and singular, the Property unto Grantee, its successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through, or under Grantor, but not otherwise.

**GRANTEE ACKNOWLEDGES AND AGREES THAT, EXCEPT AS EXPRESSLY SET FORTH IN THAT CERTAIN PURCHASE AND SALE AGREEMENT DATED \_\_\_\_\_, 2022, EXECUTED BY GRANTOR, AS SELLER, AND GRANTEE, AS BUYER, RELATING TO THE SALE AND PURCHASE OF THE PROPERTY, AS THE SAME MAY HAVE BEEN AMENDED (THE "AGREEMENT") AND EXCEPT FOR THE SPECIAL WARRANTY OF TITLE MADE HEREIN, GRANTOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES (OTHER THAN THE WARRANTY OF TITLE AS SET OUT IN THIS DEED), PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE VALUE, NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (B) THE INCOME TO BE DERIVED FROM THE PROPERTY, (C) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH BUYER MAY CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (E) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, (F) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE PROPERTY, (G) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY, OR (H) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY, AND SPECIFICALLY, THAT GRANTOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS, INCLUDING THE EXISTENCE IN OR ON THE PROPERTY OF HAZARDOUS MATERIALS. GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY, GRANTEE IS, EXCEPT AS EXPRESSLY SET FORTH IN THE AGREEMENT, RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY GRANTOR AND AT THE CLOSING AGREES TO ACCEPT THE PROPERTY AND WAIVE ALL OBJECTIONS OR CLAIMS AGAINST GRANTOR (INCLUDING, BUT NOT LIMITED TO, ANY RIGHT OR CLAIM OF CONTRIBUTION) ARISING FROM OR RELATED TO THE PROPERTY OR TO ANY HAZARDOUS MATERIALS ON THE PROPERTY. GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE PROPERTY WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT GRANTOR HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION AND MAKES NO REPRESENTATIONS AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION; PROVIDED, GRANTOR HAS NO REASON TO BELIEVE SAME IS INACCURATE OR INCOMPLETE IN ANY MATERIAL RESPECT. EXCEPT AS EXPRESSLY SET FORTH IN THE AGREEMENT, GRANTOR IS NOT LIABLE OR BOUND IN ANY**

**MANNER BY ANY VERBAL OR WRITTEN STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROPERTY, OR THE OPERATION THEREOF, FURNISHED BY ANY REAL ESTATE BROKER/AGENT, EMPLOYEE, SERVANT, OR OTHER PERSON.**

**BY ACCEPTING THIS DEED, GRANTEE (FOR ITSELF AND ITS SUCCESSORS, SUCCESSORS IN INTEREST AND ASSIGNS) RELEASES, ACQUITS, AND FOREVER DISCHARGES SELLER FROM, AND WAIVES, ANY AND ALL LIABILITIES, CLAIMS, CAUSES OF ACTION, DAMAGES, AND OTHER RELIEF, WHETHER AT LAW OR IN EQUITY AND WHETHER IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, IN CONNECTION WITH, AS A RESULT OF, OR OTHERWISE WITH REGARD TO THE CONDITION OF THE PROPERTY, IMPROVEMENTS AND OTHER ASSETS, INCLUDING BUT NOT LIMITED TO THEIR ENVIRONMENTAL CONDITION. THIS GENERAL RELEASE SHALL BE APPLICABLE, WITHOUT LIMITATION, TO ANY AND ALL LIABILITIES, CLAIMS, CAUSES OF ACTION, DAMAGES, AND OTHER RELIEF AVAILABLE UNDER ANY HAZARDOUS SUBSTANCE LAW.**

**GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT, EXCEPT AS EXPRESSLY SET FORTH HEREIN, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SALE OF THE PROPERTY AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS" CONDITION AND BASIS WITH ALL FAULTS, WITHOUT ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF CONDITION, HABITABILITY, MERCHANTABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IN RESPECT OF THE PROPERTY. IT IS UNDERSTOOD AND AGREED THAT THE SALES PRICE HAS BEEN ADJUSTED BY PRIOR NEGOTIATION TO REFLECT THAT ALL OF THE PROPERTY IS SOLD BY GRANTOR AND PURCHASED BY GRANTEE SUBJECT TO THE FOREGOING.**

*[Signatures appear on the following pages]*

[Signature page for Special Warranty Deed – 15 Acres]

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**GRANTOR:**

**KILLEEN INDEPENDENT SCHOOL DISTRICT**

By: \_\_\_\_\_  
Board President

THE STATE OF TEXAS §  
  §  
COUNTY OF BELL §

This instrument was acknowledged before me on \_\_\_\_\_, 2022, by  
\_\_\_\_\_.

\_\_\_\_\_  
Notary Public – State of Texas

Printed Name: \_\_\_\_\_  
My Commission Expires:

**GRANTEE:**

**CITY OF KILLEEN**

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

THE STATE OF TEXAS    §  
                                  §  
COUNTY OF BELL       §

This instrument was acknowledged before me on \_\_\_\_\_, 2022, by  
\_\_\_\_\_.

\_\_\_\_\_  
Notary Public – State of Texas

Printed Name: \_\_\_\_\_  
My Commission Expires:

AFTER RECORDING RETURN TO GRANTEE AT:

**EXHIBIT A TO DEED**

*Legal Description*

[Signed and Sealed Surveyor's Field Notes]

**EXHIBIT B TO DEED**

*Permitted Exceptions*

**[TO COME]**



# LAND PURCHASE FOR KILLEEN FIRE DEPARTMENT FACILITIES

RS-22-075

June 7, 2022

337

# BACKGROUND – Trimmier Road Land Purchase

2

- City Council has approved the following for future expansion of the Killeen Fire Department:
  - ▣ \$11.9 million in ARPA funding for an EOC/Support/Training Complex
  - ▣ \$7.5 million in FY21 Excess Fund Balance to build the city's 9<sup>th</sup> Fire Station

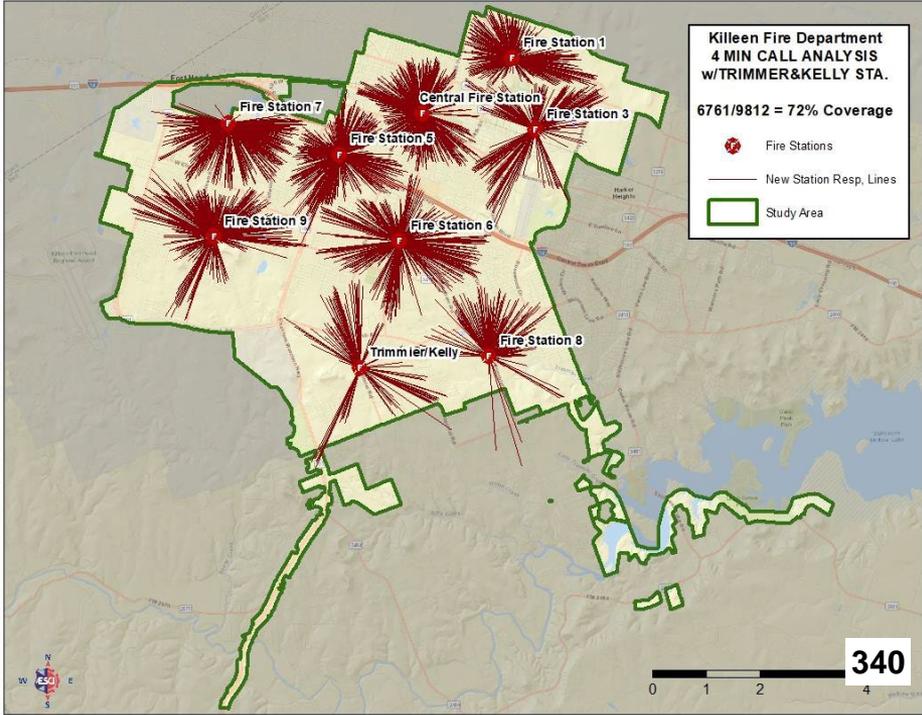
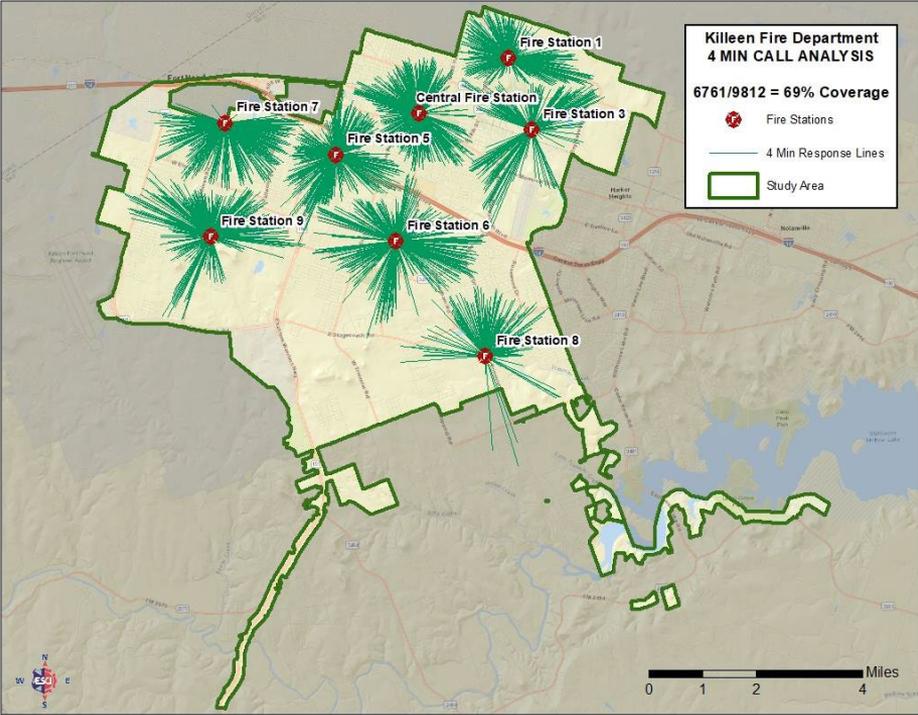
# BACKGROUND – Trimmier Road Land Purchase

3

- The construction of an EOC/Support/Training complex will allow us to provide training to KFD personnel and other city employees on how to respond to a declared emergency. It will also allow for enhanced response to needs associated with a declared emergency
- The construction and opening of a fire station in the identified area will help to improve response times, maintain our ISO rating, and add much needed resources to the city fire department

# BACKGROUND – Trimmier Road Land Purchase

KFD Master Plan identified the area near Trimmier Rd. & Kelly Rd. for the new station location

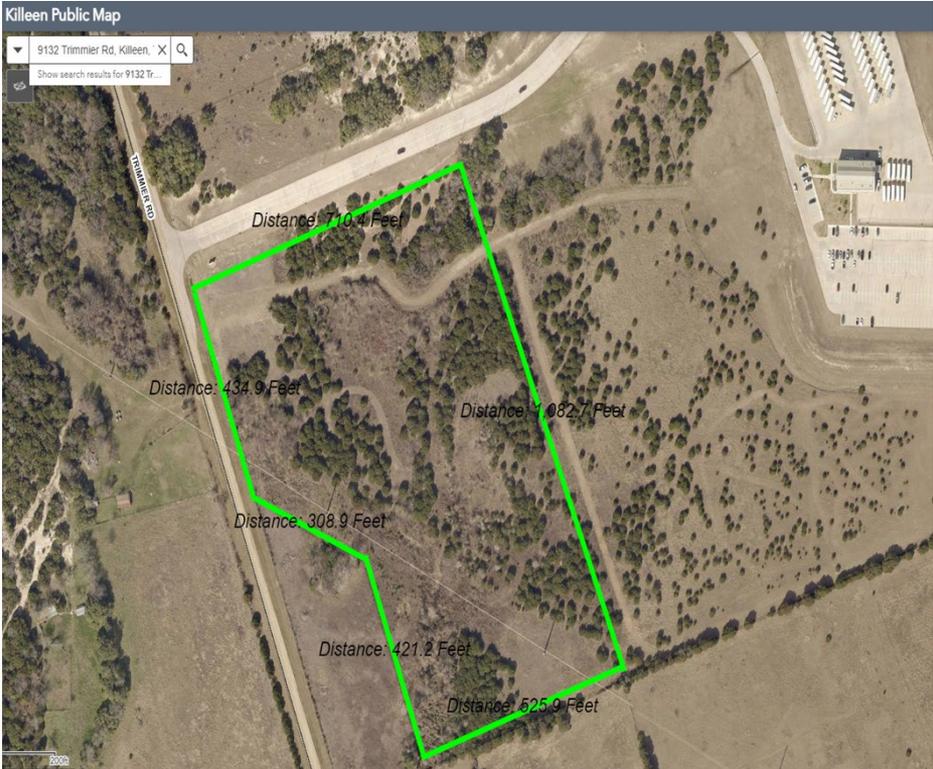


# BACKGROUND – Trimmier Road Land Purchase

5

- Many properties were identified and considered
- Property at 9132 Trimmier Road (Sheridan Transportation Facility) was found to be ideal for many reasons:
  - ▣ Topography – Relatively Flat
  - ▣ Proximity to existing infrastructure (Fiber, Water, Electric)
  - ▣ Size
  - ▣ Ability to co-locate on same site as the 9<sup>th</sup> fire station
    - Significant construction savings with building fire station and EOC/Support/Training projects at the same time

# BACKGROUND – Trimmier Road Land Purchase

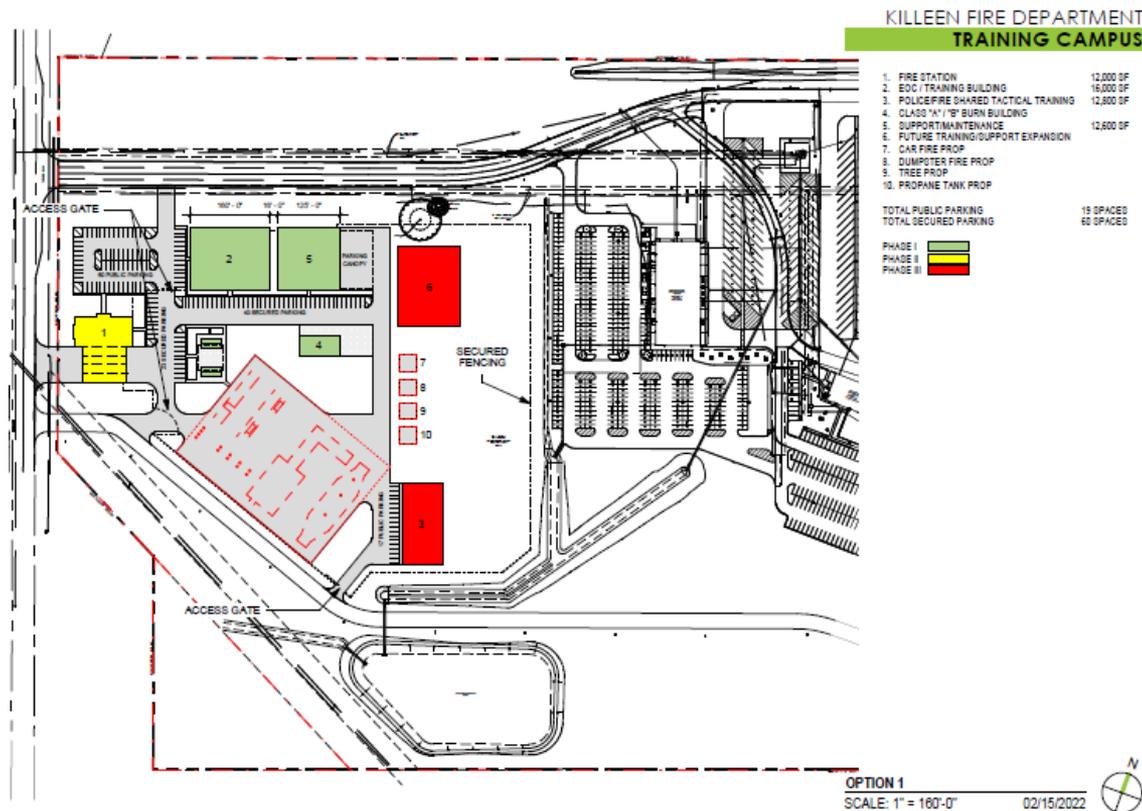


# BACKGROUND – Trimmier Road Land Purchase

7

- KISD was contacted by KFD to inquire about plans for the identified property
- Expansion of the Sheridan Facility is planned but there was land available to fit the need of KFD
- Agreement was able to be reached for the purchase of 15 acres of land on the property with frontage on Trimmier Road

# BACKGROUND – Trimmier Road Land Purchase



# FINANCIAL IMPACT

9

- Financial Impact:
  - Land Purchase of 15 Acres – \$360,000
    - Appraisal completed and both parties agree to the valuation.
    - Budgeted up to \$400,000 in the project for land acquisition in the CIP package

# ALTERNATIVES

10

- Approve the Land Purchase agreement with Killeen Independent School District
- DO NOT Approve the Land Purchase agreement with Killeen Independent School District

# RECOMMENDATION

- Staff recommends that the City Council approve the purchase of 15 acres of land located at 9132 Trimmier Road from the Killeen Independent School District for an amount not to exceed \$360,000 and authorize the City Manager, or his designee, to execute all contracts and agreements as allowed by federal, state, and local law



# City of Killeen

## Staff Report

File Number: RS-22-076

1	City Council Workshop	06/07/2022	Reviewed and Referred	City Council	06/14/2022
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**DATE:** June 7, 2022

**TO:** Kent Cagle, City Manager

**FROM:** Eva Bark, Executive Director of Human Resources

**SUBJECT: PROFESSIONAL SERVICES AGREEMENT WITH LOCKTON DUNNING  
BENEFITS CONSULTING SERVICES**

**BACKGROUND AND FINDINGS:**

City staff has utilized the Request for Proposal (RFP) process to identify a healthcare consulting firm with whom to partner. Currently, the City of Killeen is in partnership with Lockton Dunning.

This RFP was designed to select a qualified, innovative healthcare consultant who has a proven track record of providing effective services in healthcare for public employers. The City is particularly interested in entities demonstrating competent, timely, functional, and cost-effective methods to accomplish the range of healthcare professional services.

Purchasing staff distributed the RFP to interested entities, posted the RFP on the City website, Negometrix, DemandStar, and the State of Texas ESBD (Electronic State Business Daily), and advertised in the Killeen Daily Herald. Six (6) entities submitted proposals: BKCW, Gallagher Benefit Services, Holmes Murphy, Hub International Texas, Inc., Lockton Dunning, and McGriff Insurance Services. As part of the RFP process, entities were asked to describe their scope of services to provide health benefit consulting services and their experience working with public sector entities.

A group of City of Killeen staff from the Finance and Human Resources Departments utilized the following criteria to evaluate proposals submitted by these six entities:

- Qualifications/Experience (35 points)
- Methodology to Achieve End Result (35 points)
- Completeness of Proposal (20 points)
- Cost of Services (10 points)

After a thorough analysis of the proposals received, it is recommended that the City Council authorize the City of Killeen to enter into an agreement with Lockton Dunning to continue to serve as the City's healthcare benefit consultant and assist the City with healthcare professional services.

**THE ALTERNATIVES CONSIDERED:**

Alternatives considered: (1) to not consider Lockton Dunning, the current health care consultant, as the City's Healthcare Consultant, and consider one of the other five consultants; (2) to consider Lockton Dunning to continue providing healthcare consulting services for the City of Killeen.

**Which alternative is recommended? Why?**

Staff recommends alternative two because Lockton Dunning has been a great partner with the City of Killeen in transitioning the City to self-funding and by providing effective strategies for healthcare.

**CONFORMITY TO CITY POLICY:**

Yes.

**FINANCIAL IMPACT:**

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

This expenditure is \$90,000 per year starting in FY 2023. The agreement will be effective for a period of 15 months with the option to renew up to four additional years.

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

Recurring

**Is this expenditure budgeted?**

Funds will be included in the FY 2023 Proposed Budget in the Health Insurance Fund in account 615-2305-418.47-01.

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

N/A

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

Yes

**RECOMMENDATION:**

It is recommended that City Council award RFP 22-23, Health Benefits Consultant to Lockton Dunning in the amount of \$90,000, effective October 1, 2022, and authorize the City Manager to execute any and all necessary change orders in accordance with state and local law.

**DEPARTMENTAL CLEARANCES:**

Purchasing  
Finance

Legal

**ATTACHED SUPPORTING DOCUMENTS:**

Contract

Certificate of Interested Parties

# *Client Services Agreement*

City of Killeen and Lockton-Dunning Series of Lockton Companies, LLC

This Client Services Agreement (hereinafter referred to as the "Agreement") made and entered into effective as of **October 1, 2022** (the "Effective Date"), by and between **City of Killeen** having offices at 718 North 2<sup>nd</sup> Street, Killeen, Texas 76541 (hereinafter referred to as "Client") and **Lockton-Dunning Series of Lockton Companies, LLC**, having offices at 2100 Ross Avenue, Suite 1200, Dallas, Texas 75201 (hereinafter referred to as "Lockton").

Client wishes to procure certain services that can be performed by Lockton; and Lockton can provide and desires to render to Client such services; and

The parties agree that it would be to their mutual advantage to execute this Agreement and thereby define the terms and conditions that shall control the rendering of services provided to Client by Lockton.

Now, therefore, in consideration of the foregoing recitals, the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

## **I. Service Period**

This Agreement will be in effect from the Effective Date above for a period of fifteen (15) months with the option to renew up to four (4) additional years in a twelve (12) month period. This option will occur automatically at the end of the previous term unless Client submits notice in writing sixty (60) days prior to the renewal period.

## **II. Service Compensation**

- A. Services provided by Lockton as set forth in Addendum A will be performed for annual compensation in the amount of ninety thousand dollars (\$90,000.00) ("Fee"), to be paid on the following payment terms:
  - Monthly Fee for Services of seven thousand five hundred dollars (\$7,500.00).
  - Payment of all invoices submitted under this Agreement will be made within forty-five (45) days.
- B. Client further acknowledges that the IAS Series of Lockton Specialties, LLC ("IAS") has or will perform services as set forth in Addendum A specific to life, disability and leave administration. IAS may be entitled to receive certain compensation from the applicable carrier attributable to these services provided to Client or on Client's behalf ("IAS Fee"). The IAS Fee is and shall be throughout the period IAS provides such services, non rate-impactable to Client and Client shall have no responsibility for the payment of any such compensation. Client agrees the IAS Fee is reasonable based on the services being provided by IAS.
- C. Client further acknowledges that Lockton may receive fees, commissions, or other forms of compensation that have no impact to rates as filed with a particular state (collectively, "Vendor Management Fees") for the performance of certain core and/or optional services listed in Addendum

A. Client consents and agrees to Lockton's ability to receive such Vendor Management Fees under all circumstances.

### **III. Services**

- A. It is hereby understood and agreed that in consideration of the compensation set forth above that Lockton will provide services which are outlined in Addendum A, which is attached to and made part of this Agreement ("Scope of Services").
- B. It is further agreed that other services that are outside the foregoing Scope of Services, and compensation for such services, may be undertaken by mutual written agreement by the parties.
- C. When, in Lockton's professional judgment, it is necessary or appropriate, Lockton may utilize the services of other intermediaries or other appropriate outside vendors to assist in the servicing of Client's insurance programs. However, this may only be done after consultation with and prior approval by Client.
- D. To the extent permitted by law, Lockton agrees to offer a performance guarantee for Client, whereby Lockton agrees to put twenty-five percent (25%) of its Fee at risk contingent upon Client's subjective evaluation of Lockton's performance.

### **IV. Termination of Services**

Client or Lockton may terminate this Agreement at any time with sixty (60) days written notice to the other party. After the termination of the Agreement, whether it be a period or the entire term, Client may request up to an additional one hundred and twenty (120) days past the date of termination to advertise and award a new RFP for such services. If the one hundred and twenty (120) days are utilized, services performed during that time will be billed at a prorated amount.

### **V. Additional Obligations**

- A. Client shall provide Lockton with reasonable cooperation and assistance necessary for Lockton to fulfill its responsibilities to Client pursuant to the terms of this Agreement, including, without limitations, copies of all documents reasonably requested by Lockton and the cooperation of and access to certain of Client's personnel.
- B. Lockton acknowledges that the nature of its relationship with Client is one in which Client shall entrust Lockton as the custodian of certain of Client's information, some of which may be of a confidential or proprietary nature. Lockton shall undertake all reasonable efforts to maintain the integrity of all of Client's information, whether or not such information is confidential or proprietary.
- C. The services of Lockton shall be performed in a professional manner for the Client. More specifically, Client and Lockton agree that for the purposes of providing its services under this Agreement, Lockton shall at all times: (1) exercise a duty of care, skill, prudence and diligence under the circumstances prevailing that a prudent person acting in a like capacity and familiar with Client's benefits program would use in the discharge of Lockton's services, (2) exercise a duty of good faith and fair dealing, (3) act in Client's best interest and to put Client's interest ahead of its own, (4) fully and fairly disclose all material facts relating to its vendor or other third-party business relationships and compensation arrangements, (5) exercise a duty of care, and (6) provide impartial and honest advice. Client

acknowledges and agrees that Lockton will not be acting as a fiduciary pursuant to ERISA or applicable law.

**VI. General Conditions**

- A. Neither party shall assign the rights nor duties herein set forth without the prior written consent of the other party.
- B. The terms and conditions of this Agreement constitute the entire Agreement between the parties with respect to the subject matter hereof. This Agreement shall not be amended except by a written amendment signed by both parties, and no promises, agreement, or representations not herein set forth shall be of any force or effect between them. This Agreement shall serve to terminate and supersede all agreements and undertakings heretofore entered into between the parties on subjects covered by this Agreement.
- C. Any communication or notice required or which may be given hereunder shall be addressed to Client and to Lockton at their addresses set forth in the preamble hereof.
- D. This Agreement shall be governed for all purposes by the laws of the state of Texas.

**In witness whereof**, the parties hereto have executed the Agreement as of the day and year first written above.

**Lockton-Dunning Series of Lockton Companies, LLC**



**BY:** \_\_\_\_\_ **DATE:** 05/27/2022

EB

**City of Killeen**

**BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

EB

# Addendum A

## SCOPE OF SERVICES

<i>Services</i>	<i>Frequency</i>	<i>Included</i>
<b>Client Onboarding</b>		
<ul style="list-style-type: none"> <li>▪ Data collection</li> <li>▪ Develop client-specific service calendar</li> </ul>	At Engagement	✓
<b>Strategic Planning</b>		
<ul style="list-style-type: none"> <li>▪ Establish short- and long-term goals and targets for benefit plans and their role in client’s total compensation program</li> </ul>	Annually	✓
<ul style="list-style-type: none"> <li>▪ Develop benefit philosophies specific to client</li> </ul>	As Necessary	✓
<ul style="list-style-type: none"> <li>▪ Review workforce needs and trends to develop a benefits program that supports client’s overall business objectives</li> </ul>	Annually	✓
<ul style="list-style-type: none"> <li>▪ Compare client’s current benefits program to national and peer group benchmarks</li> </ul>	Annually	✓
<ul style="list-style-type: none"> <li>▪ Conduct situational analysis and identify opportunities to:                             <ul style="list-style-type: none"> <li>– Contain and/or reduce current cost trends</li> <li>– Optimize vendor and network performance</li> <li>– Improve the health and productivity of workforce</li> <li>– Increase provider quality and improve clinical outcomes</li> <li>– Determine those benefit programs that are necessary to recruit and retain talent</li> <li>– Create an equitable employee/employer cost sharing structure</li> <li>– Optimize member utilization of healthcare</li> <li>– Identify operational/administrative inefficiencies and gaps to best practices</li> <li>– Enhance employee appreciation and satisfaction of benefit programs</li> </ul> </li> </ul>	Annually	✓
<ul style="list-style-type: none"> <li>▪ Conduct meetings to solicit key stakeholder feedback</li> </ul>	Annually	✓

<i>Services</i>	<i>Frequency</i>	<i>Included</i>
<b>Health Reform Advisory Practice</b>		
<ul style="list-style-type: none"> <li>Provide information, advice and assistance with analysis and implementation of health reform legislation requirements</li> </ul>	Ongoing	✓
<ul style="list-style-type: none"> <li>Advise clients on the integration of health reform requirements with their overall compensation and benefits strategies</li> </ul>	Ongoing	✓
<ul style="list-style-type: none"> <li>Deliver options and recommendations tailored to each client’s circumstances</li> </ul>	Ongoing	✓
<ul style="list-style-type: none"> <li>Plan valuations, impact studies, plan modeling and pricing strategies</li> </ul>	Ongoing	✓
<ul style="list-style-type: none"> <li>Model potential financial impact due to healthcare reform</li> </ul>	Ongoing	✓
<ul style="list-style-type: none"> <li>Evaluate feasibility of open market exchanges</li> </ul>	Ongoing	✓
<ul style="list-style-type: none"> <li>Develop strategies and resources for required employee communications</li> </ul>	Ongoing	✓
<b>Program Design</b>		
<ul style="list-style-type: none"> <li>Review current and alternative health and welfare delivery models and funding methodology</li> </ul>	Annually	✓
<ul style="list-style-type: none"> <li>Develop recommended plan design alternatives:                             <ul style="list-style-type: none"> <li>Review and recommend changes to detailed coverage provisions</li> </ul> </li> </ul>	Annually	✓
<ul style="list-style-type: none"> <li>Contribution modeling for employees and employer</li> </ul>	Annually	✓
<ul style="list-style-type: none"> <li>Develop budgets and economic impact measurements of proposed changes</li> </ul>	Annually	✓

<i>Services</i>	<i>Frequency</i>	<i>Included</i>
<ul style="list-style-type: none"> <li>▪ Assess the impact of proposed designs on employee satisfaction:                             <ul style="list-style-type: none"> <li>– Conduct employee surveys and focus groups</li> </ul> </li> </ul>	As Necessary	
<ul style="list-style-type: none"> <li>▪ Meet with client’s senior executives, key stakeholders and the HR/Benefits team to discuss recommendations and implementation strategy decisions</li> </ul>	Annually	
<ul style="list-style-type: none"> <li>▪ Lockton Interactive Financial Tool (LIFT):                             <ul style="list-style-type: none"> <li>– Interactive plan design modeling tool</li> </ul> </li> </ul>	Annually	
<b>Renewal, Marketing and Vendor Selection</b>		
<ul style="list-style-type: none"> <li>▪ Request and coordinate renewal activities with all vendors:                             <ul style="list-style-type: none"> <li>– Medical</li> <li>– Prescription Drug</li> <li>– Dental</li> <li>– Vision</li> <li>– Life and AD&amp;D</li> <li>– Absence and Disability</li> <li>– Other ancillary lines (as applicable)</li> </ul> </li> </ul>	Annually	
<ul style="list-style-type: none"> <li>▪ Quantify financial impact of renewal and negotiate any variance between renewal and client’s budget projections</li> </ul>	Annually	
<ul style="list-style-type: none"> <li>▪ Market benefit programs to mutually agreed upon vendors:                             <ul style="list-style-type: none"> <li>– Develop Request for Proposal (RFP) with request bid specifications</li> <li>– Coordinate RFP release to market</li> <li>– Respond to carrier questions and data requests</li> <li>– Negotiate best and final offers</li> </ul> </li> </ul>	As Necessary	

