



City of Killeen

Agenda - Final-Revised

City Council Workshop

Tuesday, May 16, 2023

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

IMMEDIATELY FOLLOWING SPECIAL CITY COUNCIL MEETING

Presentations

1. [PR-23-010](#) National Police Week Proclamation
2. [PR-23-011](#) Presentation regarding the Oasis Fresh Market by Mr. Ronnie Russell and Mr. A.J. Johnson

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. A majority of the City Council is required for any time extensions. The Mayor and Councilmembers shall have one (1) minute to respond to citizen comments with a statement or explanation without engaging in dialogue.

Items for Discussion at Workshop

3. [DS-23-050](#) Receive Arts Commission Annual Report

Attachments: [Presentation](#)

Discuss Items for Regular City Council Meeting on May 23, 2023

Consent Agenda

4. [MN-23-009](#) Consider Minutes of Regular City Council Meeting of April 11, 2023.
5. [MN-23-010](#) Consider Minutes of Regular City Council Meeting of April 25, 2023.
6. [RS-23-082](#) Consider a memorandum/resolution approving a Professional Services Agreement with Garver, LLC, for the design/coordination of the Skylark Field Automated Weather Observation System (AWOS) Relocation, in the amount of \$73,900.

Attachments: [Agreement](#)

[Certificate of Interested Parties](#)

[Presentation](#)

7. [RS-23-084](#) Consider a memorandum/resolution amending the Uniform Rental agreement with Cintas for an additional four (4) year term in an amount of \$200,000 for FY 2023.
- Attachments:** [Amendment No. 2](#)
[Amendment No. 1](#)
[Original Agreement](#)
[Renewal Letter](#)
[Certificate of Interested Parties](#)
[Presentation](#)

Resolutions

8. [RS-23-085](#) Consider a memorandum/resolution approving amendments to the Economic Development Policy.
- Attachments:** [Revised Economic Development Policy](#)
[Presentation](#)
9. [RS-23-086](#) Consider a memorandum/resolution amending the Professional Services Agreement with Cen-Tex Alcohol and Rehabilitation Center to not exceed an amount of \$70,000.
- Attachments:** [Professional Services Agreement](#)
[Amendment to Professional Services Agreement](#)
[Presentation](#)
10. [RS-23-087](#) Consider a memorandum/resolution authorizing the execution of Amendment No. 1 to the Professional Services Agreement with Pape-Dawson Engineers, in the amount of \$75,000 for Development Services Support.
- Attachments:** [Agreement](#)
[Amendment No. 1](#)
[Contract Verification Form](#)
[Presentation](#)

Public Hearings (Public Hearings Will be Held May 23, 2023)

11. [PH-23-031](#) HOLD a public hearing and consider an ordinance amending the FY 2023 Annual Budget of the City of Killeen to increase expenditure accounts in multiple funds.
- Attachments:** [Ordinance](#)
[Presentation](#)
12. [PH-23-035](#) HOLD a public hearing and consider an ordinance requested by Paula Scoggins on behalf of James Lee (Case #Z23-13), to rezone a portion of

Lot 1, Block 1, Y & J Addition from "B-5" (Business District) to "B-C-1" (General Business and Alcohol Sales District). The property is locally addressed as 1103 West Veterans Memorial Boulevard, Suite 104, Killeen, Texas.

Attachments: [Maps](#)

[Site Photos](#)

[Minutes](#)

[Ordinance](#)

[Considerations](#)

[Presentation](#)

Items for Discussion at Workshop

13. [DS-23-051](#) Discuss 2021 Road Construction Projects
Attachments: [Project Status Report 2023 Quarter 2](#)
[Presentation](#)
14. [DS-23-052](#) Discuss the Purchase, Exchange, Lease or Value of Real Property Relating to Facilities Needed for Animal Services
15. [DS-23-053](#) Discuss the Purchase, Exchange, Lease or Value of Real Property located in Downtown Killeen

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 May 11, 2023.

Laura J. Calcote, City Secretary

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

This meeting is being conducted in accordance with the Texas Open Meetings Law [V.T.C.A., Government Code, § 551.001 et seq.]. This meeting is being conducted in accordance with the Americans with Disabilities Act [42 USC 12101 (1991)]. The facility is wheelchair accessible and handicap parking is available. Requests for sign interpretive services are available upon requests received at least 48 hours prior to the meeting. To make arrangements for those services, please call 254-501-7717, City Secretary's Office, or TDD 1-800-734-2989.

Notice of Meetings

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

- *Killeen Fire Department Spring 2023 Badge Pinning Ceremony, May 10, 2023, 3:00 p.m., Killeen Fire Academy*
- *Restoration Celebration/Ribbon Cutting for the Killeen Chamber Building, May 18, 2023, 5:30 p.m., 1 Santa Fe Plaza*
- *76th Annual Rodeo Killeen, May 18-20, 2023, 7:30 p.m., Killeen Rodeo Grounds*
- *Killeen Chamber Luncheon with Operational Test Command, May 25, 2023, 11:30 a.m., Warrior Hall at TAMC-CT*

Dedicated Service -- Every Day, for Everyone!



City of Killeen

Staff Report

File Number: PR-23-010

National Police Week Proclamation



City of Killeen

Staff Report

File Number: PR-23-011

Presentation regarding the Oasis Fresh Market by Mr. Ronnie Russell and Mr. A.J. Johnson



City of Killeen

Staff Report

File Number: DS-23-050

Receive Arts Commission Annual Report



KILLEEN ARTS COMMISSION FY 2022 ANNUAL REPORT

DS-23-050

May 16, 2023

Background

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The City of Killeen Code of Ordinances require the Arts Commission to:

- ❑ Submit an annual advisory report with recommendations to advance art and culture within the City (Sec. 2-133(b))
- ❑ Make recommendations on long-range goals for the development of tourism and the convention and hotel industry through use of funding for the arts (Sec. 2-132(f))

Highlights of FY 2022 Art Program

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- City Council approved art grants for 7 organizations
 - ▣ These organizations held a combined total of 21 events
- A total of \$288,090 was allocated and \$266,165 was paid to the grantees
 - ▣ ARPA funding was utilized across all grant awards

FY 2024 Recommended Actions

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- Fund the Arts Commission Grant program at 15% as allowed by Chapter 351.103(c) of the Texas Local Tax Code.
- Funding for the arts over the past three fiscal years:

Fiscal Year	City Funding	ARPA Funding	Total
2021	\$85,000	\$102,167	\$187,167
2022	37,167	192,455	229,622
2023	230,000	29,668 ⁽¹⁾	259,668

⁽¹⁾ Remaining ARPA funding not expended in prior years

- Recommended FY 2024 funding - \$313,461

Long-range Goals

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- Marketing
 - ▣ City of Killeen's social media
 - ▣ Partner with local hotels and motels
 - ▣ Advertise with community partners
 - ▣ Partner with the Downtown Revitalization Director and Committee to submit and obtain the Texas Art Commission's designation as an Arts & Cultural District for additional funding for permanent art installations highlighting the diverse cultures of our great city, through murals, sculptures, and archways.
- Annual cultural arts program/competition showcasing artists and organizations
 - ▣ Multiple day showcase/competition
 - ▣ Meeting/booth space to showcase the arts (musicians, dancers, writers, chefs, poetry, etc.)
- Revamp grant application workshop and process
 - ▣ Add a second date for the grant application workshop



City of Killeen

Staff Report

File Number: MN-23-009

Consider Minutes of Regular City Council Meeting of April 11, 2023.

City of Killeen
City Council Meeting
Killeen City Hall
April 11, 2023 at 5:00 p.m.

Presiding: Mayor Debbie Nash-King

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

Also attending were City Manager Kent Cagle, City Attorney Holli Clements, City Secretary Laura Calcote, and Sergeant-at-Arms Officer Paholek

Edmond Jones gave the invocation. Councilmember Alvarez 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 (7-0).

Presentations

PR-23-005 Better Opportunities for Single Soldiers (BOSS) Recognition

Mayor Nash-King presented a certificate of appreciation to Better Opportunities for Single Soldiers (BOSS) program representatives Troy Swartz, Jasmine Tcha, Jefferson Familia, Rafael Escamilla, Dallas Parker, and Neicy Davis for their volunteer participation in the revitalization of Downtown Killeen. City of Killeen Executive Director of Development Services, Edwin Revell, and Downtown Revitalization Planner, Kate Kizito, were also recognized for their organizational efforts in conjunction with the BOSS program.

Citizen Comments

Ronald Ducharme spoke regarding OR-23-008.
Gudrun Dates spoke regarding OR-23-008.
Shirley Del Conte spoke regarding OR-23-008.

Tom Moulton spoke regarding OR-23-008.
Christine Evans spoke regarding PH-23-022.
Jack Ralston spoke regarding RS-23-042.
Leo Gukeisen spoke regarding OR-23-008 and RS-23-042.
Michael Fornino spoke regarding RS-23-042 and OR-23-008.
Mellisa Brown spoke regarding RS-23-042 and OR-23-008.
Anca Neagu spoke regarding OR-23-008.
Linda Marzi spoke regarding OR-23-008.
Gabriel Montalvo spoke regarding RS-23-042.
Victoria Watkins spoke regarding OR-23-008.
Janice Holliday spoke regarding OR-23-008.

Consent Agenda

- MN-23-007** Consider Minutes of Regular City Council Meeting of March 14, 2023.
- RS-23-064** Consider a memorandum/resolution for the purchase of Aquatics Chemicals from Progressive Commercial Aquatics in an amount not to exceed \$85,000.00.
- RS-23-065** Consider a memorandum/resolution approving the appointment of an Executive Director of Community Development.
- RS-23-066** Consider a memorandum/resolution confirming the Municipal Court Judge’s annual evaluation and pay increase.

Motion was made by Councilmember Segarra to approve the Consent Agenda, with the exception of OR-23-008. Motion was seconded by Mayor Protem Wilkerson. The motion carried unanimously (7-0).

Ordinances

- OR-23-008** Consider an ordinance amending the Code of Ordinances, Chapter 6, Animals amending Feral Cat, Aggressive Dogs, and Wild Animals.

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 DANGEROUS AND AGGRESSIVE DOGS, COMMUNITY CATS, AND WILD ANIMALS; PROVIDING A REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATIONS AND AN EFFECTIVE DATE.

Staff Comments: Danielle Singh, Assistant City Manager
This item was presented to City Council during their April 4, 2023 Workshop meeting. Ms. Singh was available to provide additional information and to answer questions.

Motion was made by Councilmember Adams to approve OR-23-008, striking the limit of the number of cats in a community colony. Motion was seconded by Councilmember Segarra. The motion

failed 3-4, with Mayor Protem Wilkerson and Councilmembers Cobb, Boyd, and Alvarez in opposition.

Motion was made by Mayor Protem Wilkerson to approve OR-23-008, as presented. Motion was seconded by Councilmember Boyd. The motion carried 4-3, with Councilmembers Segarra, Gonzalez, and Adams in opposition.

Resolutions

RS-23-042 Consider a memorandum/resolution authorizing a Professional Services Agreement with Brinkley Sargent Wiginton Architects, Inc., for a needs assessment and conceptual layout of a new Killeen City Hall and Municipal Court Complex, in the amount of \$108,295.

Staff Comments: Kent Cagle, City Manager
Mr. Cagle was available to provide additional information and to answer questions.

Motion was made by Mayor Protem Wilkerson to approve RS-23-042. Motion was seconded by Councilmember Boyd. The motion carried 5-2, with Councilmembers Cobb and Segarra in opposition.

Public Hearings

PH-23-018 HOLD a public hearing and consider an ordinance requested by Vernon Hood (Case #Z23-04), to the rezone Lots 24 29, Block 3, Western Oaks, from "UD" (University District) to "UD" (University District) with a Conditional Use Permit (CUP) to allow single family residential use on six (6) existing lots. The property is locally addressed as 505 Reese Creek, Killeen, Texas.

The City Secretary read the caption of the ordinance:
AN ORDINANCE AMENDING THE CITY OF KILLEEN ZONING ORDINANCE BY CHANGING THE ZONING OF THE PROPERTY BEING LOTS 24-29, BLOCK 3, WESTERN OAKS, FROM "UD" (UNIVERSITY DISTRICT) TO "UD" (UNIVERSITY DISTRICT) WITH A CONDITIONAL USE PERMIT (CUP) TO ALLOW SINGLE-FAMILY RESIDENTIAL USE ON SIX (6) EXISTING LOTS; 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 April 4, 2023 Workshop meeting.
Mr. Revell was available to provide additional information and to answer questions.

Mayor Nash-King opened the public hearing.

Vernon Hood spoke in favor of PH-23-018.

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

Motion was made by Mayor Protem Wilkerson to approve PH-23-018. Motion was seconded by

Councilmember Boyd. Motion carried unanimously (7-0).

PH-23-019 HOLD a public hearing and consider an ordinance approving a written service agreement and the annexation of approximately 221.272 acres of land lying contiguous to the existing city limits, generally located on the west side of Bunny Trail, north of the Goodnight Ranch subdivision, south of Haynes Elementary School, and east of Dr. Joseph A. Fowler Elementary School, Killeen, Texas.

The City Secretary read the caption of the ordinance:

AN ORDINANCE OF THE CITY OF KILLEEN EXTENDING THE CORPORATE LIMITS OF THE CITY OF KILLEEN, BELL COUNTY, TEXAS, TO INCLUDE LAND LYING ADJACENT TO THE PRESENT CITY LIMITS, BEING APPROXIMATELY 221.272 ACRES OF LAND OUT OF THE JOHN E. MADDERA SURVEY, ABSTRACT NO. 600; DECLARING SAID LAND TO BE A PART OF SAID CITY; DECLARING SAID LAND AND ITS INHABITANTS AND ANY FUTURE INHABITANTS OF SAID LAND TO BE ENTITLED TO ALL THE RIGHTS AND PRIVILEGES OF OTHER LANDS AND CITIZENS OF THE CITY AND TO BE BOUND BY THE ACTS AND ORDINANCES OF THE CITY; EXTENDING DISTRICT BOUNDARIES; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR THE REPEAL OF CONFLICTING PROVISIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

Staff Comments: Edwin Revell, Executive Director of Development Services
This item was presented to City Council during their April 4, 2023 Workshop meeting. Mr. Revell was available to provide additional information and to answer questions.

Mayor Nash-King opened the public hearing.

Mellisa Brown spoke in opposition of PH-23-019.

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

Motion was made by Councilmember Boyd to approve PH-23-019. Motion was seconded by Mayor Protem Wilkerson. Motion carried unanimously (7-0).

PH-23-020 HOLD a public hearing and consider an ordinance requested by Belton Engineering, Inc. on behalf of Bunny Trail Real Estate, LP (Case #Z22-59) for the initial rezoning of approximately 221.272 acres of land out of the John E. Maddera Survey, Abstract No. 600, from "A" (Agricultural District) to Planned Unit Development (PUD) with "SF-2" (Single Family Residential District), "R-3A" (Multifamily Residential District), "RT-1" (Residential Townhouse Single Family District), and "NBD" (Neighborhood Business District) uses. The properties are locally addressed as 6603 Bunny Trail, 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 221.272 ACRES OF LAND OUT OF THE JOHN E. MADDERA SURVEY, ABSTRACT NO. 600, FROM "A" (AGRICULTURAL DISTRICT) TO PLANNED UNIT DEVELOPMENT (PUD) WITH "SF-2" (SINGLE-FAMILY RESIDENTIAL DISTRICT), "R-3A" (MULTIFAMILY RESIDENTIAL DISTRICT), "RT-1" (RESIDENTIAL TOWNHOUSE SINGLE-FAMILY DISTRICT), AND "NBD" (NEIGHBORHOOD BUSINESS DISTRICT) USES; 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 April 4, 2023 Workshop meeting. Mr. Revell was available to provide additional information and to answer questions.

Civil Engineer, Lina Chtay, with Belton Engineering, Inc. was available to provide additional information and to answer questions.

Mayor Nash-King opened the public hearing.

Mellisa Brown spoke in opposition of PH-23-020.

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

Motion was made by Mayor Protem Wilkerson to approve PH-23-020. Motion was seconded by Councilmember Boyd. Motion carried unanimously (7-0).

PH-23-021 HOLD a public hearing and consider an ordinance amending Chapter 31 of the Killeen Code of Ordinances, providing for amendments to the City's land use regulations regarding residential structures on a single lot and permitted uses in "R-3F" (Multifamily Residential District).

The City Secretary read the caption of the ordinance:
AN ORDINANCE AMENDING CHAPTER 31 OF THE CODE OF ORDINANCES OF THE CITY OF KILLEEN; PROVIDING FOR AMENDMENTS TO THE CITY'S LAND USE REGULATIONS; PROVIDING FOR THE REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

Staff Comments: Edwin Revell, Executive Director of Development Services
This item was presented to City Council during their April 4, 2023 Workshop meeting. Mr. Revell was available to provide additional information and to answer questions.

Mayor Nash-King opened the public hearing.

Melissa Brown spoke in opposition of PH-23-021.

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

Motion was made by Mayor Protem Wilkerson to approve PH-23-021. Motion was seconded by

Councilmember Alvarez. Motion carried unanimously (7-0).

PH-23-022 HOLD a public hearing and consider an ordinance amending Chapter 31 of the Code of Ordinances of the City of Killeen; providing for amendments to the City's zoning regulations; allowing for short term rentals.

The City Secretary read the caption of the ordinance:

AN ORDINANCE AMENDING CHAPTER 31 OF THE CODE OF ORDINANCES OF THE CITY OF KILLEEN; PROVIDING FOR AMENDMENTS TO THE CITY'S ZONING REGULATIONS; ALLOWING FOR SHORT TERM RENTALS; PROVIDING FOR THE REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

Staff Comments: Edwin Revell, Executive Director of Development Services
This item was presented to City Council during their April 4, 2023 Workshop meeting. Mr. Revell was available to provide additional information and to answer questions.

Mayor Nash-King opened the public hearing.

Melissa Brown spoke in opposition of PH-23-022.

Khandiese Cooper spoke in favor of PH-23-022.

Marco Saenz spoke in favor of PH-23-022.

Leo Gukeisen spoke in opposition of PH-23-022.

Carlos Pineda spoke in favor of PH-23-022.

Nicholes Jones spoke in favor of PH-23-022.

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

Motion was made by Councilmember Adams to approve PH-23-022, excluding the density restrictions outlined in Section 31.954 (a) and (b). Motion was seconded by Councilmember Segarra.

Councilmember Gonzalez motioned a call for the vote. Motion to call the vote was seconded by Councilmember Segarra. The motion carried 5-2, with Mayor Protem Wilkerson and Councilmember Cobb in opposition. The original motion carried 5-2, with Mayor Protem Wilkerson and Councilmember Boyd in opposition.

Adjournment

With no further business, upon motion being made by Councilmember Segarra, seconded by Mayor Protem Wilkerson and unanimously approved, the meeting was adjourned at 7:44 p.m.



City of Killeen

Staff Report

File Number: MN-23-010

Consider Minutes of Regular City Council Meeting of April 25, 2023.

City of Killeen
City Council Meeting
Killeen City Hall
April 25, 2023 at 5:00 p.m.

Presiding: Mayor Debbie Nash-King

Attending: Mayor Protem Ken Wilkerson, Councilmembers Jessica Gonzalez, Riakos Adams, Michael Boyd, Jose Segarra, Nina Cobb (arrived at 5:07 p.m. via Zoom), and Ramon Alvarez

Also attending were City Manager Kent Cagle, City Attorney Holli Clements, Deputy City Secretary Beatrice Canseco, and Sergeant-at-Arms Officer Paholek

Mayor Nash-King gave the invocation. Councilmember Segarra 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 Boyd. The motion carried unanimously (6-0).

Citizen Comments

Mellisa Brown spoke regarding RS-23-071, RS-23-072, RS-23-073, and RS-23-074.

Consent Agenda

MN-23-008 Consider Minutes of Regular City Council Meeting of March 28, 2023.

RS-23-067 Consider a memorandum/resolution accepting a Federal Aviation Administration Airport Infrastructure Grant for the design of the Security Improvements Project at Killeen-Fort Hood Regional Airport.

RS-23-068 Consider a memorandum/resolution approving a Professional Services Agreement with Garver, LLC, for design of the Security Improvements Project at Killeen-Fort Hood Regional Airport, in the amount of \$120,900.

- RS-23-069** Consider a memorandum/resolution approving a fireworks display application at the Killeen Athletic Complex on July 1, 2023.

- RS-23-070** Consider a memorandum/resolution authorizing change orders with Silsbee Ford for the total amount of \$225,278.

- RS-23-071** Consider a memorandum/resolution authorizing Addendum No. 8 for the Bell County Water Control and Improvement District No. 1 Lake Belton Plant Power Resilience Project, in the amount of \$431,789.

- RS-23-072** Consider a memorandum/resolution securing a Closed Caption System.

- RS-23-073** Consider a memorandum/resolution approving a Tax Increment Reinvestment Zone (TIRZ) reimbursement agreement with CSW Killeen, L.P. for reimbursement of certain infrastructure costs associated with development of Anthem Park in an amount not to exceed \$12,741,099.

- RS-23-074** Consider a memorandum/resolution authorizing proceeding with issuance of certificates of obligation for capital projects and further directing the publication of notice of intention to issue certificates of obligation for capital projects.

- OR-23-009** Consider an ordinance amending Chapter 26 of the Code of Ordinances, providing for certain exemptions to the Parkland Dedication and Development Ordinance.

The City Secretary read the caption of the ordinance:
AN ORDINANCE AMENDING CHAPTER 26 OF THE CODE OF ORDINANCES OF THE CITY OF KILLEEN; PROVIDING FOR CERTAIN EXEMPTIONS TO THE PARKLAND DEDICATION AND DEVELOPMENT ORDINANCE; PROVIDING FOR THE REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

Motion was made by Mayor Protem Wilkerson to approve the Consent Agenda. Motion was seconded by Councilmember Boyd. The motion carried 6-1, with Councilmember Adams in opposition.

Public Hearings

- PH-23-023** HOLD a public hearing and consider a request submitted by Franklin Land Associates, LLC, on behalf of Castrong, LLC (Case #Z23-03) to rezone approximately 2.34 acres out of the B.S. Hoover Survey, Abstract No. 463, from "A" (Agricultural District) to "NBD" (Neighborhood Business District) with a Conditional Use Permit (CUP) to allow for a single-tenant general retail store no greater than 10,641 square feet. The property is located east of State Highway 195 and north of the Lampasas River, 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 THE PROPERTY BEING APPROXIMATELY 2.34 ACRES OUT OF THE B.S. HOOVER SURVEY, ABSTRACT NO. 463, FROM "A" (AGRICULTURAL DISTRICT) TO "NBD" (NEIGHBORHOOD BUSINESS DISTRICT) WITH A CONDITIONAL USE PERMIT (CUP) TO ALLOW FOR A SINGLE-TENANT GENERAL RETAIL STORE NO GREATER THAN 10,641 SQUARE FEET; 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 April 18, 2023 Workshop meeting.
Mr. Revell was available to provide additional information and to answer questions.

Joe Johnston, Engineer with Gresham Smith assisting the applicant, Castrong, LLC, was available to provide additional information and to answer questions.

Mayor Nash-King opened the public hearing.

Mellisa Brown spoke in opposition of PH-23-023.

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

Motion was made by Councilmember Segarra to approve PH-23-023. Motion was seconded by Mayor Protem Wilkerson. Motion carried 6-1, with Councilmember Adams in opposition.

PH-23-024 HOLD a public hearing and consider an ordinance submitted by Patrick Purifoy on behalf of P&T Enterprises (Case #Z23-05), to rezone approximately 6.43 acres out of the Passion For Christ Ministries Addition, Block 1, Lot 1, from "B-1" (Professional Business District) to "B-1" (Professional Business District) with a Conditional Use Permit (CUP) to allow for a daycare as a permitted use. The property is locally addressed as 3100 Little Nolan Road, 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 THE PROPERTY BEING APPROXIMATELY 6.43 ACRES OUT OF THE PASSION FOR CHRIST MINISTRIES ADDITION, BLOCK 1, LOT 1, FROM "B-1" (PROFESSIONAL BUSINESS DISTRICT) TO "B-1" (PROFESSIONAL BUSINESS DISTRICT) WITH A CONDITIONAL USE PERMIT (CUP) TO ALLOW FOR A DAYCARE AS A PERMITTED USE; 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 April 18, 2023 Workshop meeting.
Mr. Revell was available to provide additional information and to answer questions.

The applicant, Patrick Purifoy, was available to provide additional information and to answer questions.

Mayor Nash-King opened the public hearing.

With no one appearing, the public hearing was closed.

Motion was made by Mayor Protem Wilkerson to approve PH-23-024. Motion was seconded by Councilmember Boyd. Motion carried unanimously 6-0, with Councilmember Gonzalez not voting.

PH-23-025 HOLD a public hearing and consider a request submitted by Mitchell & Associates, Inc., on behalf of Sandra and Ronnie Skinner (Case #Z23-07), to the rezone Lot 1, Block 1, Skinner Estate Phase Two, from "A" (Agricultural District) to "R 1" (Single Family Residential District). The property is locally addressed as 3638 Love Road, 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 THE PROPERTY BEING LOT 1, BLOCK 1, SKINNER ESTATE PHASE TWO, FROM "A" (AGRICULTURAL DISTRICT) TO "R-1" (SINGLE-FAMILY RESIDENTIAL DISTRICT); PROVIDING A SAVINGS CLAUSE; PROVIDING FOR THE REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR AN EFFECTIVE DATE.

Staff Comments: Edwin Revell, Executive Director of Development Services
This item was presented to City Council during their April 18, 2023 Workshop meeting. Mr. Revell was available to provide additional information and to answer questions.

Bob Mitchell with Mitchell and Associates, representing the applicant, was available to provide additional information and to answer questions.

Mayor Nash-King opened the public hearing.

With no one appearing, the public hearing was closed.

Motion was made by Mayor Protem Wilkerson to approve PH-23-025. Motion was seconded by Councilmember Boyd. Motion carried unanimously (7-0).

PH-23-026 HOLD a public hearing and consider an ordinance submitted by Franklin Land Associates, LLC, on behalf of Whitis Investments, LTD (FLUM# 23-01), to amend the Comprehensive Plan's Future Land Use Map (FLUM) from a 'Public Space' designation to a 'Residential Mix' designation, being approximately 3.727 acres, out of the C T Bourland Survey, Abstract No. 137. The property is located on the east right-of-way of East Trimmier Road and north of Andalucia Lane, 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 3.727 ACRES OUT OF THE C T BOURLAND SURVEY, ABSTRACT NO. 137, FROM A 'PUBLIC SPACE' (PS) DESIGNATION TO A 'RESIDENTIAL MIX' (RM) 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 April 18, 2023 Workshop meeting.
Mr. Revell was available to provide additional information and to answer questions.

Engineer, Joe Johnston, with Gresham Smith assisted the applicant, Whitis Investments, LTD, and was available to provide additional information and to answer questions.

Mayor Nash-King opened the public hearing.

Mellisa Brown spoke in opposition of PH-23-026.

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

Motion was made by Councilmember Boyd to approve PH-23-026. Motion was seconded by Mayor Protem Wilkerson. Motion carried unanimously (7-0).

PH-23-027 HOLD a public hearing and consider an ordinance amending Killeen Code Ordinances Sec. 31-833. - Demolition by neglect. of

The City Secretary read the caption of the ordinance:
AN ORDINANCE AMENDING CHAPTER 31 OF THE CODE OF ORDINANCES OF THE CITY OF KILLEEN; PROVIDING FOR AMENDMENTS TO THE DEMOLITION BY NEGLIGENCE REGULATIONS; PROVIDING FOR THE REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

Staff Comments: Edwin Revell, Executive Director of Development Services
This item was presented to City Council during their April 18, 2023 Workshop meeting.
Mr. Revell was available to provide additional information and to answer questions.

Mayor Nash-King opened the public hearing.

Mellisa Brown spoke in opposition of PH-23-027.

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

Motion was made by Councilmember Boyd to approve PH-23-027. Motion was seconded by Councilmember Adams. Motion carried unanimously (7-0).

PH-23-028 HOLD a public hearing and consider an ordinance amending Ordinance No. 22-097 to change the Bell County dedicated tax rate for TIRZ #2.

The City Secretary read the caption of the ordinance:
AN ORDINANCE AMENDING ORDINANCE NO. 22-097 AMENDING THE TAX INCREMENT REINVESTMENT ZONE NUMBER TWO PROJECT AND FINANCING

PLAN, TERMINATION DATE, AND BOUNDARY; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR THE REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

Staff Comments: Edwin Revell, Executive Director of Development Services
This item was presented to City Council during their April 18, 2023 Workshop meeting. Mr. Revell was available to provide additional information and to answer questions.

Mayor Nash-King opened the public hearing.

With no one appearing, the public hearing was closed.

Motion was made by Mayor Protem Wilkerson to approve PH-23-028. Motion was seconded by Councilmember Adams. Motion carried unanimously (7-0).

PH-23-029 HOLD a public hearing and consider an ordinance readopting the youth curfew. (First of Two Public Hearings)

The City Secretary read the caption of the ordinance:
AN ORDINANCE READOPTING A CURFEW FOR PERSONS UNDER SEVENTEEN YEARS OF AGE TO PROHIBIT THEIR BEING IN ANY PUBLIC PLACE FROM 11:00PM ON ANY SUNDAY, MONDAY, TUESDAY, WEDNESDAY, OR THURSDAY UNTIL 6:00AM THE FOLLOWING DAY, AND FROM 12:01 AM UNTIL 6:00AM ON ANY FRIDAY OR SATURDAY OR ON ANY DAY FROM JUNE 1 THROUGH AUGUST 15; PROVIDING DEFINITIONS; PROVIDING ENFORCEMENT PROCEDURES; PROVIDING PENALTIES CONSISTING OF A FINE FOR MINORS NOT TO EXCEED \$500.00, AND FOR PARENTS OF MINORS CONSISTING OF A FINE OF NOT LESS THAN \$50.00, BUT NOT TO EXCEED \$500.00; ADOPTING CERTAIN DEFENSES; REPEALING ALL ORDINANCES IN CONFLICT WITH THE PROVISIONS OF THIS ORDINANCE; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

Staff Comments: Alex Gearhart, Assistant Chief of Police
This item was presented to City Council during their April 18, 2023 Workshop meeting. Chief Gearhart was available to provide additional information and to answer questions.

Mayor Nash-King opened the public hearing.

Mellisa Brown spoke in opposition of PH-23-029.

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

PH-23-030 HOLD a public hearing and consider an ordinance amending the FY 2023 Annual Budget of the City of Killeen to adjust revenue and expenditure accounts in multiple funds.

The City Secretary read the caption of the ordinance:
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KILLEEN, TEXAS,
AMENDING THE FY 2023 ANNUAL BUDGET OF THE CITY OF KILLEEN TO ADJUST
REVENUE AND EXPENDITURE ACCOUNTS IN MULTIPLE FUNDS; REPEALING ALL
ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT WITH THIS ORDINANCE;
PROVIDING A SAVINGS CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

Staff Comments: Miranda Drake, Assistant Director of Finance
This item was presented to City Council during their April 18, 2023 Workshop meeting.
Ms. Drake was available to provide additional information and to answer questions.

Mayor Nash-King opened the public hearing.

Michael Fornino spoke to gain clarification regarding PH-23-030.
Mellisa Brown spoke in opposition to PH-23-030.

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

Motion was made by Councilmember Alvarez to approve PH-23-030. Motion was seconded by Councilmember Boyd.

Councilmember Adams made an amendment to the motion striking the \$2,000,000 budget allocation towards the homeless shelter project. With no second, the amendment to the motion died. The original motion carried 6-1, with Councilmember Adams in opposition.

Adjournment

With no further business, upon motion being made by Mayor Protem Wilkerson, seconded by Councilmember Alvarez and unanimously approved, the meeting was adjourned at 6:00 p.m.



City of Killeen

Staff Report

File Number: RS-23-082

Consider a memorandum/resolution approving a Professional Services Agreement with Garver, LLC, for the design/coordination of the Skylark Field Automated Weather Observation System (AWOS) Relocation, in the amount of \$73,900.

DATE: May 16, 2023

TO: Kent Cagle, City Manager

FROM: Mike Wilson, Executive Director of Aviation

SUBJECT: Professional Services Agreement with Garver, LLC

BACKGROUND AND FINDINGS:

Skylark field has a Federal Aviation Administration (FAA) owned and maintained Automated Weather Observation System (AWOS) on the west side of the airport that provides pilots with critical safety information on cloud height, visibility, wind direction and speed, as well as other weather information to assist with flight operations. The FAA has standards for keeping the areas within 1,000 feet of the AWOS clear of obstructions that would affect the ability of the sensors to collect accurate readings. The proposed Anthem Park development, when constructed, would cause the existing AWOS to not meet FAA standards for that 1,000 feet radius. To accommodate for this future development, it is necessary to relocate the AWOS to a location that will meet FAA standards for weather data collection.

Staff has negotiated a professional services agreement with Garver, LLC, in the amount of \$73,900, for the project administration, design services, FAA Coordination, and bidding services for the AWOS Relocation at Skylark Field.

THE ALTERNATIVES CONSIDERED:

1. Disapprove the agreement.
2. Approve the agreement.

Which alternative is recommended? Why?

Alternative 2 is recommended because:

1. The Garver team is the Airport engineer of record and was selected via a competitive process.
2. This choice offers the most experienced team fully cognizant of FAA requirements for

projects at Killeen-Fort Hood Regional Airport and Skylark Field.

3. Project is funded through the City of Killeen's Tax Increment Reinvestment Zone #2 (TIRZ #2) with no impact to the Aviation Department operating fund or fund balance.

CONFORMITY TO CITY POLICY:

This item conforms to local and state policies.

FINANCIAL IMPACT:

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

The expenditure for Alternative 2 in the current fiscal year is \$73,900.

Is this a one-time or recurring expenditure?

One-time

Is this expenditure budgeted?

Yes, funding will be available in the TIRZ #2 Fund in account 235-8940-493.69-01.

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:

Staff recommends City Council approve a professional service agreement with Garver, LLC in the amount of \$73,900 and recommends that the City Council authorize the City Manager, or designee, to execute all contract documents and any and all change orders or actions within the amounts set by state and local law.

DEPARTMENTAL CLEARANCES:

Finance
Legal
Purchasing

ATTACHED SUPPORTING DOCUMENTS:

Agreement
Certificate of Interested Parties



285 SE Inner Loop
Suite 110
Georgetown, TX 78626
TEL 512.485.0020
FAX 512.485.0021
www.GarverUSA.com

January 25, 2023

Mike Wilson
Killeen-Fort Hood Regional Airport (KFHRA)
8101 S Clear Creek Road
Killeen, TX 76549

Re: Engineering Design Services Proposal and Contract for
Skylark Field (ILE) Relocate Existing AWOS

Dear Mr. Wilson,

We appreciate the opportunity to serve the Skylark Field Airport with the AWOS Relocation project. We have assessed the project scope to develop a proposed contract including the scope of services and fee.

Please call me if you have any questions.

Sincerely,

GARVER

Derek Mayo, P.E., PMP
Senior Project Manager

Attachments: ILE AWOS Relocation Contract



THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made as of the Effective Date by and between the **City of Killeen** (hereinafter referred to as “**Owner**”), and **Garver, LLC** (hereinafter referred to as “**Garver**” or “**Engineer**”). Owner and Garver may individually be referred to herein after as a “**Party**” and/or “**Parties**” respectively.

RECITALS

WHEREAS, Owner intends to Relocate Existing AWOS at Skylark Field (ILE) (the “**Project**”).

WHEREAS, Garver will provide professional Services related to the Project as further described herein.

NOW THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS GARVER

In addition to other defined terms used throughout this Agreement, when used herein, the following capitalized terms have the meaning specified in this Section

“**Effective Date**” means the date last set forth in the signature lines below.

“**Damages**” means any and all damages, liabilities, or costs (including reasonable attorneys’ fees recoverable under applicable law).

“**Hazardous Materials**” means any substance that, under applicable law, is considered to be hazardous or toxic or is or may be required to be remediated, including: (i) any petroleum or petroleum products, radioactive materials, asbestos in any form that is or could become friable, (ii) any chemicals, materials or substances which are now or hereafter become defined as or included in the definition of “hazardous substances,” “hazardous wastes,” “hazardous materials,” “extremely hazardous wastes,” “restricted hazardous wastes,” “toxic substances,” “toxic pollutants,” or any words of similar import pursuant to applicable law; or (iii) any other chemical, material, substance or waste, exposure to which is now or hereafter prohibited, limited or regulated by any governmental instrumentality, or which may be the subject of liability for damages, costs or remediation.

“**Personnel**” means affiliates, directors, officers, partners, members, employees, and agents.

2. SCOPE OF SERVICES

2.1. Services. Owner hereby engages Garver to perform the scope of service described in Exhibit A attached hereto (“**Services**”). Execution of this Agreement by Owner constitutes Owner’s written authorization to proceed with the Services. In consideration for such Services, Owner agrees to pay Garver in accordance with Section 3 below.

3. PAYMENT

3.1. Fee.



For the Services described under Section 2.1, Owner will pay Garver in accordance with this Section 3 and Exhibit B. Owner represents that funding sources are in place with the available funds necessary to pay Garver in accordance with the terms of this Agreement.

3.2. Invoicing Statements. Garver shall invoice Owner on a monthly basis. Such invoice shall include supporting documentation reasonably necessary for Owner to know with reasonable certainty the proportion of Services accomplished.

3.3. Payment.

3.3.1. Due Date. Owner shall pay Garver all undisputed amounts within thirty (30) days after receipt of an invoice. Owner shall provide notice in writing of any portion of an invoice that is disputed in good faith within fifteen (15) days of receipt of an invoice. Garver shall promptly work to resolve any and all items identified by Owner relating to the disputed invoice. All disputed portions shall be paid promptly upon resolution of the underlying dispute.

3.3.2. If any undisputed payment due Garver under this Agreement is not received within forty-five (45) days from the date of an invoice, Garver may elect to suspend Services under this Agreement without penalty.

3.3.3. Payments due and owing that are not received within thirty (30) days of an invoice date will be subject to interest at the lesser of a one percent (1%) monthly interest charge (compounded) or the highest interest rate permitted by applicable law.

4. AMENDMENTS

4.1. Amendments. Garver shall be entitled to an equitable adjustment in the cost and/or schedule for circumstances outside the reasonable control of Garver, including modifications in the scope of Services, applicable law, codes, or standards after the Effective Date ("Amendment"). As soon as reasonably possible, Garver shall forward a formal Amendment to Owner with backup supporting the Amendment. All Amendments should include, to the extent know and available under the circumstances, documentation sufficient to enable Owner to determine: (i) the factors necessitating the possibility of a change; (ii) the impact which the change is likely to have on the cost to perform the Services; and (iii) the impact which the change is likely to have on the schedule. All Amendments shall be effective only after being signed by the designated representatives of both Parties. Garver shall have no obligation to perform any additional services created by such Amendment until a mutually agreeable Amendment is executed by both Parties.

5. OWNER'S RESPONSIBILITIES

5.1. In connection with the Project, Owner's responsibilities shall include the following:

5.1.1. Those responsibilities set forth in Exhibit A.

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



subject to any express limitations or reservations applicable to the furnished items as further set forth in Exhibit A.

5.1.3. Owner shall give prompt written notice to Garver whenever Owner observes or otherwise becomes aware of the presence at the Project site of any Hazardous Materials or any relevant, material defect, or nonconformance in: (i) the Services; (ii) the performance by any contractor providing or otherwise performing construction services related to the Project; or (iii) Owner's performance of its responsibilities under this Agreement.

5.1.4. Owner agrees to allow the contractor to include "Garver, LLC" as an additional insured under the contractor's indemnity obligations included in the construction contract documents.

5.1.5. Owner will not directly solicit any of Garver's Personnel during performance of this Agreement.

6. GENERAL REQUIREMENTS

6.1. Standards of Performance.

6.1.1. Industry Practice. Garver shall perform any and all Services required herein in accordance with generally accepted practices and standards employed by the applicable United States professional services industries as of the Effective Date practicing under similar conditions and locale. Such generally accepted practices and standards are not intended to be limited to the optimum practices, methods, techniques, or standards to the exclusion of all others, but rather to a spectrum of reasonable and prudent practices employed by the United States professional services industry.

6.1.2. Owner shall not be responsible for discovering deficiencies in the technical accuracy of Garver's services. Garver shall promptly correct deficiencies in technical accuracy without the need for an Amendment unless such corrective action is directly attributable to deficiencies in Owner-furnished information.

6.1.3. On-site Services. Garver and its representatives shall comply with Owner's and its separate contractor's Project-specific safety programs, which have been provided to Garver in writing in advance of any site visits.

6.1.4. Relied Upon Information: Garver may use or rely upon design elements and information ordinarily or customarily furnished by others including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

6.1.5. Aside from Garver's direct subconsultants, Garver shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Garver have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any such contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a contractor to comply with laws and regulations applicable to that contractor's services. Garver shall not be responsible for the acts or omissions of any contractor for whom it does not have a direct contract. Garver neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the construction contract documents applicable to the contractor's work, even when Garver is performing construction phase services.



6.1.6. In no event is Garver acting as a “municipal advisor” as set forth in the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission. Consequently, Garver’s Services expressly do not include providing advice pertaining to insurance, legal, finance, surety-bonding, or similar services.

6.2. Instruments of Service.

6.2.1. Deliverables. All reports, specifications, record drawings, models, data, and all other information provided by Garver or its subconsultants, which is required to be delivered to Owner under Exhibit A (the “**Deliverables**”), shall become the property of Owner subject to the terms and conditions stated herein.

