



City of Killeen

Agenda

City Council

Tuesday, March 28, 2023

5:00 PM

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

Call to Order and Roll Call

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

Invocation

Pledge of Allegiance

Approval of Agenda

Presentations

1. [PR-23-004](#) United Way of the Greater Fort Hood Area Presentation - Aaron Montemayor, Executive Director

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.

Discussion Items

2. [DS-23-036](#) Discuss Wounded Hero Mental Health Program
Attachments: [Request](#)
[Presentation](#)
3. [DS-23-037](#) Fire Department Update on the 2021 Master Plan
Attachments: [Presentation](#)

Consent Agenda

4. [MN-23-006](#) Consider Minutes of Regular City Council Meeting of February 28, 2023.
5. [RS-23-056](#) Consider a memorandum/resolution authorizing Municipal Court software annual maintenance agreement with Tyler Technologies, Inc., in the amount of \$70,518.84.
Attachments: [Quote](#)
[Sole Source](#)
[Presentation](#)
6. [RS-23-057](#) Consider a memorandum/resolution ratifying the Letter of Agreement with TRSI, LLC dba Target Solutions for repairs to 1 Santa Fe Plaza, Killeen Texas due to a structure fire that occurred on December 6, 2022, in the amount of \$87,891.17.
Attachments: [Letter of Agreement](#)
[Certificate of Interested Parties](#)
[Presentation](#)
7. [RS-23-058](#) Consider a memorandum/resolution authorizing a professional services agreement and addendum for the engineering design of the Stagecoach Roadway Replacement Project with Pape-Dawson Engineers, in the amount of \$1,982,000.00.
Attachments: [Proposal](#)
[Agreement](#)
[Addendum](#)
[Certificate of Interested Parties](#)
[Contract Verification](#)
[Presentation](#)
8. [RS-23-059](#) Consider a memorandum/resolution appointing members to the Downtown Advisory Committee.
Attachments: [Presentation](#)
9. [RS-23-060](#) Consider a memorandum/resolution accepting the annual audit report for the fiscal year ended September 30, 2022.
Attachments: [Presentation](#)
10. [RS-23-061](#) Consider a memorandum/resolution adopting the Naming/Renaming of City Facilities and Name Changes/Renaming of City Streets Policy and Guidelines.
Attachments: [Draft Policy and Guidelines](#)
[Article IV, Section 25-119,120 from COK Code of Ordinances](#)
[Presentation](#)
11. [RS-23-062](#) Consider a memorandum/resolution appointing presiding and alternate

judges for the May 6, 2023 General Election.

Attachments: [Presentation](#)

12. [RS-23-063](#) Consider a memorandum/resolution to declare the public purpose and approve the grant funding allocations for seven nonprofit youth organizations with funding from the Public Facility Corporation.

Attachments: [Presentation](#)

13. [OR-23-007](#) Consider and ordinance amending an ordinance ordering a General Election to be held on May 6, 2023 to elect a district councilmember for each of the City of Killeen's four districts.

Attachments: [Ordinance](#)

[Presentation](#)

14. [OR-23-006](#) Consider an ordinance declaring unopposed candidate, cancelling the May 6, 2023 General Election in District 4.

Attachments: [Ordinance](#)

[Presentation](#)

Public Hearings

15. [PH-23-017](#) HOLD a public hearing and consider an ordinance amending the FY 2023 Annual Budget of the City of Killeen to increase expenditure accounts in the Street Maintenance Fund.

Attachments: [Ordinance](#)

[Presentation](#)

Adjournment

I certify that the above notice of meeting was posted on the Internet and on the bulletin boards at Killeen City Hall and at the Killeen Police Department on or before 5:00 p.m. on March 24, 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.

- Ellison Eagles Boys Basketball Celebration, March 29, 2023, 6:00 p.m., EHS Auditorium*
- City of Killeen Employee Service Awards, March 31, 2023, 12:30 p.m., Killeen Civic and Conference Center*
- City of Killeen Easter Egg Hunt, April 6, 2023, 6:00 p.m., Killeen Athletic Complex*
- Annual Bob Gray Day, April 18, 2023, 10:00 a.m., Killeen Fort Hood Regional Airport*
- Homecoming for Heroes VII, April 22, 2023, 5:30 p.m., SC River Ranch*
- Fallen Heroes 5K, May 6, 2023, 7:30 a.m., Purser Heritage Oaks Hike and Bike Trail*

Dedicated Service -- Every Day, for Everyone!



City of Killeen

Staff Report

File Number: PR-23-004

United Way of the Greater Fort Hood Area Presentation - Aaron Montemayor, Executive Director



City of Killeen

Staff Report

File Number: DS-23-036

Discuss Wounded Hero Mental Health Program



ATTACHMENT A

REQUEST TO PLACE ITEM ON THE AGENDA (Per Section 1-20 of Governing Standards and Expectations)

Requestor(s): Mayor Debbie Nash-King

Date: 2/20/2023

Problem/Issue/Idea Name for Agenda:

Ayonna Johnson would like to discuss a new mental health program.

Name of the agenda item would be Wounded Hero.

Description of Problem/Issue/Idea:

The mental health program would assist individuals, community leaders, and first responders during an emotional and psychological crisis.

Requested Action:

The request is to place Ayonna Johnson on the 07 March 23 agenda to discuss the mental health program.

Therapy Saved My Life...

Counseling provides benefits to promote wellness for the community and community leaders.

By: Ayonna Johnson, LPC

**Sometimes we just
need to talk to
someone who isn't
going to judge us
and help us
understand where
we are in life.**





- **Wellness Seeds**
- **Counseling specializes in:**
 - Couples
 - Adolescent (ages 12 – 18)
 - Young Adult to Adult (ages 20 on up)
 - Teachers
 - Military
 - Law Enforcement Officers
 - Community Leaders



- **Wellness Seeds**
Counseling specializes in:
- Our counseling services also assist individuals with becoming more capable of handling stressful occupations.
- All clients can feel safe knowing that all conversations are confidential and handled with care. Clients will leave each session feeling heard and capable of managing everyday life stressors and daily tasks, while setting goals for sustainable mental health and wellness.

Mental Health

- **More than 60% of people struggling with anxiety disorders don't receive treatment**
- **Suicide is on the rise globally, accounting for nearly one million deaths annually. The suicide rate has increased by over 30% in the last 20 years, and in 2016, suicide became the 2nd leading cause of death among ages 10-34. Over the past decade, the rates of children hospitalized for suicidal thoughts or behaviors have doubled.**
- **60% of men and 50% of women experience a traumatic event at some point in their life.**

Police Officers

- “According to the National Alliance on Mental Illness (NAMI), police face higher rates of depression, substance use, burnout, PTSD and anxiety than the general public. Tragically more police officers die by suicide than they do in the line of duty.
- Stress is normalized by police officers due to being accustomed to having stress. Many officers don't realize how close they are to needing mental health services in the first place.



Police Officers Continued...

- Once they do realize they have a mental health problem or illness, a lot of them don't seek services and we found that there's really three reasons for this.

1. Concern about confidentiality within the department. A lot of police officers do not trust internally their own department. A lot of them told us that it's like high school, that word gets out and they don't want to tell anyone that they have a mental health concern.



Police Officers Continued...

- 2. Police don't believe that psychologists can relate to their occupational duties.** They don't think that psychologists really understand what they are seeing and what they are going through. And so they don't necessarily trust the psychologists themselves.
- 3. Stigma.** Many of those working in law enforcement believe that seeking mental health services means they are not fit to do their jobs. I think that stigma is not just what we see in the police departments, but it's what we see in the general public as well.





• **First Responders and Mental Health: When Heroes Need Rescuing**

• Sep. 9, 2022

• *By* [Rodney Luster, PhD, LPC](#)

“It is estimated that 30 percent of first responders develop behavioral health conditions including, but not limited to, depression and [PTSD], as compared with 20% in the general population. In a study about suicidality, firefighters were reported to have higher attempt and ideation rates than the general population. In law enforcement, the estimates suggest between 125 and 300 police officers commit suicide every year.”

Heroes **NEED** Rescuing



Teachers

- *Article 2022: Teachers Have Double the Stress of the Average American Worker*
- **A new report reveals teachers and principals report frequent job-related stress at twice the rate of the general population of working adults.**
- **Well-being is especially low among teachers and principals of color, mid-career teachers, and female educators.**
- **Poor well-being among educators can have ripple effects for teachers and students alike.**

“Educators continue to report relatively worse well-being than other working adults,” said Elizabeth D. Steiner, lead author of the report and a policy researcher at RAND, a nonprofit, nonpartisan research organization. “In addition to being twice as likely as other working adults to say they experienced job-related stress, they were more likely to say they experienced symptoms of depression and were not coping well with job-related stress.”



Benefits of Counseling

- Improved communication and interpersonal skills
- Greater self-acceptance and self-esteem
- Ability to change self-defeating behaviors/habits
- Better expression and management of emotions, including anger
- Relief from depression, anxiety or other mental health conditions

Benefits of Counseling

- Increased confidence and decision-making skills
- Ability to manage stress effectively
- Improved problem-solving and conflict resolution abilities
- Greater sense of self and purpose
- Recognition of distorted thinking

Meet Your Virtual Counselor



AYONNA D. JOHNSON, LPC
Counseling for 10+ years

Experience working with:

Pre-teen
Adults
Couples
Military
Military Families
Community Leaders
Trauma
Anxiety
Depression

We are all individuals who experience stress differently. We become so accustomed to ignoring our stress until it becomes more than we can bare. WE work together to find the answer to your wellness because we all desire to live well!

Your wellness is important!



We all go through life's challenges, changes, chaos, confusion and conflicts. In those moments, sometimes we just need to speak to a non-judgemental person to help us navigate our way through.

Let's work together to get to a better place of wellness. Your "better you" begins with a call or email. Let's start today!!!

Rev. Ayonna Johnson, LPC
254-307-1983



wellness.seedscounseling@gmail.com



City of Killeen

Staff Report

File Number: DS-23-037

Fire Department Update on the 2021 Master Plan



FIRE DEPARTMENT 2021 MASTER PLAN UPDATE

Background

2

- A Fire Department Master Plan was completed in 2021 and presented to city council that same year.
- The Master Plan is a comprehensive document that provided an extremely in-depth analysis of the Killeen Fire Department.
- The document is a five to ten year plan that produced a number of short, mid, and long term strategies that the department needed to implement.
- This is an update to share the strategies that have been accomplished and those that still remain.

Recommended Short-Term Strategies

3

- Create a KFD Strategic Plan, spanning a three-to-five-year period as a follow-up to this Master Plan.
- Deliver performance evaluation training to officers. **COMPLETE**
- Create Driver/Engineer positions.
- Add an engine to structure fire initial assignments. **COMPLETE**

Recommended Short-Term Strategies

4

- Review and revise EMS response modes.
- Identify a short-term suitable storage, vehicle, and equipment repair site and move out of the Support Services Building.

COMPLETE

- Require use of the station point capture vehicle exhaust systems, and install these systems in all stations and support facilities that maintain apparatus.
- Improve station workplace safety. **ONGOING**

Recommended Short-Term Strategies

5

- ❑ Secure personnel records. **COMPLETE**
- ❑ Establish maximum consecutive hours worked policy. **COMPLETE**
- ❑ Continue with plans to add Medic 22. **COMPLETE**
- ❑ Establish local response performance criteria in accordance with NFPA 1710: Standard for the Organization and Deployment of Fire Suppression Operations, Medical Operations, and Special Operations to effectively and efficiently meet the current and future needs of the community. 27

Recommended Mid-Term Strategies

6

- Seek Ground Emergency Medical Transport (GEMT) subsidy funding. **IN PROGRESS**
- Create and implement a commercial occupancy life safety inspection program and a pre-incident planning program, and add personnel to the Fire Prevention Division. **IN PROGRESS**
- Bolster the Department's Public Education Program. **IN PROGRESS**
- Incorporate Assessment Center components in promotional testing.

Recommended Mid-Term Strategies

7

- Require Emergency Vehicle Technician (EVT) certifications for City mechanics who maintain fire apparatus and ambulances. **IN PROGRESS**
- Upgrade the Training Captain to a Chief Officer rank. **COMPLETE**
- Establish specific policies and procedures for the various technical rescue disciplines. **IN PROGRESS**
- Survey the security risk at the fire stations and increase station/facility security. **IN PROGRESS**

Recommended Mid-Term Strategies

8

- Leverage Social Media Platforms and improve the KFD web pages. **IN PROGRESS**
- Evaluate employee turnover. **CONSTANT**
- Create a targeted Anti-Arson Prevention program.

Recommended Long-Term Strategies

9

- Build and staff a new fire station in the south-central Killeen city area. **IN PROGRESS**
- Increase outdoor siren coverage in the south areas of the City.
- Explore the feasibility of implementing a Community Paramedic Program. **IN PROGRESS**
- Explore ways to increase diversity in the KFD. **CONSTANT**

Summary

10

- Total Strategies – 27
- Completed or Constant – 10
- In Progress – 9
- Remaining Strategies to be Addressed – 8



City of Killeen

Staff Report

File Number: MN-23-006

1	City Council Workshop	03/21/2023	Reviewed and Referred	City Council	03/28/2023
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Consider Minutes of Regular City Council Meeting of February 28, 2023.

City of Killeen
City Council Meeting
Killeen City Hall
February 28, 2023 at 5:00 p.m.

Presiding: Mayor Debbie Nash-King

Attending: Mayor Protem Ken Wilkerson (via Zoom), 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 Montes.

Mayor Nash-King gave the invocation. Councilmember Cobb led everyone in the Pledge of Allegiance.

Approval of Agenda

Motion was made by Councilmember Adams to approve the agenda. Motion was seconded by Councilmember Boyd. The motion carried unanimously (7-0).

Citizen Comments

Mellisa Brown spoke regarding RS-23-040, RS-23-041, RS-23-042, RS-23-043, and RS-23-045.

Jack Ralston spoke regarding RS-23-038, RS-23-043, and RS-23-045.

Anca Neagu spoke regarding OR-23-004.

Consent Agenda

MN-23-004 Consider Minutes of Regular City Council Meeting of January 24, 2023.

RS-23-035 Consider a memorandum/resolution authorizing an Interlocal Agreement with the Central Texas Council of Governments (CTCOG) for a household Hazardous Waste (HHW) event.

RS-23-036 Consider a memorandum/resolution approving an election services contract with Bell County.

RS-23-037 Consider a memorandum/resolution awarding Bid #23-26 KFD Firefighting/Lifesaving Equipment #22.05 to Stryker Sales, LLC, in the amount of \$160,108.44.

RS-23-039 Consider a memorandum/resolution approving a Professional Services Agreement with

Garver, LLC, for the construction, administration, and oversight of a corporate hangar at the Killeen Fort Hood Regional Airport, in the amount of \$304,000.

- RS-23-040** Consider a memorandum/resolution accepting the Phase I self-evaluation site assessment report for ADA compliance as required by the Settlement Agreement with the Department of Justice.

Motion was made by Councilmember Segarra to approve the Consent Agenda, removing RS-23-042. Motion was seconded by Councilmember Gonzalez.

Councilmember Adams made an amendment to the motion to remove RS-23-038, RS-23-041, RS-23-043, and OR-23-004 from the Consent Agenda. Motion was seconded by Councilmember Gonzalez. The amended motion carried 6-1, with Councilmember Segarra in opposition. The original motion carried unanimously (7-0).

Resolutions

- RS-23-038** Consider a memorandum/resolution awarding Bid Number 23-06 for construction of the Corporate Hangar II project to Native American Services Corporation, in the amount of \$5,335,019.32.

Staff Comments: Mike Wilson, Executive Director of Aviation

This item was presented to City Council during their February 21, 2023 Workshop meeting. Mr. Wilson was available to provide additional information and to answer questions.

Motion was made by Councilmember Adams to approve RS-23-038. Motion was seconded by Mayor Protem Wilkerson. Motion carried unanimously (7-0).

- RS-23-041** Consider a memorandum/resolution approving a Professional Services Agreement with CP&Y Meeting the Challenge, for Phase II of the Americans with Disabilities assessment of all public rights of ways, in the amount of \$1,204,293.

Staff Comments: Leslie Hinkle, Executive Director of Community Development

This item was presented to City Council during their February 21, 2023 Workshop meeting. Ms. Hinkle was available to provide additional information and to answer questions.

Motion was made by Councilmember Adams to approve RS-23-041. Motion was seconded by Councilmember Alvarez. Motion carried unanimously (7-0).

- 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

This item was presented to City Council during their February 21, 2023 Workshop meeting. Mr. Cagle was available to provide additional information and to answer questions.

Motion was made by Councilmember Adams to table RS-23-042 until the April 4, 2023 City Council Workshop. Motion was seconded by Councilmember Cobb.

Councilmember Boyd made an amendment to the motion directing the City Manager's Office to develop a preliminary needs assessment in relation to a new city hall building and municipal court annex to present to City Council by the proposed April 4, 2023 City Council Workshop. Motion was seconded by Councilmember Adams.

Councilmember Segarra motioned a call the vote. Motion to call the vote was seconded by Councilmember Adams. Motion to call the vote carried unanimously (7-0). The amended motion carried 5-2, with Councilmembers Alvarez and Segarra in opposition. The original motion carried 6-1, with Councilmember Alvarez in opposition.

Motion was made by Councilmember Boyd directing staff to coordinate field workshops for City Council to visit three to five recently constructed municipal buildings to explore building layouts, to research the benefits of consolidating staff departments, and to discuss and determine the appropriate approach to present to the citizens of Killeen for consideration. Motion was seconded by Councilmember Cobb.

Councilmember Adams motioned a call the vote. Motion to call the vote was seconded by Councilmember Segarra. Motion to call the vote carried 5-2, with Councilmembers Alvarez and Segarra in opposition. The original motion carried 5-2, with Councilmembers Alvarez and Segarra in opposition.

RS-23-043 Consider a memorandum/resolution authorizing a Memorandum of Intent with Rehab Warriors, PBC to support a workforce development program for veterans.

Staff Comments: Danielle Singh, Assistant City Manager

This item was presented to City Council during their February 21, 2023 Workshop meeting. Ms. Singh was available to provide additional information and to answer questions.

Motion was made by Councilmember Adams to deny RS-23-043. Motion was seconded by Councilmember Boyd. Motion carried 5-2, with Councilmembers Alvarez and Segarra in opposition.

Ordinances

OR-23-004 Consider an ordinance amending the Code of Ordinances Chapter 6 Animals, adopting backyard chicken regulations and amending miniature swine regulations.

The City Secretary read the caption of the ordinance:

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

Staff Comments: Danielle Singh, Assistant City Manager

This item was presented to City Council during their February 21, 2023 Workshop meeting. Ms. Singh was available to provide additional information and to answer questions.

Motion was made by Councilmember Adams to approve OR-23-004, amending the number of chickens from twelve (12) to eight (8). Motion was seconded by Councilmember Alvarez. Motion carried 6-1, with Mayor Protem Wilkerson in opposition.

Resolutions

RS-23-045 Consider a memorandum/resolution approving a settlement agreement with Spectrum Gulf Coast, LLC, regarding payment of franchise fees.

At 6:23 p.m., Mayor Nash-King called for City Council to recess the meeting into Executive Session.

Per V.T.C.A., At 6:36 p.m., Mayor Nash-King reconvened the City Council meeting into Regular Session.

Councilmember Alvarez left the meeting at 6:36 p.m.

Motion was made by Councilmember Adams to approve RS-23-045. Motion was seconded by Councilmember Boyd. Motion carried unanimously (6-0).

Public Hearings

PH-23-010 HOLD a public hearing on the Substantial Amendment to the Annual Action Plans for Program years 2018, 2019, 2020, and 2021 to provide new construction of affordable rental housing.

Staff Comments: Leslie Hinkle, Executive Director of Community Development

This item was presented to City Council during their February 21, 2023 Workshop meeting. Ms. Hinkle was available to provide additional information and to answer questions.

Mayor Nash-King opened the public hearing.

Mellisa Brown spoke in opposition.

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

Motion was made by Councilmember Segarra to approve PH-23-010. Motion was seconded by Councilmember Gonzalez. Motion carried unanimously (6-0).

PH-23-011 HOLD a public hearing and consider an ordinance requested by Tanner Brandt on behalf of PAW Holdings of Texas, LLC (Case #Z22-57) to rezone approximately 0.34 acres out of the W. H. Cole Survey, Abstract No. 201 from "R-1" (Single Family Residential District) to "B-3" (Local Business District). The properties are locally

addressed as 2650 and 2652 Trimmier 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 APPROXIMATELY 0.34 ACRES BEING W H COLE SURVEY, ABSTRACT NO. 201, FROM "R-1" (SINGLE-FAMILY RESIDENTIAL DISTRICT) TO "B-3" (LOCAL BUSINESS DISTRICT), PROVIDING A SAVINGS CLAUSE; PROVIDING FOR THE REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR AN EFFECTIVE DATE.

Staff Comments: Edwin Revell, Executive Director of Planning and Development Services

This item was presented to City Council during their February 21, 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 Councilmember Segarra to approve PH-23-011. Motion was seconded by Councilmember Adams. Motion carried unanimously (6-0).

PH-23-012

HOLD a public hearing and consider an ordinance requested by Cornelius Rogers on behalf of StarPointe Realty Partners I, LLC (Case#Z22-58) to rezone approximately 3.0 acres, being Lot 1, Block 1 Vandyke Addition, from "R-1" (Single Family Residential District) to "B-3" (Local Business District). The property is locally addressed as 6300 S. Fort Hood St. Killeen, Texas.

The City Secretary read the caption of the ordinance.

AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF KILLEEN BY CHANGING THE ZONING OF APPROXIMATELY 3.0 ACRES BEING BLOCK 1, LOT 1, VANDYKE ADDITION, FROM "R-1" (SINGLE FAMILY RESIDENTIAL DISTRICT) TO "B-3" (LOCAL BUSINESS DISTRICT), PROVIDING A SAVINGS CLAUSE; PROVIDING FOR THE REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR AN EFFECTIVE DATE.

Staff Comments: Edwin Revell, Executive Director of Planning and Development Services

This item was presented to City Council during their February 21, 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 Councilmember Segarra to approve PH-23-012. Motion was seconded by

Councilmember Gonzalez. Motion carried unanimously (6-0).

PH-23-013 HOLD a public hearing and consider an ordinance amending the FY 2023 Annual Budget of the City of Killeen to adjust revenue and expense 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 EXPENSE 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, Director of Budget

This item was presented to City Council during their February 21, 2023 Workshop meeting. Ms. Drake was available to provide additional information and to answer questions.

Mayor Nash-King opened the public hearing.

Mellisa Brown spoke in opposition.

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

Motion was made by Councilmember Segarra to approve PH-23-013. Motion was seconded by Councilmember Adams. Motion carried unanimously (6-0).

Discussion Items

DS-23-019 Policy Naming/Renaming of City Facilities & Name Changes/Renaming of City Streets

Staff Comments: Leslie Hinkle, Executive Director of Community Development

Ms. Hinkle presented the draft Policy to City Council for consideration.

Motion of direction was made by Councilmember Boyd to adjust Division 6, Subsection C, #13 to state, "the City reserves the right to change the name to maintain consistency with these policies and grandfather existing facility names." Motion was seconded by Councilmember Gonzalez. The motion carried unanimously (5-0).

Motion of direction was made by Councilmember Boyd to further adjust Division 6, Subsection C under New Facilities to adjust the wording to, "at least 90 days prior to the opening of a new facility, the City Council has priority to propose a name to the City Manager for consideration." Motion was seconded by Councilmember Adams. The motion carried 4-1, with Councilmember Gonzalez in opposition.

Adjournment

With no further business, upon motion being made by Councilmember Segarra, seconded by Councilmember Adams, and unanimously approved, the meeting was adjourned at 7:02 p.m.



City of Killeen

Staff Report

File Number: RS-23-056

1	City Council Workshop	03/21/2023	Reviewed and Referred	City Council	03/28/2023
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Consider a memorandum/resolution authorizing Municipal Court software annual maintenance agreement with Tyler Technologies, Inc., in the amount of \$70,518.84.

DATE: March 21, 2023

TO: Kent Cagle, City Manager

FROM: Willie Resto, Executive Director of Information Technology

SUBJECT: Municipal Court Software Annual Maintenance Agreement Renewal

BACKGROUND AND FINDINGS:

The Tyler Technologies Incode court case management software is used for Municipal Court case management functions. The current system allows for automated document indexing, review of multiple documents, removal of closed cases from the electronic database, and automated email correspondence. The Police Department also uses this system to clear warrants and interface with electronic ticket writers. This system is critical to the functioning of the Municipal Court.

The contract provides for annual software support and maintenance of the INCODE court case management system. Each year the software maintenance comes up for renewal allowing the City staff to obtain patches, implement application enhancements, receive technical support assistance as well as keeping the licensing current. The software support and maintenance agreement are only available from Tyler Technologies, Inc.; therefore, the purchase is exempt from the competitive bidding statutes in accordance with the Texas Local Government Code, Section 252.022(a) 7 as sole-source procurement. The current agreement expires on March 31, 2023.

THE ALTERNATIVES CONSIDERED:

1. Do not authorize the maintenance agreement which will pose significant risks and exposes the City to irreparable consequences both operationally and publicly should the system fail. Technical assistance for any of the enterprise applications would not be immediately available for resolution should the City need it.
2. Authorize the renewal of the Software Maintenance Agreement with Tyler Technologies, Inc.

Which alternative is recommended? Why?

Staff recommends alternative 2; authorize the renewal of the Software Maintenance Agreement with Tyler Technologies, Inc.

CONFORMITY TO CITY POLICY:

Purchases made through a sole source are exempt from the competitive bidding process as stated in Texas Local Government Code section 252.022(a)(7)(A), a local government that purchases

goods or services under this subchapter satisfies any state law requiring the local government to see competitive bids for purchases of the goods or services.

FINANCIAL IMPACT:

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

The software annual maintenance agreement for fiscal year 2023 will cost \$70,518.84. Future year projections are expected to exceed \$50,000.

Is this a one-time or recurring expenditure?

This is a recurring expenditure.

Is this expenditure budgeted?

Yes, funds are available in the Information Technology Internal Service Fund account 627-2705-419.42-43.