<i>Services</i>	<i>Frequency</i>	<i>Included</i>
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- Prepare and present a detailed marketing and renewal report that would include:
  - Total and itemized cost results
  - Rate guarantees
  - Network discount analysis
  - Provider disruption analysis
  - Service capabilities
  - Performance guarantees
  - Benefit designs and variances
  - Carrier financial ratings
  - Develop vendor marketing results scorecard
  - Executive summary of final decisions, including marginal cost analysis associated with program changes and/or price changes

Annually



- Negotiate client:
  - Rate guarantees
  - Performance guarantees
  - Implementation allowance

Annually



### Implementation Process

- Conduct vendor site visits

As Necessary



- Manage implementation process:
  - Review and negotiate final agreements and contracts to ensure they conform to bid specifications
  - Review all vendor provided employee communications, SPDs, benefit booklets and required documents
  - Coordinate the administrative set-up between client and vendors for reporting, billing, banking and data transfers
  - Assist with the completion and review of all required applications and other documents as needed to place coverage
  - Manage a post-implementation debriefing with client and vendors to discuss performance and needed areas for improvement

Annually



- Participate with client’s legal counsel to negotiate contracts

As Necessary



### Benchmarking

<i>Services</i>	<i>Frequency</i>	<i>Included</i>
<ul style="list-style-type: none"> <li>▪ Dynamic and proven methodology for assessing, reporting and improving employer benefit programs through benchmarking</li> </ul>	Annually	
<ul style="list-style-type: none"> <li>▪ Facilitate the selection of the most relevant survey tools including:                             <ul style="list-style-type: none"> <li>– Lockton’s Book of Business medical plan design, contribution and costs survey</li> <li>– Publicly available surveys with Public/Private and Industry cuts</li> <li>– Cost sharing Infolock® Norms</li> <li>– Benefit Point survey</li> <li>– Industry group surveys</li> </ul> </li> </ul> <p><i>Includes Medical, RX, Dental, Vision, Life/AD&amp;D and Disability</i></p>	Annually	
<ul style="list-style-type: none"> <li>▪ Analyze health plan historical cost trend analysis vs. peer and national benchmarks</li> </ul>	Annually	
<b>Financial Management and Reporting</b>		
<ul style="list-style-type: none"> <li>▪ Financial reporting package:                             <ul style="list-style-type: none"> <li>– Month-by-month paid claims segregated by line of coverage</li> <li>– Month-by-month enrollment</li> <li>– Actual plan expenses compared to budget</li> <li>– High-claimant activity report including plan option elected, relation, diagnosis, paid claims amount, increase in most recent month and amount over specific</li> <li>– Aggregate stop loss analysis including paid loss ratio and aggregate loss ratio</li> </ul> </li> </ul>	Monthly	
<ul style="list-style-type: none"> <li>▪ Develop Executive Dashboard of key plan metrics</li> </ul>	Annually	
<b>Actuarial Services</b>		
<ul style="list-style-type: none"> <li>▪ Develop emerging and projected budgets based on historical paid claims and current market trends</li> </ul>	Semi-Annually	
<ul style="list-style-type: none"> <li>▪ Funding rate development</li> </ul>	Annually	
<ul style="list-style-type: none"> <li>▪ COBRA rate development and rate change notification to vendors</li> </ul>	Annually	

<i>Services</i>	<i>Frequency</i>	<i>Included</i>
▪ IBNR calculations and auditor interface	Quarterly	✓
▪ Plan design change valuation	Annually	✓
▪ Stop loss/high claimant probability modeling	Annually	✓
▪ Enrollment migration modeling	Annually	✓
▪ Employee out-of-pocket analysis by plan options	Annually	✓
▪ Medicare Part D Creditable Coverage Determination by plan	Annually	✓
▪ Medicare Part D Actuarial Attestation	As Necessary	✓
▪ Post enrollment analysis	Annually	✓
▪ Budget variance analysis	As Necessary	✓
▪ Health Reimbursement Account (HRA) liability evaluation	As Necessary	✓
<b>Infolock® Data Intelligence</b>		
<ul style="list-style-type: none"> <li>▪ Highly technical centralized data intelligence platform that provides decision support for self-funded employers:                             <ul style="list-style-type: none"> <li>– Standardized quarterly medical and RX claim inputs from over 30 selected vendors</li> <li>– Database includes 300+ employers and 1.5M lives (4M for normative data)</li> <li>– Infolock® dedicated Lockton management, reporting and clinical staff</li> </ul> </li> </ul>	Quarterly	✓

<i>Services</i>	<i>Frequency</i>	<i>Included</i>
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- Combines technology with consulting expertise to monitor, report, control costs, and design benefit programs and initiatives:
  - Standard and custom outputs, including:
    - Comprehensive utilization reports
    - Health/risk status
    - Preventive care compliance
    - Chronic gaps in care for members with chronic conditions
    - Customized performance indicators

Annually



### Clinical and Health Risk Solutions Services

- Medical Director and staff to support client with the management of their benefit program:
  - Clinical interpretation of utilization data
  - Industry best-practices for coverage determinations
  - Utilization management provider performance review
  - High-cost claimant review and treatment protocol
  - Recommend interventions to contain/reduce cost
  - ERISA appeals support
  - On-site clinic feasibility analysis
  
- Local dedicated Health Risk Solutions specialist focused on improving the health of our client’s workforce:
  - Population health risk assessment
  - Identify proper risk measurement and ROI assessment
  - Establish the realities around financial ROI
  - Determine financial return in conjunction with wellness budget needs
  - Develop multi-year risk-specific wellness programs
  - Vendor assessment (this is the investigation of new wellness vendors that market to our clients)
  - Evaluate opportunities for wellness intervention programs
    - Wellness vendor RFP development, review and selection process
    - Vendor implementation oversight
    - Vendor management

Ongoing



Ongoing



### Compliance Services

- Inventory of compliance-related documents

As Requested



<i>Services</i>	<i>Frequency</i>	<i>Included</i>
<ul style="list-style-type: none"> <li>Research legislative/regulatory issues</li> </ul>	As Necessary	✓
<ul style="list-style-type: none"> <li>Periodic topical webcasts and seminars</li> </ul>	Ongoing	✓
<ul style="list-style-type: none"> <li>Compliance alerts, newsletters and employer guides</li> </ul>	Ongoing	✓
<ul style="list-style-type: none"> <li>Provide updates on trends and developments for Health &amp; Welfare legislative guidance and changes</li> </ul>	Ongoing	✓
<ul style="list-style-type: none"> <li>Prepare and provide Form 5500 in a signature-ready format (fulfilled by a third-party vendor)</li> </ul>	Annually	✓
<ul style="list-style-type: none"> <li>Review proposed updates to contracts, SPDs and benefit summaries for accurate terms, plan requirements and plan design</li> </ul>	As Requested	✓
<ul style="list-style-type: none"> <li>Draft Client-specific ERISA wrap document (fulfilled by a third-party vendor)</li> </ul>	As Necessary	✓
<ul style="list-style-type: none"> <li>Draft Client-specific Section 125 cafeteria plan document (fulfilled by a third-party vendor)</li> </ul>	As Necessary	✓
<ul style="list-style-type: none"> <li>Compliance training in areas of COBRA, Medicare, etc.</li> </ul>	As Requested	✓
<ul style="list-style-type: none"> <li>HIPAA compliance toolkit including HIPAA training</li> </ul>	As Needed	✓
<b>Technology Solutions</b>		
<ul style="list-style-type: none"> <li>Compliance Reference Library</li> </ul>	Ongoing	✓
<ul style="list-style-type: none"> <li>Partner Portal</li> </ul>	Ongoing	✓
<b>Communication Services</b>		

<i>Services</i>	<i>Frequency</i>	<i>Included</i>
<ul style="list-style-type: none"> <li>▪ Develop communication strategy</li> </ul>	Annually	
<ul style="list-style-type: none"> <li>▪ Coordinate distribution/printing of all communication materials</li> </ul>	Ongoing	
<ul style="list-style-type: none"> <li>▪ Draft Employee Benefits Communications:                             <ul style="list-style-type: none"> <li>– Employee Benefit Guide or Benefit Highlights Brochure</li> <li>– PowerPoint presentation for employee meetings</li> <li>– Vendor contact card</li> <li>– Annual enrollment postcard</li> <li>– Annual enrollment posters</li> <li>– Home mailers</li> <li>– Employee recruiting guide</li> </ul> </li> </ul>	Annually	
<ul style="list-style-type: none"> <li>▪ Conduct “train the trainer” for employee benefit plan meetings</li> </ul>	As Necessary	
<ul style="list-style-type: none"> <li>▪ Distribute health awareness and consumerism communication newsletter</li> </ul>	Monthly	
<b>Ongoing Service &amp; Vendor Management</b>		
<ul style="list-style-type: none"> <li>▪ Manage vendor participation in annual enrollment process</li> </ul>	Annually	
<ul style="list-style-type: none"> <li>▪ Facilitate service meetings with vendors to address issues/problems and measure results against performance standards</li> </ul>	Quarterly	
<ul style="list-style-type: none"> <li>▪ Provide daily assistance in resolving vendor service issues:                             <ul style="list-style-type: none"> <li>– Claims</li> <li>– Billing</li> <li>– Eligibility</li> <li>– Coverage appeals</li> </ul> </li> </ul>	Ongoing	
<ul style="list-style-type: none"> <li>▪ Meet with client to discuss/review plan performance and open items</li> </ul>	Ongoing	

<i>Services</i>	<i>Frequency</i>	<i>Included</i>
<ul style="list-style-type: none"> <li>▪ Monitor and facilitate vendor performance scorecard</li> </ul>	Semi-Annually	
<ul style="list-style-type: none"> <li>▪ Coordinate benefit changes and plan details with benefits outsourcing partner and communication resource(s):                             <ul style="list-style-type: none"> <li>– Plan design changes</li> <li>– Employee contributions and COBRA rates</li> <li>– Vendor rates of premium equivalent rates</li> <li>– Vendor contact information</li> <li>– Facilitate meetings/conference calls between vendors, outsourcing partner and communications team</li> </ul> </li> </ul>	Annually	
<ul style="list-style-type: none"> <li>▪ Prepare and deliver stewardship report</li> </ul>	Annually	
<b>Stop Loss Management</b>		
<ul style="list-style-type: none"> <li>▪ Renewal, Marketing and Placement:                             <ul style="list-style-type: none"> <li>– Conduct preliminary risk review to determine market strategy</li> <li>– Collect and analyze market results</li> <li>– Consult with clinical resource regarding ongoing claimants</li> <li>– Conduct policy-to-policy review</li> </ul> </li> </ul>	Annually	
<ul style="list-style-type: none"> <li>▪ Implementation:                             <ul style="list-style-type: none"> <li>– Ensure completion of underwriting requirements</li> <li>– Oversee completion and review of policy application as well as executed contract</li> <li>– Conduct client plan document versus stop loss policy review</li> <li>– Establish reporting between stop loss carrier and ASO vendor as needed</li> </ul> </li> </ul>	Annually	
<ul style="list-style-type: none"> <li>▪ Ongoing Management:                             <ul style="list-style-type: none"> <li>– Track claims identified during marketing/placement process</li> <li>– Conduct monthly monitoring of stop loss reporting for cost-savings opportunities</li> <li>– Identify potential excess claims</li> <li>– Ensure timely claim reimbursement</li> <li>– Report monthly status to Client Service Team</li> <li>– Provide year-end reconciliation of excess claims</li> </ul> </li> </ul>	Ongoing	

<i>Services</i>	<i>Frequency</i>	<i>Included</i>
<b>Integrated Absence Solutions</b>		
<ul style="list-style-type: none"> <li>▪ Integrated Absence Solutions:                             <ul style="list-style-type: none"> <li>– Life/Disability/Leave renewals and marketing</li> <li>– Leave administration implementation</li> <li>– Compliance screening</li> <li>– Benchmarking assessment</li> <li>– Strategic consulting</li> <li>– Carrier advocacy</li> </ul> </li> </ul>	Ongoing	

## SCOPE OF SERVICES

### *Optional Services\**

- M&A Due Diligence:
  - Review cost and benefits of client’s current programs compared to programs of target company
  - Determine needs assessment to integrate programs
  - Manage integration of benefits programs if target is acquired
- Collective bargaining valuations
- Compliance audit
- Lockton survey
- Additional communications services:
  - Annual enrollment videos
  - Employee benefit statements
  - Employee recruiting guide
  - Custom benefit guide
  - Employee handbook updates
  - Bilingual communication translations
  - Conduct annual enrollment presentations and/or webcasts
  - “Benefit Bytes” – smartphone friendly communication materials
  - Develop social-networking campaigns through Twitter, Facebook, etc.
- Employee advocacy call center
- Outsourcing vendor selection and implementation
- Executive benefits consulting
- Compensation consulting services
- Retirement consulting services
- International benefits consulting services
- Property and casualty/risk management

## *Optional Services\**

- Strategic Communication consulting services:
  - Corporate communication
    - Media relations, employee communication and community relations
  - Digital media strategic communication
    - Assessment, strategy development and plan implementation
  - Issues management
    - Strategy development, document creation and plan implementation
  - Crisis communication consulting
    - Plan, development, training and execution
  
- Voluntary Benefits:
  - Needs assessment
  - Claims data analysis
  - Program design
  - Financial analysis
  - Technology offset negotiations
  - Marketing/placement
  - Implementation
  
- Human Capital Advisory and Consulting
  
- HR Outsourcing:
  - Augment client HR teams
  - Assist clients in four key areas:
    - Benefits administration
    - Retirement plan administration
    - Compensations consulting and outsourcing
    - Absence management administration

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\*May require additional charges.

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

**OFFICE USE ONLY  
CERTIFICATION OF FILING**

Certificate Number:  
2022-888788

Date Filed:  
05/19/2022

Date Acknowledged:

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**  
Lockton-Dunning Series of Lockton Companies, LLC  
Dallas, TX United States

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

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**  
RFP# 22-23  
Health Benefit Consultant Services

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

**5 Check only if there is NO Interested Party.**

**6 UNSWORN DECLARATION**

My name is Trey Darby, and my date of birth is 12.7.1967.

My address is 4301 Saint Andrews Blvd., Irving, Texas, 75038, USA.  
(street) (city) (state) (zip code) (country)

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

Executed in Dallas County, State of Texas, on the 19 day of May, 20 22.  
(month) (year)

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



# SELECTION OF BENEFITS CONSULTANT RFP 22-23

RS-22-076

June 7, 2022

369

# Background

2

- This selection process was an effort to select a qualified, innovative benefits consultant, with effective and reputable services, who specializes in providing effective healthcare strategies for public entities
- The City currently has a self-funded employee insurance platform

# Proposal Process

3

- Proposals solicited to find best benefits consultant
  - ▣ Six (6) proposals were received in response
    - BKCW Insurance
    - Gallagher Benefit Services
    - Holmes Murphy
    - HUB International Texas, Inc.
    - Lockton Dunning
    - McGriff Insurance Services
- Review committee composed of personnel from Human Resources and Finance departments

# Proposal Process

4

- Scored based on criteria including:
  - ▣ Qualifications/Experience (35 points)
  - ▣ Methodology to Achieve End Result (35 points)
  - ▣ Completeness of Proposal (20 points)
  - ▣ Price (10 points)
- Interviewed three consultants
- Chose the entity who best met the needs of the City based on their qualifications and experience

# Alternatives Considered

5

- To not consider Lockton Dunning, the current health care consultant, as the City's Healthcare Consultant, and consider one of the other five consultants
- To consider Lockton Dunning to continue providing healthcare consulting services for the City of Killeen

# Recommendation

6

Staff recommends alternative two because Lockton Dunning has been a great partner with the City of Killeen in transitioning the City to self-funding and by providing effective strategies for healthcare, effective October 1, 2022.



# City of Killeen

## Staff Report

File Number: RS-22-077

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1	City Council Workshop	06/07/2022	Reviewed and Referred	City Council	06/14/2022
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**DATE:** June 7, 2022

**TO:** Mayor and City Council

**FROM:** Kent Cagle, City Manager

**SUBJECT:** Amended Interlocal Agreement - Relocation of Bell County Killeen Annex

### **BACKGROUND AND FINDINGS:**

The City Council and Bell County Commissioners Court have been discussing opportunities to relocate County offices to Downtown Killeen. On March 8, 2022 City Council approved an Interlocal Agreement to provide funding for the demolition of the First National Bank downtown building.

Bell County has requested an amendment to the Interlocal Agreement requesting the City acquire the First National Bank downtown building, demolish the structure, and convey the property to the County at no cost within twelve months of the signed agreement.

The County will agree to construct a new building with at least thirty thousand (30,000) square feet within thirty-six months of receipt of the property.

### **THE ALTERNATIVES CONSIDERED:**

1. City Council can accept Bell County's Interlocal Agreement amendment.
2. City Council can reject Bell County's request to amend the existing Interlocal Agreement.

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

Click or tap here to enter text.

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

This project will need approval of the Historic Preservation Board if the First National Bank building is demolished.

### **FINANCIAL IMPACT:**

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

The total cost of demolition will be borne by the City. The estimated demolition cost is \$300,000.

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

One-time expenditure.

**Is this expenditure budgeted?**

Yes, funds are available in Governmental CIP Fund account 349-8934-493.69-03.

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

N/A

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

Yes

**RECOMMENDATION:**

Staff recommends approval of the amended agreement with Bell County.

**DEPARTMENTAL CLEARANCES:**

Finance  
Legal

**ATTACHED SUPPORTING DOCUMENTS:**

Interlocal Agreement - Amended

State of Texas §

County of Bell §

### **Interlocal Agreement**

This Interlocal Agreement is made and entered into by and among the City of Killeen ('City') and Bell County ('County'), collectively, 'the Parties'.

#### **Recitals**

WHEREAS, the Texas Government Code, Title 7, Chapter 791 provides for interlocal cooperation Contracts, or interlocal agreements, among political subdivisions of the State of Texas; and

WHEREAS, the Texas Government Code, Title 7, Chapter 791, states that its purpose is to increase the efficiency and effectiveness of local governments by authorizing them to contract with each other; and

WHEREAS, the Texas Government Code, Title 7, Chapter 791 further allows for interlocal agreements for 'governmental functions', as defined by Chapter 791, Texas Government Code; and

WHEREAS, the Texas Government Code, Title 7, Chapter 791 allows counties, municipalities and other political subdivisions of the State of Texas to enter into interlocal agreements under the terms and conditions set forth in Texas Government Code, Title 7, Chapter 791; and

WHEREAS, City is a home rule city under the laws of the State of Texas and, accordingly, has authority to enter into an interlocal agreement; and

WHEREAS, the County is a political subdivision of the State of Texas and, accordingly, has authority to enter into an interlocal agreement; and

WHEREAS, the County has indicated a need to relocate the Bell County Killeen Annex, currently located on Priest Drive in Killeen; and

WHEREAS, First National Bank of Texas has indicated it is amenable to transfer ownership of the property and all buildings ('Property') located at 507 North Gray, Killeen, Texas, to the County for the purposes of locating the Bell County Killeen Annex; and

WHEREAS, the City is supportive of this location for the Bell County Killeen Annex and has an interest in revitalizing its downtown area and seeks to keep and attract entities to locate in that area; and

**NOW, THEREFORE**, in consideration of the mutual promises, obligations, and benefits to derived by the Parties pursuant to this interlocal agreement, the Parties hereby agree that:

1. The City agrees, subject to paragraph 4.c, to acquire the Property, demolish the structures, and to convey the Property at no cost to the County. City further agrees that such actions shall occur on or before 12 months from the date of this agreement.

2. The County agrees to:
  - a. Subject to paragraph 4.d, construct a new building(s) on the Property with square footage of at least thirty thousand (30,000) square feet, with the new building(s) substantially complete within thirty-six (36) months of receipt of the Property.
3. Each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.
4. Each party acknowledges that:
  - a. The County has allocated \$10,000,000 for the design and construction of the new Killeen Annex.
  - b. The City has allocated \$300,000 for the demolition of the existing structures on the site.
  - c. The City has the right to terminate this agreement at any time prior to performing the commitments set forth in the agreement.
  - d. The County has the right to terminate this agreement prior to the City's performance under this agreement. However, once the City has performed, the County shall commit to constructing or investing the lesser of : 1) the construction of at least 30,000 square feet of building(s) or 2) investing \$10,000,000 for a building(s) on the Property.
5. This interlocal agreement becomes effective on the date the last signature is affixed and remains in effect the obligations of the Parties are complete, unless terminated earlier by mutual written consent of the parties.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed, effective on this the \_\_\_\_\_, day of \_\_\_\_\_, 2022.

City of Killeen

Bell County

\_\_\_\_\_  
Kent Cagle

City Manager

\_\_\_\_\_  
David A. Blackburn

County Judge

A stylized logo consisting of several grey geometric shapes: a large curved line, a vertical rectangle, and a star at the top right. The star is positioned as if it is the end of a trajectory or path.

# Bell County Interlocal Agreement Amendment

RS-22-077

June 7, 2022

379

# Requested Amendments

2

- City acquires First National Bank downtown building
- City demolishes building and conveys property to County at no cost
- County agrees to construct new building with at least 30,000 sq ft within 36 months of receipt of property



# City of Killeen

## Staff Report

File Number: PH-22-041

1	City Council Workshop	06/07/2022	Reviewed and Referred	City Council	06/14/2022
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**DATE:** June 07, 2022

**TO:** Kent Cagle, City Manager.

**FROM:** Edwin Revell, Executive Director of Development Services.

**SUBJECT:** FLUM 22-09: 'General Residential' (GR) to 'Suburban Commercial' (SC)

**BACKGROUND AND FINDINGS:**

**Property Information:**

**Property Owner:** Michael & Rhonda Jung  
**Agent:** Republic Engineering & Development Services  
**Current FLUM Designation:** 'General Residential' (GR)  
**Requested FLUM Designation:** 'Suburban Commercial' (SC)

**Summary of Request:**

Republic Engineering & Development Services, on behalf of Michael & Rhonda Jung, has submitted a request to amend the Comprehensive Plan's Future Land Use Map (FLUM) from a 'General Residential' (GR) designation to a 'Suburban Commercial' (SC) designation for approximately 20.75 acres out of the Cospers Creek Addition, Block One, part of Lots 3 and 7. If approved, the applicant intends to develop the property into covered secured recreational vehicle storage.

**Zoning/Plat Case History:**

The subject property was annexed into the city limits on March 16, 2004 via Ordinance No. 04-12. The property was subsequently zoned "A" (Agricultural District), "A-R1" (Agricultural Single-Family Residential District), and "R-1" (Single-Family Residential District) on April 26, 2005 via Ordinance No. 05-31. The property was platted as part of Cospers Creek Addition, Block 1, Lots 3 & 7 on January 22, 1995.

**Character of the Area:**

	<b>Current Land Use</b>	<b>Zoning District*</b>	<b>FLUM Designation</b>
<b>North</b>	Undeveloped property	A-R1	General Residential (GR)
<b>East</b>	Undeveloped property and existing	AR-1 & B-3	Estate (E), Suburban Commercial

auto salvage business (SC), & General Residential (GR)  
**South** Undeveloped property and A, A-R1, & R-1 Suburban Commercial (SC) &  
single-family homes General Residential (GR)  
**West** Undeveloped property A-R1 General Residential (GR)  
\* A (Agricultural District), A-R1 (Agricultural Single-Family Residential District), R-1 (Single-Family Residential District), & B-3 (Local Business District)

**Future Land Use Map Analysis:**

This property is designated as 'General Residential' (GR) on the Future Land Use Map (FLUM) of the Comprehensive Plan.

The 'General Residential' (GR) designation encourages the following development types:

- Detached residential dwellings as a primary focus;
- Attached housing types subject to compatibility and open space standards (e.g., duplexes, townhomes, patio homes);
- Planned developments, potentially with a mix of housing types and varying densities, subject to compatibility and open space standards;
- Public/ institutional; and
- Parks and public spaces.

If approved, the 'Suburban Commercial' (SC) designation encourages the following development types:

- Range of commercial retail and service uses, at varying scales and intensities depending on the site;
- Office (both large and/or multi-story buildings and small-scale office uses depending on the site);
- Planned development to accommodate custom site designs or mixing of uses in a Suburban character setting;
- Public/institutional; and
- Parks and public spaces.

**Water, Sewer and Drainage Services:**

Provider: City of Killeen

Within Service Area: Yes

Feasibility Study or Service Commitment: Water, sanitary sewer, and drainage utility service is located within the City of Killeen municipal utility service area and available to the subject tract.

**Transportation and Thoroughfare Plan:**

Ingress and egress to the property is via Trimmier Road, which is classified as a 110' Minor Arterial on the City of Killeen Thoroughfare Plan.

**Environmental Assessment:**

The property is crossed by the FEMA regulatory Special Flood Hazard Area (SFHA) for Rock Creek. The creek is classified as a Freshwater Emergent Wetland or Freshwater Forested/Shrub Wetland as

identified on the National Wetlands Inventory.

**Public Notification:**

Staff mailed courtesy notices to thirty-two (32) surrounding property owners regarding this request. Of those property owners notified, six (6) reside outside of Killeen.

**Staff Findings:**

The 'General Residential' (GR) land use category is characterized by auto-oriented character (especially where driveways and front-loading garages dominate the front yard and building facades of homes), which can be offset by "anti-monotony" architectural standards, landscaping, and limitations on "cookie cutter" subdivision layouts characterized by straight streets and uniform lot sizes and arrangement. Neighborhood-scale commercial uses are expected to emerge over time and should be encouraged on sites and in locations within (or near the edge of) GR areas that are best suited to accommodate such uses while ensuring compatibility with nearby residential uses.

The 'Suburban Commercial' (SC) land use category is characterized by reduced site coverage relative to most commercial development. Near residential properties and areas, the permitted scale and intensity of non-residential uses should be limited to ensure compatibility (including adequate buffering/screening, criteria for placement and orientation of buildings and parking areas, height limits, and residential-in-appearance architectural standards).

The current zoning of the subject property is "A" (Agricultural District), "A-R1" (Agricultural Single-Family Residential District), and "R-1" (Single-Family Residential District). The surrounding area includes an existing commercial property, single-family homes, and undeveloped properties.

**THE ALTERNATIVES CONSIDERED:**

The Planning and Zoning Commission has three (3) alternatives. The Commission may:

- Recommend disapproval of the applicant's FLUM amendment request.
- Recommend approval of a more restrictive FLUM designation; or
- Recommend approval of the applicant's FLUM amendment request.

**Which alternative is recommended? Why?**

Staff recommends approval of the applicant's FLUM amendment request. Staff finds that the 'Suburban Commercial' (SC) designation allows for non-residential uses near residential areas as long as there is adequate buffering/screening or appropriate site design. Therefore, staff is of the determination that the request is compatible with the surrounding land uses and consistent with the prevailing community character. The character of the area includes existing commercial property, single-family homes, and undeveloped properties.

**CONFORMITY TO CITY POLICY:**

This FLUM amendment request conforms to the City's policy as detailed in the Comprehensive Plan.

**FINANCIAL IMPACT:**

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

The proposed FLUM amendment does not involve the expenditure of City funds. However, subsequent development and dedication of public infrastructure will involve the expenditure of maintenance funds over the life cycle of future development.

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

This is not applicable.

**Is this expenditure budgeted?**

This is not applicable.

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

This is not applicable.

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

This is not applicable.

**RECOMMENDATION:**

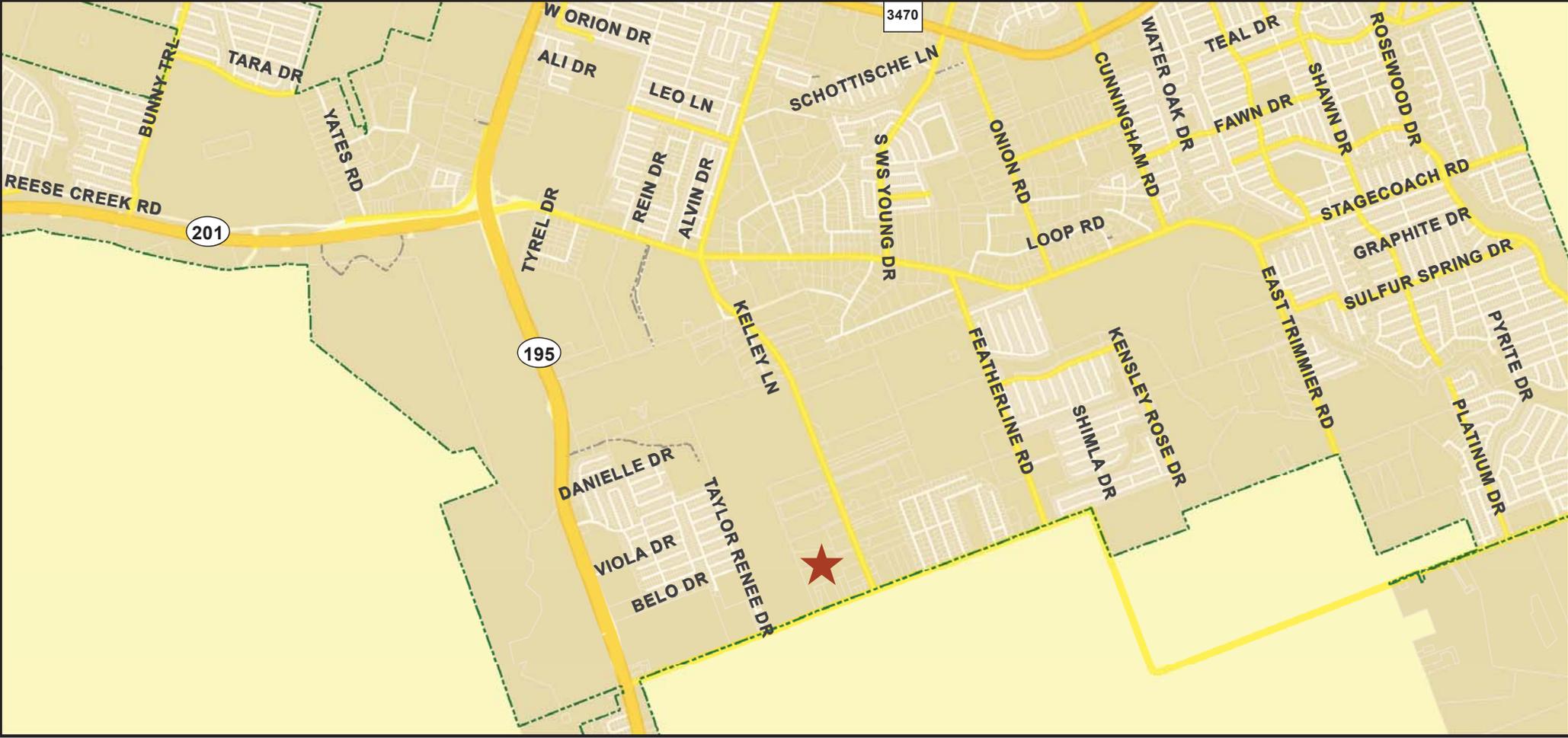
At their regular meeting on May 2, 2022, the Planning and Zoning Commission recommended approval of the applicant's request by a vote of 4 to 0.

**DEPARTMENTAL CLEARANCES:**

This item has been reviewed by the Planning and Legal staff.