6.2.2. Electronic Media. Owner hereby agrees that all electronic media, including CADD files (“**Electronic Media**”), are tools used solely for the preparation of the Deliverables. Upon Owner’s written request, Garver will furnish to Owner copies of Electronic Media to the extent included as part of the Services. In the event of an inconsistency or conflict in the content between the Deliverables and the Electronic Media, however, the Deliverables shall take precedence in all respects. Electronic Media is furnished without guarantee of compatibility with the Owner’s software or hardware. Because Electronic Media can be altered, either intentionally or unintentionally, by transcription, machine error, environmental factors, or by operators, it is agreed that, to the extent permitted by applicable law, Owner shall indemnify and hold Garver, Garver’s subconsultants, and their Personnel harmless from and against any and all claims, liabilities, damages, losses, and costs, including, but not limited to, costs of defense arising out of changes or modifications to the Electronic Media form in Owner’s possession or released to others by Owner. Garver’s sole responsibility and liability for Electronic Media is to furnish a replacement for any non-functioning Electronic Media for reasons solely attributable to Garver within thirty (30) days after delivery to Owner.

6.2.3. Property Rights. All intellectual property rights of a Party, including copyright, patent, and reuse (“**Intellectual Property**”), shall remain the Intellectual Property of that Party. Garver shall obtain all necessary Intellectual Property from any necessary third parties in order to execute the Services. Any Intellectual Property of Garver or any third party embedded in the Deliverables shall remain so imbedded and may not be separated therefrom.

6.2.4. License. Upon Owner fulfilling its payment obligations under this Agreement, Garver hereby grants Owner a license to use the Intellectual Property, but only in the operation and maintenance of the Project for which it was provided. Use of such Intellectual Property for modification, extension, or expansion of this Project or on any other project, unless under the direction of Garver, shall be without liability to Garver and Garver’s subconsultants. To the extent permitted by applicable law, Owner shall indemnify and hold Garver, Garver’s subconsultants, and their Personnel harmless from and against any and all claims, liabilities, damages, losses, and costs, including but not limited to costs of defense arising out of Owner’s use of the Intellectual Property contrary to the rights permitted herein.

6.3. Opinions of Cost.



- 6.3.1. Since Garver has no control over: (i) the cost of labor, materials, equipment, or services furnished by others; (ii) the contractor or its subcontractor(s)' methods of determining prices; (iii) competitive bidding; (iv) market conditions; or (v) similar material factors, Garver's opinions of Project costs or construction costs provided pursuant to Exhibit A, if any, are to be made on the basis of Garver's experience and qualifications and represent Garver's reasonable judgment as an experienced and qualified professional engineering firm, familiar with the construction industry; but Garver cannot and does not guarantee that proposals, bids, or actual Project or construction costs will not vary from estimates prepared by Garver.
- 6.3.2. Owner understands that the construction cost estimates developed by Garver do not establish a limit for the construction contract amount. If the actual amount of the low construction bid or resulting construction contract exceeds the construction budget established by Owner, Garver will not be required to re-design the Services without additional compensation. In the event Owner requires greater assurances as to probable construction cost, then Owner agrees to obtain an independent cost estimate.
- 6.4. Underground Utilities. Except to the extent expressly included as part of the Services, Garver will not provide research regarding utilities or survey utilities located and marked by their owners. Furthermore, since many utility companies typically will not locate and mark their underground facilities prior to notice of excavation, Garver is not responsible for knowing whether underground utilities are present or knowing the exact location of such utilities for design and cost estimating purposes. In no event is Garver responsible for damage to underground utilities, unmarked or improperly marked, caused by geotechnical conditions, potholing, construction, or other contractors or subcontractors working under a subcontract to this Agreement.
- 6.5. Design without Construction Phase Services.
- 6.5.1. If the Owner requests in writing that Garver provide any specific construction phase services or assistance with resolving disputes or other subcontractor related issues, and if Garver agrees to provide such services, then Garver shall be compensated for the services as an Amendment in accordance with Sections 4 and 10.2.
- 6.5.2. Garver shall be responsible only for those construction phase Services expressly set forth in Exhibit A, if any. With the exception of such expressly required Services, Garver shall have no responsibility or liability for any additional construction phase services, including review and approval of payment applications, design, shop drawing review, or other obligations during construction. Owner assumes all responsibility for interpretation of the construction contract documents and for construction observation and supervision and waives any claims against Garver that may be in any way connected thereto.
- 6.5.3. Owner agrees, to the fullest extent permitted by law, to indemnify and hold Garver, Garver's subconsultants, and their Personnel harmless from any loss, claim, or cost, including reasonable attorneys' fees and costs of defense, arising or resulting from the performance of such construction phase services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments, or changes made to the construction contract documents to reflect changed field or other conditions, except to the extent such claims arise from the negligence of Garver in performance of the Services.



6.6. Hazardous Materials. Nothing in this Agreement shall be construed or interpreted as requiring Garver to assume any role in the identification, evaluation, treatment, storage, disposal, or transportation of any Hazardous Materials. Notwithstanding any other provision to the contrary in this Agreement and to the fullest extent permitted by law, Owner shall indemnify and hold Garver and Garver's subconsultants, and their Personnel harmless from and against any and all losses which arise out of the performance of the Services and relating to the regulation and/or protection of the environment including without limitation, losses incurred in connection with characterization, handling, transportation, storage, removal, remediation, disturbance, or disposal of Hazardous Material, whether above or below ground.

6.7. Confidentiality. Owner and Garver shall consider: all information provided by the other Party that is marked as "Confidential Information" or "Proprietary Information" or identified as confidential pursuant to this Section 6.7 in writing promptly after being disclosed verbally to be Confidential Information. Except as legally required, Confidential Information shall not be discussed with or transmitted to any third parties, except on a "need to know basis" with equal or greater confidentiality protection or written consent of the disclosing Party. Confidential Information shall not include and nothing herein shall limit either Party's right to disclose any information provided hereunder which: (i) was or becomes generally available to the public, other than as a result of a disclosure by the receiving Party or its Personnel; (ii) was or becomes available to the receiving Party or its representatives on a non-confidential basis, provided that the source of the information is not bound by a confidentiality agreement or otherwise prohibited from transmitting such information by a contractual, legal, or fiduciary duty; (iii) was independently developed by the receiving Party without the use of any Confidential Information of the disclosing Party; or (iv) is required to be disclosed by applicable law or a court order. All confidentiality obligations hereunder shall expire three (3) years after completion of the Services. Nothing herein shall be interpreted as prohibiting Garver from disclosing general information regarding the Project for future marketing purposes. Notwithstanding anything to the contrary, City is a governmental entity subject to Texas Public Information Act and shall abide by said Act and opinions of the Attorney General interpreting the same.

7. INSURANCE

7.1. Insurance.

7.1.1. Garver shall procure and maintain insurance as set forth in Exhibit C until completion of the Service. Garver shall name Owner as an additional insured on Garver's General Liability policy to the extent of Garver's indemnity obligations provided in Section 9 of this Agreement.

7.1.2. Garver shall furnish Owner a certificate of insurance evidencing the insurance coverages required in Exhibit C.

8. DOCUMENTS

8.1. Audit. Garver shall maintain all required records for the later of three (3) years after completion of the Services or Owner makes final payment and all other pending matters are closed. FAA, Owner, Comptroller General of the United States or any of their duly authorized representatives shall have access to any books, documents, papers and records of Garver which are directly pertinent to a specific grant program for the purpose of audit, examination, excerpts, and transcription. In no event shall Owner be entitled to audit the makeup of lump sum or other fixed prices (e.g., agreed upon unit or hour rates).



8.2. Delivery. After completion of the Project, and prior to final payment, Garver shall deliver to the Owner all original documentation prepared under this Agreement, and one (1) set of the record drawing construction plans updated to reflect changes. One (1) set of the record drawing construction plans will also be delivered to the FAA airport region office. In the event the Owner does not have proper storage facilities for the protection of the original drawings, the Owner may request Garver to retain the drawings with the provision that they will be made available upon written request.

9. INDEMNIFICATION / WAIVERS

9.1. Indemnification.

9.1.1. Garver Indemnity. Subject to the limitations of liability set forth in Section 9.2, Garver agrees to indemnify and hold Owner, and Owner's Personnel harmless from Damages due to bodily injury (including death) or third-party tangible property damage to the extent such Damages are caused by the negligent acts, errors, or omissions of Garver or any other party for whom Garver is legally liable, in the performance of the Services under this Agreement.

9.1.2. Owner Indemnity. Subject to the limitations of liability set forth in Section 9.2, to the extent allowed by law, Owner agrees to indemnify and hold Garver and Garver's subconsultants and their Personnel harmless from Damages due to bodily injury (including death) or third-party tangible property damage to the extent caused by the negligent acts, errors, or omissions of Owner or any other party for whom Owner is legally liable, in the performance of Owner's obligations under this Agreement.

9.1.3. In the event claims or Damages are found to be caused by the joint or concurrent negligence of Garver and the Owner, they shall be borne by each Party in proportion to its own negligence.

9.2. Waivers. Notwithstanding any other provision to the contrary, the Parties agree as follows:

9.2.1. THE PARTIES AGREE THAT ANY CLAIM OR SUIT FOR DAMAGES MADE OR FILED AGAINST THE OTHER PARTY WILL BE MADE OR FILED SOLELY AGAINST GARVER OR OWNER RESPECTIVELY, OR THEIR SUCCESSORS OR ASSIGNS, AND THAT NO PERSONNEL SHALL BE PERSONALLY LIABLE FOR DAMAGES UNLESS THE INDIVIDUAL IS DETERMINED TO BE ACTING OUTSIDE THE SCOPE OF EMPLOYMENT.

9.2.2. MUTUAL WAIVER. TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER OWNER, GARVER, NOR THEIR RESPECTIVE PERSONNEL SHALL BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES, OR DAMAGES ARISING FROM OR IN CONNECTION WITH LOSS OF USE, LOSS OF REVENUE OR PROFIT (ACTUAL OR ANTICIPATED), LOSS BY REASON OF SHUTDOWN OR NON-OPERATION, INCREASED COST OF CONSTRUCTION, COST OF CAPITAL, COST OF REPLACEMENT POWER OR CUSTOMER CLAIMS, AND OWNER HEREBY RELEASES GARVER, AND GARVER RELEASES OWNER, FROM ANY SUCH LIABILITY.

9.2.3. LIMITATION. IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS OF THE PROJECT TO BOTH THE OWNER AND GARVER, OWNER HEREBY AGREES THAT



GARVER'S AND ITS PERSONNEL'S TOTAL LIABILITY UNDER THE AGREEMENT SHALL BE LIMITED TO PROCEEDS RECEIVED FROM INSURANCE PROVIDED UNDER EXHIBIT C OF THIS AGREEMENT.

9.2.4. NO OTHER WARRANTIES. NO OTHER WARRANTIES OR CAUSES OF ACTION OF ANY KIND, WHETHER STATUTORY, EXPRESS OR IMPLIED (INCLUDING ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ALL WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE) SHALL APPLY. OWNER'S EXCLUSIVE REMEDIES AND GARVER'S ONLY OBLIGATIONS ARISING OUT OF OR IN CONNECTION WITH DEFECTIVE SERVICES (PATENT, LATENT OR OTHERWISE), WHETHER BASED IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR OTHERWISE, SHALL BE THOSE STATED IN THE AGREEMENT.

9.2.5. THE LIMITATIONS SET FORTH IN SECTION 9.2 APPLY REGARDLESS OF WHETHER THE CLAIM IS BASED IN CONTRACT, TORT, OR NEGLIGENCE INCLUDING GROSS NEGLIGENCE, STRICT LIABILITY, WARRANTY, INDEMNITY, ERROR AND OMISSION, OR ANY OTHER CAUSE WHATSOEVER.

10. DISPUTE RESOLUTION

10.1. Any controversy or claim ("**Dispute**") arising out of or relating to this Agreement or the breach thereof shall be resolved in accordance with the following:

10.1.1. Any Dispute that cannot be resolved by the project managers of Owner and Garver may, at the request of either Party, be referred to the senior management of each Party. If the senior management of the Parties cannot resolve the Dispute within thirty (30) days after such request for referral, then either Party may request mediation. If both Parties agree to mediation, it shall be scheduled at a mutually agreeable time and place with a mediator agreed to by the Parties. Should mediation fail, should either Party refuse to participate in mediation, or should the scheduling of mediation be impractical, either Party may file for arbitration in lieu of litigation.

10.1.2. If both Parties agree to arbitration, said arbitration of the Dispute shall be administered by the American Arbitration Association ("AAA") in accordance with its Construction Industry Arbitration Rules. The arbitration shall be conducted by a single arbitrator, agreed to by the Parties. In no event may a demand for arbitration be made if the institution of legal or equitable proceedings based on such dispute is barred by the applicable statute of limitations.

10.1.3. The site of the arbitration shall be Bell County, Texas. Each Party hereby consents to the jurisdiction of the federal and state courts within whose district the site of arbitration is located for purposes of enforcement of this arbitration provision, for provisional relief in aid of arbitration, and for enforcement of any award issued by the arbitrator.

10.1.4. To avoid multiple proceedings and the possibility of inconsistent results, either Party may seek to join third parties with an interest in the outcome of the arbitration or to consolidate arbitration under this Agreement with another arbitration. Within thirty (30) days of receiving written notice of such a joinder or consolidation, the other Party may object. In the event of such an objection, the arbitrator shall decide whether the third party may be joined and/or whether the arbitrations may be consolidated. The arbitrator shall consider whether any entity will suffer prejudice as a result of or denial of the



proposed joinder or consolidation, whether the Parties may achieve complete relief in the absence of the proposed joinder or consolidation, and any other factors which the arbitrators conclude should factor on the decision.

10.1.5. The arbitrator shall have no authority to award punitive damages. Any award, order or judgment pursuant to the arbitration is final and may be entered and enforced in any court of competent jurisdiction.

10.1.6. The prevailing Party shall be entitled to recover its attorneys' fees, costs, and expenses, including arbitrator fees and costs and AAA fees and costs.

10.1.7. The foregoing arbitration provisions shall be final and binding, construed and enforced in accordance with the Federal Arbitration Act, notwithstanding the provisions of this Agreement specifying the application of other law. Pending resolution of any Dispute, unless the Agreement is otherwise terminated, Garver shall continue to perform the Services under this Agreement that are not the subject of the Dispute, and Owner shall continue to make all payments required under this Agreement that are not the subject of the Dispute.

10.2. Litigation Assistance. This Agreement does not include costs of Garver for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by Owner, unless litigation assistance has been expressly included as part of Services. In the event Owner requests such services of Garver, this Agreement shall be amended in writing by both Owner and Garver to account for the additional services and resulting cost in accordance with Section 4.

11. TERMINATION

11.1. Termination for Convenience. Owner shall have the right at its sole discretion to terminate this Agreement for convenience at any time upon giving Garver ten (10) days' written notice. In the event of a termination for convenience, Garver shall bring any ongoing Services to an orderly cessation. Owner shall compensate Garver in accordance with Exhibit B for: (i) all Services performed and reasonable costs incurred by Garver on or before Garver's receipt of the termination notice, including all outstanding and unpaid invoices, (ii) all costs reasonably incurred to bring such Services to an orderly cessation.

11.2. Termination for Cause. This Agreement may be terminated by either Party in the event of failure by the other Party to perform any material obligation in accordance with the terms hereof. Prior to termination of this Agreement for cause, the terminating Party shall provide at least seven (7) business days written notice and a reasonable opportunity to cure to the non-performing Party. In all events of termination for cause due to an event of default by the Owner, Owner shall pay Garver for all Services properly performed prior to such termination in accordance with the terms, conditions and rates set forth in this Agreement.

11.3. Termination in the Event of Bankruptcy. Either Party may terminate this Agreement immediately upon notice to the other Party, and without incurring any liability, if the non-terminating Party has: (i) been adjudicated bankrupt; (ii) filed a voluntary petition in bankruptcy or had an involuntary petition filed against it in bankruptcy; (iii) made an assignment for the benefit of creditors; (iv) had a trustee or receiver appointed for it; (v) becomes insolvent; or (vi) any part of its property is put under receivership.



12. MISCELLANEOUS

- 12.1. Governing Law. This Agreement is governed by the laws of the State of Texas, without regard to its choice of law provisions.
- 12.2. Successors and Assigns. Owner and Garver each bind themselves and their successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement; neither Owner nor Garver shall assign, sublet, or transfer their interest in this Agreement without the written consent of the other, which shall not be unreasonably withheld or delayed.
- 12.3. Independent Contractor. Garver is and at all times shall be deemed an independent contractor in the performance of the Services under this Agreement.
- 12.4. No Third-Party Beneficiaries. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than Owner and Garver. This Agreement does not contemplate any third-party beneficiaries.
- 12.5. Entire Agreement. This Agreement constitutes the entire agreement between Owner and Garver and supersedes all prior written or oral understandings and shall be interpreted as having been drafted by both Parties. This Agreement may be amended, supplemented, or modified only in writing by and executed by both Parties.
- 12.6. Severance. The illegality, unenforceability, or occurrence of any other event rendering a portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision of this Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void.
- 12.7. Counterpart Execution. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together constitute one Agreement. Delivery of an executed counterpart of this Agreement by fax or transmitted electronically in legible form, shall be equally effective as delivery of a manually executed counterpart of this Agreement.

13. EXHIBITS

- 13.1. The following Exhibits are attached to and made a part of this Agreement:

- Exhibit A – Scope of Services
- Exhibit B – Compensation Schedule
- Exhibit C – Insurance
- Exhibit D – Mandatory Federal Contract Provisions for Professional Services Contracts
- Exhibit E – State of Texas Requirements
- Exhibit F – Certification of Engineer
- Exhibit G – Conceptual Layout

Owner and Garver, by signing this Agreement, acknowledges that they have independently assured themselves and confirms that they individually have examined all Exhibits, and agrees that all of the aforesaid Exhibits shall be considered a part of this Agreement and agrees to be bound to the terms, provisions, and other requirements thereof, unless specifically excluded.



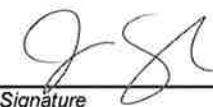
Acceptance of this proposed Agreement is indicated by an authorized agent of the Owner signing in the space provided below. Please return one signed original of this Agreement to Garver for our records.

IN WITNESS WHEREOF, Owner and Garver have executed this Agreement effective as of the date last written below.

City of Killeen, TX

Garver, LLC

By: _____
Signature 

By: _____
Signature 

Name: Kent Cagle
Printed Name

Name: Josh Crawford
Printed Name

Title: City Manager

Title: Vice President

Date: _____

Date: 1/27/2023

Attest: _____
Laura Calcote

Attest:  _____



**EXHIBIT A
Skylark Field
Relocate Existing AWOS
(SCOPE OF SERVICES)**

Generally, the Scope of Services includes the following professional services for improvements to the AWOS System at Skylark Airport in Killeen, TX. Improvements will consist primarily of relocation of the existing AWOS system to the eastern side of the airfield.

- Project Administration
- Design Services
 - 30% Preliminary Engineering Report
 - Final Design (includes Issue for Bid Documents)
- Bidding Services

1. PROJECT ADMINISTRATION

1.1. Garver will serve as the Owner's representative for the project and furnish consultation and advice to the Owner during the performance of this service. Garver will attend conferences alone or with Owner's representatives, local officials, state and federal agencies, and others regarding the scope of the proposed project, its general design, functions, and impacts.

2. DESIGN SERVICES

2.1. General: Garver will prepare detailed construction drawings, specifications, instructions to bidders, and general provisions and special provisions, all based on guides furnished to Garver by the Owner and FAA, or internally developed by Garver. Contract Documents (Plans, Specifications, and Estimates) will be prepared for award of one (1) construction contract. These designs shall conform to the standards of practice ordinarily used by members of Garver's profession practicing under similar conditions and shall be submitted to the FAA office from which approval must be obtained.

2.2. Owner / Agency Coordination: Garver's project manager and/or design team will coordinate with the Owner as necessary to coordinate design decisions, site visits, document procurement, or other design needs.

2.2.1. Reimbursable Agreement: Garver will assist with the development of a new FAA design and/or construction Reimbursable Agreement(s) (RA) for the FAA facilities construction work required by the applicable work within the project limits. The design RA will require coordination work responsibilities directly with the appropriate FAA lead planner or other personnel prior to design services. The construction RA will require execution prior to bidding to coordinate FAA Resident Engineer (RE) services within the construction schedule.

2.3. Quality Control

2.3.1. Garver will develop a project specific quality control plan. The quality control plan will include the project background and scope, stakeholder contact information, project team and roles, design criteria, project schedule, and quality control procedures.

2.3.2. Garver will complete a quality control review prior to any design submission to Owner and/or FAA.



2.4. Environmental Coordination

2.4.1. Since the site disturbance is minimal, a TCEQ permit will not be required, however Garver will design stormwater pollution prevention plan.

2.5. Airspace Analysis: Garver will prepare and submit the project to the FAA for permanent airspace clearance on the Obstruction Evaluation and Airport Airspace Analysis (OE/AAA) website and coordinate with FAA representatives.

2.6. Construction Safety and Phasing Plan

2.6.1. Garver will develop a construction safety and phasing plan (CSPP) for the project. During development of the CSPP, Garver will hold a meeting with Airport staff and other stakeholders at the Airport's request to obtain feedback regarding operations during each proposed phase of construction.

2.6.2. After receiving comments from the meeting, Garver will develop a preliminary CSPP for the Owner's review prior to submission to the FAA. After incorporating Owner comments, the CSPP will be submitted to FAA for review through the OE/AAA website.

2.7. Existing Conditions Review

2.7.1. Record Document Review: Garver will review record document data from the vicinity of the construction site to evaluate existing conditions. Record document data may include record drawings, record surveys, utility maps, GIS data, and previous design reports.

2.7.2. Site Visits: Garver's civil and electrical engineers will perform up to two (2) site visits to the project site to review existing conditions and evaluate survey and record document data.

2.8. Grading and Drainage: Grading and drainage design shall be completed in accordance with FAA AC 150/5300-13 (Airport Design), FAA AC 150-5320-5 (Airport Drainage Design), and applicable local drainage codes.

2.9. Airfield Electrical

2.9.1. NAVAIDS: Garver will provide electrical engineering services for the relocation of FAA facilities, including the AWOS. Design meetings will be coordinated per Airport RA requirements with FAA NAVAIDS, FAA Communications, and local FAA SSC teams for a coordinated design package. FAA drawings, details, and technical specifications will be reviewed and incorporated into the project. In addition, Oncor primary power systems, which serve the FAA AWOS facility, will be designed to accommodate the relocation.

2.10. Utility Design and Coordination: It is expected that the following utilities will require relocation / modification as part of the project. Garver will coordinate with the Owner and applicable utility owners for utility relocation design. In addition to the utilities listed below, Garver will also design infrastructure for future utility extensions.

- Electric – Oncor



Garver will furnish plans to all known utility owners potentially affected by the project at each stage of development. Garver shall conduct coordination meetings among all known affected utility owners to enable them to coordinate efforts for any necessary utility relocations. Garver will include the surveyed locations of the observable and marked utilities in the construction plans. Garver will also include proposed and/or relocated utility information in the construction plans as provided by the utility companies.

2.11. Plan Set Development

The following matrix details the plan drawings to be included in each design submittal.

Plan Set	90% Final	100% Issued for Bid
Cover Sheet	X	X
Sheet Index	X	X
General Notes	X	X
Project Layout Plan	X	X
Survey Control Plan	X	X
Construction Safety Plans	X	X
Construction Safety Details	X	X
Existing Conditions Plans	X	X
Typical Sections	X	X
Paving Plans	X	X
Paving Details	X	X
Grading Plans	X	X
Grading Details	X	X
Electrical Notes	X	X
AWOS Removal Plans	X	X
AWOS Installation Plans	X	X
AWOS Details	X	X
Utility Installation Plans	X	X
Utility Details	X	X

2.12. Specifications and Contract Documents

2.12.1. Technical Specifications: Detailed specifications shall be developed using FAA "Standards for Specifying Construction for Airports" AC 150/5370-10 (latest edition) or other appropriate standards approved for use by the FAA. Additional supplementary specifications will be developed for project requirements not covered by FAA AC150/5370-10 or when state or local standards are approved by the FAA.

2.12.2. Construction Contract Documents: Garver will develop construction contract documents based on Owner provided template. A specimen copy of the General Provisions and applicable prevailing wage rates will be obtained by Garver from the



FAA and/or Department of Labor as appropriate for incorporation into the specifications for the proposed project. Final construction contract documents will be submitted to the Owner for final review and approval.

2.13. Preliminary Engineer's Report: Garver will prepare an Engineer's Report to outline the project's design criteria and design considerations. The report will discuss design decisions of all major project parameters. A summary of the sections to be included in the Engineer's Report are shown below:

- Executive Summary
- Project Background
- Existing Conditions
 - Project Photographs
- Applicable Standards
- Construction Safety and Phasing
- NAVAIDS
- Utility Design
- Miscellaneous Design Items
- Project Schedule
- Engineer's Opinion of Probable Cost
- Appendices

2.14. Quantities and Engineer's Opinion of Probable Cost: Garver will develop detailed quantities in PDF format for use in construction cost estimating for each design phase. Quantities will be completed by pay item. Upon the completion of quantity development, Garver will review previous cost data and market conditions and complete an Engineer's Opinion of Probable Cost.

2.15. Design Services Submission and Meeting Summary: The following design submittal phases shall be included in the fee summary. A summary of each design phase and the associated review meetings is included below.

2.15.1. 30% Preliminary Engineering Report

2.15.1.1. Garver will develop Preliminary Engineering Report and submit to the Owner for review. It is anticipated that the Owner will review the design submission within six (6) weeks.

2.15.1.2. At the completion of the Owner review period, Garver will meet with the Owner to review the Preliminary Engineering Report and to receive Owner comments and direction.

2.15.2. 90% Final Design

2.15.2.1. Garver will develop 90% final design plans, specifications, and engineer's report and submit these to the Owner for review. It is anticipated that the Owner will review the design submission within six (6) weeks.

2.15.2.2. At the completion of the Owner review period, Garver will meet with the Owner to review the 90% final design plans, specifications, and engineer's report and to receive Owner comments and direction.



2.15.3. 100% Issued for Bid (IFB): Garver will develop 100% IFB plans and specifications and submit these to the Owner for review. It is anticipated that the Owner will review the IFB submission within two weeks.

3. BIDDING SERVICES

- 3.1. Bidding. Garver will assist the Owner in advertising for and obtaining bids or negotiating proposals for one prime contract for construction, materials, equipment and services; and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend a pre-bid conference and receive and process deposits for Bidding Documents. The Owner will pay advertising costs outside of this contract.
- 3.2. Garver will issue addenda as appropriate to interpret, clarify or expand the Bidding Documents. Garver will consult with and advise the Owner as to the acceptability of subcontractors, suppliers and other persons and organizations proposed by the prime contractor(s) (herein called "Contractor(s)") for those portions of the work as to which such acceptability is required by the Bidding Documents. Garver will consult with the Owner concerning the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution prior to the award of contracts is allowed by the Bidding Documents.
- 3.3. Garver will attend the bid opening, prepare a bid tabulation, and assist the Owner in evaluating bids or proposals and in assembling and awarding contracts for construction, materials, equipment, and services. Garver will assist the Owner in the execution of all contract documents and furnish a sufficient number of executed documents for the Owner, Contractor and FAA.

4. PROJECT DELIVERABLES

- 4.1. The following deliverables will be submitted to the parties identified below. Unless otherwise noted below, all deliverables shall be electronic.
 - Preliminary Engineering Report to the Owner and FAA.
 - One hard copy to the Owner and FAA.
 - Final Design Plans, Specifications, and Report to the Owner and FAA.
 - 100% Issued for Bid Plans, Specifications, and Report to the Owner and FAA.
 - Issued for Construction Plans and Specifications to the Owner, Contractor, and FAA.
 - Three hard copies to the Contractor
 - One copy to the FAA
 - Construction Management Plan to the Owner and FAA
 - Other electronic files as requested.

5. ADDITIONAL SERVICES

- 5.1. The following items are not included under this agreement but will be considered as additional services to be added under Amendment if requested by the Owner.
 - Redesign for the Owner's convenience or due to changed conditions after previous alternate direction and/or approval.
 - Geotechnical investigations and reports.
 - ALTA/ACSM Surveys and as-built surveys including GIS surveys are specifically excluded.
 - Deliverables beyond those listed herein.
 - Design of any utility relocation.



- Electrical design beyond that required for the relocation of the AWOS.
- Modifications to equipment within the airfield lighting vault.
- Underground utility locating and marking including determining the location or elevation of existing underground utilities or any other underground obstruction.
- Engineering, architectural, or other professional services beyond those listed herein.
- Retaining walls or other significant structural design.
- Preparation of a Storm Water Pollution Prevention Plan (SWPPP). The construction contract documents will require the Contractor to prepare, maintain, and submit a SWPPP to TDEQ.
- Construction Administration Services, On-Site Construction Observation, and/or Construction Materials Testing.
- Environmental Handling and Documentation, including wetlands identification or mitigation plans or other work related to environmentally or historically (culturally) significant items.
- Coordination with FEMA and preparation/submittal of a CLOMR and/or LOMR.
- Services after construction, such as warranty follow-up, operations support, and Part 139 inspection support.

6. SCHEDULE

6.1. Garver shall begin work under this Agreement within ten (10) days of execution of this Agreement and shall complete the work in accordance with the schedule below:

Design Phase	Duration
30% Preliminary Engineering Report	6 weeks* from Agreement Execution
Final Design	6 weeks* from Receipt of 30% Preliminary Engineering Report Comments
100% Issued for Bid	2 weeks* from Receipt of 90% Final Design Comments

*Note, scheduled design phase duration shall be increased if holidays occur within the time period by the number of holidays. This includes all federal holidays along with Christmas Eve, the Day after Thanksgiving, and New Year's Eve. Also, these durations, do not include days for stakeholder review and development of comments.

Exhibit B

City of Killeen KILE AWOS Relocation

FEE SUMMARY

Title I Service	Fee Type	Estimated Fees
Preliminary	Lump Sum	\$ 26,300.00
Final Design	Lump Sum	\$ 37,300.00
Bidding Services	Lump Sum	\$ 10,300.00
Subtotal for Title I Service		\$ 73,900.00
Total All Services		\$ 73,900.00

Exhibit B

**City of Killeen
KILE AWOS Relocation**

Preliminary Engineers Report

WORK TASK DESCRIPTION	E-5	E-4	E-1	D-3	AM-1
	hr	hr	hr	hr	hr

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$577.00
Postage/Freight/Courier	\$50.00
Office Supplies/Equipment	\$50.00
Computer Modeling/Software Use	\$100.00
Travel Costs	\$400.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$1,177.00

SUBTOTAL: \$26,300.00

SUBCONSULTANTS FEE: \$0.00

TOTAL FEE: \$26,300.00

Exhibit B

City of Killeen KILE AWOS Relocation

Final Design

WORK TASK DESCRIPTION	E-5	E-4	E-1	D-3	AM-1
	hr	hr	hr	hr	hr
1. Project Administration					
Project Management	1				1
Coordination with Client and FAA		6	2		
Coordination with (Utility Company)		2	4		
Internal (Weekly) Progress Meetings (4)		2	2		
Prepare for Final Plan Review Meeting		2			
Attend Final Plan Review Meeting (2 People, virtual)		2			
Prepare and Distribute Final Review Meeting Minutes and Tasks		2			
Coordinate with City on Land Use and Development Planning	8		16		
Subtotal - Project Administration	9	16	24	0	1
2. Civil Engineering					
Incorporate (Owner/FAA) CSPP Comments			1		
Prepare Final Construction Safety and Phasing Plan		1	1		
CSPP Submission to FAA Through OEAAA			1		
Develop Geometric Layout			1		
Develop Horizontal Alignments			1		
Develop Vertical Alignments			1		
Develop Assemblies			1		
Develop Corridor Model			1		
FAA Design Checklist		1			
Final Plans					
Cover Sheet				0.5	
Sheet Index				0.5	
General Notes				0.5	
Project Layout Plan		1		0.5	
Survey Control Plan				0.5	
Construction Safety Plans		1		1	
Construction Safety Details				1	
Existing Conditions Plans				1	
Erosion Control Plans				1	
Erosion Control Details				1	
Typical Sections				1	
Paving Plans, Details, Sections				4	
Develop Final Construction Contract Documents		2			
Develop Final Technical Specifications		1	1		
Develop Final Supplemental Specifications		1	1		
Develop Final Quantities			1		
Develop Final Opinions of Probable Construction Costs			1		
Internal Quality Control (QC) Review	1	1	1		
Incorporate QC Review Comments		1	1		
Incorporate Final (Owner/FAA) Review Comments		1	1		
Prepare Issue for Bid Drawings and Specs	1	2	4		
Subtotal - Civil Engineering	2	13	19	12.5	0
3. Electrical Engineering					
Update Voltage Drop Calculations			1		
Update One-Line Diagram		1	2		

Exhibit B

**City of Killeen
KILE AWOS Relocation**

Final Design

Coordination with Utility		4	6		
Final Plans					
Electrical Notes		1	2		
AWOS Removal Plans		4	8	4	
AWOS Installation Plans		6	8	4	
AWOS Details		2	4	2	
Develop Final Technical Specifications		4	2		
Develop Final Supplemental Specifications		4	2		
Develop Final Quantities		2	4		
Develop Final Opinions of Probable Construction Costs		1	2		
Internal Quality Control (QC) Review	2	1	1		
Incorporate QC Review Comments		1	2		
Incorporate Final (Owner/FAA/State) Review Comments		1	2		
Prepare Issue for Bid Drawings and Specs	1	2	4		
Subtotal - Electrical Engineering	3	34	50	10	0
Hours	14	63	93	22.5	1

SUBTOTAL - SALARIES: \$36,127.00

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$573.00
Postage/Freight/Courier	\$50.00
Office Supplies/Equipment	\$50.00
Computer Modeling/Software Use	\$100.00
Travel Costs	\$400.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$1,173.00

SUBTOTAL: \$37,300.00

SUBCONSULTANTS FEE: \$0.00

TOTAL FEE: \$37,300.00



**EXHIBIT C
(INSURANCE)**

Pursuant to Section 7.1 of the Agreement, Garver shall maintain the following schedule of insurance until completion of the Services:

Worker's Compensation	Statutory Limit
Automobile Liability	
Combined Single Limit (Bodily Injury and Property Damage)	\$500,000
General Liability	
Each Occurrence	\$1,000,000
Aggregate	\$2,000,000
Professional Liability	
Each Claim Made	\$1,000,000
Annual Aggregate	\$2,000,000
Excess of Umbrella Liability	
Per Occurrence	\$1,000,000
General Aggregate	\$1,000,000



APPENDIX D

MANDATORY FEDERAL CONTRACT PROVISIONS FOR PROFESSIONAL SERVICES CONTRACTS

1. ACCESS TO RECORDS AND REPORTS

The Engineer must maintain an acceptable cost accounting system. The Engineer agrees to provide the sponsor, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized representatives, access to any books, documents, papers, and records of the Engineer which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Engineer agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

2. CIVIL RIGHTS - GENERAL

In all its activities within the scope of its airport program, the Engineer agrees to comply with pertinent statutes, Executive Orders and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, creed, color, national origin (including limited English proficiency), sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

This provision binds the Engineer and subconsultants from the solicitation period through the completion of the contract.

3. CIVIL RIGHTS – TITLE VI ASSURANCE

During the performance of this contract, the Engineer, for itself, its assignees, and successors in interest (hereinafter referred to as the “Engineer”) agrees as follows:

- I. Compliance with Regulations: The Engineer (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- II. Non-discrimination: The Engineer, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subconsultants, including procurements of materials and leases of equipment. The Engineer will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- III. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subconsultant or supplier will be notified by the Engineer of the Engineer’s



obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

- IV. Information and Reports: The Engineer will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a Engineer is in the exclusive possession of another who fails or refuses to furnish the information, the Engineer will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- V. Sanctions for Noncompliance: In the event of an Engineer's noncompliance with the non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
- a. Withholding payments to the Engineer under the contract until the Engineer complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
- VI. Incorporation of Provisions: The Engineer will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Engineer will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Engineer becomes involved in, or is threatened with litigation by a subconsultant, or supplier because of such direction, the Engineer may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Engineer may request the United States to enter into the litigation to protect the interests of the United States.

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);



- The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

4. CLEAN AIR AND WATER POLLUTION CONTROL

Engineer agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 740-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). The Engineer agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

5. DEBARMENT AND SUSPENSION

By submitting a bid/proposal under this solicitation, the Engineer certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.



6. DISADVANTAGED BUSINESS ENTERPRISE

The Engineer or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Engineer shall carry out applicable requirements of 49 CFR part 26 in the award and administration of Department of Transportation-assisted contracts. Failure by the Engineer to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Owner deems appropriate, which may include, but is not limited to:

- 1) Withholding monthly progress payments;
- 2) Assessing sanctions;
- 3) Liquidated damages; and/or
- 4) Disqualifying the Engineer from future bidding as non-responsible.

The Engineer to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contractor receives from the Owner. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Owner. This clause applies to both DBE and non-DBE subcontractors.

The Engineer must not terminate a DBE subcontractor listed in response to without prior written consent of the Owner. This includes, but is not limited to, instances in which the prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

The Engineer shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains written consent from the Owner. Unless Owner consent is provided, the Engineer shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

The Owner may provide such written consent only if the Owner agrees, for reasons stated in the concurrence document, that the Engineer has good cause to terminate the DBE firm. For purposes of this paragraph, good cause includes the circumstances listed in 49 CFR §26.53.

Before transmitting to the Owner its request to terminate and/or substitute a DBE subcontractor, the Engineer must give notice in writing to the DBE subcontractor, with a copy to the Owner, of its intent to request to terminate and/or substitute, and the reason for the request.

The Engineer must give the DBE five days to respond to the prime contractor's notice and advise the Owner and the contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why the Owner should not approve the Engineer's action. If required in a particular case as a matter of public necessity (e.g., safety), the Owner may provide a response period shorter than five days.

In addition to post-award terminations, the provisions of this section apply to preaward deletions of or substitutions for DBE firms put forward by offerors in negotiated procurements.

7. DISTRACTED DRIVING



In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the Owner encourages the Engineer to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Engineer must include the substance of this clause in all sub-tier contracts exceeding \$10,000 and involve driving a motor vehicle in performance of work activities associated with the project.

8. EQUAL EMPLOYEMENT OPPORTUNITY (E.E.O.)

I. During the performance of this contract, the Engineer agrees as follows:

- (1) The Engineer will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Engineer 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. The Engineer 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) The Engineer will, in all solicitations or advertisements for employees placed by or on behalf of the Engineer, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The Engineer will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Engineer's legal duty to furnish information.
- (4) The Engineer 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 by the agency contracting officer, advising the said labor union or workers' representatives of the Engineer's commitments under this section 202 of Executive Order 11246 of September



24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- (5) The Engineer 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 Engineer 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 Engineer'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 Engineer 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 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 Engineer will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) 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 subconsultant or vendor. The Engineer 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 an Engineer becomes involved in, or is threatened with, litigation with a subconsultant or vendor as a result of such direction by the administering agency the Engineer may request the United States to enter into such litigation to protect the interests of the United States.

II. Standard Federal Equal Employment Opportunity Contract Specifications

(1) As used in these specifications:

- a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
- b. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;
- c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;
- d. "Minority" includes:
 - i. Black (all) persons having origins in any of the Black African racial groups not



of Hispanic origin);

- ii. Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race);
- iii. Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
- iv. American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

- (2) Whenever the Engineer, or any subconsultant at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
- (3) If the Engineer is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Engineers shall be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Engineer or subconsultant participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Engineers or subconsultants toward a goal in an approved Plan does not excuse any covered Engineer's or subconsultant's failure to take good faith efforts to achieve the Plan goals and timetables.
- (4) The Engineer shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Engineer should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction Engineers performing construction work in a geographical area where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Engineer is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
- (5) Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the Engineer has a collective bargaining agreement to refer either minorities or women shall excuse the Engineer's obligations under these specifications, Executive Order 11246 or the regulations promulgated pursuant thereto.



- (6) In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees shall be employed by the Engineer during the training period, and the Engineer shall have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees shall be trained pursuant to training programs approved by the U.S. Department of Labor.
- (7) The Engineer shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Engineer's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Engineer shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:
 - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Engineer's employees are assigned to work. The Engineer, where possible, will assign two or more women to each construction project. The Engineer shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Engineer's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Engineer or its unions have employment opportunities available, and maintain a record of the organizations' responses.
 - c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Engineer by the union or, if referred, not employed by the Engineer, this shall be documented in the file with the reason therefore along with whatever additional actions the Engineer may have taken.
 - d. Provide immediate written notification to the Director when the union or unions with which the Engineer has a collective bargaining agreement has not referred to the Engineer a minority person or female sent by the Engineer, or when the Engineer has other information that the union referral process has impeded the Engineer's efforts to meet its obligations.
 - e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Engineer's employment needs, especially those programs funded or approved by the Department of Labor. The Engineer shall provide notice of these programs to the sources compiled under 7b above.
 - f. Disseminate the Engineer's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Engineer in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report,



etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with onsite supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Engineer's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Engineer's EEO policy with other Engineers and subconsultants with whom the Engineer does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students; and to minority and female recruitment and training organizations serving the Engineer's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Engineer shall send written notification to organizations, such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a Engineer's workforce.
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
- l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Engineer's obligations under these specifications are being carried out.
- n. Ensure that all facilities and company activities are non-segregated except that separate or single user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
- o. Document and maintain a record of all solicitations of offers for subcontracts from



minority and female construction Engineers and suppliers, including circulation of solicitations to minority and female Engineer associations and other business associations.