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 City Council approve the maintenance agreement renewal from Tyler Technologies in the amount of \$70,518.84 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

ATTACHED SUPPORTING DOCUMENTS:

Quote
Sole Source
Presentation



Contract Verification

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

- Texas Government Code, Chapter 2271 – the company must verify that it does not boycott Israel and will not boycott Israel during the term of the contract. *Boycott Israel is defined in Government Code Chapter 808.*
- Texas Government Code, Chapter 2274 – the company must verify that it does not 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.

Rob Kennedy-Jensen
Signature

Rob Kennedy-Jensen
Printed Name

February 23, 2023
Date

Tyler Technologies, Inc.
Company Name

Group General Counsel
Title



Remittance
 Tyler Technologies, Inc.
 (FEIN 75-2303920)
 P.O. Box 203556
 Dallas, TX 75320-3556

THIS IS NOT AN INVOICE PROFORMA

Empowering people who serve the public®

Company	Order No.	Date	Page
025	175211	12/23/2022	1 of 3

Questions

Tyler Technologies - Local Government
 Phone: 1-800-772-2260 Press 2, then 2
 Fax: 1-866-673-3274
 Email: ar@tylertech.com

To: CITY OF KILLEEN
 INFORMATION TECHNOLOGY
 P.O. BOX 1329
 KILLEEN, TX 76540-1329
 United States

Ship To: CITY OF KILLEEN
 INFORMATION TECHNOLOGY
 P.O. BOX 1329
 KILLEEN, TX 76540-1329
 United States

Customer Grp/No.	Customer PO#	Payment Terms	Currency Code	Ship Via	Salesperson Cd
1	49443	Net 30	USD	ELEC	

No. Item/ Description/ Comments	Drop Ship	# Users	Quantity	U/M	Unit Price	Disc %	Total Cost
Contract No.: Killeen, TX							
1 Renewal: Incode Court Case Management Suite Maintenance: Start: 04/01/2023, End: 03/31/2024; Term: 12 months	No	1	1	EA	60,093.15	.00	60,093.15
2 Renewal: Incode Content/Document Management Suite - Maintenance Maintenance: Start: 04/01/2023, End: 03/31/2024; Term: 12 months	No	1	1	EA	8,396.91	.00	8,396.91
3 Renewal: System Software - Maintenance Maintenance: Start: 04/01/2023, End: 03/31/2024; Term: 12 months	No	1	1	EA	2,028.78	.00	2,028.78
4 Renewal: Secure Signatures - Maintenance Maintenance: Start: 04/01/2023, End: 03/31/2024; Term: 12 months	No	1	1	EA	0.00	.00	0.00
5 Renewal: Output Director - Existing Customers -Maintenance Maintenance: Start: 04/01/2023, End: 03/31/2024; Term: 12 months	No	1	1	EA	0.00	.00	0.00
6 Renewal: Tyler Content Manager Standard Edition -TCM SE - Maintenance Maintenance: Start: 04/01/2023, End: 03/31/2024; Term: 12 months	No	1	1	EA	0.00	.00	0.00
7 Renewal: Jury Data Import (Generic Interface) - Maintenance Maintenance: Start: 04/01/2023, End: 03/31/2024; Term: 12 months	No	1	1	EA	0.00	.00	0.00
8 Renewal: Collection Agency Export Interface - Maintenance Maintenance: Start: 04/01/2023, End: 03/31/2024; Term: 12 months	No	1	1	EA	0.00	.00	0.00



Remittance
 Tyler Technologies, Inc.
 (FEIN 75-2303920)
 P.O. Box 203556
 Dallas, TX 75320-3556

THIS IS NOT AN INVOICE PROFORMA

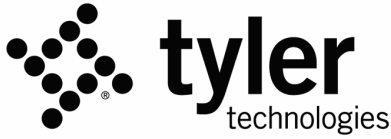
Company	Order No.	Date	Page
025	175211	12/23/2022	2 of 3

Empowering people who serve the public®

Questions

Tyler Technologies - Local Government
 Phone: 1-800-772-2260 Press 2, then 2
 Fax: 1-866-673-3274
 Email: ar@tylertech.com

No. Item/ Description/ Comments	Drop Ship	# Users	Quantity	U/M	Unit Price	Disc %	Total Cost
9 Renewal: Caseless Warrant Program - Maintenance Maintenance: Start: 04/01/2023, End: 03/31/2024; Term: 12 months :	No	1	1	EA	0.00	.00	0.00
10 Renewal: Centralized Cash Collections - Maintenance Maintenance: Start: 04/01/2023, End: 03/31/2024; Term: 12 months :	No	1	1	EA	0.00	.00	0.00
11 Renewal: Criminal Court Case Management - Maintenance Maintenance: Start: 04/01/2023, End: 03/31/2024; Term: 12 months :	No	1	1	EA	0.00	.00	0.00
12 Renewal: Officer Email Notification (Generic Interface) - Maintenance Maintenance: Start: 04/01/2023, End: 03/31/2024; Term: 12 months :	No	1	1	EA	0.00	.00	0.00
13 Renewal: Court Incode Web Services/ API - Maintenance Maintenance: Start: 04/01/2023, End: 03/31/2024; Term: 12 months :	No	1	1	EA	0.00	.00	0.00
14 Renewal: Citation Issuing Device Interface - Maintenance Maintenance: Start: 04/01/2023, End: 03/31/2024; Term: 12 months :	No	1	1	EA	0.00	.00	0.00
15 Renewal: Incode Scheduling - Maintenance Maintenance: Start: 04/01/2023, End: 03/31/2024; Term: 12 months :	No	1	1	EA	0.00	.00	0.00
16 Renewal: GIS/ Street Index Import - Maintenance Maintenance: Start: 04/01/2023, End: 03/31/2024; Term: 12 months :	No	1	1	EA	0.00	.00	0.00
17 Renewal: General Ledger (non-Incode) Interface - Maintenance Maintenance: Start: 04/01/2023, End: 03/31/2024; Term: 12 months :	No	1	1	EA	0.00	.00	0.00
18 Renewal:	No	1	1	EA	0.00	.00	0.00



Remittance
 Tyler Technologies, Inc.
 (FEIN 75-2303920)
 P.O. Box 203556
 Dallas, TX 75320-3556

**THIS IS NOT AN INVOICE
 PROFORMA**

Company	Order No.	Date	Page
025	175211	12/23/2022	3 of 3

Empowering people who serve the public®

Questions
 Tyler Technologies - Local Government
 Phone: 1-800-772-2260 Press 2, then 2
 Fax: 1-866-673-3274
 Email: ar@tylertech.com

No. Item/ Description/ Comments	Drop Ship	# Users	Quantity	U/M	Unit Price	Disc %	Total Cost
Refund Process Interface to H.T.E - Maintenance							
Maintenance: Start: 04/01/2023, End: 03/31/2024; Term: 12 months							
:							
19 Renewal: Court Case Resolution Bundle	No	1	1	EA	0.00	.00	0.00
Maintenance Plan: ; Start: 04/01/2023, End: 03/31/2024; Term: 12 months							

Does not include any applicable taxes

Order Total: 70,518.84

Comments: **Upon acceptance please email your purchase order to PO@tylertech.com**



Sole/Single Source Form

Complete one form for each sole/single source expenditure as it applies and attach a sole source letter from the vendor. All forms are valid for one (1) year from approval date unless specified by Purchasing below. Request \$50,000 and greater will be routed to all signature parties and requires City Council approval prior to the purchase.

Return completed forms to Purchasing at Purchasing@killeentexas.gov.

Department/Division: Information Technology Requestor Name: Helen Crathers

Vendor Name: Tyler Technologies Cost: \$ 70,518.84 Date: 03/07/2023

Check each box that applies to your sole/single source purchase:

- Items available from only one source because of patents, copyrights, secret processes, or natural monopolies. Films, manuscripts, or books.
- Gas, water, or other utility services (Letter from vendor not required)
- Captive replacement parts or components for equipment.
- Books, papers, and other library materials for a public library available only from the persons holding exclusive distribution rights to the materials.
- Management services provided by a non-profit organization to a municipal museum, park, zoo, or other facility to which the organization has provided significant financial or other benefits.
- Annual maintenance for software and equipment the City already owns.
- Single source because of standardization, warranty, or other factors.
- Other _____

Describe in detail the product and/or service to be procured and how they meet your needs.

Tyler Technologies is the manufacturer of the City of Killeen's Municipal Court software Incode. Tyler Technologies is the only company that can provide technical support, updates, and licenses for the software Incode.

Department/Division Head Signature: 

Purchasing division justification:


Tyler Technologies Inc. is the sole source for the development, licensing, implementation, maintenance and support of the Incode software.


Director of Procurement Signature: Lorianne Luciano Digitally signed by Lorianne Luciano
Date: 2023.03.14 16:44:02 -05'00'


Approved Disapproved

Expiration Date: _____

The approvals on the following page are required for expenditures \$50,000 and greater:

Executive Director of Finance Signature:  Digitally signed by Miranda Drake
Date: 2023.03.14 20:09:10 -05'00' Approved Disapproved
Comments:

City Attorney Signature: **Holli Clements**  Digitally signed by Holli Clements
Date: 2023.03.15 08:37:02 -05'00' Approved Disapproved
Comments:

City Manager Signature: **Danielle Singh**  Digitally signed by Danielle Singh
Date: 2023.03.15 09:27:47 -05'00' Approved Disapproved
Comments:



MUNICIPAL COURT SOFTWARE MAINTENANCE AGREEMENT RENEWAL

RS-23-056

March 21, 2023

Background

2

- The Court purchased specialized software from Tyler Technologies in 2014; which included a maintenance agreement
- This agreement renews automatically unless terminated by either party prior to the end of the current term
- The maintenance agreement includes such benefits as unlimited help desk assistance, system upgrades at no additional costs, automatic updates to address bugs/fixes, and system

Background continued

3

- The software support and maintenance agreement are only available from Tyler Technologies, Inc.; therefore, the purchase is exempt from the competitive bidding statutes in accordance with the Texas Local Government Code, Section 252.022(a) 7 as sole-source procurement. Contract term: April 1, 2023 - March 31, 2024
- Estimated expenses are not to exceed \$ 70,518.34

Alternatives

4

- Do not authorize the renewal of the software maintenance contract which will pose significant risks and exposes the City to irreparable consequences should the system fail
- Authorize the anticipated in the amount of \$70,518.34 of software renewal contract with Tyler Technology a sole source provider

Recommendation

5

- Staff recommends that the City Manager or his designee be authorized to execute the renewal of the software maintenance agreement with Tyler Technologies, Inc., in the amount of \$70,518.84



City of Killeen

Staff Report

File Number: RS-23-057

1	City Council Workshop	03/21/2023	Reviewed and Referred	City Council	03/28/2023
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Consider a memorandum/resolution ratifying the Letter of Agreement with TRSI, LLC dba Target Solutions for repairs to 1 Santa Fe Plaza, Killeen Texas due to a structure fire that occurred on December 6, 2022, in the amount of \$87,891.17.

DATE: March 21, 2023

TO: Kent Cagle, City Manager

FROM: Leslie Hinkle, Executive Director of Community Development

SUBJECT: Emergency Repairs related to 1 Santa Fe Plaza, Killeen Texas

BACKGROUND AND FINDINGS:

On December 6, 2022, there was a fire at 1 Santa Fe Plaza. The building is occupied by the Greater Killeen Chamber of Commerce and the building is a city asset. There was damage to the interior and the exterior of the historic structure (Santa Fe Railroad Depot). The City Manager authorized emergency repairs to take place effective December 7, 2022. The City's insurance carrier (TML) authorized and approved the scope of work to begin on the interior and that work has been completed. TML insurance approved the scope of work on the exterior of the building to also be completed. This work is under a separate scope since most of the exterior work that is required to be done in order to restore the historic features of the building.

TRSI, LLC dba Target Solutions has been contracted to perform the exterior work on the building and TML has approved the work to be completed. Target Solutions started the work in early February 2023 and the work is expected to take up to 120 days due to availability of building products that need to be milled and reproduced. TML has authorized the work to be completed in the amount of \$87,891.17. City will receive insurance proceeds in this amount minus the city's \$10,000 deductible.

THE ALTERNATIVES CONSIDERED:

1. Do not approve the ratification of Letter of Agreement for expenditures with Target Solutions for the emergency repairs to the building at 1 Santa Fe Plaza (Chamber of Commerce).
2. Approve the ratification of Letter of Agreement for expenditures with Target Solutions for the emergency repairs to the building at 1 Santa Fe Plaza (Chamber of Commerce).

Which alternative is recommended? Why?

Approve the ratification of the Letter of Agreement for expenditures with Target Solutions for the emergency repairs to the building at 1 Santa Fe Plaza (Chamber of Commerce) so the repairs can be completed as quickly as possible to restore the integrity of the historic structure.

CONFORMITY TO CITY POLICY:

Yes, Target Solutions is on the TIPPS purchasing cooperative contract. Purchases made through a cooperative contract are exempt from the competitive bidding process as stated in the Texas Local Government Code 9 TLGC) section 271.102, subchapter F, a local government that purchases goods or services under this subchapter satisfies any state law requiring the local government to seek competitive bids for the purchase of goods or services.

FINANCIAL IMPACT:

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

The estimated expenditure for FY 2023 is \$87,891.17.

Is this a one-time or recurring expenditure?

One-time

Is this expenditure budgeted?

Yes, claims and damages are budgeted in each fund with offsetting insurance proceeds. Funds are available in the General Fund Non-Departmental account 010-9501-491.44-85.

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 ratify the Letter of Agreement with Target Solutions to complete the emergency repairs to 1 Santa Fe Plaza due to structural fire damage on December 6, 2022, in the amount of \$87,891.17.

DEPARTMENTAL CLEARANCES:

Purchasing
Finance
Legal

ATTACHED SUPPORTING DOCUMENTS:

Letter of Agreement
Certificate of Interested Parties
Presentation

LETTER OF AGREEMENT

This is a Letter of Agreement (“Agreement”) between the City of Killeen (referred to herein as “City”) and TRSI, LLC dba Target Solutions (referred to herein as “Contractor”), collectively the “Parties”. This Agreement is made this 9th day of February 2023.

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

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

Initiate attached scope of work for rebuild of Chamber of Commerce building Located at 1 Santa Fe Plaza Drive, Killeen, Texas 76541

(the “Project”).

Term of Agreement. This Agreement shall commence on the 9th day of February 2023 and provided all custom work in accordance with the attached Scope of Work are completed, terminate 120 calendar days after commencement of work on the Project.

Consideration. Contractor agrees to provide the services stated above:

_____ at the rate of \$ _____ per hour; or
x for the lump sum payment not to exceed \$87,891.17 _____.

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

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

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

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

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

On all policies, except Worker's Compensation, 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 may not be transferred or assigned without the prior written approval of City. Any assignments shall be void and of no effect. City acknowledges and agrees that the engagement of subcontractors by Contractor shall not be deemed an assignment, in whole or in part.

Indemnification. To the fullest extent permitted by law, City or Contractor ("Indemnitor"), as applicable, shall indemnify and hold harmless the other party, and the other party's officers, directors, partners and employees (collectively "Indemnitees") 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 Indemnitor 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 thirty (30) days upon receipt of written notice declaring the same and Contractor shall be compensated for all work completed through the effective date of termination 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.

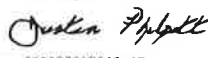
SIGNED, ACCEPTED AND AGREED TO this 9th day of February, 2023, by the undersigned Parties who acknowledge that they have read and understand this Agreement and that the Agreement is issued in accordance with local, State, and Federal laws, and the undersigned Parties hereby execute this legal document voluntarily and of their own free will.

City



lkh
Kent Cagle
City Manager
City of Killeen

Contractor

DocuSigned by:


5E268762B88541D
Printed: Justin Philpott
Title: COO



6900 N State Hwy 6
Waco, TX 76712
877-741-9026

Client: Chamber Bldg
Property: 1 Santa Fe Plaza Dr
Killeen , TX 76541

Operator: ROCKE

Estimator: Rockey Diserens
Position: Senior Estimator
Company: Target Restoration Services
Business: 6900 N State Hwy 6
Waco , TX 76712

Business: (254) 229-6334
E-mail: rocky@targetllc.com

Reference:
Company: Target Solutions LLC
Business: 6900 N HWY 6
Waco TX. 76712

Business: (877) 741-9026

Type of Estimate:

Date Entered: 12/13/2022

Date Assigned:

Price List: TXBT8X_DEC22

Labor Efficiency: Restoration/Service/Remodel

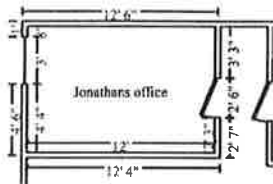
Estimate: 2022-12-13-1317-2-1



6900 N State Hwy 6
 Waco, TX 76712
 877-741-9026

2022-12-13-1317-2-1

Main Level

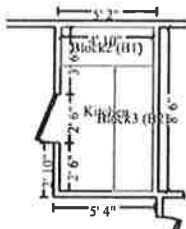


Jonathans office

Height: 8'

320.00 SF Walls	96.00 SF Ceiling
416.00 SF Walls & Ceiling	96.00 SF Floor
10.67 SY Flooring	40.00 LF Floor Perimeter
40.00 LF Ceil. Perimeter	

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
=====CEILING=====						
1. R&R Suspended ceiling tile - 2' x 4'	96.00 SF	0.19	2.06	0.00	43.20	259.20
=====FLOORING=====						
2. R&R Glue down carpet	110.40 SF	0.61	2.23	0.00	62.70	376.23
3. Floor prep (scrape rubber back residue)	96.00 SF	0.00	0.52	0.00	9.98	59.90
Totals: Jonathans office				0.00	115.88	695.33



Kitchen

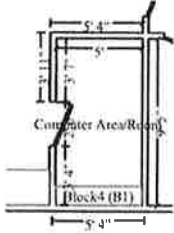
Height: 8'

161.33 SF Walls	41.08 SF Ceiling
202.42 SF Walls & Ceiling	18.42 SF Floor
2.05 SY Flooring	26.67 LF Floor Perimeter
26.67 LF Ceil. Perimeter	

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
=====CEILING=====						
4. R&R Suspended ceiling tile - 2' x 4'	41.08 SF	0.19	2.06	0.00	18.48	110.91
Totals: Kitchen				0.00	18.48	110.91



6900 N State Hwy 6
Waco, TX 76712
877-741-9026



Computer Area/Room

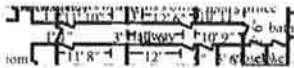
Height: 8'

209.17 SF Walls	47.08 SF Ceiling
256.25 SF Walls & Ceiling	47.08 SF Floor
5.23 SY Flooring	28.83 LF Floor Perimeter
28.83 LF Ceil. Perimeter	

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
====CEILING====						
5. R&R Suspended ceiling tile - 2' x 4'	47.08 SF	0.19	2.06	0.00	21.20	127.13
Totals: Computer Area/Room				0.00	21.20	127.13

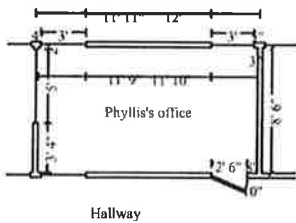
Hallway

Height: 8'



729.33 SF Walls	181.82 SF Ceiling
911.15 SF Walls & Ceiling	181.82 SF Floor
20.20 SY Flooring	91.17 LF Floor Perimeter
91.17 LF Ceil. Perimeter	

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
====FLOORING====						
6. R&R Glue down carpet carpet runs continuous from affected areas	209.09 SF	0.61	2.23	0.00	118.76	712.57
7. Floor prep (scrape rubber back residue)	181.82 SF	0.00	0.52	0.00	18.92	113.47
Totals: Hallway				0.00	137.68	826.04



Phyllis's office

Height: 8'

376.00 SF Walls	127.50 SF Ceiling
503.50 SF Walls & Ceiling	127.50 SF Floor
14.17 SY Flooring	47.00 LF Floor Perimeter
47.00 LF Ceil. Perimeter	

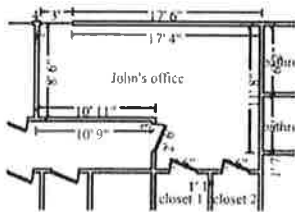
DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
====CEILING====						



6900 N State Hwy 6
Waco, TX 76712
877-741-9026

CONTINUED - Phyllis's office

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
8. R&R Suspended ceiling tile - 2' x 4'	127.50 SF	0.19	2.06	0.00	57.38	344.26
=====FLOORING=====						
9. R&R Glue down carpet	146.63 SF	0.61	2.23	0.00	83.28	499.70
carpet runs continuous from affected areas						
10. Floor prep (scrape rubber back residue)	127.50 SF	0.00	0.52	0.00	13.26	79.56
Totals: Phyllis's office				0.00	153.92	923.52



John's office

Height: 8'

540.00 SF Walls	219.77 SF Ceiling
759.77 SF Walls & Ceiling	219.77 SF Floor
24.42 SY Flooring	67.50 LF Floor Perimeter
67.50 LF Ceil. Perimeter	

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
=====CEILING=====						
11. R&R Suspended ceiling tile - 2' x 4'	219.77 SF	0.19	2.06	0.00	98.90	593.39
12. R&R Glue down carpet	252.74 SF	0.61	2.23	0.00	143.56	861.34
13. Floor prep (scrape rubber back residue)	219.77 SF	0.00	0.52	0.00	22.86	137.14
Totals: John's office				0.00	265.32	1,591.87



Heathers office

Height: 8'

378.67 SF Walls	128.92 SF Ceiling
507.58 SF Walls & Ceiling	128.92 SF Floor
14.32 SY Flooring	47.33 LF Floor Perimeter
47.33 LF Ceil. Perimeter	

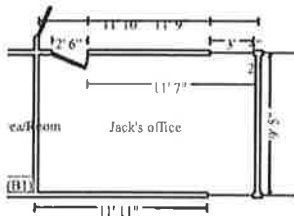
DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
=====CEILING=====						
14. R&R Suspended ceiling tile - 2' x 4'	128.92 SF	0.19	2.06	0.00	58.02	348.09



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CONTINUED - Heathers office

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
=====FLOORING=====						
15. R&R Glue down carpet	148.25 SF	0.61	2.23	0.00	84.20	505.23
carpet runs continuous from affected areas						
16. Floor prep (scrape rubber back residue)	128.92 SF	0.00	0.52	0.00	13.40	80.44
Totals: Heathers office				0.00	155.62	933.76

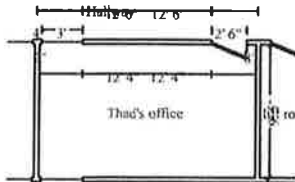


Jack's office

Height: 8'

390.67 SF Walls	141.25 SF Ceiling
531.92 SF Walls & Ceiling	141.25 SF Floor
15.69 SY Flooring	48.83 LF Floor Perimeter
48.83 LF Ceil. Perimeter	

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
=====CEILING=====						
17. R&R Suspended ceiling tile - 2' x 4'	141.25 SF	0.19	2.06	0.00	63.56	381.38
=====FLOORING=====						
18. R&R Glue down carpet	162.44 SF	0.61	2.23	0.00	92.26	553.59
19. Floor prep (scrape rubber back residue)	141.25 SF	0.00	0.52	0.00	14.70	88.15
Totals: Jack's office				0.00	170.52	1,023.12



Thad's office

Height: 8'

398.67 SF Walls	145.96 SF Ceiling
544.63 SF Walls & Ceiling	145.96 SF Floor
16.22 SY Flooring	49.83 LF Floor Perimeter
49.83 LF Ceil. Perimeter	

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
=====FLOORING=====						
20. R&R Glue down carpet	167.85 SF	0.61	2.23	0.00	95.34	572.04



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CONTINUED - Thad's office

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
21. Floor prep (scrape rubber back residue)	145.96 SF	0.00	0.52	0.00	15.18	91.08
=====CEILING=====						
22. R&R Suspended ceiling tile - 2' x 4'	145.96 SF	0.19	2.06	0.00	65.68	394.09
Totals: Thad's office				0.00	176.20	1,057.21

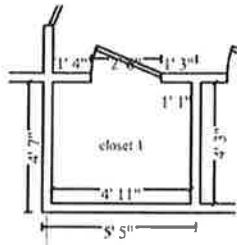


lift room

Height: 8'

217.33 SF Walls	39.24 SF Ceiling
256.57 SF Walls & Ceiling	39.24 SF Floor
4.36 SY Flooring	27.17 LF Floor Perimeter
27.17 LF Ceil. Perimeter	

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
=====CEILING=====						
23. R&R Suspended ceiling tile - 2' x 4'	39.24 SF	0.19	2.06	0.00	17.66	105.95
Totals: lift room				0.00	17.66	105.95



closet 1

Height: 8'

146.67 SF Walls	20.90 SF Ceiling
167.56 SF Walls & Ceiling	20.90 SF Floor
2.32 SY Flooring	18.33 LF Floor Perimeter
18.33 LF Ceil. Perimeter	

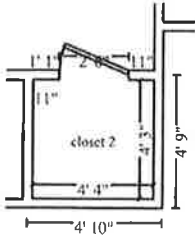
DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
=====CEILING=====						
24. R&R Suspended ceiling tile - 2' x 4'	20.90 SF	0.19	2.06	0.00	9.42	56.44
=====FLOORING=====						
25. R&R Glue down carpet	24.03 SF	0.61	2.23	0.00	13.66	81.91
26. Floor prep (scrape rubber back residue)	20.90 SF	0.00	0.52	0.00	2.18	13.05



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CONTINUED - closet 1

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
Totals: closet 1				0.00	25.26	151.40



closet 2

Height: 8'

137.33 SF Walls	18.42 SF Ceiling
155.75 SF Walls & Ceiling	18.42 SF Floor
2.05 SY Flooring	17.17 LF Floor Perimeter
17.17 LF Ceil. Perimeter	

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
CEILING						
27. R&R Suspended ceiling tile - 2' x 4'	18.42 SF	0.19	2.06	0.00	8.30	49.75
FLOORING						
28. R&R Glue down carpet	21.18 SF	0.61	2.23	0.00	12.02	72.17
29. Floor prep (scrape rubber back residue)	18.42 SF	0.00	0.52	0.00	1.92	11.50
Totals: closet 2				0.00	22.24	133.42
Total: Main Level				0.00	1,279.98	7,679.66