**ATTACHED SUPPORTING DOCUMENTS:**

- Maps
- Site Photos
- Minutes
- Ordinance
- Exhibit



**LOCATION MAP**  
**Case: FLUM AMENDMENT 2022-09**

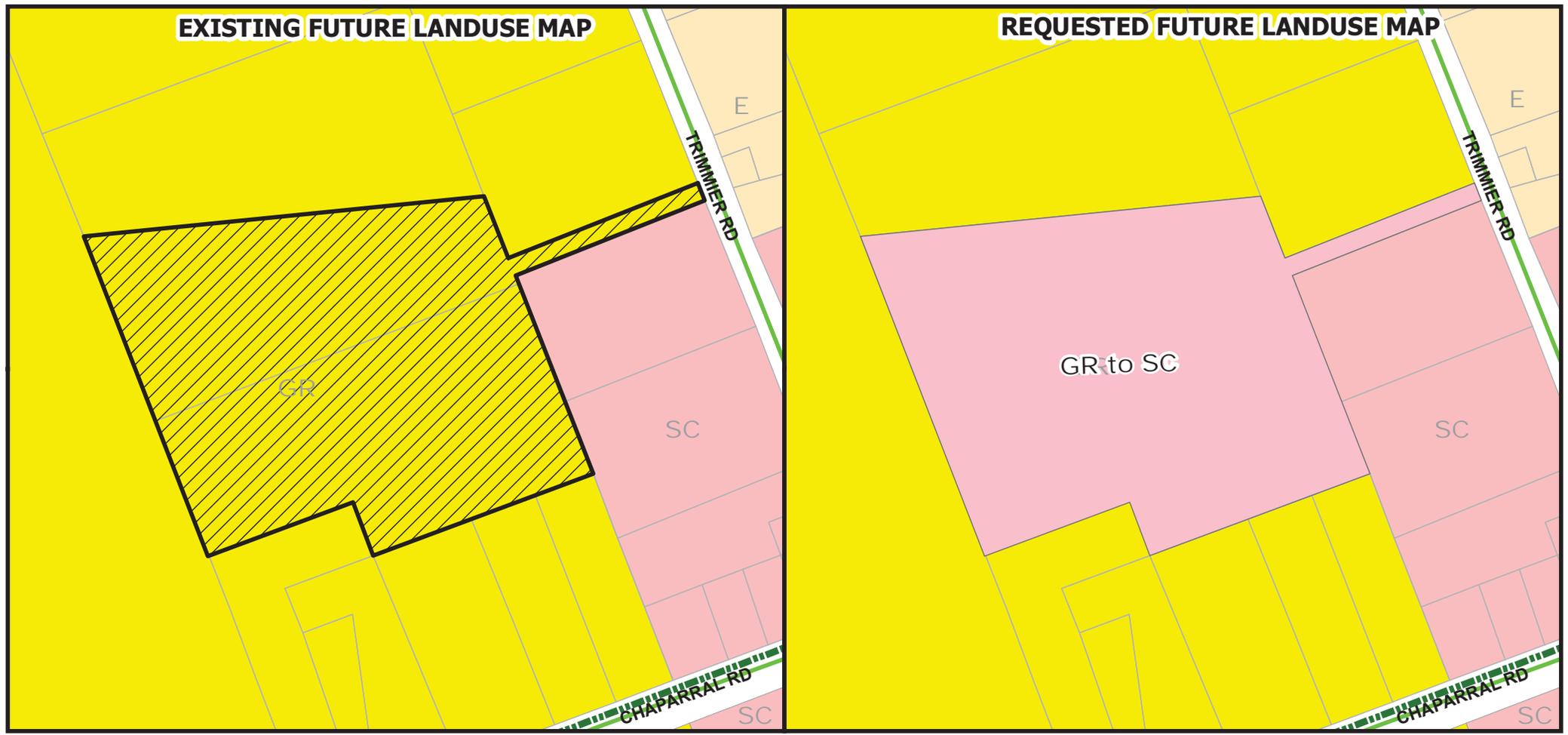
Council District: 3  
 FROM GR TO SC  
 Subject Property Legal Description: COSPER CREEK ADDITION, BLOCK 001, LOT PT 3, 7, (N 50' OF 3 & N 532.01' OF 7), ACRES 10.0, AND PART OF COSPER CREEK ADDITION, BLOCK 001, LOT PT 7, (S PT OF 7), ACRES 14.205



1 inch = 4,167 feet  
 Date: 3/21/2022

**EXISTING FUTURE LANDUSE MAP**

**REQUESTED FUTURE LANDUSE MAP**



**FUTURE LAND USE MAP**

**Case: FLUM AMENDMENT 2022-09**

Council District: 3  
 FROM GR TO SC  
 Subject Property Legal Description: COSPER CREEK ADDITION, BLOCK 001, LOT PT 3, 7, (N 50' OF 3 & N 532.01' OF 7), ACRES 10.0, AND PART OF COSPER CREEK ADDITION, BLOCK 001, LOT PT 7, (S PT OF 7), ACRES 14.205

**Future Land Use Legend**

-  FLUM Case Location
-  General Residential (GR)
-  Suburban Commercial (SC)
-  Estate (E)



1 inch = 417 feet  
 Date: 3/21/2022



# SITE PHOTOS

Case #FLUM22-09: 'GR' TO 'SC'



View of the subject property looking west:



View of the surrounding property south:



# SITE PHOTOS

Case #FLUM22-09: 'GR' TO 'SC'



View of the surrounding property to the east (across Trimmier Rd):



View of the adjacent property the east:



**MINUTES**  
**PLANNING AND ZONING COMMISSION MEETING**  
**May 02, 2022**

**CASE #FLUM22-09**  
**'GR' to 'SC'**

**HOLD** a public hearing and consider a request submitted by Republic Engineering & Development Services on behalf of Michael & Rhonda Jung (**Case #FLUM 22-09**) to amend the Comprehensive Plan's Future Land Use Map (FLUM) from a 'General Residential' (GR) designation to a 'Suburban Commercial' (SC) designation for approximately 20.75 acres out of the Cosper Creek Addition, Block One, part of Lots 3 and 7. The property is addressed as 3288 and 3288-A Chaparral Road, Killeen, Texas.

Ms. Larsen briefed the Commission regarding the applicant's request. She stated that staff recommends approval of the request, as it is consistent with the character of the area.

The property owner, Mr. Michael Jung of 3288 Chaparral, was present to represent this case. The applicant's agent, Mr. Tyler Freese of Republic Engineering & Development Services was also present.

Chairman Latham opened the public hearing.

With no one wishing to speak, the public hearing was closed.

Commissioner Jones made a motion to recommend approval of the request as presented. Commissioner Minor seconded, and the motion passed by a vote of 4 to 0.

**ORDINANCE \_\_\_\_\_**

**AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN'S FUTURE LAND USE MAP TO CHANGE APPROXIMATELY 20.75 ACRES OUT OF THE COSPER CREEK ADDITION, BLOCK ONE, PARTS OF LOTS 3 AND 7, FROM A 'GENERAL RESIDENTIAL' (GR) DESIGNATION TO A 'SUBURBAN COMMERCIAL' (SC) DESIGNATION; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR THE REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.**

**WHEREAS**, the City of Killeen finds that Chapter 213.003 of the Local Government Code enables municipalities to adopt and amend comprehensive plans in the interest of coordinating long-range development of the municipality.

**WHEREAS**, the Planning and Zoning Commission has received a request from Republic Engineering & Development Services, on behalf of Michael & Rhonda Jung, for a revision to the Future Land Use Map (FLUM) of the Comprehensive Plan to change the 'General Residential' (GR) designation to a 'Suburban Commercial' (SC) designation, said property being legally described as being approximately 20.75 acres out of the Cosper Creek Addition, Block One, part of Lots 3 and 7; said revision having been duly presented and recommended for approval by the Planning and Zoning Commission of the City of Killeen on the 2<sup>nd</sup> day of May 2022, and due notice of the filing of said request and the date of hearing thereon was given as required by law, and hearing on said request was set for 5:00 P.M., on the 14<sup>th</sup> day of June, 2022, at the City Hall, City of Killeen;

**WHEREAS**, the City Council at said hearing duly considered said request, the action of the Planning and Zoning Commission and the evidence in support thereof, and the City Council being of the opinion that the amendment should be approved;

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

**SECTION I:** That the future land use designation of approximately 20.75 acres out of the Cospers Creek Addition, Block One, part of Lots 3 and 7, be amended from a 'General Residential' (GR) designation to a 'Suburban Commercial' (SC) designation, for the property locally addressed as 3288 and 3288-A Chaparral Road, Killeen, Texas.

**SECTION II.** That should any section or part of this ordinance be declared unconstitutional or invalid for any reason, it shall not invalidate or impair the validity, force, or effect of any other section or parts of this ordinance.

**SECTION III.** That all ordinances and resolutions, or parts thereof, in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

**SECTION IV.** That this ordinance shall take effect immediately upon passage of the ordinance.

**PASSED AND APPROVED** at a regular meeting of the City Council of the City of Killeen, Texas, this 14<sup>th</sup> day of June 2022, at which meeting a quorum was present, held in accordance with the provisions of V.T.C.A., Government Code, §551.001 et seq.

**APPROVED:**

\_\_\_\_\_  
**Debbie Nash-King, MAYOR**

**ATTEST:**

\_\_\_\_\_  
**Lucy C. Aldrich, CITY SECRETARY**

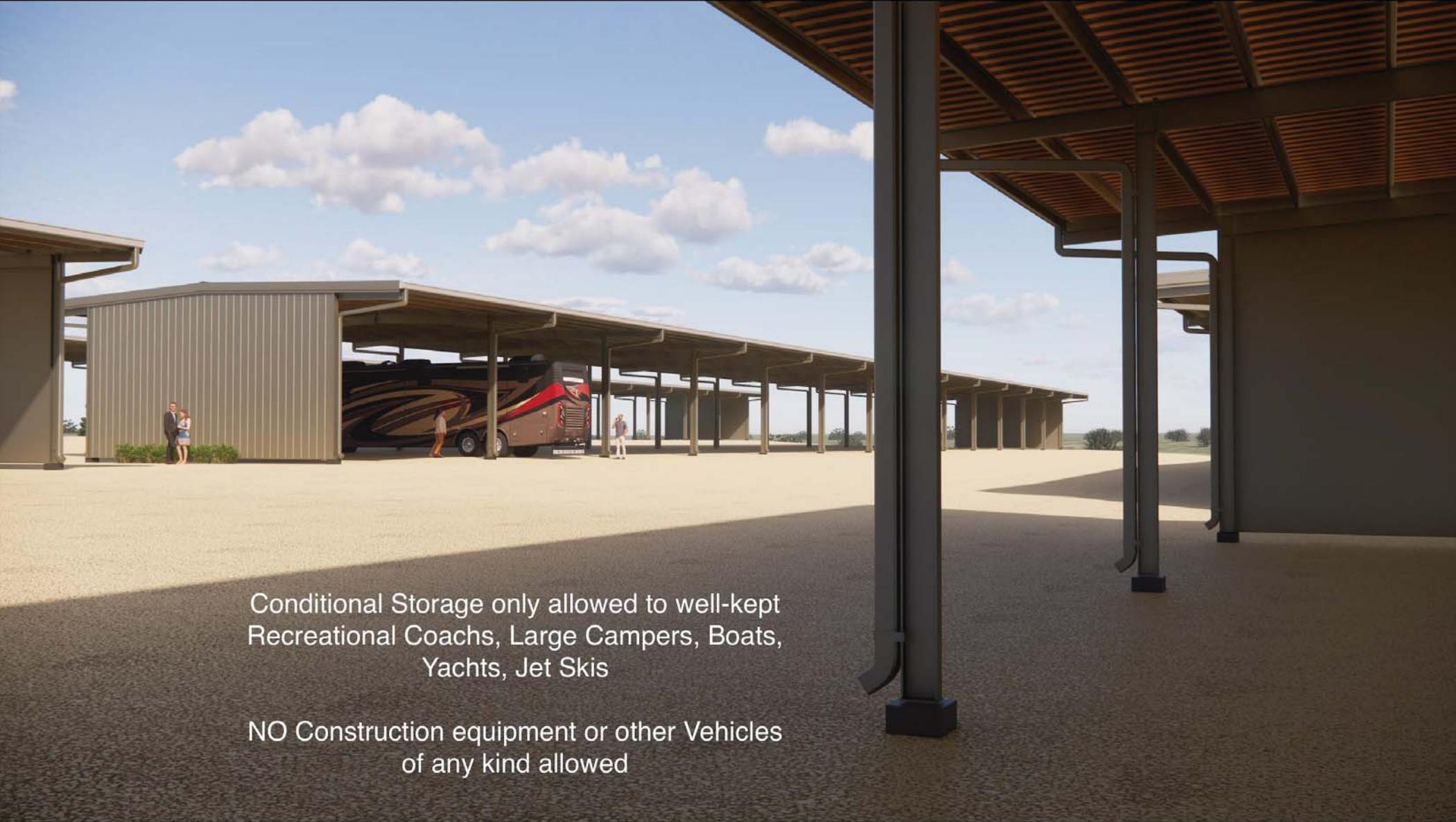
**APPROVED AS TO FORM**

\_\_\_\_\_  
**Traci S. Briggs, City Attorney**  
Case #: FLUM 22-09  
Ord#: 21-\_\_\_\_



Security gates w/ Digital Keypad entry,  
Secured Perimeter fencing and 24 hour video  
surveillance cameras throughtout the entire  
complex

Providing well maintained Landscaping

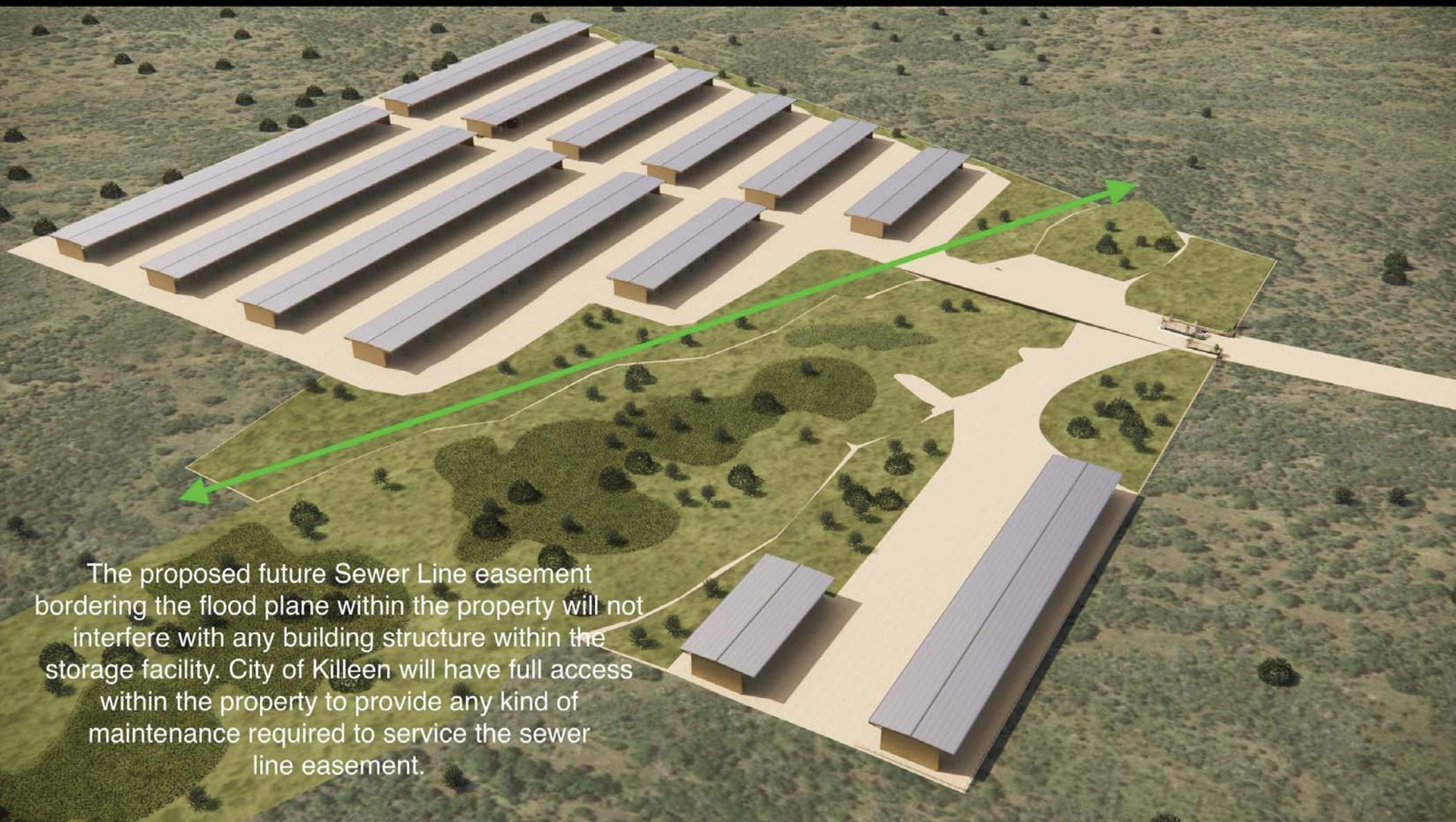


Conditional Storage only allowed to well-kept  
Recreational Coachs, Large Campers, Boats,  
Yachts, Jet Skis

NO Construction equipment or other Vehicles  
of any kind allowed



Our Storage facility will provide visually appealing secured covered storage for new homeowners within future upcoming neighborhoods to be developed within the Killeen city limits general area. Our intentions will better alleviate the issues of city ordinances that restrict these types of recreational units to be parked on city streets. This facility will allow Home owners a location to store these type of recreational units instead of the front yard of their home. It will help keep the look of Killeen neighborhoods consistent and appealing to future homeowners.



The proposed future Sewer Line easement bordering the flood plane within the property will not interfere with any building structure within the storage facility. City of Killeen will have full access within the property to provide any kind of maintenance required to service the sewer line easement.

**Platinum Coach Storage Facility**

Proposed Future Sewer Line Easement

Google Earth

500 ft









**Mr. and Mrs. Jung are the property owners and proposing developers. They have been long time residents of Killeen, graduating from Killeen and Ellison High schools back in 1977 and 1989. They have locally owned three successful businesses for more than the past 20 years. After purchasing the property in 1993, Mike and Rhonda were married and then raised 2 children and have 3 grandchildren who also still reside in Killeen. They intend to keep their longstanding businesses in this area and the primary purpose of this property is to retire as well as to provide reasonable, affordable, recreational storage for the surrounding communities.**





CASE #FLUM22-09: 'GR' TO 'SC'

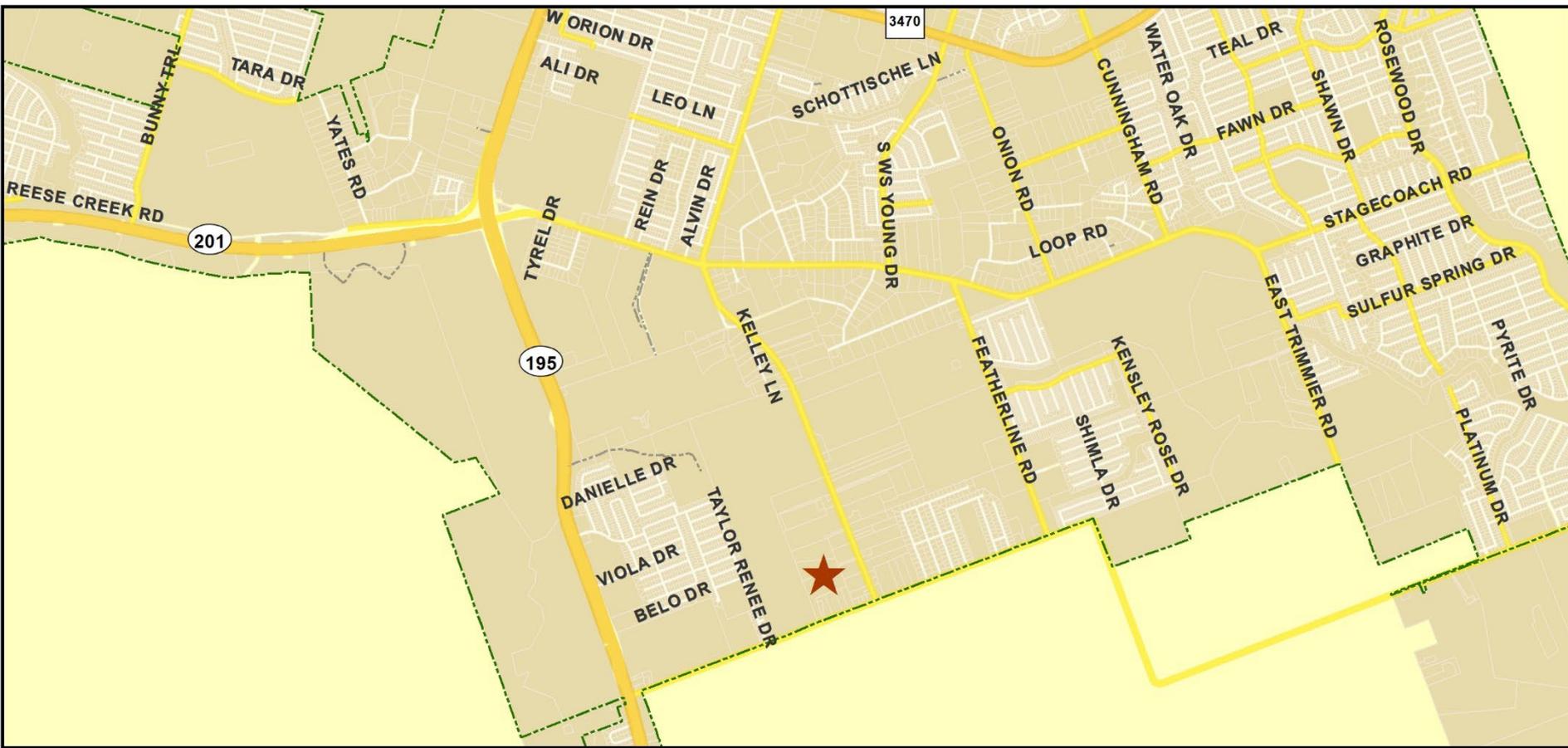
PH-22-041

June 7, 2022

403

# Case #FLUM 22-09 – ‘GR’ to ‘SC’

- ❑ **HOLD** a public hearing and an ordinance requested by Republic Engineering & Development Services on behalf of Michael & Rhonda Jung (**Case #FLUM 22-09**) to amend the Comprehensive Plan’s Future Land Use Map (FLUM) from a ‘General Residential’ (GR) designation to a ‘Suburban Commercial’ (SC) designation for approximately 20.75 acres out of the Cosper Creek Addition, Block One, part of Lots 3 and 7.
- ❑ The property is addressed as 3288 and 3288-A Chaparral Road, Killeen, Texas.



**LOCATION MAP**

**Case: FLUM AMENDMENT 2022-09**

Council District: 3

FROM GR TO SC

Subject Property Legal Description: COSPER CREEK ADDITION, BLOCK 001, LOT PT 3, 7, (N 50' OF 3 & N 532.01' OF 7), ACRES 10.0, AND PART OF COSPER CREEK ADDITION, BLOCK 001, LOT PT 7, (S PT OF 7), ACRES 14.205



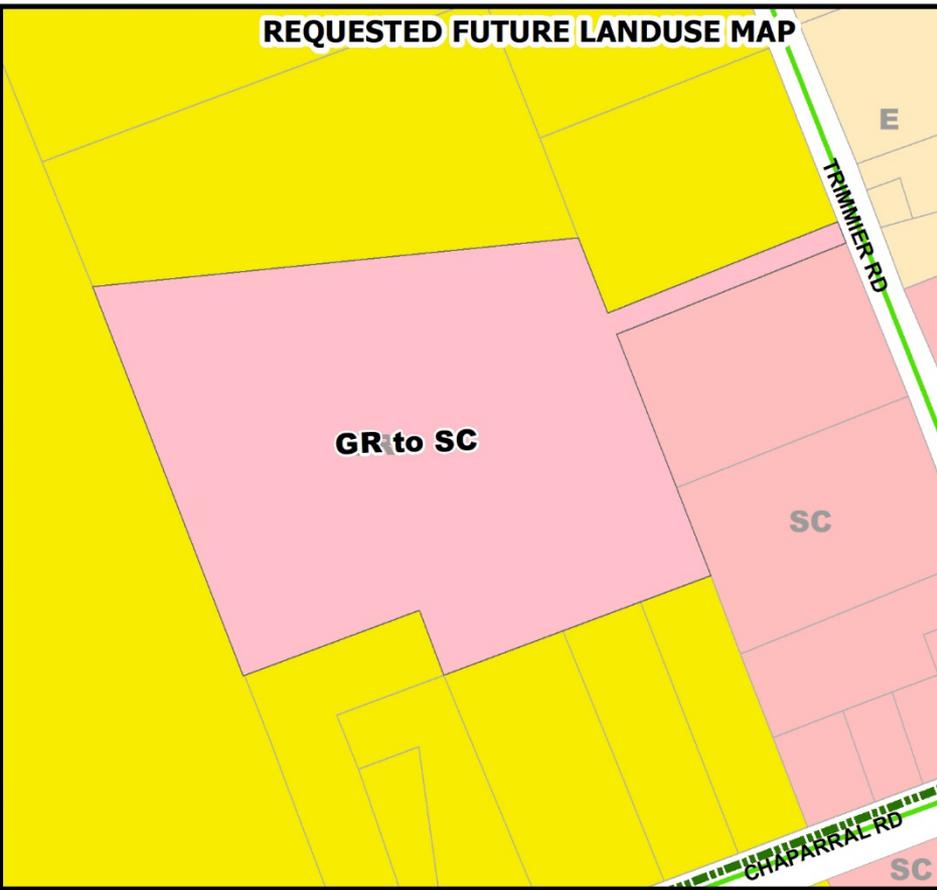
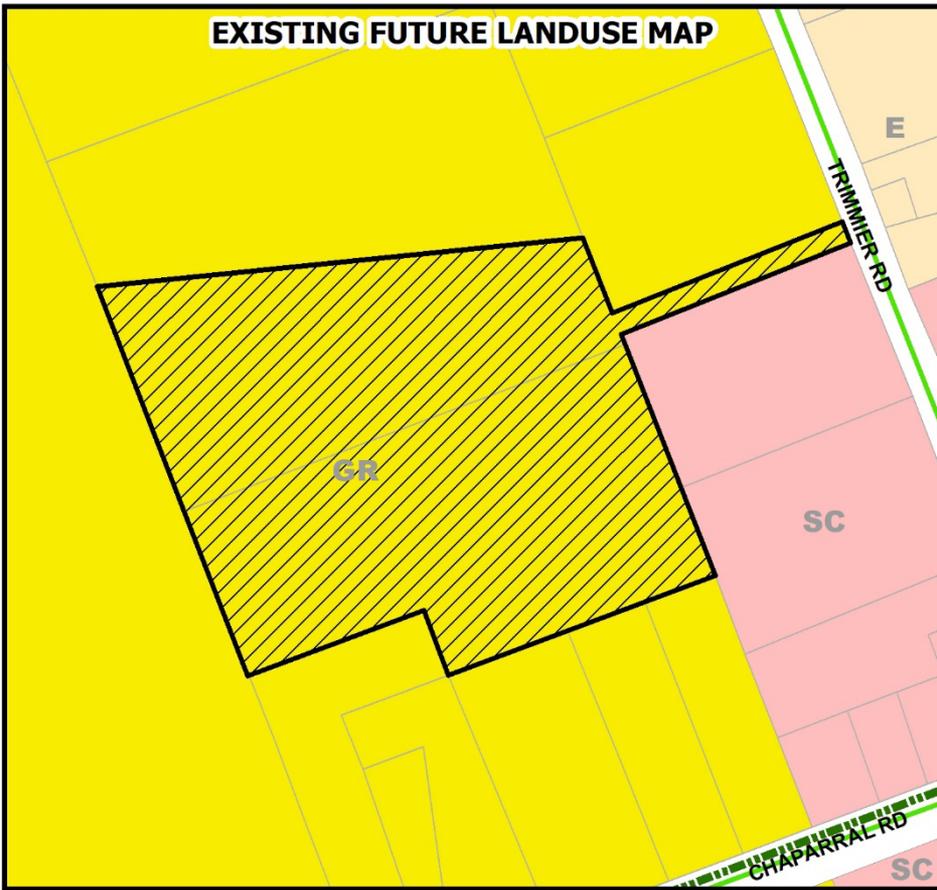
**405**

1 inch = 4,167'

Date: 3/21/2022

**EXISTING FUTURE LANDUSE MAP**

**REQUESTED FUTURE LANDUSE MAP**



**FUTURE LAND USE MAP**

**Case: FLUM AMENDMENT 2022-09**

Council District: 3

FROM GR TO SC

Subject Property Legal Description: COSPER CREEK ADDITION, BLOCK 001, LOT PT 3, 7, (N 50' OF 3 & N 532.01' OF 7), ACRES 10.0, AND PART OF COSPER CREEK ADDITION, BLOCK 001, LOT PT 7, (S PT OF 7), ACRES 14.205

**Future Land Use Legend**

-  FLUM Case Location
-  General Residential (GR)
-  Suburban Commercial (SC)
-  Estate (E)



1 inch = **406**

Date: 3/21/2022

# Case #FLUM 22-09 – ‘GR’ to ‘SC’

5

- If approved, the applicant intends to develop the property into covered storage for recreational vehicles.

# Case #FLUM 22-09 – ‘GR’ to ‘SC’

6

- This property is designated as ‘General Residential’ (GR) on the Future Land Use Map (FLUM) of the Comprehensive Plan.
- The ‘General Residential’ (GR) designation encourages the following development types:
  - ▣ Detached residential dwellings as a primary focus;
  - ▣ Attached housing types subject to compatibility and open space standards (e.g., duplexes, townhomes, patio homes);
  - ▣ Planned developments, potentially with a mix of housing types and varying densities, subject to compatibility and open space standards;
  - ▣ Public/ institutional; and
  - ▣ Parks and public spaces.

# Case #FLUM 22-09 – ‘GR’ to ‘SC’

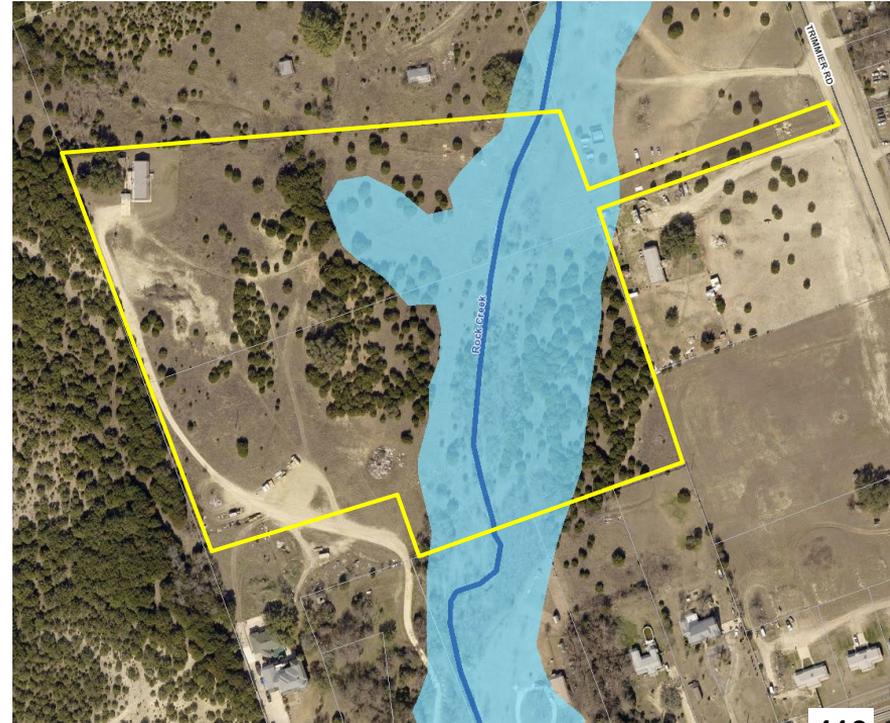
7

- If approved, the ‘Suburban Commercial’ (SC) designation encourages the following development types:
  - ▣ Range of commercial retail and service uses, at varying scales and intensities depending on the site;
  - ▣ Office (both large and/or multi-story buildings and small-scale office uses depending on the site);
  - ▣ Planned development to accommodate custom site designs or mixing of uses in a Suburban character setting;
  - ▣ Public/institutional; and
  - ▣ Parks and public spaces.