- p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Engineer's EEO policies and affirmative action obligations.
- (8) Engineers are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of an Engineer association, joint Engineer union, Engineer community, or other similar groups of which the Engineer is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through 7p of these specifications provided that the Engineer actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Engineer's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Engineer. The obligation to comply, however, is the Engineer's and failure of such a group to fulfill an obligation shall not be a defense for the Engineer's noncompliance.
- (9) A single goal for minorities and a separate single goal for women have been established. The Engineer, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, if the particular group is employed in a substantially disparate manner (for example, even though the Engineer has achieved its goals for women generally, the Engineer may be in violation of the Executive Order if a specific minority group of women is underutilized.)
- (10) The Engineer shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (11) The Engineer shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
- (12) The Engineer shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Engineer who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
- (13) The Engineer, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Engineer fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.



(14) The Engineer shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone number, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, Engineers shall not be required to maintain separate records.

(15) Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

9. FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The Engineer has full responsibility to monitor compliance to the referenced statute or regulation. The Engineer must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division

10. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Engineer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Engineer retains full responsibility to monitor its compliance and their subconsultant's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Engineer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

11. TERMINATION OF CONTRACT

I. Termination for Convenience. The Owner may, by written notice to the Engineer, terminate this Agreement for its convenience and without cause or default on the part of Engineer. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Engineer must immediately discontinue all services affected.

Upon termination of the Agreement, the Engineer must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.



Owner agrees to make just and equitable compensation to the Engineer for satisfactory work completed up through the date the Engineer receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Engineer harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

- II. Termination for Default. Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

- a) Termination by Owner: The Owner may terminate this Agreement in whole or in part, for the failure of the Engineer to:

1. Perform the services within the time specified in this contract or by Owner approved extension;
2. Make adequate progress so as to endanger satisfactory performance of the Project;
3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Engineer must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Engineer must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Engineer for satisfactory work completed up through the date the Engineer receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Engineer harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

- b) Termination by Engineer: The Engineer may terminate this Agreement in whole or in part, if the Owner:

1. Defaults on its obligations under this Agreement;
2. Fails to make payment to the Engineer in accordance with the terms of this



Agreement;

3. Suspends the Project for more than 180 days due to reasons beyond the control of the Engineer.

Upon receipt of a notice of termination from the Engineer, Owner agrees to cooperate with Engineer for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner and Engineer cannot reach mutual agreement on the termination settlement, the Engineer may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner's breach of the contract.

In the event of termination due to Owner breach, the Engineer is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Engineer through the effective date of termination action. Owner agrees to hold Engineer harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

12. TRADE RESTRICTION CERTIFICATION

By submission of an offer, the Engineer certifies that with respect to this solicitation and any resultant contract, the Engineer –

- (1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR.);
- (2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and
- (3) has not entered into any subcontract for any product to be used on the Federal on the project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, § 1001.

The Engineer must provide immediate written notice to the Owner if the Engineer learns that its certification or that of a subconsultant was erroneous when submitted or has become erroneous by reason of changed circumstances. The Engineer must require subconsultants provide immediate written notice to the Engineer if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR § 30.17, no contract shall be awarded to an Engineer or subconsultant:

- (1) who is owned or controlled by one or more citizens or nationals of a foreign country included



on the list of countries that discriminate against U.S. firms published by the USTR. or

- (2) whose subconsultants are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list or
- (3) who incorporates in the public works project any product of a foreign country on such USTR list;

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of an Engineer is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Engineer agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Engineer may rely on the certification of a prospective subconsultant that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Engineer has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Engineer or subconsultant knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

13. VETERAN'S PREFERENCE

In the employment of labor (excluding executive, administrative, and supervisory positions), the Engineer and all sub-tier Engineers must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. § 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

14. TAX DELINQUENCY AND FELONY CONVICTIONS

The Engineer agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

- 1) The Engineer represents that it is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- 2) The Engineer represents that it is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Felony conviction: Felony conviction means a conviction within the preceding twenty-four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction



of an offense that is classified as a felony under 18 U.S.C. § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

15. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

Engineer and Subconsultants agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)].

16. DOMESTIC PREFERENCES FOR PROCUREMENTS

The Bidder or Offeror certifies by signing and submitting this bid or proposal that, to the greatest extent practicable, the Bidder or Offeror has provided 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) in compliance with 2 CFR § 200.322.



EXHIBIT E

STATE OF TEXAS REQUIREMENTS

I. PROHIBITION ON CONTRACTS WITH FOREIGN TERRORIST ORGANIZATIONS

Consultant's Acknowledgement of Prohibition on Contracts with Foreign Terrorist Organizations Effective September 1, 2017, Consultant acknowledges, in accordance with Chapter 2252 of the Texas Government Code, that (a) Consultant does not engage in business with Iran, Sudan, or any foreign terrorist organizations and (b) Consultant is not listed by the Texas Comptroller as a terrorist organization as defined by Chapter 2252 of the Texas Government Code. Consultant further acknowledges that this provision is hereby incorporated by reference, as if written word for word, into any subsequent contract entered into between the City and Consultant for (1) professional or consulting services subject to the Professional Services Act – Chapter 2254 of the Texas Government Code, (2) general construction, (3) an improvement, (4) a service, (5) a public works project, or (6) for a purchase of supplies, materials or equipment.

II. PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL

Consultant's Acknowledgement of Prohibition on Contracts with Companies Boycotting Israel Effective September 1, 2017 and as amended May 7, 2019, Consultant acknowledges, in accordance with Chapter 2271 of the Texas Government Code, that Consultant does not boycott Israel and will not boycott Israel during the term of any contract with the City of Killeen to provide goods and services to the City. Consultant further acknowledges that this provision is hereby incorporated by reference, as if written word for word, into any subsequent contract entered into between the City and Consultant for goods and services.

III. PROHIBITION ON CONTRACTS WITH CERTAIN FOREIGN-OWNED COMPANIES IN CONNECTION WITH CRITICAL INFRASTRUCTURE

Consultant's Acknowledgement of Prohibition on Contracts with Certain Foreign-Owned Companies in Connection with Critical Infrastructure Effective June 18, 2021, Consultant acknowledges, in accordance with Chapter 2274 of the Texas Government Code, that Consultant does not and will not engage in contracts with certain foreign-owned companies in connection with critical infrastructure during the term of any contract with the City of Killeen to provide goods and services to the City. Consultant further acknowledges that this provision is hereby incorporated by reference, as if written word for word, into any subsequent contract entered into between the City and Consultant for goods and services.

IV. PROHIBITION ON CONTRACTS WITH COMPANIES THAT DISCRIMINATE AGAINST FIREARM AND AMMUNITION INDUSTRIES

The Consultant 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 or when the city does not receive any bids from a company able to provide the required verification. Discriminate, firearm entity and firearm trade association are defined in Government Code Chapter 2274

V. PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING CERTAIN ENERGY COMPANIES

The Consultant verifies that it does not have a practice, policy, guidance or directive that discriminates against certain energy companies as defined in Chapter 809 of the Texas Government Code. The Consultant verifies that it:

- a) Does not boycott energy companies; and
- b) Will not boycott energy companies during the term of the contract



EXHIBIT F

STATE: TEXAS

CERTIFICATION OF ENGINEER

I hereby certify that I am Josh Crawford and duly authorized representative of the firm of GARVER, LLC, whose address is 285 SE Inner Loop, Georgetown, TX 78626, and that neither I nor the above firm I here represent has:

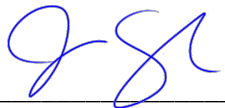
(a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me of the above consultant) to solicit or secure this contract.

(b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract; or

(c) Paid or agreed to pay to any firm, organization, or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind, for, or in connection with, procuring or carrying out the contract; except as here expressly stated (if any).

I acknowledge that this certificate is to be furnished to the Federal Aviation Administration of the United States Department of Transportation, in connection with this contract involving participation of Airport Improvement Program (AIP) funds and is subject to applicable State and Federal laws, both criminal and civil.

GARVER, LLC

By 

DATE:

01/27/2023



EXHIBIT G - CONCEPTUAL LAYOUT

CONCEPTUAL LAYOUT FOR RELOCATED AWOS WITH 1000 FT RADIUS

Skylark Field Airport

Stonetree Dr

EXISTING AWOS

Rio Blvd

Image Landsat / Copernicus

Google Earth

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:
2023-1008988

Date Filed:
04/18/2023

Date Acknowledged:

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

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.
23A06181
Engineering Design Services for Skylark Field (ILE) AWOS Relocation Project

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	SOBER, JEFFERY	GEORGETOWN, TX United States	X	
	HOLDER, JR, JERRY	GEORGETOWN, TX United States	X	
	HOSKINS, BROCK	GEORGETOWN, TX United States	X	
	SCHNIERS, BRENT	GEORGETOWN, TX United States	X	
	MCILLWAIN, FRANK	GEORGETOWN, TX United States	X	
	GRAVES, MICHAEL	GEORGETOWN, TX United States	X	
	MOTT, JR., WM. EARL	GEORGETOWN, TX United States	X	

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is Josh Crawford, and my date of birth is 01/22/1980.

My address is 285 SE Inner Loop Ste 110, Georegtown, TX, 78626, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Williamson County, State of Texas, on the 18 day of April, 2023.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)



PROFESSIONAL SERVICES AGREEMENT WITH
GARVER, LLC FOR DESIGN/COORDINATION OF THE
SKYLARK FIELD AWOS RELOCATION

RS-23-082

May 16, 2023

Background

2

- Skylark field has a Federal Aviation Administration (FAA) owned and maintained Automated Weather Observation System (AWOS) on the west side of the airport that provides pilots with critical safety information on cloud height, visibility, wind direction and speed, as well as other weather information to assist with flight operations.

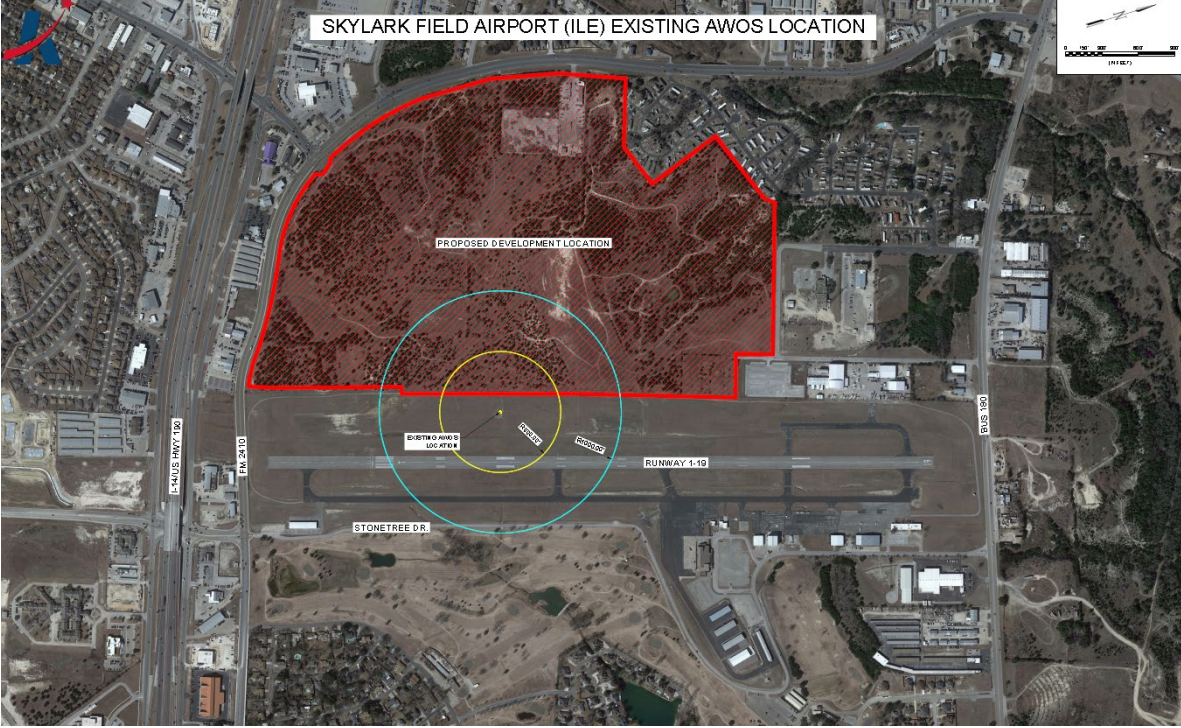
Background

3

- The FAA has standards for keeping the areas within 1,000 feet of the AWOS clear of obstructions that would affect the ability of the sensors to collect accurate readings.
- The proposed Anthem Park development, when constructed, would cause the existing AWOS to not meet FAA standards for that 1,000 feet radius.

Background

4



Background

5

- To accommodate for this future development, it is necessary to relocate the AWOS to a location that will meet FAA standards for weather data collection.

Discussion

7

- Staff negotiated a professional services agreement with Garver, LLC for project administration, design services, FAA Coordination, and bidding services in the amount of \$73,900.
- Garver, LLC is the Airport's engineer of record and was selected via a competitive process.

Discussion

8

- Funded through the Tax Increment Reinvestment Zone (TIRZ)
- No impact to the Aviation fund or fund balance

Alternatives

9

- Do not approve the agreement
- Approve the agreement

Recommendation

10

- Approve the professional services agreement with Garver, LLC in the amount of \$73,900 and authorize the City Manager or designee to execute all agreement documents and any and all amendments or actions within the amounts set by federal, state and local law



City of Killeen

Staff Report

File Number: RS-23-084

Consider a memorandum/resolution amending the Uniform Rental agreement with Cintas for an additional four (4) year term in an amount of \$200,000 for FY 2023.

DATE: May 16, 2023

TO: Kent Cagle, City Manager

FROM: Judith Tangalin, Executive Director of Finance

SUBJECT: Cintas Contract Amendment

BACKGROUND AND FINDINGS:

Bid 19-07, Uniform Services was awarded to Cintas in November 2018 via CCMR 18-112R for a three (3) year term with the option to renew two (2) additional one (1) year terms.

A total of 287 City employees across the Aviation, Community Development, Recreation Services, Finance and Public Works Departments require uniforms to help the city maintain a professional image and to clearly identify City workers to the public. Uniform services addressed by the contract include uniform rental, cleaning of uniforms and accessory items (e.g. floor mats, dust mops and shop towels). During the past three (3) years of the current Cintas agreement the cost of the uniform services for the departments included have been \$215,154.00, \$212,633.59, and \$195,453.32 for FY20, FY21, and FY22 respectively.

In December 2020 the City was approached by Cintas with a price decrease from their original bid price if the City amended the renewal years to a three (3) year consecutive term. This amendment resulted in a cost saving of about \$14,724 annually.

In April 2023 the City was notified that Cintas' agreement with the Omnia cooperative contract #R-BB-19002 was being amended and renewed for a final term effective May 1, 2023 through October 31, 2027. Within the final renewal period the unit pricing through the Omnia cooperative contract would increase 7.7%.

Cintas approached the City with this news in April 2023 and offered to waive the 7.7% price increase if the City amended their current contract extending the agreement for an additional four (4) year term. The amended contract would be effective the date its signed and would terminate October 21, 2027, the date the cooperative contract terminates.

THE ALTERNATIVES CONSIDERED:

1. Do not approve the contract amendment and allow the

overall uniform cost to increase by 7.7% through the current contract term.

2. Approve the contract amendment for Cintas and extend the agreement out to October 31, 2027.

Which alternative is recommended? Why?

Alternative 2 is recommended because amending the Cintas agreement now through October 31, 2027, will waive the overall 7.7% cost increase of \$15,050 annually. City staff utilizing this agreement are satisfied with the Customer service provided by Cintas and agree with the recommendation to extend the contract.

CONFORMITY TO CITY POLICY:

Yes, Cintas initially responded to Bid 19-07, Uniform Services, based off of their Omnia cooperative contract. The Cintas agreement will be amended using the Omnia cooperative contract #R-BB-19002. Purchases made through a cooperative contract are exempt from the competitive bidding process as stated in Texas Local Government Code (TLGC) section 271.102, subchapter F; 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?

The total amount of expenditures in FY 2023 is estimated to be \$200,000. Uniform Rental Services are budgeted in the respective department's uniform and clothing accounts.

Is this a one-time or recurring expenditure?

This is a recurring expenditure with fixed costs.

Is this expenditure budgeted?

Yes, these expenditures are budgeted annually in the uniforms & clothing account 41-20 by the departments requiring the products and services.

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:

City Council amend the Uniform Rental agreement with Cintas for an additional four (4) year term in

an amount of \$200,000 for FY2023, and that the City Manager or designee be authorized to execute change orders as permitted by state and local law.

DEPARTMENTAL CLEARANCES:

Finance

Legal

ATTACHED SUPPORTING DOCUMENTS:

Amendment No. 2

Amendment No. 1

Original Agreement

Renewal Letter

Certificate of Interested Parties



FACILITIES SOLUTIONS AGREEMENT

Location No. 0086

Contract No. _____

Customer No. _____

Main Corporate Code → **New CC 13218**

Customer/Participating Agency City of Killeen

Date 5/1/2023

Phone 254-501-7729

Address 101 N. College Street (see Exhibit B) City Killeen State TX Zip 76541

UNIFORM PRODUCT RENTAL PRICING:

Item #	Description	Unit Price
	See Exhibit A attached	
	All Products and Services Governed by OMNIA Cooperative Pricing	

- This agreement will amend the contract terms that were initially agreed to in the previously amended contract signed January 20, 2021 between Citnas Corporation and the City of Killeen, TX.
- This agreement is effective as of this date of execution _____ and terminates October 21, 2027. Any negotiations of price, terms or discounts must be approved by Prince William County Public Schools for the Master Agreement. All requests for price changes must be justified and based upon verifiable criteria which may include the Bureau of Labor Statistics Consumer Price Index (CPI-U).

- Name Emblem \$1.50 _____ ea
- Customer Emblem \$2.50 _____ ea
- COD Terms \$ _____ per week charge for prior service (if Amount Due is Carried to Following Week)
- Automatic Lost Replacement Charge: Item _____ % of Inventory _____ \$ _____ Ea.
- Automatic Lost Replacement Charge: Item _____ % of Inventory _____ \$ _____ Ea.
- Minimum Charge \$35.00 _____ per delivery.
- Make-Up charge \$2.50 _____ per garment.
- Non-Standard/Special Cut Garment (i.e., non-standard, non-stocked unusually small or large sizes, unusually short or long sleeve or length, etc.) premium \$0.15 _____ per garment.
- Seasonal Sleeve Change \$2.50 _____ per garment.
- Under no circumstances will the Company accept textiles bearing free liquid. Shop towels may not be used to clean up oil or solvent spills.
- Artwork Charge for Logo Mat \$ _____
- Size Change: Customer agrees to have employees measured by a Cintas representative using garment "size samples". A charge of \$ _____ per garment will be assessed for employee's size changed within 4 weeks of installation.
- Other _____

FACILITY SERVICES PRODUCTS PRICING:

Bundle*	Item #	Description	Rental Freq.	Inventory	Unit Price
		See Exhibit A attached			
		All Products and Services Governed by OMNIA Cooperative Pricing			

*Indicated bundled items/services

- ____ _____ Initial and check box if Unilease. All Garments will be cleaned by customer
Date _____
- ____ _____ Initial and check box if receiving Linen Service. Company will take periodic physical inventories of items in possession or under control
Date customer.
- ____ _____ Initial and check box if receiving direct embroidery. If service is discontinued for any employee or Customer deletes any of the garments
Date direct embroidery for any reason, or terminates this agreement for any reason or fails to renew this agreement, Customer will purchase all direct embroidered garments at the time they are removed from service at the then current replacement values.

Cintas Loc. No: 0086 CUSTOMER:
Please Sign Name _____

By: Virginia Schabbing Please Print Name _____

Title: GOV Major Account Manager Please Print Title _____

Accepted-GM: _____ Email _____

Omnia Partners Public Sector Participating Public Agencies Terms

1. Participating Public Agencies: Supplier agrees to extend the same terms, covenants agreed to under the Master Agreement with Lead Public Agency Prince William County Public Schools to other government agencies (“Participating Public Agencies”) that, in their discretion, desire to access the Master Agreement in accordance with all terms and conditions contained herein or attached hereto. Each participating Public Agency will be exclusively responsible and deal directly with Supplier on matters relating to length of agreement, ordering, delivery, inspection, acceptance, invoicing, and payment for products and services in accordance with the terms and conditions of the Master Agreement. Any disputes between a Participating Public Agency and Supplier will be resolved directly between them in accordance with and governed by the laws of the State in which the Participating Public Agency exists.
2. Master Agreement available at <https://www.omniapartners.com/publicsector>

Supplier General Service Terms Section

3. Prices Customer agrees to rent from Company, and Company agrees to provide to Customer, the Merchandise, inventory and services described on Exhibit A, "Merchandise & Pricing" at the prices set forth in Exhibit A. There will be a minimum charge of thirty-five dollars (\$35.00) per week for each Customer location required to purchase its rental services from Company as set forth in this Agreement.
4. Buyback of Non-Standard Garments Customer has ordered from Company a garment rental service requiring embroidered garments that may not be standard to Company’s normal rental product line. Those non-standard products will be designated as such under-Garment Description in Exhibit C. In the event Customer deletes a non-standard product, alters the design of the non-standard product, fails to renew the Agreement, or terminates the Agreement for any reason other than documented quality of service reasons which are not cured, Customer agrees to buy back all remaining non-standard products allocated to Customer that the Company has in service and out of service at the then current Loss/Damage Replacement Values.
5. Service Guarantee: Company guarantees to deliver the highest quality textile rental service at all times. Any complaints about the quality of the service which have not been resolved in the normal course of business must be sent by registered letter to Company's General Manager. If Company then fails to resolve any material complaint in a reasonable period of time, Customer may terminate this agreement provided all rental items are paid for at the then current replacement values or returned to Company in good and usable condition.
6. Garments' Lack of Flame Retardant or Acid Resistant Features Unless specified otherwise in writing by the Company, the garments supplied under this Agreement are not flame retardant or acid resistant and contain no special flame retardant or acid resistant features. They are not designed for use in areas of flammability risk or where contact with hazardous materials is possible. Flame resistant and acid resistant garments are available from Company upon request. Customer warrants that none of the employees for whom garments are supplied pursuant to this Agreement require flame retardant or acid resistant clothing.
7. Logo Mats In the event that Customer decides to delete any mat bearing the Customer’s logo (Logo Mat) from the rental program, changes the design of the Logo Mats, terminates this agreement for any reason or fails to renew this Agreement, the Customer will purchase at the time of deletion, design change or termination, all remaining Logo mats that the Company has in service and out of service held in inventory at the then current Loss/Damage Replacement Value.

8. Adding Employees Additional employees and Merchandise may be added to this Agreement at any time upon written or oral request by the Customer to the Company. Any such additional employees or Merchandise shall automatically become a part of and subject to the terms of this Agreement. If such employees are employed at a Customer location that is then participating under this Agreement, the Customer shall pay Company the one-time preparation fee indicated on Exhibit A. Customer shall not pay Company any one-time preparation fee for garments for employees included in the initial installation of a Customer location. There will be a one-time charge for name and/or company emblems when employees are added to the program in garments requiring emblems.
9. Emblem Guarantee Customer has requested that Company supply emblems designed exclusively for Customer featuring Customer's logo or other specific identification (hereinafter "Customer Emblems"). Company will maintain a sufficient quantity of Customer Emblems in inventory to provide for Customer's needs and maintain a low cost per emblem through quantity purchases.
10. In the event Customer decides to discontinue the use of Customer Emblems, changes the design of the Customer Emblems, terminates this Agreement for any reason or fails to renew this Agreement, the Customer will purchase at the time of deletion, design change, termination or expiration, all remaining Customer Emblems that the Company allocated to Customer at the price indicated on Exhibit A of this Agreement. In no event shall the number of Customer Emblems allocated to Customer exceed the greater of (a) twelve (12) months' volume for each unique Customer Emblem or (b) a quantity agreed to by Company and Customer and noted on Exhibit A.
11. Terminating Employees Subject to the provisions of this Agreement, the weekly rental charge attributable to any individual leaving the employ of the Customer, or on a temporary leave of absence of three (3) weeks or more, shall be terminated upon oral or written notice by the Customer to the Company but only after all garments issued to that individual, or value of same at the then current Loss/Damage Replacement Values, are returned to Company.
12. Replacement In the event any Merchandise is lost, stolen or is not returned to Company, or is destroyed or damaged by fire, welding damage, acid, paint, ink, chemicals, neglect or otherwise, the Customer agrees to pay for said Merchandise at the then current Loss/Damage Replacement Values.
13. Indemnification To the fullest extent permitted by law, Company agrees to defend, indemnify, pay on behalf of and save harmless the Participating Public Agency, its elected and appointed officials, agents, employees and authorized volunteers against any and all claims, liability, demands, suits or loss, including reasonable attorneys' fees and all other costs connected therewith, arising out of or connected to the services provided by Company under this Contract, but only to the extent of Company's negligence.
14. Additional Items: Additional customer employees, products and services may be added to this agreement and shall automatically become a part of and subject to the terms hereof and all of its provisions. If this agreement is terminated early for convenience, the parties agree that the damages sustained by Company will be substantial and difficult to ascertain. Therefore, if this agreement is terminated by Customer prior to the applicable expiration date for any reason other than documented quality of service reasons which are not cured, or terminated by Company for non-payment by Customer at any time Customer will pay to Company, as termination charges and not as a penalty based upon the following schedule:

If this agreement is cancelled for convenience in the first twelve months of the term, Customer shall pay as termination charges equal to 50 weeks of rental service.

If this agreement is cancelled for convenience in months thirteen (13) through eighteen (18) of the term, Customer shall pay as termination charges equal to 36 weeks of rental service.

If this agreement is cancelled for convenience in months nineteen (19) through twenty-four (24) of the term, Customer shall pay as termination charges equal to 23 weeks of rental service.

If this agreement is cancelled for convenience after 24 months of service, Customer shall pay as termination charges of 10 weeks of rental service.

Customer shall also be responsible to return all of the Merchandise allocated to such Customer locations terminating this Agreement at the then current Loss/Damage Replacement Values and for any unpaid charges on Customer's account prior to termination.

Cintas/City of Killeen Agreement - Exhibit A

Item	Item Number	Rental Unit Pricing	Lost/Replacement Charge
Uniform Items			
205/271	Women's Comfort Shirt	\$0.17	\$ 17.00
259	Polo Shirt	\$0.23	\$ 20.00
270	Men's Cargo Pants	\$0.33	\$ 27.00
273	WOW Shirt	\$0.25	\$ 23.00
275	Hi Performance Polo	\$0.34	\$ 28.00
280	Carhartt FRC Five Pocket Jean	\$0.55	\$ 49.00
294	Carhartt FRC Work Shirt	\$0.42	\$ 49.00
330	100% Cotton Work Shirt	\$0.25	\$ 18.00
340	100% Cotton Work Pants	\$0.34	\$ 23.50
361	Soft Shell Jacket	\$1.01	\$ 56.00
370	Cargo Shorts	\$0.31	\$ 27.00
374	Men's Oxford Shirt	\$0.25	\$ 22.00
382	Carhartt Carpenter Jean	\$0.37	\$ 30.00
383	Carhartt Work Pant	\$0.42	\$ 25.00
384	Carhartt Work Shirt	\$0.33	\$ 25.00
390 / 395	Women's Comfort Pants	\$0.27	\$ 21.00
391	Carhartt FRC Coverall	\$0.88	\$ 84.00
677	Permalined Jacket	\$0.40	\$ 30.00
865	Pleated Pants	\$0.27	\$ 22.00
894	Dickie's Five Pocket Jean	\$0.37	\$ 29.00
910	100% Cotton Coveralls	\$0.52	\$ 37.00
912	Poly-Cotton Blend Coveralls	\$0.25	\$ 30.00
935	Comfort-Flex Work Shirt	\$0.17	\$ 15.00
945	Comfort-Flex Flat Front Pants	\$0.19	\$ 18.00
970	Hip-Length Jacket	\$0.40	\$ 31.00
59330	Enhanced-Vis Cotton Shirt	\$0.55	\$ 34.00
59935	Enhanced-Vis Comfort Shirt	\$0.43	\$ 30.00
59945	Enhanced-Vis Comfort Pant	\$0.50	\$ 26.00
65418	High-Vis ANSI Shirt	\$0.77	\$ 53.00
66273	Women's WOW Shirt	\$0.25	\$ 23.00
66275	Women's High Performance Polo	\$0.34	\$ 28.00
66528	Women's Oxford Shirt	\$0.30	\$ 19.00
	Uniform Advantage (per garment)	\$0.08	NA
	Premium Uniform Advantage (High-Vis or FRC)	\$0.16	NA
	Emblem Advantage Program (per garment)	\$0.09	NA
	Employee Name Emblem (if not using Emblem Advantage)	\$1.50	NA
	Standard Company Emblem (if not using Emblem Advantage)	\$2.25	NA
	Custom Company Emblem (if not using Emblem Advantage)	\$3.00	NA
	Embroidery (requires buyback)	\$4.95	NA
	Preparation Advantage Program (per garment)	\$0.05	NA
	Make-Up Charge (if not using Prep Advantage)	\$1.50	NA
	Size Premium Charge	\$0.10	NA
	Seasonal Sleeve Change (if applicable, per garment)	\$12.00	NA
	Size Change (if requested within 4 weeks of garment issue)	\$12.00	NA
8000	Lockers	\$0.00	\$ 500.00
8004	Laundry Lock Up	\$0.00	\$ 200.00
	Delivery Fee	\$0.00	NA
Facility Service Items			
1919	2x3 Wellness Mat	\$2.25	\$ 135.00
1946	24" Mop Frame	\$0.00	\$ 9.00
1947	36" Mop Frame	\$0.00	\$ 9.00
2160	Shop Towel - Red	\$0.07	\$ 0.41
2477	3x5 Scraper Mat - Weekly	\$2.43	\$ 40.50

2477	3x5 Scraper Mat - EOW	\$3.65	\$	40.50
2478	4x6 Scraper Mat - EOW	\$4.72	\$	52.00
2570	24" Dust Mop	\$0.84	\$	7.20
2590	36" Dust Mop	\$1.13	\$	9.00
2604	48" Dust Mop	\$1.38	\$	10.80
2650	Wet Mop	\$1.35	\$	10.80
6922	Wet Mop Handle	\$0.00	\$	9.00
6924	Dust Mop Handle	\$0.00	\$	9.00
27026	Sig Series Air Freshener Service - EOW	\$6.84	\$	-
27028	Sig Series Air Freshener Refill - EOW	\$0.00	\$	-
27030	Sig Series Air Freshener Dispenser - EOW	\$0.90	\$	36.00
27032	Sig Series Air Freshener Cover	\$0.00	\$	18.00
10186	4x6 Active Scraper	\$3.96	\$	110.00
843XX	3x5 Carpet Mat - Weekly	\$2.87	\$	40.50
843XX	3x5 Carpet Mat - EOW	\$4.30	\$	40.50
844XX	4x6 Carpet Mat - Weekly	\$3.04	\$	63.00
844XX	4x6 Carpet Mat - EOW	\$4.56	\$	63.00
840XX	3x10 Carpet Mat	\$4.22	\$	81.00

Additional products and services may be added to this contract provided that Cintas offers the Omnia cooperative pricing (contract #R-BB-19002)

Purchasing Division

Procurement Routing Slip

Directions:

1. Review the attached item.
2. Make any necessary changes.
3. Initial and date the designated boxes that apply.
4. Forward to the next office on the routing slip.
5. **Please return this routing slip and attachments to Purchasing after all parties have reviewed.**

ORIGINATOR	Lorianne Luciano
DEPARTMENT	Purchasing
ITB/RFP/RFQ # (include timeline)	Bid 19-07
Document Name: Agreement Bid 19-07 Cintas Contract Amendment	

01/04/21 <input checked="" type="checkbox"/> Department Head initials verified	Date Received	Reviewed No Changes	Reviewed See Changes	Date Forwarded	Other
Procurement Office	01/04/21	Lorianne Luciano <small>Digitally signed by Lorianne Luciano, DN: cn=Lorianne Luciano, o=City of Salem, ou=Chief Executive/Information Systems, email=Lorianne.Luciano@cityofsalem.gov, c=US, Date: 2021.01.11 10:58:31 -0600</small>		1/4/21	
Finance Office Barbara Bailey <small>Digitally signed by Barbara Bailey, Date: 2021.01.19 11:17:45 -0600</small>					
City Attorney Office		Traci Briggs <small>Digitally signed by Traci Briggs, DN: cn=Traci Briggs, email=TraciBriggs@cityofsalem.gov, organization=City of Salem, Location, Date: 2021-01-15 14:48:09</small>			
Signature Authority:					
<input type="checkbox"/> City Manager					
<input type="checkbox"/> Assistant City Manager					
<input checked="" type="checkbox"/> Finance Director		Jonathan Locke <small>Digitally signed by Jonathan Locke, Date: 2021.01.20 09:41:01 -0600</small>			
<input type="checkbox"/> Department: _____					
Purchasing Office (Return routing slip and a copy of all documents.)					

NOTES:

- All parties sign/date the routing slip
- All parties initial the memo
- CA initial pages 3, 7, 8, 9, and 10 under each signature block
- EDF sign pages 3, 7, 8, 9 and 10

DISPOSITION STATEMENT:



INTEROFFICE MEMORANDUM

TO: Jonathan Locke, Executive Director of Finance JL
VIA: Traci Briggs, City Attorney TB
FROM: Lorianne Luciano, Director of Procurement & Contract Management
DATE: **DECEMBER 28, 2020**
SUBJECT: **CINTAS – CONTRACT AMENDMENT**

On November 27, 2018 City Council awarded Bid #19-07 for Uniform Services to Cintas. The contract was effective December 14, 2018 for a three (3) year term with the option to renew two (2) additional one (1) year terms.

The City was recently approached by Cintas with a price decrease from their original bid price. The cost savings to the City would approximately be about \$14,724 annually.

In order to receive the cost savings, the City would have to amend the original term of the contract. The new term would be a consecutive three (3) year term with out an option to renew.

After receiving positive feedback from the Departments that utilize Cintas its recommended to amend the current Cintas agreement for an additional three (3) year term. The contract would be effective the date its signed and expire three (3) years later.

Uniform services will remain being paid out of Aviation, Community Development, Recreation Services and Finance Department's Uniform and Clothing accounts 41-20.

Attached:
Amended Cintas Agreement
Original Cintas Agreement
CCMR 18-112R

Please contact me if you have any questions.

Thank you,

Lorianne
Luciano

Digitally signed by Lorianne Luciano
DN: cn=Lorianne Luciano, o=City of
Killeen, ou,
email=lluciano@killeentexas.gov, c=US
Date: 2021.01.11 10:59:38 -0600

Lorianne Luciano
Director of Procurement and Contract Management



FACILITIES SOLUTIONS AGREEMENT

Location No. 86 – Austin

Contract No. _____

Customer No. _____

Main Corporate Code → **New CC 13218**

Date 1/11/2021

Customer/Participating Agency City of Killeen

Phone 254-501-7729

Address 101 N. College Street (See Exhibit B) City Killeen State TX Zip 76541

UNIFORM PRODUCT RENTAL PRICING:

Item #	Description	Unit Price
	See Exhibit A attached	

- This agreement will amend the contract terms that were initially agreed to in the previous contract signed December 14, 2018 between Cintas Corporation and the City of Killeen, TX.
- This agreement is effective as of this date February 1, 2021, for a term of 3 years. The length of this rental agreement will commence with the actual uniform rental, not affiliated with the start date of the Master Agreement. Any negotiations of price, terms or discounts must be approved by Prince William County Public Schools for the Master Agreement. Any such changes shall take effect on the anniversary date of the master agreement. All requests for price changes must be justified and based upon verifiable criteria which may include the Bureau of Labor Statistics Consumer Price Index (CPI-U).
- Name Emblem \$ Exhibit A each • Company Emblem \$ Exhibit A each
- Customer Emblem \$ Exhibit A each • Embroidery \$ Exhibit A each
- COD Terms \$ Not applicable per week charge for prior service (if Amount Due is Carried to Following Week)
- Automatic Lost Replacement Charge: Item Department specific % of Inventory _____ \$ _____ Ea.
- Automatic Lost Replacement Charge: Item _____ % of Inventory _____ \$ _____ Ea.
- Minimum Charge \$ 35.00 per stop per delivery.
- Make-Up charge \$ Exhibit A per garment.
- Non-Standard/Special Cut Garment (i.e., non-standard, non-stocked unusually small or large sizes, unusually short or long sleeve or length, etc.) premium \$ Exhibit A per garment.
- Seasonal Sleeve Change \$ Exhibit A per garment.
- Under no circumstances will the Company accept textiles bearing free liquid. Shop towels may not be used to clean up oil or solvent spills.
- Artwork Charge for Logo Mat \$ 150.00 if requested
- Size Change: Customer agrees to have employees measured by a Cintas representative using garment "size samples". A charge of \$ 12.00 per garment will be assessed for employee's size changed within 4 weeks of installation.
- Other _____

FACILITY SERVICES PRODUCTS PRICING:

Bundle*	Item #	Description	Rental Freq.	Inventory	Unit Price
		See Exhibit A attached			

*Indicated bundled items/services

- Initial and check box if Unlease. All Garments will be cleaned by customer
Date _____
- Initial and check box if receiving Linen Service. Company will take periodic physical inventories of items in possession or under control Date customer. _____
- Initial and check box if receiving direct embroidery. If service is discontinued for any employee or Customer deletes any of the garments Date direct embroidery for any reason, or terminates this agreement for any reason or fails to renew this agreement, Customer will purchase all direct embroidered garments at the time they are removed from service at the then current replacement values.

Cintas Loc. No: 86-Austin CUSTOMER: Jonathan Locke Digitally signed by Jonathan Locke Date: 2021.01.20 09:37:17 -06'00' FOR _____
 By: [Signature] Please Sign Name Kent Cagle
 Title: Government Account Manager Please Print Title City Manager
 Accepted-GM: _____ Email jlocke@killeentexas.gov

1. **Participating Public Agencies:** Supplier agrees to extend the same terms, covenants agreed to under the Master Agreement with Lead Public Agency Prince William County Public Schools to other government agencies ("Participating Public Agencies") that, in their discretion, desire to access the Master Agreement in accordance with all terms and conditions contained herein or attached hereto. Each participating Public Agency will be exclusively responsible and deal directly with Supplier on matters relating to length of agreement, ordering, delivery, inspection, acceptance, invoicing, and payment for products and services in accordance with the terms and conditions of the Master Agreement. Any disputes between a Participating Public Agency and Supplier will be resolved directly between them in accordance with and governed by the laws of the State in which the Participating Public Agency exists.
2. Master Agreement available at <https://www.omniapartners.com/publicsector>

Supplier General Service Terms Section

3. **Prices:** Customer agrees to rent from Company, and Company agrees to provide to Customer, the Merchandise, inventory and services described on Exhibit A, "Merchandise & Pricing" at the prices set forth in Exhibit A. There will be a minimum charge of thirty-five dollars (\$35.00) per week for each Customer location required to purchase its rental services from Company as set forth in this Agreement.
4. **Buyback of Non-Standard Garments:** Customer has ordered from Company a garment rental service requiring embroidered garments that may not be standard to Company's normal rental product line. Those non-standard products will be designated as such under-Garment Description in Exhibit C. In the event Customer deletes a non-standard product, alters the design of the non-standard product, fails to renew the Agreement, or terminates the Agreement for any reason other than documented quality of service reasons which are not cured, Customer agrees to buy back all remaining non-standard products allocated to Customer that the Company has in service and out of service at the then current Loss/Damage Replacement Values.
5. **Service Guarantee:** Company guarantees to deliver the highest quality textile rental service at all times. Any complaints about the quality of the service which have not been resolved in the normal course of business must be sent by registered letter to Company's General Manager. If Company then fails to resolve any material complaint in a reasonable period of time, Customer may terminate this agreement provided all rental items are paid for at the then current replacement values or returned to Company in good and usable condition.
6. **Flame Resistant Garments:** Customer bears full responsibility for selecting the fabrics under this agreement. Customer acknowledges that Company has made no warranty, or covenant with respect to the flame-resistant qualities of the fabrics or garments or with respect to the fitness or suitability of the fabrics or garments for this purpose. Customer acknowledges that numerous manufacturers market fabrics represented to be flame-resistant. Company makes no independent representation as to the flame-resistant qualities of the fabrics selected by Customer as compared to other available fabrics or fabrics which may become available in the future. Customer agrees to notify all employees of Customer who will be wearing the flame-resistant garments that the garments are not designed for long term high heat exposure or for use around open flames and that no representation is made as to the garment's ability to protect users from injury or death. Customer hereby agrees to defend and hold harmless Company to the fullest extent permitted by law, from any claims and damages arising out of or associated with this agreement, including any failure of the garments to function as flame resistant. Further, Customer releases Company from any and all liability that results or may result from the failure of the garment to function as flame resistant.
7. **High Visibility Garments:** City bears sole responsibility for: (a) determining the level of visibility needed by wearers of the high visibility garments (the "Hi-Vis", and together with the FRC, the "Garments") for their specific work conditions or uses; (b) identifying and selecting which Hi-Vis meet the required level of visibility for any particular work conditions or uses; and (c) determining when Hi-Vis require repair or replacement to meet the required level of visibility. City acknowledges and understands that the Hi-Vis alone do not ensure visibility of the wearer. City further acknowledges that Bidder is relying upon City to determine whether any Hi-Vis need repair or replacement to maintain the required level of visibility. Bidder represents only that the Hi-Vis supplied satisfy certain ANSI/ISEA standards to the extent the Hi-Vis are so labeled. City acknowledges that Bidder has made no other representations, covenants or warranties, whether express or implied, related to the Hi-Vis. Further, City hereby releases Bidder from any and all liability that results or might result from the failure of the Hi-Vis to function per ANSI/ISEA standards, and further agrees to defend, indemnify, and hold the Bidder harmless from any claims that result or might result from any such failure.
8. **Logo Mats:** In the event that Customer decides to delete any mat bearing the Customer's logo (Logo Mat) from the rental program, changes the design of the Logo Mats, terminates this agreement for any reason or fails to renew this Agreement, the Customer will purchase at the time of deletion, design change or termination, all remaining Logo mats that the Company has in service and out of service held in inventory at the then current Loss/Damage Replacement Value.
9. **Adding Employees:** Additional employees and Merchandise may be added to this Agreement at any time upon written or oral request by the Customer to the Company. Any such additional employees or Merchandise shall automatically become a part of and subject to the terms of this Agreement. If such employees are employed at a Customer location that is then participating under this Agreement, the Customer shall pay Company the one-time preparation fee indicated on Exhibit A. Customer shall not pay Company any one-time preparation fee for garments for employees included in the initial installation of a Customer location. There will be a one-time charge for name and/or company emblems when employees are added to the program in garments requiring emblems.
10. **Emblem Guarantee:** Customer has requested that Company supply emblems designed exclusively for Customer featuring Customer's logo or other specific identification (hereinafter "Customer Emblems"). Company will maintain a sufficient quantity of Customer Emblems in inventory to provide for Customer's needs and maintain a low cost per emblem through quantity purchases.