Exterior

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
WALLS						
30. Siding (Bid Item)	1.00 EA	0.00	7,700.00	0.00	1,540.00	9,240.00
open bid item needed to source the siding material						
31. Siding - General Laborer - per hour	80.00 HR	0.00	42.48	0.00	679.68	4,078.08
2 worker one week to install siding						
32. R&R Trim board - 1" x 6" - installed (cedar)	178.00 LF	0.39	6.06	0.00	229.62	1,377.72
33. Finish Carpenter / Trim (Bid Item)	1.00 EA	0.00	3,500.00	0.00	700.00	4,200.00
open bid item needed to source the five gussets which need to be replaced Gussets \$500 ea. Labor to install \$200 ea.						
WINDOWS						
34. Windows - Wood (Bid Item)	1.00 EA	0.00	3,680.35	0.00	736.08	4,416.43



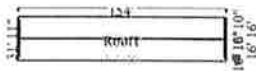
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CONTINUED - Exterior

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
Bid item needed to source the twin window and ornamental wood work						
32"x68" wood frame picture window \$1,137.97						
32"x13" wood frame picture window \$642.38						
wooden frame with steel bars \$400.00						
labor to install the three different items \$1500.00						
35. Framing & Rough Carpentry (Bid Item)	1.00 EA	0.00	1,500.00	0.00	300.00	1,800.00
labor to install the three different window items \$1500.00						
36. Seal & paint wood siding	1,188.00 SF	0.00	1.80	0.00	427.68	2,566.08
37. Seal & paint trim - two coats	178.00 LF	0.00	1.37	0.00	48.78	292.64
====ELECTRICAL=====						
38. R&R 110 volt copper wiring run, box and outlet	1.00 EA	5.18	73.62	0.00	15.76	94.56
39. R&R Exterior light fixture	1.00 EA	12.12	90.51	0.00	20.52	123.15
====EAVES/OVERHANG=====						
40. Painter - per hour	80.00 HR	0.00	64.93	0.00	1,038.88	6,233.28
needed to scrape and sand eaves at burnt areas of soffit						
41. Prime & paint exterior soffit - wood	320.00 SF	0.00	2.17	0.00	138.88	833.28
Totals: Exterior				0.00	5,875.88	35,255.22

Level 2

Roofl



5,181.04 Surface Area
375.29 Total Perimeter Length

51.81 Number of Squares
154.00 Total Ridge Length

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
42. Remove Laminated - comp. shingle rfg. - w/ felt	24.00 SQ	52.02	0.00	0.00	249.70	1,498.18
43. Laminated - comp. shingle rfg. - w/ felt	26.67 SQ	0.00	270.18	0.00	1,441.14	8,646.84
this needed to replace 2/3 of the rear area at the roof, shingles fire/heat damaged at the eve and above						
44. Drip edge	179.67 LF	0.00	2.45	0.00	88.04	528.23
45. Framing & Rough Carpentry (Bid Item)	1.00 EA	0.00	588.00	0.00	117.60	705.60



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CONTINUED - Roof1

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
this bid item needed to be able to source the approx 4'x8' area of the roof decking that needs to be replace due to the fire, material is 2" thick and 7" wide with groove. Appears to be douglas fir						
46. Carpenter - General Framer - per hour	4.00 HR	0.00	77.71	0.00	62.16	373.00
needed to install roof decking						
47. R&R Fascia - 2" x 8" - softwood - re-sawn	80.00 LF	0.32	10.54	0.00	173.76	1,042.56
need to replace fire damaged wooden fascia at affected area						
48. R&R Gutter / downspout - box - galvanized - 7" to 8"	188.00 LF	0.48	18.26	0.00	704.62	4,227.74
Totals: Roof1				0.00	2,837.02	17,022.15
Total: Level 2				0.00	2,837.02	17,022.15

Deck/Porch

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
49. R&R 2" x 8" lumber - treated (1.33 BF per LF)	495.00 LF	0.79	3.85	0.00	459.38	2,756.18
50. R&R 2" x 12" lumber - treated (2 BF per LF)	55.00 LF	1.05	6.51	0.00	83.18	498.98
51. Ornamental Iron (Bid Item)	1.00 EA	0.00	5,600.00	0.00	1,120.00	6,720.00
Need to replace 40' of steel hand rail and painting						
52. Prime & paint ornamental iron handrail, 36" to 42" high	40.00 LF	0.00	9.41	0.00	75.28	451.68
53. Clean with pressure/chemical spray	880.00 SF	0.00	0.36	0.00	63.36	380.16
Totals: Deck/Porch				0.00	1,801.20	10,807.00

General

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
54. Taxes, insurance, permits & fees (Bid Item)	1.00 EA	0.00	0.00	0.00	0.00	0.00
55. Commercial Supervision / Project Management - per hour	56.00 HR	0.00	71.39	0.00	799.56	4,797.40
56. Dumpster load - Approx. 30 yards, 5-7 tons of debris	1.00 EA	762.10	0.00	0.00	152.42	914.52
57. Clean bidet	1.00 EA	0.00	9,400.00	0.00	1,880.00	11,280.00



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CONTINUED - General

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
This to clean and encapsulate all duct and furnaces						
Totals: General				0.00	2,831.98	16,991.92

Labor Minimums Applied

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
58. Electrical labor minimum	1.00 EA	0.00	112.68	0.00	22.54	135.22
Totals: Labor Minimums Applied				0.00	22.54	135.22
Line Item Totals: 2022-12-13-1317-2-1				0.00	14,648.60	87,891.17

Grand Total Areas:

9,033.69 SF Walls	3,314.47 SF Ceiling	12,348.16 SF Walls and Ceiling
3,268.13 SF Floor	363.13 SY Flooring	1,144.71 LF Floor Perimeter
0.00 SF Long Wall	0.00 SF Short Wall	1,144.71 LF Ceil. Perimeter
3,268.13 Floor Area	3,573.54 Total Area	9,033.69 Interior Wall Area
3,698.00 Exterior Wall Area	395.05 Exterior Perimeter of Walls	
5,181.04 Surface Area	51.81 Number of Squares	375.29 Total Perimeter Length
154.00 Total Ridge Length	0.00 Total Hip Length	



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Summary

Line Item Total	73,242.57
Overhead	7,324.30
Profit	7,324.30
Replacement Cost Value	\$87,891.17
Net Claim	\$87,891.17

Rockey Diserens
Senior Estimator



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Recap of Taxes, Overhead and Profit

	Overhead (10%)	Profit (10%)	Material Sales Tax (8.25%)	Cleaning Mtl Tax (8.25%)	Cleaning Sales Tax (8.25%)	Manuf. Home Tax (5%)	Storage Rental Tax (8.25%)	Total Tax (8.25%)
Line Items	7,324.30	7,324.30	0.00	0.00	0.00	0.00	0.00	0.00
Total	7,324.30	7,324.30	0.00	0.00	0.00	0.00	0.00	0.00



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Recap by Room

Estimate: 2022-12-13-1317-2-1

Area: Main Level

Jonathans office	579.45	0.79%
Kitchen	92.43	0.13%
Computer Area/Room	105.93	0.14%
Hallway	688.36	0.94%
Phyllis's office	769.60	1.05%
John's office	1,326.55	1.81%
Heathers office	778.14	1.06%
Jack's office	852.60	1.16%
Thad's office	881.01	1.20%
lift room	88.29	0.12%
closet 1	126.14	0.17%
closet 2	111.18	0.15%

Area Subtotal: Main Level	6,399.68	8.74%
Exterior	29,379.34	40.11%

Area: Level 2

Roofl	14,185.13	19.37%
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Area Subtotal: Level 2	14,185.13	19.37%
Deck/Porch	9,005.80	12.30%
General	14,159.94	19.33%
Labor Minimums Applied	112.68	0.15%

Subtotal of Areas	73,242.57	100.00%
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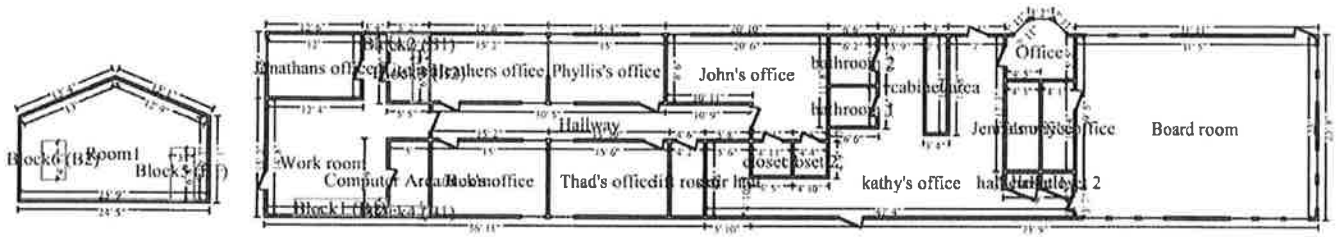
Total	73,242.57	100.00%
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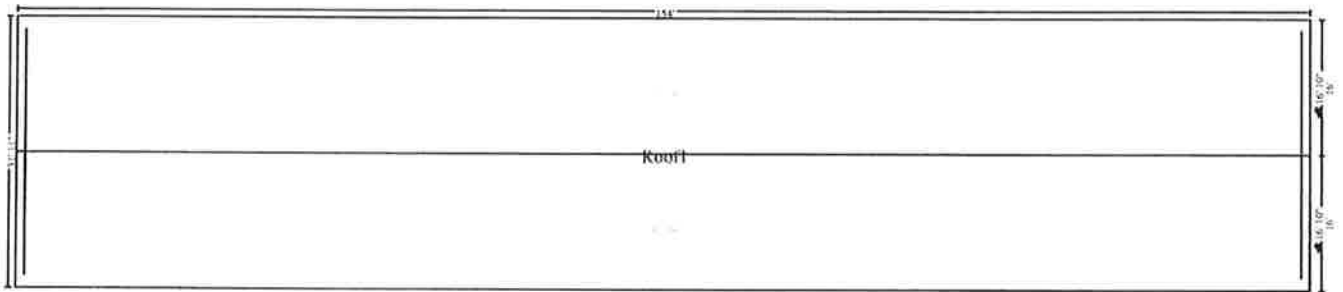
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Recap by Category

O&P Items	Total	%
ACOUSTICAL TREATMENTS	2,113.81	2.41%
CLEANING	9,716.80	11.06%
GENERAL DEMOLITION	3,614.90	4.11%
ELECTRICAL	186.30	0.21%
FLOOR COVERING - CARPET	3,332.91	3.79%
FINISH CARPENTRY / TRIMWORK	4,578.68	5.21%
FRAMING & ROUGH CARPENTRY	4,662.64	5.31%
LABOR ONLY	3,997.84	4.55%
LIGHT FIXTURES	90.51	0.10%
ORNAMENTAL IRON	5,600.00	6.37%
PAINTING	8,647.46	9.84%
ROOFING	7,645.89	8.70%
SIDING	11,098.40	12.63%
SOFFIT, FASCIA, & GUTTER	4,276.08	4.87%
WINDOWS - WOOD	3,680.35	4.19%
O&P Items Subtotal	73,242.57	83.33%
Overhead	7,324.30	8.33%
Profit	7,324.30	8.33%
Total	87,891.17	100.00%



Main Level



Level 2

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:
2023-993705

Date Filed:
03/13/2023

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
TRSI LLC
Waco, 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.
TR185203
Repairs post fire damage

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.

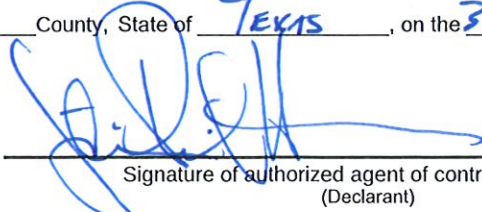
6 UNSWORN DECLARATION

My name is Justin Hilpert, and my date of birth is 12-09-1980.

My address is 6900 N. ST AUG L, WACO, TX, 76657, USA.
(street) (city) (state) (zip code) (country)

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

Executed in MCLENNAN County, State of TEXAS, on the 3RD day of MARCH, 2023.
(month) (year)


Signature of authorized agent of contracting business entity (Declarant)



RATIFICATION OF EMERGENCY REPAIRS – CHAMBER OF COMMERCE

RS-23-057

March 21, 2023

Background

2

- ❑ December 6, 2022 structure fire occurred at 1 Santa Fe Plaza (Chamber of Commerce) historical city asset
- ❑ December 7, 2022, City Manager authorized emergency repairs to begin
- ❑ City's insurance carrier (TML) authorized & approved scope of work to begin interior remediation and repairs to the building.
- ❑ All interior work has been completed by TRSI, LLC, dba Target Solutions, a TIPPS approved contractor

Background

3

- TML adjuster on site in late January 2023 to review and approve scope of work for exterior work.
- Work began on exterior in late February 2023
- Since most of the building materials used must be reproduced and milled, it is estimated to take up to 120 days for final repairs to be completed.

Current Situation

4

- All interior work complete and Chamber of Commerce staff back in the building.
- Work continues on the exterior of the building
- Target Solutions is a TIPPS approved contractor and TML approved the exterior repairs in the amount of \$87,891.17



5

Exterior Damage from Structure Fire at 1 Santa Fe Plaza

Damage to historical features – corbels, hardwood siding, soffit, windows, decking, and doors

New building products are being milled and reproduced

Alternatives

6

- Do not ratify the Letter of Agreement with TRSI, LLC, dba Target Solutions for exterior repairs in the amount of \$87,891.17 related to the structure fire at 1 Santa Fe Plaza
- Ratify the Letter of Agreement with TRSI, LLC, dba Target Solutions for exterior repairs in the amount of \$87,891.17 related to the structure fire at 1 Santa Fe Plaza

Recommendation

7

Staff recommends that the City Council ratify the Letter of Agreement with TRSI, LLC, dba Target Solutions for exterior repairs in the amount of \$87,891.17 related to the structure fire at 1 Santa Fe Plaza.



City of Killeen

Staff Report

File Number: RS-23-058

1	City Council Workshop	03/21/2023	Reviewed and Referred	City Council	03/28/2023
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Consider a memorandum/resolution authorizing a professional services agreement and addendum for the engineering design of the Stagecoach Roadway Replacement Project with Pape-Dawson Engineers, in the amount of \$1,982,000.00.

DATE: March 21, 2023

TO: Kent Cagle, City Manager

FROM: Edwin Revell, Executive Director of Development Services

SUBJECT: Authorize the execution of a Professional Services Agreement and Addendum with Pape-Dawson Engineers in the amount of \$1,982,000.00 for the Engineering Design of the Stagecoach Roadway Replacement Project

BACKGROUND AND FINDINGS:

The Stagecoach roadway project was originally completed in 2018. However, during its construction and immediately after its completion, the roadway condition failed. Litigation against the previous contractor is ongoing. Through geotechnical investigations, it has been determined that full roadway replacement is needed for the approximate 3.8-mile segment of Stagecoach Road from Aquilla Drive to East Trimmier Road. In addition to full roadway replacement, the localized flooding occurring on the west end of the project between SH 195 and Tyrell Drive needs to be addressed.

To move forward, we are proposing a three-way contract including the City, Pape-Dawson Engineers, and Naman, Howell, Smith & Lee, PLLC (law firm representing the City in the lawsuit) through an addendum to the standard professional services contract. After interviewing three design consultants including Pape-Dawson Engineers, Garver, and Lockwood Andrews and Newnam, Inc., Pape-Dawson Engineers was selected by the review panel to proceed with the design contract proposal and has provided a proposed contract for full engineering design services not to exceed \$1,982,000.00 in support of this project.

This project will include the full replacement of the roadway surface, base, and portions of the subbase as needed along the full length of Stagecoach between SH-195 and East Trimmier Road. The new roadway surface will follow the current Pavement Design Manual requirements, that was recently adopted by Council. The project will be designed in phases to split up the project based on available funding and to start construction sooner. Project construction duration is expected to be 5 years based on available funding and is expected to start at the intersection of East Trimmier and Stagecoach and proceed westward.

THE ALTERNATIVES CONSIDERED:

- (1) Delay the design and construction of the Stagecoach Roadway Replacement Project.
- (2) Authorize a Professional Services Agreement and Addendum with Pape-Dawson Engineers in the amount of \$1,982,000.00 for the Engineering Design of the Stagecoach Roadway Replacement Project

Which alternative is recommended? Why?

Staff recommends alternative 2, which is to authorize the City Manager to execute a Professional Services Agreement and Addendum with Pape-Dawson Engineers in the amount of \$1,982,000.00. Pape-Dawson Engineers has extensive experience required for this project that includes pavement design for roadway replacement and utilities. City staff has interviewed three consultants and determined that Pape-Dawson Engineers best meets the needs for this project. Pape-Dawson Engineers has submitted a fair and reasonable proposal for their engineering services. Pape-Dawson has a well-known reputation throughout Texas and is new to working with the City of Killeen.

CONFORMITY TO CITY POLICY:

This item conforms to state and local policies.

FINANCIAL IMPACT:

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

The fee for services is \$1,982,000.00.

Is this a one-time or recurring expenditure?

This is a one-time expenditure.

Is this expenditure budgeted?

Yes, \$500,000 is available in the 2011 Certificates of Obligation Bond Fund in account 343-8934-493.69-01, and \$1,482,000 will be available upon approval of the budget amendment to appropriate fund balance in excess of 22% from the Street Maintenance Fund in account 234-8934-493.69-01.

If not, where will the money come from?

N/A

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

Yes, upon approval of the budget amendment.

RECOMMENDATION:

Staff recommends that the City Council authorize the City Manager or his designee to enter into a Professional Services Agreement and Addendum with Pape-Dawson Engineers and Naman, Howell, Smith, & Lee, PLLC, in the amount of \$1,982,000.00 for the design of the Stagecoach Roadway Replacement Project, and that the City Manager, or his designee, is expressly authorized to execute any and all change orders with the amounts set by State and Local Law.

DEPARTMENTAL CLEARANCES:

Finance
City Attorney

ATTACHED SUPPORTING DOCUMENTS:

Proposal
Agreement
Addendum
Certificate of Interested Parties
Contract Verification
Presentation

March 7, 2023

Andrew Zagars, P.E.
City of Killeen
3201-A S.W.S. Young Drive
City of Killeen, Texas 76542

Re: City of Killeen Stagecoach Rd Reconstruction

Dear Mr. Zagars:

We are pleased to present this proposal for providing civil engineering and surveying services in connection with the above referenced project. Our proposed scope of services and associated fees are as follows:

Project Limits

The project limits are from Aquilla Dr to E Trimmier Rd for approximately 3.75 miles.

Proposed Facility

Proposed roadway is a 5-lane roadway with curb and gutter, turn lanes, and sidewalk.

Design Criteria

The proposed design criteria for the project will be developed from City of Killeen, Bell County and TxDOT design criteria. It is anticipated that in most cases the most stringent of the Design Criteria.

- | | |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|
| 1. PROJECT MANAGEMENT AND COORDINATION (TASK 501) | \$75,000 |
| a. Communication: | |
| • Designate one Licensed Professional Engineer (Texas) to be responsible for the project management, and all communications with the City and its representatives. | |
| b. Monthly Progress Report, Invoices, and Billings (12 months assumed): | |
| • Submit monthly progress status reports to the City. Progress reports will include deliverable table, tasks completed, tasks/objectives that are planned for the upcoming periods, lists or descriptions of items or decisions needed from the City and its representatives. Subconsultant progress will be incorporated into the monthly progress report. A copy of the monthly progress report will be submitted to the City. | |
| • Prepare correspondence, invoices, and progress reports on a monthly basis in accordance with current City requirements. | |

c. Quality Assurance and Quality Control (QA/QC) Plan:

- For each deliverable submittal, provide evidence of their internal review and mark-up of that deliverable as preparation for submittal and in accordance with submitted project specific QA/QC plan.
- Provide continuous QA/QC throughout the duration of the scheduled services included herein to appraise both technical and business performance and provide direction for project activities.

d. Project Coordination & Administration:

- Prepare and maintain routine project record keeping including records of meetings and minutes.
- Correspondence and coordination will be handled through & with the concurrence of the CITY.
- Manage project activities (including documenting emails, phone and conference calls, maintain project files for the length of the project, meeting agendas, meeting minutes, and schedule meetings), direct Engineer's team/staff, coordinate and review sub-consultant work, correspond with the City and its representatives, and assist the City and its representatives in preparing responses to project-related inquiries.

e. Progress/Coordination Meetings (4 external meetings assumed):

- Attend a kickoff meeting and coordination/progress meeting with the City and its representatives and stakeholders, as necessary to communicate development of the project and design issues.
- Prepare agenda and sign-in sheets for external coordination/progress meetings.
- Prepare meeting minutes for review via email within three (3) business days of the external coordination/progress meeting.
- Conduct internal coordination meetings as required to advance the development of the project.

f. Project Schedule:

- Maintain a project schedule indicating tasks, subtasks, critical dates, milestones, and deliverables. Submit to City as requested.

g. **Deliverables:**

- Monthly Invoices and Progress Reports including Deliverable Table
- Project Specific QA/QC Plan
- Meeting Minutes, Sign-In Sheets, and Agendas
- Project Schedule and Updates
- Project Files
- QA/QC Documentation with Deliverable

2. PRELIMINARY DESIGN (TASK 202)

\$100,000

a. Data Collection:

- Perform record research and obtain existing information, including but not limited to: as-built plans, construction plans, right of way maps, traffic data, environmental reports, studies, future land use maps, floodplain data, official copies of FEMA floodplain and drainage models and analyses. Obtain construction plans for projects within the project limits and abutting roadways. Obtain drainage studies, reports, and mapping for the project area, including reports for developments affecting the drainage area. Obtain existing schematic from CITY.
- Conduct a field investigation of the proposed roadway alignment and the surrounding area to determine field conditions including photographic record of notable existing features.
- Review the data collected and organize the information.

b. Stakeholder Coordination (2 meetings assumed):

- Schedule, coordinate logistics for and prepare agendas, sign in sheets, meeting minutes, discussion topics, presentations, overall exhibits, and maps of the project limits for stakeholder coordination.
- Coordinate with affected local agencies and City's consultants. Includes preparing/reviewing presentations and other communications materials for elected official briefings.
- Attend meeting with stakeholders (2 meetings assumed).

c. Design Development:

- Analyze and identify project-specific design criteria (typical sections, design speed, functional classification, geometric criteria) in accordance with the latest versions of the TxDOT Roadway Design Manual.
- Develop preliminary construction phasing alternatives, including cost and duration for each phase considered.
- Develop schematic roll plots and/or exhibits to depict the preliminary design concept with the City and stakeholders.
- The Engineer will coordinate with the City to select a preferred alternative for construction phasing and details prior to beginning PS&E.

d. Deliverables:

- Meeting Minutes, Sign-In Sheets, Agendas, Presentations, Maps, and Exhibits for all Stakeholder Coordination Meetings.
- Draft and Final Constraints Map Refined Route Option and Technical Memorandum Recommendation (pdf and hardcopies)
- Draft and Final Design Summary Form (pdf and hardcopies).

3. ENVIRONMENTAL REVIEW REPORT (TASK 232) \$70,000

a. Environmental Project Management and Coordination

This item represents an allowance for time not specifically required for design purposes:

- Preparation of exhibits for marketing, permitting, etc. as requested.
- Coordinate project team to meet schedule and deliverables.
- Attend project coordination meetings. Proposal allows twelve (12) hours of meetings.

b. Environmental Review Report

As part of the project planning process, a natural resource desktop review and limited field assessment to occur including:

- Desktop review of U.S. Fish and Wildlife Service (USFWS) and Texas Parks and Wildlife Department threatened and endangered species listed for the county
- Review of the likelihood of occurrence of endangered species to be found on the property using aerial photography
- Review of the National Wetland Inventory, National Hydrography Dataset, and Federal Emergency Management Agency stream data to determine for the potential of jurisdictional waters
- Hazardous materials database search for hazardous materials concerns
- Report to be prepared describing endangered species assessment methodology and characteristics of the property that support the conclusions of habitat potential, the potential for jurisdictional waters to occur on the subject property, and environmental concerns pertaining to hazardous materials.

c. County Due Diligence:

- The Environmental Services will include studies and documentation required, per the Williamson County Environmental Protocol, for the various regulating authorities, including the Texas Historical Commission (THC), U.S. Army Corp of Engineers (USACE), U.S. Fish and Wildlife Service (USFWS), and Williamson County Conservation Foundation (WCCF). The intention of the Environmental Services is to attain necessary clearance letters and approvals in order to proceed with the proposed project.

d. Data Collection & Field Reconnaissance:

- Obtain and update periodically publicly available information including but not limited to: locations of public buildings (schools, churches, parks), aerial photography, National Wetland Inventory Maps, County Soil Survey Maps, Texas Commission on Environmental Quality (TCEQ) & Environmental Protection Agency (EPA) Hazardous Materials Database Information, FEMA Floodplain Information, Vegetation Information, Environmental Information from the appropriate local, state, or federal agencies, including for state and federally-listed species, Edwards Aquifer Information.

- Conduct a regulatory records review to identify listed hazardous waste generators, treatment, storage and disposal facilities; solid waste landfills, unauthorized sites; documented spills; oil and gas exploration and production sites; and underground storage tank sites within the proposed site location. The review will also identify other environmental risks along the project corridor.
 - Conduct field reconnaissance to visually inspect the project site for additional risks and field verify any environmental risks identified by the regulatory records review
- e. Section 404 Clean Water Act Compliance:
- Conduct a site visit that will delineate wetland boundaries and ordinary high-water marks of jurisdictional waters within the project ROW. It is anticipated that this project will be covered under a Nationwide Permit (NWP 14) without a pre-construction notification (PCN).
 - Prepare a Jurisdictional Waters Delineation Report identifying specific impacts of the project on the Waters of the U.S. (including special aquatic sites), measures to minimize the impacts will be identified, and discuss applicable Section 404 options in accordance with current permits and conditions based on data collection and field reconnaissance.
 - *If it is determined, after the Jurisdictional Waters Delineation Report, that a PCN is required; a supplemental work authorization would be required. The Jurisdictional Waters Delineation Report and NWP with PCN are subject to the U.S. Army Corps of Engineers Forth Worth District review and issuance of a permit.*
- f. Texas Antiquities Code (TAC) Compliance:
- Prepare an Agency Consultation Letter for the lead regulatory agency in order to determine if field reconnaissance is necessary, and the level of effort required.
 - If necessary, prepare a Project Initiation Letter, Texas Antiquities Permit Application, and Associated Scope of Work based on data collection and field reconnaissance.
 - Conduct a pedestrian survey and report of sufficient intensity to determine the nature, extent, and potential significance of any cultural resources located within the Area of Potential Effect in accordance with full report guidelines as outlined by the Texas Historical Commissions Rules of Practice and Procedures.
 - Coordination with Texas Historical Commission including submittals to Texas Historical Commission and project records to the appropriate curation facility per Texas Historical Commission requirements.
 - *If U.S. Army Corps of Engineers (USACE) permitting for Waters of the U.S. under the Clean Water Act (Section 404/408) following jurisdictional delineations is necessary, additional cultural resources investigation may be required. If needed, investigations under Section 106 of the NHPA to be coordinated with the USACE regulatory archaeologist under a supplemental scope and fee.*

g. **Deliverables:**

- Draft & Final Environmental Due Diligence Report
- Draft & Final Jurisdictional Waters Delineation Report
- Draft & Final Texas Antiquities Permit Application Associated Scope of Work and Report

4. SUBSURFACE UTILITY ENGINEERING (TASK 390) \$82,000

- a. See attached proposal in Exhibit A

5. SURVEYING (TASK 105) \$80,000

- a. Right of Entry (5 letters assumed):

- Prepare and mail right of entry letters per the City's standard for the project team including geotechnical and environmental. Send a second follow up letter to non-responsive property owners.