# Case #FLUM 22-09 – ‘GR’ to ‘SC’

8

- The property is crossed by the FEMA regulatory Special Flood Hazard Area (SFHA) for Rock Creek. The creek is classified as a Freshwater Emergent Wetland or Freshwater Forested/Shrub Wetland as identified on the National Wetlands Inventory.



# Case #FLUM 22-09 – ‘GR’ to ‘SC’

9

View of the subject property looking west:



# Case #FLUM 22-09 – ‘GR’ to ‘SC’

10

View of the surrounding property to the south:



# Case #FLUM 22-09 – ‘GR’ to ‘SC’

11

View of the surrounding property to the east (across Trimmier Rd):



# Case #FLUM 22-09 – ‘GR’ to ‘SC’

12

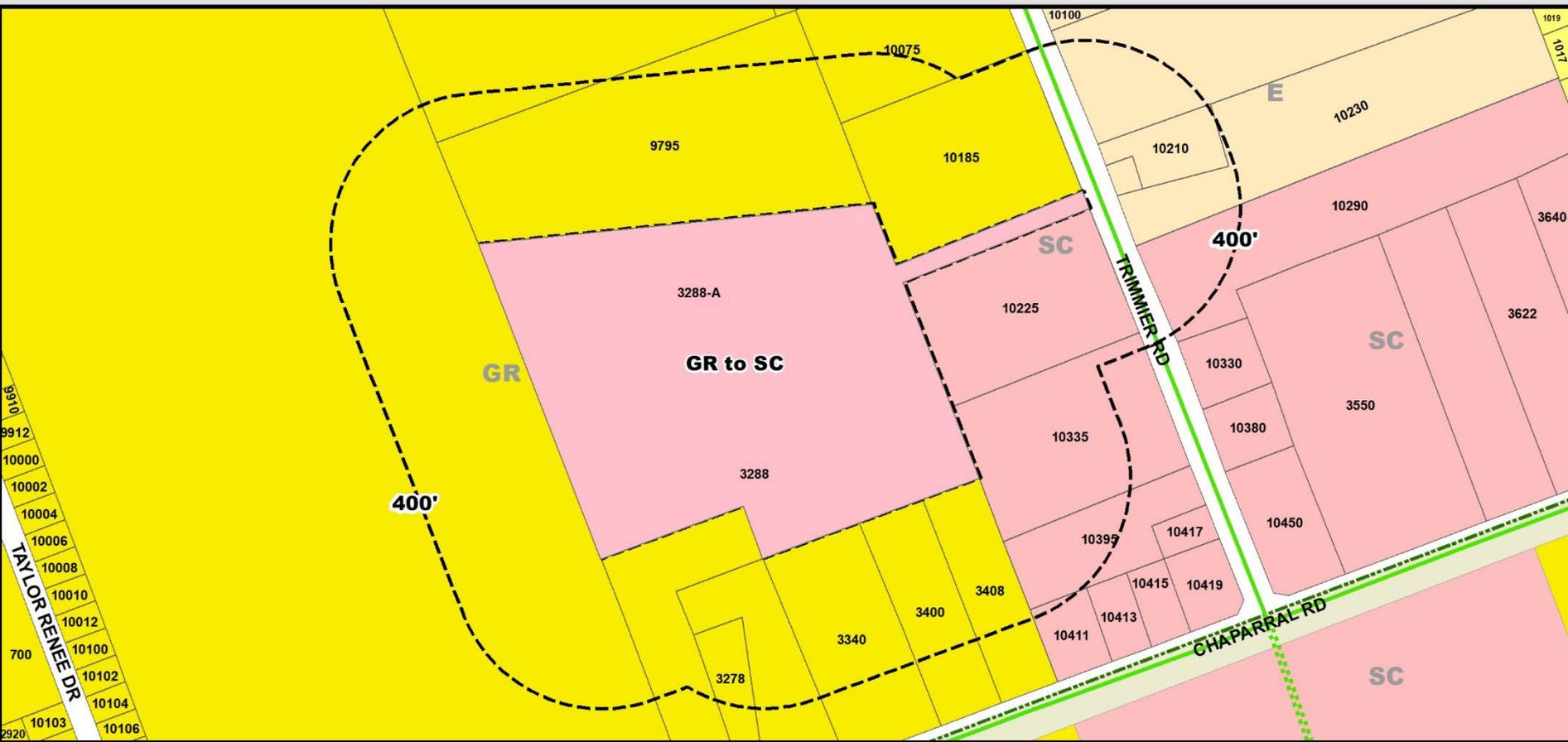
View of the adjacent property the east:



# Public Notification

13

- Staff mailed courtesy notices to thirty-two (32) surrounding property owners regarding this request.
- Of those notified, six (6) property owners reside outside of Killeen.



**NOTIFICATION MAP**

**Case: FLUM AMENDMENT 2022-09**

Council District: 3

FROM GR TO SC

Subject Property Legal Description: COSPER CREEK ADDITION, BLOCK 001, LOT PT 3, 7, (N 50' OF 3 & N 532.01' OF 7), ACRES 10.0, AND PART OF COSPER CREEK ADDITION, BLOCK 001, LOT PT 7, (S PT OF 7), ACRES 14.205

- Legend**
- Killen City Limits
  - Bell County Area
  - Minor Arterial, Existing
  - Minor Arterial, Proposed
  - General Residential (GR)
  - Suburban Residential (SR)
  - Suburban Commercial (SC)
  - Estate (E)



**416**

Date: 3/21/2022

# Alternatives

15

- ❑ The City Council has two (2) alternatives. The Council may:
  - ❑ Disapprove the applicant's FLUM amendment request; or
  - ❑ Approve the applicant's FLUM amendment request as presented.

# Staff Findings

- Staff finds that the ‘Suburban Commercial’ (SC) designation allows for non-residential uses near residential areas as long as there is adequate buffering/screening or appropriate site design.
- Therefore, staff is of the determination that the request is compatible with the surrounding land uses and consistent with the prevailing community character.
- The character of the area includes existing commercial property, single-family homes, and undeveloped properties.

# Staff Recommendation

17

- Staff recommends approval of the applicant's request to amend the FLUM as presented.

# Commission Recommendation

- At their regular meeting on *May 2, 2022*, the Planning and Zoning Commission recommended approval of the applicant's request by a vote of 4 to 0.



# City of Killeen

## Staff Report

File Number: PH-22-042

1	City Council Workshop	06/07/2022	Reviewed and Referred	City Council	06/14/2022
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**DATE:** June 7, 2022

**TO:** Kent Cagle, City Manager

**FROM:** Edwin Revell, Executive Director of Development Services

**SUBJECT:** FLUM CASE #22-17: 'GENERAL RESIDENTIAL' (GR) TO 'GENERAL COMMERCIAL' (GC).

**BACKGROUND AND FINDINGS:**

**Property Information:**

**Property Owner:** CPB Investments, Inc  
**Agent:** Mitchell and Associates, Inc  
**Current FLUM Designation:** 'General Residential' (GR)  
**Requested FLUM Designation:** 'General Commercial' (GC)  
**Current Zoning:** "A-R1" (Agricultural Single-Family Residential District)  
**Proposed Zoning:** "B-3" (Local Business District)

**Summary of Request:**

Mitchell & Associates, Inc, on behalf of CPB Investments, Inc, has submitted a request to amend the Comprehensive Plan's Future Land Use Map (FLUM) from a 'General Residential' (GR) designation to a 'General Commercial' (GC) designation for approximately 0.50 acre out of the Thomas Robinett Survey, Abstract No. 686. If approved, the applicant intends to develop a commercial land use on the property.

**Zoning/Plat Case History:**

The subject property was annexed into the city limits on October 19, 1999 via Ordinance No. 99-84. The property was subsequently zoned "A-R1" (Agricultural Single-Family Residential District) on July 11, 2000 via Ordinance No. 00-54. The applicant submitted a plat application (Elm Creek Addition, Phase 5) which validated on March 28, 2022 but has not yet been recorded.

**Character of the Area:**

Current Land Use	Zoning District*	FLUM Designation
------------------	------------------	------------------

**North** Undeveloped property A-R1 General Residential (GR)  
**East** Undeveloped property AR-1 & B-3 General Residential (GR)  
**South** Undeveloped property A-R1 General Residential (GR)  
**West** Medical clinic B-3 General Commercial (GC)  
\* A-R1 (Agricultural Single-Family Residential District) & B-3 (Local Business District)

**Future Land Use Map Analysis:**

This property is designated as 'General Residential' (GR) on the Future Land Use Map (FLUM) of the Comprehensive Plan.

The 'General Residential' (GR) designation encourages the following development types:

- Detached residential dwellings as a primary focus;
- Attached housing types subject to compatibility and open space standards (e.g., duplexes, townhomes, patio homes);
- Planned developments, potentially with a mix of housing types and varying densities, subject to compatibility and open space standards;
- Public/ institutional; and
- Parks and public spaces.

If approved, the 'General Commercial' (GC) designation encourages the following development types:

- Wide range of commercial retail and service uses, at varying scales and intensities;
- Office (both large and/or multi-story buildings and small-scale office uses);
- Public/institutional; and
- Parks and public spaces.

The applicant has submitted a concurrent request to rezone the property from "A-R1" (Agricultural Single-Family Residential District) to "B-3" (Local Business District).

**Water, Sewer and Drainage Services:**

Provider: West Bell County WSC

Within Service Area: Yes

Feasibility Study or Service Commitment: Water utility service is located within the West Bell County WSC utility service area. Applicant will need to contact the provider for availability of service to the subject tract.

**Transportation and Thoroughfare Plan:**

Ingress and egress to the property is from Janelle Drive, which is classified as a 60' wide Local Street on the City of Killeen Thoroughfare Plan.

**Environmental Assessment:**

The property is not within any FEMA regulatory Special Flood Hazard Area (SFHA). There are no other known wetland areas on or adjacent to the properties as identified on the National Wetlands

Inventory..

**Public Notification:**

Staff mailed courtesy notices to thirteen (13) surrounding property owners regarding this request. Of those property owners notified, six (6) reside outside of Killeen.

**Staff Findings:**

The 'General Residential' (GR) land use category is characterized by auto-oriented development (especially where driveways and front-loading garages dominate the front yard and building facades of homes), which can be offset by "anti-monotony" architectural standards, landscaping, and limitations on "cookie cutter" subdivision layouts characterized by straight streets and uniform lot sizes and arrangement. Neighborhood-scale commercial uses are expected to emerge over time and should be encouraged on sites and in locations within (or near the edge of) GR areas that are best suited to accommodate such uses while ensuring compatibility with nearby residential uses.

The 'General Commercial' (GC) character is typically auto-oriented, which can be offset by enhanced building design, landscaping, reduced site coverage, well-designed signage, etc.

The current zoning of the subject property is "A-R1" (Agricultural Single-Family Residential District). The surrounding area includes existing commercial property and undeveloped properties.

**THE ALTERNATIVES CONSIDERED:**

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

- Disapprove the applicant's FLUM amendment request;
- Approve a more restrictive FLUM designation; or
- Approve the applicant's FLUM amendment request.

**Which alternative is recommended? Why?**

Staff recommends approval of the applicant's request to amend the FLUM designation from 'General Residential' (GR) to 'General Commercial' (GC) as presented.

Staff is of the determination that the request is compatible with the surrounding land uses and consistent with the prevailing community character. The character of the area includes existing commercial property and undeveloped properties.

**CONFORMITY TO CITY POLICY:**

This FLUM amendment request conforms to the City's policy as detailed in the Comprehensive Plan.

**FINANCIAL IMPACT:**

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

The proposed FLUM amendment does not involve the expenditure of City funds.

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

This is not applicable.

**Is this expenditure budgeted?**

This is not applicable.

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

This is not applicable.

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

This is not applicable.

**RECOMMENDATION:**

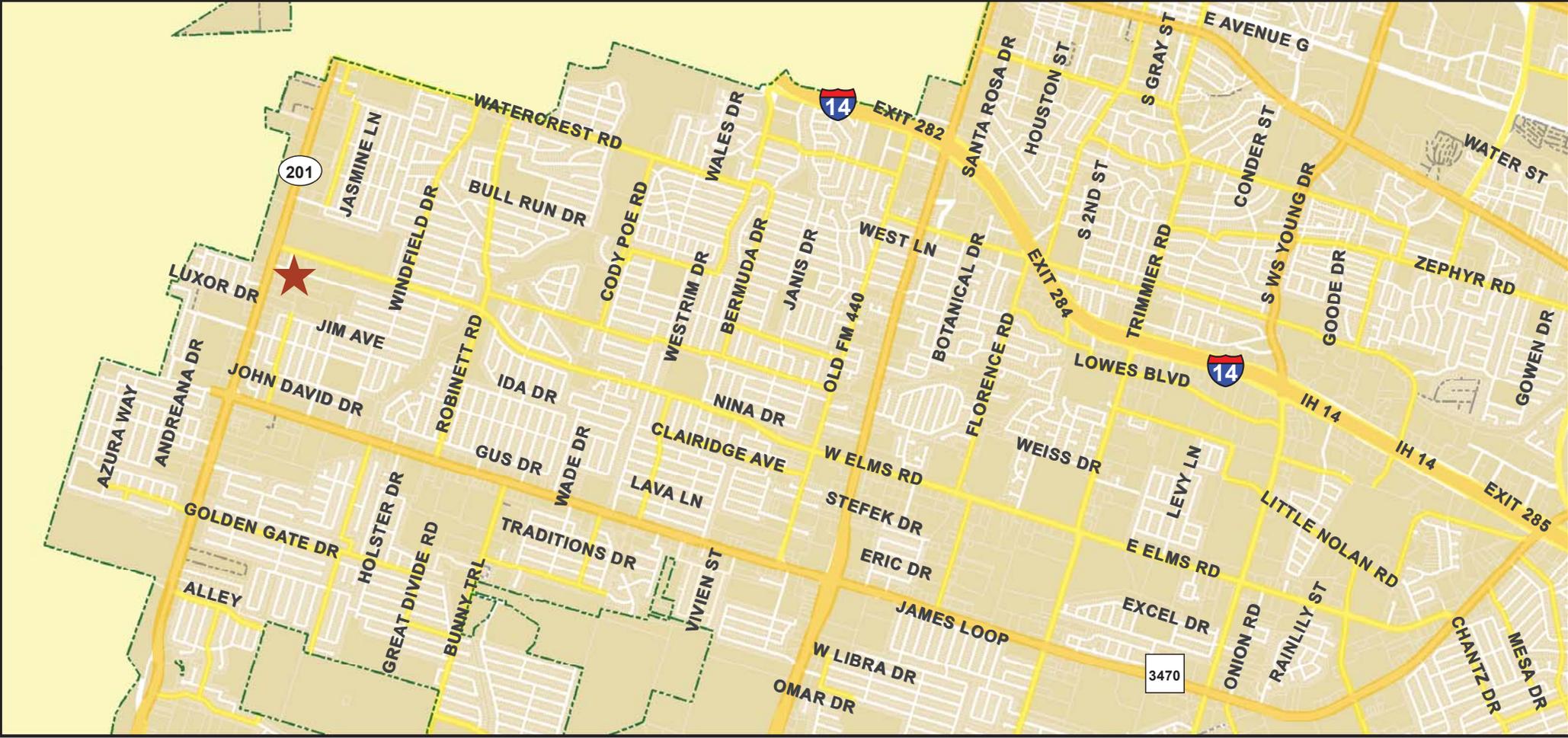
At their regular meeting on May 2, 2022, the Planning and Zoning Commission recommended approval of the applicant's request by a vote of 4 to 0.

**DEPARTMENTAL CLEARANCES:**

This item has been reviewed by the Planning and Legal staff.

**ATTACHED SUPPORTING DOCUMENTS:**

Maps  
Minutes  
Ordinance



**LOCATION MAP**

**Case: FLUM AMENDMENT 2022-17**

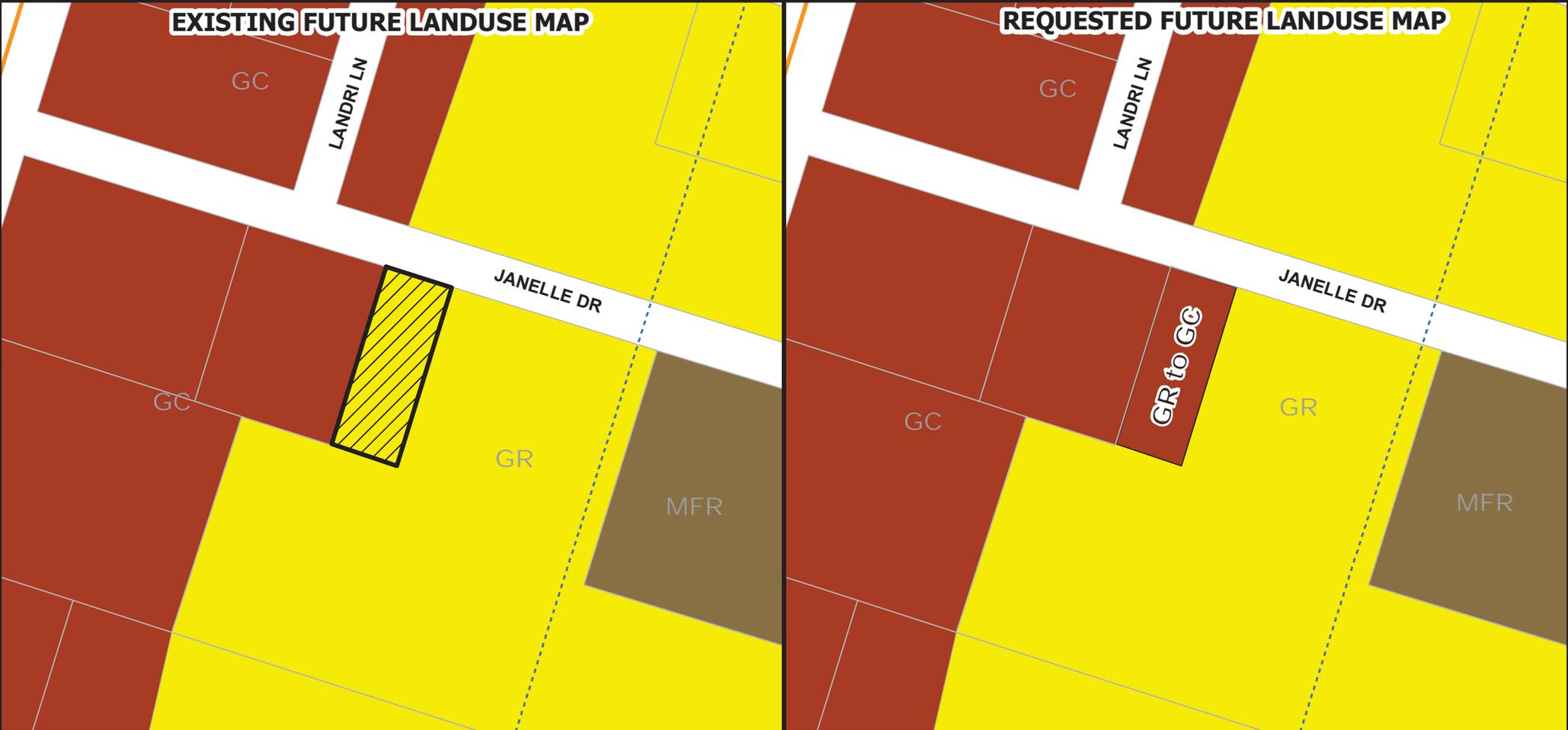
Council District: 4  
 FROM GR TO GC  
 Subject Property Legal Description: PART OF A0686BC T ROBINETT, 53-1, (PT 19.488AC TRACT), ACRES 15.908



1 inch = 4,167 feet  
 Date: 4/4/2022

**EXISTING FUTURE LANDUSE MAP**

**REQUESTED FUTURE LANDUSE MAP**



**FUTURE LAND USE MAP**  
**Case: FLUM AMENDMENT 2022-17**

Council District: 4  
FROM GR TO GC  
Subject Property Legal Description: PART OF A0686BC T ROBINETT, 53-1, (PT 19.488AC TRACT), ACRES 15.908

**Future Land Use Legend**

-  FLUM Case Location
-  Multi-Family Residential (MFR)
-  General Residential (GR)
-  General Commercial (GC)



1 inch = 208 feet  
Date: 4/4/2022

**MINUTES**  
**PLANNING AND ZONING COMMISSION MEETING**  
**May 02, 2022**

**CASE #FLUM22-17**  
**'GR' to 'GC'**

**HOLD** a public hearing and consider a request submitted by Mitchell and Associates, Inc. on behalf of CPB Investments, Inc. (Case #FLUM 22-17) to amend the Comprehensive Plan's Future Land Use Map (FLUM) from a 'General Residential' (GR) designation to a 'General Commercial' (GC) designation for approximately 0.50 acre out of the Thomas Robinett Survey, Abstract No. 686. The property is generally located on the south side of Janelle Drive, approximately 500 feet east of the intersection with Clear Creek Road, Killeen, Texas.

Ms. Larsen briefed the Commission regarding the applicant's request. She stated that staff recommends approval of the request, as it is consistent with the character of the area.

The applicant's agent, Mr. Ace Reneau of Mitchell & Associates, Inc., was present to represent this case.

Chairman Latham opened the public hearing.

With no one wishing to speak, the public hearing was closed.

Commissioner Gukeisen made a motion to recommend approval of the request as presented. Commissioner Jones seconded, and the motion passed by a vote of 4 to 0.

**ORDINANCE \_\_\_\_\_**

**AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN'S FUTURE LAND USE MAP TO CHANGE APPROXIMATELY 0.50 ACRE OUT OF THE THOMAS ROBINETT SURVEY, ABSTRACT NO. 686, FROM A 'GENERAL RESIDENTIAL' (GR) DESIGNATION TO A 'GENERAL COMMERCIAL' (GC) DESIGNATION; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR THE REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.**

**WHEREAS**, the City of Killeen finds that Chapter 213.003 of the Local Government Code enables municipalities to adopt and amend comprehensive plans in the interest of coordinating long-range development of the municipality.

**WHEREAS**, the Planning and Zoning Commission has received a request from Mitchell & Associates, LLC, on behalf of CPB Investments, Inc, for a revision to the Future Land Use Map (FLUM) of the Comprehensive Plan to change the 'General Residential' (GR) designation to a 'General Commercial' (GC) designation, said property being legally described as being approximately 0.50 acre out of the Thomas Robinett Survey, Abstract No. 686; said revision having been duly presented and recommended for approval by the Planning and Zoning Commission of the City of Killeen on the 2<sup>nd</sup> day of May 2022, and due notice of the filing of said request and the date of hearing thereon was given as required by law, and hearing on said request was set for 5:00 P.M., on the 14<sup>th</sup> day of June, 2022, at the City Hall, City of Killeen;

**WHEREAS**, the City Council at said hearing duly considered said request, the action of the Planning and Zoning Commission and the evidence in support thereof, and the City Council being of the opinion that the amendment should be approved;

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

**SECTION I:** That the future land use designation of approximately 0.50 acre out of the Thomas Robinett Survey, Abstract No. 686, be amended from a ‘General Residential’ (GR) designation to a ‘Suburban Commercial’ (SC) designation, for the property generally located on the south side of Janelle Drive, approximately 500 feet east of the intersection with Clear Creek Road, Killeen, Texas.

**SECTION II.** That should any section or part of this ordinance be declared unconstitutional or invalid for any reason, it shall not invalidate or impair the validity, force, or effect of any other section or parts of this ordinance.

**SECTION III.** That all ordinances and resolutions, or parts thereof, in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

**SECTION IV.** That this ordinance shall take effect immediately upon passage of the ordinance.

**PASSED AND APPROVED** at a regular meeting of the City Council of the City of Killeen, Texas, this 14<sup>th</sup> day of June 2022, at which meeting a quorum was present, held in accordance with the provisions of V.T.C.A., Government Code, §551.001 et seq.

**APPROVED:**

\_\_\_\_\_  
**Debbie Nash-King, MAYOR**

**ATTEST:**

\_\_\_\_\_  
**Lucy C. Aldrich, CITY SECRETARY**

**APPROVED AS TO FORM**

\_\_\_\_\_  
**Traci S. Briggs, City Attorney**  
Case #: FLUM 22-17  
Ord#: 21-\_\_\_\_



## CASE #FLUM22-17: 'GR' TO 'GC'

PH-22-042

June 7, 2022

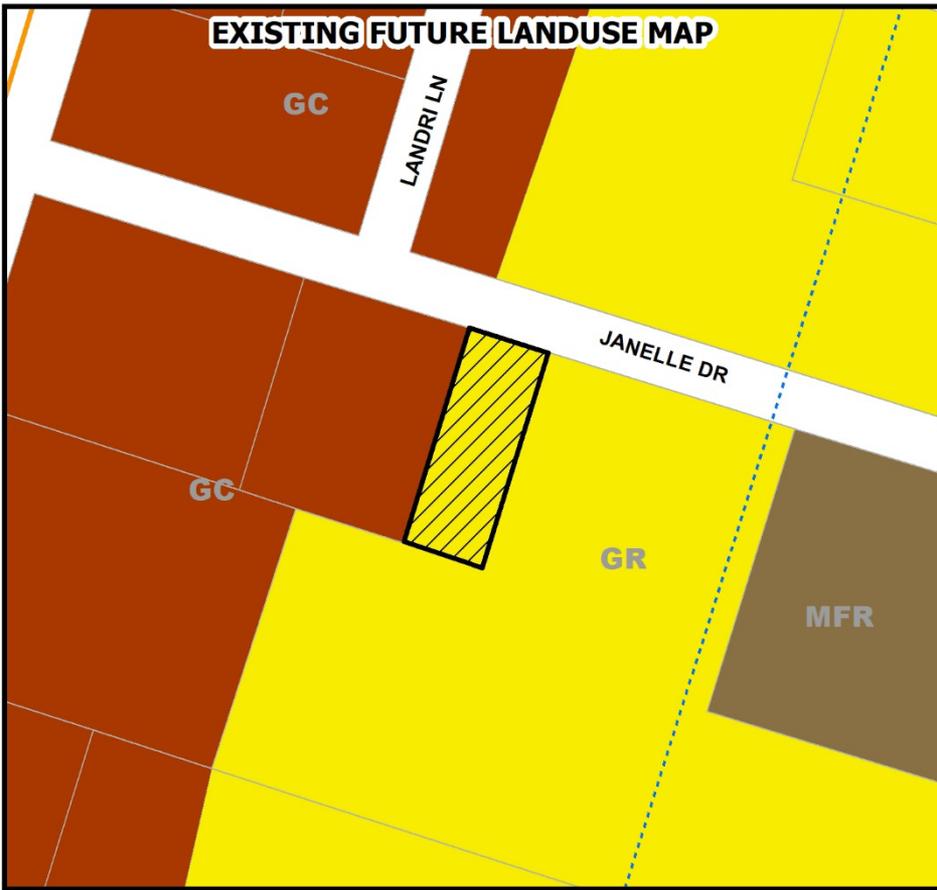
431

# Case #FLUM 22-17 – ‘GR’ to ‘GC’

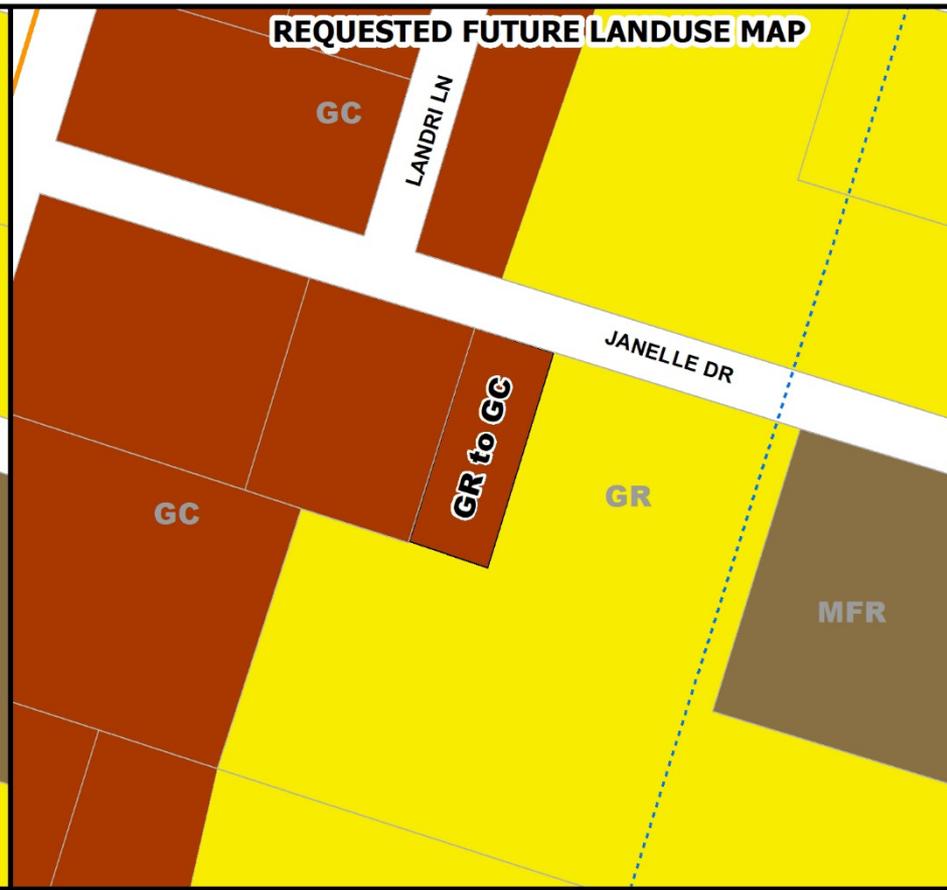
- ❑ **HOLD** a public hearing and an ordinance requested by Mitchell and Associates, Inc. on behalf of CPB Investments, Inc. (**Case #FLUM 22-17**) to amend the Comprehensive Plan’s Future Land Use Map (FLUM) from a ‘General Residential’ (GR) designation to a ‘General Commercial’ (GC) designation for approximately 0.50 acre out of the Thomas Robinett Survey, Abstract No. 686.
- ❑ The property is generally located on the south side of Janelle Drive, approximately 500 feet east of the intersection with Clear Creek Road, Killeen, Texas.



**EXISTING FUTURE LANDUSE MAP**



**REQUESTED FUTURE LANDUSE MAP**



**FUTURE LAND USE MAP**

**Case: FLUM AMENDMENT 2022-17**

Council District: 4

FROM GR TO GC

Subject Property Legal Description: PART OF A0686BC T ROBINETT, 53-1, (PT 19.488AC TRACT), ACRES 15.908

**Future Land Use Legend**

-  FLUM Case Location
-  Multi-Family Residential (MFR)
-  General Residential (GR)
-  General Commercial (GC)



1 inch = **434**

Date: 4/4/2022

# Case #FLUM 22-17 – ‘GR’ to ‘GC’

5

- If approved, the applicant intends to develop a commercial land use on the property.
- The applicant has submitted a concurrent request to rezone the property from “A-R1” (Agricultural Single-Family Residential District) to “B-3” (Local Business District).