11. In the event Customer decides to discontinue the use of Customer Emblems, changes the design of the Customer Emblems, terminates this Agreement for any reason or fails to renew this Agreement, the Customer will purchase at the time of deletion, design change, termination or expiration, all remaining Customer Emblems that the Company allocated to Customer at the price indicated on Exhibit A of this Agreement. In no event shall the number of Customer Emblems allocated to Customer exceed the greater of (a) twelve (12) months' volume for each unique Customer Emblem or (b) a quantity agreed to by Company and Customer and noted on Exhibit A.
12. **Terminating Employees:** Subject to the provisions of this Agreement, the weekly rental charge attributable to any individual leaving the employ of the Customer, or on a temporary leave of absence of three (3) weeks or more, shall be terminated upon oral or written notice by the Customer to the Company but only after all garments issued to that individual, or value of same at the then current Loss/Damage Replacement Values, are returned to Company.
13. **Replacement:** In the event any Merchandise is lost, stolen or is not returned to Company, or is destroyed or damaged by fire, welding damage, acid, paint, ink, chemicals, neglect or otherwise, the Customer agrees to pay for said Merchandise at the then current Loss/Damage Replacement Values.
14. **Indemnification:** To the fullest extent permitted by law, Company agrees to defend, indemnify, pay on behalf of and save harmless the Participating Public Agency, its elected and appointed officials, agents, employees and authorized volunteers against any and all claims, liability, demands, suits or loss, including reasonable attorneys' fees and all other costs connected therewith, arising out of or connected to the services provided by Company under this Contract, but only to the extent of Company's negligence.
15. **Additional Items:** Additional customer employees, products and services may be added to this agreement and shall automatically become a part of and subject to the terms hereof and all of its provisions. If this agreement is terminated early for convenience, the parties agree that the damages sustained by Company will be substantial and difficult to ascertain. Therefore, if this agreement is terminated by Customer prior to the applicable expiration date for any reason other than documented quality of service reasons which are not cured, or terminated by Company for non-payment by Customer at any time Customer will pay to Company, as termination charges and not as a penalty based upon the following schedule:

If this agreement is cancelled for convenience in the first twelve (12) months of the term, Customer shall pay as termination charges equal to 50 weeks of rental service.

If this agreement is cancelled for convenience in months thirteen (13) through eighteen (18) of the term, Customer shall pay as termination charges equal to 36 weeks of rental service.

If this agreement is cancelled for convenience in months nineteen (19) through twenty-four (24) of the term, Customer shall pay as termination charges equal to 23 weeks of rental service.

If this agreement is cancelled for convenience after 24 months of service, Customer shall pay as termination charges of 10 weeks of rental service.


Customer shall also be responsible to return all of the Merchandise allocated to such Customer locations terminating this Agreement at the then current Loss/Damage Replacement Values and for any unpaid charges on Customer's account prior to termination.

Cintas/City of Killeen Agreement - Exhibit A

Item	Item Number	Rental Unit Pricing	Lost/Replacement Charge
Uniform Items			
205/271	Women's Comfort Shirt	\$0.17	\$ 17.00
259	Polo Shirt	\$0.23	\$ 20.00
270	Men's Cargo Pants	\$0.33	\$ 27.00
273	WOW Shirt	\$0.25	\$ 23.00
275	Hi Performance Polo	\$0.34	\$ 28.00
280	Carhartt FRC Five Pocket Jean	\$0.55	\$ 49.00
294	Carhartt FRC Work Shirt	\$0.42	\$ 49.00
330	100% Cotton Work Shirt	\$0.25	\$ 18.00
340	100% Cotton Work Pants	\$0.34	\$ 23.50
361	Soft Shell Jacket	\$1.01	\$ 56.00
370	Cargo Shorts	\$0.31	\$ 27.00
374	Men's Oxford Shirt	\$0.25	\$ 22.00
382	Carhartt Carpenter Jean	\$0.37	\$ 30.00
383	Carhartt Work Pant	\$0.42	\$ 25.00
384	Carhartt Work Shirt	\$0.33	\$ 25.00
390 / 395	Women's Comfort Pants	\$0.27	\$ 21.00
391	Carhartt FRC Coverall	\$0.88	\$ 84.00
677	Permalined Jacket	\$0.40	\$ 30.00
865	Pleated Pants	\$0.27	\$ 22.00
894	Dickie's Five Pocket Jean	\$0.37	\$ 29.00
910	100% Cotton Coveralls	\$0.52	\$ 37.00
912	Poly-Cotton Blend Coveralls	\$0.25	\$ 30.00
935	Comfort-Flex Work Shirt	\$0.17	\$ 15.00
945	Comfort-Flex Flat Front Pants	\$0.19	\$ 18.00
970	Hip-Length Jacket	\$0.40	\$ 31.00
59330	Enhanced-Vis Cotton Shirt	\$0.55	\$ 34.00
59935	Enhanced-Vis Comfort Shirt	\$0.43	\$ 30.00
59945	Enhanced-Vis Comfort Pant	\$0.50	\$ 26.00
65418	High-Vis ANSI Shirt	\$0.77	\$ 53.00
66273	Women's WOW Shirt	\$0.25	\$ 23.00
66275	Women's High Performance Polo	\$0.34	\$ 28.00
66528	Women's Oxford Shirt	\$0.30	\$ 19.00
	Uniform Advantage (per garment)	\$0.08	NA
	Premium Uniform Advantage (High-Vis or FRC)	\$0.16	NA
	Emblem Advantage Program (per garment)	\$0.09	NA
	Employee Name Emblem (if not using Emblem Advantage)	\$1.50	NA
	Standard Company Emblem (if not using Emblem Advantage)	\$2.25	NA
	Custom Company Emblem (if not using Emblem Advantage)	\$3.00	NA
	Embroidery (requires buyback)	\$4.95	NA
	Preparation Advantage Program (per garment)	\$0.05	NA
	Make-Up Charge (if not using Prep Advantage)	\$1.50	NA
	Size Premium Charge	\$0.10	NA
	Seasonal Sleeve Change (if applicable, per garment)	\$12.00	NA
	Size Change (if requested within 4 weeks of garment issue)	\$12.00	NA
8000	Lockers	\$0.00	\$ 500.00
8004	Laundry Lock Up	\$0.00	\$ 200.00
	Delivery Fee	\$0.00	NA
Facility Service Items			
1919	2x3 Wellness Mat	\$2.25	\$ 135.00
1946	24" Mop Frame	\$0.00	\$ 9.00
1947	36" Mop Frame	\$0.00	\$ 9.00
2160	Shop Towel - Red	\$0.07	\$ 0.41
2477	3x5 Scraper Mat - Weekly	\$2.43	\$ 40.50

2477	3x5 Scraper Mat - EOW	\$3.65	\$	40.50
2478	4x6 Scraper Mat - EOW	\$4.72	\$	52.00
2570	24" Dust Mop	\$0.84	\$	7.20
2590	36" Dust Mop	\$1.13	\$	9.00
2604	48" Dust Mop	\$1.38	\$	10.80
2650	Wet Mop	\$1.35	\$	10.80
6922	Wet Mop Handle	\$0.00	\$	9.00
6924	Dust Mop Handle	\$0.00	\$	9.00
27026	Sig Series Air Freshener Service - EOW	\$6.84	\$	-
27028	Sig Series Air Freshener Refill - EOW	\$0.00	\$	-
27030	Sig Series Air Freshener Dispenser - EOW	\$0.90	\$	36.00
27032	Sig Series Air Freshener Cover	\$0.00	\$	18.00
10186	4x6 Active Scraper	\$3.96	\$	110.00
843XX	3x5 Carpet Mat - Weekly	\$2.87	\$	40.50
843XX	3x5 Carpet Mat - EOW	\$4.30	\$	40.50
844XX	4x6 Carpet Mat - Weekly	\$3.04	\$	63.00
844XX	4x6 Carpet Mat - EOW	\$4.56	\$	63.00
840XX	3x10 Carpet Mat	\$4.22	\$	81.00

Additional products and services may be added to this contract provided that Cintas offers the Omnia cooperative pricing (contract #R-BB-19002)

Cintas Acceptance		Customer Acceptance	
Name:	Jeremy Dressler	Name:	Kent Cagle
Title:	Government Account Manager	Title:	City Manager
Signature:		Signature:	Jonathan Locke <small>Digitally signed by Jonathan Locke Date: 2021.01.20 09:38:23 -06'00'</small>
Date:	1/20/2021	Date:	1/20/21

FOR

TB

Cintas/City of Killeen Agreement - Exhibit B: Delivery Locations

Custodial Department	2404 E. Rancier Avenue
Parks Department	810 S. Conder Park
Utility Collections Department	210 W. Avenue C
Court House	200 E. Avenue D, Suite 101
Print Shop Department	802 2nd Street, Suite 101
Solid Waste - Recycling	111 E. Avenue F
Water Distribution	1901 Botanical Drive
Water Operations	1901 Botanical Drive
Water Sanitation	1901 Botanical Drive
Drainage Department	907 W. Jasper Drive
Mowing Department	907 W. Jasper Drive
Community Center	2201 E. Veteran Memorial Blvd
Solid Waste - Commercial	2003 Little Nolan Rd
Solid Waste - Residential	2003 Little Nolan Rd
Fleet Department	2003 Little Nolan Rd
Streets Department	3201 S W S Young Drive
Conference Center	3601 S W S Young Drive
Airport - Aviation Fuel Department	8101 S. Clear Creek Rd
Airport - Aviation Maintenance Department	8101 S. Clear Creek Rd
Solid Waste - Transfer Station	12220 S Hwy 195

Cintas Acceptance	Customer Acceptance
Name: <i>Jeremy Dressler</i>	Name: Kent Cagle
Title: <i>Government Account Manager</i>	Title: City Manager
Signature: <i>Jeremy Dressler</i>	Signature: Jonathan Locke <small>FOR</small>
Date: <i>1/11/2021</i>	Date: 1/20/21 <small>Digitally signed by Jonathan Locke Date: 2021.01.20 09:38:55 -06'00'</small>

TB

Cintas / City of Killeen Agreement - Exhibit C: Buyback Items

Buybacks will not be enforced with this agreement, provided the garments utilized in the program are the Cintas item numbers located in Exhibit A, AND those garments do not require direct embroidery or emblems that do not conform to the standard emblem sizes and emblem placements used on the garments listed in Exhibit A. If customer elects to utilize an emblem of a non-standard size (i.e. - circle-shaped, larger or smaller than standard emblems, etc.), elects to have the emblems on a non-standard location (shoulder, back, etc.), or elects to have the garments direct embroidered, those garments will be subject to a buyback at the replacment costs listed on Exhibit A.

Cintas Acceptance:

Name: Jeremy Dressler

Title: Government Account Manager

Signature: Jeremy Dressler

Date: 1/11/2021

Customer Acceptance

Name: Kent Cagle

Title: City Manager

Signature: Jonathan Locke

Digitally signed by
Jonathan Locke
Date: 2021.01.20
09:39:23 -06'00'

FOR

Date: 1/20/21

TB

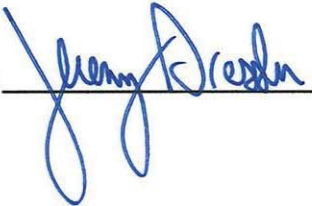
Cintas / City of Killeen Agreement - Non-Appropriation of Funds

It is specifically understood and agreed, that in the event funds or insufficient funds are appropriated and/or budgeted concerning the obligations under this Agreement on behalf of the City of Killeen, then the City of Killeen shall notify Cintas and this Agreement shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were made without penalty, liability, or expense to the department(s) directly impacted by the insufficient funding for the City of Killeen.

Cintas Acceptance:

Name: Jeremy Dressler

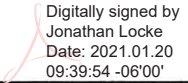
Title: Government Account Manager

Signature: 

Customer Acceptance

Name: Kent Cagle

Title: City Manger FOR

Signature: Jonathan Locke 

Digitally signed by
Jonathan Locke
Date: 2021.01.20
09:39:54 -06'00'

TB



FACILITIES SOLUTIONS AGREEMENT

Location No. 86 - Austin
Contract No.
Customer No.
Main Corporate Code -> 50716
Date 12/14/2018

Customer/Participating Agency City of Killeen
Address 101 N. College Street
City Killeen State TX Zip 76541
Phone 254-501-7600

UNIFORM PRODUCT RENTAL PRICING:

Table with 3 columns: Item #, Description, Unit Price. Row 1: See Exhibit A attached.

This agreement is effective as of this date 12/14/2018, for a term of 3 years, with the option to renew two additional 1 year periods. The length of this rental agreement will commence with the actual uniform rental, not affiliated with the start date of the master agreement.

- Name Emblem \$ Exhibit A ea
Customer Emblem \$ Exhibit A ea
COD Terms \$ NA per week charge for prior service (if Amount Due is Carried to Following Week)
Credit Terms - Charge Payments due 10 Days After End of Month
Automatic Lost Replacement Charge: Item % of Inventory \$ Ea.
Minimum Charge \$ 35.00 per delivery.
Make-Up charge \$ Exhibit A per garment.
Non-Standard/Special Cut Garment (i.e., non-standard, non-stocked unusually small or large sizes, unusually short or long sleeve or length, etc.) premium \$ Exhibit A per garment.
Seasonal Sleeve Change \$ 12.00 if applicable per garment.
Under no circumstances will the Company accept textiles bearing free liquid. Shop towels may not be used to clean up oil or solvent spills. Shop Towel container: \$ NA per week
Artwork Charge for Logo Mat \$ 150.00 if requested
Uniform Storage Lockers: \$ Exhibit A ea/week, Laundry Lock-up: \$ Exhibit A ea/week, Shipping: \$ NA
Service Charge: \$ 0.00 per week
This Service Charge is used to help Company pay various fluctuating current and future costs including, but not limited to, costs directly or indirectly related to the environment, energy issues, service and delivery of goods and services, in addition to other miscellaneous costs incurred or that may be incurred in the future by Company.
Size Change: Customer agrees to have employees measured by a Cintas representative using garment "size samples". A charge of \$ 12.00 per garment will be assessed for employees size changed within 4 weeks of installation.
Other

FACILITY SERVICES PRODUCTS PRICING:

Table with 6 columns: Bundle*, Item #, Description, Rental Freq., Inventory, Unit Price. Row 1: See Exhibit A attached.

*Indicated bundled items/services

Initial and check box if Unilease. All Garments will be cleaned by customer

Initial and check box if receiving Linen Service. Company will take periodic physical inventories of items in possession or under control customer.

Initial and check box if receiving direct embroidery. If service is discontinued for any employee or Customer deletes any of the garments with direct embroidery for any reason, or terminates this agreement for any reason or fails to renew this agreement, Customer will purchase all direct embroidered garments at the time they are removed from service at the then current replacement values.

Cintas Loc. No. 86 - Austin
By: [Signature]
Title: Governmental Regional Manager
Accepted-GM:

CUSTOMER: [Signature]
Please Sign Name
Please Print Name Ronald E. Olson
Please Print Title City Manager
Email lluciano@killeentexas.gov

US Communities Participating Public Agencies Terms

¹ **Participating Public Agencies:** Supplier agrees to extend the same terms, covenants agreed to under the Master Agreement with Lead Public Agency Harford County Public Schools to other government agencies ("Participating Public Agencies") that, in their discretion, desire to access the Master Agreement in accordance with all terms and conditions contained herein or attached hereto. Each participating Public Agency will be exclusively responsible and deal directly with Supplier on matters relating to length of agreement, ordering, delivery, inspection, acceptance, invoicing, and payment for products and services in accordance with the terms and conditions of the Master Agreement. Any disputes between a Participating Public Agency and Supplier will be resolved directly between them in accordance with and governed by the laws of the State in which the Participating Public Agency exists.

² Master Agreement available at www.uscommunities.org

Supplier General Service Terms Section

³ **Prices** Customer agrees to rent from Company, and Company agrees to provide to Customer, the Merchandise, inventory and services described on Exhibit A, "Merchandise & Pricing" at the prices set forth in Exhibit A. There will be a minimum charge of thirty-five dollars (\$35.00) per week for each Customer location required to purchase its rental services from Company as set forth in this Agreement.

⁴ **Buyback of Non-Standard Garments** Customer has ordered from Company a garment rental service requiring embroidered garments that may not be standard to Company's normal rental product line. Those non-standard products will be designated as such under Garment Description in Exhibit C. In the event Customer deletes a non-standard product, alters the design of the non-standard product, fails to renew the Agreement, or terminates the Agreement for any reason other than documented quality of service reasons which are not cured, Customer agrees to buy back all remaining non-standard products allocated to Customer that the Company has in service and out of service at the then current Loss/Damage Replacement Values.

⁵ **Flame Resistant Garments** Customer bears full responsibility for selecting the fabrics under this agreement. Customer acknowledges that Company has made no warranty, or covenant with respect to the flame-resistant qualities of the fabrics or garments or with respect to the fitness or suitability of the fabrics or garments for this purpose. Customer acknowledges that numerous manufacturers market fabrics represented to be flame-resistant. Company makes no independent representation as to the flame-resistant qualities of the fabrics selected by Customer as compared to other available fabrics or fabrics which may become available in the future. Customer agrees to notify all employees of Customer who will be wearing the flame-resistant garments that the garments are not designed for long term high heat exposure or for use around open flames and that no representation is made as to the garment's ability to protect users from injury or death. Customer hereby agrees to defend and hold harmless Company to the fullest extent permitted by law, from any claims and damages arising out of or associated with this agreement, including any failure of the garments to function as flame resistant. Further, Customer releases Company from any and all liability that results or may result from the failure of the garment to function as flame resistant.

⁶ **Logo Mats** In the event that Customer decides to delete any mat bearing the Customer's logo (Logo Mat) from the rental program, changes the design of the Logo Mats, terminates this agreement for any reason or fails to renew this Agreement, the Customer will purchase at the time of deletion, design change or termination, all remaining Logo mats that the Company has in service and out of service held in inventory at the then current Loss/Damage Replacement Value.

⁷ **Adding Employees** Additional employees and Merchandise may be added to this Agreement at any time upon written or oral request by the Customer to the Company. Any such additional employees or Merchandise shall automatically become a part of and subject to the terms of this Agreement. If such employees are employed at a Customer location that is then participating under this Agreement, the Customer shall pay Company the one time preparation fee indicated on Exhibit A. Customer shall not pay Company any one time preparation fee for garments for employees included in the initial installation of a Customer location. There will be a one-time charge for name and/or company emblems when employees are added to the program in garments requiring emblems.

⁸ **Emblem Guarantee** Customer has requested that Company supply emblems designed exclusively for Customer featuring Customer's logo or other specific identification (hereinafter "Customer Emblems"). Company will maintain a sufficient quantity of Customer Emblems in inventory to provide for Customer's needs and maintain a low cost per emblem through quantity purchases.

- 9 In the event Customer decides to discontinue the use of Customer Emblems, changes the design of the Customer Emblems, terminates this Agreement for any reason or fails to renew this Agreement, the Customer will purchase at the time of deletion, design change, termination or expiration, all remaining Customer Emblems that the Company allocated to Customer at the price indicated on Exhibit A of this Agreement. In no event shall the number of Customer Emblems allocated to Customer exceed the greater of (a) twelve (12) months' volume for each unique Customer Emblem or (b) a quantity agreed to by Company and Customer and noted on Exhibit A.
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- 11 **Replacement** In the event any Merchandise is lost, stolen or is not returned to Company, or is destroyed or damaged by fire, welding damage, acid, paint, ink, chemicals, neglect or otherwise, the Customer agrees to pay for said Merchandise at the then current Loss/Damage Replacement Values.
- 12 **Indemnification** To the fullest extent permitted by law, Company agrees to defend, indemnify, pay on behalf of and save harmless the Participating Public Agency, its elected and appointed officials, agents, employees and authorized volunteers against any and all claims, liability, demands, suits or loss, including reasonable attorneys' fees and all other costs connected therewith, arising out of or connected to the services provided by Company under this Contract, but only to the extent of Company's negligence.
- 13 **Additional Items:** Additional customer employees, products and services may be added to this agreement and shall automatically become a part of and subject to the terms hereof and all of its provisions. If this agreement is terminated early for convenience, the parties agree that the damages sustained by Company will be substantial and difficult to ascertain. Therefore, if this agreement is terminated by Customer prior to the applicable expiration date for any reason other than documented quality of service reasons which are not cured, or terminated by Company for non-payment by Customer at any time Customer will pay to Company, as liquidated damages and not as a penalty based upon the following schedule:
If this agreement is cancelled for convenience in the first twelve months of the term, Customer shall pay as liquidated damages equal to 50 weeks of rental service.
If this agreement is cancelled for convenience in months thirteen (13) through eighteen (18) of the term, Customer shall pay as liquidated damages equal to 36 weeks of rental service
If this agreement is cancelled for convenience in months nineteen (19) through twenty-four (24) of the term, Customer shall pay as liquidated damages equal to 23 weeks of rental service.
If this agreement is cancelled after 24 months of service, Customer shall pay as liquidated damages of 10 weeks of rental service.
Customer shall also be responsible to return all of the Merchandise allocated to such Customer locations terminating this Agreement at the then current Loss/Damage Replacement Values and for any unpaid charges on Customer's account prior to termination.
- 14 **Service Guarantee:** Company guarantees to deliver the highest quality textile rental service at all times. Any complaints about the quality of the service which have not been resolved in the normal course of business must be sent by registered letter to Company's General Manager. If Company then fails to resolve any material complaint in a reasonable period of time, Customer may terminate this agreement provided all rental items are paid for at the then current replacement values or returned to Company in good and usable condition.
- 15 **Enhanced-Visibility or High-Visibility Garments:** Customer bears sole responsibility for: (a) determining the level of visibility needed by wearers of the garments for their specific work conditions or uses; (b) identifying and selecting which garments meet the required level of visibility for any particular work conditions or uses; and (c) determining when garments require repair or replacement to meet the required level of visibility. Customer acknowledges and understands that the garments alone do not ensure visibility of the wearer. Customer further acknowledges that Company is relying upon Customer to determine whether any garments need repair or replacement to maintain the required level of visibility. Company represents only that the garments supplied satisfy certain ANSI/ISEA standards to the extent the garments are so labeled. Customer acknowledges that Company has made no other representations, covenants or warranties, whether express or implied, related to the garments. Further, Customer hereby releases Company from any and all liability that results or might result from the failure of the garments to function per ANSI/ISEA standards, and further agrees to defend, indemnify to the fullest extent permitted by law, and hold the Company harmless from any claims that result or might result from such failure.

Cintas/City of Killeen Agreement - Exhibit A

Item	Item Number	Rental Unit Pricing	Lost/Replacement Charge
205/271	Women's Comfort Shirt	\$0.19	\$ 17.00
259	Polo Shirt	\$0.27	\$ 20.47
270	Men's Cargo Pants	\$0.33	\$ 27.46
273	WOW Shirt	\$0.28	\$ 32.26
275	Hi Performance Polo	\$0.38	\$ 41.33
280	Carhartt FRC Five Pocket Jean	\$0.71	\$ 55.00
291	Carhartt FRC Coverall	\$1.12	\$ 120.00
330	100% Cotton Work Shirt	\$0.24	\$ 17.62
340	100% Cotton Work Pants	\$0.35	\$ 24.61
374	Men's Oxford Shirt	\$0.25	\$ 21.76
382	Carhartt Carpenter Jean	\$0.47	\$ 30.05
383	Carhartt Work Pant	\$0.47	\$ 26.94
384	Carhartt Work Shirt	\$0.41	\$ 24.87
390 / 395	Women's Comfort Pants	\$0.28	\$ 21.76
677	Permalined Jacket	\$0.44	\$ 32.13
865	Pleated Pants	\$0.28	\$ 22.80
894	Dickie's Five Pocket Jean	\$0.47	\$ 26.94
910	100% Cotton Coveralls	\$0.42	\$ 41.97
912	Poly-Cotton Blend Coveralls	\$0.31	\$ 30.57
935	Comfort-Flex Work Shirt	\$0.18	\$ 15.55
945	Comfort-Flex Flat Front Pants	\$0.21	\$ 18.39
970	Hip-Length Jacket	\$0.42	\$ 30.57
59935	Enhanced-Vis Comfort Shirt	\$0.55	\$ 30.60
65418	High-Vis ANSI Shirt	\$0.92	\$ 53.10
66273	Shirt	\$0.28	\$ 32.26
66275	Women's High Performance	\$0.38	\$ 41.33
66528	Women's Oxford Shirt	\$0.23	\$ 22.07
	Soiled Hamper	\$0.00	
	Lockers	\$3.63	
843XX	3x5 Carpet Mat	\$2.07	\$ 46.64
844XX	4x6 Carpet Mat	\$2.52	\$ 72.54
840XX	3x10 Carpet Mat	\$3.04	\$ 93.27
2570	24" Dust Mop	\$0.82	\$ 10.36
2590	36" Dust Mop	\$0.98	\$ 10.36
2604	48" Dust Mop	\$1.29	\$ 12.46
2650	Wet Mop	\$1.43	\$ 10.36
	Uniform Advantage	\$0.08	NA
	Premium Uniform Advantage (High-Vis or FRC)	\$0.16	NA
	Emblem Advantage Program	\$0.09	NA
	Company Emblem (if not using Emblem Advantage)	\$3.00	NA
	Employee Name Emblem (if not using Emblem Advantage)	\$1.55	NA
	Preparation Advantage Program	\$0.05	NA
	Make-Up Charge (if not using Prep Advantage)	\$1.55	NA
	Delivery Fee	\$0.00	NA

Cintas/City of Killeen Agreement - Exhibit A

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	Preparation Advantage Program	\$0.05	NA
	Make-Up Charge (if not using Prep Advantage)	\$1.55	NA
	Delivery Fee	\$0.00	NA



MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement (“Agreement”) is made between certain government agencies that execute a Lead Public Agency Certificate (collectively, “Lead Public Agencies”) to be appended and made a part hereof and other government agencies (“Participating Public Agencies”) that agree to the terms and conditions hereof through the U.S. Communities registration process and made a part hereof.

RECITALS

WHEREAS, after a competitive solicitation and selection process by Lead Public Agencies, in compliance with their own policies, procedures, rules and regulations, a number of suppliers (each, a “Contract Supplier”) have entered into Master Agreements with Lead Public Agencies to provide a variety of goods, products and services based on national and international volumes (herein “Products and Services”);

WHEREAS, Master Agreements are made available by Lead Public Agencies through U.S. Communities and provide that Participating Public Agencies may purchase Products and Services on the same terms, conditions and pricing as the Lead Public Agency, subject to any applicable local purchasing ordinances and the laws of the State of purchase;

WHEREAS, the parties desire to comply with the requirements and formalities of any intergovernmental cooperative act, if applicable, to the laws of the State of purchase;

WHEREAS, the parties hereto desire to conserve resources and reduce procurement cost;

WHEREAS, the parties hereto desire to improve the efficiency, effectiveness and economy of the procurement of necessary Products and Services;

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties agree as follows:

1. That each party will facilitate the cooperative procurement of Products and Services.
2. That the procurement of Products and Services subject to this Agreement shall be conducted in accordance with and subject to the relevant statutes, ordinances, rules and regulations that govern each party’s procurement practices.
3. That the cooperative use of solicitations obtained by a party to this Agreement shall be in accordance with the terms and conditions of the solicitation, except as modification of those terms and conditions is otherwise allowed or required by applicable law.
4. That the Lead Public Agencies will make available, upon reasonable request and subject to convenience, information which may assist in improving the effectiveness, efficiency and economy of Participating Public Agencies’ procurement of Products and Services
5. That the Participating Public Agency will make timely payments to the Contract Supplier for Products and Services received in accordance with the terms and conditions of the procurement. Payment, inspections and acceptance of Products and Services ordered by the Participating Public Agency shall be the exclusive obligation of such Participating Public Agency. Disputes between the Participating Public Agency and Contract Supplier are to be resolved in accordance with the applicable laws and venue rules of the State of purchase.
6. The Participating Public Agency shall not use this Agreement as a method for obtaining additional concessions or reduced prices for similar products or services.
7. The Participating Public Agency is solely responsible for ordering, accepting, and paying and any other action, inaction or decision regarding the Products and Services obtained under this Agreement. A Lead Public Agency shall not be liable in any fashion for any violation by a Participating Public Agency, and the Participating Public Agency shall be responsible for its own conduct to the extent permitted by law.
8. The exercise of any rights or remedies by the Participating Public Agency shall be the exclusive obligation of such Participating Public Agency.
9. This Agreement shall remain in effect until termination by a party giving thirty (30) days prior written notice to U.S. Communities at 2999 Oak Road, Suite 710, Walnut Creek, CA 94597.
10. This Agreement shall become effective after execution of the Lead Public Agency Certificate or Participating Public Agency registration, as applicable.

CITY COUNCIL MEMORANDUM FOR RESOLUTION

DATE: November 13, 2018
TO: Ronald L. Olson, City Manager
FROM: Jonathan Locke, Executive Director of Finance
SUBJECT: Authorize the award of Uniform Services, Bid No. 19-07, to Cintas

BACKGROUND AND FINDINGS:

On October 23, 2018, at 2:00 pm, bids were opened and read aloud for the procurement of the City’s uniform services. A total of 361 City employees across the Aviation, Community Development, Community Services and Finance Departments require uniforms to help the City maintain a professional image and to clearly identify City workers to the public. Uniform services addressed by this contract include uniform rental, cleaning of uniforms and accessory items (e.g. floor mats, dust mops and shop towels). During the preceding three fiscal years, FY2016, FY2017 and FY2018, the cost of the uniform services for the departments included has been \$181,951, \$155,115 and \$151,885, respectively.

Two vendors, Cintas and Unifirst, submitted bids and an interview was conducted with both companies. A panel of six employees evaluated the vendor bid proposals and interviews based on ten categories that include: purchase price, terms and conditions, reputation of the bidder and of the bidder’s goods/services, quality of bidder’s good/services, whether the goods/services meet City’s needs, bidder’s past relationship with the City, delivery/pick up process, sample invoice provided, three references provided and the Conflict of Interest Questionnaire provided.

The contract awarded under this bid is based upon the evaluation scores and will be for a term of three (3) years with the option to renew for two (2) additional one (1) year periods.

Summary of bid totals per uniform item requested at a weekly cost to rent and clean and rent only are shown below. Cintas submitted pricing based on of the U.S. Communities Cooperative Contract.

Vendor:	Rent & Clean Weekly Price	Rent Only Weekly Price
Cintas	\$60.67	\$15.64
Unifirst	\$62.67	\$16.43

THE ALTERNATIVES CONSIDERED:

1. Award the bid as recommended.
2. Reject the bid and rebid uniform services or purchase uniforms and contract with a laundry service.

Which alternative is recommended? Why?

The first alternative is recommended because it is the most cost effective and efficient.

CONFORMITY TO CITY POLICY:

An invitation to bid for the procurement of Uniform Services was advertised in compliance with the Texas Local Government Code chapter 252 and the City's purchasing policy.

FINANCIAL IMPACT:

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

The total amount of expenditures in FY 2019 is estimated to be \$150,454. Uniform Services are budgeted in the respective department's uniform and clothing accounts.

Is this a one-time or recurring expenditure?

This is a recurring expenditure with fixed costs.

Is this expenditure budgeted?

Yes, these expenditures are budgeted annually by the departments requiring the products and services.

If not, where will the money come from?

N/A

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

Yes, the uniform and clothing accounts of the divisions that utilize uniform services have sufficient funding.

RECOMMENDATION:

Staff recommends that City Council award Bid 19-07, Uniform services, to Cintas for the City's uniform services through the U.S. Communities cooperative contract program, and that the City Manager or designee be authorized to execute any change orders as permitted by state and local law.

DEPARTMENTAL CLEARANCES:

Purchasing
Finance
Legal

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

That the above stated recommendation is hereby approved and authorized.

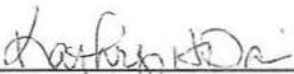
PASSED AND APPROVED at a regular meeting of the City Council of the City of Killeen, Texas, this the 27th day of November, 2018, at which meeting a quorum was present, held in accordance with the provisions of V.T.C.A., Government Code, § 551.001 *et seq.*

APPROVED



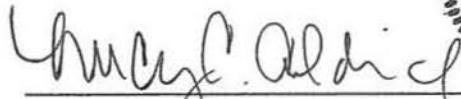
Jose L. Segarra
MAYOR

APPROVED AS TO FORM:



Kathryn H. Davis
CITY ATTORNEY

ATTEST:



Lucy C. Aldrich
CITY SECRETARY



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.

Cintas Corporation
Austin, TX United States

Certificate Number:
2018-417237

Date Filed:
10/22/2018

Date Acknowledged:

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

City of Killeen

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

19-07
Uniform rental 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 Jeremy Dressler, and my date of birth is 11/1/79.

My address is 3103 Ridge Trace Circle, Mansfield, TX, 76063, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Tarrant County, State of TX, on the 22 day of October, 20 18.
(month) (year)

Jeremy Dressler
Signature of authorized agent of contracting business entity (Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM **1295**

1 of 1

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

**OFFICE USE ONLY
 CERTIFICATION OF FILING**

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
 Cintas Corporation
 Austin, TX United States

Certificate Number:
 2018-417237

Date Filed:
 10/22/2018

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:
 11/28/2018

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.
 19-07
 Uniform rental 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 _____, and my date of birth is _____.

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

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

Executed in _____ County, State of _____, on the ____ day of _____, 20____.
(month) (year)

 Signature of authorized agent of contracting business entity
 (Declarant)



FACILITIES SOLUTIONS AGREEMENT

Location No. 86 - Austin
Contract No.
Customer No.
Main Corporate Code -> 50716
Date 12/14/2018

Customer/Participating Agency City of Killeen
Address 101 N. College Street
City Killeen State TX Zip 76541
Phone 254-501-7600

UNIFORM PRODUCT RENTAL PRICING:

Table with 3 columns: Item #, Description, Unit Price. Row 1: See Exhibit A attached.

This agreement is effective as of this date 12/14/2018, for a term of 3 years, with the option to renew two additional 1 year periods. The length of this rental agreement will commence with the actual uniform rental, not affiliated with the start date of the master agreement.

- Name Emblem \$ Exhibit A ea
Customer Emblem \$ Exhibit A ea
COD Terms \$ NA per week charge for prior service (if Amount Due is Carried to Following Week)
Credit Terms - Charge Payments due 10 Days After End of Month
Automatic Lost Replacement Charge: Item % of Inventory \$ Ea.
Minimum Charge \$ 35.00 per delivery.
Make-Up charge \$ Exhibit A per garment.
Non-Standard/Special Cut Garment (i.e., non-standard, non-stocked unusually small or large sizes, unusually short or long sleeve or length, etc.) premium \$ Exhibit A per garment.
Seasonal Sleeve Change \$ 12.00 if applicable per garment.
Under no circumstances will the Company accept textiles bearing free liquid. Shop towels may not be used to clean up oil or solvent spills. Shop Towel container: \$ NA per week
Artwork Charge for Logo Mat \$ 150.00 if requested
Uniform Storage Lockers: \$ Exhibit A ea/week, Laundry Lock-up: \$ Exhibit A ea/week, Shipping: \$ NA
Service Charge: \$ 0.00 per week
This Service Charge is used to help Company pay various fluctuating current and future costs including, but not limited to, costs directly or indirectly related to the environment, energy issues, service and delivery of goods and services, in addition to other miscellaneous costs incurred or that may be incurred in the future by Company.
Size Change: Customer agrees to have employees measured by a Cintas representative using garment "size samples". A charge of \$ 12.00 per garment will be assessed for employees size changed within 4 weeks of installation.
Other

FACILITY SERVICES PRODUCTS PRICING:

Table with 6 columns: Bundle*, Item #, Description, Rental Freq., Inventory, Unit Price. Row 1: See Exhibit A attached.

*Indicated bundled items/services

Initial and check box if Unilease. All Garments will be cleaned by customer

Initial and check box if receiving Linen Service. Company will take periodic physical inventories of items in possession or under control customer.

Initial and check box if receiving direct embroidery. If service is discontinued for any employee or Customer deletes any of the garments with direct embroidery for any reason, or terminates this agreement for any reason or fails to renew this agreement, Customer will purchase all direct embroidered garments at the time they are removed from service at the then current replacement values.

Cintas Loc. Nos. 86 - Austin
By: [Signature]
Title: Governmental Regional Manager
Accepted-GM:

CUSTOMER: [Signature]
Please Sign Name
Please Print Name Ronald E. Olson
Please Print Title City Manager
Email lluciano@killeentexas.gov

US Communities Participating Public Agencies Terms

¹ **Participating Public Agencies:** Supplier agrees to extend the same terms, covenants agreed to under the Master Agreement with Lead Public Agency Harford County Public Schools to other government agencies ("Participating Public Agencies") that, in their discretion, desire to access the Master Agreement in accordance with all terms and conditions contained herein or attached hereto. Each participating Public Agency will be exclusively responsible and deal directly with Supplier on matters relating to length of agreement, ordering, delivery, inspection, acceptance, invoicing, and payment for products and services in accordance with the terms and conditions of the Master Agreement. Any disputes between a Participating Public Agency and Supplier will be resolved directly between them in accordance with and governed by the laws of the State in which the Participating Public Agency exists.

² Master Agreement available at www.uscommunities.org

Supplier General Service Terms Section

³ **Prices** Customer agrees to rent from Company, and Company agrees to provide to Customer, the Merchandise, inventory and services described on Exhibit A, "Merchandise & Pricing" at the prices set forth in Exhibit A. There will be a minimum charge of thirty-five dollars (\$35.00) per week for each Customer location required to purchase its rental services from Company as set forth in this Agreement.

⁴ **Buyback of Non-Standard Garments** Customer has ordered from Company a garment rental service requiring embroidered garments that may not be standard to Company's normal rental product line. Those non-standard products will be designated as such under Garment Description in Exhibit C. In the event Customer deletes a non-standard product, alters the design of the non-standard product, fails to renew the Agreement, or terminates the Agreement for any reason other than documented quality of service reasons which are not cured, Customer agrees to buy back all remaining non-standard products allocated to Customer that the Company has in service and out of service at the then current Loss/Damage Replacement Values.

⁵ **Flame Resistant Garments** Customer bears full responsibility for selecting the fabrics under this agreement. Customer acknowledges that Company has made no warranty, or covenant with respect to the flame-resistant qualities of the fabrics or garments or with respect to the fitness or suitability of the fabrics or garments for this purpose. Customer acknowledges that numerous manufacturers market fabrics represented to be flame-resistant. Company makes no independent representation as to the flame-resistant qualities of the fabrics selected by Customer as compared to other available fabrics or fabrics which may become available in the future. Customer agrees to notify all employees of Customer who will be wearing the flame-resistant garments that the garments are not designed for long term high heat exposure or for use around open flames and that no representation is made as to the garment's ability to protect users from injury or death. Customer hereby agrees to defend and hold harmless Company to the fullest extent permitted by law, from any claims and damages arising out of or associated with this agreement, including any failure of the garments to function as flame resistant. Further, Customer releases Company from any and all liability that results or may result from the failure of the garment to function as flame resistant.

⁶ **Logo Mats** In the event that Customer decides to delete any mat bearing the Customer's logo (Logo Mat) from the rental program, changes the design of the Logo Mats, terminates this agreement for any reason or fails to renew this Agreement, the Customer will purchase at the time of deletion, design change or termination, all remaining Logo mats that the Company has in service and out of service held in inventory at the then current Loss/Damage Replacement Value.

⁷ **Adding Employees** Additional employees and Merchandise may be added to this Agreement at any time upon written or oral request by the Customer to the Company. Any such additional employees or Merchandise shall automatically become a part of and subject to the terms of this Agreement. If such employees are employed at a Customer location that is then participating under this Agreement, the Customer shall pay Company the one time preparation fee indicated on Exhibit A. Customer shall not pay Company any one time preparation fee for garments for employees included in the initial installation of a Customer location. There will be a one-time charge for name and/or company emblems when employees are added to the program in garments requiring emblems.

⁸ **Emblem Guarantee** Customer has requested that Company supply emblems designed exclusively for Customer featuring Customer's logo or other specific identification (hereinafter "Customer Emblems"). Company will maintain a sufficient quantity of Customer Emblems in inventory to provide for Customer's needs and maintain a low cost per emblem through quantity purchases.