- b. Field Surveying:

- Recover and verify existing horizontal and vertical control established for prior construction. Reestablish control where necessary.
- Locate existing visible and above ground utilities along designated route.
- Acquire invert elevations of Storm Sewer, Wastewater Manholes and inlet boxes where accessible. Determine elevation of water valves, where accessible.
- Locate underground utilities located, potholed and marked by Subsurface Utility Engineer.
- Detail culverts crossings on Stagecoach Road at Trimmier and Embers Creeks. Collect two cross sections, upstream and downstream from culvert on Trimmier Creek.
- Supplement LIDAR topographic information where needed.
- Survey the area at approximately **50-foot** sections **75-feet** on either side of the proposed roadway centerline including locate visible improvements and utilities including driveways, water wells, storage tanks, drainage structures (size, material, flowline elevations), edge of pavement/shoulder, physical centerline, guardrail, fences, signs, mailboxes, trees 8" inch diameter and greater, locate property boundaries sufficient to re-establish apparent ROW.

- c. LiDAR Surveying:

Complete a control, improvement, topographic, and utility survey within approximately 3.8 miles of Stagecoach Road from the Aquila Dr to E. Trimmier Road in Killeen, TX

- Targets for mobile LiDAR will be set at approximately 700' intervals within the project limits. They will consist of chevrons painted on the pavement with a PK nail set on the inside corner of the chevron.

- Ground truthing cross section sections will be collected at the beginning and end of the project limits and half way between ground control targets to minimize calibration bias, and will consist of a minimum of 5 points (3 on pavement and 2 on natural ground).
- Mobile LiDAR data will be collected within the project limits, from apparent ROW to apparent ROW.
- The acquired mobile LiDAR data will be calibrated to control targets set on the project.
- The calibrated mobile LiDAR will be checked against the ground truthing cross sections to ensure the calibration is holding away from control. At this point the data will be approved for production
- A ground truthing and calibration report will be produced as evidence of the calibration accuracy showing the expected accuracy of the LiDAR data within the project limits.
- Topographic data will be extracted from the Mobile LiDAR point cloud and a MicroStation 3D DTM drawing and associated GEOPAK tin file will be generated.
- The final DTM will be checked against the ground truthing points to ensure the extracted data is accurately representing the calibrated LiDAR data
- Conventional survey will be supplemented where lidar data cannot be completed.
- As-builts of existing utilities will be provided by client. If no as-builts are available, additional features may be extracted from the lidar data for an additional fee.

d. **Deliverables:**

- Right of Entry Letters, Follow Up Letters, and Executed Right of Entry Documents.
- Mapping in 2-D and 3-D MicroStation Files
- PDF of each Surveyor Project Notebook

6. GEOTECHNICAL SERVICES (TASK 292)

\$100,000

a. Soil Borings:

- Perform twenty-five (25) pavement borings, spaced approximately at 0.15 miles (800 lineal feet apart) to a depth of fifteen (15) feet.
- Develop soil boring layout for approval from the County prior to mobilization.

b. Geotech Report:

- Provide a Geotechnical Investigation Report for the project evaluated by a professional geotechnical engineer Licensed in the State of Texas. The following items will be included in the geotechnical report: soil boring locations, boring logs (TxDOT Wincore output graphs/format), and plan of borings, subsurface exploration procedures, encountered subsurface conditions, field and laboratory test results, description of surface and subsurface conditions, and groundwater conditions. Swell potential evaluations, Pavement thickness design alternatives with subgrade stabilization and PVR calculations.

- Provide Soil Core Hole Drilling required for pavement borings. Follow the procedures in the City of Killeen Transportation Manual and contact the appropriate utility location services to have underground utilities located prior to drilling in an area.
- Perform appropriate laboratory tests on soil samples recovered from the borings. Laboratory testing will include but not limited to moisture content, liquid limit, plastic limit, unconfined compression, Texas Triaxial, resilient modulus, and free swell, sulfate testing, and particle size analysis tests, visual classification, dry density, Dynamic Cone Penetrometer (DCP), sulfate content tests, lime series analyses.
- Perform a pavement condition assessment consisting of field inspection on existing pavement conditions and all other pertinent features that could affect the pavement design including observations of subsurface water.
- Create a Preliminary Pavement Report and Final Pavement Report based on field testing, subsequent laboratory testing, following the format noted in the Williamson County Design Criteria Manual.
- Prepare and analyze three (3) pavement design options. The options will consist of a full-depth hot mix design with stabilized subgrade. Full depth reclamation (FRD) will also be considered as an option. All pavement design analyses should be performed with TxDOT software FPS-21.

7. PLAN PREPARATION (PS&E) SERVICES (TASK 504

\$1,200,000

Prepare plans per the current City design criteria including applicable submittal requirements for cost estimate, checklists, hardcopies, CAD files, comment responses, design waivers/exceptions, general notes, quantities, updated design schedule, construction time determination. The engineer will develop and submit these Plans, Specifications & Estimates (PS&E) at 60%, 90%, and Final Design.

PS&E Design includes layouts and details required to establish the proposed roadway alignment and profile, provide positive drainage to existing storm drain structures, replace existing and/or construct new curb and sidewalk, traffic control and constructibility, replace existing pavement markings, and maintain storm water and pollution protection. Utility relocation design will be addressed as needed. Plansheets are anticipated to include:

a. Roadway/General:

- Title Sheet
 - Prepare a project title sheet as required for the construction plans, utilizing the template provided by the County.
- Index of Sheets
 - Prepare an index sheet(s) that shows each sheets location in the plan set.
- Project Layout
 - Prepare a project layout sheet(s) that clearly indicates the limits of the entire project.

- Typical Sections
 - Prepare typical section(s) for all proposed and existing roadways, cross streets with the shared use path.
 - Develop details for pavement transitions and end conditions, saw cuts at abutting roadways, cut and restore operations, and overlays as required.
- General Notes
 - Prepare general notes for applicable project-specific items, utilizing the master general notes provided by the County.
- Survey data
 - Prepare benchmark layout sheet(s) that clearly indicate the benchmark locations and associated control information.
- Horizontal Alignment Data
 - Prepare horizontal alignment data sheet(s) that depict the horizontal geometric information for the roadways to be included in the construction plan set.
- Summary Sheets
 - Prepare summary sheet(s) that tabulate, combine, and summarize quantities of the various construction items.
- Removal Plans
 - Prepare removal sheet(s) that clearly identify any items to be removed.
- Roadway Plan & Profiles
 - Prepare roadway plan and profile sheets that depict the proposed roadway improvements.
- Side Street/Intersection Plans
 - Prepare side street/intersection layout sheets.
 - Provide contours or details of drainage patterns for street intersections including slope or elevations along gutter to avoid ponding at intersections. Where applicable, provide details of volume of flow and velocity through intersections.
- Miscellaneous
 - Develop miscellaneous roadway detail sheets for the project that depict details required, which are not defined in standard detail sheets.
- Cross Sections
 - Develop cross sections at 50-foot stations and other locations as necessary for the determination of cut and fill quantities. These sections will also be used to further refine the design vertical geometry.

b. Traffic Control:

- Traffic Control Plans (TCP)
 - Prepare traffic control typical section(s) for each stage of the construction sequence to clearly delineate the position of the existing traffic with respect to the proposed construction.
 - Prepare a detailed narrative for the sequence of construction and traffic control general notes utilizing the sequence approved during the schematic phase. Any changes to the sequence of construction will be approved by the County prior to developing detailed TCP layouts.
 - Prepare detailed TCP layouts for each phase.
 - Develop traffic control detail(s) for items not covered by County or TxDOT standard details.
 - Compute an Engineer's opinion of construction schedule in order to determine an approximate duration for each of the phases of construction.
 - Consider the construction sequence and plan for temporary functioning of drainage systems.

c. Signing and Pavement Markings Layouts:

- Prepare signing and pavement marking layouts for limits of full depth reconstruction.
- Prepare pavement marking details for non-standard conditions.
- Prepare detail sheets for small signs for non-standard signs.

d. Stormwater Pollution Prevention Plan (SW3P):

- Prepare stormwater pollution prevention layout sheets for each phase of construction.

e. **Deliverables:**

- 60%, 90%, & Final Plansheet Submittals including applicable Williamson County Submittal Checklists.
- Engineer's Opinion of Probable Construction Cost
- Design Summary Form
- MicroStation OpenRoads Designer final design files
- Cross Sections
- Final Surface DTM
- Estimated Construction Schedule

8. DRAINAGE STUDY (TASK 390)

\$250,000

(2 Locations, approx. 300' east of Flanigan Drive and Stagecoach at Tyler Drive):

- a. Data Collection and Coordination:
 - Coordinate with City of Killeen on drainage analysis solution
 - Review and collect data related to drainage issues at 2 locations (approx. 300' east of Flanigan Drive and Stagecoach at Tyler Drive)
- b. Hydrologic and Hydraulic Analysis:
 - Delineate drainage areas for structures at 2 locations
 - Calculate existing and proposed conditions hydrologic parameters
 - Calculate existing and proposed conditions flows
 - Develop existing and proposed conditions hydrologic models using HEC-HMS
 - Develop existing conditions 2-Dimensional model using HEC-RAS
 - Develop proposed conditions 2-Dimensional model using HEC-RAS
 - Develop proposed solution to drainage issues noted at 2 locations (approx. 300' east of Flanigan Drive and Stagecoach at Tyler Drive)
 - Prepare preliminary design and layout for the cross-drainage structures necessary to solve drainage issues at 2 locations.
- c. Documentation:
 - Document analysis in the form of a letter report
 - Create exhibits and tables of modeling results of the drainage analysis
 - If detention is recommended or required prepare a routing analysis to determine preliminary size and ROW needs for proposed detention ponds.

Deliverables:

- Schematic Preliminary and Final Drainage Reports signed and sealed by a professional engineer in the State of Texas.
- Applicable GIS, Hydrologic and Hydraulic Models or CAD files referenced in the drainage study.

9. BIDDING PHASE SERVICES (TASK 401) \$25,000

- a. Bidding Phase Services:
 - Prepare all applicable construction documents for bidding. Attend the pre-bid meeting. Respond to bidder's questions during the bid period. Prepare project addenda up to three (3) during bid period. Analyze contractor bids, prepare bid tabulation, and make recommendation for award to the apparent low bidder via a letter. Attend the pre-construction conference.

b. **Deliverables:**

- Letter of Recommendation for Award, with Bid Tabulation.

THIS PROPOSAL ASSUMES AND/OR EXCLUDES THE FOLLOWING:

- ◆ Construction Phase Services
- ◆ Public Involvement
- ◆ Driveway Profiles And Details
- ◆ Row Survey and Mapping.
- ◆ Existing Storm Drain Modifications and Analysis
- ◆ Traffic Evaluations and Projections.
- ◆ CLOMR or LOMR.
- ◆ Nationwide Permit (Nwp 14 With A Pre-Construction Notification (Pcn).
- ◆ Threatened And Endangered Species Environmental Services

SUMMARY OF SCOPE AND FEES

1.	Project Management and Coordination	Task 501	\$75,000
2.	Preliminary Design	Task 202	\$100,000
3.	Environmental Review Report	Task 232	\$70,000
4.	Subsurface Utility Engineering	Task 390	\$82,000
5.	Surveying	Task 105	\$80,000
6.	Geotechnical Services	Task 292	\$100,000
7.	Plan Preparation (PS&E) Services	Task 50	\$1,200,000
8.	Drainage Study	Task 390	\$250,000
9.	Bidding Phase Services	Task 401	<u>\$25,000</u>
		Total:	\$1,982,000

BASIS OF COMPENSATION

Pape-Dawson's compensation for the above services shown as lump sum fee and will be billed by percent complete.

A budget of **\$1,982,000** is the estimated cost of Pape-Dawson's current understanding of the services above. This budget figure does not include any Direct Expenses (defined below) or applicable sales tax on services. If this budget figure is exceeded, Pape-Dawson may request modification of this Agreement.

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.



Brian Allen, P.E., CFM
Senior Project Manager

CITY OF KILLEEN

Signature: _____

Name: _____

Title: _____

Date: _____



Steven Dean, P.E., CFM
Vice President, Water Resources

**CITY OF KILLEEN
ACCOUNTS PAYABLE CONTACT INFO**

Name: _____

Address: _____

Phone: _____

Email: _____



March 3, 2023

Brian Allen, P.E., CFM
Pape-Dawson Engineers, Inc.
10801 North Mopac Expressway
Building 3 - Suite 200,
Austin, TX 78759
512-454-8711
BAllen@pape-dawson.com

**RE: Subsurface Utility Engineering
City of Killeen Stagecoach Road**

Dear Mr. Allen:

The Rios Group, Inc. (TRG) is pleased to submit a cost proposal for Subsurface Utility Engineering (SUE) for the above referenced project. This proposal is based on information provided via email on February 28, 2023.

Introduction

TRG will perform SUE services for this project in general accordance with the recommended practices and procedures described in ASCE publication CI/ASCE 38-02 “Standard Guidelines for the Collection and Depiction of Existing Subsurface Utility Data.” As described in the publication, four levels have been established to describe and depict the quality of subsurface utility information. The four quality levels are as follows:

- Quality Level D (QL“D”) – Information obtained from existing utility records.
- Quality Level C (QL“C”) – Surveyed data depicting visible above-ground features supplemented with QL“D” information.
- Quality Level B (QL“B”) – Two-dimensional horizontal information obtained through the application and interpretation of non-destructive surface geophysical methods. Also known as “designating,” this level incorporates QL“C” information and provides horizontal positioning of subsurface utilities to within approximately 1.0 foot.
- Quality Level A (QL“A”) – Three-dimensional horizontal and vertical information obtained through non-destructive vacuum excavation equipment to expose utilities at critical points. Also known as “locating,” this level incorporates QL“B” information and provides horizontal and vertical positioning of subsurface utilities to within approximately 0.05 feet.

Scope of Work

Based on information provided by Pape-Dawson Engineers, Inc. (Client), TRG has developed a proposed scope for SUE services on this project. This scope may be modified, with Client and TRG concurrence, during the performance of work if warranted by changing or unexpected field conditions.

575 Round Rock West Drive, Building K, Suite 400 | Round Rock, TX 78681 | Phone: 512.580.5440

The scope of this proposal includes QL“C”/“D” SUE services to support the design of the subject project. The limits of the SUE investigation are highlighted in yellow on Exhibit B and will include the full width of the existing ROW of Stagecoach Road. TRG will attempt to depict the following utilities within this area: potable water, reclaimed water, chilled water, natural gas/crude oil/refined product pipelines, communication duct banks, fiber optic, cable television, telephone, electric, wastewater and storm drain facilities. Additionally, TRG will attempt to depict utility service lines, however, because these lines are often non-conductive and not shown on records TRG cannot guarantee all service lines will be included in the final deliverables. Irrigation lines and an inventory of overhead utilities are excluded from this scope of work.

Additionally, the scope of this proposal includes 50 hours (5 days) of QL“B” field work at key locations to be identified by the Client following a review of the QL“C”/“D” deliverables. TRG can attempt to designate the following utilities within the areas identified by the Client: potable water, reclaimed water, chilled water, natural gas/crude oil/refined product pipelines, communication duct banks, fiber optic, cable television, telephone, and electric. Wastewater and storm drain facilities will be inverted at manholes, and will be depicted as QL“C” information. Additionally, TRG will attempt to designate utility service lines, however, because these lines are often non-conductive and not shown on records TRG cannot guarantee all service lines will be included in the final deliverables. Irrigation lines and an inventory of overhead utilities are excluded from this scope of work.

In addition to providing QL“B” SUE services, TRG will attempt to provide Electronic Depth readings calculated by TRG’s geophysical equipment. If Electronic Depth readings can be obtained, they will be provided every 25 feet. However, due to the inconsistency with Electronic Depth readings, TRG cannot guarantee the accuracy of the information. Data will be provided for informational purposes only.

This proposal also includes up to twenty (20) QL“A” SUE test holes at locations that will be provided by the Client following a review of the QL“B”/“C”/“D” information.

The survey of SUE field markings and utility appurtenances is excluded from this scope of work. It is assumed that the Client’s surveyor will provide survey data of SUE field marks, test holes, and utility appurtenances at no cost to TRG.

Any necessary Right-Of-Entry (ROE) permits will be provided by the Client prior to the start of field work.

TRG Procedures

QL“D” and “C” – Records Research and Surface Feature Survey

It is the responsibility of the SUE provider to perform due-diligence with regard to records research and the acquisition of available utility records. The due-diligence provided for this project will consist of contacting the applicable One Call agency and associated utility owners/municipalities, visually inspecting the work area for evidence of utilities, and reviewing available utility record information. Additional utilities not identified through these efforts will be referred to as Unknown utilities.

QL "B" – Designating

Following a review of the project scope and available utility records with the project manager, TRG field personnel will begin designating the approximate horizontal position of known subsurface utilities within the project area. A suite of geophysical equipment that includes magnetic and electromagnetic induction will be used to designate conductive utilities. Where access is available, a sonde will be inserted into non-conductive utilities to provide a medium for transmission which can then be designated using geophysical equipment. Non-conductive utilities can also be designated using other proven methods, such as rodding and probing. TRG will make a reasonable attempt to designate Unknown utilities identified during field work; however, no guarantee is made that all Unknown utilities will be designated. Utilities will be marked and labeled to distinguish type and ownership. Field data depicting the designated utilities, as well as relevant surface features, will be produced to ensure accuracy and completeness of subsequent survey data. The TRG project manager will review the collected survey data, field data, and utility records for accuracy and completeness.

QL "A" – Locating

TRG will utilize non-destructive vacuum excavation equipment to excavate test holes at the requested locations. To layout the test holes, TRG will follow the *QL "B" – Designating* procedures described above. Once each utility is located, TRG will record the size, type, material, and depth. Test holes will be uniquely marked. Excavations will be backfilled by mechanical means with the appropriate material, and the original surface will be restored. If necessary, TRG can core pavement up to a depth of 12 inches. Asphalt surfaces will be repaired with an asphalt cold patch, and concrete cores will be epoxied in place, flush with the surrounding surface. TRG assumes that flowable fill will not be required when backfilling test holes and that full-section pavement repair (including sidewalks) will not be required to restore the original pavement surface. If requested, these services can be provided at an additional cost.

TRG will establish any necessary routine traffic control measures at no additional cost. However, if non-routine traffic control measures (lane closures, traffic detours, flagpersons, etc.) are required, this service will be invoiced as a direct expense. Due to the risk of damage, TRG will not attempt to probe or excavate test holes on AC water lines unless approval is obtained from the owner in advance. Additionally, excavation in rock, or to a depth greater than 18 feet, is considered beyond the scope of this proposal.

TRG has made the following assumptions with regard to the test holes on this project:

- All test holes will be accessible to truck-mounted vacuum excavation equipment.
- Right-Of-Way (ROW) permits from the City of Killeen (COK), Texas Department of Transportation (TxDOT) and/or Bell County will be required. TRG will obtain all required permits and ensure that coordination and compliance with the appropriate entity is provided.
- Designed traffic control plans will not be required. It is assumed that TxDOT typical TCP details will be utilized for any required lane closures.

- Non-routine traffic control measures will be required. TRG will acquire the services of a qualified Maintenance-Of-Traffic (MOT) Subcontractor and ensure that adequate traffic control is provided.
- The coring of pavement will be required at up to five (5) locations.

Deliverables

TRG will provide the following as a final deliverable to the Client:

- A utility file in CAD format depicting all designated and located utilities. The Client will provide TRG with any necessary background files for use in completing the final deliverables.
- A summary sheet of all test hole coordinate data and depth information.
- 8.5” x 11” Test Hole Data Forms for all test hole locations completed. These plans will be signed and sealed by a Professional Engineer and delivered to the Client in electronic PDF form.
- 11” x 17” SUE Plan Sheets depicting all designated and located utilities. These plans will be signed and sealed by a Professional Engineer and delivered to the Client in electronic PDF form.

Schedule

TRG can mobilize within three (3) weeks of receiving Notice-To-Proceed (NTP). TRG estimates that the QL“C”/“D” SUE work can be completed in thirty (30) working days, broken down as follows:

- Records Research – 20 days
- QL“C”/“D” deliverable preparation – 10 days (following receipt of planimetric survey from Client)

TRG estimates that the QL“B” SUE work can be completed in twenty (20) working days, broken down as follows:

- QL“B” field work – 5 days
- QL“B” deliverable preparation – 15 days (following receipt of survey data from Client)

TRG estimates that the QL“A” SUE work can be completed in twenty-seven (27) working days following approval of the any required ROW permits, broken down as follows:

- Layout test holes and QL“A” field work– 12 days
- QL“A” deliverable preparation – 15 days (following receipt of survey data from Client)

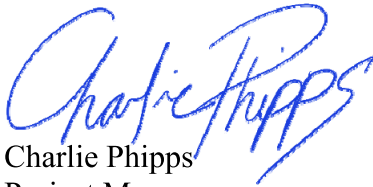
Estimated Fee

The total estimated cost to complete the work described herein is **Seventy-Four Thousand Four Hundred Forty-Eight Dollars and 21/100 (\$74,448.21)**. An itemized breakdown of cost is provided in Exhibit A. Please note that these pricings are based on an assumption of quantities, and that only actual quantities will be invoiced – up to the total Contract amount.

We look forward to working with you on this project. If there are any questions, please do not hesitate to call at 512.580.5440.

Respectfully,

The Rios Group, Inc.



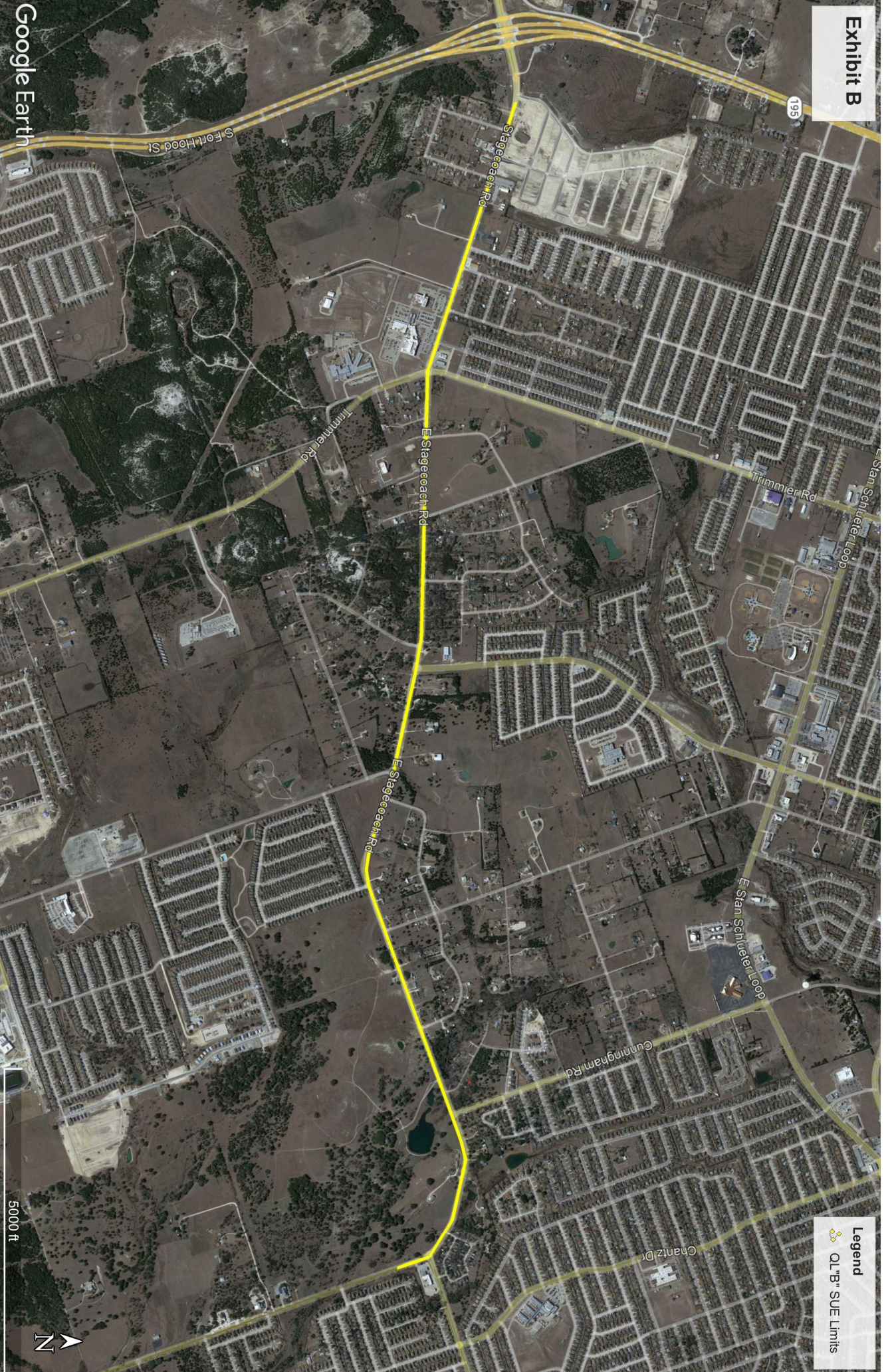
Charlie Phipps
Project Manager



Estimate for Subsurface Utility Engineering
City of Killeen Stagecoach Road

Hourly Office Labor	<i>Rate</i>	<i>Assumed Quantity</i>	<i>Unit of Measure</i>	<i>Sub-Total</i>
Supervisory Engineer	\$ 190.86	8	HR	\$ 1,526.88
SUE Project Manager	\$ 169.71	15	HR	\$ 2,545.65
Professional Engineer	\$ 165.19	9	HR	\$ 1,486.71
Assistant Project Manager	\$ 118.30	8	HR	\$ 946.40
Engineer in Training	\$ 110.49	5	HR	\$ 552.45
CADD Technician	\$ 74.84	150	HR	\$ 11,226.00
Engineering Technician	\$ 74.67	20	HR	\$ 1,493.40
Field Manager	\$ 127.23	20	HR	\$ 2,544.60
Administrative Specialist	\$ 81.39	8	HR	\$ 651.12
Sub-Total				\$ 22,973.21
Direct Expenses	<i>Rate</i>	<i>Assumed Quantity</i>	<i>Unit of Measure</i>	<i>Sub-Total</i>
ROW Permit	\$ 500.00	1	EA	\$ 500.00
Traffic Control (Standard)	\$ 1,000.00	5	DAY	\$ 5,000.00
Sub-Total				\$ 5,500.00
QL"B" SUE Designating	<i>Rate</i>	<i>Assumed Quantity</i>	<i>Unit of Measure</i>	<i>Sub-Total</i>
One Designating Person - TH Layout	\$ 160.00	20	HR	\$ 3,200.00
One Designating Person	\$ 160.00	30	HR	\$ 4,800.00
Two Person Designating Crew	\$ 250.00	20	HR	\$ 5,000.00
Sub-Total				\$ 13,000.00
QL"A" SUE Test Holes				
Unit Rate - Depth	<i>Outside Pavement Rate</i>	<i>Assumed Quantity</i>	<i>Unit Of Measure</i>	<i>Sub-Total</i>
0 - 5 feet	\$ 1,315.00	10	EA	\$ 13,150.00
5 - 8 feet	\$ 1,600.00	5	EA	\$ 8,000.00
8 - 13 feet	\$ 1,995.00	5	EA	\$ 9,975.00
13 - 20 feet	\$ 2,575.00	0	EA	\$ -
Over 20 feet	\$ 3,025.00	0	EA	\$ -
Pavement Coring	\$ 370.00	5	EA	\$ 1,850.00
Test Hole Total		20		
Sub-Total				\$ 32,975.00
Total Estimated Cost				\$ 74,448.21

Exhibit B



Legend
QL "B" SUE Limits

Google Earth

5000 ft



This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the Controlling Law.