# Case #FLUM 22-17 – ‘GR’ to ‘GC’

6

- This property is designated as ‘General Residential’ (GR) on the Future Land Use Map (FLUM) of the Comprehensive Plan.
- The ‘General Residential’ (GR) designation encourages the following development types:
  - ▣ Detached residential dwellings as a primary focus;
  - ▣ Attached housing types subject to compatibility and open space standards (e.g., duplexes, townhomes, patio homes);
  - ▣ Planned developments, potentially with a mix of housing types and varying densities, subject to compatibility and open space standards;
  - ▣ Public/ institutional; and
  - ▣ Parks and public spaces.

# Case #FLUM 22-17 – ‘GR’ to ‘GC’

7

- If approved, the ‘General Commercial’ (GC) designation encourages the following development types:
  - ▣ Wide range of commercial retail and service uses, at varying scales and intensities;
  - ▣ Office (both large and/or multi-story buildings and small-scale office uses);
  - ▣ Public/institutional; and
  - ▣ Parks and public spaces.

# Case #FLUM 22-17 – ‘GR’ to ‘GC’

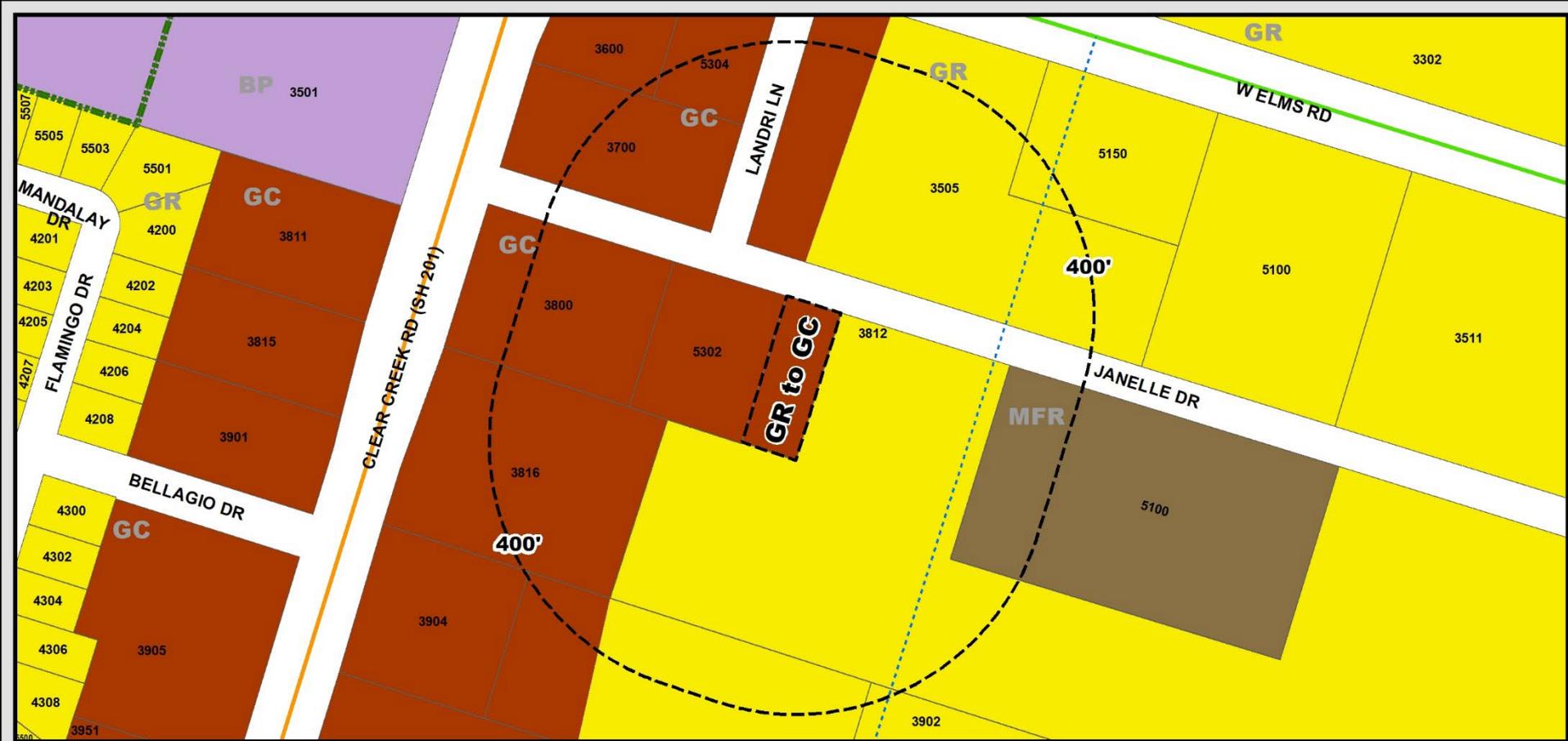
8

- The property is not within any FEMA regulatory Special Flood Hazard Area (SFHA). There are no other known wetland areas on or adjacent to the properties as identified on the National Wetlands Inventory.

# Public Notification

9

- Staff mailed courtesy notices to thirteen (13) surrounding property owners regarding this request.
- Of those notified, six (6) property owners reside outside of Killeen.



**NOTIFICATION MAP**

**Case: FLUM AMENDMENT 2022-17**

Council District: 4

FROM GR TO GC

Subject Property Legal Description: PART OF A0686BC T ROBINETT, 53-1, (PT 19.488AC TRACT), ACRES 15.908

- | Legend   |                           |  |                                |  |                          |
|--|---------------------------|--|--------------------------------|--|--------------------------|
|   | Killeen City Limits       |   | Minor Arterial, Existing       |   | General Residential (GR) |
|   | Bell County Area          |   | Principal Arterial, Existing   |   | General Commercial (GC)  |
|  | Marginal Access, Proposed |  | Multi-Family Residential (MFR) |  | Business Park (BP)       |



**440**

Date: 4/4/2022

# Alternatives

- ❑ The City Council has three (3) alternatives. The Council may:
  - ❑ Disapprove the applicant's FLUM amendment request;
  - ❑ Approve a more restrictive FLUM designation than requested; or
  - ❑ Approve the applicant's FLUM amendment request as presented.

# Staff Recommendation

- Staff is of the determination that the request is compatible with the surrounding land uses and consistent with the prevailing community character. The character of the area includes existing commercial property and undeveloped properties.
- Staff recommends approval of the applicant's request to amend the FLUM as presented.

# Commission Recommendation

13

- At their regular meeting on *May 2, 2022*, the Planning and Zoning Commission recommended approval of the applicant's request by a vote of 4 to 0.



# City of Killeen

## Staff Report

File Number: PH-22-043

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1	City Council Workshop	06/07/2022	Reviewed and Referred	City Council	06/14/2022
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**DATE:** June 07, 2022.

**TO:** Kent Cagle, City Manager.

**FROM:** Edwin Revell, Executive Director of Development Services.

**SUBJECT:** ZONING CASE #Z22-23: "A-R1" (Agricultural Single-Family Residential District) to "B-3" (Local Business District) .

### **BACKGROUND AND FINDINGS:**

#### **Property Information:**

**Property Owner:** CPB Investments, Inc

**Agent:** Mitchell & Associates, Inc

**Current Zoning:** "A-R1" (Agricultural Single-Family Residential District)

**Requested Zoning:** "B-3" (Local Business District)

**Current FLUM Designation:** 'General Residential' (GR)

**Requested FLUM Designation:** 'General Commercial' (GC)

#### **Summary of Request:**

Mitchell & Associates, Inc, on behalf of CPB Investment, Inc, has submitted a request to rezone being approximately 0.500 acres out of the Thomas Robinett Survey, Abstract No. 686, from "A-R1" (Agricultural Single-Family Residential District) to "B-3" (Local Business District). If approved, the applicant intends to develop a commercial land use on the property.

#### **Zoning/Plat Case History:**

The subject property was annexed into the city limits on October 19, 1999 via Ordinance No. 99-84. The subject property was subsequently zoned as "A-R1" (Agricultural Single-Family Residential District) on July 11, 2000 via Ordinance No. 00-54. The applicant submitted a plat application (Elm Creek Addition Phase 5) which has validated on March 28, 2022 but has not been recorded.

#### **Character of the Area:**

**North:** Undeveloped property zoned "A-R1" (Agricultural Single-Family Residential District)

**East:** Undeveloped property zoned "A-R1" (Agricultural Single-Family Residential District) & "B-3" (Local Business District)  
**South:** Undeveloped property zoned "A-R1" (Agricultural Single-Family Residential District)  
**West:** Medical clinic (Integrity Home Health) zoned "B-3" (Local Business District)

**Future Land Use Map Analysis:**

This property is designated as 'General Residential' (GR) on the Future Land Use Map (FLUM) of the Comprehensive Plan.

The 'General Residential' (GR) designation encourages the following development types:

- Detached residential dwellings as a primary focus;
- Attached housing types subject to compatibility and open space standards (e.g., duplexes, townhomes, patio homes);
- Planned developments, potentially with a mix of housing types and varying densities, subject to compatibility and open space standards;
- Public/ institutional; and
- Parks and public spaces.

If approved, the 'General Commercial' (GC) designation encourages the following development types:

- Wide range of commercial retail and service uses, at varying scales and intensities;
- Office (both large and/or multi-story buildings and small-scale office uses);
- Public/institutional; and
- Parks and public spaces.

The request to rezone the property from "A-R1" (Agricultural Single-Family Residential District) to "B-3" (Local Business District) is not consistent with the Future Land Use Map (FLUM) of the Comprehensive Plan. However, the applicant has submitted a concurrent FLUM amendment request from 'General Residential' (GR) to 'General Commercial' (GC).

**Water, Sewer and Drainage Services:**

Provider: City of Killeen

Within Service Area: Yes

Feasibility Study or Service Commitment: Water, sanitary sewer, and drainage utility service is located within the City of Killeen municipal utility service area and available to the subject tract.

**Transportation and Thoroughfare Plan:**

The existing ingress and egress to the property is from Janelle Dr which is classified as a 60' wide local street on the City of Killeen adopted Thoroughfare Plan.

**Environmental Assessment:**

The property is not within any FEMA regulatory Special Flood Hazard Area (SFHA). There are no other known wetland areas on or adjacent to the properties as identified on the National Wetlands Inventory.

**Public Notification:**

Staff notified thirteen (13) surrounding property owners regarding this request. Of those property owners notified, seven (7) resides outside of the 200-foot notification boundary required by the State, but within the 400-foot notification boundary required by Council; and six (6) reside outside the city limits of Killeen. As of the date of this staff report, one (1) written response has been received in support of this request.

**Staff Findings:**

The 'General Residential' (GR) land use category is characterized by auto-oriented development (especially where driveways and front-loading garages dominate the front yard and building facades of homes), which can be offset by "anti-monotony" architectural standards, landscaping, and limitations on "cookie cutter" subdivision layouts characterized by straight streets and uniform lot sizes and arrangement. Neighborhood-scale commercial uses are expected to emerge over time and should be encouraged on sites and in locations within (or near the edge of) GR areas that are best suited to accommodate such uses while ensuring compatibility with nearby residential uses.

The 'General Commercial' (GC) character is typically auto-oriented, which can be offset by enhanced building design, landscaping, reduced site coverage, well-designed signage, etc.

The current zoning of the subject property is "A-R1" (Agricultural Single-Family Residential District). The surrounding area includes existing commercial property and undeveloped properties.

**THE ALTERNATIVES CONSIDERED:**

The Planning and Zoning Commission has three (3) alternatives. The Commission may:

- Recommend disapproval of the applicant's request;
- Recommend approval of a more restrictive zoning district than requested by the applicant; or
- Recommend approval of the request as presented.

**Which alternative is recommended? Why?**

Staff recommends approval of the applicant's request to rezone the property from "A-R1" (Agricultural Single-Family Residential District) to "B-3" (Local Business District) as presented.

Staff is of the determination that the request is compatible with the surrounding land uses and consistent with the prevailing community character. The character of the area includes existing commercial property and undeveloped properties.

**CONFORMITY TO CITY POLICY:**

This zoning request conforms to the City's policy and procedures as detailed in Chapter 31 of the Killeen Code of Ordinances.

**FINANCIAL IMPACT:**

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

This zoning request does not involve the expenditure of city funds.

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

This is not applicable.

**Is this expenditure budgeted?**

This is not applicable.

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

This is not applicable.

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

This is not applicable.

**RECOMMENDATION:**

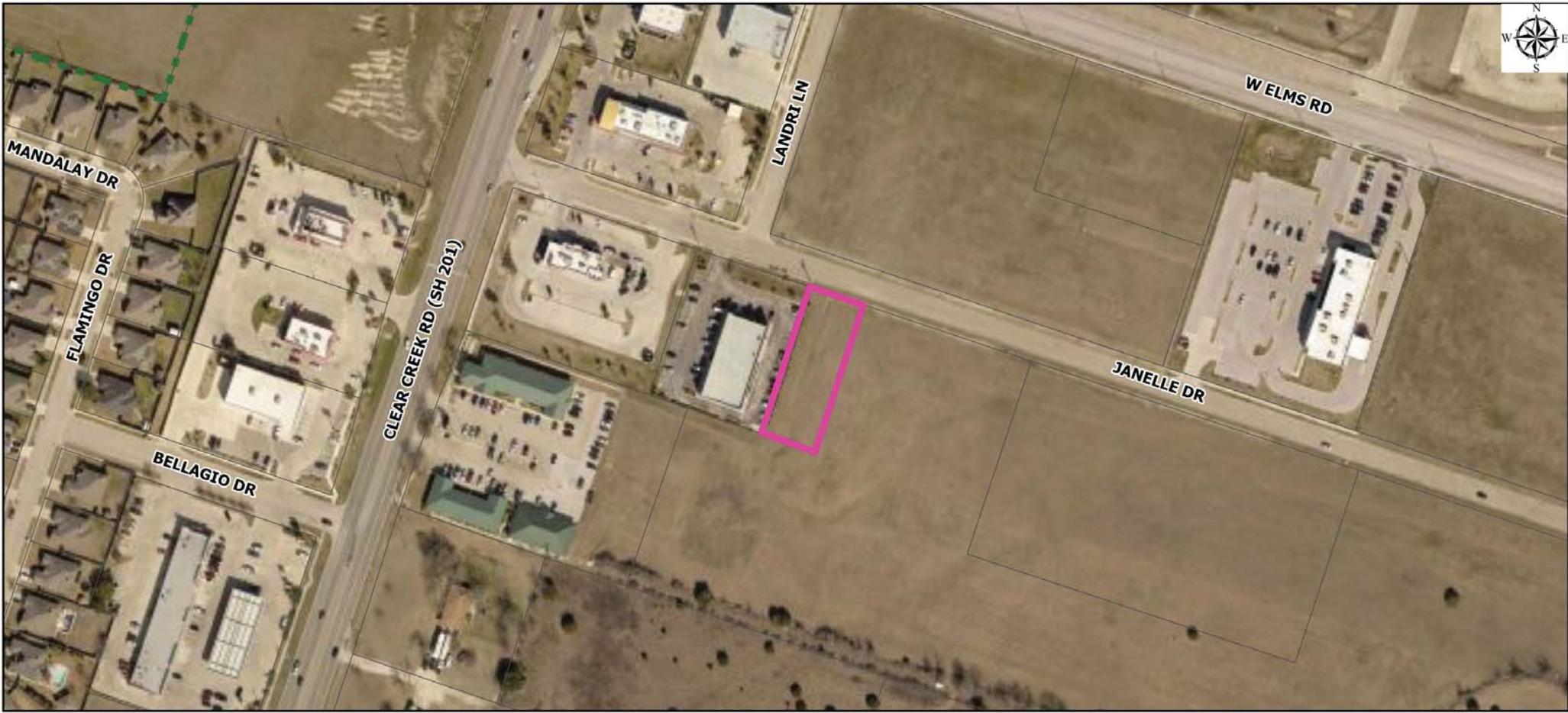
At their regular meeting on May 2, 2022, the Planning and Zoning Commission recommended approval of the applicant's request by a vote of 3 to 1 with Commissioner Jones in opposition. Commissioner Jones stated that approval of the request did not sound right to him.

**DEPARTMENTAL CLEARANCES:**

This item has been reviewed by the Planning and Legal staff.

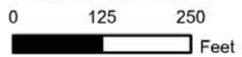
**ATTACHED SUPPORTING DOCUMENTS:**

- Maps
- Minutes
- Site photos
- Ordinance
- Considerations
- Responses



**AERIAL MAP**

Council District: 4



Subject Property Legal Description: PART OF A0686BC T ROBINETT, 53-1, (PT 19.488AC TRACT), ACRES 15.908

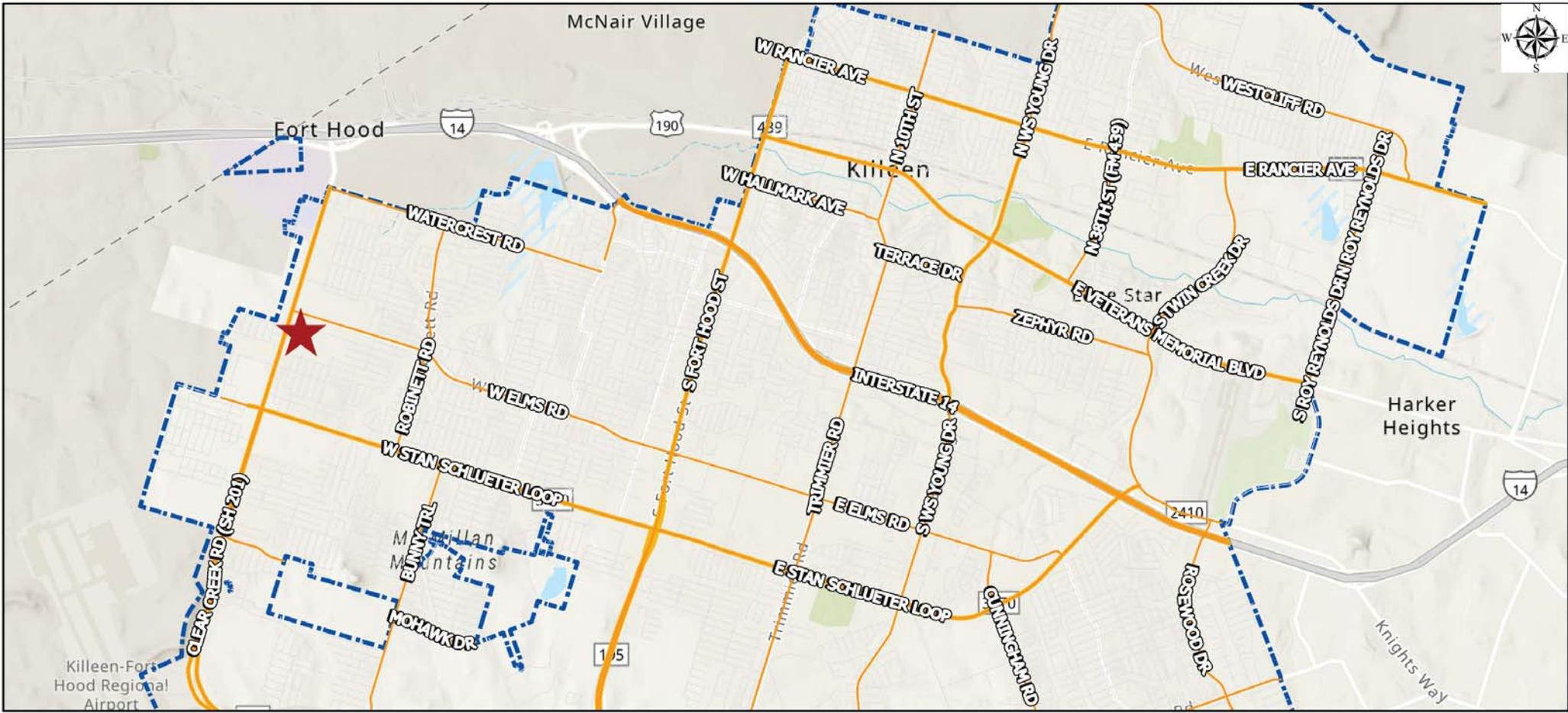
# Zoning Case 2022-23

## A-R1 TO B-3

**Legend**

Citylimits

Zoning Case



**LOCATION MAP**

Council District: 4



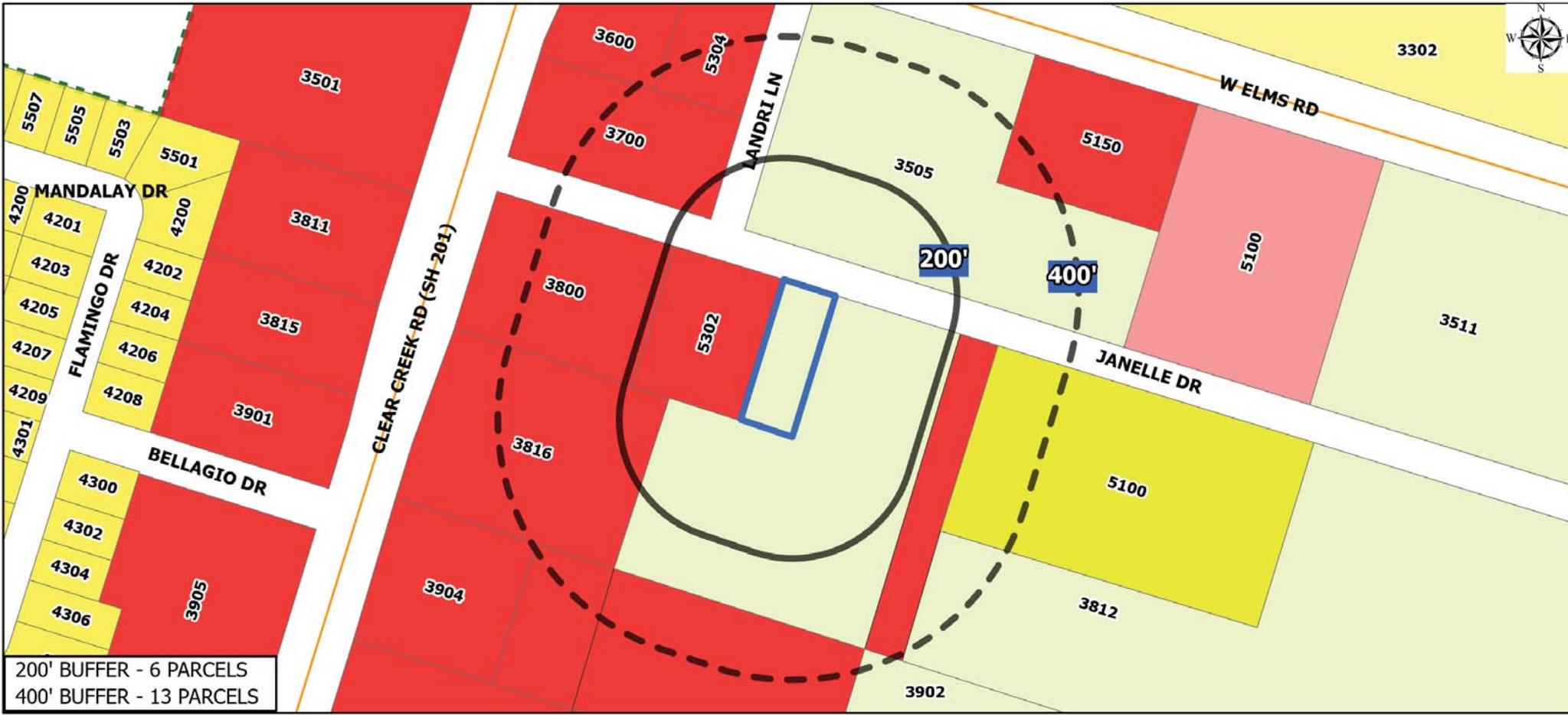
Subject Property Legal Description: PART OF A0686BC T ROBINETT, 53-1, (PT 19.488AC TRACT), ACRES 15.908

# Zoning Case 2022-23

A-R1 TO B-3

**Legend**

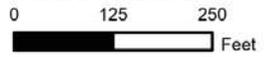
-  Major Roads
-  Citylimits
-  Zoning Case Location



200' BUFFER - 6 PARCELS  
 400' BUFFER - 13 PARCELS

**NOTIFICATION MAP**

Council District: 4



Subject Property Legal Description: PART OF A0686BC T ROBINETT, 53-1, (PT 19.488AC TRACT), ACRES 15.908

**Zoning Case 2022-23**  
 A-R1 TO B-3

Legend		CurrentZoning	
	A-R1		B-3
	B-2		R-1
			R-3A

# SITE PHOTOS

Case #Z22-23: "A-R1" to "B-3"



View of the subject property looking south (from Janelle Drive):



View of the surrounding property to the west (Integrity Home Health):



# SITE PHOTOS

Case #Z22-23: "A-R1" to "B-3"



View of the adjacent property to the east:



View of the surrounding property to the north (across Janelle Drive):



**MINUTES**  
**PLANNING AND ZONING COMMISSION MEETING**  
**May 02, 2022**

**CASE #Z22-23**  
**“A-R1” to “B-3”**

**HOLD** a public hearing and consider a request submitted by Mitchell and Associates, Inc., on behalf of CPB Investments, Inc. (Case #Z22-23), to rezone being approximately 0.500 acres out of the Thomas Robinett Survey, Abstract No. 686, from “A-R1” (Agricultural Single-Family Residential District) to “B-3” (Local Business District). The property is generally located on the south side of Janelle Drive, approximately 500 feet east of the intersection with Clear Creek Road, Killeen, Texas.

Ms. Larsen briefed the Commission regarding the applicant’s request. She stated that staff recommends approval of the request, as it is consistent with the character of the area.

The applicant’s agent, Mr. Ace Reneau of Mitchell & Associates, Inc., was present to represent this case

Chairman Latham opened the public hearing.

With no one wishing to speak, the public hearing was closed.

Commissioner Gukeisen made a motion to recommend approval of the request as presented. Commissioner Minor seconded, and the motion passed by a vote of 3 to 1 with Commissioner Jones in opposition. Commissioner Jones stated that approval of the request did not sound right to him.

**ORDINANCE \_\_\_\_\_**

**AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF KILLEEN BY CHANGING THE ZONING OF APPROXIMATELY 0.50 ACRE OUT OF THE THOMAS ROBINETT SURVEY, ABSTRACT NO. 686, FROM “A-R1” (AGRICULTURAL SINGLE-FAMILY RESIDENTIAL DISTRICT) TO “B-3” (LOCAL BUSINESS DISTRICT); PROVIDING A SAVINGS CLAUSE; PROVIDING FOR THE REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Mitchell & Associates, Inc, on behalf of CPB Investments, Inc, has presented to the City of Killeen, a request for amendment of the zoning ordinance of the City of Killeen by changing the classification of approximately 0.500 acres out of the Thomas Robinett Survey, Abstract No. 686, from “A-R1” (Agricultural Single-Family Residential District) to “B-3” (Local Business District), said request having been duly recommended for approval of “B-3” (Local Business District) by the Planning and Zoning Commission of the City of Killeen on the 2<sup>nd</sup> day of May 2022, and due notice of the filing of said request and the date of hearing thereon was given as required by law, and hearing on said request was set for 5:00 P.M., on the 14<sup>th</sup> day of June 2022, at the City Hall, City of Killeen;

**WHEREAS**, the City Council at said hearing duly considered said request, the action of the Planning and Zoning Commission and the evidence in support thereof, and the City Council being of the majority opinion that the applicant’s zoning request should be approved as recommended by the Planning and Zoning Commission;

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

**SECTION I.** That the zoning classification of approximately 0.500 acres out of the Thomas Robinett Survey, Abstract No. 686, be changed from “A-R1” (Agricultural Single-Family Residential District) to “B-3” (Local Business District), said request having been duly recommended for approval of “B-3” (Local Business District), for the property generally

located on the south side of Janelle Drive, approximately 500 feet east of the intersection with Clear Creek Road, Killeen, Texas.

**SECTION II.** That should any section or part of this ordinance be declared unconstitutional or invalid for any reason, it shall not invalidate or impair the validity, force, or effect of any other section or parts of this ordinance.

**SECTION III.** That all ordinances and resolutions, or parts thereof, in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

**SECTION IV.** That this ordinance shall take effect immediately upon passage of the ordinance.

**PASSED AND APPROVED** at a regular meeting of the City Council of the City of Killeen, Texas, this 14<sup>th</sup> day of June 2022, at which meeting a quorum was present, held in accordance with the provisions of V.T.C.A., Government Code, §551.001 et seq.

**APPROVED:**

\_\_\_\_\_  
**Debbie Nash-King, MAYOR**

**ATTEST:**

\_\_\_\_\_  
**Lucy C. Aldrich, CITY SECRETARY**

**APPROVED AS TO FORM**

\_\_\_\_\_  
**Traci S. Briggs, City Attorney**  
Case #22-23  
Ord. #22-\_\_\_\_

# CONSIDERATIONS

Texas Supreme Court in Pharr v. Tippitt, 616 S. W 2<sup>nd</sup> 173 (Tex 1981) established general guidelines which the Planning and Zoning Commission and City Council should take into consideration when making their respective recommendation and decision on a zoning request.

## A. General Factors to Consider:

Is the request in accordance with the comprehensive plan?

Is the request designed to lessen congestion in the streets; secure safety from fire, panic or other dangers; promote health and the general welfare; provide adequate light and air; prevent the overcrowding of land; avoid undue concentration of population; or facilitate the adequate provision of transportation, water, sewers, schools, parks and other public requirements?

What if any, is the nature and degree of an adverse impact upon neighboring lands?

The suitability or unsuitability of the tract for use as presently zoned.

Whether the amendment bears a substantial relationship to the public health, safety, morals or general welfare or protects and preserves historical and cultural places and areas.

Whether there is a substantial public need or purpose for the new zoning.

Whether there have been substantially changed conditions in the neighborhood.

Is the new zoning substantially inconsistent with the zoning of neighboring lands? (Whether the new zoning is more or less restrictive.)

The size of the tract in relation to the affected neighboring lands – is the tract a small tract or isolated tract asking for preferential treatment that differs from that accorded similar surrounding land without first proving changes in conditions?

Any other factors which will substantially affect the health, safety, morals or general welfare.

## B. Conditional Use Permit (if applicable)

Whether the use is in harmonious with and adaptable to buildings, structures and use of abutting property and other property in the vicinity of the premises under construction.

## C. Conditions to Consider

1. Occupation shall be conducted only by members of family living in home.
2. No outside storage or display
3. Cannot change the outside appearance of the dwelling so that it is altered from its residential character.
4. Cannot allow the performance of the business activity to be visible from the street.
5. Cannot use any window display to advertise or call attention to the business.
6. Cannot have any signs
7. No off-street parking or on-street parking of more than two (2) vehicles at any one time for business related customer parking.
8. No retail sales.
9. Length of Permit.