- 9 In the event Customer decides to discontinue the use of Customer Emblems, changes the design of the Customer Emblems, terminates this Agreement for any reason or fails to renew this Agreement, the Customer will purchase at the time of deletion, design change, termination or expiration, all remaining Customer Emblems that the Company allocated to Customer at the price indicated on Exhibit A of this Agreement. In no event shall the number of Customer Emblems allocated to Customer exceed the greater of (a) twelve (12) months' volume for each unique Customer Emblem or (b) a quantity agreed to by Company and Customer and noted on Exhibit A.
- 10 **Terminating Employees** Subject to the provisions of this Agreement, the weekly rental charge attributable to any individual leaving the employ of the Customer, or on a temporary leave of absence of three (3) weeks or more, shall be terminated upon oral or written notice by the Customer to the Company but only after all garments issued to that individual, or value of same at the then current Loss/Damage Replacement Values, are returned to Company
- 11 **Replacement** In the event any Merchandise is lost, stolen or is not returned to Company, or is destroyed or damaged by fire, welding damage, acid, paint, ink, chemicals, neglect or otherwise, the Customer agrees to pay for said Merchandise at the then current Loss/Damage Replacement Values.
- 12 **Indemnification** To the fullest extent permitted by law, Company agrees to defend, indemnify, pay on behalf of and save harmless the Participating Public Agency, its elected and appointed officials, agents, employees and authorized volunteers against any and all claims, liability, demands, suits or loss, including reasonable attorneys' fees and all other costs connected therewith, arising out of or connected to the services provided by Company under this Contract, but only to the extent of Company's negligence.
- 13 **Additional Items:** Additional customer employees, products and services may be added to this agreement and shall automatically become a part of and subject to the terms hereof and all of its provisions. If this agreement is terminated early for convenience, the parties agree that the damages sustained by Company will be substantial and difficult to ascertain. Therefore, if this agreement is terminated by Customer prior to the applicable expiration date for any reason other than documented quality of service reasons which are not cured, or terminated by Company for non-payment by Customer at any time Customer will pay to Company, as liquidated damages and not as a penalty based upon the following schedule:
If this agreement is cancelled for convenience in the first twelve months of the term, Customer shall pay as liquidated damages equal to 50 weeks of rental service.
If this agreement is cancelled for convenience in months thirteen (13) through eighteen (18) of the term, Customer shall pay as liquidated damages equal to 36 weeks of rental service
If this agreement is cancelled for convenience in months nineteen (19) through twenty-four (24) of the term, Customer shall pay as liquidated damages equal to 23 weeks of rental service.
If this agreement is cancelled after 24 months of service, Customer shall pay as liquidated damages of 10 weeks of rental service.
Customer shall also be responsible to return all of the Merchandise allocated to such Customer locations terminating this Agreement at the then current Loss/Damage Replacement Values and for any unpaid charges on Customer's account prior to termination.
- 14 **Service Guarantee:** Company guarantees to deliver the highest quality textile rental service at all times. Any complaints about the quality of the service which have not been resolved in the normal course of business must be sent by registered letter to Company's General Manager. If Company then fails to resolve any material complaint in a reasonable period of time, Customer may terminate this agreement provided all rental items are paid for at the then current replacement values or returned to Company in good and usable condition.
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Cintas/City of Killeen Agreement - Exhibit A

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291	Carhartt FRC Coverall	\$1.12	\$ 120.00
330	100% Cotton Work Shirt	\$0.24	\$ 17.62
340	100% Cotton Work Pants	\$0.35	\$ 24.61
374	Men's Oxford Shirt	\$0.25	\$ 21.76
382	Carhartt Carpenter Jean	\$0.47	\$ 30.05
383	Carhartt Work Pant	\$0.47	\$ 26.94
384	Carhartt Work Shirt	\$0.41	\$ 24.87
390 / 395	Women's Comfort Pants	\$0.28	\$ 21.76
677	Permalined Jacket	\$0.44	\$ 32.13
865	Pleated Pants	\$0.28	\$ 22.80
894	Dickie's Five Pocket Jean	\$0.47	\$ 26.94
910	100% Cotton Coveralls	\$0.42	\$ 41.97
912	Poly-Cotton Blend Coveralls	\$0.31	\$ 30.57
935	Comfort-Flex Work Shirt	\$0.18	\$ 15.55
945	Comfort-Flex Flat Front Pants	\$0.21	\$ 18.39
970	Hip-Length Jacket	\$0.42	\$ 30.57
59935	Enhanced-Vis Comfort Shirt	\$0.55	\$ 30.60
65418	High-Vis ANSI Shirt	\$0.92	\$ 53.10
66273	Shirt	\$0.28	\$ 32.26
66275	Women's High Performance	\$0.38	\$ 41.33
66528	Women's Oxford Shirt	\$0.23	\$ 22.07
	Soiled Hamper	\$0.00	
	Lockers	\$3.63	
843XX	3x5 Carpet Mat	\$2.07	\$ 46.64
844XX	4x6 Carpet Mat	\$2.52	\$ 72.54
840XX	3x10 Carpet Mat	\$3.04	\$ 93.27
2570	24" Dust Mop	\$0.82	\$ 10.36
2590	36" Dust Mop	\$0.98	\$ 10.36
2604	48" Dust Mop	\$1.29	\$ 12.46
2650	Wet Mop	\$1.43	\$ 10.36
	Uniform Advantage	\$0.08	NA
	Premium Uniform Advantage (High-Vis or FRC)	\$0.16	NA
	Emblem Advantage Program	\$0.09	NA
	Company Emblem (if not using Emblem Advantage)	\$3.00	NA
	Employee Name Emblem (if not using Emblem Advantage)	\$1.55	NA
	Preparation Advantage Program	\$0.05	NA
	Make-Up Charge (if not using Prep Advantage)	\$1.55	NA
	Delivery Fee	\$0.00	NA

Cintas/City of Killeen Agreement - Exhibit A

Item	Item Number	Rental Unit Pricing	Lost/Replacement Charge
205/271	Women's Comfort Shirt	\$0.19	\$ 17.00
259	Polo Shirt	\$0.27	\$ 20.47
270	Men's Cargo Pants	\$0.33	\$ 27.46
273	WOW Shirt	\$0.28	\$ 32.26
275	Hi Performance Polo	\$0.38	\$ 41.33
280	Carhartt FRC Five Pocket Jean	\$0.71	\$ 55.00
291	Carhartt FRC Coverall	\$1.12	\$ 120.00
330	100% Cotton Work Shirt	\$0.24	\$ 17.62
340	100% Cotton Work Pants	\$0.35	\$ 24.61
374	Men's Oxford Shirt	\$0.25	\$ 21.76
382	Carhartt Carpenter Jean	\$0.47	\$ 30.05
383	Carhartt Work Pant	\$0.47	\$ 26.94
384	Carhartt Work Shirt	\$0.41	\$ 24.87
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2650	Wet Mop	\$1.43	\$ 10.36
	Uniform Advantage	\$0.08	NA
	Premium Uniform Advantage (High-Vis or FRC)	\$0.16	NA
	Emblem Advantage Program	\$0.09	NA
	Company Emblem (if not using Emblem Advantage)	\$3.00	NA
	Employee Name Emblem (if not using Emblem Advantage)	\$1.55	NA
	Preparation Advantage Program	\$0.05	NA
	Make-Up Charge (if not using Prep Advantage)	\$1.55	NA
	Delivery Fee	\$0.00	NA



MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement (“Agreement”) is made between certain government agencies that execute a Lead Public Agency Certificate (collectively, “Lead Public Agencies”) to be appended and made a part hereof and other government agencies (“Participating Public Agencies”) that agree to the terms and conditions hereof through the U.S. Communities registration process and made a part hereof.

RECITALS

WHEREAS, after a competitive solicitation and selection process by Lead Public Agencies, in compliance with their own policies, procedures, rules and regulations, a number of suppliers (each, a “Contract Supplier”) have entered into Master Agreements with Lead Public Agencies to provide a variety of goods, products and services based on national and international volumes (herein “Products and Services”);

WHEREAS, Master Agreements are made available by Lead Public Agencies through U.S. Communities and provide that Participating Public Agencies may purchase Products and Services on the same terms, conditions and pricing as the Lead Public Agency, subject to any applicable local purchasing ordinances and the laws of the State of purchase;

WHEREAS, the parties desire to comply with the requirements and formalities of any intergovernmental cooperative act, if applicable, to the laws of the State of purchase;

WHEREAS, the parties hereto desire to conserve resources and reduce procurement cost;

WHEREAS, the parties hereto desire to improve the efficiency, effectiveness and economy of the procurement of necessary Products and Services;

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties agree as follows:

1. That each party will facilitate the cooperative procurement of Products and Services.
2. That the procurement of Products and Services subject to this Agreement shall be conducted in accordance with and subject to the relevant statutes, ordinances, rules and regulations that govern each party’s procurement practices.
3. That the cooperative use of solicitations obtained by a party to this Agreement shall be in accordance with the terms and conditions of the solicitation, except as modification of those terms and conditions is otherwise allowed or required by applicable law.
4. That the Lead Public Agencies will make available, upon reasonable request and subject to convenience, information which may assist in improving the effectiveness, efficiency and economy of Participating Public Agencies’ procurement of Products and Services
5. That the Participating Public Agency will make timely payments to the Contract Supplier for Products and Services received in accordance with the terms and conditions of the procurement. Payment, inspections and acceptance of Products and Services ordered by the Participating Public Agency shall be the exclusive obligation of such Participating Public Agency. Disputes between the Participating Public Agency and Contract Supplier are to be resolved in accordance with the applicable laws and venue rules of the State of purchase.
6. The Participating Public Agency shall not use this Agreement as a method for obtaining additional concessions or reduced prices for similar products or services.
7. The Participating Public Agency is solely responsible for ordering, accepting, and paying and any other action, inaction or decision regarding the Products and Services obtained under this Agreement. A Lead Public Agency shall not be liable in any fashion for any violation by a Participating Public Agency, and the Participating Public Agency shall be responsible for its own conduct to the extent permitted by law.
8. The exercise of any rights or remedies by the Participating Public Agency shall be the exclusive obligation of such Participating Public Agency.
9. This Agreement shall remain in effect until termination by a party giving thirty (30) days prior written notice to U.S. Communities at 2999 Oak Road, Suite 710, Walnut Creek, CA 94597.
10. This Agreement shall become effective after execution of the Lead Public Agency Certificate or Participating Public Agency registration, as applicable.



CONTRACT MODIFICATION

MODIFICATION #10

ISSUE DATE: December 14, 2022

REFERENCE: Title: Facilities Management Products and Solutions
 Contract #: R-BB-19002
 Contractor: Cintas Corporation No. 2
 Period of Contract: December 13, 2019 through October 31, 2025

Modify the above referenced contract as follows:

1. **Renew** contract period from November 1, 2025 through October 31, 2027. This is the final renewal option.
2. PWCS authorizes a 7.7% increase to all contracted items per the attached effective January 15, 2023.
3. All non-contracted items are priced pursuant to the structure detailed in the contract R-BB-19002 and through the contract percentage discounts.

Except for the changes provided herein, all other terms and conditions of this contract remain unchanged and in full force and effect.

Brian Burtner, CPPB, VCO
 Administrative Coordinator

CINTAS CORPORATION NO. 2

PRINCE WILLIAM COUNTY PUBLIC SCHOOLS

 Signature

 Signature

Joe Cervi VP Sales

 Name and Title

Colleen Keener, CPPB, CPCP, VCO, VCA
 Supervisor of Purchasing

12/14/22

 Date

12/19/2022

 Date

PURCHASING OFFICE

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:
2023-1013196

Date Filed:
04/27/2023

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Cintas
Round Rock, 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.
Bid 19-07
Uniform Rental 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.

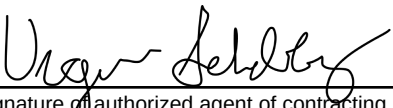
6 UNSWORN DECLARATION

My name is Virginia Schabbing, and my date of birth is 02/25/1988.

My address is 4324 Lauren Way, Flower Mound, TX, 75028, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Denton County, State of Texas, on the 27 day of April, 2023.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)



CINTAS CONTRACT AMENDMENT

RS-23-084

May 16, 2023

121

Background

2

- ❑ Bid 19-07 Uniform Services was awarded to Cintas in November 2018 for a three (3) year term with the option to renew (2) additional one (1) year terms
- ❑ December 2020 the agreement was amended to void the renewal terms and contract for a consecutive three (3) year term with a cost savings of \$14,724 annually

Background Count.

3

- April 2023 Cintas renewed their cooperative agreement with Omnia through October 21, 2027 agreeing to a unit cost increase of 7.7%
- Cintas has offered to waive the 7.7% price increase if the City amends the current agreement through October 21, 2027

Alternatives

4

- Do not approve the contract amendment and allow the overall uniform cost to increase 7.7% through the current contract term
- Approve the contract amendment for Cintas and extend the agreement out to October 31, 2027

Recommendation

5

City Council amend the Uniform Rental agreement with Cintas for an additional four (4) year term in an amount of \$200,000 for FY2023, and that the City Manager be authorized to execute change orders as permitted by state and local law



City of Killeen

Staff Report

File Number: RS-23-085

Consider a memorandum/resolution approving amendments to the Economic Development Policy.

DATE: May 16, 2023
TO: Kent Cagle, City Manager
FROM: Edwin Revell, Executive Director of Development Services
SUBJECT: Approve amendments to the Economic Development Policy

BACKGROUND AND FINDINGS:

Killeen City Council adopted our current Economic Development Policy on January 15, 2019 (19-007R). The City of Killeen delegates primary responsibility for economic development to the Killeen Economic Development Corporation (KEDC) with the intent of stimulating local economic activity and creating competitive-wage jobs while broadening the tax base. This Economic Development Policy establishes the economic development incentives that are available in the City of Killeen.

The Economic Development Policy provides that City Council shall review the policy annually to ensure its ongoing relevance. The attached policy contains the following amendments:

- Defines North Killeen as a targeted investment area
- Clarifies KEDC's role in economic development to include strategic economic development planning that integrates the community's goal, resources, and priorities of city partners.
- Expands the list of city partners to include Killeen Independent School District, Central Texas College, Greater Killeen Chamber of Commerce, Innovation Black Chamber of Commerce, Hispanic-American Chamber of Commerce, and Bell County.
- Clarifies incentives offered by the City and KEDC.
- KEDC annual audit requirement

THE ALTERNATIVES CONSIDERED:

The City Council has the following alternatives:

1. Do not approve the amended Policy;
2. Approve the Policy with additional amendments; or
3. Approve the Policy as presented.

Which alternative is recommended? Why?

Staff recommends alternative number three. The submitted document satisfies the economic policy directive listed in the City's adopted Governing Standards and Expectations.

CONFORMITY TO CITY POLICY:

This action conforms with City policy.

FINANCIAL IMPACT:

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

Approval of this action carries no expenditures

Is this a one-time or recurring expenditure?

There are no expenditures associated with the item.

Is this expenditure budgeted?

There are no expenditures associated with this item.

If not, where will the money come from?

There are no expenditures associated with this item.

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

There are no expenditures associated with this item.

RECOMMENDATION:

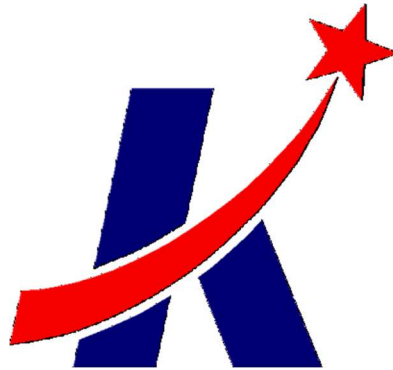
Staff recommends that the City Council approve the amendments to the Economic Development Policy as presented.

DEPARTMENTAL CLEARANCES:

Legal
Finance

ATTACHED SUPPORTING DOCUMENTS:

Revised Economic Development Policy



City of Killeen

Economic Development Policy

ADOPTED VIA RESOLUTION - ____

ECONOMIC DEVELOPMENT POLICY:

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DIVISION 2. ECONOMIC DEVELOPMENT PROGRAM..... 2

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 Sec. 3-10. Workforce Development..... 3

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ECONOMIC DEVELOPMENT POLICY

DIVISION 1. INTRODUCTION

The City of Killeen desires to create a policy for economic development incentives that are specific enough to establish clear boundaries, but not overly restrictive, so as to allow for flexibility and discretion and ensure that the best interests of the community are served. The City delegates primary responsibility for economic development to the Killeen Economic Development Corporation (KEDC).

The Economic Development Policy will guide economic development activities by directing the growth of Killeen to maximize economic potential, secure and enhance quality of life, and create a bright future. The City of Killeen desires to stimulate economic activity and create competitive wage jobs, thereby broadening its collective tax base and attracting investments that would improve the quality of life for its citizens.

DIVISION 2. ECONOMIC DEVELOPMENT PROGRAM

Sec. 2-10. Purpose

The purpose of this policy is to grant, and vest authority to offer incentives, when appropriate, to eligible applicants or projects that support:

1. Growth of private sector employment that provides competitive wage jobs and talent development, within the City of Killeen;
2. Increased tax revenue and other revenues;
3. Diversifying the economic base; and/or
4. Public infrastructure development.

This policy is intended to attract new businesses and encourage expansion of existing businesses. The City Council, at its sole discretion, may offer assistance to retain existing businesses when they deem it appropriate to do so.

Sec. 2-20. Goals

The City of Killeen has the following goals:

- A. **Employment** – Stimulate the creation and retention of permanent competitive wage jobs that reduce unemployment and underemployment rates;
- B. **Fiscal** - Promote and encourage private sector capital investment that generates stable long-term revenue streams to support the City’s services and infrastructure;
- C. **Economic Diversification** - Encourage and foster the development of targeted industries;
- D. **Workforce Development** - Close the “Capabilities Gap” by supporting new and existing

businesses and industries that adopt new technology and processes;

- E. **Business Retention & Expansion** - Support existing businesses and industry by providing services and programs that facilitate expansion and long-term stability;
- F. **Targeted Investment Areas** - Facilitate development of key commerce and industrial areas including North Killeen and existing and future business/industrial parks that will result in incremental infrastructure development;
- G. **Public Infrastructure Development** – Promote the construction of public infrastructure to ensure that key sites are ready for development; and
- H. **Place design**- Place design to shape developments. Incentives can be used to add quality, or up-scale features to a project. This is particularly the case with non-industrial developments where unique architecture, landscaping or other features would enhance the quality of development to attract customers and other businesses.

DIVISION 3. COMPONENTS OF ECONOMIC DEVELOPMENT

Sec. 3-10. Workforce Development

Workforce Development Policy Statement- The City, through KEDC, shall coordinate with the Workforce Solutions of Central Texas to provide employment assistance and training to eligible businesses and industries. The City shall coordinate with other partners, local or otherwise, to provide necessary training to close the “Capabilities Gap” by supporting new and existing business and industry that adopt new technology and processes that require special training.

It is important for economic development activities to closely align with workforce development efforts. Successful workforce development efforts include supplying the needed workforce, taking stock of business needs, connecting employees with job training and education programs, and developing initiatives to attract and retain the right kind of talent in the community. Educational institutions can develop workforce training programs to entice prospective industries and businesses to locate in Killeen.

The following resources are available:

- A. **The Texas Self-Sufficiency Fund** is a job-training program that is specifically designed for individuals who receive Temporary Assistance for Needy Families (TANF). The program links the business community with local educational institutions and is administered by the Texas Workforce Commission. The goal of the Fund is to assist TANF recipients in becoming independent from government financial assistance.
- B. **The Killeen Economic Development Corporation (KEDC)** offers cash incentives for businesses that create competitive wage jobs in Killeen. These funds may be utilized by companies to train and develop their workforce in ways that suit them best.
- C. **The Workforce Solutions of Central Texas** provides programs and services to meet the employment needs of business, industry, and workers in the Central Texas area.

These services are designed to place Texans in jobs and to equip those workers with the skills needed to foster economic development.

- D. **The Business Resources Center**, which is a collaboration of GKCC, CTC, and Workforce Solutions of Central Texas. Their activities are limited to small business development.
- E. **The Veterans Business Outreach Center (VBOC)** is a program designed to provide entrepreneurial development services such as business training, counseling, mentoring and resource partner referrals to transitioning service members, veterans, National Guard and Reserve members, and military spouses interested in starting or growing a small business.
- F. **The Skills Development Fund** is a program created to assist in financing public, community, and technical colleges to customize job training for their local businesses. The Fund was established by the Legislature in 1995 and is administered by the Texas Workforce Commission. Grants are provided to help companies and labor unions form partnerships with local community colleges and technical schools to provide custom job training.
- G. **The Economic Development and Diversification In-State Tuition** incentive allows employees and family members of a qualified business considering a relocation or expansion of its operations to pay in-state tuition rates at public institutions of higher education in the state without first establishing residency. A city, county or economic development group covering the Texas region in which the qualified business is considering locating may apply on behalf of the business, so long as the business is still in the decision-making process to relocate or expand its operations at the applicable site. The incentive lasts for a period of five (5) years after the qualified business becomes established as part of the state's Economic Development and Diversification Program (i.e., a qualifying student's enrollment date may not be more than five (5) years after the dates of the qualified business' establishment in the program).
- H. **Educational Institutions** such as Central Texas College (CTC), Killeen Independent School District (KISD), Texas A&M Central University Central Texas (TAMU-CT).

Sec. 3-20. Provision of Infrastructure

Provision of Infrastructure Policy Statement- The City, through KEDC, may on a case by case basis, consider paying or reimbursing businesses/developers for all or a portion of the cost of public infrastructure required for targeted economic development to occur; the Tax Increment Reinvestment Zone (TIRZ) #2 ~~was established~~may be used for that purpose. The City may also offer incentives to promote economic development throughout the city.

Public infrastructure is an integral part of economic development. The City must promote the construction of infrastructure to ensure that adequate sites are available for targeted industry and

business development, or be ready to participate with the private sector with development incentives.

Sec. 3-30. Availability of Utilities

Availability of Utilities Policy Statement - Local utility providers are always ready to accommodate new development and work with developers to provide needed utilities. The City and/or KEDC will assist utility providers as possible to provide such utilities, subject to all applicable laws, rules and requirements.

Sec. 3-40. Access to Capital

Access to Capital Policy Statement - The City, through KEDC, shall assist businesses by providing them with information regarding available funding alternatives to obtain loans, grants, or other resources.

Potential funding options for businesses include banks and credit unions, the U.S. Small Business Administration loans, and alternative online lenders. See Appendix 1 for a list of funding options.

Sec. 3-50. Government Regulations

Compatible Government Regulations Policy Statement- The City shall streamline the economic development process so that it is efficient and not unnecessarily burdensome, while remaining in compliance with all applicable state, federal and local laws.

Sec. 3-60. Economic Development Partners' Roles and Expectations

- A. **City Council** - The City Council shall develop and adopt clear and understandable policy to promote the creation and retention of competitive wage jobs and attract targeted businesses and industries. The City Council shall also annually audit Development Agreements and review and evaluate incentivized projects and the economic development policy and incentives to determine if adjustments are required to improve the economic development tools.
- B. **City of Killeen Staff** –City staff develops website information regarding this policy and the development process in Killeen. The ~~Planning and~~ Development Services Director, or designee, shall act as liaison to facilitate the development process.
- C. **Killeen Economic Development Corporation (KEDC)** - KEDC is the primary economic development arm of the City. KEDC encourages the economic development of Killeen and recommends to the City Council projects and programs to encourage and further the economic development of Killeen.

KEDC develops and implements a single economic development strategic plan that integrates the communities' goals, resources, and priorities of the city and its partners (Chambers of Commerce, Colleges, Ft. Hood, etc..).

KEDC shall provide the City with an annual budget detailing the anticipated use of the City's allocated funds. KEDC is authorized to commit and spend allocated funds contributing to the creation of new jobs or retention of jobs without securing prior approval from the City Council for the following types of projects: improvement of infrastructure, extension of existing roads, water and sewer treatment and improvement; business, industrial or commercial expansion grants, state and federal matching grants, construction of building and structures to attract business, purchase of land for present/future business expansion, professional services associated with creation/retention of military/civilian jobs, insurance to secure KEDC's interest in any such projects, and posting of required bonds.

The KEDC will focus on attracting businesses that will lead to the creation and recruitment of jobs with competitive wages in the service, manufacturing, and retail sectors. They will engage in prospective developments, analyze data, and prepare recommendations. They work with a negotiating team to evaluate and create incentive proposals, prepare offer letters, and collaborate with attorneys to prepare Development/Performance Agreements. They then present projects to the City Council, as needed, for the Council's approval.

KEDC, shall obtain City Council consent prior to entering into any agreement requiring an expenditure of public funds or for any agreement expending allocated funds in a manner not specifically authorized above to be spent without Council approval. For purposes of this document, "public funds" are City budgeted funds that do not include funds that have been allocated to KEDC pursuant to an agreement with KEDC for economic development services.

When incentives that require City action are contemplated, including but not limited to tax abatement, 380 agreements, and public improvement districts, KEDC shall make recommendations to the City Council.

When an incentives application is submitted to the City the Killeen or KEDC, KEDC will review, process, and evaluate the application pursuant to the City's Economic Development Application and Performance Agreement Instructions attached hereto as Appendix 2.

KEDC shall report quarterly to the City Council on the amount and nature of expenditures or commitments made of funds received from the City and its progress and

plans in promoting the economic development of the City. If the need arises for additional communication on a sensitive matter, KEDC shall communicate to City Council members within the bounds of the law. KEDC shall work with the City's liaison to keep the City informed of its activities and to schedule required meetings with City Council.

KEDC shall complete their annual audit 150 days after the end of fiscal year and provide a copy to the City.

~~D. **The Greater Killeen Chamber of Commerce (GKCC)**—The Chamber of Commerce focuses on programs that will lead to the creation and recruitment of jobs with competitive wages in the service, manufacturing and retail sectors. They organize and host prospect visits to the community, analyze data, and prepare recommendations. They work with a negotiating team to evaluate and create incentive proposals, prepare offer letters, and collaborate with attorneys to prepare Development/Performance Agreements. They then present projects to the City Council, as needed, for the Council's approval. The GKCC funds the Business Resource Center, which offers counseling and training to entrepreneurs and small businesses. They conduct a business recruitment program to attract new retail business and commercial/industrial business to the community. They market and keep the Killeen Business Park competitive. They also provide staff support for KEDC and the Killeen Industrial Foundation (KIF) and contribute to economic development by keeping the KEDC website up to date. The GKCC develops policy, keeps current, and acts on public policy agendas to address key issues at the federal, state, and local levels. In promoting economic development, they maintain a meaningful, user-friendly chamber website and continually add content to the websites to meet the information needs of investors and the general public.~~

D. **Other Partners - Educational institutions, including KISD and the local** can colleges can develop workforce training programs to entice prospective industries and businesses to locate in Killeen. Also, Bell County has economic development programs and incentives that Killeen could benefit from. Chambers of Commerce including the Greater Killeen Chamber of Commerce, the Innovation Black Chamber of Commerce, and the Hispanic American Chamber of Commerce. In promoting economic development, chambers maintain a meaningful, user-friendly chamber website and continually add content to the websites to meet the information needs of investors and the general public.

Sec. 3-70. Confidentiality Statement

It is specifically agreed and understood between all parties that confidentiality must be maintained in economic development negotiations and discussions with potential. Subject to the Texas Open Meetings Act, Texas Public Information Act (V.T.C.A., Government Code,

Chapters 551 and 552, respectively), Texas Attorney General opinions interpreting the same, and any other applicable statute or regulation, it must be agreed and understood that involved parties may freely conduct confidential discussions or negotiations, unless and until some public action by the City is required, or unless and until the release of such information is approved by the potential employer.

DIVISION 4. ECONOMIC DEVELOPMENT PROCESS

The economic development process includes:

- 1) Identifying business opportunities, supporting entrepreneurial initiatives, facilitating market access and creating a climate conducive to investment and business activity;
- 2) Seizing opportunities and effectively utilizing labor, capital and other resources to achieve local priorities;
- 3) Identifying sites that are already zoned appropriately and served by utilities and streets, or sites that can be zoned and developed to accommodate new companies;
- 4) Identifying available services that could be needed and how to obtain them;
- 5) Identifying potential incentives that could be offered to a new or growing business;
- 6) Identifying companies that will locate in Killeen. This includes meeting with and providing interested companies with all relevant information on development requirements, permits, certificates of occupancy, and community resources that could play a part in providing employee training or other services;
- 7) Guiding potential developers in completing required applications, including those for economic development incentives;
- 8) Submission and evaluation of all required applications by the City and others;
- 9) Obtaining necessary permits and construction of facilities; and
- 10) Obtaining a Certificate of Occupancy in order to use the facilities.

DIVISION 5. ECONOMIC DEVELOPMENT INCENTIVES TOOLBOX

This policy is intended to ensure that the use of economic development incentives is standardized, contributes to the community's vitality, and targets prospects with a high return on investment. The City has many incentives in its tool box, including tax abatement, fee waivers, grants, etc. No incentives will be distributed on a retroactive funding basis. City incentives will only be granted pursuant to this policy. Neither the applicant/business, nor the City, shall be obligated to the other until such time an approved Performance Agreement is fully executed and all conditions are met.

The following are potential incentives that could be utilized independently or in combination with others:

- A. 380 and 381 Development Agreement** - Through a 380/381 Agreement, the City/County

can provide grants, loans, and services for the promotion and encouragement of economic development by stimulating business and commercial activity within the City. These are governed by Chapters 380 and 381 of the Texas Local Government Code.

- B. Killeen Tax Abatement** – The City of Killeen offers tax abatements up to 100 percent (100%) of property taxes (excluding school district taxes, per state law) and can be approved for up to ten (10) years.
- C. Development Fee Waivers** - The City may consider waiving a portion, or the entire amount, of all City fees charged in the land development regulation, as approved by ordinance.
- D. Fast Track Permitting** - The City of Killeen offers Fast Track Permitting for companies meeting at least one of the following criteria:
 - a. Create a minimum of 50 permanent, full-time jobs within the first 12 months after its expansion or relocation to the City of Killeen; or
 - b. Create a minimum increase in property value of 300% for construction of a new facility; or
 - c. Expansion of an existing facility with an investment of at least \$250,000 in taxable assets; or
 - d. Be a targeted industrial, commercial or service project eligible for incentives; or
 - e. Produce \$2 million in gross annual payroll
- E. Tax Increment Reinvestment Zone No. 2** - In 2008, the City created TIRZ No. 2, comprised of a large area including the City’s downtown. TIRZ funds can be used to construct needed public infrastructure, thereby encouraging development and increasing property values and long-term property tax revenue. The TIRZ can reduce the developer’s costs by providing reimbursement for eligible public improvements. This reduction in the cost of development may ensure the viability of certain types of development.
- F. KEDC Incentives** - Potential incentives are listed below:
 - a. Build-to-Suit Option: KEDC will consider a build-to-suit agreement in exchange for a five- to ten-year lease agreement, with a five year option to renew.
 - b. Job Creation Payments: KEDC offers cash incentives based on premier paying jobs that are created in Killeen. Generally, if the prospect’s business is in a Targeted Industry Cluster, an amount of \$2,500 or more could be offered for each job created. The amount is based on the Return on Investment back to the City of Killeen.
 - c. Reduced price or free land: KEDC and the Killeen Industrial Foundation own land in the Killeen Business Park. Land can be discounted or provided without charge.
 - d. Employment assistance utilizing the Workforce Solutions of Central Texas.

- e. Property tax reimbursement: Property taxes can be reimbursed by KEDC in lieu of a Tax Abatement.

G. North Killeen and Downtown Incentives:

- 1) **Façade Improvement Grant Program** - The City of Killeen offers a grant for eligible rehab projects located in the downtown Historic Overlay District (HOD). The grant is structured on a 4:1 basis, in which the City contributes 80% of the eligible costs, and the property owner contributes 20% of funds toward façade, roof, and/or sign improvements. The goal of this program is to encourage reinvestment in, and revitalization of, downtown Killeen. These grants are available for up to \$10,000 per façade with a maximum subsidy of \$20,000 per property owner in any given calendar year.
- 2) **North Killeen Revitalization Program** – The North Killeen Revitalization Program exists to promote redevelopment in North Killeen, including downtown, by offering financial incentives for property owners who wish to construct new buildings or rehabilitate or expand existing ones. New construction and rehabilitation projects that spend at least \$2,000 are eligible to have all permit fees waived.
~~Also, Tax Abatement Guidelines and Criteria for this area offer tax abatement opportunities to commercial and multi-family property owners who increase their property value 150% for new construction or 25% for the expansion of an existing facility and an overall new investment of at least \$25,000 in taxable assets.~~
- 3) **Texas Historic Preservation Tax Credit Program** - The state historic tax credit is worth 25 percent of eligible rehabilitation costs and is available for buildings listed in the National Register of Historic Places. The program is administered jointly by the Texas Historical Commission (THC) in cooperation with the Texas Comptroller of Public Accounts.
- 4) **Federal Historic Preservation Tax Incentives** - The Federal Historic Preservation Tax Incentives program encourages private sector investment in the rehabilitation and reuse of historic buildings by offering a twenty percent (20%) tax credit for the rehabilitation of historic buildings. Established in 1976, the federal historic tax credit program is a significant financial incentive for the reuse of historic buildings and revitalization of historic downtowns.

H. Industrial District Agreement - An Industrial District Agreement contractually protects companies located in the designated district from annexation and exempts them from City requirements, such as permitting and platting, in exchange for a Payment in Lieu of Taxes (PILOT).

- I. State & Federal Incentives** - Texas offers competitive incentives to companies that are creating jobs and driving innovation in Texas. The incentives are administered by the Department of Economic Development Finance. Local incentives and tax abatements are not included here.
- J. Texas Enterprise Zone** - The State Economic and Tourism department identifies portions of Killeen as designated State Enterprise Zones. The Enterprise Zone Program is an economic development tool, which allows local communities to partner with Bell County to promote job creation and significant private investment that will assist economically distressed areas of the state. Approved projects are eligible to apply for state sales and use tax refunds on qualified expenditures. The Texas Enterprise Fund (TEF) is used as a final incentive tool for projects that offer significant projected job creation and capital investment and where a single Texas site is competing with another viable out-of-state option.
- K Product Development and Small Business Incubator Fund** - The Product Development and Small Business Incubator Fund (PDSBI) is a revolving loan program financed through original bond issuances. The primary objective of the program is to aid in the development, production and commercialization of new or improved products, and to foster and stimulate small business.
- L. Development Agreements** - Chapter 212 of the Texas Local Government Code provides a mechanism for a city to enter into a written contract with an owner of land in the city's extraterritorial jurisdiction (ETJ) to:
- a. Guarantee the continuation of the extraterritorial status of the land and its immunity from annexation by the municipality;
 - b. Extend the municipality's planning authority over the land by providing for a development plan to be prepared by the landowner and approved by the municipality under which certain general uses and development of the land are authorized;
 - c. Authorize enforcement by the municipality of certain municipal land use and development regulations in the same manner the regulations are enforced within the municipality's boundaries;
 - d. Authorize enforcement by the municipality of land use and development regulations other than those that apply within the municipality's boundaries, as may be agreed to by the landowner and the municipality;
 - e. Provide for infrastructure for the land, including streets, drainage, water, wastewater, and other utility systems;
 - f. Authorize enforcement of environmental regulations;
 - g. Provide for the annexation of the land as a whole or in parts and to provide for the terms of annexation, if annexation is agreed to by the parties;
 - h. Specify the uses and development of the land before and after annexation, if

annexation is agreed to by the parties; or

i. Include other lawful terms and considerations the parties consider appropriate.

M. Public Improvement Districts (PID) - A public improvement district (PID) is a defined geographical area established to provide improvements financed by assessments against the property owners within the district. Allowable projects include construction or improvement of pedestrian malls; acquisition, construction or improvement of libraries; and the establishment or improvement of parks.

Chapter 372 of the Texas Local Government requires that the petition to create a PID be signed by owners of more than 50% of the appraised value of the taxable real property subject to assessment, as well as owners of real property liable for assessment who constitute more than 50% of all owners liable for assessment, or own taxable real property that constitutes more than 50% of the area liable for the assessment.

N. Up-sizing Agreements - Section 212.071 of the Local Government Code regulates how cities can enter into Developer Participation Contracts without having to comply with the sealed bid requirements of Texas Local Government Code Chapter 252. Subject to certain limitations, Section 212.071 allows the city to “make a contract with a developer of a subdivision or land in the municipality to construct public improvements, not including a building, related to the development.” Under a contract pursuant to Section 212.071, the developer is required to construct the improvements, and the city is required to participate in the costs. The City may participate in up to thirty percent (30%) of the total contract price, and additionally may participate in up to 100 percent (100%) of the cost for the over-sizing of improvements that are required by the City to meet existing or future needs.

O. Opportunity Zones - Opportunity Zones are a new community development program established by Congress in the Tax Cuts and Jobs Act of 2017 to encourage long-term investments in low-income urban and rural communities nationwide. The Opportunity Zones program provides a tax incentive for investors to re-invest their unrealized capital gains into Opportunity Funds that are dedicated to investing into Opportunity Zones designated by the chief executives of every U.S. state and territory.

P. Development Fee Waivers - The City may consider waiving a portion, or the entire amount, of all City fees charged in the regulation of land development, as approved by ordinance.

Q. Fast-Track Development Process - At times, the standard development process may not meet the special needs and time constraints of an economic development prospect. A customized approach to the development review process may be necessary to complete the project in an expedited manner.

DIVISION 6. TARGETED BUSINESSES & INDUSTRIES

The City of Killeen and its economic development arm, KEDC, want to attract clean industrial development, regional retail development, defense-related businesses, business retention, regional health and medical services, technology and cyber-security, and alternative energy businesses /industries. They strive to upgrade local infrastructure in order to improve access to current and emerging technology for businesses and residents/ families and to strengthen the region's competitive advantage in the new information-based economy.

- A. The City intends to be selective regarding the kinds of industrial businesses that are recruited and incentivized. To that end, non-retail businesses will take precedence over retail businesses, unless the retail establishment has regional draw and serves residents from Central Texas and beyond. In general, the primary objective of the City's economic development efforts is to target new and expanding businesses that offer living wage jobs with benefits that equal or exceed the median wages for similar positions in the State of Texas or that make significant capital investment in the City. The creation and retention of competitive wage jobs shall be a key determinant in granting any incentive.
- B. The City encourages the development of regional retail opportunities within its jurisdiction in order to provide services to its constituency and the visiting public from Central Texas and beyond. The City will consider incentives for retail businesses and developers that precipitate the expansion of the sales tax base and other revenues, further the effort to develop Killeen as a regional hub for retail goods and services, and expand the property tax base. The City wants such developers who add quality, or up-scale features, to the architectural designs and landscaping. This is particularly the case with non-industrial developments where unique architecture, landscaping or other features would enhance the quality of development to attract customers and other businesses.
- C. The City desires to retain existing businesses/industries that are contemplating relocating to another city, or state. The City may consider offering financial incentives that would offset the cost differentials that make other locations viable. To be eligible under this premise, the applicant or business must provide a declaration that states it is actively pursuing relocation and, absent City incentives, would carry out its intent. Furthermore, the applicant or business must make a minimum incremental capital investment, which can be for plant modernization, new equipment, technology, or other long-lived depreciable assets that increase the assessed valuation.
- C. Generally, incentives will not be considered if an applicant, whether a new or existing business, has been issued a building permit for new construction, has executed a binding purchase contract on an existing building or site, or has executed a lease of land or a building, unless there are enforceable written contingencies in such contracts that make closing and/or occupancy subject to the award of City incentives or as otherwise provided

herein for expansion or retention of certain businesses. Before granting any incentive, the City shall determine that without the incentive, the applicant would not locate or expand within the City's jurisdictional boundaries.

DIVISION 7. ANNUAL REVIEW OF POLICY

To ensure the ongoing relevance of the Economic Development Policy, the City Council shall evaluate it annually. By May 1 of each year, an annual report listing all financial incentives that remain in effect will be presented to the City Council. The annual report shall include information regarding when the incentive was granted, when the incentive expires, current property taxes paid for the property, in-lieu-of tax payments if any, the amount of any industrial revenue bonds issued, the assessed value of the property, number of employees, salary and payroll of all employees, and any additional information concerning the operation of the business receiving the incentive, and other information as requested by the City Council.

APPENDIX 1: FUNDING OPTIONS

- A. **SBA Grants** - The U.S. Small Business Administration's (SBA) provides grants to cities for projects that involve job creation, and that are dependent on infrastructure improvements and/or other business development programs that should be investigated by the City.
- B. **SBA Loan Programs** - The SBA loan guarantee programs cover a variety of purposes, including start-ups, working capital, real estate, equipment and inventory. The SBA does not make the loans itself, nor does it set rates. Rather, the agency guarantees a portion of the loans (up to 85%) made by lenders including banks and microfinance organizations. By guaranteeing a portion of the loan, the SBA allows lenders to make loans to small businesses that might not otherwise meet their criteria or may be deemed risky. These businesses may not be in a strong enough financial position to obtain traditional small business loans from a bank, and therefore rely on the SBA guarantee.
- SBA loans** cover a wide range of business uses, including start-ups, working capital, inventory, debt refinancing, equipment purchases, and more. Here's an overview of the SBA's most commonly offered loan programs:
- 1) **The SBA Advantage Loan** - (formerly known as the 7(a) loan) is the SBA's most popular guarantee program. An SBA Advantage loan allows funds to be used for starting, acquiring or expanding a small business (up to \$5 million). It provides creditworthy small firms that cannot obtain credit elsewhere the opportunity to access capital from private lenders. SBA does not offer direct lending to small businesses; rather, SBA guarantees the repayment of loans issued by lenders for general business purposes.
 - 2) **CDC/504 Loan Program** - Another SBA loan program is the CDC/504 Loan Program, which provides long-term and fixed-rate financing (up to \$5 million) provided by a combination of private and government guarantee support to assist with the acquisition of major fixed assets, such as real estate or machinery or equipment purchases that expand or update small businesses. To be eligible for the loan program, the project must meet a job creation or job retention requirement or meet specific community development or public policy goals.
 - 3) **SBA Microloan** - The SBA Microloan offers short-term loans of up for \$50,000.00 for working capital or the purchase of inventory, supplies, furniture, fixtures, machinery and/or equipment.
- C. **Venture Capital** - Venture capital (VC) is a type of equity financing for early-stage, high-growth startups with funds pooled from institutional investors. Venture capital involves giving up a portion of the ownership of business in exchange for money from investors. Venture capital firms are usually organized as partnerships that raise money from institutional investors, such as pension funds and endowments, which the VC

partners then invest in promising startups. Only a tiny fraction—less than 1%—of all startups receive venture capital funding.