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

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly By

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
a practice division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

AMERICAN CONSULTING ENGINEERS COUNCIL

AMERICAN SOCIETY OF CIVIL ENGINEERS

This Agreement has been prepared for use with the Standard General Conditions of the Construction Contract (No. 1910-8, 1996 Edition) of the Engineers Joint Contract Documents Committee. Their provisions are interrelated, and a change in one may necessitate a change in the other. For guidance in the preparation of Supplementary Conditions, see Guide to the Preparation of Supplementary Conditions (No. 1910-17) (1996 Edition). For guidance on the completion and use of this Agreement, see EJCDC Users Guide, No. 1910-50.

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1420 King Street, Alexandria, VA 22314

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

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

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STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of _____ (“Effective Date”) between
the CITY OF KILLEEN (“OWNER”) and Pape-Dawson Engineers, Inc. (“ENGINEER”).

OWNER and ENGINEER in consideration of their mutual covenants as set forth herein agree as follows: To provide
engineering services as described in Exhibit A of this contract in the amount of \$1,982,000.

ARTICLE 1 - SERVICES OF ENGINEER

1.01 Scope

A. ENGINEER shall provide the Basic and Additional Services set forth herein and in Exhibit A.

B. Upon this Agreement becoming effective, ENGINEER is authorized to begin Basic Services as set forth in Exhibit A.

C. If authorized by OWNER, ENGINEER shall furnish Resident Project Representative(s) with duties, responsibilities and limitations of authority as set forth in Exhibit D.

ARTICLE 2 - OWNER'S RESPONSIBILITIES

2.01 General

A. OWNER shall have the responsibilities set forth herein and in Exhibit B.

ARTICLE 3 - TIMES FOR RENDERING SERVICES

3.01 General

A. ENGINEER's services and compensation under this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion. Unless specific periods of time or specific dates for providing services are specified in this Agreement, ENGINEER's obligation to render services hereunder will be for a period which may reasonably be required for the completion of said services.

B. If in this Agreement specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided, and if such periods of time or dates are changed through no fault of ENGINEER, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If OWNER has requested changes in the scope, extent, or character of the Project, the time of performance of ENGINEER's services shall be adjusted equitably.

C. For purposes of this Agreement the term "day" means a calendar day of 24 hours.

3.02 Suspension

A. If OWNER fails to give prompt written authorization to proceed with any phase of services after

completion of the immediately preceding phase, or if ENGINEER's services are delayed through no fault of ENGINEER, ENGINEER may, after giving seven days written notice to OWNER, suspend services under this Agreement.

B. If ENGINEER's services are delayed or suspended in whole or in part by OWNER, or if ENGINEER's services are extended by Contractor's actions or inactions for more than 90 days through no fault of ENGINEER, ENGINEER shall be entitled to equitable adjustment of rates and amounts of compensation provided for elsewhere in this Agreement to reflect, reasonable costs incurred by ENGINEER in connection with, among other things, such delay or suspension and reactivation and the fact that the time for performance under this Agreement has been revised.

ARTICLE 4 - PAYMENTS TO ENGINEER

4.01 Methods of Payment for Services and Reimbursable Expenses of ENGINEER

A. *For Basic Services.* OWNER shall pay ENGINEER for Basic Services performed or furnished under Exhibit A, Part 1, as set forth in Exhibit C.

B. *For Additional Services.* OWNER shall pay ENGINEER for Additional Services performed or furnished under Exhibit A, Part 2, as set forth in Exhibit C.

C. *For Reimbursable Expenses.* In addition to payments provided for in paragraphs 4.01.A and 4.01.B, OWNER shall pay ENGINEER for Reimbursable Expenses incurred by ENGINEER and ENGINEER's Consultants as set forth in Exhibit C.

4.02 Other Provisions Concerning Payments

A. *Preparation of Invoices.* Invoices will be prepared in accordance with ENGINEER's standard invoicing practices and will be submitted to OWNER by ENGINEER, unless otherwise agreed. The amount billed in each invoice will be calculated as set forth in Exhibit C.

B. *Payment of Invoices.* Invoices are due and payable within 30 days of receipt. If OWNER fails to make any payment due ENGINEER for services and expenses within 30 days after receipt of ENGINEER's invoice therefore, the amounts due ENGINEER will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, ENGINEER may, after giving seven days written notice to OWNER, suspend services under this Agreement until ENGINEER has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.

C. *Disputed Invoices.* In the event of a disputed or contested invoice, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.

D. *Payments Upon Termination.*

1. In the event of any termination under paragraph 6.06, ENGINEER will be entitled to invoice OWNER and will be paid in accordance with Exhibit C for all services performed or furnished and all Reimbursable Expenses incurred through the effective date of termination.

2. In the event of termination by OWNER for convenience or by ENGINEER for cause, ENGINEER, in addition to invoicing for those items identified in subparagraph 4.02.D.1, shall be entitled to invoice OWNER and shall be paid a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with ENGINEER's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C. Engineer shall not incur additional expenses after receipt of notice of termination and shall make reasonable efforts to minimize costs.

E. *Records of ENGINEER's Costs.* Records of ENGINEER's costs pertinent to ENGINEER's compensation under this Agreement shall be kept in accordance with generally accepted accounting practices. To the extent necessary to verify ENGINEER's charges and upon OWNER's timely request, copies of such records will be made available to OWNER at cost.

F. *Legislative Actions.* In the event of legislative actions after the Effective Date of the Agreement by any level of government that impose taxes, fees, or costs on ENGINEER's services or other costs in connection with this Project or compensation therefor, such new taxes, fees, or costs shall be invoiced to and paid by OWNER as a Reimbursable Expense to which a Factor of 1.0 shall be applied. Should such taxes, fees, or costs be imposed, they shall be in addition to ENGINEER's estimated total compensation.

ARTICLE 5 - OPINIONS OF COST

5.01 Opinions of Probable Construction Cost

A. ENGINEER's opinions of probable Construction Cost provided for herein are to be made on the basis of ENGINEER's experience and qualifications and represent

ENGINEER's best judgment as an experienced and qualified professional generally familiar with the industry. However, since ENGINEER has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, ENGINEER cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by ENGINEER. If OWNER wishes greater assurance as to probable Construction Cost, OWNER shall employ an independent cost estimator as provided in Exhibit B.

5.02 Designing to Construction Cost Limit

A. If a Construction Cost limit is established between OWNER and ENGINEER, such Construction Cost limit and a statement of ENGINEER's rights and responsibilities with respect thereto will be specifically set forth in Exhibit F, "Construction Cost Limit," to this Agreement.

5.03 Opinions of Total Project Costs

A. ENGINEER assumes no responsibility for the accuracy of opinions of Total Project Costs.

ARTICLE 6 - GENERAL CONSIDERATIONS

6.01 Standards of Performance

A. The standard of care for all professional engineering and related services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.

B. ENGINEER shall be responsible for the technical accuracy of its services and documents resulting therefrom, and OWNER shall not be responsible for discovering deficiencies therein. ENGINEER shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in OWNER-furnished information.

C. ENGINEER shall perform or furnish professional engineering and related services in all phases of the Project to which this Agreement applies. ENGINEER shall serve as OWNER's prime professional for the Project. ENGINEER may employ such ENGINEER's Consultants as ENGINEER deems necessary to assist in the performance or furnishing of the services. ENGINEER shall not be required to employ any ENGINEER's Consultant unacceptable to ENGINEER.

D. ENGINEER and OWNER shall comply with applicable Laws or Regulations and OWNER-mandated standards. This Agreement is based on these requirements as of its Effective Date. Changes to these requirements after the Effective Date of this Agreement may be the basis for modifications to OWNER's responsibilities or to ENGINEER's scope of services, times of performance, or compensation.

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

F. OWNER shall make decisions and carry out its other responsibilities in a timely manner and shall bear all costs incident thereto so as not to delay the services of ENGINEER.

G. Prior to the commencement of the Construction Phase, OWNER shall notify ENGINEER of any variations from the language indicated in Exhibit E, "Notice of Acceptability of Work," or of any other notice or certification that ENGINEER will be requested to provide to OWNER or third parties in connection with the Project. OWNER and ENGINEER shall reach agreement on the terms of any such requested notice or certification, and OWNER shall authorize such Additional Services as are necessary to enable ENGINEER to provide the notices or certifications requested.

H. ENGINEER shall not be required to sign any documents, no matter by whom requested, that would result in the ENGINEER's having to certify, guarantee or warrant the existence of conditions whose existence the ENGINEER cannot ascertain. OWNER agrees not to make resolution of any dispute with the ENGINEER or payment of any amount due to the ENGINEER in any way contingent upon the ENGINEER's signing any such certification.

I. During the Construction Phase, ENGINEER shall not supervise, direct, or have control over Contractor's work, nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor, for safety precautions and programs incident to the Contractor's work in progress, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work.

J. ENGINEER neither guarantees the performance of any Contractor nor assumes responsibility for any

Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.

K. ENGINEER shall not be responsible for the acts or omissions of any Contractor(s), subcontractor or supplier, or of any of the Contractor's agents or employees or any other persons (except ENGINEER's own employees) at the Site or otherwise furnishing or performing any of the Contractor's work; or for any decision made on interpretations or clarifications of the Contract Documents given by OWNER without consultation and advice of ENGINEER.

L. The General Conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (Document No. 1910-8, 1996 Edition) unless both parties mutually agree to use other General Conditions as specifically referenced in Exhibit H.

6.02 Authorized Project Representatives

A. Contemporaneous with the execution of this Agreement, ENGINEER and OWNER shall designate specific individuals to act as ENGINEER's and OWNER's representatives with respect to the services to be performed or furnished by ENGINEER and responsibilities of OWNER under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of each respective party.

6.03 Design without Construction Phase Services

A. Should OWNER provide Construction Phase services with either OWNER's representatives or a third party, ENGINEER's Basic Services under this Agreement will be considered to be completed upon completion of the Final Design Phase or Bidding or Negotiating Phase as outlined in Exhibit A.

B. It is understood and agreed that if ENGINEER's Basic Services under this Agreement do not include Project observation, or review of the Contractor's performance, or any other Construction Phase services, and that such services will be provided by OWNER, then OWNER assumes all responsibility for interpretation of the Contract Documents and for construction observation or review and waives any claims against the ENGINEER that may be in any way connected thereto.

6.04 Use of Documents

A. All Documents are instruments of service in respect to this Project, and ENGINEER shall retain an ownership and property interest therein (including the right of reuse at

the discretion of the ENGINEER) whether or not the Project is completed.

B. Copies of OWNER-furnished data that may be relied upon by ENGINEER are limited to the printed copies (also known as hard copies) that are delivered to the ENGINEER pursuant to Exhibit B. Files in electronic media format of text, data, graphics, or of other types that are furnished by OWNER to ENGINEER are only for convenience of ENGINEER. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

C. Copies of Documents that may be relied upon by OWNER are limited to the printed copies (also known as hard copies) that are signed or sealed by the ENGINEER. Files in electronic media format of text, data, graphics, or of other types that are furnished by ENGINEER to OWNER are only for convenience of OWNER. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

D. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. ENGINEER shall not be responsible to maintain documents stored in electronic media format after acceptance by OWNER.

E. When transferring documents in electronic media format, ENGINEER makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by ENGINEER at the beginning of this Project.

F. OWNER may make and retain copies of Documents for information and reference in connection with use on the Project by OWNER. Such Documents are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other project. Any such reuse or modification without written verification or adaptation by ENGINEER, as appropriate for the specific purpose intended, will be at OWNER's sole risk and without liability or legal exposure to ENGINEER or to ENGINEER's Consultants. OWNER shall indemnify and hold harmless ENGINEER and ENGINEER's Consultants from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting therefrom.

G. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

H. Any verification or adaptation of the Documents for extensions of the Project or for any other project will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

6.05 Insurance

A. ENGINEER shall procure and maintain insurance as set forth in Exhibit G, "Insurance."

B. OWNER shall procure and maintain insurance as set forth in Exhibit G, "Insurance." OWNER shall cause ENGINEER and ENGINEER's Consultants to be listed as additional insureds on any general liability or property insurance policies carried by OWNER which are applicable to the Project.

C. OWNER shall require Contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to cause ENGINEER and ENGINEER's Consultants to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project

D. OWNER and ENGINEER shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of ENGINEER's services and at renewals thereafter during the life of the Agreement.

E. All policies of property insurance shall contain provisions to the effect that ENGINEER's and ENGINEER's Consultants' interests are covered and that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder.

F. At any time, OWNER may request that ENGINEER, at OWNER's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by OWNER, with the concurrence of ENGINEER, and if commercially available, ENGINEER shall obtain and shall require ENGINEER's Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by OWNER, and Exhibit G will be supplemented to incorporate these requirements.

6.06 Termination

A. The obligation to provide further services under this Agreement may be terminated:

1. *For cause,*

a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

b. By ENGINEER:

1) upon seven days written notice if ENGINEER believes that ENGINEER is being requested by OWNER to furnish or perform services contrary to ENGINEER's responsibilities as a licensed professional; or

2) upon seven days written notice if the ENGINEER's services for the Project are delayed or suspended for more than 90 days for reasons beyond ENGINEER's control.

3) ENGINEER shall have no liability to OWNER on account of such termination.

c. Notwithstanding the foregoing, this Agreement will not terminate as a result of such substantial failure if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. *For convenience,*

a. By OWNER effective upon the receipt of notice by ENGINEER.

B. The terminating party under paragraphs 6.06.A.1 or 6.06.A.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow ENGINEER to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

6.07 Controlling Law

A. This Agreement is to be governed by the law of the State of Texas and venue shall be in Bell County.

6.08 Successors, Assigns, and Beneficiaries

A. OWNER and ENGINEER each is hereby bound and the partners, successors, executors, administrators and legal representatives of OWNER and ENGINEER (and to the extent permitted by paragraph 6.08.B the assigns of OWNER and ENGINEER) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

B. Neither OWNER nor ENGINEER may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

C. Unless expressly provided otherwise in this Agreement:

1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by OWNER or ENGINEER to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.

2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and ENGINEER and not for the benefit of any other party. The OWNER agrees that the substance of the provisions of this paragraph 6.08.C shall appear in the Contract Documents.

6.09 Hazardous Environmental Condition

A. OWNER represents to Engineer that to the best of its knowledge a Hazardous Environmental Condition does not exist.

B. OWNER has disclosed to the best of its knowledge to ENGINEER the existence of all Asbestos, PCB's, Petroleum, Hazardous Waste, or Radioactive Material located at or near the Site, including type, quantity and location.

C. If a Hazardous Environmental Condition is encountered or alleged, ENGINEER shall have the obligation to notify OWNER and, to the extent of applicable Laws and Regulations, appropriate governmental officials.

D. It is acknowledged by both parties that ENGINEER's scope of services does not include any services related to a Hazardous Environmental Condition. In

the event ENGINEER or any other party encounters a Hazardous Environmental Condition, ENGINEER may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

E. OWNER acknowledges that ENGINEER is performing professional services for OWNER and that ENGINEER is not and shall not be required to become an “arranger,” “operator,” “generator,” or “transporter” of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the Site in connection with ENGINEER’s activities under this Agreement.

F. If ENGINEER’s services under this Agreement cannot be performed because of a Hazardous Environmental Condition, the existence of the condition shall justify ENGINEER’s terminating this Agreement for cause on 30 days notice.

6.10 Allocation of Risks

A. Indemnification

1. To the fullest extent permitted by law, ENGINEER shall indemnify and hold harmless OWNER, OWNER’s officers, directors, partners, and employees from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of ENGINEER or ENGINEER’s officers, directors, partners, employees, and ENGINEER’s Consultants in the performance and furnishing of ENGINEER’s services under this Agreement.

2. To the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER, ENGINEER’s officers, directors, partners, employees, and ENGINEER’s Consultants from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of OWNER or OWNER’s officers, directors, partners, employees, and OWNER’s consultants with respect to this Agreement or the Project.

3. In addition to the indemnity provided under paragraph 6.10.A.2 of this Agreement, and to the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER and its officers, directors, partners, employees, and ENGINEER’s Consultants from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from a Hazardous Environmental Condition, provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom, and (ii) nothing in this paragraph 6.10.A.4. shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual’s or entity’s own negligence or willful misconduct.

4. The indemnification provision of paragraph 6.10.A.1 is subject to and limited by the provisions agreed to by OWNER and ENGINEER in Exhibit I, “Allocation of Risks,” if any.

6.11 Notices

A. Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, or by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

6.12 Survival

A. All express representations, indemnifications, or limitations of liability included in this Agreement will survive its completion or termination for any reason.

6.13 Severability

A. Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and ENGINEER, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

6.14 Waiver

A. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it

affect the enforceability of that provision or of the remainder of this Agreement.

6.15 Headings

A. The headings used in this Agreement are for general reference only and do not have special significance.

ARTICLE 7 - DEFINITIONS

7.01 Defined Terms

A. Wherever used in this Agreement (including the Exhibits hereto) and printed with initial or all capital letters, the terms listed below have the meanings indicated, which are applicable to both the singular and plural thereof:

1. *Addenda*--Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Documents.

2. *Additional Services*--The services to be performed for or furnished to OWNER by ENGINEER in accordance with Exhibit A, Part 2 of this Agreement.

3. *Agreement*--This "Standard Form of Agreement between OWNER and ENGINEER for Professional Services," including those Exhibits listed in Article 8 hereof.

4. *Application for Payment*--The form acceptable to ENGINEER which is to be used by Contractor in requesting progress or final payments for the completion of its Work and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

5. *Asbestos*--Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

6. *Basic Services*--The services to be performed for or furnished to OWNER by ENGINEER in accordance with Exhibit A, Part 1, of this Agreement.

7. *Bid*--The offer or proposal of the bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

8. *Bidding Documents*--The advertisement or invitation to Bid, instructions to bidders, the Bid form and attachments, the Bid bond, if any, the proposed Contract Documents, and all Addenda, if any.

9. *Change Order*--A document recommended by ENGINEER, which is signed by Contractor and OWNER to authorize an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Construction Agreement.

10. *Construction Agreement*--The written instrument which is evidence of the agreement, contained in the Contract Documents, between OWNER and Contractor covering the Work.

11. *Construction Contract*--The entire and integrated written agreement between the OWNER and Contractor concerning the Work.

12. *Construction Cost*--The cost to OWNER of those portions of the entire Project designed or specified by ENGINEER. Construction Cost does not include costs of services of ENGINEER or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, or OWNER's costs for legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project, or the cost of other services to be provided by others to OWNER pursuant to Exhibit B of this Agreement. Construction Cost is one of the items comprising Total Project Costs.

13. *Contract Documents*--Documents that establish the rights and obligations of the parties engaged in construction and include the Construction Agreement between OWNER and Contractor, Addenda (which pertain to the Contract Documents), Contractor's Bid (including documentation accompanying the Bid and any post-Bid documentation submitted prior to the notice of award) when attached as an exhibit to the Construction Agreement, the notice to proceed, the bonds, appropriate certifications, the General Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Construction Agreement, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders, and ENGINEER's written interpretations and clarifications issued on or after the Effective Date of the Construction Agreement. Approved Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents.

14. *Contract Price*--The moneys payable by OWNER to Contractor for completion of the Work in accordance with the Contract Documents and as stated in the Construction Agreement.

15. *Contract Times*--The numbers of days or the dates stated in the Construction Agreement to: (i) achieve Substantial Completion, and (ii) complete the Work so that it is ready for final payment as evidenced by ENGINEER's written recommendation of final payment.

16. *Contractor*--An individual or entity with whom OWNER enters into a Construction Agreement.

17. *Correction Period*--The time after Substantial Completion during which Contractor must correct, at no cost to OWNER, any Defective Work, normally one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee or specific provision of the Contract Documents.

18. *Defective*--An adjective which, when modifying the word Work, refers to Work that is unsatisfactory, faulty, or deficient, in that it does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents, or has been damaged prior to ENGINEER's recommendation of final payment.

19. *Documents*--Data, reports, Drawings, Specifications, Record Drawings, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by ENGINEER to OWNER pursuant to this Agreement.

20. *Drawings*--That part of the Contract Documents prepared or approved by ENGINEER which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings are not Drawings as so defined.

21. *Effective Date of the Construction Agreement*--The date indicated in the Construction Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Construction Agreement is signed and delivered by the last of the two parties to sign and deliver.

22. *Effective Date of the Agreement*--The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

23. *ENGINEER's Consultants*--Individuals or entities having a contract with ENGINEER to furnish services with respect to this Project as ENGINEER's independent professional associates, consultants,

subcontractors, or vendors. The term ENGINEER includes ENGINEER's Consultants.

24. *Field Order*--A written order issued by ENGINEER which directs minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

25. *General Conditions*--That part of the Contract Documents which sets forth terms, conditions, and procedures that govern the Work to be performed or furnished by Contractor with respect to the Project.

26. *Hazardous Environmental Condition*--The presence at the Site of Asbestos, PCB's, Petroleum, Hazardous Waste, or Radioactive Materials in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Work.

27. *Hazardous Waste*--The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

28. *Laws and Regulations; Laws or Regulations*--Any and all applicable laws, rules, regulations, ordinances, codes, standards, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

29. *PCB's*--Polychlorinated biphenyls.

30. *Petroleum*--Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

31. *Radioactive Materials*--Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

32. *Record Drawings*--The Drawings as issued for construction on which the ENGINEER, upon completion of the Work, has shown changes due to Addenda or Change Orders and other information which ENGINEER considers significant based on record documents furnished by Contractor to ENGINEER and which were annotated by Contractor to show changes made during construction.

33. *Reimbursable Expenses*--The expenses incurred directly by ENGINEER in connection with the

performing or furnishing of Basic and Additional Services for the Project for which OWNER shall pay ENGINEER as indicated in Exhibit C.

34. *Resident Project Representative*--The authorized representative of ENGINEER, if any, assigned to assist ENGINEER at the Site during the Construction Phase. The Resident Project Representative will be ENGINEER's agent or employee and under ENGINEER's supervision. As used herein, the term Resident Project Representative includes any assistants of Resident Project Representative agreed to by OWNER. The duties and responsibilities of the Resident Project Representative are as set forth in Exhibit D.

35. *Samples*--Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

36. *Shop Drawings*--All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to ENGINEER to illustrate some portion of the Work.

37. *Site*--Lands or areas indicated in the Contract Documents as being furnished by OWNER upon which the Work is to be performed, rights-of-way and easements for access thereto, and such other lands furnished by OWNER which are designated for use of Contractor.

38. *Specifications*--That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.

39. *Substantial Completion*--The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of ENGINEER, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

40. *Supplementary Conditions*--That part of the Contract Documents which amends or supplements the General Conditions.

41. *Total Project Costs*--The sum of the Construction Cost, allowances for contingencies, the total costs of services of ENGINEER or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, or OWNER's costs for legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project, or the cost of other services to be provided by others to OWNER pursuant to Exhibit B of this Agreement.

42. *Work*--The entire completed construction or the various separately identifiable parts thereof required to be provided under the Contract Documents with respect to this Project. Work includes and is the result of performing or furnishing labor, services, and documentation necessary to produce such construction and furnishing, installing, and incorporating all materials and all equipment into such construction, all as required by the Contract Documents.

43. *Work Change Directive*--A written directive to Contractor issued on or after the Effective Date of the Construction Agreement and signed by OWNER upon recommendation of the ENGINEER, ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change directed or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

44. *Written Amendment*--A written amendment of the Contract Documents signed by OWNER and Contractor on or after the Effective Date of the Construction Agreement and normally dealing with the non-engineering or non-technical rather than strictly construction-related aspects of the Contract Documents.