YOUR NAME: <i>Phyllis Mitchell</i>	PHONE NUMBER: <i>254-289-0716</i>
CURRENT ADDRESS:	
ADDRESS OF PROPERTY OWNED:	
COMMENTS:	
<i>I am in support of the rezoning</i>	
<i>The address is to be determine but property</i>	
<i>is located west of Clear Creek Road</i>	
<i>and south of Tangle Drive Keller TX</i>	
SIGNATURE: <i>Phyllis Mitchell</i>	
REQUEST: "A-R1" to "B-3" SPO #Z22-23/ <i>05,09,10,12</i>	

P.O. BOX 1320 WIREN TEXAS 76540 1320 254 501 7621 FAX 254-501-7628



## CASE #Z22-23: “A-R1” TO “B-3”

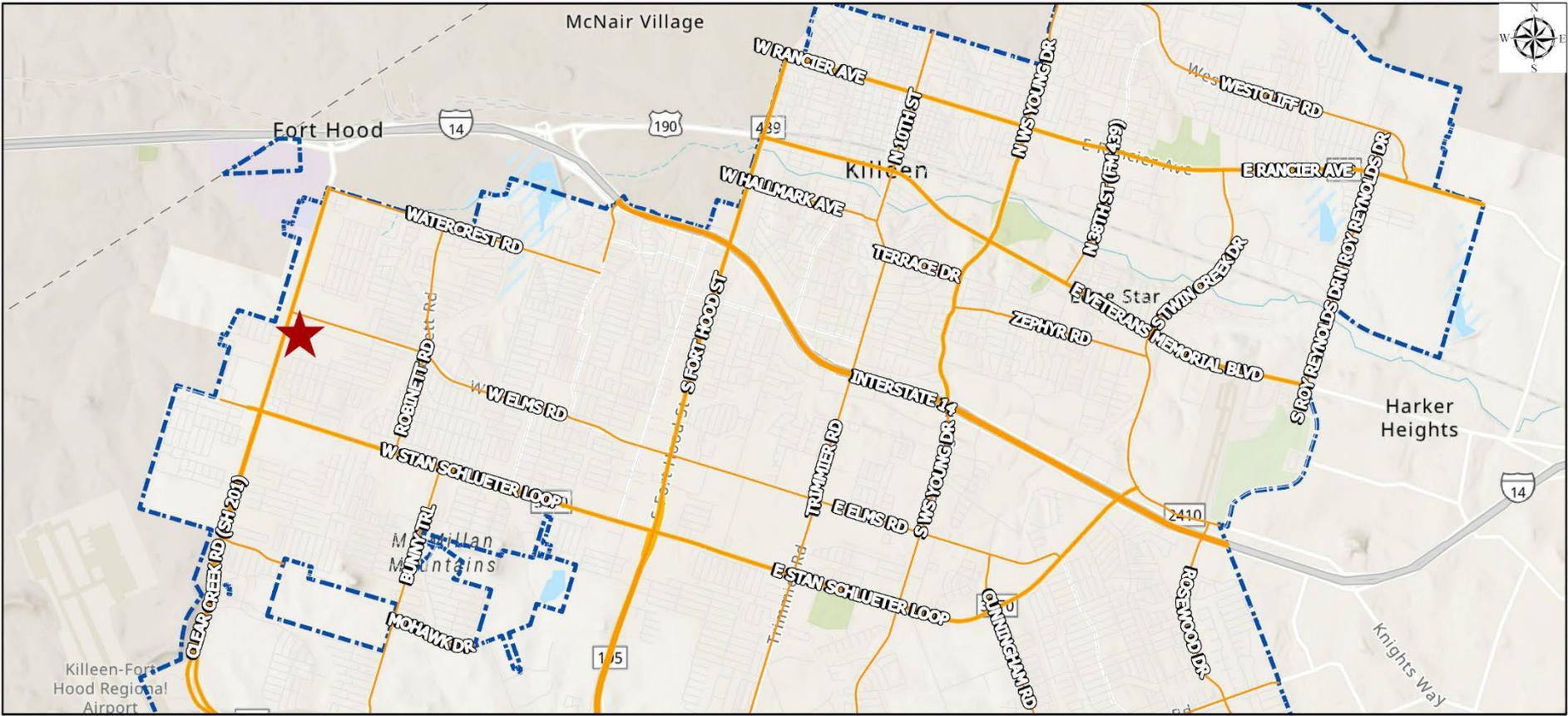
PH-22-043

June 7, 2022

458

# Case #Z22-23 – “A-R1” to “B-3”

- ❑ **HOLD** a public hearing and consider an ordinance requested by Mitchell and Associates, Inc., on behalf of CPB Investments, Inc. (**Case #Z22-23**), to rezone being approximately 0.500 acres out of the Thomas Robinett Survey, Abstract No. 686, from “A-R1” (Agricultural Single-Family Residential District) to “B-3” (Local Business District).
- ❑ The property is generally located on the south side of Janelle Drive, approximately 500 feet east of the intersection with Clear Creek Road, Killeen, Texas.



LOCATION MAP  
 Council District: 4



Subject Property Legal Description: PART OF A0686BC T ROBINETT, 53-1, (PT 19.488AC TRACT), ACRES 15.908

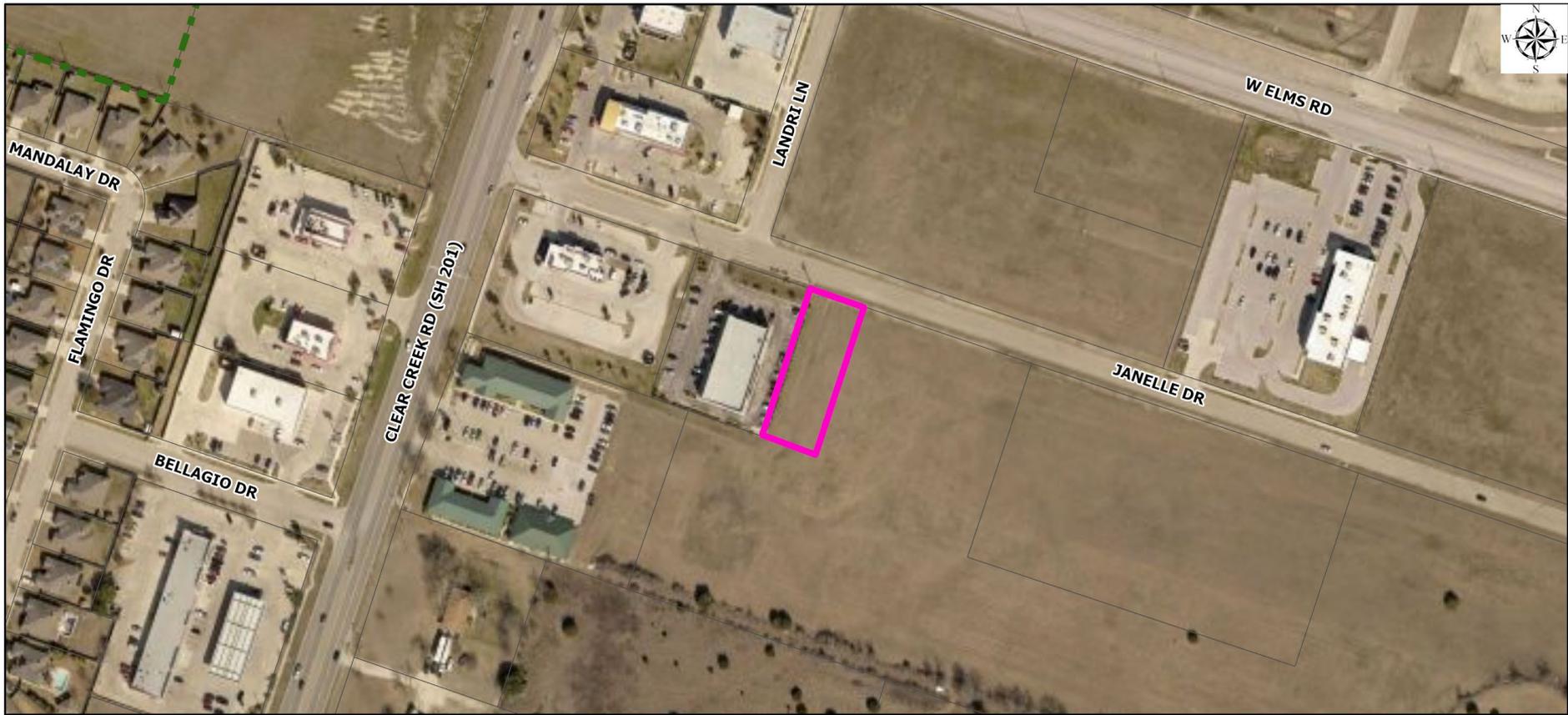
## Zoning Case 2022-23

### A-R1 TO B-3

Legend

-  Major Roads
-  Citylimits
-  Zoning Case Location

**460**



**AERIAL MAP**

Council District: 4



Subject Property Legal Description: PART OF A0686BC T ROBINETT, 53-1, (PT 19.488AC TRACT), ACRES 15.908

# Zoning Case 2022-23

## A-R1 TO B-3

**Legend**

-  Citylimits
-  Zoning Case

# Case #Z22-23 – “A-R1” to “B-3”

5

- If approved, the applicant intends to develop a commercial land use on the property.
- The request to rezone the property is not consistent with the Future Land Use Map (FLUM) of the Comprehensive Plan. However, the applicant submitted a concurrent request to amend the Future Land Use Map (FLUM) from ‘General Residential’ (GR) to ‘General Commercial’ (GC).

# Case #Z22-23 – “A-R1” to “B-3”

6

- This property is designated as ‘General Residential’ (GR) on the Future Land Use Map (FLUM) of the Comprehensive Plan.
- The ‘General Residential’ (GR) designation encourages the following development types:
  - ▣ Detached residential dwellings as a primary focus;
  - ▣ Attached housing types subject to compatibility and open space standards (e.g., duplexes, townhomes, patio homes);
  - ▣ Planned developments, potentially with a mix of housing types and varying densities, subject to compatibility and open space standards;
  - ▣ Public/ institutional; and
  - ▣ Parks and public spaces.

# Case #Z22-23 – “A-R1” to “B-3”

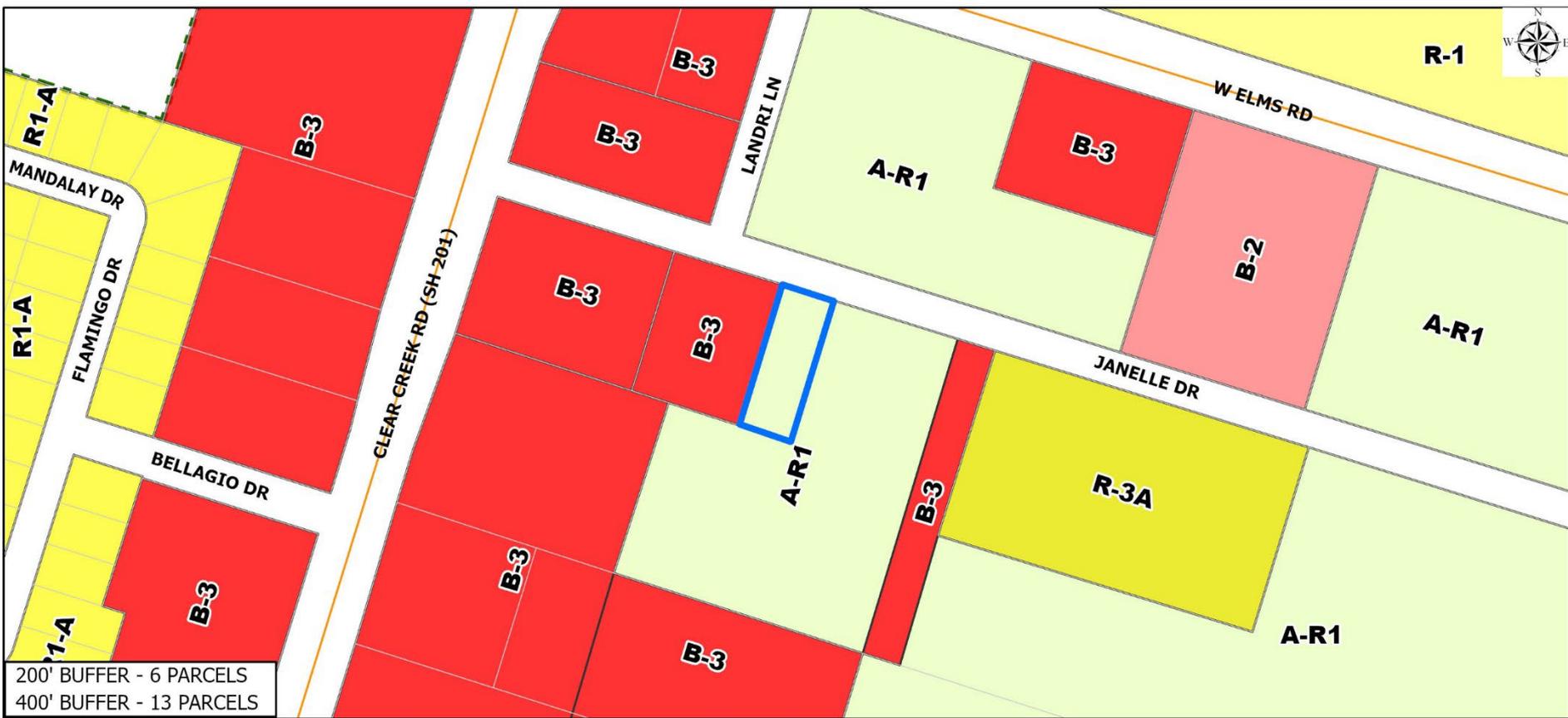
7

- If approved, the ‘General Commercial’ (GC) designation encourages the following development types:
  - ▣ Wide range of commercial retail and service uses, at varying scales and intensities;
  - ▣ Office (both large and/or multi-story buildings and small-scale office uses);
  - ▣ Public/institutional; and
  - ▣ Parks and public spaces.

# Case #Z22-23 – “A-R1” to “B-3”

8

- The property is not within any FEMA regulatory Special Flood Hazard Area (SFHA). There are no other known wetland areas on or adjacent to the properties as identified on the National Wetlands Inventory.



200' BUFFER - 6 PARCELS  
 400' BUFFER - 13 PARCELS

ZONING MAP

Council District: 4



Zoning Case 2022-23

A-R1 to B-3

Subject Property Legal Description: PART OF A0686BC T ROBINETT, 53-1, (PT 19.488AC TRACT), ACRES 15.908

# Case #Z22-23 – “A-R1” to “B-3”

10

View of the subject property looking south (from Janelle Drive):



# Case #Z22-23 – “A-R1” to “B-3”

11

View of the surrounding property to the west (Integrity Home Health):



# Case #Z22-23 – “A-R1” to “B-3”

12

View of the adjacent property to the east:



# Case #Z22-23 – “A-R1” to “B-3”

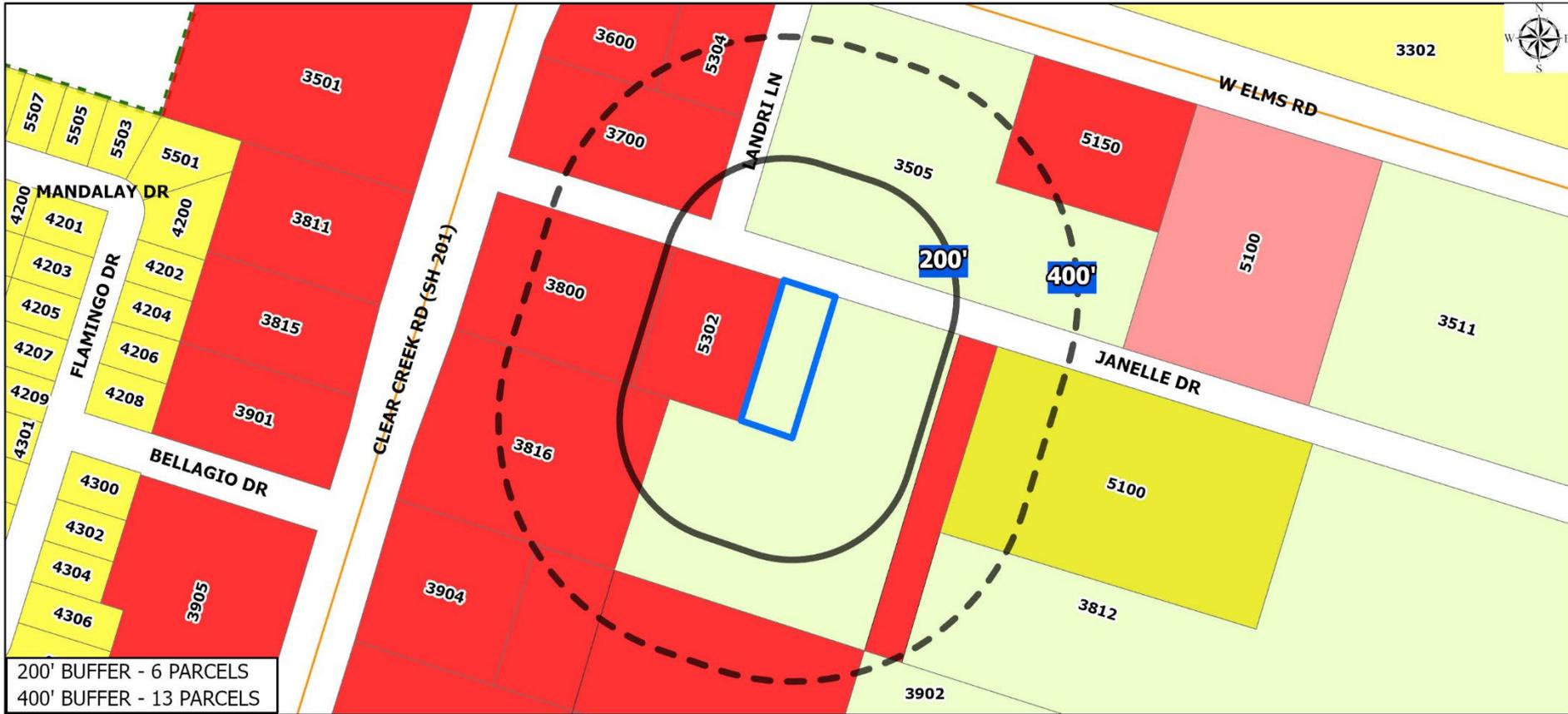
13

View of the surrounding property to the north (across Janelle Drive):



# Public Notification

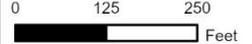
- Staff notified thirteen (13) surrounding property owners regarding this request.
- Of those notified, seven (7) reside outside of the 200-foot notification boundary required by the State, and within the 400-foot notification boundary required by Council; and six (6) property owners reside outside of Killeen.
- To date, staff has received one (1) written response in support regarding this request.



200' BUFFER - 6 PARCELS  
 400' BUFFER - 13 PARCELS

**NOTIFICATION MAP**

Council District: 4



Subject Property Legal Description: PART OF A0686BC T ROBINETT, 53-1, (PT 19.488AC TRACT), ACRES 15.908

**Zoning Case 2022-23**  
 A-R1 TO B-3

Legend	Current Zoning	<span style="color: red;">■</span> B-3	<span style="color: yellow;">■</span> R1-A
	<span style="color: lightgreen;">■</span> A-R1	<span style="color: pink;">■</span> R-1	<span style="color: yellow;">■</span> R-3A
	<span style="color: lightpink;">■</span> B-2		

# Alternatives

16

- ❑ The City Council has three (3) alternatives. The Council may:
  - ❑ Disapprove the applicant's zoning request;
  - ❑ Approve a more restrictive zoning district than requested by the applicant; or
  - ❑ Approve the applicant's zoning request as presented.

# Staff Recommendation

- Staff is of the determination that the request is compatible with the surrounding land uses and consistent with the prevailing community character. The character of the area includes existing commercial property and undeveloped properties.
- Staff recommends approval of the applicant's request to rezone the property from "A-R1" (Agricultural Single-Family Residential District) to "B-3" (Local Business District) as presented.

# Commission Recommendation

- At their regular meeting on *May 2, 2022*, the Planning and Zoning Commission recommended approval of the applicant's request by a vote of 3 to 1 with Commissioner Jones in opposition.
- Commissioner Jones stated that approval of the request did not sound right to him.



# City of Killeen

## Staff Report

File Number: PH-22-044

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1	City Council Workshop	06/07/2022	Reviewed and Referred	City Council	06/14/2022
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**DATE:** June 07, 2022

**TO:** Kent Cagle, City Manager

**FROM:** Edwin Revell, Executive Director of Development Services

**SUBJECT:** FLUM 22-19: 'General Commercial' (GC) to 'Residential-Commercial Mix' (RC-MIX)

### **BACKGROUND AND FINDINGS:**

#### **Property Information:**

**Property Owner:** PCW Investments, LLC  
**Agent:** Lawrence Passariello  
**Current FLUM Designation:** 'General Commercial' (GC)  
**Requested FLUM Designation:** 'Residential-Commercial Mix' (RC-MIX)  
**Current Zoning:** "B-5" (Business District)  
**Requested Zoning:** "R-3F" (Multifamily Residential District)

#### **Summary of Request:**

Lawrence Passariello, on behalf of PCW Investments, LLC, has submitted a request to amend the Comprehensive Plan's Future Land Use Map (FLUM) from a 'General Commercial' (GC) designation to a 'Residential-Commercial Mix' (RC-MIX) designation for approximately 0.71 acre out of the Norman's Addition Survey, Block 9, Lots 5 and 6.

Based on utility account records, residential use of the property was discontinued in 2018. Therefore, residential use of the property is considered nonconforming in accordance with Killeen Code of Ordinances Sec. 31-52(e). Amending the FLUM and subsequently rezoning the property for residential use is necessary to bring the property into conformance with Chapter 31. If approved, the applicant intends to make the single-family and two-family dwellings located on the property available for lease.

#### **Zoning/Plat Case History:**

The subject property is currently zoned "B-5" (Business District). Staff is unable to determine the exact date of zoning. The property was platted as Norman's Addition, Block 9, Lots 5 and 6 on

January 9, 1942.

**Character of the Area:**

	<b>Current Land Use</b>	<b>Zoning District*</b>	<b>FLUM Designation</b>
<b>North</b>	Single-family homes across railroad		R-3 Residential Mix (R-MIX)
<b>East</b>	Vacant property	B-5 General Commercial (GC)	
<b>South</b>	Vacant property	B-5 General Commercial (GC)	
<b>West</b>	Vacant property	B-5 General Commercial (GC)	

\* R-3 (Multifamily Residential District) & B-5 (Business District)

**Future Land Use Map Analysis:**

This property is designated as 'General Commercial' (GC) on the Future Land Use Map (FLUM) of the Comprehensive Plan.

The 'General Commercial' (GC) designation encourages the following development types:

- Wide range of commercial retail and service uses, at varying scales and intensities;
- Office (both large and/or multi-story buildings and small-scale office uses);
- Public/institutional; and
- Parks and public spaces.

If approved, the 'Residential-Commercial Mix' (RC-MIX) designation encourages the following development types:

- Mix of residential types and densities
- Variety of commercial and light industrial activities

The applicant has submitted a concurrent request to rezone the property from "B-5" (Business District) to "R-3F" (Multifamily Residential District).

**Water, Sewer and Drainage Services:**

Provider: West Bell County WSC

Within Service Area: Yes

Feasibility Study or Service Commitment: Water utility service is located within the West Bell County WSC utility service area. Applicant will need to contact the provider for availability of service to the subject tract.

**Transportation and Thoroughfare Plan:**

Ingress and egress to the property is via Arlee Street and Wilmer Street, which are classified as 60' wide Local Streets on the City of Killeen Thoroughfare Plan.

**Environmental Assessment:**

The property is not within any FEMA regulatory Special Flood Hazard Area (SFHA). There are no other known wetland areas on or adjacent to the property as identified on the National Wetlands Inventory.

**Public Notification:**

Staff mailed courtesy notices to fifty (50) surrounding property owners regarding this request. Of those property owners notified, nineteen (19) reside outside of Killeen.

**Staff Findings:**

The 'General Commercial' (GC) characteristic is typically auto-oriented, which can be offset by enhanced building design, landscaping, reduced site coverage, well-designed signage, etc.

The 'Residential-Commercial Mix' (RC-MIX) characteristic is typically areas that were allowed to develop in the past with non-residential uses (including uses with a heavy commercial and/or industrial intensity) intermixed amid a variety of residential uses, often with minimal screening and/or buffering. It has an auto-oriented character and should address compatibility and screening/buffering, where possible, as redevelopment occurs.

The current zoning of the subject property is "B-5" (Business District). The surrounding area includes existing single-family homes across the railroad track and vacant properties.

**THE ALTERNATIVES CONSIDERED:**

The Planning and Zoning Commission has four (4) alternatives. The Commission may:

- Recommend disapproval of the applicant's FLUM amendment request;
- Recommend approval of a more restrictive FLUM designation than requested;
- Recommend approval of the request as recommended by staff; or
- Recommend approval of the applicant's FLUM amendment request as submitted.

**Which alternative is recommended? Why?**

Staff recommends approval of the applicant's request to amend the FLUM designation from 'General Commercial' (GC) to 'Residential-Commercial Mix' (RC-MIX) for the portion of the property located west of the unimproved alley, only. Staff recommends that the portion east of the unimproved alley (facing Wilmer Street) remain designated 'General Commercial' (GC).

Staff is of the determination that rezoning the western portion of the property will allow the legal residential use of the existing dwellings to continue. However, staff finds that the undeveloped eastern portion of the property is better suited for non-residential development.

**CONFORMITY TO CITY POLICY:**

This FLUM amendment request conforms to the City's policy as detailed in the Comprehensive Plan.

**FINANCIAL IMPACT:**

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

The proposed FLUM amendment does not involve the expenditure of City funds. However, subsequent development and dedication of public infrastructure will involve the expenditure of maintenance funds over the life cycle of future development.

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

This is not applicable.

**Is this expenditure budgeted?**

This is not applicable.

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

This is not applicable.

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

This is not applicable.

**RECOMMENDATION:**

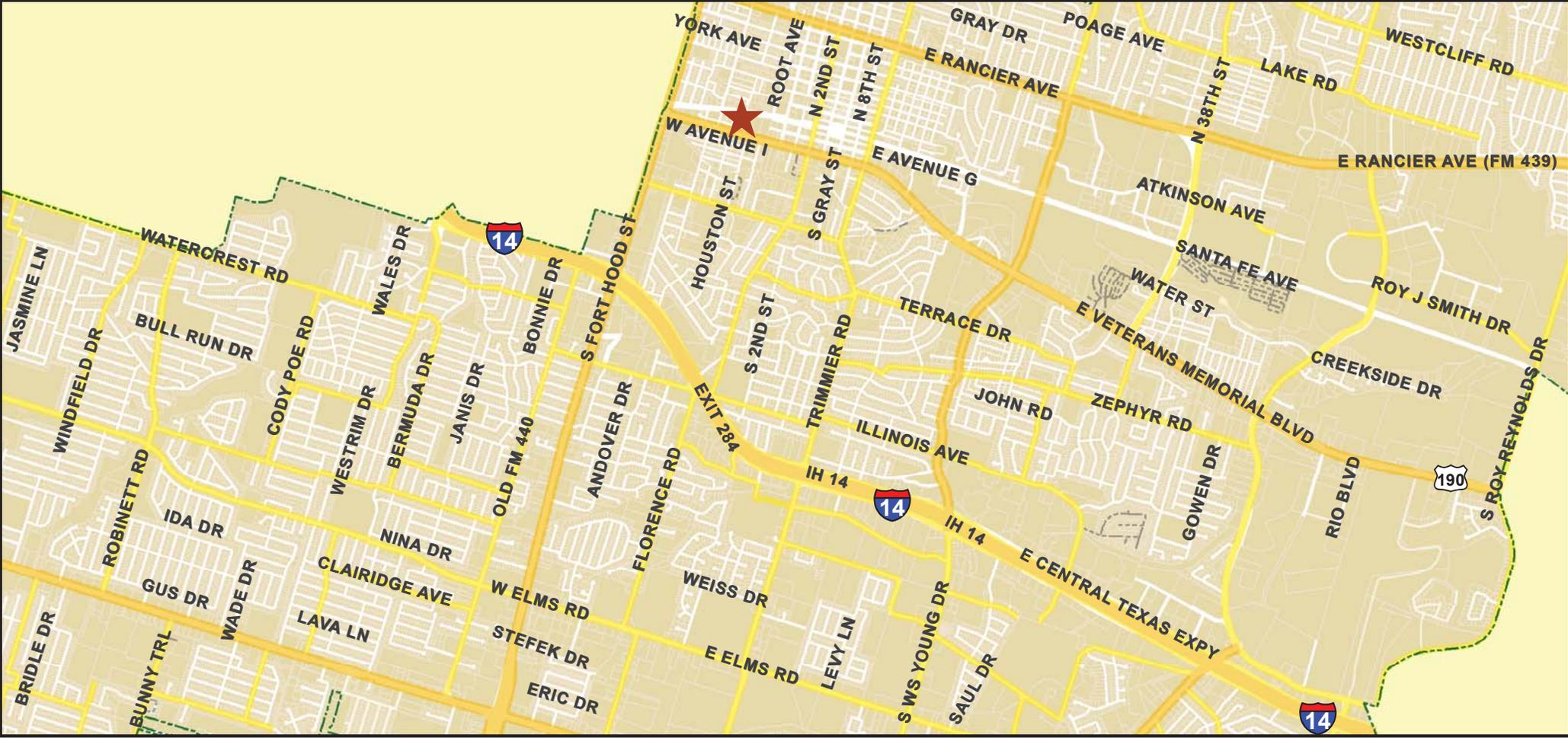
At their regular meeting on May 2, 2022, the Planning and Zoning Commission recommended approval of the applicant's request by a vote of 3 to 1 with Commissioner Gukeisen in opposition. Commissioner Gukeisen stated his support of staff's recommendation.

**DEPARTMENTAL CLEARANCES:**

This item has been reviewed by the Planning and Legal staff.