- D. **Texas Capital Access Program** - The Capital Access Program (CAP) is a partnership between the State of Texas and selected non-profit lenders to increase access to financing for small and medium-sized businesses and non-profits which face barriers to accessing capital or fall outside the guidelines for conventional lending. The Program facilitates loans which are underwritten by the participating non-profit lenders and supported by the state contributions to a loan loss reserve fund.

This program is for small and medium-sized businesses and non-profit organizations seeking financing for projects, activities or enterprises in the state that foster economic development. Recipients must be domiciled in Bell County, or have at least 51% of their employees located in the state. The incentive is for loans whose proceeds may be used for working capital or the purchase, construction or lease of capital assets, to include buildings and equipment. The state supports program loans made by each participating lender through contributions to a loan loss reserve account.

- E. **Community Banks and Credit Unions** - Smaller banks are key allies to small businesses, offering similar services to big banks, but with higher loan approval rates. Small businesses have better luck with small banks (under \$10 billion in assets). Community banks and credit unions have traditionally been key allies for small business, making a disproportionate share of small business loans. In general, working with small businesses is a main focus of community banks. They have a deep understanding of the local community and take that into account when considering loan applications from local businesses. The same goes for credit unions. Credit unions are nonprofit financial cooperatives owned by their members/depositors. They offer similar services as banks, including small business loans, but often have a “community” focus or mission.

APPENDIX 2: APPLICATION AND PERFORMANCE AGREEMENT INSTRUCTIONS

Application Process

The KEDC will accept and evaluate applications based on anticipated economic impact of the projects and cost vs. benefit analysis. Incentives are created and offered on a case-by-case basis. The first step in the process is that the prospect must complete a MS-Excel Data Sheet. When completed, the file created provides information regarding the company's operations and investment. It is important that the data within the file be accurate. An economic impact analysis (EIA) is completed based on the data provided in the file. The analysis is prepared by a software program developed by Impact DataSource.

Subject to the Public Information Act and Texas Attorney General opinions interpreting the same, applications submitted to the City are considered confidential until some public action by the City is required, or unless and until the release of such information is approved by the applicant.

Application Information

The application requires at least the following:

- Name of the company, street address and website
- Name of person applying, title, phone number, and email address
- Name of and proposed location of the Project
- Will the Project be located within the city limits?
- Description of the Project
- Identify the Project's primary North American Industry Classification System (NAICS) Code or describe the activity that will occur at the local facility.
- The Project's capital investment each year
- Are the building and improvements costs entered above for construction?
- Building permits and fees to be paid to the City during construction, if applicable
- Estimated taxable inventories at the end of each year
- Numbers of new full-time jobs to be added in the community each year
- Average annual salaries of new employees each year
- The Project's estimated taxable purchases of materials, supplies, and services in the community as well as the estimated sales that will be subject to sales taxes in the community
- The Project's annual utilities
- Number of telephone lines at the Project
- Percent of the Project's utility usage for manufacturing or processing operations
- Number of out-of-town visitors expected in the first year
- Percent of annual increase in the number of visitors
- Average number of days each visitor will stay in Killeen.
- Average daily taxable visitor spending in the City, excluding lodging
- Average number of nights that a typical visitor will stay in a hotel in Killeen

Performance Agreements

Once a completed application is determined to be eligible for consideration for incentives, KEDC will develop a draft Performance Agreement. The Performance Agreement shall generally be between KEDC and the business and/or property owner, unless the use of certain incentives legally requires that the City be a party to the agreement. At a minimum, any Performance Agreement shall clearly include:

- A. The parties to the Performance Agreement;
- B. The term of the Performance Agreement, or the duration that incentives will be payable to a complying business/applicant;
- C. The City's/KEDC's responsibilities, as applicable;
- D. The Business/Property Owner's responsibilities, including to secure and maintain all applicable licenses and permits;
- E. The terms and conditions under which the City/KEDC, as applicable, can access the prospect's records;
- F. A statement that compliance with all applicable local, state, and federal codes, laws, and regulations is required;
- G. Default definitions;
- H. Circumstances that would trigger repayment or clawback of any incentives by the developer, and penalties for non-compliance;
- I. Indemnity and hold-harmless provisions that are germane to incentive agreements;
- J. Penalties for failure to remedy a default; and
- K. A binding agreement between the business (including the business owner(s), real property owner(s), and their successors and assigns) and the City/KEDC, as applicable.

Performance agreements will stipulate the requirements for reporting of hiring practices and a census of jobs and classifications. If an applicant is a lessee, the lease must reference the Performance Agreement and acknowledge that any incentives are for the benefit of the lessee, not the lessor. In addition, the lease must be equal to or longer than the duration of the Performance Agreement. The City/KEDC shall not be obligated in any way to the lessor should the lessee breach its lease or take other actions that result in the termination of the Performance Agreement.

Each business receiving an incentive from the City/KEDC shall be required to complete an annual report in a KEDC-provided format by March 1. The information in the report will cover the time period of January 1 through December 31 of the previous year. The annual report will be reviewed by May 1. Any material omission or misrepresentation in the information provided to the City may be deemed grounds for repeal of any Performance Agreement approved, renewed or extended in reliance thereon. The failure of a business to provide accurate and timely information to the City in the preparation of the annual report or to comply with the performance

standards set forth in the Performance Agreement shall be grounds for the modification or revocation of the incentives.

The Performance Agreement will grant the City/KEDC, as applicable, the right to levy appropriate recourse for non-compliance. These may include: 1) rescission, or a complete cancellation of the Performance Agreement, 2) monetary penalties, which shall be assessed if the business does not meet a certain level of performance or relocates, and finally, 3) recalibration, which is a provision for changing the Performance Agreement in some manner in order to accommodate an evolving economic climate. The City's/KEDC's use of these options is intended to motivate compliance and ensure that the community realizes the promised economic and public benefits that were the basis for the original Performance Agreement.

Additionally, if the City/KEDC determines that a national or state-declared disaster, force majeure, or economic downturn has substantially contributed to the non-compliance, the City/KEDC may amend the Performance Agreement to reconcile the recipient's obligations with the expected benefits to the City. An updated, limited-scope EIA may be required to frame the new Performance Agreement terms and obligations.

The Agreement shall not be reassigned, transferred, or sold without the prior written consent of the City/KEDC, as applicable. Incentives granted by the City/KEDC may be transferred as a result of a change in the majority ownership of the business. The transferee shall file a new application for the City's/KEDC's consideration of modifying the Performance Agreement. The City/KEDC shall be immediately notified by the business of any change in ownership, or of and any substantive change in operations upon which the original incentive award was based. The City/KEDC shall not be obligated to transfer the Performance Agreement should the new ownership or use not satisfy eligibility requirements of these policies.

The Draft Performance Agreement as prepared by KEDC will be presented to the City Liaison for further processing and consideration by the City Council if Council approval is required. The City Council has final authority to approve or disapprove the application and/or performance agreement if Council approval is required.

Following approval, the applicant and the City/KEDC shall execute the Performance Agreement when applicable. If applicable, the land owner (if applicant leases land or building) shall either co-sign the Performance Agreement or provide a Landowner Consent and Stand Still Agreement enabling the City/KEDC to recapture any incentive funds prior to the Landlord exercising its rights and remedies under a lease, should a breach of the Performance Agreement occur. To ensure compliance with clawback remedies, the City/KEDC may, in its sole and absolute discretion, record liens against real and/or personal property belonging to the applicant or business. Under no circumstances is the approval and execution of a Performance Agreement to be interpreted as approval of any required development permits, ministerial or discretionary. The decision of the City Council is final and no appeal process is available.

Each Performance Agreement shall be reviewed annually by KEDC and the City. The City shall receive the annual review report, and if it is determined that a business or project is not in compliance with the provisions of the Performance Agreement, the incentive may be modified pursuant to the Performance Agreement as deemed appropriate by the City/KEDC. Modifications to the incentive may include, but are not limited to, termination of the incentive, reduction of any incentive and clawback or repayment of any existing incentive. The review shall also include a comprehensive review of the entire incentive period for the business (if applicable), including milestones and project phases for the business.



ECONOMIC DEVELOPMENT
POLICY

RS-23-085

May 16, 2023

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Background

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- City of Killeen's Economic Development Policy guides economic development activities, including those responsibilities delegated to the Killeen Economic Development Corporation (KEDC).
- This Economic Development Policy establishes the economic development incentives that are available in the City of Killeen.
- Killeen City Council adopted our current Economic Development Policy in 2021 (21-055R).

Background

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- The Economic Development Policy provides that City Council shall review the policy annually. The proposed policy updates:
 - ▣ Includes North Killeen as a Targeted Investment Area
 - ▣ Clarifies KEDC's role in economic development to include strategic economic development planning that integrates the community's goal, resources, and priorities of city partners.
 - ▣ Expands the list of city partners to include KISD, CTC, Greater Killeen Chamber of Commerce, Innovation Black Chamber of Commerce, Hispanic-American Chamber of Commerce, and Bell County.
 - ▣ Clarifies incentives offered by the City and KEDC.
 - ▣ KEDC annual audit requirement.

Alternatives

4

- The City Council has the following alternatives:
 - ▣ 1. Do not approve the amended Policy;
 - ▣ 2. Approve the Policy with additional amendments; or
 - ▣ 3. Approve the Policy as presented.

Recommendation

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- Staff recommends alternative number three. The submitted document satisfies the economic policy directive listed in the City's adopted Governing Standards and Expectations.



City of Killeen

Staff Report

File Number: RS-23-086

Consider a memorandum/resolution amending the Professional Services Agreement with Cen-Tex Alcohol and Rehabilitation Center to not exceed an amount of \$70,000.

DATE: May 16, 2023

TO: Kent Cagle, City Manager

FROM: Danielle Singh, Assistant City Manager

SUBJECT: Amendment to Professional Services Agreement with Cen-Tex Alcohol and Rehabilitation Center

BACKGROUND AND FINDINGS:

On December 13, 2022, the City Council appropriated American Rescue Plan Act (ARPA) funding in the amount of \$70,000.00 (Ord. 22-096) for the City to contract with Cen-Tex Alcohol and Rehabilitation Center (Cen-Tex ARC) for a substance use counseling and treatment program. This action was recommended with the Homelessness and Mental Health Strategic Plan. The Killeen Police Department Homeless Outreach Team will refer individuals experiencing homelessness and are in need of these services to the program. The service will provide up to a maximum of 90 days per client of substance use counseling and treatment programs that include interventions focused on recovery from addictions. Comprehensive case management services will also assist clients addressing other life struggles. This program will play an important role in the overall strategy to reduce homelessness in Killeen.

In March, a client, who was in need of immediate services, was identified through the Homeless Outreach Team and referred to Cen-Tex ARC. This was the first client to be served through this program and swift action was needed to ensure the client could enter treatment. The City entered into a Professional Service Agreement with Cen-Tex ARC for a maximum of \$20,000 and up to 90 days of treatment for identified clients in need of immediate intervention and treatment. Cen-Tex ARC currently serves males only, but they have submitted an application to the State to begin providing services to females as well.

This item would amend the Professional Services Agreement to authorize the remainder of the funds that were approved for this program in the total amount of \$70,000.

THE ALTERNATIVES CONSIDERED:

1. Do not amend the Professional Services Agreement with Cen-Tex ARC.
2. Amend the Professional Services Agreement with Cen-Tex ARC to increase the amount to

\$70,000.

Which alternative is recommended? Why?

Staff recommends the City Council authorize the amendment to the Professional Services Agreement with Cen-Tex ARC to a not to exceed amount of \$70,000.00 to allow for the treatment, counseling, and intervention services related to substance use for individuals referred by the Killeen Police Department Homeless Outreach Team. This is in compliance with the Homelessness and Mental Health Strategic Plan and supports the Big Ideas from the City's Comprehensive Plan.

CONFORMITY TO CITY POLICY:

Yes

FINANCIAL IMPACT:

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

The total amount of the agreement is \$70,000.00.

Is this a one-time or recurring expenditure?

One-time

Is this expenditure budgeted?

Yes, funds are available in the General Fund Non-Departmental account 010-9501-491.50-86 and per Ordinance # 22-096.

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 City Council authorize the amendment to the Professional Services Agreement with Cen-Tex ARC to a not to exceed amount of \$70,000.00 to allow for the treatment, counseling, and intervention services related to substance use for individuals referred by the Killeen Police Department Homeless Outreach Team.

DEPARTMENTAL CLEARANCES:

Legal
Finance

ATTACHED SUPPORTING DOCUMENTS:

Professional Services Agreement

Amendment to Professional Services Agreement

PROFESSIONAL SERVICES AGREEMENT

BY AND BETWEEN THE CITY OF KILLEEN, TEXAS

AND CEN-TEX ALCOHOL REHABILITATION CENTER INC. ("CEN-TEX ARC")

THIS AGREEMENT is made and entered by and between the CITY of Killeen, Texas, a home rule municipal corporation located in Bell County, Texas (hereinafter called **CITY**) and **CEN-TEX ALCOHOL REHABILITATION CENTER INC. ("CEN-TEX ARC")** a nonprofit organization hereinafter referred to as "**Services Provider**" or "**CEN-TEX ARC**", to be effective from and after the date as provided herein.

WHEREAS the **CITY** desires to have the services performed as set forth below requiring specialized skills, licenses and other supportive capabilities.

WHEREAS the **CITY** has determined that the **CEN-TEX ARC** is qualified and possesses sufficient skills, licenses and the necessary capabilities, including technical and professional expertise, where required, to perform the services and/or tasks set forth in this Agreement.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, the Parties hereto agree as follows:

I. SCOPE OF SERVICES

CEN-TEX ARC shall perform such services and accomplish such tasks, including the furnishing of all materials and equipment necessary for full performance thereof, as are identified and designated as Service Provider responsibilities throughout this Agreement.

CEN-TEX ARC will:

1. Develop a system of triage and enrollment that enables clients being referred to have quick and easy access to services offered under their program.
2. Use the Homeless Management Information System (HMIS) as a tool to securely share, refer, and track client progress that is compliant with HIPPA and Personal Identifiable Information ("PII") federal standards.
3. Provide services that includes, but not limited to:
 - a. Up to a maximum of ninety (90) days of combined substance use counseling and treatment, and comprehensive wrap-around services that address social needs to prepare individuals for long-term self-sufficiency and independence;
 - b. Nutritious meals including three (3) meals daily, seven (7) days weekly, using USDA-approved meal plans;
 - c. 24-hour Resident Monitoring for safety and security on property;

- d. Semi-private living accommodations that include up to three clients per room, and a shared bathroom;
 - e. Transportation resources on an as needed basis;
 - f. Additional life skills coaching by trained staff;
 - g. Comprehensive Case Management services that help address other life struggles provided by licensed substance use counselors;
 - h. Other services as identified by the client and their counselor;
 - i. Additional services will be determined by needs requested and defined by **CITY** and agreed upon by **CEN-TEX ARC**.
 - j. Respond promptly in writing to requests by the **CITY** for authorization to proceed with specific additional services outside the agreed upon services.
4. Provide written reports to the **CITY** as requested or required by any agreement or contract to provide services to the applicable client (s) as directed.
 5. The total fee for the services shall not exceed **TWENTY THOUSAND DOLLARS (\$20,000.00)**. The **CITY** has designated Officer Evan Crouse from the Killeen Police Department Homeless Outreach (HOT) Team, or other assigned designee as the **CITY's** Representative, who shall have authority to coordinate required services of each bed on the **CITY's** behalf with respect to this Agreement consistent with the budget policy.

II. CLIENT ACCEPTANCE CRITERIA:

1. Client must be homeless and have a substance use disorder; and
2. Client must conduct a pre-interview by a Committee, members to represent both **CEN-TEX ARC** and the **CITY**, to determine suitability for the program.
3. Client must consent to a background check so that **CEN-TEX ARC** is aware of criminal history but does not necessarily exclude enrollment. No individuals with convictions for arson or any sex-related offenses including registered and un-registered sex offenders will allowed in the program.
4. Client must agree to conduct a medical evaluation with a licensed physician and registered nurse and be determined healthy enough to be in a residential treatment and housing program.
5. Client must consent to Central Counties Services (former MHMR) involvement to determine co-occurring mental health issues needing treatment there.

III. RIGHTS, RESPONSIBILITIES AND DUTIES

The Parties agree that their responsibilities to work together will include the following:

1. Parties agree to adhere to the guidelines stipulated in the Health Insurance Portability and Accountability Act of 1996 (HIPPA); 42 CFR Section 2; and other federal and state laws and regulations as related to the client confidentiality and privacy requirements, including those specific to minor children when providing services. All necessary Releases of Information (ROI) will be obtained when legally required and kept on file in HMIS by each Party under the client's unique identifier. Each Party will be responsible for ensuring their staff are properly trained and that they adhere to the HIPPA & PII confidentiality requirements as directed.
2. Parties agree to maintain proper and accurate records of services in both HMIS database and individual client records, as applicable, by the respective organization for the purpose of service documentation.
3. Parties agree that no part of this Agreement shall limit an individual from their right to choose or refuse services from either Party.
4. Parties agree that clients will have the right to a grievance process with the respective Party, if requested, and will be the said Parties responsibility to establish a process or procedure if not already in place.
5. Parties agree that clients will not be charged or pay for any services or fees directly under the stipulations of this Agreement and/or other subcontractor agreements.

IV. CITY OBLIGATIONS

CITY will:

1. Refer clients identified as having a significant need and could benefit from the services offered by **CEN-TEX ARC** using an agreed upon evaluation system of eligibility for the referral.
2. Share information via use of the Homeless Management Information System (HMIS) as a tool to document and track clients referred and services provided as part of the larger component of addressing homelessness and mental health.
3. Provide payment for services as agreed upon in this Agreement as applicable.

V. TERM

No coordination of services/assignment for bed(s) shall occur prior to execution of this Agreement, and the term shall terminate and the expenditure of allocated funds for services or extended by mutual written agreement of the Parties.

VI. ASSIGNMENT

The Parties each hereby bind themselves, their successors, assigns and legal representatives to each other with respect to the terms of this Agreement. Neither Party will assign, sublet nor transfer any interest in this Agreement without the written authorization of the other.

VII. AMENDMENTS

No provisions of this Agreement may be amended or modified except by a further written document approved and signed by the CITY and CEN-TEX ARC.

VIII. TERMINATION

In connection with the work outlined in this Agreement, it is agreed and fully understood by CEN-TEX ARC that the CITY may cancel or indefinitely suspend further work hereunder or terminate this Agreement for convenience or cause upon thirty (30) days written notice to the CEN-TEX ARC with the understanding that immediately upon receipt of said notice all Services being performed under this Agreement will cease. Before the end of such thirty (30) day period CEN-TEX ARC will invoice CITY for all work satisfactorily completed and will be compensated in accordance with the terms of this Agreement.

CEN-TEX ARC will have the right to terminate this Agreement for cause, on thirty (30) days written notice to the CITY should the CITY fail to satisfactorily perform its obligations herein. In the event of termination, CEN-TEX ARC will be paid for all services rendered to date of termination. In the event of termination hereunder, CEN-TEX ARC will invoice CITY for all work satisfactorily completed up to the date of this notice of termination and will be compensated in accordance with the terms of Agreement.

III. CHOICE OF LAW; VENUE

Venue and jurisdiction of any suit or right or cause of action arising under or in connection with this Agreement will be exclusively in Bell County, Texas, and any court of competent jurisdiction will interpret this Agreement in accordance with the laws of the State of Texas. The prevailing party in an action brought under or concerning this Agreement may recover costs of court, reasonable attorney's fees, and reasonable expert witnesses' and Service Providers' fees.

IV. PAYMENT

Payment will be made by CITY under this Agreement per the following:

1. A fee of **\$195.00, per person, per day**, for services rendered. Payment is limited to up to ninety (90) days of treatment per client.
2. Payment will be made within 30-days of CITY receiving invoice.
3. CEN-TEX ARC will bill CITY within 10-business days of each proceeding thirty days of treatment, up to the maximum 90 days of treatment per client.

V. HOLDHARMLESS

TO THE EXTENT ALLOWED BY LAW, EACH PARTY TO THIS AGREEMENT AGREES TO INDEMNIFY AND HOLD HARMLESS THE OTHER FOR AND FROM ANY CLAIMS, CAUSES OF ACTION, OR ANY OTHER PROCEEDING OF ANY TYPE OR KIND THAT IS MADE AGAINST

THE OTHER WHERE SUCH CLAIM, CAUSE OF ACTION OR OTHER PROCEEDING ARISES FROM THE CONDUCT, ACT, OMISSION, OR COMMISSION BY THE OTHER PARTY.

VI. STANDARD OF CARE

Services performed under this Agreement shall be by a licensed **SERVICE PROVIDER** if a license is required by the **SERVICE PROVIDER'S** profession, and shall be executed with the professional skill and care ordinarily provided by a competent **SERVICE PROVIDER** in the same or similar locality under the same or similar circumstances and professional license, and shall be performed as expeditiously as is prudent considering the ordinary professional skill and care of a competent **SERVICE PROVIDER**.

VII. INDEMNIFICATION

THE SERVICE PROVIDER WILL INDEMNIFY, DEFEND, AND HOLD THE CITY AND ALL OF ITS OFFICERS, AGENTS, SERVANTS, AND EMPLOYEES HARMLESS FROM ANY LOSS, DAMAGE, LIABILITY OR EXPENSE, INCLUDING COSTS OF COURT, REASONABLE ATTORNEYS' FEES, EXPERT WITNESSES' AND SERVICE PROVIDERS' FEES, ON ACCOUNT OF DAMAGE TO PROPERTY AND/OR INJURIES, INCLUDING DEATH, TO ALL PERSONS, DUE TO ANY ACT OF NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, BREACH OF ANY OBLIGATION UNDER THIS AGREEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER UNDER THIS AGREEMENT, CAUSED BY SERVICE PROVIDER OR ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES, OR OTHER PERSONS ACTIONS FOR WHOM SERVICE PROVIDER IS LIABLE, AND SHALL PAY ALL EXPENSES AND SATISFY ALL JUDGMENTS WHICH MAY BE INCURRED BY OR RENDERED AGAINST THEM, OR ANY OF THEM IN CONNECTION WITH THIS AGREEMENT.

THE INDEMNITY OBLIGATIONS HEREIN SHALL SURVIVE THE TERMINATION OF THE AGREEMENT FOR ANY REASON AND SHALL SURVIVE THE COMPLETION OF THE WORK.

VIII. CONFIDENTIALITY

All information obtained during the execution of this Agreement by **SERVICE PROVIDER** is deemed confidential. Disclosure of information by **SERVICE PROVIDER** not authorized by **CITY** in writing will constitute a material breach of this Agreement. Notwithstanding anything herein to the contrary, the **CITY** is a governmental entity and shall abide by the laws governing Open Government and the opinions of the Attorney General now current and as amended.

IX. INSURANCE

The **SERVICE PROVIDER** will maintain at all times professional liability or errors and omissions insurance covering any claim hereunder occasioned by **SERVICE PROVIDER's** negligent act, or error or omission in an amount of not less than \$1,000,000 general aggregate. **SERVICE PROVIDER** agrees to maintain professional liability insurance during the term of this agreement and, if the policy is on a claims made basis, for a period of not less than five (5) years after the Project is complete and provide proof of such continuing coverage. **SERVICE PROVIDER** further agrees to provide proof of coverage as needed for prior acts back to the date of execution of this agreement if **SERVICE PROVIDER** changes insurance carriers during this extended indemnity period.

SERVICE PROVIDER will further maintain general commercial liability coverage \$1,000,000 per occurrence (Bodily injury and property damage). **SERVICE PROVIDER** will maintain Automobile Liability coverage in an amount of \$500,000 Combined single limit for each accident (Bodily injury and property damage). **SERVICE PROVIDER** will maintain Professional Liability Insurance \$1,000,000 general aggregate.

COMPLIANCE WITH LAWS

The **SERVICE PROVIDER**, his **SERVICE PROVIDER's**, agents and employees and subcontractors, will comply with all applicable Federal and State laws, the Charter and Code or Ordinances of the City of Killeen, and all other applicable rules and regulations promoted by all local, State and National boards, bureaus and agencies.

X. SERVICE PROVIDER'S CERTIFICATION

SERVICE PROVIDER certifies that neither it, nor any of its agents or employees, have or will offer or accept gifts or anything of value, or enter into any business arrangement, with any employee, official, or agent of the **CITY**.

SERVICE PROVIDER certifies, pursuant to Texas Government Code Chapter 2270, that it does not boycott Israel and will not boycott Israel during the term of this Agreement. **SERVICE PROVIDER** further certifies, pursuant to Texas Government Code Chapter 2252, Subchapter F, that it does not engage in business with Iran, Sudan, or a foreign terrorist organization as may be designated by the United States Secretary of State pursuant to his authorization in 8 U.S.C. Section 1189. Texas Government Code, Chapter 2274 – the **SERVICE PROVIDER** 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 Government Code Chapter 809.* Texas Government Code, Chapter 2274 – the **SERVICE PROVIDER** 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, firearm entity and firearm trade association are defined in Government Code Chapter 2274.*

XI. EXECUTION OF AGREEMENT

SIGNED, ACCEPTED AND AGREED TO this 2nd day of March 2023, 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.

By: **Leslie K. Hinkle**
Digitally signed by Leslie K. Hinkle
Date: 2023.03.27 08:18:52 -05'00'

Leslie Hinkle, Executive Director of Community Development

Date 03/27/2023

Principal Place of Business/Address: 101 North College Street, Killeen, Texas 76541

By: **Randy Young**
Digitally signed by Randy Young
DN: cn=Randy Young, o=Cen-Tex Alcoholism Rehabilitation Center, ou=Executive Director, email=randy.young@cen-tex.arc.org, c=US
Date: 2023.03.24 17:04:37 -05'00'

Randy Young, Executive Director

Date 3/24/2023

Principal Place of Business/Address:

Cen-Tex ARC, 2410 E. Adams Avenue, Temple, TX 76503

**CONTRACT AMENDMENT
PROFESSIONAL SERVICES
AGREEMENT
BY AND BETWEEN
THE CITY OF KILLEEN
AND
CEN-TEX ALCHOHOL REHABILITATION CENTER, INC.**


This Amendment shall be made a part of the City of Killeen and Cen-Tex Alcohol Rehabilitation Center Inc. (Cen-Tex ARC) Professional Services Agreement. This Contract was entered into on March 27, 2023. The amended amount is as follows:

JUSTIFICATION:

On March 27, 2023, a Professional Services Agreement was executed with Cen-Tex Alcohol Rehabilitation Center Inc. for a not to exceed amount of \$20,000. The scope includes services and tasks as identified and designated throughout the Agreement. The Homeless Outreach Team identified a client who had an immediate need for intervention and treatment. Therefore, the City entered into a Professional Services Agreement with Cen-Tex ARC for a maximum of \$20,000 and up to 90 days of treatment for this client. This Professional Service Agreement is being amended to authorize the remainder of the funds that were approved for this program. Hence, this required an amendment to the existing Professional Services Agreement to increase the agreement by \$50,000, the original amount authorized by council.

Scope of Services	Present Contract Amount	Proposed Amendment	Proposed Contract Amount (Original thru Amendment)
As Outlined in Agreement	\$20,000.00	\$50,000.00	\$70,000.00
Total	\$20,000.00	\$50,000.00	\$70,000.00

By: Randy Young, Executive Director

✕ 

Date: 5/2/2023

By: Kent Cagle, City Manager

✕ _____

Date: _____

Cen-Tex Alcohol Rehabilitation Center Inc.
2410 E. Adams Avenue, Temple, TX 76503

City of Killeen
101 N. College Street, Killeen, TX 76541



CEN-TEX ALCOHOL AND REHABILITATION CENTER

RS-23-086

May 16, 2023

166

Background

- On December 13, 2022, the City Council appropriated \$70,000 of American Rescue Plan Act funding for substance use counseling and treatment in support of the Homelessness and Mental Health Strategic Plan
- On March 27, 2023, an initial agreement was executed with Cen-Texas ARC, in the amount of \$20,000 to allow treatment for a client who was identified with an immediate need by the Homeless Outreach Team (H.O.T.)
- Agreement includes comprehensive services for substance use counseling and treatment
- Individuals will be identified and referred by H.O.T.
- Agreement will be used to treat individuals who do not have insurance coverage for services and are at risk for or experiencing homelessness
- Cen-Tex ARC currently treats men only, but has submitted an application to the State to begin providing services to women in the next few months
- Amendment will increase the maximum amount of the agreement to \$70,000

Alternatives

4

- Do not approve this amendment
- Amend the Agreement with Cen-Tex ARC to increase the total amount to \$70,000

Recommendation

5

- Authorize the City Manager or designee to execute the amendment to the professional services agreement with Cen-Tex Alcohol Rehabilitation Center Inc., to increase the total amount to \$70,000



City of Killeen

Staff Report

File Number: RS-23-087

Consider a memorandum/resolution authorizing the execution of Amendment No. 1 to the Professional Services Agreement with Pape-Dawson Engineers, in the amount of \$75,000 for Development Services Support.

DATE: May 16, 2023

TO: Kent Cagle, City Manager

FROM: Edwin Revell, Director of Development Services

SUBJECT: Authorize the execution of Amendment No. 1 to the Professional Services Agreement with Pape-Dawson Engineers, in the amount of \$75,000 for Development Services Support

BACKGROUND AND FINDINGS:

The Engineering division of the Development Services department is tasked to perform permit reviews for developments and construction within the city. Specifically, this division is responsible for reviewing all preliminary and final plats, Land Disturbance Permits, Commercial Site Plan permits, home building permits as it pertains to erosion control and right-of-way, and right-of-way permits. Several months ago, the division's lead Licensed Professional Engineer retired from the City. This created a loss of necessary in-house staff resources to review engineering related permits. The City has been advertising to fill this position since December of 2022 with no submitted applications. To continue to provide the necessary permit review services, the City contracted an outside consultant engineer. On January 27, 2023, the City contracted with Pape-Dawson Engineers to provide development review support. The initial contract was for \$45,500.00 to be billed on a time and material services basis.

Since the time of the initial contract, the City has continued to be unsuccessful in filling our currently vacant Professional Engineer positions making continuing consultant support necessary. This Amendment is intended to provide the necessary funds to the contract to extend the duration of needed consultant support up to the end of the current budget year.

THE ALTERNATIVES CONSIDERED:

Alternative 1 - Do not approve this amendment. This could jeopardize the current schedule of reviews of existing permits in engineering and would delay approvals.

Alternative 2 - Amend the Agreement with Pape-Dawson Engineers. They currently have been working with our engineering staff as support to the permit reviews and approving this amendment would assist in not delaying the review process in engineering.

Which alternative is recommended? Why?

Amend the Agreement with Pape-Dawson Engineers. They currently have been working with our engineering staff as support to the permit reviews and approving this amendment would assist in not delaying the review process in engineering.

CONFORMITY TO CITY POLICY:

This amendment conforms with City Policy.

FINANCIAL IMPACT:

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

The amendment amount is \$75,000.

Is this a one-time or recurring expenditure?

This is a one-time expenditure.

Is this expenditure budgeted?

Yes, funding is available in the Water and Sewer Fund Development Services account 550-4035-452.47-99.

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 City Manager to execute Amendment No. 1 to the Professional Services Agreement with Pape-Dawson Engineers, in the amount of \$75,000 for Development Services Support.

DEPARTMENTAL CLEARANCES:

Development Services
Finance
City Attorney

ATTACHED SUPPORTING DOCUMENTS:

Agreement
Amendment No. 1
Contract Verification Form

Purchasing Division

Procurement Routing Slip

Directions:

1. Review the attached item.
2. Make any necessary changes.
3. Initial and date the designated boxes that apply.
4. Forward to the next office on the routing slip.
5. **Please return this routing slip and attachments to Purchasing after all parties have reviewed.**

ORIGINATOR	
DEPARTMENT	
ITB/RFP/RFQ # <i>(include timeline)</i>	
Document Name:	

	Date Received	Reviewed No Changes	Reviewed See Changes	Date Forwarded	Other
<input type="checkbox"/> Department Head initials verified					
Procurement Office					
Finance Office					
City Attorney Office		<i>Hall</i>			
Signature Authority:					
<input type="checkbox"/> City Manager					
<input type="checkbox"/> Assistant City Manager					
<input type="checkbox"/> Finance Director					
<input type="checkbox"/> Department: _____					
Purchasing Office <i>(Return routing slip and a copy of all documents.)</i>					

NOTES:

DISPOSITION STATEMENT:



INTEROFFICE MEMORANDUM

TO: Danielle Singh, Assistant City Manager
Holli Clements, City Attorney

VIA: Judith Tangalin, Director of Finance
Lorianne Luciano, Director of Procurement & Contract Management LL
Andrew Wallander, Assistant City Attorney AJW
Edwin Revell, Executive Director of Development Services ER

FROM: Andrew Zagars, PE

DATE: JANUARY 19, 2023

**SUBJECT: LETTER OF AGREEMENT (LOA) DEVELOPMENT SERVICES SUPPORT
PAPE-DAWSON ENGINEERS, INC.**

INITIAL HERE

The Engineering Division will be experiencing a reduction in staff as the Development Engineer will be retiring at the end of January 2023. To maintain the production of plan reviews and other services provided by this group, Pape-Dawson Engineers, Inc. has provided an hourly based proposal to perform these tasks until the position can be filled.

Funding for the (LOA) is available in Account Number 550-4035-450.47-99. Attached is the agreement document for the professional services.

Attached is the (LOA). According to the Delegation of Signature Authority, the Assistant City Manager can sign agreements/contracts \$40,000 up to \$49,999. Therefore, signature of the (ACM) is recommended and requested on the (LOA).

Digitally signed by Andrew
Zagars
Date: 2023.01.19 17:16:34
-06'00'

Andrew Zagars, PE
City Engineer

Attachments:

1. Letter of Agreement Documents
2. Contract Verification Document

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, 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.

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.

By signing this contract, Contractor 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.

SIGNED, ACCEPTED AND AGREED TO this ____ day of _____, 2023, 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

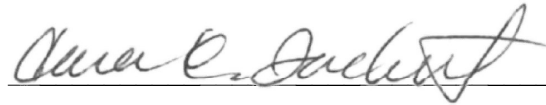
Contractor – Pape-Dawson Engineers

Edwin Revell State Engineer License No. 20131-01 Expires 06/30/2025

Andrew Wallander State Engineer License No. 20131-02 Expires 06/30/2025

Kent Cagle, City Manager

City of Killeen



Printed: Cara C. Tackett, P.E.

Title: Managing Principal, Water Resources



January 10, 2023

Mr. Andrew Zagars, P.E.
City Engineer - Engineering Division
City of Killeen
3201-A S. W. S Young Drive
Killeen, Texas 76542-6157

Re: City of Killeen - Development Review Services
Bell County, Texas

Dear Mr. Zagars:

We are pleased to present this proposal for providing civil engineering services in connection with the above referenced project. The scope of services is provided below. Compensation for these services shall not exceed \$49,500.

I. DEVELOPMENT REVIEW SERVICES (TASK 290)

Services include review of applications, site plans, infrastructure plans, traffic impact analyses (TIA's), construction plans, and construction specifications for conformance with the City's development regulations, standards, specifications, and ordinances. Other related services may include, but not be limited to, coordination with developer and/or developer's engineer and project plan reviews as it relates to ongoing City projects/initiatives, etc.

Pape-Dawson will work remotely as needed and report to the City for on-site review services at a minimum of one (1) day per week. We will perform tasks as directed by and as a supplement to the City's staff in accordance with the City's current process and procedure. The City shall utilize Pape-Dawson's evaluation to perform such tasks that would be typical of an employee of the City with similar experience. As such, Pape-Dawson shall be entitled to all defenses and immunities that are now, or would otherwise be, available to the City.

II. ADDITIONAL SERVICES (TASK 291)

Services required beyond the identified scope shall be considered additional services. Pape-Dawson may provide additional services upon authorization by the City and issuance of a written change in scope. Any additional amounts authorized shall be agreed upon in writing by both parties before services are performed.

BASIS OF COMPENSATION

Pape-Dawson's compensation shall be billed according to the identified rates above, including other direct expenses at a budget not to exceed \$49,500.

Mr. Andrew Zagars, P.E.
City of Killeen – Development Review Services
January 10, 2022
Page 2 of 3

HOURLY BILLING RATES

Classification	Maximum Hourly Rate
Client Services Manager	\$350
Senior Project Manager	\$285
Project Manager	\$220
Engineer III	\$190
EIT & I & II	\$145
EIT III & IV	\$165

Direct Expenses include reproduction, travel, express mail, special deliveries, and subcontractor expenses related to these services. Direct Expenses include a 10% markup on cost.

AGREEMENT

The attached Terms and Conditions are incorporated into this Proposal by reference and become part of the agreement between the Client and Pape-Dawson by execution of this Proposal. If the terms of this Proposal are acceptable, please acknowledge such by signing below and returning the executed Proposal to us via e-mail or US Mail for our records. Receipt of the executed Proposal serves as authorization for us to proceed with the work.

The costs, fees, budget, and scope of work set out herein are valid for ninety (90) days from the date of this Proposal. If Pape-Dawson does not receive an executed Proposal from the Client within ninety (90) days from the date of this Proposal, the costs, fees, budget, and scope of work are subject to revision at Pape-Dawson’s sole discretion. Pape-Dawson will provide a revised Proposal with the modified costs, budget, and scope of work should revisions be made.

We appreciate the opportunity to work with you on this project.

Sincerely,
Pape-Dawson Engineers, Inc.



Angela Murry, ENV SP
Client Services Manager, Community Infrastructure

CITY OF KILLEEN

Signature: _____

Name: _____

Title: _____

Date: _____



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

Cara C. Tackett, P.E.

Printed Name

01/17/2023

Date

Pape-Dawson Engineers, Inc.

Company Name

Managing Principal, Water Resources

Title

CONTRACT AMENDMENT
No. 1
Development Review Services

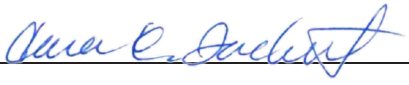
This Amendment shall be made a part of the City of Killeen Letter of Agreement with Pape-Dawson Engineers to provide development review services. This Contract was entered into on January 27, 2023. The change in the fee structure is as follows:

JUSTIFICATION:
 On January 27, 2023, a Letter of Agreement was executed with Pape-Dawson Engineers for a not to exceed amount of \$49,500. The scope included providing development review services to assist the engineering department with permit reviews. The service is intended to help assist engineering due to the current vacancy of the senior engineering position for development review. To date the city has been unsuccessful in filling the vacancy and is still needing additional consulting support for permit reviews. Without the additional support, permits will be slowed in reviews and delay approvals for construction. This amendment to the existing Agreement is for the not to exceed additional amount of \$75,000. Invoices will be paid on a time and materials basis.

Scope of Services	Phase	Present Contract Amount	Proposed Amendment	Proposed Contract Amount (Original thru Amendment)
Lump Sum fee proposed	-	\$49,500.00		\$49,500.00
Additional Services	-		\$75,000.00	\$75,000.00
Total		\$49,500.00	\$75,000.00	\$124,500.00

Pape-Dawson Engineers

By: Cara Trackett, P.E. LEED AP

Signature: 

Title: Managing Principal, Water Resources

Date: _____

City of Killeen

By: For Kent Cagle

Signature: _____

Title: City Manager

Date: _____



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

Cara C. Tackett, P.E.
Printed Name

01/17/2023
Date

Pape-Dawson Engineers, Inc.
Company Name

Managing Principal, Water Resources
Title

A stylized graphic consisting of a grey five-pointed star at the top right, with a curved grey line extending from its base towards the bottom left. The line is partially obscured by two grey trapezoidal shapes that appear to be part of a larger, abstract design.

DEVELOPMENT SERVICES SUPPORT CONTRACT AMENDMENT REQUEST

RS-23-087

May 16, 2023

183

Background

2

- ❑ Engineering is tasked to perform engineering related permit reviews for private developments within the City.
- ❑ These development reviews are typically performed by professional engineering staff for adherence to city standards and codes.
- ❑ Due to staffing constraints related to vacant professional engineering positions, January 27, 2023, the City contracted with Pape-Dawson Engineers to provide professional engineering support for development review in the amount of \$49,500.00

Background

3

- However, to date, the City has been unsuccessful in recruiting a licensed professional engineer to fill the existing vacancies.
- This request is to increase the available funds in the amount of \$75,000 for continued engineering support services from Pape-Dawson Engineers.
- There is sufficient funding available within the Development Services engineering division budget for professional services.

Alternatives Considered

4

The City Council has two (2) alternatives.

- Do not approve the contract amendment. This could jeopardize the current schedule of engineering reviews of existing development permits and would delay approvals.
- Amend the Agreement with Pape-Dawson Engineers to increase the available funds by \$75,000.00

Recommendation

5

- Staff recommends alternative 2, which is to authorize the City Manager to Amend the Agreement with Pape-Dawson Engineers to increase the available funds by \$75,000.00. Pape-Dawson Engineers are successfully working with our engineering staff in support of timely development permit reviews and permit issuance.



City of Killeen

Staff Report

File Number: PH-23-031

1	City Council Workshop	05/02/2023	Reviewed and Referred	City Council	05/09/2023
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HOLD a public hearing and consider an ordinance amending the FY 2023 Annual Budget of the City of Killeen to increase expenditure accounts in multiple funds.