ARTICLE 8 - EXHIBITS AND SPECIAL PROVISIONS

8.01 Exhibits Included

- A. Exhibit A, "ENGINEER's Services."
- B. Exhibit B, "OWNER's Responsibilities."
- C. Exhibit C, "Payments to Engineer for Services and Reimbursable Expenses."

D. Exhibit D, "Duties, Responsibilities and Limitations of Authority of Resident Project Representative."

E. Exhibit E, "Notice of Acceptability of Work."

F. Exhibit F, "Construction Cost Limit."

G. Exhibit G, "Insurance."

H. Exhibit H, "Special Provisions."

I. Exhibit I, "DBE Goal."

8.02 Total Agreement

A. This Agreement (consisting of pages 1 to 12 inclusive, together with the Exhibits identified above) constitutes the entire agreement between OWNER and ENGINEER and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

By signing this contract, Engineer 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.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER: City of Killeen

ENGINEER: Pape-Dawson Engineers, Inc.



By: Kent Cagle

By: Cara C. Tackett, P.E.

Title: City Manager

Title: Managing Principal, Water Resources

Date Signed: _____

Date Signed: 03/09/2023

Address for giving notices:

Address for giving notices:

P.O. Box 1329

2000 NW Loop 410

Killeen, TX 76540-1329

San Antonio, TX 78213

Designated Representative (paragraph 6.02.A):

Designated Representative (paragraph 6.02.A):

Edwin Revell

Title: Executive Director of Development Services

Title: _____

Phone Number: 254-501-7628

Phone Number: _____

Facsimile Number: 254-501-7633

Facsimile Number: _____


E-Mail Address: erevell@killeentexas.gov

E-Mail Address: _____

This is **EXHIBIT A**, consisting of 21 pages, referred to in and part of the **Agreement between OWNER and ENGINEER for Professional Services** dated _____, _____.

Initial:

OWNER _____
ENGINEER _____



ENGINEER's Services

Article 1 of the Agreement is amended and supplemented to include the following agreement of the parties. ENGINEER shall provide Basic and Additional Services as set forth below.

PART 1 – PAPE-DAWSON ENGINEERS, INC PROPOSAL – SCOPE OF SERVICES
(SEE NEXT PAGE)

March 7, 2023

Andrew Zagars, P.E.
City of Killeen
3201-A S.W.S. Young Drive
City of Killeen, Texas 76542

Re: City of Killeen Stagecoach Rd Reconstruction

Dear Mr. Zagars:

We are pleased to present this proposal for providing civil engineering and surveying services in connection with the above referenced project. Our proposed scope of services and associated fees are as follows:

Project Limits

The project limits are from Aquilla Dr to E Trimmier Rd for approximately 3.75 miles.

Proposed Facility

Proposed roadway is a 5-lane roadway with curb and gutter, turn lanes, and sidewalk.

Design Criteria

The proposed design criteria for the project will be developed from City of Killeen, Bell County and TxDOT design criteria. It is anticipated that in most cases the most stringent of the Design Criteria.

1. PROJECT MANAGEMENT AND COORDINATION (TASK 501) \$75,000

a. Communication:

- Designate one Licensed Professional Engineer (Texas) to be responsible for the project management, and all communications with the City and its representatives.

b. Monthly Progress Report, Invoices, and Billings (12 months assumed):

- Submit monthly progress status reports to the City. Progress reports will include deliverable table, tasks completed, tasks/objectives that are planned for the upcoming periods, lists or descriptions of items or decisions needed from the City and its representatives. Subconsultant progress will be incorporated into the monthly progress report. A copy of the monthly progress report will be submitted to the City.
- Prepare correspondence, invoices, and progress reports on a monthly basis in accordance with current City requirements.

c. Quality Assurance and Quality Control (QA/QC) Plan:

- For each deliverable submittal, provide evidence of their internal review and mark-up of that deliverable as preparation for submittal and in accordance with submitted project specific QA/QC plan.
- Provide continuous QA/QC throughout the duration of the scheduled services included herein to appraise both technical and business performance and provide direction for project activities.

d. Project Coordination & Administration:

- Prepare and maintain routine project record keeping including records of meetings and minutes.
- Correspondence and coordination will be handled through & with the concurrence of the CITY.
- Manage project activities (including documenting emails, phone and conference calls, maintain project files for the length of the project, meeting agendas, meeting minutes, and schedule meetings), direct Engineer's team/staff, coordinate and review sub-consultant work, correspond with the City and its representatives, and assist the City and its representatives in preparing responses to project-related inquiries.

e. Progress/Coordination Meetings (4 external meetings assumed):

- Attend a kickoff meeting and coordination/progress meeting with the City and its representatives and stakeholders, as necessary to communicate development of the project and design issues.
- Prepare agenda and sign-in sheets for external coordination/progress meetings.
- Prepare meeting minutes for review via email within three (3) business days of the external coordination/progress meeting.
- Conduct internal coordination meetings as required to advance the development of the project.

f. Project Schedule:

- Maintain a project schedule indicating tasks, subtasks, critical dates, milestones, and deliverables. Submit to City as requested.

g. **Deliverables:**

- Monthly Invoices and Progress Reports including Deliverable Table
- Project Specific QA/QC Plan
- Meeting Minutes, Sign-In Sheets, and Agendas
- Project Schedule and Updates
- Project Files
- QA/QC Documentation with Deliverable

2. PRELIMINARY DESIGN (TASK 202)

\$100,000

a. Data Collection:

Perform record research and obtain existing information, including but not limited to: as-built plans, construction plans, right of way maps, traffic data, environmental reports, studies, future land use maps, floodplain data, official copies of FEMA floodplain and drainage models and analyses. Obtain construction plans for projects within the project limits and abutting roadways. Obtain drainage studies, reports, and mapping for the project area, including reports for developments affecting the drainage area. Obtain existing schematic from CITY.

- Conduct a field investigation of the proposed roadway alignment and the surrounding area to determine field conditions including photographic record of notable existing features.
- Review the data collected and organize the information.

b. Stakeholder Coordination (2 meetings assumed):

- Schedule, coordinate logistics for and prepare agendas, sign in sheets, meeting minutes, discussion topics, presentations, overall exhibits, and maps of the project limits for stakeholder coordination.
- Coordinate with affected local agencies and City's consultants. Includes preparing/reviewing presentations and other communications materials for elected official briefings.
- Attend meeting with stakeholders (2 meetings assumed).

c. Design Development:

- Analyze and identify project-specific design criteria (typical sections, design speed, functional classification, geometric criteria) in accordance with the latest versions of the TxDOT Roadway Design Manual.
- Develop preliminary construction phasing alternatives, including cost and duration for each phase considered.
- Develop schematic roll plots and/or exhibits to depict the preliminary design concept with the City and stakeholders.
- The Engineer will coordinate with the City to select a preferred alternative for construction phasing and details prior to beginning PS&E.

d. **Deliverables:**

- Meeting Minutes, Sign-In Sheets, Agendas, Presentations, Maps, and Exhibits for all Stakeholder Coordination Meetings.
- Draft and Final Constraints Map Refined Route Option and Technical Memorandum Recommendation (pdf and hardcopies)
- Draft and Final Design Summary Form (pdf and hardcopies).

3. ENVIRONMENTAL REVIEW REPORT (TASK 232) \$70,000

a. Environmental Project Management and Coordination

This item represents an allowance for time not specifically required for design purposes:

- Preparation of exhibits for marketing, permitting, etc. as requested.
- Coordinate project team to meet schedule and deliverables.
- Attend project coordination meetings. Proposal allows twelve (12) hours of meetings.

b. Environmental Review Report

As part of the project planning process, a natural resource desktop review and limited field assessment to occur including:

- Desktop review of U.S. Fish and Wildlife Service (USFWS) and Texas Parks and Wildlife Department threatened and endangered species listed for the county
- Review of the likelihood of occurrence of endangered species to be found on the property using aerial photography
- Review of the National Wetland Inventory, National Hydrography Dataset, and Federal Emergency Management Agency stream data to determine for the potential of jurisdictional waters
- Hazardous materials database search for hazardous materials concerns
- Report to be prepared describing endangered species assessment methodology and characteristics of the property that support the conclusions of habitat potential, the potential for jurisdictional waters to occur on the subject property, and environmental concerns pertaining to hazardous materials.

c. County Due Diligence:

- The Environmental Services will include studies and documentation required, per the Williamson County Environmental Protocol, for the various regulating authorities, including the Texas Historical Commission (THC), U.S. Army Corp of Engineers (USACE), U.S. Fish and Wildlife Service (USFWS), and Williamson County Conservation Foundation (WCCF). The intention of the Environmental Services is to attain necessary clearance letters and approvals in order to proceed with the proposed project.

d. Data Collection & Field Reconnaissance:

- Obtain and update periodically publicly available information including but not limited to: locations of public buildings (schools, churches, parks), aerial photography, National Wetland Inventory Maps, County Soil Survey Maps, Texas Commission on Environmental Quality (TCEQ) & Environmental Protection Agency (EPA) Hazardous Materials Database Information, FEMA Floodplain Information, Vegetation Information, Environmental Information from the appropriate local, state, or federal agencies, including for state and federally-listed species, Edwards Aquifer Information.

- Conduct a regulatory records review to identify listed hazardous waste generators, treatment, storage and disposal facilities; solid waste landfills, unauthorized sites; documented spills; oil and gas exploration and production sites; and underground storage tank sites within the proposed site location. The review will also identify other environmental risks along the project corridor.
 - Conduct field reconnaissance to visually inspect the project site for additional risks and field verify any environmental risks identified by the regulatory records review
- e. Section 404 Clean Water Act Compliance:
- Conduct a site visit that will delineate wetland boundaries and ordinary high-water marks of jurisdictional waters within the project ROW. It is anticipated that this project will be covered under a Nationwide Permit (NWP 14) without a pre-construction notification (PCN).
 - Prepare a Jurisdictional Waters Delineation Report identifying specific impacts of the project on the Waters of the U.S. (including special aquatic sites), measures to minimize the impacts will be identified, and discuss applicable Section 404 options in accordance with current permits and conditions based on data collection and field reconnaissance.
 - *If it is determined, after the Jurisdictional Waters Delineation Report, that a PCN is required; a supplemental work authorization would be required. The Jurisdictional Waters Delineation Report and NWP with PCN are subject to the U.S. Army Corps of Engineers Forth Worth District review and issuance of a permit.*
- f. Texas Antiquities Code (TAC) Compliance:
- Prepare an Agency Consultation Letter for the lead regulatory agency in order to determine if field reconnaissance is necessary, and the level of effort required.
 - If necessary, prepare a Project Initiation Letter, Texas Antiquities Permit Application, and Associated Scope of Work based on data collection and field reconnaissance.
 - Conduct a pedestrian survey and report of sufficient intensity to determine the nature, extent, and potential significance of any cultural resources located within the Area of Potential Effect in accordance with full report guidelines as outlined by the Texas Historical Commissions Rules of Practice and Procedures.
 - Coordination with Texas Historical Commission including submittals to Texas Historical Commission and project records to the appropriate curation facility per Texas Historical Commission requirements.
 - *If U.S. Army Corps of Engineers (USACE) permitting for Waters of the U.S. under the Clean Water Act (Section 404/408) following jurisdictional delineations is necessary, additional cultural resources investigation may be required. If needed, investigations under Section 106 of the NHPA to be coordinated with the USACE regulatory archaeologist under a supplemental scope and fee.*

g. **Deliverables:**

- Draft & Final Environmental Due Diligence Report
- Draft & Final Jurisdictional Waters Delineation Report
- Draft & Final Texas Antiquities Permit Application Associated Scope of Work and Report

4. SUBSURFACE UTILITY ENGINEERING (TASK 390) \$82,000

- a. See attached proposal in Exhibit A

5. SURVEYING (TASK 105) \$80,000

- a. Right of Entry (5 letters assumed):

- Prepare and mail right of entry letters per the City's standard for the project team including geotechnical and environmental. Send a second follow up letter to non-responsive property owners.

- b. Field Surveying:

- Recover and verify existing horizontal and vertical control established for prior construction. Reestablish control where necessary.
- Locate existing visible and above ground utilities along designated route.
- Acquire invert elevations of Storm Sewer, Wastewater Manholes and inlet boxes where accessible. Determine elevation of water valves, where accessible.
- Locate underground utilities located, potholed and marked by Subsurface Utility Engineer.
- Detail culverts crossings on Stagecoach Road at Trimmier and Embers Creeks. Collect two cross sections, upstream and downstream from culvert on Trimmier Creek.
- Supplement LIDAR topographic information where needed.
- Survey the area at approximately **50-foot** sections **75-feet** on either side of the proposed roadway centerline including locate visible improvements and utilities including driveways, water wells, storage tanks, drainage structures (size, material, flowline elevations), edge of pavement/shoulder, physical centerline, guardrail, fences, signs, mailboxes, trees 8" inch diameter and greater, locate property boundaries sufficient to re-establish apparent ROW.

- c. LiDAR Surveying:

Complete a control, improvement, topographic, and utility survey within approximately 3.8 miles of Stagecoach Road from the Aquila Dr to E. Trimmier Road in Killeen, TX

- Targets for mobile LiDAR will be set at approximately 700' intervals within the project limits. They will consist of chevrons painted on the pavement with a PK nail set on the inside corner of the chevron.

- Ground truthing cross section sections will be collected at the beginning and end of the project limits and half way between ground control targets to minimize calibration bias, and will consist of a minimum of 5 points (3 on pavement and 2 on natural ground).
- Mobile LiDAR data will be collected within the project limits, from apparent ROW to apparent ROW.
- The acquired mobile LiDAR data will be calibrated to control targets set on the project.
- The calibrated mobile LiDAR will be checked against the ground truthing cross sections to ensure the calibration is holding away from control. At this point the data will be approved for production
- A ground truthing and calibration report will be produced as evidence of the calibration accuracy showing the expected accuracy of the LiDAR data within the project limits.
- Topographic data will be extracted from the Mobile LiDAR point cloud and a MicroStation 3D DTM drawing and associated GEOPAK tin file will be generated.
- The final DTM will be checked against the ground truthing points to ensure the extracted data is accurately representing the calibrated LiDAR data
- Conventional survey will be supplemented where lidar data cannot be completed.
- As-builts of existing utilities will be provided by client. If no as-builts are available, additional features may be extracted from the lidar data for an additional fee.

d. **Deliverables:**

- Right of Entry Letters, Follow Up Letters, and Executed Right of Entry Documents.
- Mapping in 2-D and 3-D MicroStation Files
- PDF of each Surveyor Project Notebook

6. GEOTECHNICAL SERVICES (TASK 292)

\$100,000

a. Soil Borings:

- Perform twenty-five (25) pavement borings, spaced approximately at 0.15 miles (800 lineal feet apart) to a depth of fifteen (15) feet.
- Develop soil boring layout for approval from the County prior to mobilization.

b. Geotech Report:

- Provide a Geotechnical Investigation Report for the project evaluated by a professional geotechnical engineer Licensed in the State of Texas. The following items will be included in the geotechnical report: soil boring locations, boring logs (TxDOT Wincore output graphs/format), and plan of borings, subsurface exploration procedures, encountered subsurface conditions, field and laboratory test results, description of surface and subsurface conditions, and groundwater conditions. Swell potential evaluations, Pavement thickness design alternatives with subgrade stabilization and PVR calculations.

- Provide Soil Core Hole Drilling required for pavement borings. Follow the procedures in the City of Killeen Transportation Manual and contact the appropriate utility location services to have underground utilities located prior to drilling in an area.
- Perform appropriate laboratory tests on soil samples recovered from the borings. Laboratory testing will include but not limited to moisture content, liquid limit, plastic limit, unconfined compression, Texas Triaxial, resilient modulus, and free swell, sulfate testing, and particle size analysis tests, visual classification, dry density, Dynamic Cone Penetrometer (DCP), sulfate content tests, lime series analyses.
- Perform a pavement condition assessment consisting of field inspection on existing pavement conditions and all other pertinent features that could affect the pavement design including observations of subsurface water.
- Create a Preliminary Pavement Report and Final Pavement Report based on field testing, subsequent laboratory testing, following the format noted in the Williamson County Design Criteria Manual.
- Prepare and analyze three (3) pavement design options. The options will consist of a full-depth hot mix design with stabilized subgrade. Full depth reclamation (FRD) will also be considered as an option. All pavement design analyses should be performed with TxDOT software FPS-21.

7. PLAN PREPARATION (PS&E) SERVICES (TASK 504

\$1,200,000

Prepare plans per the current City design criteria including applicable submittal requirements for cost estimate, checklists, hardcopies, CAD files, comment responses, design waivers/exceptions, general notes, quantities, updated design schedule, construction time determination. The engineer will develop and submit these Plans, Specifications & Estimates (PS&E) at 60%, 90%, and Final Design.

PS&E Design includes layouts and details required to establish the proposed roadway alignment and profile, provide positive drainage to existing storm drain structures, replace existing and/or construct new curb and sidewalk, traffic control and constructibility, replace existing pavement markings, and maintain storm water and pollution protection. Utility relocation design will be addressed as needed. Plansheets are anticipated to include:

a. Roadway/General:

- Title Sheet
 - Prepare a project title sheet as required for the construction plans, utilizing the template provided by the County.
- Index of Sheets
 - Prepare an index sheet(s) that shows each sheets location in the plan set.
- Project Layout
 - Prepare a project layout sheet(s) that clearly indicates the limits of the entire project.

- **Typical Sections**
 - Prepare typical section(s) for all proposed and existing roadways, cross streets with the shared use path.
 - Develop details for pavement transitions and end conditions, saw cuts at abutting roadways, cut and restore operations, and overlays as required.
- **General Notes**
 - Prepare general notes for applicable project-specific items, utilizing the master general notes provided by the County.
- **Survey data**
 - Prepare benchmark layout sheet(s) that clearly indicate the benchmark locations and associated control information.
- **Horizontal Alignment Data**
 - Prepare horizontal alignment data sheet(s) that depict the horizontal geometric information for the roadways to be included in the construction plan set.
- **Summary Sheets**
 - Prepare summary sheet(s) that tabulate, combine, and summarize quantities of the various construction items.
- **Removal Plans**
 - Prepare removal sheet(s) that clearly identify any items to be removed.
- **Roadway Plan & Profiles**
 - Prepare roadway plan and profile sheets that depict the proposed roadway improvements.
- **Side Street/Intersection Plans**
 - Prepare side street/intersection layout sheets.
 - Provide contours or details of drainage patterns for street intersections including slope or elevations along gutter to avoid ponding at intersections. Where applicable, provide details of volume of flow and velocity through intersections.
- **Miscellaneous**
 - Develop miscellaneous roadway detail sheets for the project that depict details required, which are not defined in standard detail sheets.
- **Cross Sections**
 - Develop cross sections at 50-foot stations and other locations as necessary for the determination of cut and fill quantities. These sections will also be used to further refine the design vertical geometry.

b. Traffic Control:

- Traffic Control Plans (TCP)
 - Prepare traffic control typical section(s) for each stage of the construction sequence to clearly delineate the position of the existing traffic with respect to the proposed construction.
 - Prepare a detailed narrative for the sequence of construction and traffic control general notes utilizing the sequence approved during the schematic phase. Any changes to the sequence of construction will be approved by the County prior to developing detailed TCP layouts.
 - Prepare detailed TCP layouts for each phase.
 - Develop traffic control detail(s) for items not covered by County or TxDOT standard details.
 - Compute an Engineer's opinion of construction schedule in order to determine an approximate duration for each of the phases of construction.
 - Consider the construction sequence and plan for temporary functioning of drainage systems.

c. Signing and Pavement Markings Layouts:

- Prepare signing and pavement marking layouts for limits of full depth reconstruction.
- Prepare pavement marking details for non-standard conditions.
- Prepare detail sheets for small signs for non-standard signs.

d. Stormwater Pollution Prevention Plan (SW3P):

- Prepare stormwater pollution prevention layout sheets for each phase of construction.

e. **Deliverables:**

- 60%, 90%, & Final Plansheet Submittals including applicable Williamson County Submittal Checklists.
- Engineer's Opinion of Probable Construction Cost
- Design Summary Form
- MicroStation OpenRoads Designer final design files
- Cross Sections
- Final Surface DTM
- Estimated Construction Schedule

8. DRAINAGE STUDY (TASK 390)

\$250,000

(2 Locations, approx. 300' east of Flanigan Drive and Stagecoach at Tyler Drive):

- a. Data Collection and Coordination:
 - Coordinate with City of Killeen on drainage analysis solution
 - Review and collect data related to drainage issues at 2 locations (approx. 300' east of Flanigan Drive and Stagecoach at Tyler Drive)
- b. Hydrologic and Hydraulic Analysis:
 - Delineate drainage areas for structures at 2 locations
 - Calculate existing and proposed conditions hydrologic parameters
 - Calculate existing and proposed conditions flows
 - Develop existing and proposed conditions hydrologic models using HEC-HMS
 - Develop existing conditions 2-Dimensional model using HEC-RAS
 - Develop proposed conditions 2-Dimensional model using HEC-RAS
 - Develop proposed solution to drainage issues noted at 2 locations (approx. 300' east of Flanigan Drive and Stagecoach at Tyler Drive)
 - Prepare preliminary design and layout for the cross-drainage structures necessary to solve drainage issues at 2 locations.
- c. Documentation:
 - Document analysis in the form of a letter report
 - Create exhibits and tables of modeling results of the drainage analysis
 - If detention is recommended or required prepare a routing analysis to determine preliminary size and ROW needs for proposed detention ponds.

Deliverables:

- Schematic Preliminary and Final Drainage Reports signed and sealed by a professional engineer in the State of Texas.
- Applicable GIS, Hydrologic and Hydraulic Models or CAD files referenced in the drainage study.

9. BIDDING PHASE SERVICES (TASK 401) \$25,000

- a. Bidding Phase Services:
 - Prepare all applicable construction documents for bidding. Attend the pre-bid meeting. Respond to bidder's questions during the bid period. Prepare project addenda up to three (3) during bid period. Analyze contractor bids, prepare bid tabulation, and make recommendation for award to the apparent low bidder via a letter. Attend the pre-construction conference.

b. **Deliverables:**

- Letter of Recommendation for Award, with Bid Tabulation.

THIS PROPOSAL ASSUMES AND/OR EXCLUDES THE FOLLOWING:

- ◆ Construction Phase Services
- ◆ Public Involvement
- ◆ Driveway Profiles And Details
- ◆ Row Survey and Mapping.
- ◆ Existing Storm Drain Modifications and Analysis
- ◆ Traffic Evaluations and Projections.
- ◆ CLOMR or LOMR.
- ◆ Nationwide Permit (Nwp 14 With A Pre-Construction Notification (Pcn).
- ◆ Threatened And Endangered Species Environmental Services

SUMMARY OF SCOPE AND FEES

1.	Project Management and Coordination	Task 501	\$75,000
2.	Preliminary Design	Task 202	\$100,000
3.	Environmental Review Report	Task 232	\$70,000
4.	Subsurface Utility Engineering	Task 390	\$82,000
5.	Surveying	Task 105	\$80,000
6.	Geotechnical Services	Task 292	\$100,000
7.	Plan Preparation (PS&E) Services	Task 50	\$1,200,000
8.	Drainage Study	Task 390	\$250,000
9.	Bidding Phase Services	Task 401	<u>\$25,000</u>
		Total:	\$1,982,000

BASIS OF COMPENSATION

Pape-Dawson's compensation for the above services shown as lump sum fee and will be billed by percent complete.

A budget of **\$1,982,000** is the estimated cost of Pape-Dawson's current understanding of the services above. This budget figure does not include any Direct Expenses (defined below) or applicable sales tax on services. If this budget figure is exceeded, Pape-Dawson may request modification of this Agreement.

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.

CITY OF KILLEEN



Brian Allen, P.E., CFM
Senior Project Manager

Signature: _____

Name: _____

Title: _____

Date: _____



Steven Dean, P.E., CFM
Vice President, Water Resources

**CITY OF KILLEEN
ACCOUNTS PAYABLE CONTACT INFO**

Name: _____

Address: _____

Phone: _____

Email: _____

O:\Marketing\Proposals\Letters\2023\03\230306a9 (P1087-23) AUS.docx





March 3, 2023

Brian Allen, P.E., CFM
 Pape-Dawson Engineers, Inc.
 10801 North Mopac Expressway
 Building 3 - Suite 200,
 Austin, TX 78759
 512-454-8711
BAllen@pape-dawson.com

**RE: Subsurface Utility Engineering
 City of Killeen Stagecoach Road**

Dear Mr. Allen:

The Rios Group, Inc. (TRG) is pleased to submit a cost proposal for Subsurface Utility Engineering (SUE) for the above referenced project. This proposal is based on information provided via email on February 28, 2023.

Introduction

TRG will perform SUE services for this project in general accordance with the recommended practices and procedures described in ASCE publication CI/ASCE 38-02 “Standard Guidelines for the Collection and Depiction of Existing Subsurface Utility Data.” As described in the publication, four levels have been established to describe and depict the quality of subsurface utility information. The four quality levels are as follows:

- Quality Level D (QL“D”) – Information obtained from existing utility records.
- Quality Level C (QL“C”) – Surveyed data depicting visible above-ground features supplemented with QL“D” information.
- Quality Level B (QL“B”) – Two-dimensional horizontal information obtained through the application and interpretation of non-destructive surface geophysical methods. Also known as “designating,” this level incorporates QL“C” information and provides horizontal positioning of subsurface utilities to within approximately 1.0 foot.
- Quality Level A (QL“A”) – Three-dimensional horizontal and vertical information obtained through non-destructive vacuum excavation equipment to expose utilities at critical points. Also known as “locating,” this level incorporates QL“B” information and provides horizontal and vertical positioning of subsurface utilities to within approximately 0.05 feet.

Scope of Work

Based on information provided by Pape-Dawson Engineers, Inc. (Client), TRG has developed a proposed scope for SUE services on this project. This scope may be modified, with Client and TRG concurrence, during the performance of work if warranted by changing or unexpected field conditions.