**ATTACHED SUPPORTING DOCUMENTS:**

Maps  
Minutes  
Ordinance



**LOCATION MAP**

**Case: FLUM AMENDMENT 2022-19**

Council District: 1  
 FROM GC TO RC-MIX  
 Subject Property Legal Description: NORMAN'S ADDITION, BLOCK 009, LOT PT 5, (W 1/2 OF 5) & NORMAN'S ADDITION, BLOCK 009, LOT 6, PT 5, (E 1/2 OF 5) & NORMAN'S ADDITION, BLOCK 009, LOT 6, PT 5, (E 1/2 OF 5)

 FLUM LOCATION

1 inch = 4,167 feet  
 Date: 4/27/2022



**EXISTING FUTURE LANDUSE MAP**

**REQUESTED FUTURE LANDUSE MAP**



**FUTURE LAND USE MAP**  
**Case: FLUM AMENDMENT 2022-19**  
 Council District: 1  
 FROM GC TO RC-MIX  
 Subject Property Legal Description: NORMAN'S ADDITION, BLOCK 009, LOT PT 5, (W 1/2 OF 5) & NORMAN'S ADDITION, BLOCK 009, LOT 6, PT 5, (E 1/2 OF 5) & NORMAN'S ADDITION, BLOCK 009, LOT 6, PT 5, (E 1/2 OF 5)

**Future Land Use Legend**

 FLUM Case Location	 General Residential (GR)
 Residential Mix (R-MIX)	 General Commercial (GC)

1 inch = 167 feet  
 Date: 5/3/2022



419 417

761ST TANK BATTALION AVE

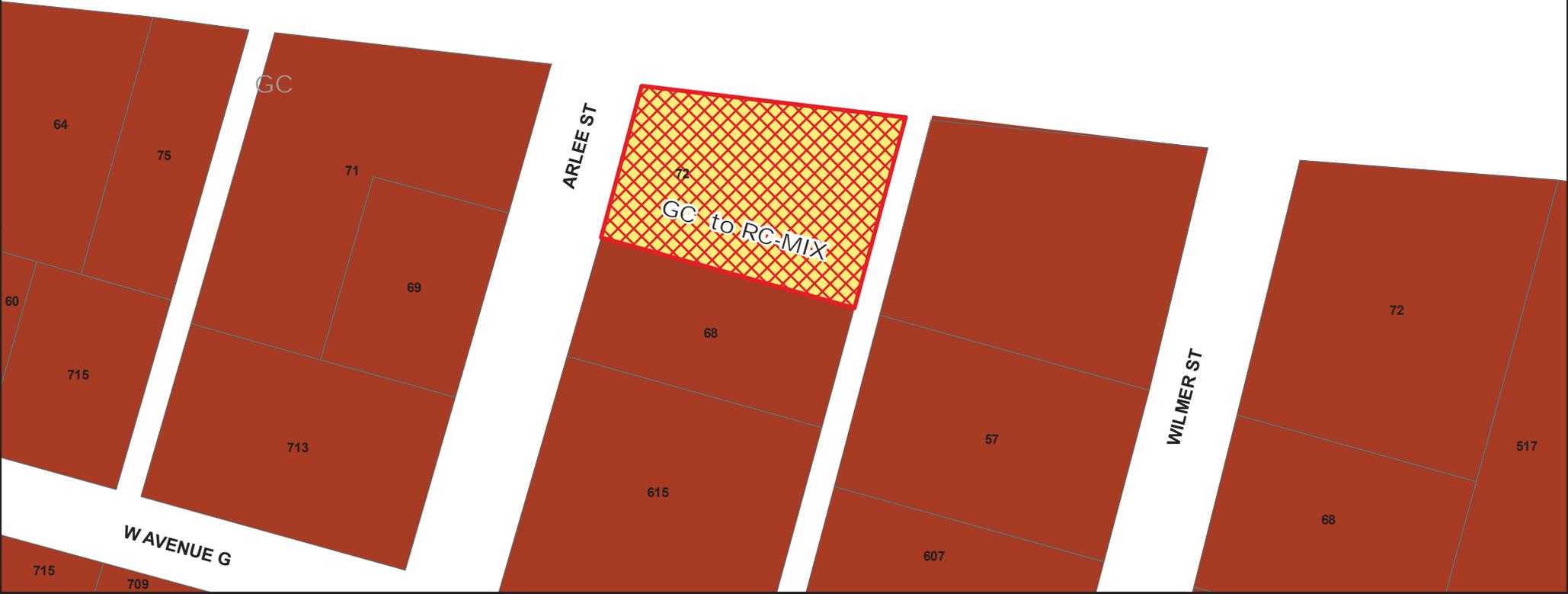
GC

ARLEE ST

GC to RC-MIX

WILMER ST

W AVENUE G



**STAFF RECOMMENDATION MAP**  
**Case: FLUM AMENDMENT 2022-19**

Council District: 1  
 FROM GC TO RC-MIX

Subject Property Legal Description: NORMAN'S ADDITION, BLOCK 009, LOT PT 5, (W 1/2 OF 5) & NORMAN'S ADDITION, BLOCK 009, LOT 6, PT 5, (E 1/2 OF 5) & NORMAN'S ADDITION, BLOCK 009, LOT 6, PT 5, (E 1/2 OF 5)

- Legend**
-  Killen City Limits
  -  Residential Mix (R-MIX)
  -  Bell County Area
  -  General Commercial (GC)

Date: 4/27/2022



**MINUTES**  
**PLANNING AND ZONING COMMISSION MEETING**  
**May 02, 2022**

**CASE #FLUM22-19**  
**'GC' to 'RC-MIX'**

**HOLD** a public hearing and consider a request submitted by Lawrence Passariello, on behalf of PCW Investments LLC (FLUM# 22-19) to amend the Comprehensive Plan's Future Land Use Map (FLUM) from a 'General Commercial' (GC) designation to a 'Residential-Commercial Mix' (RC-MIX) designation for approximately 0.71 acres out of the Norman's Addition Survey, Block 9, Lots 5 and 6. The property is locally addressed as 72 Arlee Street, Killeen, Texas.

Ms. Larsen briefed the Commission regarding the applicant's request. She stated that staff recommends approval of the applicant's request to amend the FLUM designation from 'General Commercial' (GC) to 'Residential-Commercial Mix' (RC-MIX) for the portion of the property located west of the unimproved alley, only. Ms. Larsen stated that staff recommends that the portion east of the unimproved alley (facing Wilmer Street) remain designated 'General Commercial' (GC).

The property owner, Mr. Lawrence Passariello, was present to represent this case.

Chairman Latham opened the public hearing.

Mrs. Monique Mendoza of 57 Wilmer Street spoke in opposition of the request. She noted concerns regarding increased negative activity in the area such as arson, theft, trash, and squatters. She also noted concerns regarding families residing so close to the railroad tracks.

With no one else wishing to speak, the public hearing was closed.

Commissioner Minor made a motion to approve the request. Commissioner Gukeisen seconded, and the motion passed by a vote of 4 to 0.

Clarification was requested by staff whether the approval was for the applicants request or staff's recommendation. After a brief discussion, a motion was made to reconsider the item by Commissioner Minor. Commissioner Gukeisen seconded, and the motion passed by a vote of 4 to 0.

Commissioner Minor made a motion to approve the request as presented by the applicant. Commissioner Jones seconded, and the motion passed by a vote of 3 to 1 with Commissioner Gukeisen. Commissioner Gukeisen stated that he supported staff's recommendation.

**ORDINANCE \_\_\_\_\_**

**AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN'S FUTURE LAND USE MAP TO CHANGE APPROXIMATELY 0.71 ACRE OUT OF THE NORMAN'S ADDITION SURVEY, BLOCK 9, LOTS 5 AND 6, FROM A 'GENERAL COMMERCIAL' (GC) DESIGNATION TO A 'RESIDENTIAL-COMMERCIAL MIX' (RC-MIX) DESIGNATION; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR THE REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.**

**WHEREAS**, the City of Killeen finds that Chapter 213.003 of the Local Government Code enables municipalities to adopt and amend comprehensive plans in the interest of coordinating long-range development of the municipality.

**WHEREAS**, the Planning and Zoning Commission has received a request from Lawrence Passariello, on behalf of PCW Investments, LLC, for a revision to the Future Land Use Map (FLUM) of the Comprehensive Plan to change the 'General Commercial' (GC) designation to a 'Residential-Commercial Mix' (RC-MIX) designation, said property being legally described as being approximately 0.71 acre out of the Norman's Addition Survey, Block 9, Lots 5 and 6; said revision having been duly presented and recommended for approval by the Planning and Zoning Commission of the City of Killeen on the 2<sup>nd</sup> day of May 2022, and due notice of the filing of said request and the date of hearing thereon was given as required by law, and hearing on said request was set for 5:00 P.M., on the 14<sup>th</sup> day of June, 2022, at the City Hall, City of Killeen;

**WHEREAS**, the City Council at said hearing duly considered said request, the action of the Planning and Zoning Commission and the evidence in support thereof, and the City Council being of the opinion that the amendment should be approved;

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

**SECTION I:** That the future land use designation of approximately 0.71 acre out of the Norman's Addition Survey, Block 9, Lots 5 and 6, be amended from a 'General Commercial' (GC) designation to a 'Residential-Commercial Mix' (RC-MIX) designation, for the property locally addressed as 72 Arlee Street, Killeen, Texas.

**SECTION II.** That should any section or part of this ordinance be declared unconstitutional or invalid for any reason, it shall not invalidate or impair the validity, force, or effect of any other section or parts of this ordinance.

**SECTION III.** That all ordinances and resolutions, or parts thereof, in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

**SECTION IV.** That this ordinance shall take effect immediately upon passage of the ordinance.

**PASSED AND APPROVED** at a regular meeting of the City Council of the City of Killeen, Texas, this 14<sup>th</sup> day of June 2022, at which meeting a quorum was present, held in accordance with the provisions of V.T.C.A., Government Code, §551.001 et seq.

**APPROVED:**

\_\_\_\_\_  
**Debbie Nash-King, MAYOR**

**ATTEST:**

\_\_\_\_\_  
**Lucy C. Aldrich, CITY SECRETARY**

**APPROVED AS TO FORM**

\_\_\_\_\_  
**Traci S. Briggs, City Attorney**  
Case #: FLUM 22-19  
Ord#: 21-\_\_\_\_



## CASE #FLUM22-19: 'GC' TO 'RC-MIX'

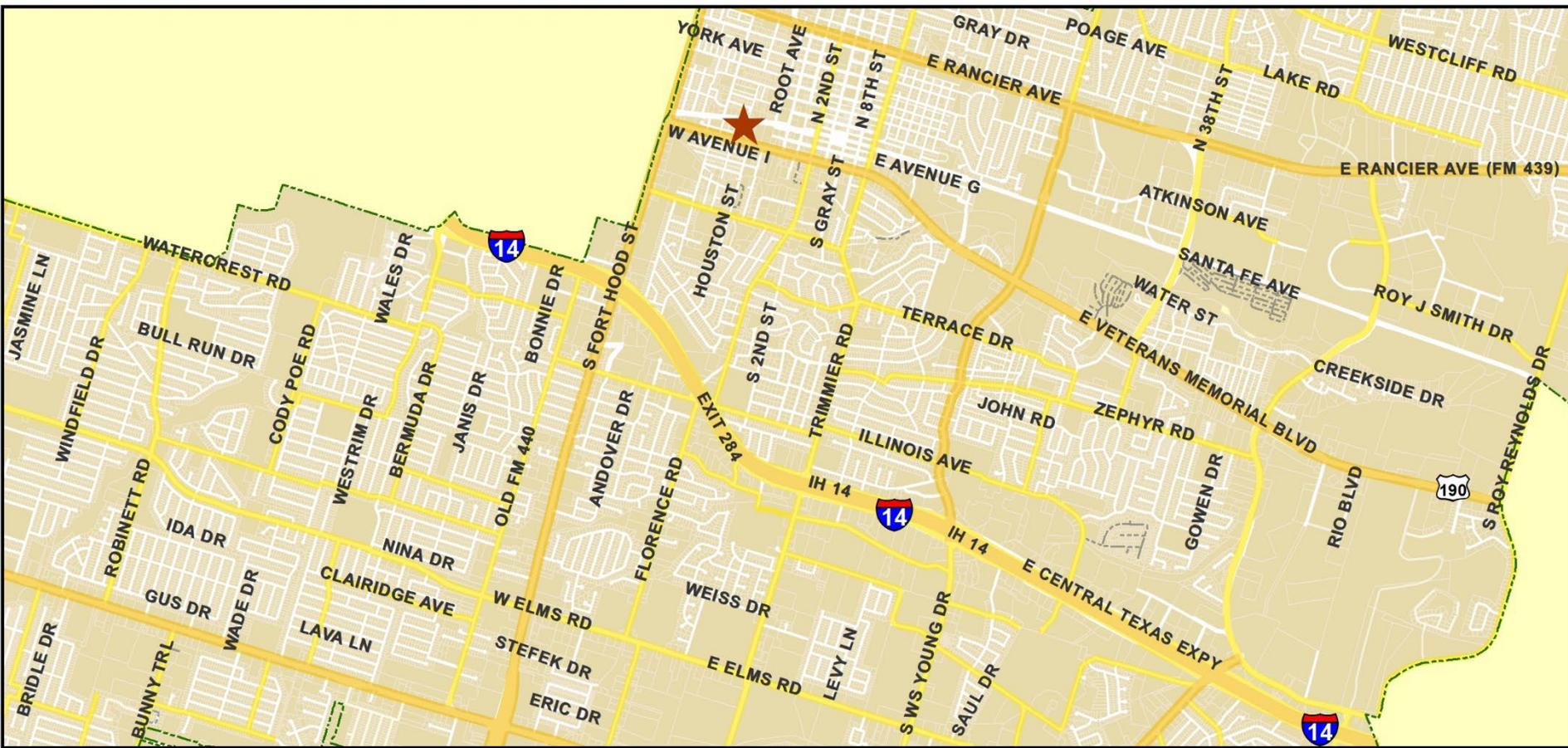
PH-22-044

June 7, 2022

487

# Case #FLUM 22-19 – ‘GC’ to ‘RC-MIX’

- ❑ **HOLD** a public hearing and consider an ordinance requested by Lawrence Passariello on behalf of PCW Investments, LLC (**FLUM# 22-19**) to amend the Comprehensive Plan’s Future Land Use Map (FLUM) from a ‘General Commercial’ (GC) designation to a ‘Residential-Commercial Mix’ (RC-MIX) designation for approximately 0.71 acres out of the Norman’s Addition Survey, Block 9, Lots 5 and 6.
- ❑ The property is locally addressed as 72 Arlee Street, Killeen, Texas.



**LOCATION MAP**

**Case: FLUM AMENDMENT 2022-19**

Council District: 1

FROM GC TO RC-MIX

Subject Property Legal Description: NORMAN'S ADDITION, BLOCK 009, LOT PT 5, (W 1/2 OF 5) & NORMAN'S ADDITION, BLOCK 009, LOT 6, PT 5, (E 1/2 OF 5) & NORMAN'S ADDITION, BLOCK 009, LOT 6, PT 5, (E 1/2 C. . .)

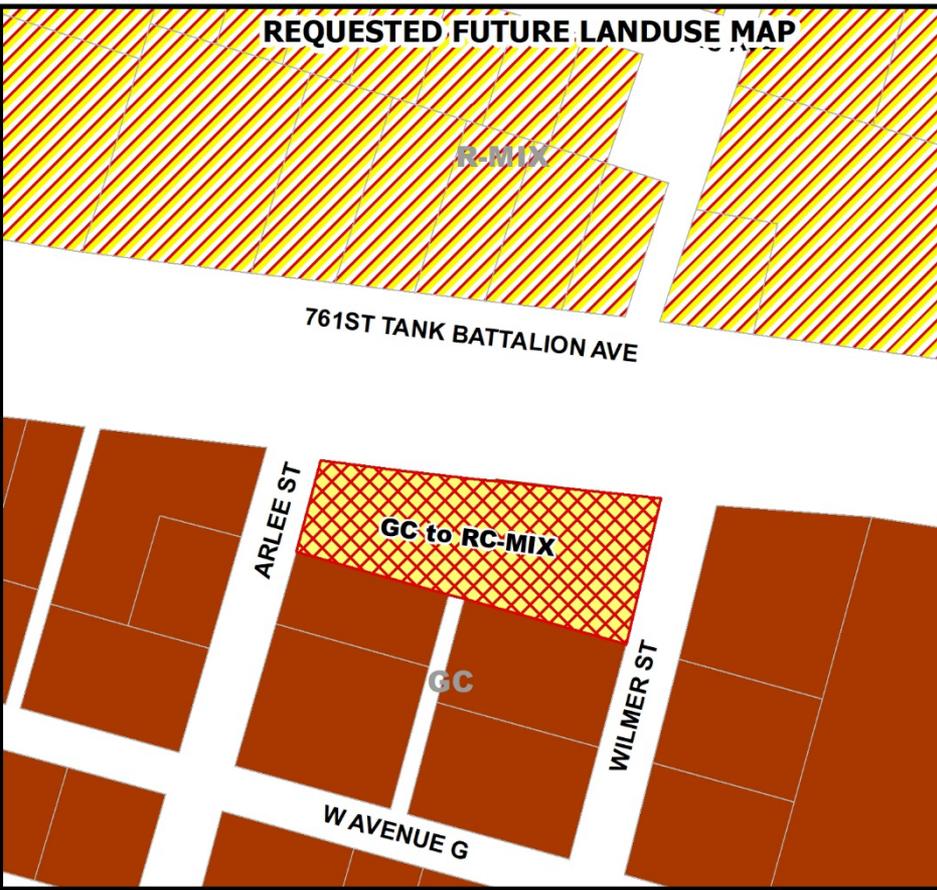
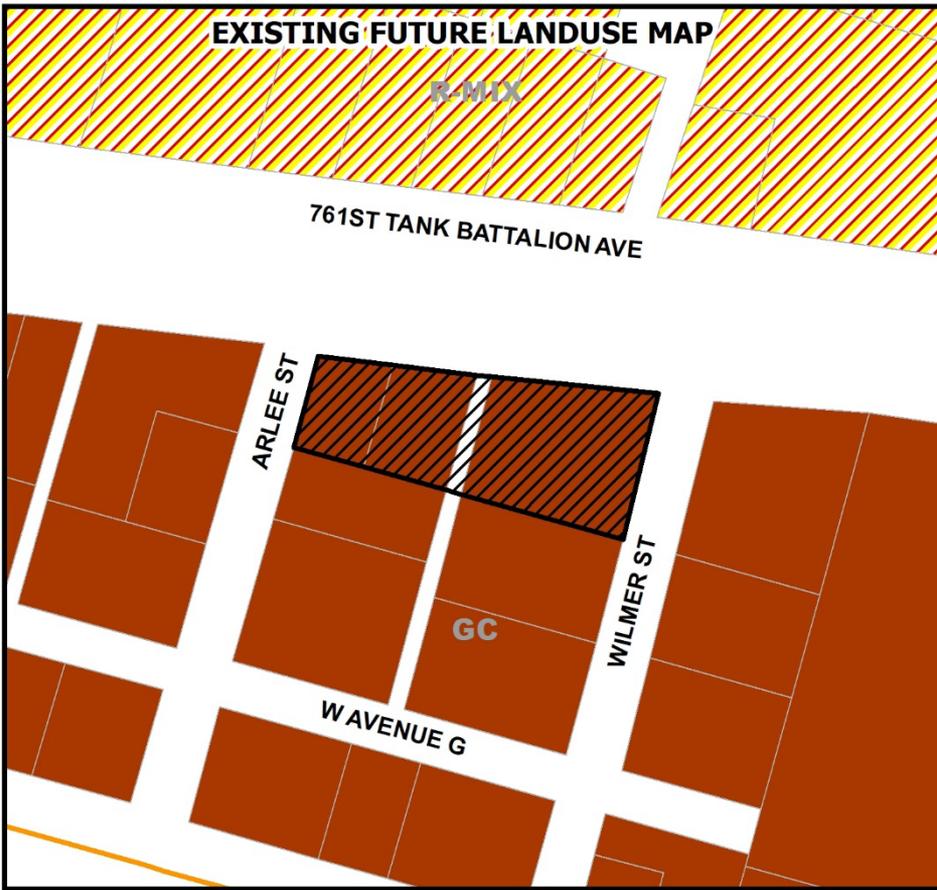


1 inch = 4,167 feet  
Date: 4/27/2022



**EXISTING FUTURE LANDUSE MAP**

**REQUESTED FUTURE LANDUSE MAP**



**FUTURE LAND USE MAP**

**Case: FLUM AMENDMENT 2022-19**

Council District: 1  
FROM GC TO RC-MIX

Subject Property Legal Description: NORMAN'S ADDITION, BLOCK 009, LOT PT 5, (W 1/2 OF 5) & NORMAN'S ADDITION, BLOCK 009, LOT 6, PT 5, (E 1/2 OF 5) & NORMAN'S ADDITION, BLOCK 009, LOT 6, PT 5, (E 1/2 OF 5)

**Future Land Use Legend**

- FLUM Case Location
- Residential Mix (R-MIX)
- General Residential (GR)
- General Commercial (GC)

1 inch = 167 feet

Date: 5/3/2022



# Case #FLUM 22-19 – ‘GC’ to ‘RC-MIX’

5

- Based on utility account records, residential use of the property was discontinued in 2018.
- Therefore, residential use of the property is considered nonconforming in accordance with Killeen Code of Ordinances Sec. 31-52(e).
- Amending the FLUM and rezoning the property for residential use are necessary to bring the property into conformance with Chapter 31.

# Case #FLUM 22-19 – ‘GC’ to ‘RC-MIX’

6

- This property is designated as ‘General Commercial’ (GC) on the Future Land Use Map (FLUM) of the Comprehensive Plan.
- The ‘General Commercial’ (GC) designation encourages the following development types:
  - ▣ Wide range of commercial retail and service uses, at varying scales and intensities;
  - ▣ Office (both large and/or multi-story buildings and small-scale office uses);
  - ▣ Public/institutional; and
  - ▣ Parks and public spaces.

# Case #FLUM 22-19 – ‘GC’ to ‘RC-MIX’

7

- If approved, the ‘Residential-Commercial Mix’ (RC-MIX) designation encourages the following development types:
  - ▣ Mix of residential types and densities
  - ▣ Variety of commercial and light industrial activities

# Case #FLUM 22-19 – ‘GC’ to ‘RC-MIX’

8

- The property is not within any FEMA regulatory Special Flood Hazard Area (SFHA). There are no other known wetland areas on or adjacent to the properties as identified on the National Wetlands Inventory.

# Public Notification

9

- Staff mailed courtesy notices to fifty (50) surrounding property owners regarding this request.
- Of those notified, nineteen (19) property owners reside outside of Killeen.



**NOTIFICATION MAP**

**Case: FLUM AMENDMENT 2022-19**

Council District: 1

FROM GC TO RC-MIX

Subject Property Legal Description: NORMAN'S ADDITION, BLOCK 009, LOT PT 5, (W 1/2 OF 5) & NORMAN'S ADDITION, BLOCK 009, LOT 6, PT 5, (E 1/2 OF 5) & NORMAN'S ADDITION, BLOCK 009, LOT 6, PT 5, (E 1/2 GR 3)

**Legend**

- Killen City Limits
- Principal Arterial, Existing
- Multi-Family Residential (MFR)
- General Residential (GR)
- Bell County Area
- Urban (U)
- Residential Mix (R-MIX)
- General Commercial (GC)

Date: 4/27/2022



# Alternatives

- ❑ The City Council has four (4) alternatives. The Council may:
  - ❑ Disapprove the applicant's FLUM amendment request;
  - ❑ Approve a more restrictive FLUM designation than requested;
  - ❑ Approve the request as recommended by staff; or
  - ❑ Approve the applicant's FLUM amendment request as presented.

# Staff Findings

- Staff is of the determination that rezoning the western portion of the property will allow the legal residential use of the existing dwellings to continue. However, staff finds that the undeveloped eastern portion of the property is better suited for non-residential development.

# Staff Recommendation

- Staff recommends approval of the applicant's request to amend the FLUM designation from 'General Commercial' (GR) to 'Residential Commercial Mix (RC-MIX) for the portion of the property located west of the unimproved alley, only. Staff recommends that the portion east of the unimproved alley (facing Wilmer Street) remain designated 'General Commercial' (GC).

761ST TANK BATTALION AVE

GC

ARLEE ST

GC to RC-MIX

WILMER ST

W AVENUE G

**STAFF RECOMMENDATION MAP**

**Case: FLUM AMENDMENT 2022-19**

Council District: 1

FROM GC TO RC-MIX

Subject Property Legal Description: NORMAN'S ADDITION, BLOCK 009, LOT PT 5, (W 1/2 OF 5) & NORMAN'S ADDITION, BLOCK 009, LOT 6, PT 5, (E 1/2 OF 5) & NORMAN'S ADDITION, BLOCK 009, LOT 6, PT 5, (E 1/2 OF 5)



Killeen City Limits

**Legend**

Residential Mix (R-MIX)

General Commercial (GC)



Bell County Area



Date: 4/27/2022



500

# Commission Recommendation

15

- At their regular meeting on *May 2, 2022*, the Planning and Zoning Commission recommended approval of the applicant's request by a vote of 3 to 1 with Commissioner Gukeisen in opposition.
- Commissioner Gukeisen stated he was in support of staff's recommendation.



# City of Killeen

## Staff Report

File Number: PH-22-045

1	City Council Workshop	06/07/2022	Reviewed and Referred	City Council	06/14/2022
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**DATE:** June 7, 2022.

**TO:** Kent Cagle, City Manager.

**FROM:** Edwin Revell, Executive Director of Development Services.

**SUBJECT:** ZONING CASE #Z22-25: "B-5"(Local Business District) to "R-3F" (Multifamily Residential District) .

**BACKGROUND AND FINDINGS:**

**Property Information:**

**Property Owner:** PCW Investments, LLC  
**Agent:** Lawrence Passariello  
**Current Zoning:** "B-5"(Local Business District)  
**Requested Zoning:** "R-3F" (Multifamily Residential District)  
**Current FLUM Designation:** 'General Commercial' (GC)  
**Requested FLUM Designation:** 'Residential-Commercial Mix' (RC-MIX)

**Summary of Request:**

Lawrence Passariello, on behalf of PCW Investments LLC, has submitted a request to rezone approximately 0.71 acres out of the Norman's Addition Survey, Block 9, Lots 5 and 6 from "B-5"(Local Business District) to "R-3F" (Multifamily Residential District).

Based on utility account records, residential use of the property was discontinued in 2018. Therefore, residential use of the property is considered nonconforming in accordance with Killeen Code of Ordinances Sec. 31-52(e). Amending the FLUM and subsequently rezoning the property for residential use is necessary to bring the property into conformance with Chapter 31. If approved, the applicant intends to make the single-family and two-family dwellings located on the property available for lease.

**Zoning/Plat Case History:**

The subject property is currently zoned "B-5" (Business District). Staff is unable to determine the exact date of zoning. The property was platted as Norman's Addition, Block 9, Lots 5 and 6 on January 9, 1942.

**Character of the Area:**

**North:** Single-family homes across railroad tracks zoned "R-3" (Multifamily Residential District)

**East:** Vacant property zoned "B-5" (Business District)

**South:** Vacant property zoned "B-5" (Business District)

**West:** Vacant property zoned "B-5" (Business District)

**Future Land Use Map Analysis:**

This property is designated as 'General Commercial' (GC) on the Future Land Use Map (FLUM) of the Comprehensive Plan.

The 'General Commercial' (GC) designation encourages the following development types:

- Wide range of commercial retail and service uses, at varying scales and intensities;
- Office (both large and/or multi-story buildings and small-scale office uses);
- Public/institutional; and
- Parks and public spaces.

If approved, the 'Residential-Commercial Mix' (RC-MIX) designation encourages the following development types:

- Mix of residential types and densities
- Variety of commercial and light industrial activities

The request to rezone the property from "B-5"(Local Business District) to "R-3F" (Multifamily Residential District) is not consistent with the Future Land Use Map (FLUM) of the Comprehensive Plan. However, the applicant has submitted a concurrent FLUM amendment request from 'General Commercial' (GC) to 'Residential-Commercial Mix' (RC-MIX).

**Water, Sewer and Drainage Services:**

Provider: City of Killeen

Within Service Area: Yes

Feasibility Study or Service Commitment: Water, sanitary sewer, and drainage utility service is located within the City of Killeen municipal utility service area and available to the subject tract.

**Transportation and Thoroughfare Plan:**

Ingress and egress to the property is via Arlee Street and Wilmer Street, which are classified as 60' wide Local Streets on the City of Killeen Thoroughfare Plan.

**Environmental Assessment:**

The property is not within any FEMA regulatory Special Flood Hazard Area (SFHA). There are no other known wetland areas on or adjacent to the property as identified on the National Wetlands Inventory.

**Public Notification:**

Staff notified fifty (50) surrounding property owners regarding this request. Of those property owners notified, twenty-eight (28) resides outside of the 200-foot notification boundary required by the State, but within the 400-foot notification boundary required by Council; and nineteen (19) reside outside the city limits of Killeen. As of the date of this staff report, two (2) written responses have been received in opposition to this request.

**Staff Findings:**

The 'General Commercial' (GC) characteristic is typically auto-oriented, which can be offset by enhanced building design, landscaping, reduced site coverage, well-designed signage, etc.

The 'Residential-Commercial Mix' (RC-MIX) characteristic is typically areas that were allowed to develop in the past with non-residential uses (including uses with a heavy commercial and/or industrial intensity) intermixed amid a variety of residential uses, often with minimal screening and/or buffering. It has an auto-oriented character and should address compatibility and screening/buffering, where possible, as redevelopment occurs.

The current zoning of the subject property is "B-5" (Business District). The surrounding area includes existing single-family homes across the railroad track and vacant properties.

**THE ALTERNATIVES CONSIDERED:**

The Planning and Zoning Commission has four (4) alternatives. The Commission may:

- Recommend disapproval of the applicant's request;
- Recommend approval of a more restrictive zoning district than requested by the applicant;
- Recommend approval of a the request as recommended by staff; or
- Recommend approval of the request as presented.

**Which alternative is recommended? Why?**

Staff recommends approval of the applicant's request for "R-3F" Multifamily Residential District) for the portion of the property located west of the unimproved alley, only. Staff recommends that the portion east of the unimproved alley (facing Wilmer Street) remain zoned "B-5" (Business District).

**CONFORMITY TO CITY POLICY:**

This zoning request conforms to the City's policy and procedures as detailed in Chapter 31 of the Killeen Code of Ordinances.

**FINANCIAL IMPACT:**

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

This zoning request does not involve the expenditure of city funds.

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

This is not applicable.

**Is this expenditure budgeted?**

This is not applicable.

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

This is not applicable.

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

This is not applicable.

**RECOMMENDATION:**

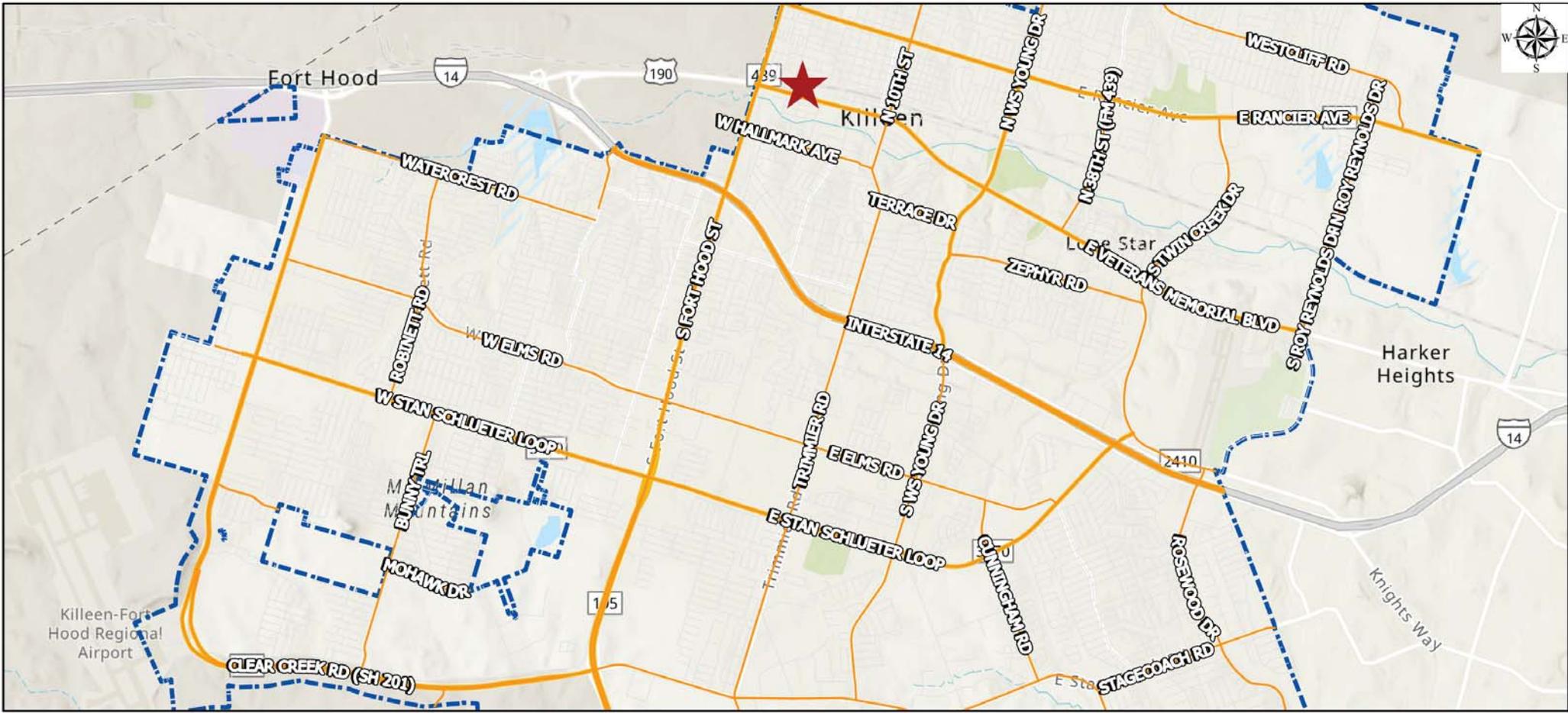
At their regular meeting on May 2, 2022, the Planning and Zoning Commission recommended approval of the applicant's request by a vote of 3 to 1 with Commissioner Gukeisen in opposition. Commissioner Gukeisen stated his support of staff's recommendation.