DATE: May 16, 2023
TO: Kent Cagle, City Manager
FROM: Miranda Drake, Assistant Director of Finance
SUBJECT: Budget Amendment

BACKGROUND AND FINDINGS:

This budget amendment addresses three initiatives: 1) appropriates fund balance for two projects in the Tax Increment Reinvestment Zone Number Two; 2) appropriates Solid Waste Capital Improvement Program (CIP) fund balance for the conversion upgrade of the Routeware hardware for the Solid Waste residential and commercial vehicles; and 3) appropriates additional funding needed for code enforcement abatements.

On April 12, 2023, the TIRZ#2 Board approved a recommendation to City Council to fund \$350,000 to relocate the Automated Weather Observing System (AWOS) at Skylark Field in relation to the Anthem Park development. In addition, the TIRZ#2 Board voted to approve recommendation to City Council to fund the City of Killeen Façade Grant Program in the amount of \$100,000.

Since 2018, the City of Killeen has allocated \$50,000 annually to the façade grant program and an additional \$3,500 for new signs. In FY 2023, the City of Killeen has received \$162,708.15 in façade grant applications, funding \$52,948.15 thus far. The additional \$100,000 in grant funding will allow additional grants to be funded.

Expenditures	Total
Skylark Field AWOS Relocation	\$350,000
Downtown Façade Grant Program	100,000
TOTAL	\$450,000

Due to discontinuation of support from Routeware for the Windows Surface Tablets in June 2024, it is essential for Solid Waste to prepare for an Android conversion in order to avoid a service disruption. The Android conversion will provide a more current and accurate amount of information provided to the customers. Improve service verification when situations require evidence to be provided. In addition to preventing credits from disputed charges regarding accountability for items collected. This will also assist in making routes more efficient to save on the cost of fuel.

Expenditures	Total
Solid Waste Hardware Conversion	\$125,000
TOTAL	\$125,000

Development Services has identified twenty (20) blighted and condemnable structures throughout

the City that need demolition. This budget amendment would appropriate an additional \$150,000 for code enforcement abatement funds to address the demolition and removal of these structures along with continued care of premises abatements such as removal of junk, junked vehicles, mowing of high weeds and grass, and other property maintenance violations.

ExpendituresTotal	
Contract Labor (Abatement)	\$150,000
Full-Time Salaries (Transportation)	(150,000)
TOTAL	\$0

THE ALTERNATIVES CONSIDERED:

- Option 1 - Do not approve the ordinance amending the FY 2023 Annual Budget.
- Option 2 - Approve the ordinance amending the FY 2023 Annual Budget.

Which alternative is recommended? Why?

Option 2 is recommended to approve the ordinance amending the FY 2023 Annual Budget.

CONFORMITY TO CITY POLICY:

The City's Financial Governance Policies, Section V. Budget Administration (B)(1) states that City Council may amend or change the budget by ordinance.

FINANCIAL IMPACT:

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

This budget amendment will appropriate the following in FY 2023:

- \$450,000 in the TIRZ Fund;
- \$125,000 in the Solid Waste CIP Fund.

Is this a one-time or recurring expenditure?

One-time

Is this expenditure budgeted?

Upon approval of the attached ordinance amending the FY 2023 Annual Budget

If not, where will the money come from?

N/A

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

Upon approval of the attached ordinance amending the FY 2023 Annual Budget

RECOMMENDATION:

City Council approve the ordinance amending the FY 2023 Annual Budget.

DEPARTMENTAL CLEARANCES:

Legal

ATTACHED SUPPORTING DOCUMENTS:

Ordinance

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KILLEEN, TEXAS, AMENDING THE FY 2023 ANNUAL BUDGET OF THE CITY OF KILLEEN TO INCREASE EXPENDITURE ACCOUNTS IN MULTIPLE FUNDS; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT WITH THIS ORDINANCE; PROVIDING A SAVINGS CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, a budget for operating the municipal government of the City of Killeen for the Fiscal Year October 1, 2022 to September 30, 2023, has been adopted by City Council in accordance with the City Charter; and

WHEREAS, it is the desire of the Killeen City Council to amend the FY 2023 Annual Budget; and

WHEREAS, the budget amendment requires City Council approval;

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

SECTION 1. That Ordinance 22-067, adopting a budget for operating the municipal government of the City of Killeen for the Fiscal year October 1, 2022 to September 30, 2023, be amended as to the portion of said budget as follows:

Expenditures:

Account Number	Description	Budget Change	Budget
010-4053-450.50-32	DESIGNATED EXPENSES / CONTRACT LABOR		156,000
	Demolition & Removal of 20 Condemnable Structures	150,000	
	Budget Change Sub-total	150,000	
	Account Sub-total		306,000
010-3445-434.40-05	FULL-TIME SALARIES		2,150,613
	Demolition & Removal of 20 Condemnable Structures	(150,000)	
	Budget Change Sub-total	(150,000)	
	Account Sub-total		2,000,613
235-8940-493.69-01	CIP PROJECTS / DESIGN/ENGINEERING		-
	Skylark AWOS Relocation-Design, Reimbursable Agreement w/FAA, Construction Admin	150,000	
	Budget Change Sub-total	150,000	
	Account Sub-total		150,000
235-8940-493.69-03	CIP PROJECTS / CONSTRUCTION		-
	Skylark AWOS Relocation-Construction	200,000	
	Budget Change Sub-total	200,000	
	Account Sub-total		200,000
235-8940-493.50-75	DESIGNATED EXPENSES / FACADE GRANTS		-
	Downtown Façade Grants	100,000	
	Budget Change Sub-total	100,000	
	Account Sub-total		100,000

Expenditures (continued):

Account Number	Description	Budget Change	Budget
388-8934-493.61-40	CAPITAL OUTLAY / COMPUTER EQUIP/SOFTWARE		-
	Solid Waste Hardware Conversion	125,000	
	Budget Change Sub-total	125,000	
	Account Sub-total		125,000
	EXPENDITURES TOTAL	575,000	\$ 2,881,613

SECTION II: That the City Council finds that the public notice and public hearing requirements of Section 38 and 56 of the City Charter have been complied with prior to the enactment of this ordinance.

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

SECTION IV: That all ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

SECTION V: That this ordinance shall be effective after its passage and publication according to law.

PASSED AND APPROVED at a regular meeting of the City Council of the City of Killeen, Texas, this 23rd day of May, 2023, 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:

APPROVED AS TO FORM:

Laura J. Calcote
City Secretary

Holli C. Clements
City Attorney



BUDGET AMENDMENT

PH-23-031

May 16, 2023

194

Budget Amendment

2

- Tax Increment Reinvestment Zone #2
 - Appropriate funding for approved projects
 - Skylark Field Automated Weather Observing System (AWOS) Relocation
 - Downtown Façade Grant Program
- Solid Waste Hardware Conversion
 - Due to discontinuation of vendor support
 - Conversion includes replacement computer hardware for 26 Residential and 16 Commercial vehicles

Budget Amendment (cont'd)

3

- Additional abatement funds needed –
 - Demolition and removal of 20 blighted and condemnable structures throughout the City
 - Continued care of premises abatements such as:
 - Removal of junk
 - Removal of junked vehicles
 - Mowing of high weeds and grass
 - Other property maintenance violations

Budget Amendment (cont'd)

4

Project	Account Description	Original Budget	Budget Change	Amended Budget
Demolition & Removal of 20 Condemnable Structures	Contract Labor	\$ 156,000	\$ 150,000	\$ 306,000
	Full-Time Salaries	2,150,613	(150,000)	2,000,613
Skylark AWOS Relocation	Design & Engineering	-	150,000	150,000
	Construction	-	200,000	200,000
Downtown Façade Grants	Façade Grants	-	100,000	100,000
Solid Waste Hardware Conversion	Computer Equipment/ Software	-	125,000	125,000
Total Expenditure		\$ 2,306,613	\$ 575,000	\$ 2,881,613

Recommendation

5

City Council approve the ordinance amending the
FY 2023 Annual Budget



City of Killeen

Staff Report

File Number: PH-23-035

HOLD a public hearing and consider an ordinance requested by Paula Scoggins on behalf of James Lee (**Case #Z23-13**), to rezone a portion of Lot 1, Block 1, Y & J Addition from "B-5" (Business District) to "B-C-1" (General Business and Alcohol Sales District). The property is locally addressed as 1103 West Veterans Memorial Boulevard, Suite 104, Killeen, Texas.

DATE: May 16, 2023

TO: Kent Cagle, City Manager

FROM: Edwin Revell, Executive Director of Development Services

SUBJECT: Zoning Case #23-13: "B-5" (Business District) to "B-C-1" (General Business and Alcohol Sales District)

BACKGROUND AND FINDINGS:

Property Information:

Property Owner: James Lee

Agent: Paula Scoggins

Current Zoning: "B-5" (Business District)

Proposed Zoning: "B-C-1" (General Business and Alcohol Sales District)

Current FLUM Designation: 'Regional Commercial'

Summary of Request:

Paula Scoggins, on behalf of James Lee, has submitted a request to rezone part of the property being Suite 104 out of Lot 1, Block 1, Y & J Addition, from "B-5" (Business District) to "B-C-1" (General Business and Alcohol Sales District). If approved, the applicant intends to sell spirits as part of a proposed hookah and cigar lounge.

Killeen Code of Ordinances Chapter 31 Compliance:

Killeen Code of Ordinances Sec. 31-351 allows business establishments dispensing alcoholic beverages under the Texas Alcoholic Beverage Code, in accordance with permits issued, and the rules and regulations promulgated by the Texas Alcoholic Beverage Commission, all of which are adopted hereby and made a part hereof for all purposes.

Zoning/Plat Case History:

The property was annexed into the city sometime prior to 1964. The subject property is currently zoned "B-5" (Business District). Staff is unable to determine the exact date of the zoning. The subject property was platted as Lot 1, Block 1, Y & J Addition on November 9, 2010.

Character of the Area:

North: Existing residential properties across the railroad tracks zoned "R-1" (Single-Family Residential District) and "R-3" (Multifamily Residential District)

South: Existing commercial businesses zoned "B-5" (Business District)

West: Existing commercial businesses zoned "B-5" (Business District)

East: Existing commercial businesses zoned "B-5" (Business District)

Future Land Use Map Analysis:

This property is located within the 'Infill & Enhance' area on the Growth Sector Map and is designated as 'Regional Commercial' on the Future Land Use Map (FLUM) of the 2022 Comprehensive Plan.

The 'Regional Commercial' place type are located near high-traffic intersections and are auto-oriented which includes regional businesses such as restaurants, gas stations, retail, etc. which bring people from many surrounding neighborhoods. This place type generally includes non-residential uses such as most scales of commercial development and industrial uses and mixed-use such as many others.

The 'Infill & Enhance' area includes existing developed properties and full services, where additional population, higher development intensities, and integration of uses is desired. Primarily located near downtown and the immediate neighborhoods, this growth sector should support infill, redevelopment, and infrastructure projects with the emphasis on more residents and small businesses while improving walkability.

The request is consistent with the following recommendations of the 2022 Comprehensive Plan:

- LU3 - Encourage incremental evolution of neighborhoods
- LU4 - Prioritize infill and revitalization in north Killeen
- DT4 - Embrace the small/incremental approach to add residential units and small scale commercial spaces

This request is an example of encouraging existing residents and local entrepreneurs to work together to rehab their buildings to gently nudge property values and revenues upward while cultivating local wealth at the same time.

Neighborhood Analysis:

- This property is located within Killeen Development Zone #1.
- Current land use mix within this area comprises approximately:
 - 17% non-residential
 - 83% residential uses

Zoning district breakdown in DZ8:

- 30% non-residential zoning districts

- 70% residential zoning districts.

* Excludes special districts such as conditional or special use permits and planned unit developments.

'Regional Commercial' place type promotes the following:

Use Mix: up to 100% non-residential, 50% residential uses

Primary Uses: Restaurants, Grocery Stores, Banks, Retail

Secondary Uses: Entertainment, Office

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 from W. Veterans Memorial Blvd., which is classified as a 110-foot wide Principal Arterial on the City of Killeen Thoroughfare Plan. Staff estimates that there will be 9.81 trips generated on a daily basis and has determined that a Traffic Impact Analysis is not required for the proposed land use.

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 twenty-two (22) surrounding property owners regarding this request. Of those property owners notified, seventeen (17) reside outside of the 200-foot notification boundary required by the State, but within the 400-foot notification boundary required by Council; and eleven (11) reside outside of Killeen. As of date of this staff report, staff has received zero (0) written responses regarding the request.

Staff Findings:

Please see the Future Land Use Map Analysis and Neighborhood Analysis sections.

THE ALTERNATIVES CONSIDERED:

The City Council has two (2) alternatives. The Council may:

- Disapprove the applicant's request; or
- Approve the applicant's request as presented.

Which alternative is recommended? Why?

Staff recommends approval of the applicant’s request for “B-C-1” (General Business and Alcohol Sales District).

Staff finds that the request is consistent with the recommendations of the 2022 Comprehensive Plan, as indicated in the Comprehensive Plan Analysis. Staff is of the determination that approval of the applicant’s request would have no negative impacts on the surrounding 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 April 17, 2023, the Planning and Zoning Commission recommended approval of the applicant’s request by a vote 6 to 1 with Commissioner Sabree in opposition.

Commissioner Sabree indicated that her opposition was because the business intends to serve alcohol.

DEPARTMENTAL CLEARANCES:

This item has been reviewed by Planning and Legal staff.

ATTACHED SUPPORTING DOCUMENTS:

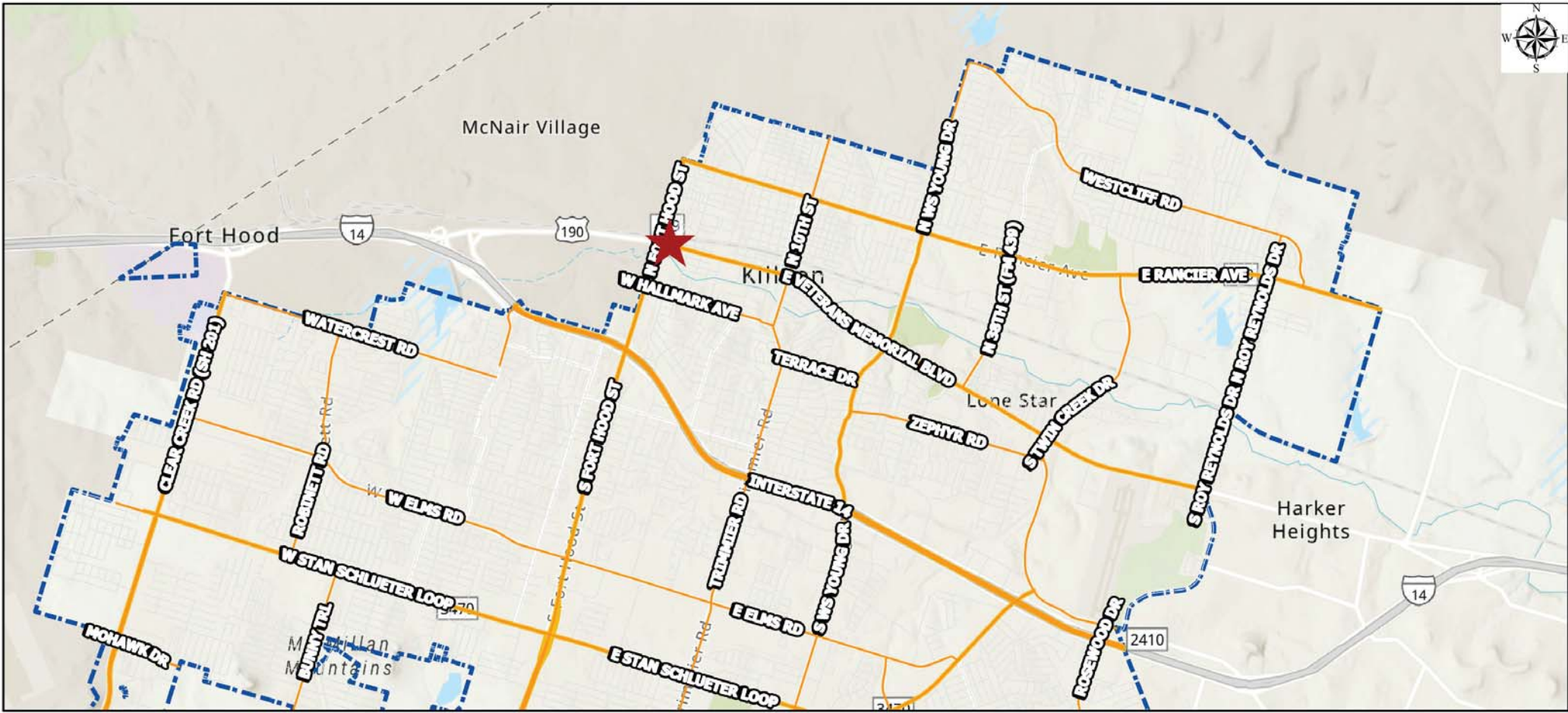
Maps

Site Photos

Minutes

Ordinance

Considerations



LOCATION MAP

Council District: 1






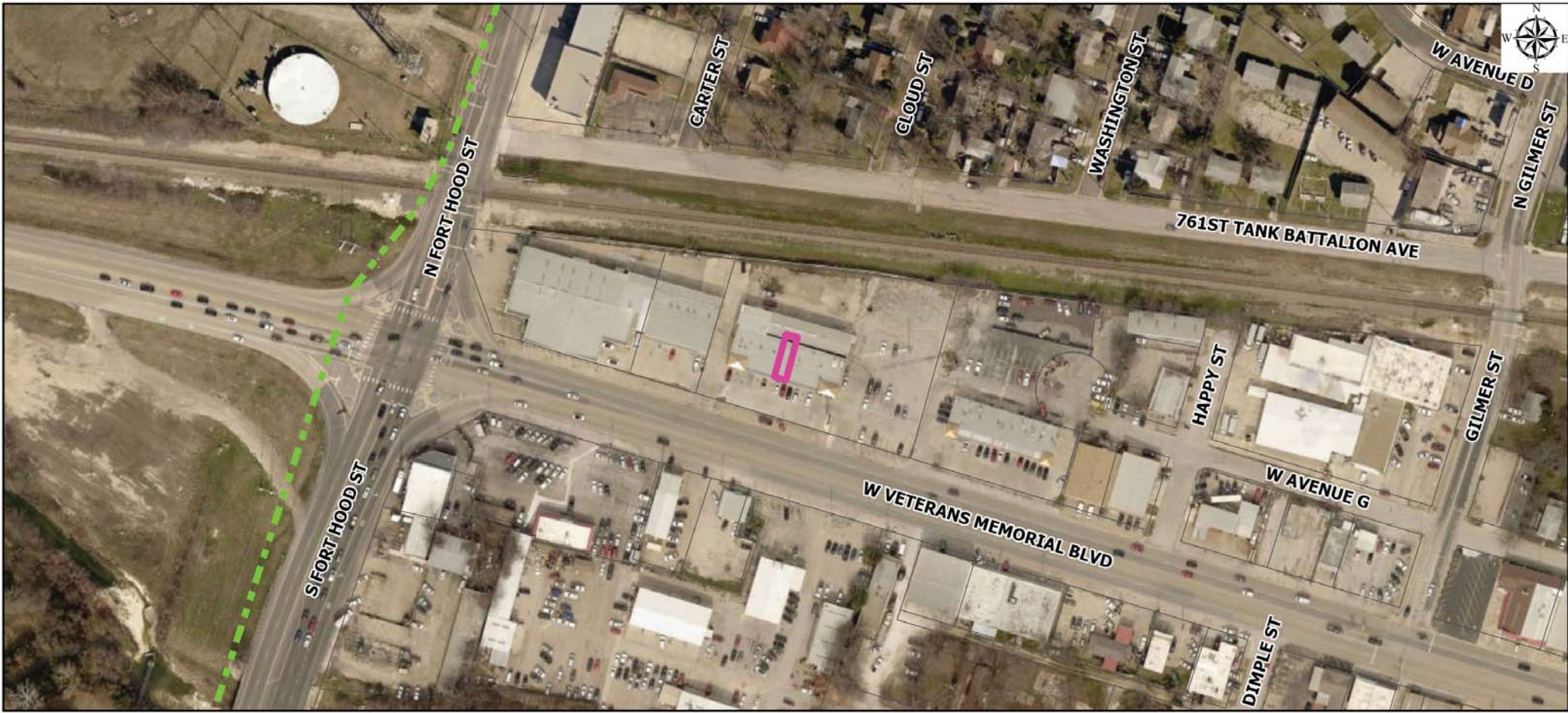
Subject Property Legal Description: Y & J ADDITION, BLOCK 001, LOT 0001

Zoning Case 2023-13

B-5 TO B-C-1

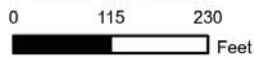
Legend

-  Major Roads
-  Citylimits
-  Zoning Case Location



AERIAL MAP

Council District: 1



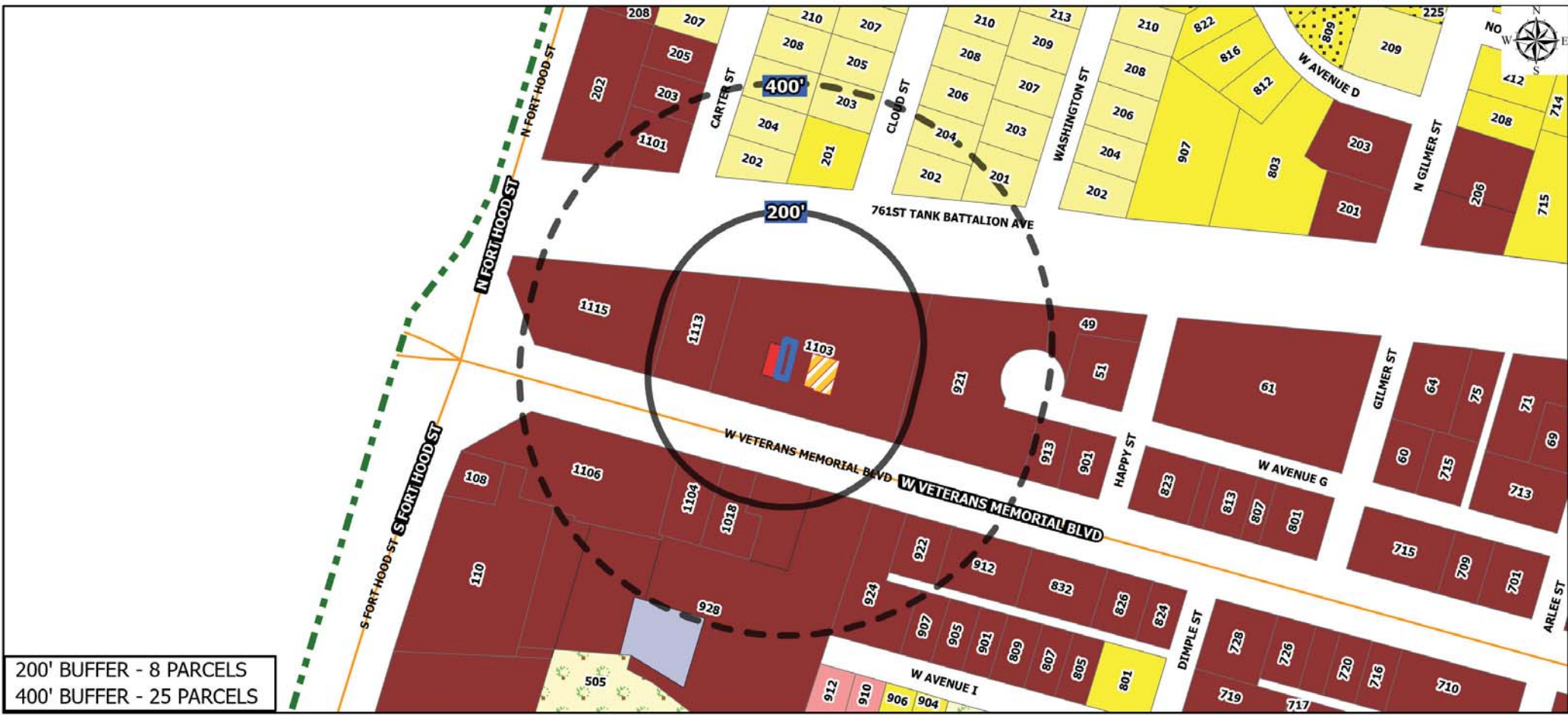
Subject Property Legal Description: Y & J ADDITION, BLOCK 001, LOT 0001

Zoning Case 2023-13

B-5 TO B-C-1

Legend

- Citylimits
- Zoning Case



200' BUFFER - 8 PARCELS
 400' BUFFER - 25 PARCELS

NOTIFICATION MAP
 Council District: 1
 0 115 230
 Feet
 Subject Property Legal Description: Y & J ADDITION, BLOCK 001, LOT 0001

Zoning Case 2023-13

B-5 TO B-C-1

Legend	Current Zoning	 B-5	 R-2	 SUP
		 B-2	 RC-1	 R-3
		 B-3A	 R-1	 RMH

SITE PHOTOS

Case #23-13: "B-5" to "B-C-1"



View of the subject property looking north (Suite 104):



View of the surrounding property looking west:



SITE PHOTOS

Case #23-13: "B-5" to "B-C-1"



View of the surrounding property looking east:



View of the surrounding property looking south (across E Veterans Memorial Blvd):



MINUTES
PLANNING AND ZONING COMMISSION MEETING
April 17, 2023

CASE #Z23-13
“B-5” to “B-C-1”

HOLD a public hearing and consider a request submitted by Paula Scoggins on behalf of James Lee (Case #Z23-13) to rezone a portion of Lot 1, Block 1, Y & J Addition from “B-5” (Business District) to “B-C-1” (General Business and Alcohol Sales District). The property is locally addressed as 1103 West Veterans Memorial Boulevard, Suite 104, Killeen, Texas.

Ms. Larsen presented the staff report for this item. She stated that, if approved, the applicant intends to sell spirits as part of a proposed hookah and cigar lounge.

Ms. Larsen stated that staff finds the request is consistent with the recommendations of the 2022 Comprehensive Plan. Therefore, staff recommends approval of the request as presented.

Paula Scoggins and Aminah Hussain was present to represent the case.

Chairman Minor opened the public hearing at 5:08 p.m.

With no one wishing to speak, the public hearing was closed at 5:08 p.m.

Commissioner Jones moved to approve the request as presented. Commissioner Marquez seconded, and the motion passed by a vote of 6 to 1 with Commissioner Sabree in opposition.

Commissioner Sabree indicated that her opposition was because the business intends to serve alcohol.

ORDINANCE _____

AN ORDINANCE AMENDING THE CITY OF KILLEEN ZONING ORDINANCE BY CHANGING THE ZONING OF A PORTION OF LOT 1, BLOCK 1, Y & J ADDITION 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.

WHEREAS, pursuant to Chapter 211 of the Texas Local Government Code and Section 31-39 of the City of Killeen Code of Ordinances, the City Council, upon application, may amend the City of Killeen Zoning Ordinance following a recommendation by the Planning and Zoning Commission and a public hearing;

WHEREAS, Paula Scoggins, on behalf of James Lee, presented to the City of Killeen, a request for an amendment to the City of Killeen Zoning Ordinance by changing the classification of a portion of Lot 1, Block 1, Y & J Addition from “B-5” (Business District) to “B-C-1” (General Business and Alcohol Sales District);

WHEREAS, the Planning and Zoning Commission of the City of Killeen, following a public hearing on April 17, 2023, duly recommended approval of the application for amendment;

WHEREAS, 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 May 23, 2023, at the City Hall, City of Killeen; and

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 a portion of Lot 1, Block 1, Y & J Addition from “B-5” (Business District) to “B-C-1” (General Business and Alcohol Sales District), said request being duly recommended for approval of “B-C-1” (General Business Alcohol Sales District), for the property locally addressed as 1103 West Veterans Memorial Boulevard, Suite 104, 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 23rd day of May 2023, 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:

Laura J. Calcote, CITY SECRETARY

APPROVED AS TO FORM

Holli C. Clements, CITY ATTORNEY
Case #23-13

CONSIDERATIONS

Texas Supreme Court in Pharr v. Tippitt, 616 S. W 2nd 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.



**CASE #Z23-13:
“B-5” TO “B-C-1”**

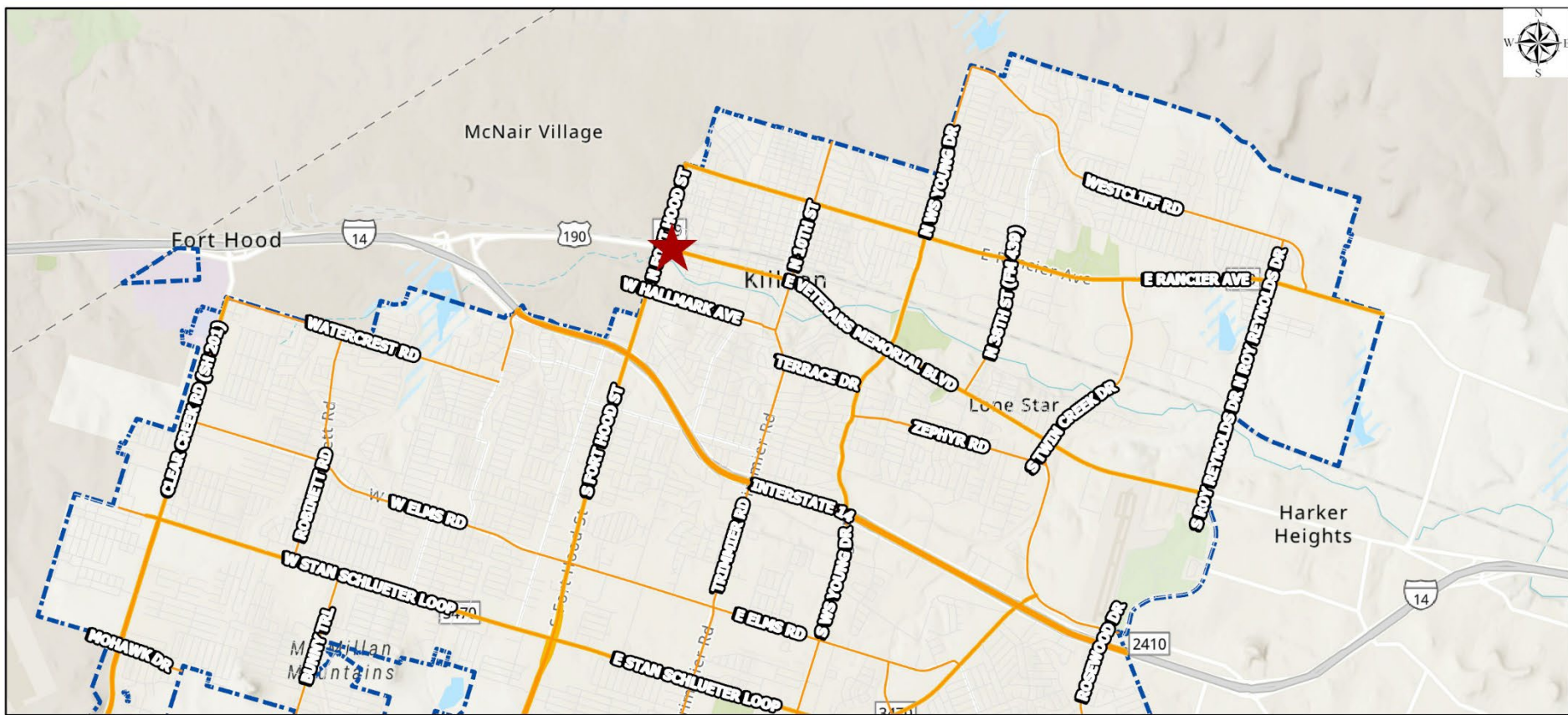
PH-23-035

May 16, 2023

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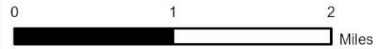
Case #Z23-13: “B-5” to “B-C-1”

- ❑ **HOLD** a public hearing and consider an ordinance requested by Paula Scoggins on behalf of James Lee (**Case #Z23-13**), to rezone a portion of Lot 1, Block 1, Y & J Addition from “B-5” (Business District) to “B-C-1” (General Business and Alcohol Sales District).
- ❑ The property is locally addressed as 1103 West Veterans Memorial Boulevard, Suite 104, Killeen, Texas.



LOCATION MAP

Council District: 1



Subject Property Legal Description: Y & J ADDITION, BLOCK 001, LOT 0001

Zoning Case 2023-13

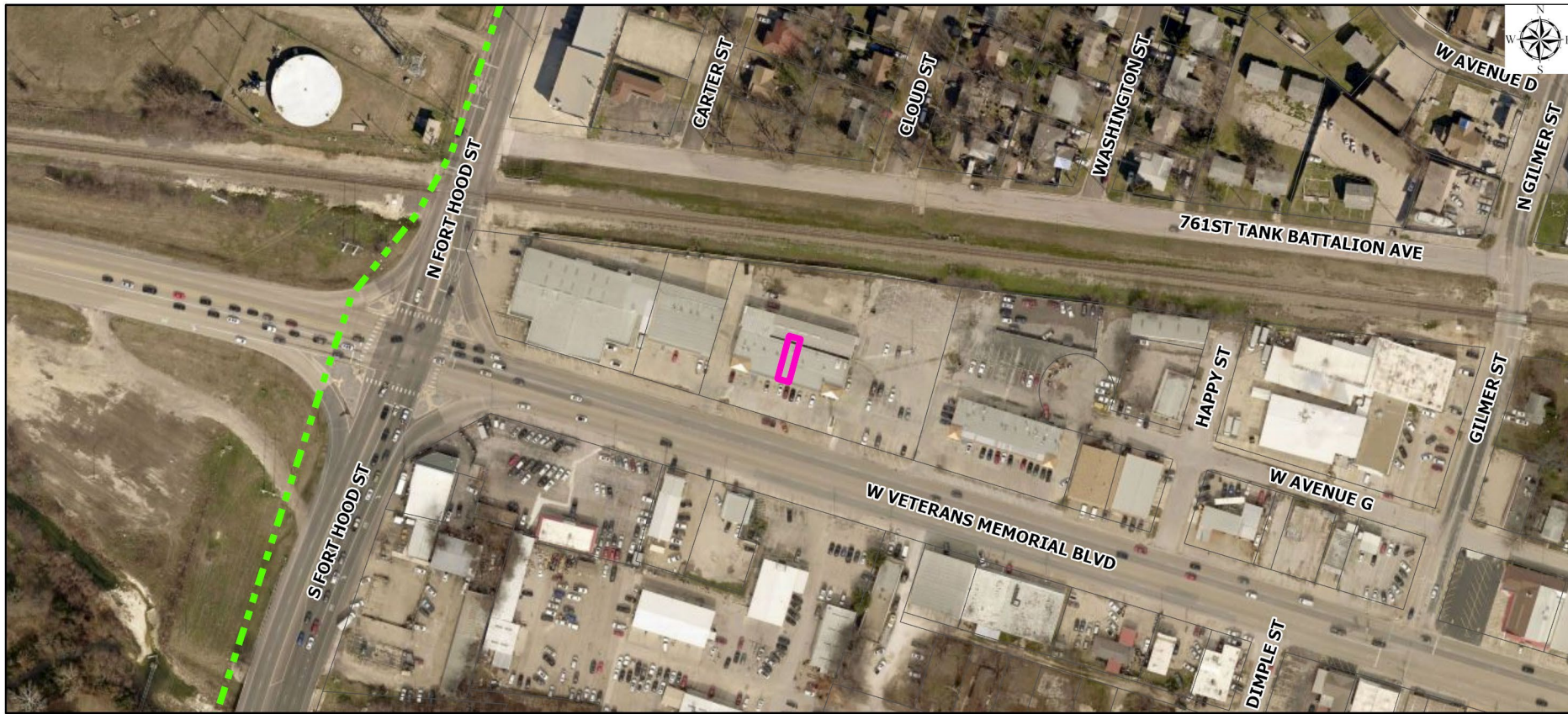
B-5 TO B-C-1

Legend

— Major Roads

City Limits

★ Zoning Case Location



AERIAL MAP

Council District: 1

0 115 230

Feet

Subject Property Legal Description: Y & J ADDITION, BLOCK 001, LOT 0001

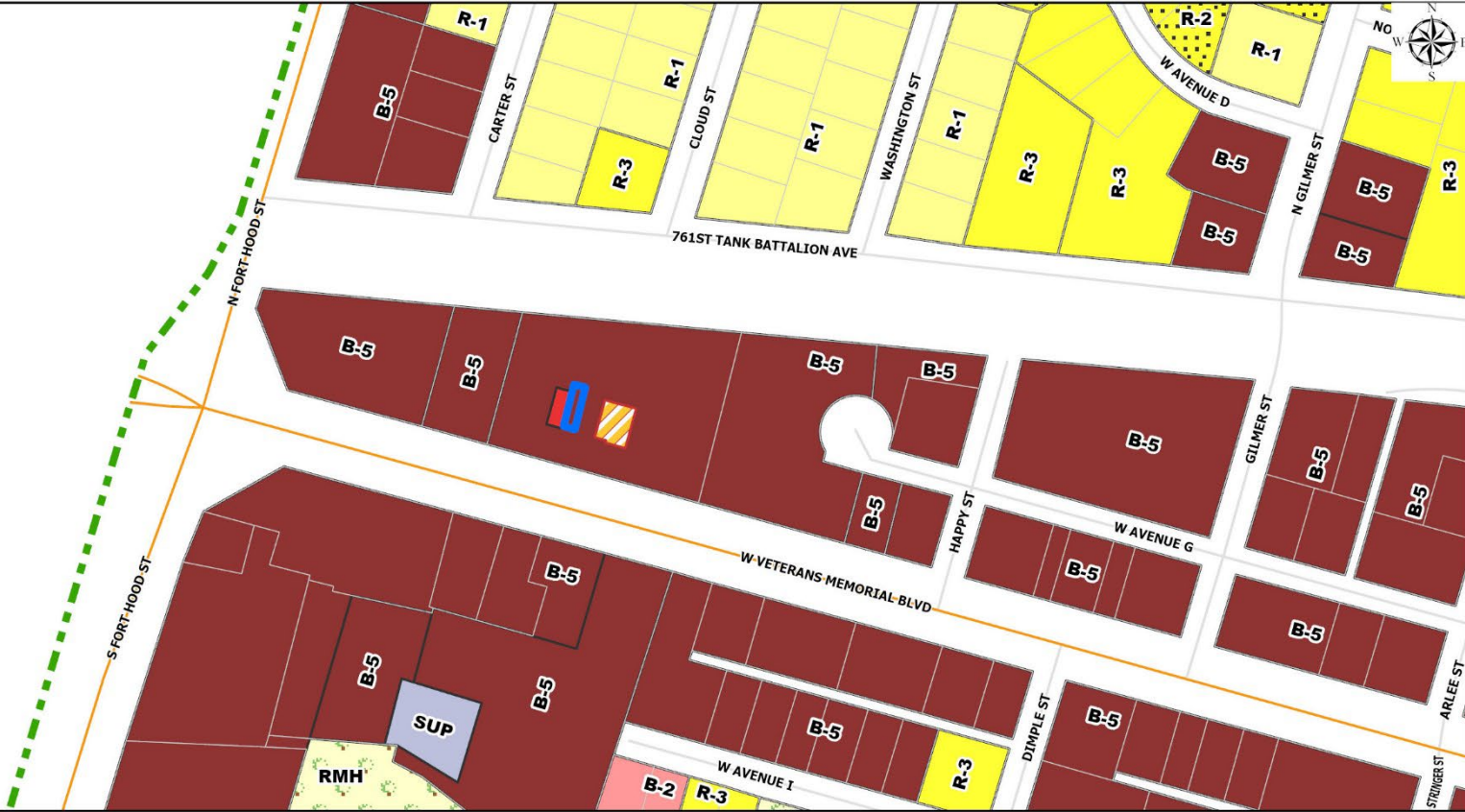
Zoning Case 2023-13

B-5 TO B-C-1

Legend

 Citylimits

 Zoning Case



ZONING MAP

Council District: 1



Subject Property Legal Description: Y & J ADDITION, BLOCK 001, LOT 0001

Zoning Case 2023-13

B-5 TO B-C-1

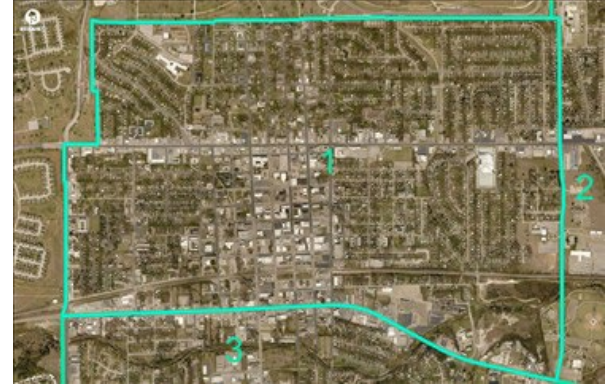
Case #Z23-13: “B-5” to “B-C-1”

- ❑ If approved, the applicant intends to sell spirits as part of a proposed hookah and cigar lounge.

Comprehensive Plan Analysis

7

- 'Infill & Enhance' Growth Sector
- North Killeen Revitalization Area
- Killeen Development Zone #1
- Approximately 17% non-residential uses and 83% residential uses of current land use mix
- Approximately 30% non-residential zoning districts and 70% residential zoning districts



Comprehensive Plan Analysis

- This request is consistent with the ‘Regional Commercial’ designation of the Future Land Use Map (FLUM).
- ‘Regional Commercial’ promotes a use mix of up to 100% non-residential and 50% residential uses.
- ‘Regional Commercial’ place types are typically auto-oriented and located near high-traffic intersections such as regional businesses that bring people from many surrounding neighborhoods.