The scope of this proposal includes QL“C”/“D” SUE services to support the design of the subject project. The limits of the SUE investigation are highlighted in yellow on Exhibit B and will include the full width of the existing ROW of Stagecoach Road. TRG will attempt to depict the following utilities within this area: potable water, reclaimed water, chilled water, natural gas/crude oil/refined product pipelines, communication duct banks, fiber optic, cable television, telephone, electric, wastewater and storm drain facilities. Additionally, TRG will attempt to depict utility service lines, however, because these lines are often non-conductive and not shown on records TRG cannot guarantee all service lines will be included in the final deliverables. Irrigation lines and an inventory of overhead utilities are excluded from this scope of work.

Additionally, the scope of this proposal includes 50 hours (5 days) of QL“B” field work at key locations to be identified by the Client following a review of the QL“C”/“D” deliverables. TRG can attempt to designate the following utilities within the areas identified by the Client: potable water, reclaimed water, chilled water, natural gas/crude oil/refined product pipelines, communication duct banks, fiber optic, cable television, telephone, and electric. Wastewater and storm drain facilities will be inverted at manholes, and will be depicted as QL“C” information. Additionally, TRG will attempt to designate utility service lines, however, because these lines are often non-conductive and not shown on records TRG cannot guarantee all service lines will be included in the final deliverables. Irrigation lines and an inventory of overhead utilities are excluded from this scope of work.

In addition to providing QL“B” SUE services, TRG will attempt to provide Electronic Depth readings calculated by TRG’s geophysical equipment. If Electronic Depth readings can be obtained, they will be provided every 25 feet. However, due to the inconsistency with Electronic Depth readings, TRG cannot guarantee the accuracy of the information. Data will be provided for informational purposes only.

This proposal also includes up to twenty (20) QL“A” SUE test holes at locations that will be provided by the Client following a review of the QL“B”/“C”/“D” information.

The survey of SUE field markings and utility appurtenances is excluded from this scope of work. It is assumed that the Client’s surveyor will provide survey data of SUE field marks, test holes, and utility appurtenances at no cost to TRG.

Any necessary Right-Of-Entry (ROE) permits will be provided by the Client prior to the start of field work.

TRG Procedures

QL“D” and “C” – Records Research and Surface Feature Survey

It is the responsibility of the SUE provider to perform due-diligence with regard to records research and the acquisition of available utility records. The due-diligence provided for this project will consist of contacting the applicable One Call agency and associated utility owners/municipalities, visually inspecting the work area for evidence of utilities, and reviewing available utility record information. Additional utilities not identified through these efforts will be referred to as Unknown utilities.

QL “B” – Designating

Following a review of the project scope and available utility records with the project manager, TRG field personnel will begin designating the approximate horizontal position of known subsurface utilities within the project area. A suite of geophysical equipment that includes magnetic and electromagnetic induction will be used to designate conductive utilities. Where access is available, a sonde will be inserted into non-conductive utilities to provide a medium for transmission which can then be designated using geophysical equipment. Non-conductive utilities can also be designated using other proven methods, such as rodding and probing. TRG will make a reasonable attempt to designate Unknown utilities identified during field work; however, no guarantee is made that all Unknown utilities will be designated. Utilities will be marked and labeled to distinguish type and ownership. Field data depicting the designated utilities, as well as relevant surface features, will be produced to ensure accuracy and completeness of subsequent survey data. The TRG project manager will review the collected survey data, field data, and utility records for accuracy and completeness.

QL “A” – Locating

TRG will utilize non-destructive vacuum excavation equipment to excavate test holes at the requested locations. To layout the test holes, TRG will follow the QL “B” – Designating procedures described above. Once each utility is located, TRG will record the size, type, material, and depth. Test holes will be uniquely marked. Excavations will be backfilled by mechanical means with the appropriate material, and the original surface will be restored. If necessary, TRG can core pavement up to a depth of 12 inches. Asphalt surfaces will be repaired with an asphalt cold patch, and concrete cores will be epoxied in place, flush with the surrounding surface. TRG assumes that flowable fill will not be required when backfilling test holes and that full-section pavement repair (including sidewalks) will not be required to restore the original pavement surface. If requested, these services can be provided at an additional cost.

TRG will establish any necessary routine traffic control measures at no additional cost. However, if non-routine traffic control measures (lane closures, traffic detours, flagpersons, etc.) are required, this service will be invoiced as a direct expense. Due to the risk of damage, TRG will not attempt to probe or excavate test holes on AC water lines unless approval is obtained from the owner in advance. Additionally, excavation in rock, or to a depth greater than 18 feet, is considered beyond the scope of this proposal.

TRG has made the following assumptions with regard to the test holes on this project:

- All test holes will be accessible to truck-mounted vacuum excavation equipment.
- Right-Of-Way (ROW) permits from the City of Killeen (COK), Texas Department of Transportation (TxDOT) and/or Bell County will be required. TRG will obtain all required permits and ensure that coordination and compliance with the appropriate entity is provided.
- Designed traffic control plans will not be required. It is assumed that TxDOT typical TCP details will be utilized for any required lane closures.

Non-routine traffic control measures will be required. TRG will acquire the services of a qualified Maintenance-Of-Traffic (MOT) Subcontractor and ensure that adequate traffic control is provided.

- The coring of pavement will be required at up to five (5) locations.

Deliverables

TRG will provide the following as a final deliverable to the Client:

A utility file in CAD format depicting all designated and located utilities. The Client will provide TRG with any necessary background files for use in completing the final deliverables.

- A summary sheet of all test hole coordinate data and depth information.
- 8.5" x 11" Test Hole Data Forms for all test hole locations completed. These plans will be signed and sealed by a Professional Engineer and delivered to the Client in electronic PDF form.
- 11" x 17" SUE Plan Sheets depicting all designated and located utilities. These plans will be signed and sealed by a Professional Engineer and delivered to the Client in electronic PDF form.

Schedule

TRG can mobilize within three (3) weeks of receiving Notice-To-Proceed (NTP). TRG estimates that the QL"C"/"D" SUE work can be completed in thirty (30) working days, broken down as follows:

- Records Research – 20 days
- QL"C"/"D" deliverable preparation – 10 days (following receipt of planimetric survey from Client)

TRG estimates that the QL"B" SUE work can be completed in twenty (20) working days, broken down as follows:

- QL"B" field work – 5 days
- QL"B" deliverable preparation – 15 days (following receipt of survey data from Client)

TRG estimates that the QL"A" SUE work can be completed in twenty-seven (27) working days following approval of the any required ROW permits, broken down as follows:

- Layout test holes and QL"A" field work– 12 days
- QL"A" deliverable preparation – 15 days (following receipt of survey data from Client)

Estimated Fee

The total estimated cost to complete the work described herein is **Seventy-Four Thousand Four Hundred Forty-Eight Dollars and 21/100 (\$74,448.21)**. An itemized breakdown of cost is provided in Exhibit A. Please note that these pricings are based on an assumption of quantities, and that only actual quantities will be invoiced – up to the total Contract amount.

We look forward to working with you on this project. If there are any questions, please do not hesitate to call at 512.580.5440.

Respectfully,

The Rios Group, Inc.



Charlie Phipps
Project Manager



Hourly Office Labor	Rate	Assumed Quantity	Unit of Measure	Sub-Total	
Supervisory Engineer	\$ 190.86	8	HR	\$ 1,526.88	
SUE Project Manager	\$ 169.71	15	HR	\$ 2,545.65	
Professional Engineer	\$ 165.19	9	HR	\$ 1,486.71	
Assistant Project Manager	\$ 118.30	8	HR	\$ 946.40	
Engineer in Training	\$ 110.49	5	HR	\$ 552.45	
CADD Technician	\$ 74.84	150	HR	\$ 11,226.00	
Engineering Technician	\$ 74.67	20	HR	\$ 1,493.40	
Field Manager	\$ 127.23	20	HR	\$ 2,544.60	
Administrative Specialist	\$ 81.39	8	HR	\$ 651.12	
Sub-Total				\$ 22,973.21	
Direct Expenses	Rate	Assumed Quantity	Unit of Measure	Sub-Total	
ROW Permit	\$ 500.00	1	EA	\$ 500.00	
Traffic Control (Standard)	\$ 1,000.00	5	DAY	\$ 5,000.00	
Sub-Total				\$ 5,500.00	
QL"B" SUE Designating	Rate	Assumed Quantity	Unit of Measure	Sub-Total	
One Designating Person - TH Layout	\$ 160.00	20	HR	\$ 3,200.00	
One Designating Person	\$ 160.00	30	HR	\$ 4,800.00	
Two Person Designating Crew	\$ 250.00	20	HR	\$ 5,000.00	
Sub-Total				\$ 13,000.00	
QL"A" SUE Test Holes	Unit Rate - Depth	Outside Pavement Rate	Assumed Quantity	Unit Of Measure	Sub-Total
0 - 5 feet	\$ 1,315.00		10	EA	\$ 13,150.00
5 - 8 feet	\$ 1,600.00		5	EA	\$ 8,000.00
8 - 13 feet	\$ 1,995.00		5	EA	\$ 9,975.00
13 - 20 feet	\$ 2,575.00		0	EA	\$ -
Over 20 feet	\$ 3,025.00		0	EA	\$ -
Pavement Coring	\$ 370.00		5	EA	\$ 1,850.00
Test Hole Total			20		
Sub-Total					\$ 32,975.00
Total Estimated Cost					\$ 74,448.21

This is **EXHIBIT B**, consisting of 2 pages, referred to in and part of the **Agreement between OWNER and ENGINEER for Professional Services** dated _____, _____.

Initial:

OWNER _____
ENGINEER _____
deh

OWNER's Responsibilities

Article 2 of the Agreement is amended and supplemented to include the following agreement of the parties.

B2.01 In addition to other responsibilities of OWNER as set forth in this Agreement, OWNER shall:

A. Provide ENGINEER with all criteria and full information as to OWNER's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which OWNER will require to be included in the Drawings and Specifications; and furnish copies of OWNER's standard forms, conditions, and related documents for ENGINEER to include in the Bidding Documents, when applicable.

B. Furnish to ENGINEER any other available information pertinent to the Project including reports and data relative to previous designs, or investigation at or adjacent to the Site.

C. Following ENGINEER's assessment of initially-available Project information and data and upon ENGINEER's request, furnish or otherwise make available such additional Project related information and data as is reasonably required to enable ENGINEER to complete its Basic and Additional Services. Such additional information or data would generally include the following:

1. Property descriptions.
2. Zoning, deed, and other land use restrictions.
3. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
4. Explorations and tests of subsurface conditions at or contiguous to the Site, drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site, or hydrographic surveys, with appropriate professional interpretation thereof.
5. Environmental assessments, audits, investigations and impact statements, and other relevant environmental or cultural studies as to the Project, the Site, and adjacent areas.
6. Data or consultations as required for the Project but not otherwise identified in the Agreement or the Exhibits thereto.

D. Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of a Hazardous Environmental Condition or of any other development that affects the scope or time of performance of ENGINEER's services, or any defect or nonconformance in ENGINEER's services or in the work of any Contractor.

E. Authorize ENGINEER to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement as required.

F. Arrange for safe access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform services under the Agreement.

G. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by ENGINEER (including obtaining advice of an attorney, insurance counselor, and other advisors

or consultants as OWNER deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.

H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by ENGINEER and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.

I. Provide, as required for the Project:

1. Accounting, bond and financial advisory, independent cost estimating, and insurance counseling services.
2. Legal services with regard to issues pertaining to the Project as OWNER requires, Contractor raises, or ENGINEER reasonably requests.
3. Such auditing services as OWNER requires to ascertain how or for what purpose Contractor has used the moneys paid.
4. Placement and payment for advertisement for Bids in appropriate publications.

J. Advise ENGINEER of the identity and scope of services of any independent consultants employed by OWNER to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.

K. Furnish to ENGINEER data as to OWNER's anticipated costs for services to be provided by others for OWNER so that ENGINEER may make the necessary calculations to develop and periodically adjust ENGINEER's opinion of Total Project Costs.

L. If OWNER designates a construction manager or an individual or entity other than, or in addition to, ENGINEER to represent OWNER at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of ENGINEER.

M. If more than one prime contract is to be awarded for the Work designed or specified by ENGINEER, designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of ENGINEER as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.

N. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Substantial Completion and final payment inspections.

O. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of Samples, materials, and equipment required by the Contract Documents, or to evaluate the performance of materials, equipment, and facilities of OWNER, prior to their incorporation into the Work with appropriate professional interpretation thereof.

P. Provide inspection or monitoring services by an individual or entity other than ENGINEER (and disclose the identity of such individual or entity to ENGINEER) as OWNER determines necessary to verify:

1. That Contractor is complying with any Laws and Regulations applicable to Contractor's performing and furnishing the Work.
2. That Contractor is taking all necessary precautions for safety of persons or property and complying with any special provisions of the Contract Documents applicable to safety.

Q. Provide ENGINEER with the findings and reports generated by the entities providing services pursuant to paragraphs B2.01.O and P.

This is **EXHIBIT C**, consisting of 2 page, referred to in and part of the **Agreement between OWNER and ENGINEER for Professional Services** dated _____, _____

Initial:

OWNER _____
ENGINEER _____
doe

Payments to ENGINEER for Services and Reimbursable Expenses

Article 4 of the Agreement is amended and supplemented to include the following agreement of the parties:

ARTICLE 4 -- PAYMENTS TO THE ENGINEER

C4.01 *For Basic Services Having A Determined Scope*

A. OWNER shall pay ENGINEER for Basic Services set forth in Exhibit A, except for services of ENGINEER's Resident Project Representative and Post-Construction Phase, services, if any, as follows:

1. Progress payments in the amount of \$1,982,000 based on the following assumed distribution of compensation:

a. Project Mgmt. and Coord.	<u>\$75,000.00</u>
b. Preliminary Design	<u>\$100,000.00</u>
c. Environmental Review Report	<u>\$70,000.00</u>
d. Subsurface Utility Eng.	<u>\$82,000.00</u>
e. Surveying	<u>\$80,000.00</u>
f. Geotechnical Services	<u>\$100,000.00</u>
g. Plan Prep. (PS&E) Serv.	<u>\$1,200,000.00</u>
h. Drainage Study	<u>\$250,000.00</u>
i. <u>Bidding Phase Services</u>	<u>\$25,000.00</u>
Total	\$1,982,000.00

2. ENGINEER may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but shall not exceed the total amount unless approved in writing by the OWNER.

3. The amount includes compensation for ENGINEER's services and services of ENGINEER's Consultants, if any. Appropriate amounts have been incorporated to account for labor, overhead, profit, and Reimbursable Expenses.

4. The portion of the amount billed for ENGINEER's services will be based upon ENGINEER's estimate of the proportion of the total services actually completed during the billing period.

5. If more prime contracts are awarded for work designed or specified by ENGINEER for this Project than identified in Exhibit A, the ENGINEER shall be compensated an additional amount to be negotiated; however, in no case shall the amount of compensation exceed eighteen percent (18%) of the Project's estimated construction costs for all Basic Services for each prime contract added.

This is **EXHIBIT D**, consisting of 1 pages, referred to in and part of the **Agreement between OWNER and ENGINEER for Professional Services** dated _____, _____.

Initial:

OWNER _____
ENGINEER dsj _____

Duties, Responsibilities, and Limitations of Authority of Resident Project Representative

“NOT APPLICABLE”

This is **EXHIBIT E**, consisting of 1 pages, referred to in and part of the **Agreement between OWNER and ENGINEER for Professional Services** dated _____, _____.

Initial:

OWNER _____
ENGINEER JG

NOTICE OF ACCEPTABILITY OF WORK

“NOT APPLICABLE”

This is **EXHIBIT F**, consisting of 1 page, referred to in and part of the **Agreement between OWNER and ENGINEER for Professional Services** dated _____, _____.

Initial:

OWNER _____
ENGINEER _____ *dsj*

Construction Cost Limit

“NOT APPLICABLE”

This is **EXHIBIT H**, consisting of 1 page, referred to in and part of the **Agreement between OWNER and ENGINEER for Professional Services** dated _____, _____.

Initial:

OWNER _____
ENGINEER _____ *JS*

Special Provisions

“NOT APPLICABLE”

This is **EXHIBIT I**, consisting of 1 page, referred to in and part of the **Agreement between OWNER and ENGINEER for Professional Services** dated _____, _____.

Initial:

OWNER _____
ENGINEER _____

det

DBE Goal

“NOT APPLICABLE”

ADDENDUM TO STANDARD FORM OF AGREEMENT BETWEEN OWNER AND
ENGINEER FOR PROFESSIONAL SERVICES AGREEMENT

This ADDENDUM is attached to and made a part of the STANDARD FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES AGREEMENT between the City of Killeen as Owner and Pape-Dawson Engineers, Inc. as Engineer dated _____, 2023 (the “Standard Form”), and is among the following Parties:

Client: **The City of Killeen, Texas**

Attorney: **Naman, Howell, Smith & Lee, PLLC**

Consultant: **Pape-Dawson Engineers, Inc**

1. SERVICES TO BE PERFORMED

- 1.1 Consultant agrees to perform its work under the Standard Form agreement as a consulting expert pertaining to the lawsuit styled Cause No. 298,622-B; *McLean Construction, Inc. v. The City of Killeen, Texas v. Shallow Ford Construction Co., Inc.* – In the 146th Judicial District Court of Bell County, Texas (the Suit”).
- 1.2 In connection with its work, Consultant agrees to perform investigation, document review, and research to be able to consult with Attorney and/or Client and/or advise Attorney and/or Client as an expert with respect to Consultant’s findings. Consultant agrees to verbally report its facts, conclusions, and findings to Client and to Attorney, and if desired by Client, Consultant will prepare a written report and cause it to be sent or delivered to Attorney and/or Client. Consultant also agrees to assist Client and Attorney in trial preparation in those areas in which Consultant is qualified.
- 1.3 The Parties agree that Consultant will be performing services under this Agreement as an Independent Contractor.

2. CONFIDENTIALITY & PRIVILEGES

- 2.1 Consultant agrees to retain as confidential all non-public information obtained from Client and from Attorney. Consultant agrees not to release or discuss any of such confidential information unless Consultant has obtained the prior consent of Client or Attorney, or is deposed or is otherwise forced, compelled, or required to disclose this information by law or applicable government authority.
- 2.2 The Parties agree and affirm that any and all material, including but not limited to reports, drafts, drawings, graphs, charts, forecasts, instructions, communications, or correspondence, exchanged among the Parties concerning the service to be performed above, are expressly intended to be protected from disclosure to any outside person or party by the attorney-client privilege and/or the work product privilege. Consultant agrees that it will not disclose or

produce any such material to any outside person or party without Client or Attorney's prior written consent, unless compelled to do so by court order.

3. COMPENSATION

- 3.1 Consultant's work under the Standard Agreement will be billed to Attorney in accordance with the Standard Agreement. Attorney will forward all invoices from Consultant for said work to Client promptly upon receipt.
- 3.2 Payment to Consultant for each such invoice will be made by Attorney promptly after Attorney receives approval from Client and payment from Client for each such invoice. Consultant agrees to look solely to Client for payment of Consultant's invoices and agrees that Attorney will never be liable or responsible for paying Consultant's invoices but will be responsible only for forwarding payment to Consultant for Consultant's invoices after such invoices are approved by Client and after funds to pay them are provided by Client to Attorney.

4. SUSPENSION AND TERMINATION

- 4.1 This Agreement may be terminated by Client, Consultant or Attorney upon five (5) days written notice for any reason. Upon termination of Consultant's services by Client, Client shall promptly pay all fees and expenses incurred by Consultant, subject to receipt of a final invoice, by forwarding funds to pay such fees and expenses to Attorney for forwarding to Consultant.

5. OTHER MATTERS

- 5.1 ALL ACTIONS ARISING OUT OF THE PERFORMANCE OF THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS.
- 5.2 This Agreement may be executed in multiple identical counterparts (with one Party signing certain counterparts and the other Party signing other counterparts) or with detachable signature pages, which shall be construed together and shall be effective as if all executed in one, unified document. When all counterparts of this Agreement have been signed by the Parties, it shall constitute a binding agreement. This Agreement shall become effective as of the date set forth above immediately following execution by all of the Parties but shall apply to any consultations and/or communications between Consultant, Client and Attorney regarding the above referenced Suit occurring at any time prior hereto. A facsimile or electronic scan of signature pages shall be treated as an original and delivery of signature pages by facsimile or electronic scan shall constitute delivery for all purposes.

[Signature pages follow.]

THE CITY OF KILLEEN, TEXAS

By: _____

Name: _____

Title: _____

NAMAN, HOWELL, SMITH & LEE

By: _____

Name: _____

Title: _____

PAPE-DAWSON ENGINEERS, INC.

By: 

Name: Cara Tackett, P.E., LEED AP

Title: Managing Principal

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 2

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:
2023-992613

Date Filed:
03/09/2023

Date Acknowledged:

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

Pape-Dawson Engineers, Inc.
San Antonio, 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.

Stagecoach Road Reconstruction
Engineering and Surveying Services - City of Killeen Stagecoach Rd Reconstruction

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Shipman, Chuck	San Antonio, TX United States		X
	Tackett, Cara C	San Antonio, TX United States	X	
	Gaston, Gilmer	San Antonio, TX United States	X	
	Rion, Dennis	San Antonio, TX United States	X	
	Ramseur, Mark	Austin, TX United States	X	
	Preiss, Michael	Houston, TX United States	X	
	Wilson, Todd	San Antonio, TX United States	X	
	Wood, Rick	San Antonio, TX United States	X	
	Davis, Steven B.	Dallas, TX United States	X	
	Dawson, Sam	San Antonio, TX United States	X	
	Dawson, Taylor	San Antonio, TX United States	X	
	Dawson, Sr., Eugene H	San Antonio, TX United States	X	
	Dawson, Jr., Eugene H	San Antonio, TX United States	X	
	Dawson, III, Trey	San Antonio, TX United States	X	
	Weaver, Shauna	San Antonio, TX United States	X	
	Adame, Jon	San Antonio, TX United States	X	
	Carter, Tom	San Antonio, TX United States	X	
	Casanova, David	San Antonio, TX United States	X	

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

2 of 2

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:
2023-992613

Date Filed:
03/09/2023

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Pape-Dawson Engineers, Inc.
San Antonio, 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.
Stagecoach Road Reconstruction
Engineering and Surveying Services - City of Killeen Stagecoach Rd Reconstruction

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.

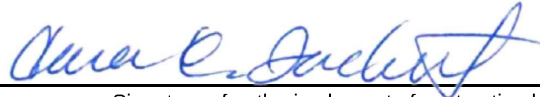
6 UNSWORN DECLARATION

My name is Cara C. Tackett, and my date of birth is 08/08/1970.

My address is 2000 NW Loop 410, San Antonio, TX, 78213, U.S.
(street) (city) (state) (zip code) (country)

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

Executed in Bexar County, State of Texas, on the 9th day of March, 202023
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)



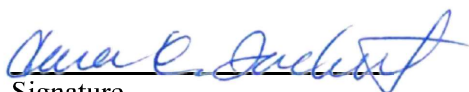
Contract Verification

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

03/09/2023
Date

Pape-Dawson Engineers, Inc.
Company Name

Managing Principal, Water Resources
Title



ENGINEERING DESIGN
CONTRACT STAGECOACH
ROADWAY RECONSTRUCTION

RS-23-058

March 21, 2023

161

Background

2

- Stagecoach was reconstructed and widened between 2013 and 2018.
 - ▣ The roadway showed signs of failure since the time the construction started.
- The initial project has resulted in a litigation with the previous contractor.
 - ▣ Studies have been performed to verify full replacement is needed
- Due to the litigation a third-party agreement with Naman, Howell, Smith and Lee, PLLC. has been determined to be the best method for the design contract

Background

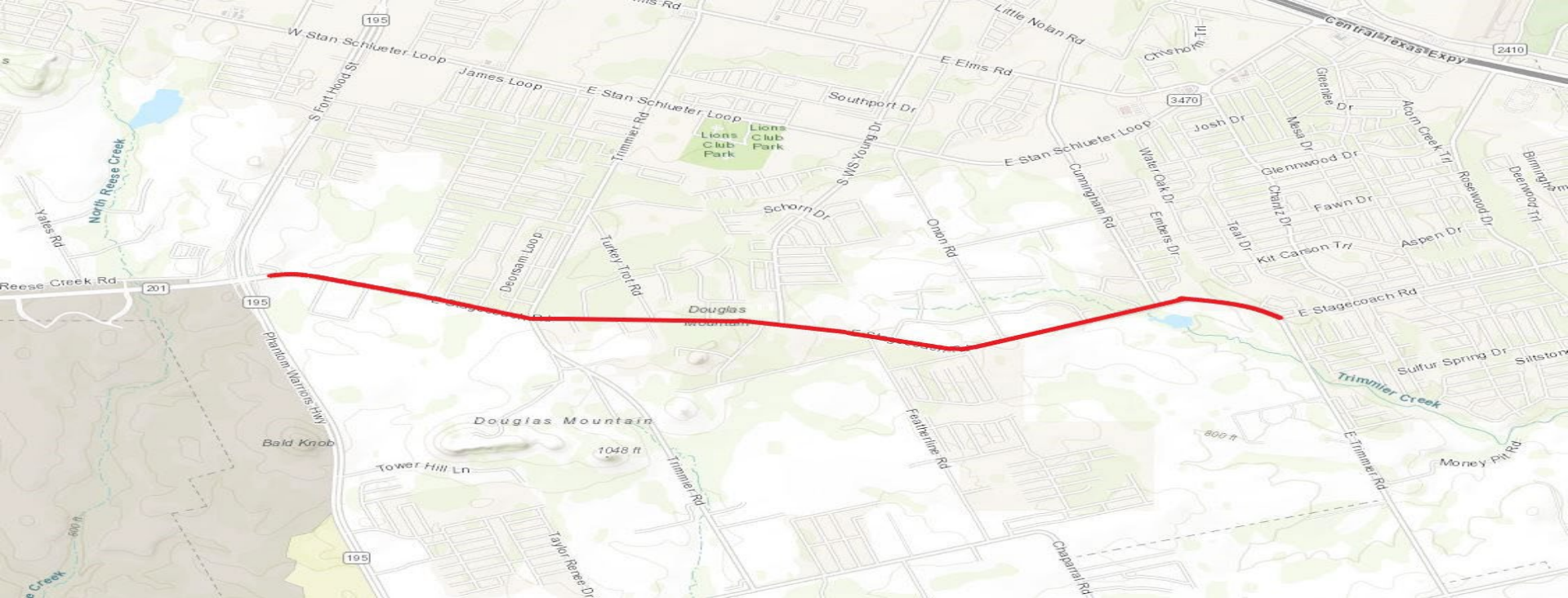
3

- On January 27, and January 30, 2023, consultant interviews were held
 - ▣ Consultants included Pape-Dawson Engineers, Garver, and Lockwood Andrews and Newnam, Inc.
 - ▣ Review Panel included, City Engineer, Director of Development Services, City Attorney, City Project Manager, Attorneys at Naman, Howell, Smith and Lee, PLLC.
- Pape-Dawson Engineers was selected as the consultant for the Stagecoach Roadway Replacement Project by the Committee.