**DEPARTMENTAL CLEARANCES:**

This item has been reviewed by the Planning and Legal staff.

**ATTACHED SUPPORTING DOCUMENTS:**

- Maps
- Site photos
- Minutes
- Ordinance
- Considerations
- Responses



**LOCATION MAP**  
 Council District: 1

**Zoning Case 2022-25**  
 B-5 TO R-3F

Subject Property Legal Description: NORMAN'S ADDITION, BLOCK 009, LOT 6, PT 5, (E 1/2 OF 5)

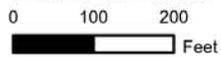
**Legend**

- Major Roads
- City Limits
- ★ Zoning Case Location



**AERIAL MAP**

Council District: 1



Subject Property Legal Description: NORMAN'S ADDITION, BLOCK 009, LOT 6, PT 5, (E 1/2 OF 5)

**Zoning Case 2022-25**  
B-5 TO R-3F

**Legend**

- Citylimits
- Zoning Case



200' BUFFER - 14 PARCELS  
 400' BUFFER - 41 PARCELS

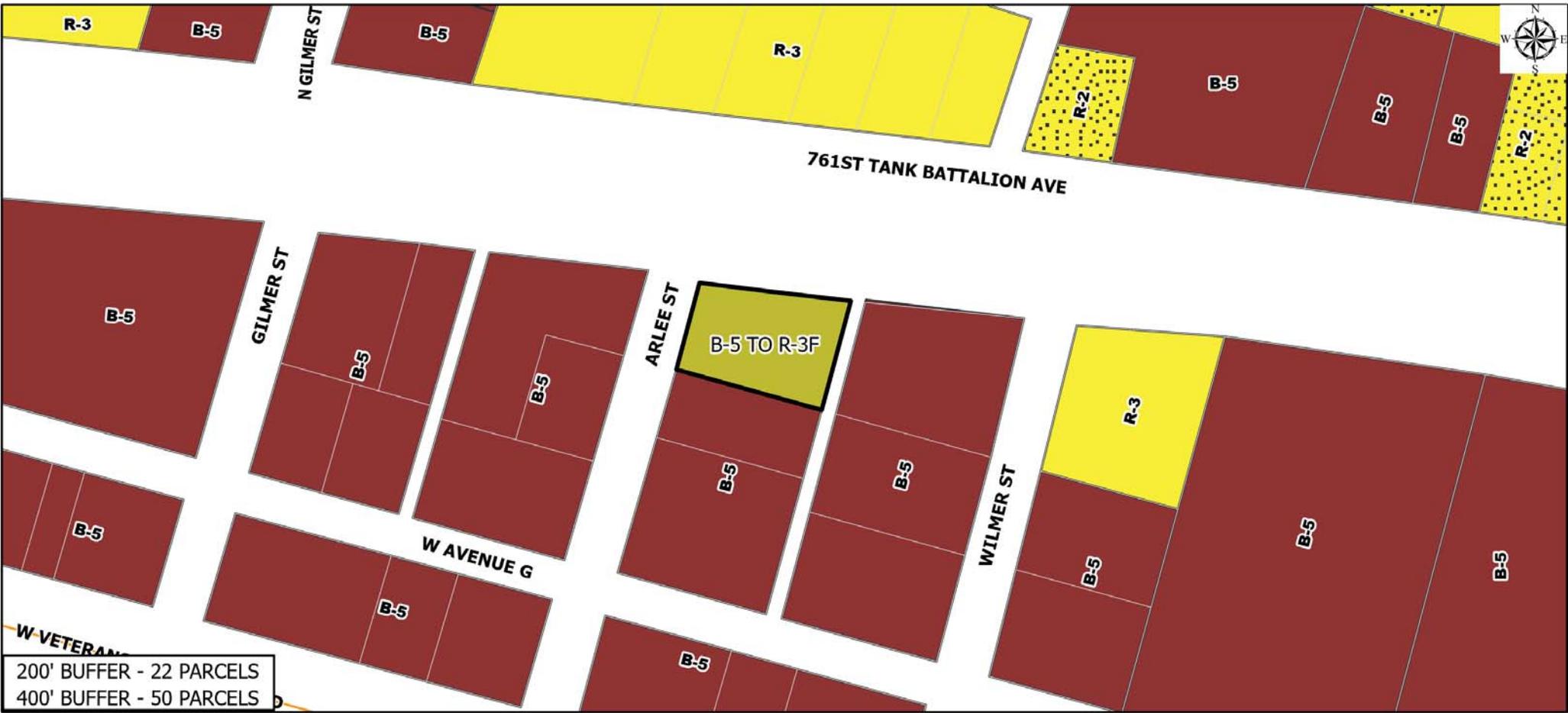
PROPERTY ID MAP  
 Council District: 1  
 0 100 200  
 Feet

## Zoning Case 2022-25

### B-5 TO R-3F

Subject Property Legal Description: NORMAN'S ADDITION, BLOCK 009, LOT 6, PT 5, (E 1/2 OF 5)

Legend		Current Zoning	
<span style="display: inline-block; width: 15px; height: 15px; background-color: #800000; border: 1px solid black;"></span>	B-5	<span style="display: inline-block; width: 15px; height: 15px; background-color: #ffff00; border: 1px solid black;"></span>	R-1
<span style="display: inline-block; width: 15px; height: 15px; background-color: #d3d3d3; border: 1px solid black;"></span>	RMH	<span style="display: inline-block; width: 15px; height: 15px; background-color: #ffff00; border: 1px dashed black;"></span>	R-2
<span style="display: inline-block; width: 15px; height: 15px; background-color: #ffff00; border: 1px solid black; border-style: dotted;"></span>	RC-1	<span style="display: inline-block; width: 15px; height: 15px; background-color: #ffff00; border: 1px solid black;"></span>	R-3



200' BUFFER - 22 PARCELS  
 400' BUFFER - 50 PARCELS

STAFF RECOMMENDATION MAP  
 Council District: 1  
 0 75 150  
 Feet

## Zoning Case 2022-25

### B-5 TO R-3F

Subject Property Legal Description: NORMAN'S ADDITION, BLOCK 009, LOT PT 5, (W 1/2 OF 5) & NORMAN'S ADDITION, BLOCK 009, LOT 6, PT 5, (E 1/2 OF 5) & NORMAN'S ADDITION, BLOCK 009, LOT 6, PT 5, (E 1/2 OF 5)

# SITE PHOTOS

Case #Z22-25: "B-5" to "R-3F"



View of the subject property looking east (from Arlee St):



View of the subject property looking southeast (from across the railroad track):



# SITE PHOTOS

Case #Z22-25: "B-5" to "R-3F"



View of the adjacent property to the west:



View of the adjacent property to the south:



**MINUTES**  
**PLANNING AND ZONING COMMISSION MEETING**  
**May 02, 2022**

**CASE #Z22-25**  
**“B-5” to “R-3F”**

**HOLD** a public hearing and consider a request submitted by Lawrence Passariello, on behalf of PCW Investments LLC (Case #Z22-25), to rezone approximately 0.71 acres out of the Norman’s Addition Survey, Block 9, Lots 5 and 6 from “B-5” (Business District) to “R-3F” (Multifamily Residential District). The property is locally addressed as 72 Arlee Street, Killeen, Texas.

Ms. Larsen briefed the Commission regarding the applicant’s request. She stated that staff recommends approval of the applicant’s request to rezone the property from “B-5” (Business District) to “R-3F” (Multifamily Residential District) for the portion of the property located west of the unimproved alley, only.

The property owner, Mr. Lawrence Passariello, was present to represent this case. Chairman Latham opened the public hearing.

Mrs. Monique Mendoza of 57 Wilmer Street spoke in opposition of the request. She restated her concerns regarding illicit traffic and criminal activity.

With no one else wishing to speak, the public hearing was closed.

Commissioner Minor made a motion to approve the request made by the applicant. Commissioner O’Brien seconded, and the motion passed by a vote of 3 to 1 with Commissioner Gukeisen in opposition. Commissioner Gukeisen stated that he supported staff’s recommendation.

**ORDINANCE \_\_\_\_\_**

**AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF KILLEEN BY CHANGING THE ZONING OF APPROXIMATELY 0.71 ACRE OUT OF THE NORMAN’S ADDITION SURVEY, BLOCK 9, LOTS 5 AND 6, FROM “B-5” (BUSINESS DISTRICT) TO “R-3F” (MULTIFAMILY RESIDENTIAL DISTRICT); PROVIDING A SAVINGS CLAUSE; PROVIDING FOR THE REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Lawrence Passariello, on behalf of PCW Investments, LLC, has presented to the City of Killeen, a request for amendment of the zoning ordinance of the City of Killeen by changing the classification of approximately 0.71 acre out of the Norman’s Addition Survey, Block 9, Lots 5 and 6 from “B-5“(Local Business District) to “R-3F” (Multifamily Residential District), said request having been duly recommended for approval of “R-3F” (Multifamily Residential District) by the Planning and Zoning Commission of the City of Killeen on the 2<sup>nd</sup> day of May 2022, and due notice of the filing of said request and the date of hearing thereon was given as required by law, and hearing on said request was set for 5:00 P.M., on the 14<sup>th</sup> day of June 2022, at the City Hall, City of Killeen;

**WHEREAS**, the City Council at said hearing duly considered said request, the action of the Planning and Zoning Commission and the evidence in support thereof, and the City Council being of the majority opinion that the applicant’s zoning request should be approved as recommended by the Planning and Zoning Commission;

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

**SECTION I.** That the zoning classification of approximately 0.71 acres out of the Norman’s Addition Survey, Block 9, Lots 5 and 6 be changed from “B-5“(Local Business District) to “R-3F” (Multifamily Residential District), said request having been duly recommended for approval of “R-3F” (Multifamily Residential District), for the property locally addressed as 72 Arlee Street, Killeen, Texas.

**SECTION II.** That should any section or part of this ordinance be declared unconstitutional or invalid for any reason, it shall not invalidate or impair the validity, force, or effect of any other section or parts of this ordinance.

**SECTION III.** That all ordinances and resolutions, or parts thereof, in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

**SECTION IV.** That this ordinance shall take effect immediately upon passage of the ordinance.

**PASSED AND APPROVED** at a regular meeting of the City Council of the City of Killeen, Texas, this 14<sup>th</sup> day of June 2022, at which meeting a quorum was present, held in accordance with the provisions of V.T.C.A., Government Code, §551.001 et seq.

**APPROVED:**

\_\_\_\_\_  
**Debbie Nash-King, MAYOR**

**ATTEST:**

\_\_\_\_\_  
**Lucy C. Aldrich, CITY SECRETARY**

**APPROVED AS TO FORM**

\_\_\_\_\_  
**Traci S. Briggs, City Attorney**  
Case #22-25  
Ord. #22-\_\_\_\_

# CONSIDERATIONS

Texas Supreme Court in Pharr v. Tippitt, 616 S. W 2<sup>nd</sup> 173 (Tex 1981) established general guidelines which the Planning and Zoning Commission and City Council should take into consideration when making their respective recommendation and decision on a zoning request.

## A. General Factors to Consider:

Is the request in accordance with the comprehensive plan?

Is the request designed to lessen congestion in the streets; secure safety from fire, panic or other dangers; promote health and the general welfare; provide adequate light and air; prevent the overcrowding of land; avoid undue concentration of population; or facilitate the adequate provision of transportation, water, sewers, schools, parks and other public requirements?

What if any, is the nature and degree of an adverse impact upon neighboring lands?

The suitability or unsuitability of the tract for use as presently zoned.

Whether the amendment bears a substantial relationship to the public health, safety, morals or general welfare or protects and preserves historical and cultural places and areas.

Whether there is a substantial public need or purpose for the new zoning.

Whether there have been substantially changed conditions in the neighborhood.

Is the new zoning substantially inconsistent with the zoning of neighboring lands? (Whether the new zoning is more or less restrictive.)

The size of the tract in relation to the affected neighboring lands – is the tract a small tract or isolated tract asking for preferential treatment that differs from that accorded similar surrounding land without first proving changes in conditions?

Any other factors which will substantially affect the health, safety, morals or general welfare.

## B. Conditional Use Permit (if applicable)

Whether the use is in harmonious with and adaptable to buildings, structures and use of abutting property and other property in the vicinity of the premises under construction.

## C. Conditions to Consider

1. Occupation shall be conducted only by members of family living in home.
2. No outside storage or display
3. Cannot change the outside appearance of the dwelling so that it is altered from its residential character.
4. Cannot allow the performance of the business activity to be visible from the street.
5. Cannot use any window display to advertise or call attention to the business.
6. Cannot have any signs
7. No off-street parking or on-street parking of more than two (2) vehicles at any one time for business related customer parking.
8. No retail sales.
9. Length of Permit.

CUT HERE

YOUR NAME: *Monique Mendez* PHONE NUMBER: *220-1077*

CURRENT ADDRESS:

ADDRESS OF PROPERTY OWNED: *57 Wilmer Street Killeen, TX*

COMMENTS:  
*opposed*

SIGNATURE: *Monique Mendez* REQUEST: "B-5" to "R-3F" SPO #Z22-25/ *17*

P.O. BOX 1329, KILLEEN, TEXAS 76540-1329, 254-501-7631, FAX 254-501-7628  
WWW.KILLEENTEXAS.GOV

PROP ID 59533

CUT HERE

YOUR NAME: *Monique Mendez* PHONE NUMBER: *220-1017*

CURRENT ADDRESS:

ADDRESS OF PROPERTY OWNED: *607 West Avenue H. Killeen TX*

COMMENTS:  
*opposed*

SIGNATURE: *Monique Mendez* REQUEST: "B-5" to "R-3F" SPO #Z22-25/ *13*

P.O. BOX 1329, KILLEEN, TEXAS 76540-1329, 254-501-7631, FAX 254-501-7628  
WWW.KILLEENTEXAS.GOV

PROP ID 59532



## CASE #Z22-25: “B-5” TO “R-3F”

PH-22-045

June 7, 2022

517

## Case #Z22-25 – “B-5” to “R-3F”

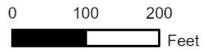
- ❑ **HOLD** a public hearing and consider an ordinance requested by Lawrence Passariello on behalf of PCW Investments, LLC (**Case #Z22-25**), to rezone approximately 0.71 acres out of the Norman’s Addition Survey, Block 9, Lots 5 and 6 from “B-5” (Business District) to “R-3F” (Multifamily Residential District).
- ❑ The property is locally addressed as 72 Arlee Street, Killeen, Texas.





AERIAL MAP

Council District: 1



Subject Property Legal Description: NORMAN'S ADDITION, BLOCK 009, LOT PT 5, (W 1/2 OF 5) & NORMAN'S ADDITION, BLOCK 009, LOT 6, PT 5, (E 1/2 OF 5) & NORMAN'S ADDITION, BLOCK 009, LOT 6, PT 5, (E 1/2

# Zoning Case 2022-25

## B-5 TO R-3F

### Legend

 Citylimits

 Zoning Case

# Case #Z22-25 – “B-5” to “R-3F”

5

- Based on utility account records, residential use of the property was discontinued in 2018.
- Therefore, residential use of the property is considered nonconforming in accordance with Killeen Code of Ordinances Sec. 31-52(e).
- Amending the FLUM and rezoning the property for residential use are necessary to bring the property into conformance with Chapter 31.

# Case #Z22-25 – “B-5” to “R-3F”

6

- If approved, the applicant intends to make the existing dwellings on the property available for lease.
- The applicant has submitted a concurrent request to rezone the property from ‘General Commercial’ (GC) to ‘Residential-Commercial Mix’ (RC-MIX).

# Case #Z22-25 – “B-5” to “R-3F”

7

- This property is designated as ‘General Commercial’ (GC) on the Future Land Use Map (FLUM) of the Comprehensive Plan.
- The ‘General Commercial’ (GC) designation encourages the following development types:
  - ▣ Wide range of commercial retail and service uses, at varying scales and intensities;
  - ▣ Office (both large and/or multi-story buildings and small-scale office uses);
  - ▣ Public/institutional; and
  - ▣ Parks and public spaces.

# Case #Z22-25 – “B-5” to “R-3F”

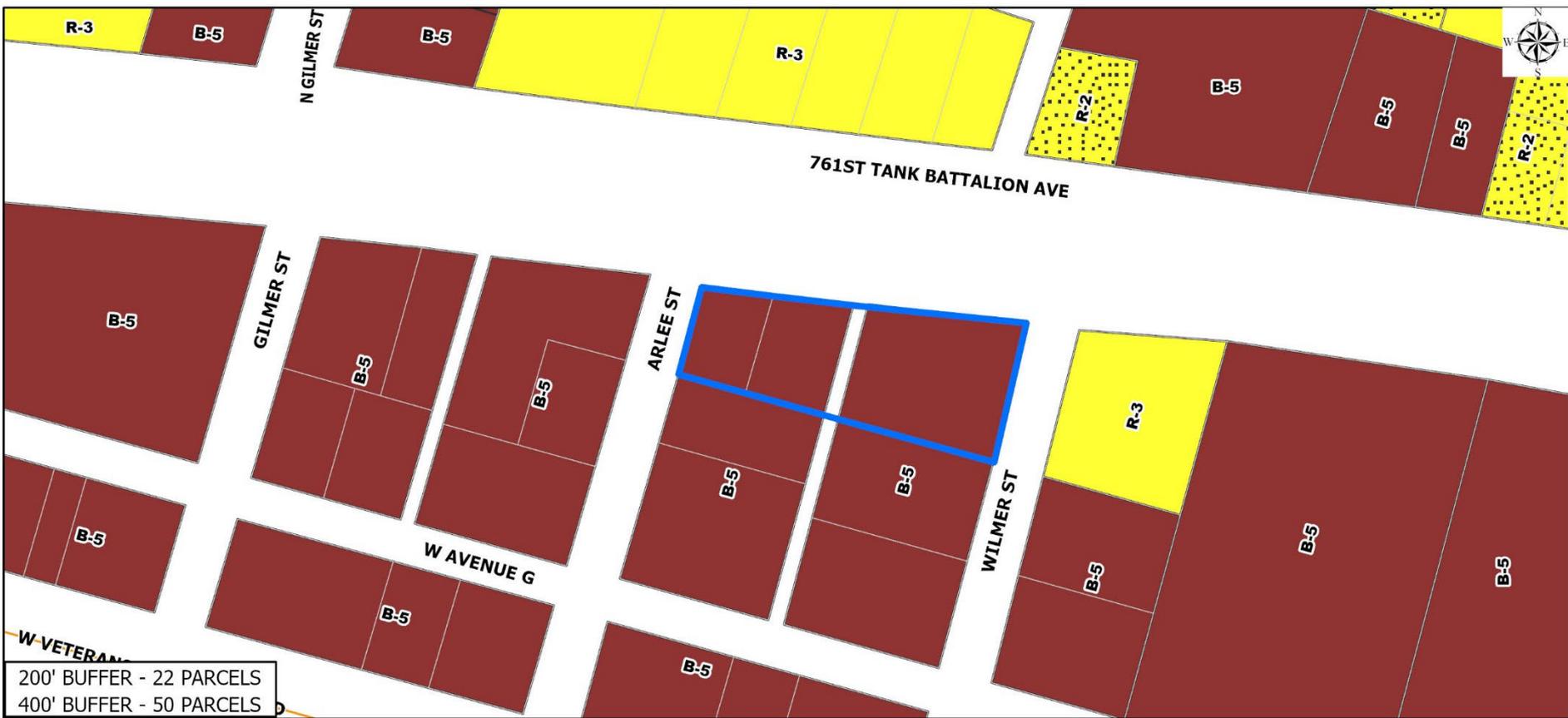
8

- If approved, the ‘Residential-Commercial Mix’ (RC-MIX) designation encourages the following development types:
  - ▣ Mix of residential types and densities
  - ▣ Variety of commercial and light industrial activities

# Case #Z22-25 – “B-5” to “R-3F”

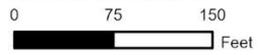
9

- The property is not within any FEMA regulatory Special Flood Hazard Area (SFHA). There are no other known wetland areas on or adjacent to the properties as identified on the National Wetlands Inventory.



200' BUFFER - 22 PARCELS  
 400' BUFFER - 50 PARCELS

ZONING MAP  
 Council District: 1



## Zoning Case 2022-25

### B-5 TO R-3F

Subject Property Legal Description: NORMAN'S ADDITION, BLOCK 009, LOT PT 5, (W 1/2 OF 5) & NORMAN'S ADDITION, BLOCK 009, LOT 6, PT 5, (E 1/2 OF 5) & NORMAN'S ADDITION, BLOCK 009, LOT 6, PT 5, (E 1/2 **526**

# Case #Z22-25 – “B-5” to “R-3F”

11

View of the subject property looking east (from Arlee St):



# Case #Z22-25 – “B-5” to “R-3F”

12

View of the subject property looking southeast (from across the railroad track):



# Case #Z22-25 – “B-5” to “R-3F”

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View of the adjacent property to the west:



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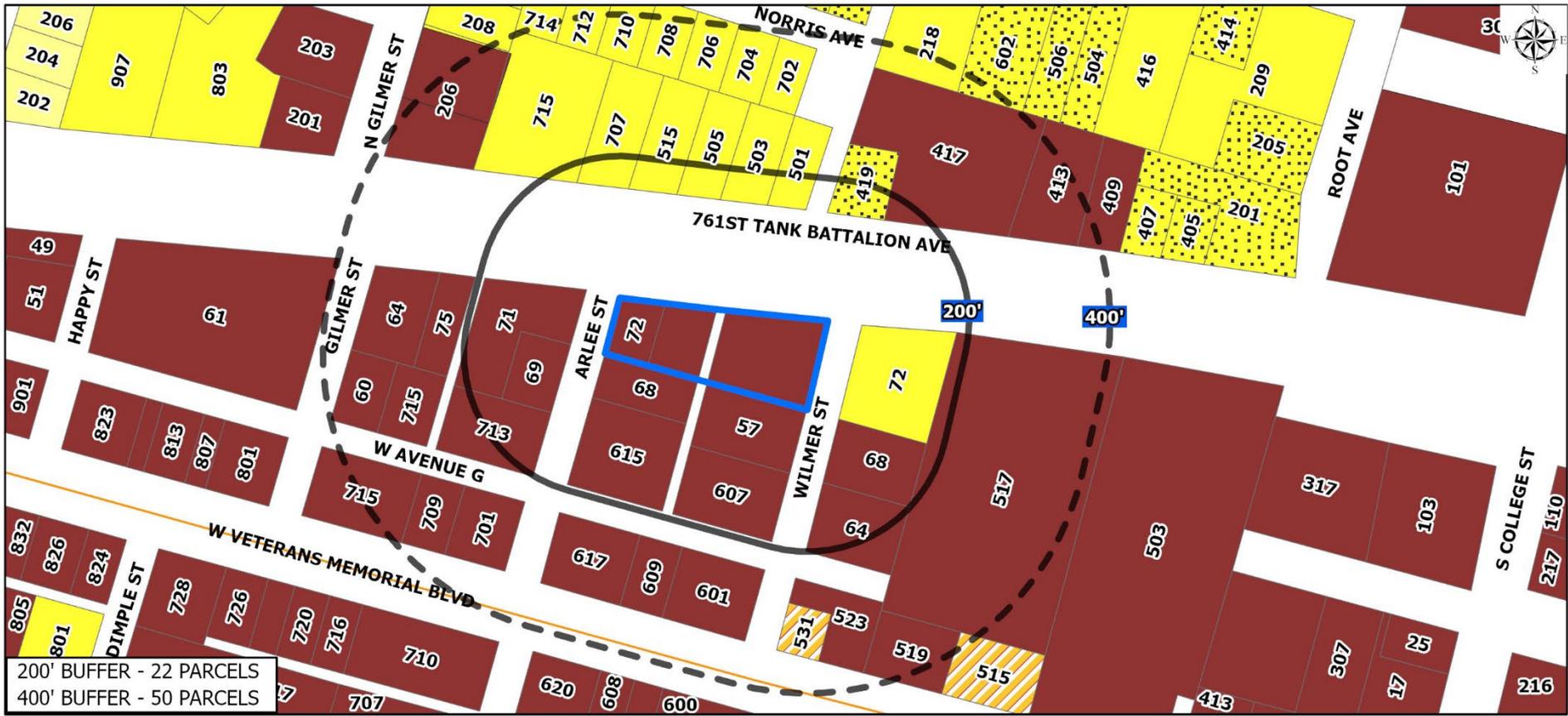
14

View of the adjacent property to the south:



# Public Notification

- Staff notified fifty (50) surrounding property owners regarding this request.
- Of those notified, twenty-eight (28) reside outside of the 200-foot notification boundary required by the State, and within the 400-foot notification boundary required by Council; and nineteen (19) property owners reside outside of Killeen.
- To date, staff has received two (2) written responses in opposition to this request.



200' BUFFER - 22 PARCELS  
 400' BUFFER - 50 PARCELS

NOTIFICATION MAP  
 Council District: 1  
 0 100 200  
 Feet

## Zoning Case 2022-25

### B-5 TO R-3F

Legend

Current Zoning	B-5	R-1	R-2
	RC-1	R-2	R-3

Subject Property Legal Description: NORMAN'S ADDITION, BLOCK 009, LOT PT 5, (W 1/2 OF 5) & NORMAN'S ADDITION, BLOCK 009, LOT 6, PT 5, (E 1/2 OF 5) & NORMAN'S ADDITION, BLOCK 009, LOT 6, PT 5, (E 1/2 OF 5) **532**

# Alternatives

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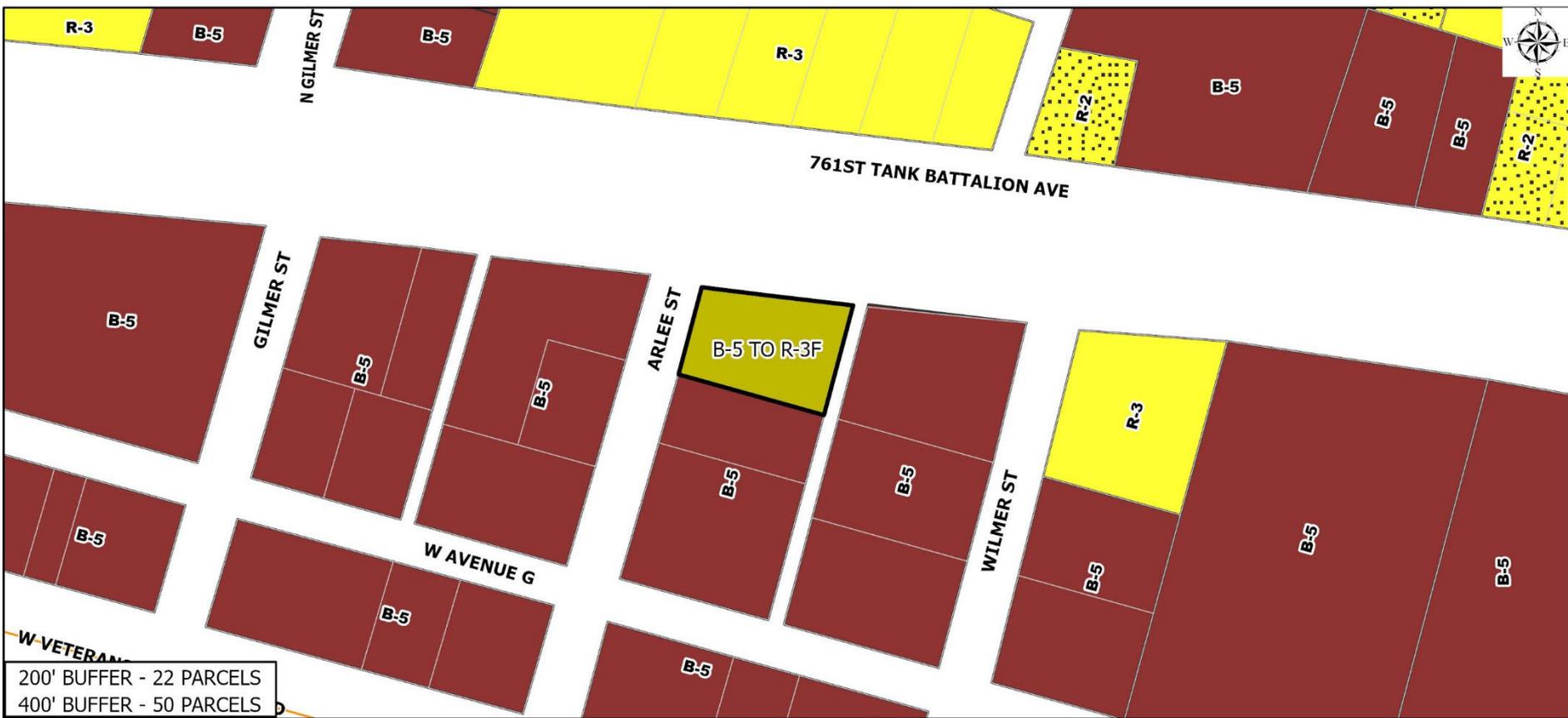
- ❑ The City Council has four (4) alternatives. The Council may:
  - ❑ Disapprove the applicant's zoning request;
  - ❑ Approve a more restrictive zoning district than requested by the applicant;
  - ❑ Approve the request as recommended by staff; or
  - ❑ Approve the applicant's zoning request as presented.

# Staff Findings

- Staff is of the determination that rezoning the western portion of the property will allow the legal residential use of the existing dwellings to continue.
- However, staff finds that the undeveloped eastern portion of the property is better suited for non-residential development.

# Staff Recommendation

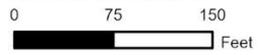
- Staff recommends approval of the applicant's request for "R-3F" Multifamily Residential District) for the portion of the property located west of the unimproved alley, only. Staff recommends that the portion east of the unimproved alley (facing Wilmer Street) remain zoned "B-5" (Business District).



200' BUFFER - 22 PARCELS  
 400' BUFFER - 50 PARCELS

STAFF RECOMMENDATION MAP

Council District: 1



Zoning Case 2022-25

B-5 TO R-3F

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# Commission Recommendation

- At their regular meeting on *May 2, 2022*, the Planning and Zoning Commission recommended approval of the applicant's request by a vote of 3 to 1 with Commissioner Gukeisen in opposition.
- Commissioner Gukeisen stated he was in support of staff's recommendation.