Comprehensive Plan Analysis

9

- The request is supports or furthers the implementation of the following Comprehensive Plan recommendations:
 - ▣ **LU3** – Encourage incremental evolution of neighborhoods
 - ▣ **LU4** – Prioritize infill and revitalization in North Killeen
 - ▣ **DT4** – Embrace the small/incremental approach to add residential units and small scale commercial spaces.

*Land Use & Growth Management (LU) and Downtown (DT)
Recommendations

Comprehensive Plan Analysis

- Downtown and its adjacent neighborhoods would benefit from infill and redevelopment with the emphasis on more residents and small businesses.
- This is an example of encouraging existing residents and local entrepreneurs to work together to rehab their buildings to gently nudge property values and revenues upward while cultivating local wealth at the same time.

Case #Z23-13: “B-5” to “B-C-1”

11

View of the subject property looking north:



Case #Z23-13: “B-5” to “B-C-1”

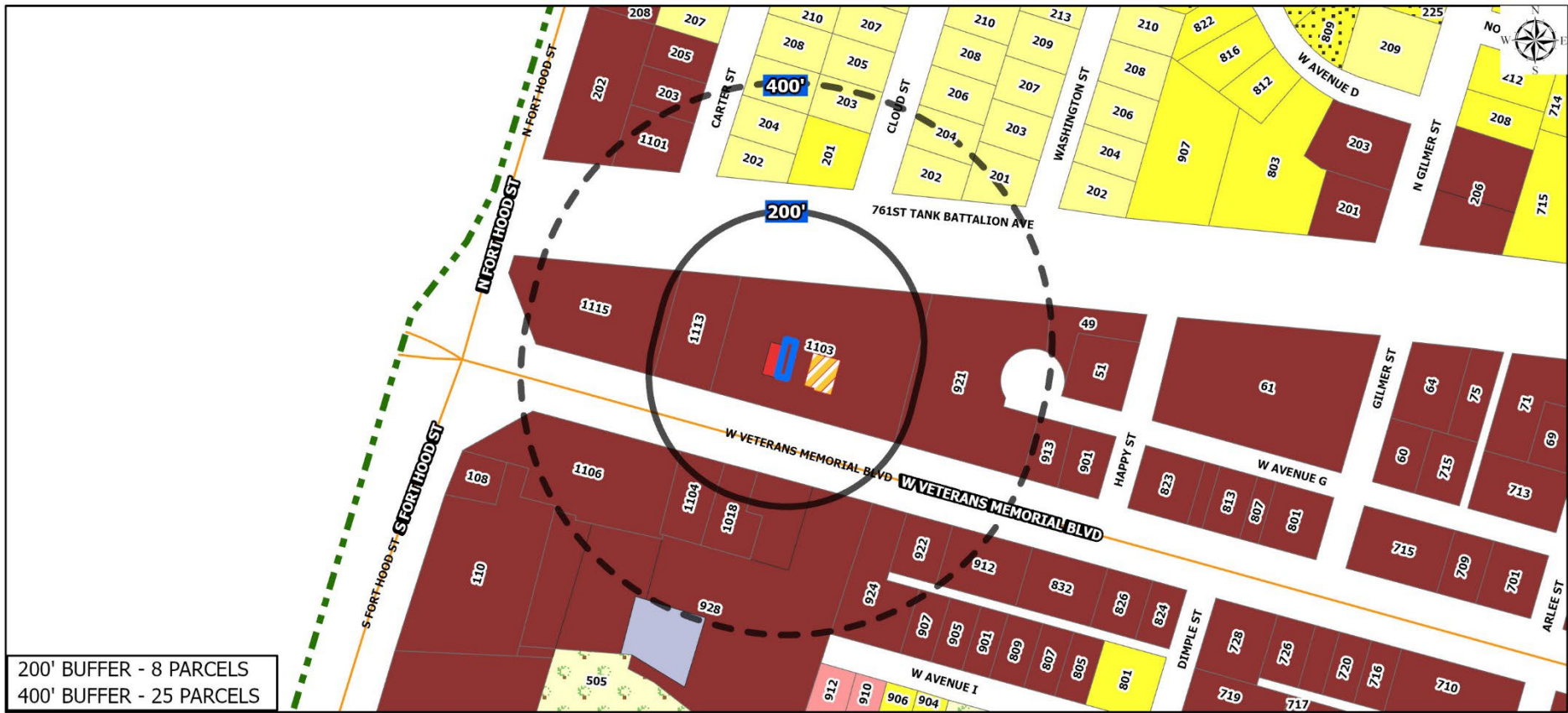
12

View of the subject property (Suite 104):



Public Notification

- Staff notified twenty-two (22) surrounding property owners regarding this request.
- Of those notified, seventeen (17) reside outside of the 200-foot notification boundary required by the State, and within the 400-foot notification boundary required by Council; and eleven (11) property owners reside outside of Killeen.
- To date, staff has received zero (0) written response regarding this request.



200' BUFFER - 8 PARCELS
 400' BUFFER - 25 PARCELS

NOTIFICATION MAP
 Council District: 1
 0 115 230 Feet
 Subject Property Legal Description: Y & J ADDITION, BLOCK 001, LOT 0001

Zoning Case 2023-13

B-5 TO B-C-1

Legend		Current Zoning	
	B-2		B-5
	B-3A		RC-1
	R-1		R-2
	RMH		R-3
	SUP		

Alternatives

15

- ❑ The City Council has two (2) alternatives:
 - ❑ Disapprove the applicant's request; or
 - ❑ Approve the applicant's request as presented.

Staff Recommendation

- ❑ Staff finds that the request is consistent with the recommendations of the 2022 Comprehensive Plan, as indicated in the Comprehensive Plan Analysis.
- ❑ Staff is of the determination that approval of the applicant's request would have no negative impacts on the surrounding properties.
- ❑ Therefore, staff recommends approval of the applicant's request for "B-C-1" (General Business and Alcohol Sales District).

Commission Recommendation

- ❑ At their regular meeting on April 17, 2023, the Planning and Zoning Commission recommended approval of the applicant's request by a vote of 6 to 1 with Commissioner Sabree in opposition.
- ❑ Commissioner Sabree indicated that her opposition was because the business intends to serve alcohol.



City of Killeen

Staff Report

File Number: DS-23-051

Discuss 2021 Road Construction Projects



City of Killeen Engineering

Project Status Report
2023 Quarter 2

SECTION I ACTIVE DESIGN AND PLANNING PROJECTS

1. PROJECT NAME: GILMER STREET RECONSTRUCTION

Project Manager: *Donald Wetzel*
Eng. Consultant: *KSA*
Contract % Complete: *66.7%*
Eng. Contract Amount: *\$658,710*
Amount Paid to Date: *\$439,209*
Preliminary Plan Due Date: *February 2023*
Final Plan Due Date: *April 2023*
Bid Set Due Date: *May 2023*
Construction Estimate: *\$3,147,290*

TRANSPORTATION



COMMENTS: Engineer has submitted 100% design plans for City review. Working on obtaining temporary easements needed for construction.

2. PROJECT NAME: BUNNY TRAIL RECONSTRUCTION

Project Manager: *Abdulbasit Abbasi*
Eng. Consultant: *Kimley-Horn*
Contract % Complete: *27.96%*
Eng. Contract Amount: *\$1,496,464.51*
Amount Paid to Date: *\$458,040*
Preliminary Plan Due Date: *June 2022*
Final Plan Due Date: *August 25, 2023*
Bid Set Due Date: *December 2023*
Construction Estimate: *TBD*

TRANSPORTATION



COMMENTS: Consultant is working on 60% preliminary design plans.

3. PROJECT NAME: WATERCREST RECONSTRUCTION

Project Manager: *Abdulbasit Abbasi*
Eng. Consultant: *K. Friese + Associates*
Contract % Complete: *33.51%*
Eng. Contract Amount: *\$2,001,945.79*
Amount Paid to Date: *\$376,649.21*
Preliminary Plan Due Date: *August 2022*
Final Plan Due Date: *October 2023*
Bid Set Due Date: *November 2023*
Construction Estimate: *TBD*

TRANSPORTATION



COMMENTS: Consultant has submitted 60% design plans for City review.

4. PROJECT NAME: WILLOW SPRINGS RECONSTRUCTION

Project Manager: *Abdulbasit Abbasi*
Eng. Consultant: *K. Friese + Associates*
Contract % Complete: 27.47%
Eng. Contract Amount: \$2,001,945.79
Amount Paid to Date: \$247,979.10
Preliminary Plan Due Date: *January 2024*
Final Plan Due Date: *March 2024*
Bid Set Due Date: *April 2024*
Construction Estimate: *TBD*

TRANSPORTATION

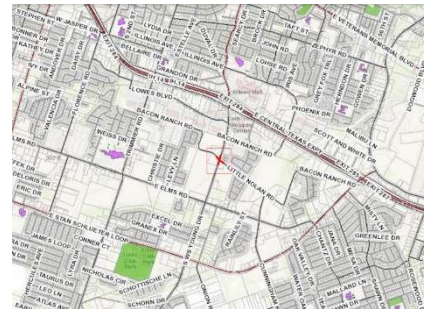


COMMENTS: Currently in design phase for Watercrest.

5. PROJECT NAME: CHAPARRAL ROAD WIDENING

Project Manager: *Donald Wetzel*
Eng. Consultant: *Freese & Nichols, Inc.*
Contract % Complete: 15.4%
Eng. Contract Amount: \$1,485,240
Amount Paid to Date: \$228,629
Preliminary Design Phase 1 Due Date: 2024
Final Plan Due Date: *TBD*
Bid Set Due Date: *TBD*
Construction Estimate: *TBD*

TRANSPORTATION

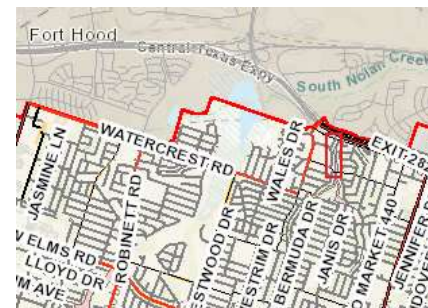


COMMENTS: Open House was held April 2023 to meet with constituents to help decide the proposed alignment. City is actively applying for federal and state funding for the project.

6. PROJECT NAME: BERMUDA DITCH REPAIR

Project Manager: *Abdulbasit Abbasi*
Eng. Consultant: *Halff and Associates*
Contract % Complete: 76.95%
Eng. Contract Amount: \$112,800.00
Amount Paid to Date: \$70,340.00
Preliminary Plan Due Date: *N/A*
Final Plan Due Date: *May 2023*
Bid Set Due Date: *June 2023*
Construction Estimate: \$170,991

DRAINAGE



COMMENTS:

Currently reviewing 100% design plans and coordinating with utility companies for relocation of services.

7. PROJECT NAME: CHAPARRAL PUMP STATION

Project Manager: *Steve Kana*
Eng. Consultant: *Freese & Nichols, Inc.*
Contract % Complete: *95%*
Eng. Contract Amount: *\$741,800*
Amount Paid to Date: *\$557,000*
Preliminary Plan Due Date: *Complete*
Final Plan Due Date: *Complete*
Bid Set Due Date: *Complete*
Construction Estimate: *\$4,195,200*

WATER AND SEWER



COMMENTS: Design has been completed. Project to advertise for bids June 2023.

8. PROJECT NAME: CHAPARRAL WW IMPROVEMENTS

Project Manager: *Steve Kana*
Eng. Consultant: *Walker Partners*
Contract % Complete: *95%*
Eng. Contract Amount: *\$741,800*
Amount Paid to Date: *\$557,000*
Preliminary Plan Due Date: *Complete*
Final Plan Due Date: *Complete*
Bid Set Due Date: *Complete*
Construction Estimate: *\$4,195,200*

WATER AND SEWER



COMMENTS: Design has been completed. Bid date pending acquisition of all easements. Pape Dawson has been hired to acquire the necessary easements. Project to advertise for bid July 2023.

9. PROJECT NAME: HIGHWAY 195 24" WATERLINE

Project Manager: *Steve Kana*
Eng. Consultant: *Kimley Horn & Freese & Nichols, Inc.*
Contract % Complete: *45%*
Eng. Contract Amount: *\$908,500*
Amount Paid to Date: *\$414,248*
Preliminary Plan Due Date: *Complete*
Final Plan Due Date: *August 2023*
Bid Set Due Date: *December 2023*
Construction Estimate: *\$6,808,000*

WATER AND SEWER



COMMENTS: Kimley Horn is designing the section along Highway 195 between Chaparral and Stagecoach. Freese & Nichols is designing the section along Chaparral. Right of Way acquisition for the section along Chaparral is being performed by Freese & Nichols.

13. PROJECT NAME: CONDER PARK TRAIL REPLACEMENT

Project Manager: *Donald Wetzel*
Eng. Consultant: *City Staff/TBD*
Contract % Complete: *N/A*
Eng. Contract Amount: *N/A*
Amount Paid to Date: *N/A*
Preliminary Plan Due Date: *May 2023*
Final Plan Due Date: *TBD*
Bid Set Due Date: *TBD*
Construction Estimate: *TBD*

FACILITIES

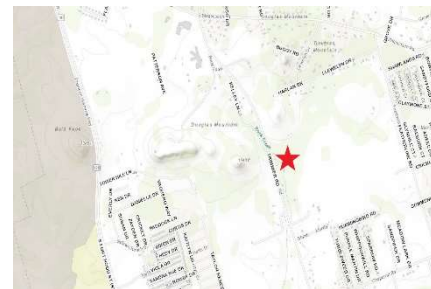


COMMENTS: Project scope is being reassessed with the Trails Master Plan with Parks and Recreation.

14. PROJECT NAME: EMERGENCY OPERATIONS CENTER

Project Manager: *Yul Eroy*
Eng. Consultant: *Martinez Architects*
Contract % Complete: *0%*
Eng. Contract Amount: *\$1,305,000*
Amount Paid to Date: *\$0.00*
Preliminary Plan Due Date: *May 2023*
Final Plan Due Date: *August 2023*
Bid Set Due Date: *September 2023*
Construction Estimate: *TBD*

FACILITIES



COMMENTS: Topographic survey is complete. Exterior layout has been selected and the draft schematic design package will begin soon.

15. PROJECT NAME: KCCC HVAC AND LIGHTING UPGRADES

Project Manager: *TBD*
Eng. Consultant: *Parkhill*
Contract % Complete: *0%*
Eng. Contract Amount: *\$157,500*
Amount Paid to Date: *\$0.00*
Preliminary Plan Due Date: *TBD*
Final Plan Due Date: *TBD*
Bid Set Due Date: *TBD*
Construction Estimate: *TBD*

FACILITIES



COMMENTS: The draft facility assessment report has been submitted. After reviewing the assessment report, the city has decided to proceed with Mechanical System Priorities.

16. PROJECT NAME: TRANSFER WASTE STATION LOADING PIT FACILITIES

Project Manager: *Donald Wetzel*
Eng. Consultant: *Freese & Nichols*
Contract % Complete: *11.1%*
Eng. Contract Amount: *141,243*
Amount Paid to Date: *\$0.00*
Preliminary Plan Due Date: *April 2023*
Final Plan Due Date: *June 2023*
Bid Set Due Date: *September 2023*
Construction Estimate: *November 2023*



COMMENTS: Notice to Proceed was issued January 2023 with 50% plans provided March 2023.

17. PROJECT NAME: PUMP STATION #2 UPGRADES

Project Manager: *Steve Kana*
Eng. Consultant: *CP&Y*
Contract % Complete: *15%*
Eng. Contract Amount: *\$211,565*
Amount Paid to Date: *\$15,227*
Preliminary Plan Due Date: *June 2023*
Final Plan Due Date: *October 2023*
Bid Set Due Date: *November 2023*
Construction Estimate: *\$1,475,400*

WATER AND SEWER

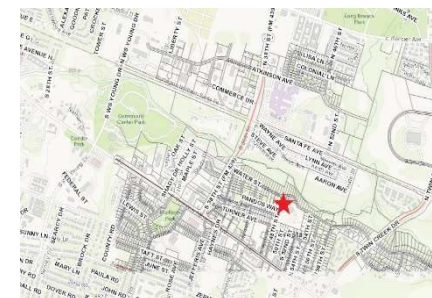


COMMENTS: Preliminary design is underway.

18. PROJECT NAME: LIFT STATION #6 UPGRADES

Project Manager: *Steve Kana*
Eng. Consultant: *Freese and Nichols, Inc.*
Contract % Complete: *10%*
Eng. Contract Amount: *\$624,677*
Amount Paid to Date: *\$38,136*
Preliminary Plan Due Date: *May 2023*
Final Plan Due Date: *November 2023*
Bid Set Due Date: *December 2023*
Construction Estimate: *\$5,500,000*

WATER AND SEWER

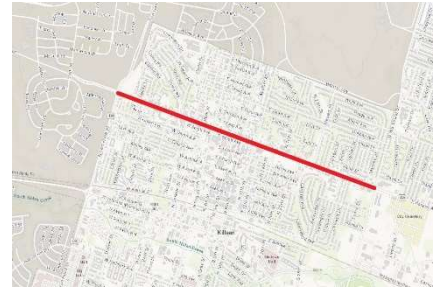


COMMENTS: Freese & Nichols reviewed preliminary design with W&S Staff April 2023.

19. PROJECT NAME: RANCIER IMPROVEMENTS

Project Manager: Abdulbasit Abbasi
Eng. Consultant: *BGE Inc.*
Eng. Contract Amount: *\$813,453.73*
Amount Paid to Date: *\$29,343.06*
Preliminary Plan Due Date: *December 2023*
Final Plan Due Date: *TBD*
Bid Set Due Date: *TBD*
Construction Estimate: *\$23,000,000*

TRANSPORTATION



COMMENTS: Currently gathering data and conducting a study for the schematic design. Aerial Survey has been performed for the project. The schematic design will include background research of the limits between Fort Hood Street and 38th Street.

20. PROJECT NAME: DRAINAGE MASTER PLAN/STUDY

Project Manager: *Nilka Rosado*
Eng. Consultant: *TBD*
Contract % Complete: *0%*
Eng. Contract Amount: *TBD*
Amount Paid to Date: *\$0.00*
Preliminary Plan Due Date: *TBD*
Final Plan Due Date: *TBD*
Bid Set Due Date: *TBD*
Construction Estimate: *\$300,000*

DRAINAGE



COMMENTS: The project includes modeling the city drainage courses to determine areas of concern to develop an updated Master Drainage Plan. Consultant Request for Proposals were advertised March 2023 with final proposals due April 2023. The City is currently reviewing three submitted proposals from interested consultants.

21. PROJECT NAME: STONETREE DR. DRAINAGE IMPR.

Project Manager: Nilka Rosado
Eng. Consultant: *TBD*
Contract % Complete: *0%*
Eng. Contract Amount: *TBD*
Amount Paid to Date: *\$0.00*
Preliminary Plan Due Date: *TBD*
Final Plan Due Date: *TBD*
Bid Set Due Date: *TBD*
Construction Estimate: *\$100,000*

DRAINAGE

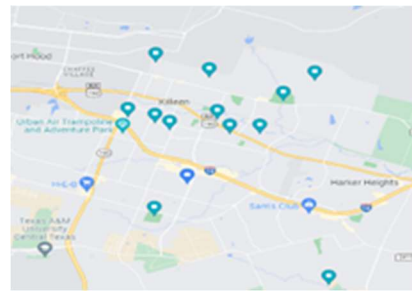


COMMENTS: Currently gathering data for the design scope. Consultant proposal to be submitted in May for the design.

22. PROJECT NAME: GAP SIDEWALKS

Project Manager: Yul Eroy
Eng. Consultant: *N/A*
Contract % Complete: *N/A*
Eng. Contract Amount: *N/A*
Amount Paid to Date: *\$0.00*
Preliminary Plan Due Date: *N/A*
Final Plan Due Date: *TBD*
Bid Set Due Date: *JUNE 2023*
Construction Estimate: *\$750,000*

RECREATION/TRANSPORTATION



COMMENTS: Project sites are being reviewed and will determine which locations will be included in the project. Once selected, a full project list will be finalized with scope to bid the project in the Summer of 2023.

SECTION II PROJECTS IN BID OR CONTRACT PHASE

1. **PROJECT NAME:** *COMMUNITY CENTER*
Scope: *Building Remodel, expansion for new gym.*
 Project Manager: *Yul Eroy*
 Eng. Consultant: *Randall Scott Architects, Inc.*
 Eng. Contract Amount: *\$532,725*
 Construction Management Consultant: *MRB Group*
 Construction Management Amount: *\$121,500*
 Bid Opening Date: *March 16, 2023*
 Apparent Low Bidder: *HCS, Inc.*
 Engineering Estimate Amount: *\$5,849,691*

FACILITIES



COMMENTS: Both the Construction Management and the Construction contracts are expected to be presented to City Council May 9, 2023, for approval. Once approved the project will move to construction

2. **PROJECT NAME:** *TRIMMIER ROAD–10TH ST. AT HALLMARK AVE*

Project Manager: *Abdulbasit Abbasi*
 Eng. Consultant: *Clark & Fuller*
 Contract % Complete: *78.84%*
 Eng. Contract Amount: *\$36,977.00*
 Amount Paid to Date: *\$29,152*
 Preliminary Plan Due Date: *N/A*
 Final Plan Due Date: *February 2023*
 Bid Opening Date: *April 27, 2023*
 Construction Estimate: *\$632,158*

DRAINAGE



COMMENTS:
 The project was bid in April with no received bids. Project will be rebid in May/June 2023.

3. **PROJECT NAME:** *E. TRIMMIER ROAD BRIDGE REPAIR*

Project Manager: *Donald Wetzel*
 Eng. Consultant: *Freese & Nichols, Inc.*
 Contract % Complete: *85.8%*
 Eng. Contract Amount: *\$102,479*
 Amount Paid to Date: *\$87,943*
 Preliminary Plan Due Date: *January 2023*
 Final Plan Due Date: *March 2023*
 Bid Opening Date: *May 11, 2023*
 Construction Estimate: *\$405,000*

DRAINAGE



COMMENTS: Project is scheduled to bid May 2023 with approval by City Council expected June 2023.

SECTION III PROJECTS UNDER CONSTRUCTION

1. PROJECT NAME: CHAPARRAL ELEVATED STORAGE TANK

Project Manager: *Steve Kana*
Contractor: *Landmark*
Contact: *Mike Dury*
Construction Contract Amount: *\$5,253,000*
Project Inspector: *Rick Havens*
Construction Start Date: *October 2021*
% Complete: *95%*
Est. Completion Date: *February 2023*
Amount Paid to Date: *\$4,591,868*

WATER AND SEWER



COMMENTS: Working on permanent power to site and close out items.

2. PROJECT NAME: WOLF DITCH DRAINAGE CIP

Project Manager: *Abdulbasit Abbasi*
Contractor: *J.B. & CO*
Contact: *Joel Brown & Alex Zetusky*
Construction Contract Amount: *\$205,479.00*
Project Inspector: *N/A*
Construction Start Date: *June 2022*
% Complete: *100%*
Est. Completion Date: *March 2023*
Amount Paid to Date: *\$196,779*

DRAINAGE

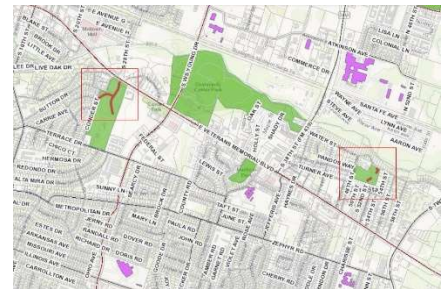


COMMENTS: Punchlist items have been completed and currently closing out the project.

3. PROJECT NAME: CONDER - AA LANE PARK DRAINAGE

Project Manager: *Donald Wetzel*
Contractor: *Choice Builders, LLC*
Construction Contract Amount: *\$597,113*
Construction Start Date: *February 2023*
% Complete: *17.7%*
Estimated Completion Date: *August 2023*
Amount Paid to Date: *\$105,968*

DRAINAGE



COMMENTS: Project construction began in February 2023. Contractor is working on the Conder Park Ditch clearing and pedestrian bridge construction at the existing dam.

4. PROJECT NAME: LITTLE NOLAN/S WS YOUNG SIGNAL

Project Manager: *Donald Wetzel*

Eng. Consultant: *Kimley Horn*

Contract % Complete: *100%*

Eng. Contract Amount: *\$56,980*

Amount Paid to Date: *\$43,320*

Preliminary Plan Due Date: *February 2022*

Final Plan Due Date: *June 2022*

Bid Set Due Date: *July 2022*

Construction Estimate: *\$461,858.81*

TRANSPORTATION



COMMENTS: TxDOT received the project bids October 2022. Construction was due to begin in October 2023 due to delays in receiving materials for the project.

SECTION IV PRIVATE DEVELOPMENT

1. **PROJECT NAME:** *GOODNIGHT RANCH PHASE 14 SECTION 1*
Location: *7400 Bunny Trail*
Developer/Contractor: *Reece Creek Developers, LTD/McLean Construction*
Contact: *Steve Shepherd*
Project Current Phase: *Construction Completed*
City Inspector: *Loma Eteuati* Plans Released: *11/8/2019*
% Complete: *99%* Est. Completion Date: *1/27/2023*

COMMENTS:
Letter of acceptance issued 3/16/2023. Maintenance Bonds Issued:
1 Year - Water and Sewer 3/2024
1 Year - Streets exp. 3/2024:
2 Year - Drainage exp. 3/2025

2. **PROJECT NAME:** *GOODNIGHT RANCH PHASE 14 SECTION 2*
Location: *7400 Bunny Trail*
Developer/Contractor: *Reece Creek Developers, LTD/McLean Construction*
Contact: *Steve Shepherd*
Project Current Phase: *Construction Completed*
City Inspector: *Loma Eteuati* Plans Released:
% Complete: *99%* Est. Completion Date: *1/27/2023*

COMMENTS:
Letter of acceptance issued 3/16/2023. Maintenance Bonds Issued:
1 Year - Water and Sewer 3/2024
1 Year - Streets exp. 3/2024:
2 Year - Drainage exp. 3/2025

3. **PROJECT NAME:** *HERITAGE OAKS PHASE SEVEN*
Location: *Rosewood Drive & Chaparral Road*
Developer/Contractor: *Killeen Chaparral Development, LLC/Purser Construction*
Contact: *Gary W. (Bubba) Purser, Jr*
Project Current Phase: *Design*
City Inspector: *Greg Ellis* Plans Released:
% Complete: *0%* Est. Completion Date:

COMMENTS: 2nd plan review comments sent to engineer 1/4/2021.

4. **PROJECT NAME:** *MESA VERDE ESTATES*
Location: *1502 W Stan Schlueter Loop*
Developer/Contractor: *Mesa Verde Development, LP/A&S Underground and S3 Site Work*
Contact: *Bret Anderson and David Smith*
Project Current Phase: *Construction*
City Inspector: *Loma Eteuati* Plans Released: *12/15/20*
% Complete: *99%* Completion Date: *1/3/2023*

COMMENTS:

Letter of acceptance issued *4/20/2023* Maintenance Bonds Issued:
Completed and open. 1 Year - Water exp. *4/2023*
1 Year – Sewer exp. *4/2023*
1 Year - Streets exp. *4/2024*
2 Year - Drainage exp. *4/2024*

5. **PROJECT NAME:** *THE SETTLEMENT ON STAGECOACH*
Location: *6401 Stagecoach Road*
Developer/Contractor: *Mary Glennys Bay/ A&S Underground and S3 Site Work*
Contact: *Bret Anderson*
Project Current Phase: *Construction*
City Inspector: *Kenny McBride* Plans Released: *6/17/21*
% Complete: *99%* Est. Completion Date: *3/15/2023*

COMMENTS:

Letter of acceptance issued *3/16/2023* Maintenance Bonds Issued:
1 Year - Water exp. *3/2023*
1 Year – Sewer exp. *4/2023*
1 Year - Streets exp. *4/2023*
2 Year - Drainage exp. *4/2024*

6. **PROJECT NAME:** *YOWELL RANCH PHASE VI*
Location: *Addison Street and Avendesora Road*
Developer/Contractor: *WBW Single Development Group, LLC – Series 123*
Contact: *Dillon Whitis*
Project Current Phase: *Construction*
City Inspector: *Greg Ellis* Plans Released: *5/7/2020*
% Complete: *95%* Est. Completion Date: *2/28/2023*

COMMENTS: Stabilization and trail construction not started.

7. **PROJECT NAME:** SC22-02 TURNBO RANCH PHASES I, II, & III
Location: *Chaparral Road at Trimmier Road*
Developer/Contractor: *WBW Development Group, LLC – Series 016*
Contact: *Dillon Whitis*
Project Current Phase: *Construction*
City Inspector: *Greg Ellis* Plans Released: *11/5/2021*
% Complete: *30%* Est. Completion Date: *12/31/2023*

COMMENTS: BCMUD#2 Water and wastewater only. Roads have been rough cut with approximately half of the water and gravity sewer lines installed.

8. **PROJECT NAME:** SC22-05 Yowell Ranch Phases VII & VIII
Location: *Lugard Drive*
Developer/Contractor: *WBW Single Development Group, LLC – Series 123*
Contact: *Dillon Whitis*
Project Current Phase: *Construction*
City Inspector: *Greg Ellis* Plans Released: *2/16/2022*
% Complete: *20%* Est. Completion Date: *12/31/2023*

COMMENTS: Installing water and sewer lines as well as curb inlet boxes.

9. **PROJECT NAME:** SC22-06 TURNBO RANCH LIFT STATION
Location: *Chaparral Road at Trimmier Road*
Developer/Contractor: *WBW Development Group, LLC – Series 016*
Contact: *Dillon Whitis*
Project Current Phase: *Construction*
City Inspector: *Greg Ellis* Plans Released: *1/18/2022*
% Complete: *38%* Est. Completion Date: *12/31/2023*

COMMENTS: BCMUD#2 Water and wastewater only. Excavation for wet well and base set.

10. **PROJECT NAME:** SC22-07 STRINGER STREET DEVELOPMENT
Location: *550 Bremser*
Developer/Contractor: *BFF Construction, LLC*
Contact: *JR Meza*
Project Current Phase: *Construction Completed*
City Inspector: *Kenny McBride* Plans Released: *4/20/2022*
% Complete: *100%* Est. Completion Date: *2/15/2023*

COMMENTS:
Letter of acceptance issued 4/27/2023. Maintenance Bonds Issued:
1 Year - Water exp. 4/2024
1 Year – Sewer exp. 4/2024
2 Year - Drainage exp. 4/2025

11. **PROJECT NAME:** SC22-09 CLEAR CREEK DUPLEXES
Location: 5803 Clear Creek Road
Developer/Contractor: Doose, C A & Co Inc./Flintrock Builders
Contact: Joseph Theriot
Project Current Phase: Construction Completed
City Inspector: Loma Eteuati
% Complete: 98%
Plans Released: 7/19/2022
Est. Completion Date: 4/30/2023

COMMENTS: Letter of acceptance issued 4/26/2023. Waiting on original MECA to collect city signatures. Bonds are pending.

12. **PROJECT NAME:** SC22-10 MITCHELL FARM
Location: 7630 Clear Creek Road
Developer/Contractor: J Squared Killeen Development, LLC/Purser Construction
Contact: Josh Welch
Project Current Phase: Plan Review
City Inspector: Loma Eteuati
% Complete: 65%
Plans Released: 11/9/2022
Est. Completion Date: 6/30/2023

COMMENTS: Water and sewer lines are installed but testing is pending. Roadway subgrade almost complete.

13. **PROJECT NAME:** SC22-12 REYNOLDS CROSSING PHASE 1
Location: E Rancier Ave
Developer/Contractor: Northridge Land Investments, LLC/Bell Contractors and S3 Site Work
Contact: Josh Welch
Project Current Phase: Construction
City Inspector: Kenny McBride
% Complete: 10%
Plans Released: 11/15/2022
Est. Completion Date: 1/30/2024

COMMENTS: The roads have been rough cut and the sewer is 85% complete.

14. **PROJECT NAME:** SC22-08 THE ROOST ADDITION OFFSITE SEWER
Location: 4302 Cunningham Road
Developer/Contractor: Rachiii Brothers, LLC – Series 101/Riley Scott Construction
Contact: Pedro Quintero
Project Current Phase: Construction Completed
City Inspector: Greg Ellis
% Complete: 99%
Plans Released: 6/6/2022
Est. Completion Date: 2/28/2023

COMMENTS:
Letter of acceptance has not been issued, pending receipt of a 1-year sewer maintenance bond.

15. **PROJECT NAME:** SC22-11 LAKEVIEW PARK 5TH REPLAT
Location: 5400 E Rancier Avenue
Developer/Contractor: Micheal Patterson/Eagle Eye Consulting & Construction, LLC
Contact: Anca Neagu
Project Current Phase: Plan Review
City Inspector: Kenny Mc Bride
% Complete: 30%
Plans Released: TBD
Est. Completion Date: TBD

COMMENTS: Plan are ready to be released for construction

16. **PROJECT NAME:** SC22-13 MCGREGOR ESTATES PHASE 5
Location: 5601 Clear Creek Road
Developer/Contractor: JOF Developers, Inc./Purser Construction
Contact: Gary W. (Bubba) Purser, Jr
Project Current Phase: Construction
City Inspector: Loma Eteuati
% Complete: 0%
Plans Released: 12/20/2022
Est. Completion Date: 6/30/2023

COMMENTS: Preconstruction conference scheduled for 1/19/2023.

17. **PROJECT NAME:** SC22-14 RAHMAN SUBDIVISION, PHASE IV
Location: 500 Omar Drive
Developer/Contractor: Dr Muhammad Khan
Contact: Lina Chatay
Project Current Phase: Design
City Inspector: TBD
% Complete: 0%
Plans Released: TBD
Est. Completion Date: TBD

COMMENTS: Plan review comments returned 10/27/2022 and 11/16/2022. This project has probably been suspended due to the death of Dr Kahn.

18. **PROJECT NAME:** SC22-15 VICTORY RANCH PHASE 1
Location: 5901 S Fort Hood St
Developer/Contractor: Cactus Jack Development, Inc./TBD
Contact: Joey Theriot
Project Current Phase: Design
City Inspector: TBD
% Complete: 0%
Plans Released: TBD
Est. Completion Date: TBD

COMMENTS: Pre-construction meeting held on 2/23/2023

19. **PROJECT NAME:** SC22-15 THE ROOST ADDITION PHASE 2

Location: 4302 Cunningham Road

Developer/Contractor: Rachiii Brothers, LLC – Series 101/Riley Scott Construction

Contact: Pedro Quintero

Project Current Phase: Construction Completed

City Inspector: Greg Ellis

Plans Released: TBD

% Complete: 0%

Est. Completion Date: TBD

COMMENTS: 6th plan submittal issued by engineer 4/26/2023 – Plan to be released following TxDOT UIR approval.

20. **PROJECT NAME:** SC22-17 SJCC KILLEEN ADDITION

Location: St Francis Street

Developer/Contractor: Saint Joseph’s Catholic Church/McLean Construction

Contact: Ace Reneau

Project Current Phase: Construction

City Inspector: Kenny McBride

Plans Released: 11/14/2022

% Complete: 80%

Est. Completion Date: 2/28/2023

COMMENTS: Pending receipt of maintenance bond – 1 Year Water.

21. **PROJECT NAME:** SC22-18 HERRING LEGACY ESTATES PHASE 2

Location: 740 Money Pit Road

Developer/Contractor: Herring Legacy Developers, Inc./TBD

Contact: Ace Reneau

Project Current Phase: Design

City Inspector: TBD

Plans Released: TBD

% Complete: 0%

Est. Completion Date: TBD

COMMENTS: First plan submittal comments returned to engineer 1/11/2023.

22. **PROJECT NAME:** SC22-19 HEARTLAND RANCH PHASE 1

Location: E Rancier Ave/FM 439

Developer/Contractor: Mended Developers, LLC./TBD

Contact: Pedro Quintero

Project Current Phase: Design

City Inspector: TBD

Plans Released: TBD

% Complete: 0%

Est. Completion Date: TBD

COMMENTS: First plan submittal comments returned to engineer 1/4/2023.

23. **PROJECT NAME:** *SC22-20 SPOFFORD ADDITION REPLAT NO. 3*
Location: *304 Blair St*
Developer/Contractor: *JP Investing Solutions LLC/BFF Construction*
Contact: *Chuck Amundson*
Project Current Phase: *Construction*
City Inspector: *Kenny McBride* Plans Released: *12/29/2022*
% Complete: *0%* Est. Completion Date: *TBD*

COMMENTS: Waterline extension to serve the lot at 304 Blair St. Construction not started.

24. **PROJECT NAME:** *SC22-21 LEVY CROSSING PHASE 2*
Location: *6600 S Fort Hood Street*
Developer/Contractor: *JOF Developers, Inc./Purser Construction*
Contact: *Gary W. (Bubba) Purser, Jr*
Project Current Phase: *Design*
City Inspector: *TBD* Plans Released: *TBD*
% Complete: *0%* Est. Completion Date: *TBD*

COMMENTS: First plan submittal comments returned to engineer 4/13/2023.

PLATS REVIEWED (ALL TYPES) (9/1/2023 – 12/31/2022): 97

ZONING CASES (9/1/2023 – 12/31/2022): 18

FLUM CASES (9/1/2023 – 12/31/2022): 2

COMMERCIAL PLAN REVIEWS (9/1/2023 – 12/31/2022): 9

RIGHT-OF-WAY PERMITS (9/1/2023 – 12/31/2022): 209



2021 ROAD CONSTRUCTION PROJECTS UPDATE

DS-23-051

May 16, 2023

251

Background

- The Street Reconstruction Project was approved in the 2022 budget that included a list of Priority Projects that would be partially funded through a Certificate of Obligation Bond (COB) and the Street Maintenance Fee.
- The selected projects included Gilmer Street, Watercrest Road, Bunny Trail, and Willow Springs Road and Stagecoach Road.
- Rancier and Chaparral Roadways are two additional roadway improvement projects that have been started and are not funded through the Street Maintenance fee.

Gilmer Street Reconstruction

3

- On November 16, 2021, a Professional Services Agreement (PSA) was executed with KSA.
- Scope includes full reconstruction of roadway between East Veterans Blvd and Rancier Avenue. Project includes roadway and sidewalk replacement, landscaping, drainage improvements as needed and pedestrian crossing improvements.
- Final Design Plans have been submitted and final bidding documents are being prepared.

Watercrest Road Reconstruction

4

- On December 7, 2021, a Professional Services Agreement (PSA) was executed with K. Friese and Associates (KFA) for the Design of the Watercrest Road Reconstruction Project
- The project includes reducing the roadway to 3-lanes, installing sidewalks along the north side, installing a new signal at Robinette.
- The City received the 60% design plans for review. Final plans are due August 2023.

Bunny Trail Reconstruction

5

- On November 16, 2021, a Professional Services Agreement (PSA) was executed with Kimley-Horn and Associates, Inc. for the Preliminary Design of the Bunny Trail Reconstruction Project
- On May 4, 2022, the City had an open house to discuss the scope of the project, the project schedule, and provided a platform for individuals to express their questions and concerns.

Bunny Trail Reconstruction (Cont.)

6

- ❑ On January 3, 2023, a Professional Services Agreement (PSA) was executed with Kimley-Horn and Associates, Inc. for the Design of the Bunny Trail Reconstruction Project
- ❑ Project includes the replacement of the existing roadway alignment, drainage improvements at the intersection with Stan Schlueter Loop, and addressing existing sidewalk gaps.
- ❑ Staff has received the 60% design plans for review. Final design plans are due in August of 2023. Project bidding is anticipated early 2024 once all easements have been acquired.

Willow Springs Reconstruction

7

- On December 7, 2021, a Professional Services Agreement (PSA) was executed with K. Friese and Associates for the Design of the Willow Springs Road Reconstruction Project.
- On September 28, 2022, the City had an open house to discuss the scope of the project, the project schedule, and provided a platform for individuals to express their questions and concerns.
- Project design is continuing along with Watercrest Road. The preliminary plans are due in December 2023.

Rancier Av Corridor Improvement

8

- On December 14, 2022, a Professional Services Agreement (PSA) was executed with BGE for the Preliminary Design of the Rancier Avenue.
- Project includes pavement replacement, wide sidewalks, storm drainage, traffic and pedestrian improvements, landscaping and undergrounding/relocation of existing utilities.
- Preliminary Plans due December 2023.

Chaparral Roadway Widening

9

- ❑ On October 18, 2022, a Professional Services Agreement (PSA) was executed with Freese and Nichols, Inc. for the Schematic Design of the Chaparral Road Project.
- ❑ Project includes determining the roadway alignment, schematic design of the roadway, sidewalks, storm drainage, traffic and pedestrian improvements, landscaping and relocation of existing utilities.
- ❑ On April 27, 2023, the City had an open house to discuss the scope of the project, proposed alignments, and provided a platform for individuals to express their questions and concerns.

Chaparral Roadway Widening (Cont.)

10

- Results of Open House Comments and recommended roadway alignment are expected in June 2023.
- Council presentation of recommendation is planned for August 2023.

Chaparral Roadway Widening (Cont.)

11

- Results of Open House Comments and recommended roadway alignment is expected in June 2023.
- Council Presentation of recommendation is planned for August 2023.

Stagecoach Road Reconstruction

12

- On May 2, 2023, a Professional Services Agreement (PSA) was executed with Pape-Dawson Engineers for the Design of the Stagecoach Road Replacement Project
- Project includes replacement of roadway with new design section, drainage modifications between Hwy 195 and Tyler Drive.
- Project will be bid for construction in phases based on funding availability through the Street Maintenance Fee program.



City of Killeen

Staff Report

File Number: DS-23-052

Discuss the Purchase, Exchange, Lease or Value of Real Property Relating to Facilities Needed for Animal Services



City of Killeen

Staff Report

File Number: DS-23-053

Discuss the Purchase, Exchange, Lease or Value of Real Property located in Downtown Killeen