Project Scope

4

- ❑ Total Project begins at SH 195 and ends at East Trimmer Road, approximately 3.8 miles.
- ❑ Full replacement of roadway that includes asphalt surface, base, and subbase as needed.
- ❑ Will be designed in accordance with the City of Killeen Pavement Design Manual, December 2022.
- ❑ Project will be designed and constructed in phases to accelerate construction.
- ❑ Address Drainage concerns at West end of project near SH 195



3

Project Limits

Hwy 195 to East Trimmier

Alternatives Considered

6

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

- Delay the design and construction of the Stagecoach Roadway Replacement Project
- Authorize a Professional Services Agreement and Amendment with Pape-Dawson Engineers in the amount of \$1,982,000.00 for the Engineering Design of the Stagecoach Roadway Replacement Project

Recommendation

7

- Staff recommends that the City Council Authorize a Professional Services Agreement and Amendment with Pape-Dawson Engineers in the amount of \$1,982,000.00 for the Engineering Design of the Stagecoach Roadway Replacement Project



City of Killeen

Staff Report

File Number: RS-23-059

1	City Council Workshop	03/21/2023	Reviewed and Referred	City Council	03/28/2023
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Consider a memorandum/resolution appointing members to the Downtown Advisory Committee.

DATE: March 21, 2023
TO: Kent Cagle, City Manager
FROM: Edwin Revell, Executive Director of Development Services
SUBJECT: Appoint Members to the Downtown Advisory Committee

BACKGROUND AND FINDINGS:

The City Council authorized the creation of the Downtown Advisory Committee on December 13, 2022 (RS-22-169R). The Committee’s purpose is to participate in the ongoing downtown revitalization efforts by engaging stakeholders and advocating for downtown Killeen. This Committee also assists the Downtown Revitalization Director in developing programs, promoting city and private events, and other activities encouraging historic preservation and economic development.

The City Council approved the committee be comprised of eleven (11) members, consisting of four (4) at-large representatives that are City of Killeen community member-business leaders and one (1) representative from each of the following entities:

- a. Killeen Arts Commission
- b. Heritage Preservation Board
- c. Fort Hood
- d. Downtown Merchant Association
- e. Hispanic-American Chamber of Commerce
- f. Innovation Black Chamber of Commerce
- g. Greater Killeen Chamber of Commerce

THE ALTERNATIVES CONSIDERED:

1. The City Council may choose not to appoint any members at this time,
2. Appoint one or more members,
3. Appoint the following ten (10) members, which consists of four (4) at-large representatives, and one (1) representative from the Killeen Arts Commission, Heritage Preservation Board, Fort Hood, Downtown Merchant Association, Innovation Black Chamber of Commerce, and the Greater Killeen Chamber of Commerce.

At-large Representative	Sharon Hines
At-large Representative	Carlos Pineda
At-large Representative	Toni Ringgold
At-large Representative	Melanie Baak
Killeen Arts Commission	Ashley Rodriguez
Heritage Preservation Board	Albert Galbreath
Fort Hood	Tenesa Davis

Downtown Merchant Association	Norman Mitchell
Innovation Black Chamber of Commerce	Khandiese Cooper
Greater Killeen Chamber of Commerce	Rebekah Moon
Hispanic-American Chamber of Commerce	Juan Rivera

Which alternative is recommended? Why?

Staff recommends that City Council appoint the ten (10) member committee so that the committee can begin to meet.

CONFORMITY TO CITY POLICY:

Making these appointments conforms to city policy.

FINANCIAL IMPACT:

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

There are no current or future expenditures with these appointments.

Is this a one-time or recurring expenditure?

N/A

Is this expenditure budgeted?

N/A

If not, where will the money come from?

N/A

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

N/A

RECOMMENDATION:

It is recommended that the City Council appoint the ten (10) member committee.

DEPARTMENTAL CLEARANCES:

This item has been reviewed by Legal.

ATTACHED SUPPORTING DOCUMENTS:

Presentation



DOWNTOWN ADVISORY COMMITTEE APPOINTMENTS

TMP-23-145

March 21, 2023

172

Background

2

- The City Council created the Downtown Advisory Committee on December 13, 2022 (RS-22-179). The committee's purpose is to participate in the ongoing downtown revitalization efforts by engaging stakeholders and advocating for downtown Killeen. This committee also assists the downtown revitalization director in developing programs, promoting city and private events, and other activities encouraging historic preservation and economic development.

Background

3

- The City Council approved a committee with eleven (11) members, consisting of four (4) at-large representatives that are City of Killeen community member-business leaders and one (1) representative from the following entities:
 - a. Killeen Arts Commission
 - b. Heritage Preservation Board
 - c. Fort Hood
 - d. Downtown Merchant Association
 - e. Hispanic-American Chamber of Commerce
 - f. Innovation Black Chamber of Commerce
 - g. Greater Killeen Chamber of Commerce

Recommended Appointments

4

- ❑ Killeen Arts Commission - Ashley Rodriguez
- ❑ Heritage Preservation Board - Albert Galbreath
- ❑ Fort Hood - Tenesa Davis
- ❑ Downtown Merchant Association - Norman Mitchell
- ❑ Innovation Black Chamber of Commerce - Khandiese Cooper
- ❑ Greater Killeen Chamber of Commerce - Rebekah Moon
- ❑ Hispanic-American Chamber of Commerce- Juan Rivera

Recommended Appointments

5

- At-large Representative - Sharon Hines
- At-large Representative - Carlos Pineda
- At-large Representative - Toni Ringgold
- At-large Representative - Melanie Baak

Alternatives

6

- ❑ Not appoint any members at this time.
- ❑ Appoint one or more members.
- ❑ Appoint the ten (11) presented members, four (4) at-large representatives, and one (1) from the Killeen Arts Commission, Heritage Preservation Board, Fort Hood, Downtown Merchant Association, Innovation Black Chamber of Commerce, the Greater Killeen Chamber of Commerce, and the Hispanic-American Chamber of Commerce.

Recommendations

7

- Staff recommends that City Council appoint the ten (11) presented members, four (4) at-large representatives, and one (1) from the Killeen Arts Commission, Heritage Preservation Board, Fort Hood, Downtown Merchant Association, Innovation Black Chamber of Commerce, the Greater Killeen Chamber of Commerce, and the Hispanic-American Chamber of Commerce.



City of Killeen

Staff Report

File Number: RS-23-060

1	City Council Workshop	03/21/2023	Reviewed and Referred	City Council	03/28/2023
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Consider a memorandum/resolution accepting the annual audit report for the fiscal year ended September 30, 2022.

DATE: March 21, 2023
TO: Kent Cagle, City Manager
FROM: Judith Tangalin, Executive Director of Finance
SUBJECT: FY 2022 Annual Audit

BACKGROUND AND FINDINGS:

The City Council previously approved the engagement of Pattillo, Brown, & Hill, LLP to perform the independent audit of the City’s financial records for the fiscal year ended September 30, 2022.

Pattillo, Brown, & Hill, LLP has completed its audit of the City of Killeen, as well as a Federal Single Audit, and Passenger Facility Charge Audit. Representatives of the firm will present the results of the audit to the City Council.

The City’s audits are required to be performed in accordance with generally accepted auditing standards set forth in the General Accounting Office’s (GAO) Government Auditing Standards, the provision of the Single Audit Act Amendments of 1996, the U.S. Office of Management and Budget (OMB) Uniform Guidance, and Audits of State and Local Governments.

The audit provides reasonable assurance that the financial statements of the City of Killeen for the fiscal year ended September 30, 2022, are free from material misstatement. The audit report has been compiled to meet all required provisions of the Government Accounting Standards Board.

THE ALTERNATIVES CONSIDERED:

1. Reject the annual audit report for the fiscal year ended September 30, 2022.
2. Accept the annual audit report for the fiscal year ended September 30, 2022.

Which alternative is recommended? Why?

Option number 2 is recommended.

CONFORMITY TO CITY POLICY:

Conforms to City Charter, Article III, Section 40 and the Financial Governance Policy VII.C External Audit

FINANCIAL IMPACT:

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

N/A

Is this a one-time or recurring expenditure?

N/A

Is this expenditure budgeted?

N/A

If not, where will the money come from?

N/A

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

N/A

RECOMMENDATION:

City Council accept the annual audit report for the fiscal year ended September 30, 2022.

DEPARTMENTAL CLEARANCES:

Legal

ATTACHED SUPPORTING DOCUMENTS:

N/A



FY 2022 ANNUAL AUDIT

RS-23-060

March 21, 2023

182

Major Funds – Unassigned Fund Balance

2

Fund	Balance @ 9/30 (Millions)	Fund Balance @ 22% (Millions)	Excess Above 22% (Millions)
General	\$33.72	\$24.97	\$8.75
Water & Sewer	\$11.19	\$9.90	\$1.29
Solid Waste	\$6.14	\$4.94	\$1.20
Drainage	\$1.28	\$1.20	\$0.08
Aviation	\$2.79	\$1.04	\$1.75
Street Maintenance	\$4.94	\$1.30	\$3.64
Hotel Occupancy Tax	\$1.66	\$0.72	\$0.9 ¹⁸³

Introduction of Audit Firm

3

- External audit firm:
 - ▣ Pattillo, Brown, & Hill, LLP
- Presenting annual audit findings:
 - ▣ Todd Pruitt, CPA



PRESENTED TO
CITY OF KILLEEN, TEXAS

Annual Financial and Compliance Audit

CITY COUNCIL

March 21, 2023

Todd Pruitt, CPA

Partner, Government Audit

Results of the Audit

- Audit of the Financial Statements
- *Government Auditing Standards Report*
- Audit of the City's Federal Grants

Financial Highlights



Independent Auditor's Report on the Audit of the Financial Statements

- Management is responsible for the preparation of the financial statements.
- Your auditors express an opinion on the financial statements.
- Our audit was performed in accordance with GAAS, GAS & the Uniform Guidance.
- We have issued an **unmodified opinion**.



Government Auditing Standards Report

- No significant internal control deficiencies identified
- No noncompliance with:
 - Laws
 - Regulations
 - Contracts
 - Grant agreements



Uniform Guidance Report (Federal Grants)

- We tested the following programs:
 - Coronavirus State and Local Fiscal Recovery Fund
 - Highway Planning and Construction Cluster
 - Airport Improvement Program
- We have issued an **unmodified opinion**.
- No significant internal control deficiencies over compliance with federal grants were identified.
- No findings or questioned costs



FINANCIAL HIGHLIGHTS

Governmental Activities (pages 35-36 of ACFR)

- Net position increased by \$63M.
- Total net position was \$101M at year-end.
 - \$76M – Net investment in capital assets
 - \$42M was restricted
 - Unrestricted was a \$16M deficit.
- Revenues increased by \$18M (15%).
 - Largest increases were in charges for services and grants & contributions.
- Expenses decreased by \$28M (25%).
 - Largely attributable to a change in net pension liability and other postemployment benefits decreasing expenses by \$41 million

FINANCIAL HIGHLIGHTS

Fund Balance Policy

- Required to be maintained by the General Fund as 18 to 22% of operating expenditures
- As of fiscal year-end, the City's fund balance in the General Fund was \$ 33,936,872 or 34% of expenditures.

FINANCIAL HIGHLIGHTS

Business-type Activities (pages 35-36 of ACFR)

- Net position increased by \$21M.
- Total net position was \$263M at year-end.
 - \$202M – Net investment in capital assets
 - \$5M was restricted
 - Unrestricted was \$56M.
- Revenues increased by \$4M (5%)
 - Largest increases were in charges for services.
- Expenses decreased by \$5M (8%).
 - Largely attributable to a change in net pension liability and other postemployment benefits decreasing expenses by \$9 million



City of Killeen

Staff Report

File Number: RS-23-061

1	City Council Workshop	03/21/2023	Reviewed and Referred	City Council	03/28/2023
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Consider a memorandum/resolution adopting the Naming/Renaming of City Facilities and Name Changes/Renaming of City Streets Policy and Guidelines.

DATE: March 21, 2023

TO: Kent Cagle, City Manager

FROM: Leslie K. Hinkle, Executive Director of Community Development

SUBJECT: DRAFT Policy for City Facility Naming & Renaming and Name Changes/Renaming of City Streets

BACKGROUND AND FINDINGS:

There was a motion of direction from city council to develop a City of Killeen Facility Naming & Renaming and Name/Changes/Renaming of City Streets Policy. After researching other Texas municipal policies related to such, city staff drafted a policy for facility naming/renaming and name changes/renaming of city streets that conforms to existing Killeen Code of Ordinances outlined in Article IV. Section 25. Staff briefed the council on this item on February 21 and February 28, 2023 with further motions of direction for changes.

The draft policy contains the following:

Purpose- to define the process, objective, policies procedures and responsibilities associated with the naming of City facilities and City streets in honor of individuals, community organizations or corporations.

Objective - to establish a systematic, consistent process and approach for the official naming of City facilities and naming/renaming of City streets.

Policy & Guidelines - emphasizes criteria establishing community tradition and continuity of name, while utilizing established criteria that emphasize geography, local history, community values and character, civics, and service to the City of Killeen in the naming of City facilities and name changes/renaming of City streets.

Changes to the draft policy from the motion of direction on February 28, 2023 are:

1. Removed "renaming" options for existing facilities throughout the document.
2. Division 6. Policy (c) xiii.- Removed the first sentence of that section, "The City reserves the right to change the name to maintain consistency with these policies." Added "All existing City facilities will be grandfathered and never changed."
3. Division 6. (c) i.- At least 90 days prior to opening a new city facility, the city council will propose a name, to the City Manager for consideration.
4. The Existing Facilities section was removed based on the motion of direction.
5. Item v. in same Division 6. (c) v.- Once City Manager has received the recommendation from city council and when applicable the related board or commission, a recommendation will be made to the full City Council.

THE ALTERNATIVES CONSIDERED:

1. Adopt the Naming of City Facilities and Name Changes/Renaming of City Streets Policy and Guidelines.
2. Adopt the Naming of City Facilities and Name Changes/Renaming of City Streets Policy and Guidelines with changes.
3. Do not adopt the Naming of City Facilities and Name Changes/Renaming City Streets Policy and Guidelines

Which alternative is recommended? Why?

Staff recommends adopting the Naming of City Facilities and Name Changes/Renaming of City Streets Policy and Guidelines.

CONFORMITY TO CITY POLICY:

Yes, incorporates the existing requirements for street renaming or street name changes in Killeen Code of Ordinances, Article IV, Section 25-119, 120.

FINANCIAL IMPACT:

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

N/A

Is this a one-time or recurring expenditure?

N/A

Is this expenditure budgeted?

N/A

If not, where will the money come from?

N/A

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

N/A

RECOMMENDATION:

Staff recommends adopting the Naming of City Facilities and Name Changes/Renaming of City Streets Policy and Guidelines.

DEPARTMENTAL CLEARANCES:

Legal
Development Services

ATTACHED SUPPORTING DOCUMENTS:

Draft Policy and Guidelines
Article IV, Section 25-119,120 from COK Code of Ordinances
Presentation



City of Killeen

NAMING/RENAMING OF CITY FACILITIES & NAME CHANGES/RENAMING OF CITY STREETS POLICY AND GUIDELINES

ADOPTED VIA RESOLUTION _____

DATE: _____

NAMING/RENAMING OF CITY FACILITIES & NAME CHANGES/RENAMING OF CITY STREETS POLICY & GUIDELINES

DIVISION 1. PURPOSE

Sec. 1. Purpose

To define the process, policies, procedures, and responsibilities associated with the naming or renaming of City facilities and name changes/renaming of City streets in honor of individuals, community organizations or corporations.

DIVISION 2. OBJECTIVE

Sec. 2. Objective

- (a) To establish a systematic, consistent process and approach for the official naming or renaming of City facilities and name changes/renaming of City streets.
- (b) To establish a policy that considers community tradition and continuity of name, while utilizing established criteria that emphasize geography, local history, community values, character, civics, and service to the City of Killeen in the naming or renaming of City facilities and name change/renaming of City streets.

DIVISION 3. SCOPE

Sec. 3. Scope

- (a) All City of Killeen owned property and City of Killeen public streets

DIVISION 4. DEFINITIONS

Sec. 4. Definitions

- (a) City facilities are those that house employees or are otherwise used to conduct city business or serve a city function.
- (b) Owning department is the city department responsible for operation, maintenance, and oversight of the facility, or operates a facility and maintains oversight of programs or services emanating from said facility. However, the owning department can be defined as the department that operates said facility and has oversight of facility programming and operations.
- (c) Naming request proposal includes original request, supporting documentation, public comment, and owning department's evaluation and recommendation.
- (d) Park sites are city owned parks, open space and trail areas. Park sites include developed and undeveloped park areas and designated open space areas.



CITY OF KILLEEN

- (e) Significant financial contribution would cover any/all direct/indirect costs associated with the development, creation of signage to include facilities and/or rooms within facilities. There would be no cost to the City.
- (f) Street - The term "street" shall include any highway, alley, street, avenue or public place or square, bridge, viaduct, underpass, overpass, tunnel or causeway in the city dedicated or devoted to public use.
- (g) Corporate Sponsorship- Internal/external signage in the facility and or room guarantees the naming rights sponsor and significant brand exposure at the specific City facility and or room within the facility.

DIVISION 5. RESPONSIBILITIES

Sec. 5. Responsibilities

- (a) The requesting entity will secure the Naming/Renaming of City Facilities and Name Changes/Renaming of Streets Policy and Guidelines packet, to include the application packet from the City Secretary office.
- (b) The requesting entity for City Facility naming or renaming will submit their application to the City Manager's Office with supporting information to demonstrate compliance with the required criteria outlined below.
- (c) The requesting entity for the street name change or renaming will submit their application to the Department of Development Services.
- (d) Those submitting a naming or renaming request should show how the proposed name is consistent with the criteria stated in this policy.
- (e) When naming or renaming after a person or persons, the requesting entity will describe the contributions to the City.
- (f) Upon receiving the application, the City manager's office will forward the application and supporting documents to the appropriate owning department for review.
- (g) When the owning department has an advisory board, this board will review and add recommendations related to said request.
- (h) The owning department will gather appropriate documentation and evaluate the request against the applicable criteria.
 - i. City staff from the owning department will review the proposal for adherence to the stated criteria and authentication of statements relative to contributions and/or service.
 - ii. If the request is incomplete, staff will contact the applicant, in writing, and provide them with the opportunity to resubmit a revised request. No other request for information will be made by staff. If staff does not receive the requested information, no further processing of the request will occur.
 - iii. Comments/recommendations will be compiled by the owning department and included in the



final request package to the City Manager, who will then route the request to go before City Council for final direction through vote.

- iv. The City Council is responsible for the final approval of the proposed name.

DIVISION 6. POLICY

Sec. 6-1. Policy

- (a) Requests will not be considered when submitted by an individual or a group for self-nomination. The only exception to this policy is when a significant financial contribution is made, and the naming is a condition of the gift.
- (b) The following criteria shall be used in determining the appropriateness of the naming designation:
 - i. Geographic location (neighborhood, significant areas, etc.).
 - ii. Natural features.
 - iii. A person (non-living) or place of historical or cultural significance.
 - iv. A person (non-living), group, or feature particularly identified with the land or facility.
- (c) Additionally, naming of City facilities and renaming City streets may be considered if the individual, their family, community organization or corporation has made exceptional contributions to the City, including one or more of the following:
 - i. Demonstrated excellence, courage, or exceptional service to the citizens of the City of Killeen (sustained, continuous public services over a period of 25 years or two-thirds of the person's life span).
 - ii. Worked to foster equality and reduce discrimination.
 - iii. Made an outstanding contribution to the City of Killeen.
 - iv. Made a significant financial contribution to the City of Killeen.
 - v. Public service as an elected official.
 - vi. Public service as a community volunteer.
 - vii. Risked or given his or her life to save others.
 - viii. There must be a well-defined connection associated with the contributions of the individual, community organization or corporation and the City facility or City Street.
 - ix. The significance of the contribution from the individual/organization or corporation needs to be evaluated in terms of the service impact of the City facility or City street. Programs and projects must be described in specific quantifiable terms.



CITY OF KILLEEN

- x. Individuals, organizations, or corporations that have made contributions of regional or community wide significance may be considered for naming of City facilities or renaming City Streets that serve the region or community.
- xi. Individuals, organizations, or corporations that have made contributions of area or neighborhood wide significance may be considered for naming of City facilities or renaming of City Streets that serve areas or neighborhoods within the City.
- xii. Names that are similar to existing parks, properties, facilities and existing City streets in the City system (or other systems in the region) should not be considered in order to minimize confusion.
- xiii. ~~The City reserves the right to change the name to maintain consistency with these policies.~~ Further, all existing City facilities that have experienced a name change will be grandfathered with current names and not changed, with the exception of the Killeen regional airport.
- xiv. When City property is named for an individual/organization or corporation, this action in no way gives the individual, family members or organization naming rights over other features on the property. Features within the facility or on the property will remain eligible for naming without the consent of the individual, family members or corporation for which the property is currently named.

Existing Facilities

- i. Requests to rename existing facilities will be received by the City Manager's Office and directed to the appropriate City department for further investigation and evaluation against the criteria established in the policy.
- ii. Following the review, the appropriate Commission or Board may require a review of the proposed name change, if necessary
- iii. Once all relevant documentation is compiled, the owning department will notify the City Manager of the Board or Commissions response.
- iv. Once City Manager has received the review from owning department and/or board or commission, a recommendation will be made to the full City Council.

New Facilities

- i. At least 90 days prior to opening a new city facility, ~~the City Council will propose a name,~~ followed by the owning department proposing a name to the City Manager for consideration.
- ii. Following the review, the appropriate Commission or Board may require a review of the proposed name change, if necessary
- iii. Once all relevant documentation is compiled, the owning department will notify the City Manager of the Board or Commissions response.



- iv. The naming request proposal to include recommendations, relevant documentation and public comment will be summarized for consideration by the City Council.
- v. Once City Manager has received the recommendation **from the City Council**, ~~and the review from owning department and/or board or commission~~, a recommendation will be made to the full City Council.

Other Considerations

- i. Costs – Evaluate fiscal impacts (both direct and indirect) to the requester and affected community and consider which costs the requester should bear.
- ii. Interior and Exterior City Facility Signage - all requests for new or additional signage will be consistent with the City of Killeen sign ordinance. All requests will also be similar in size, style, color, material, font, etc. to existing exterior facility signage or interior room signage. All requests for signage will include an example of proposed
- iii. Signage - The design and approval will generate from the owning department. All proposed/approved signage will include the applicable City of Killeen or established facility logo.
- iv. Precedent – Determine whether an action to rename a facility might establish a desirable or undesirable precedent.
- v. Corporate Sponsorship Facility Naming Program- Will enter a long-term agreement with a selected party for an initial term of five (5) years. A first right to renew for a further five (5) years based on a reviewed commercial agreement may be available.
- vi. The sponsor will be expected to meet all costs associated with the production, installation, maintenance, and insurance of approved signage and/or advertising.
- vii. To lodge an Expression of Interest (EOI) for Venue Naming Rights please provide the following:
- viii. Indicative level of investment
- ix. Defined partnership objectives and requirements
- x. Any additional value you could bring to the sponsorship
- xi. Company details
- xii. Main contact details
- xiii. Other sponsorship relationships, where applicable
- xiv. The naming right/corporate sponsor needs to offer an already established brand that fits with the general use of the venue and does not conflict with city's needs and requirements.

The City of Killeen will require an appropriate annual (or up-front) payment from the successful company for this exclusive opportunity.

- xv. The EOI should identify the proposed payment arrangement, including the method of any annual or other increase in the payment, (e.g., set annual increase or decrease with CPI).

Parks Facilities

- i. Recreation Services Advisory Board of the Killeen Recreation Services Department ~~has the authority~~ **may** review proposals from community organizations to name new parks, buildings and other facilities, or when appropriate, to review proposals from community organizations to change the name of existing parks, buildings and facilities within the Department's inventory. If there is a deed restriction or the given name is of special historical or geographic significance, the property is not eligible for renaming. The Recreation Services Advisory Board will make recommendations and forward proposals, which meet the criteria outlined in this policy, to the City Manager's office. Once the City Manager has determined the request is appropriate and complete, the request will then be forwarded to the City Council and Mayor for approval. See Attachment B for this process required.

Library Facilities

- i. The Friends of the Killeen Public Library ~~has the authority to~~ **may** review proposals from the community to name new, relocated or significantly remodeled library buildings, or when appropriate, to review proposals for the renaming of existing facilities. The Friends of the Killeen Public Library will review proposals, which meet the criteria, and forward proposals to the City Manager. Once the City Manager has determined the request is appropriate and complete, the request will then be forwarded to the City Council and Mayor for approval. See Attachment B for process required.

City Streets

- i. Street name changes or renaming will utilize the same considerations as the facility naming/renaming outlined in Division 6, Section C
- ii. Applications for a street name change may also be considered for any one (1) of the following reasons, which must be specified in the application:
 - 1. To establish continuity of the street's name.
 - 2. To eliminate name spelling duplication, phonetic duplication, or misspelling.
 - 3. To bring coherence to the street numbering designation (east, west, north, south).
 - 4. To provide necessary roadway designation (street, road, lane, circle, drive, boulevard, and similar designations);
 - 5. To honor a person, place, institution, group, entity, event or similar subject.
 - 6. To enhance a neighborhood through association of the street name with its location, area characteristics, history, and similar factors.
- iii. In all instances where it is the city's recommendation that a street name be changed, the department head shall file a request for a change of the name of a street with the Department of Development Services. The written request shall state the present official



name of the city street, the proposed new name, and a statement of reason or reasons from among those listed above, claimed for such a name change.

Application by Petition

- i. An application for a change of the name of a street may be filed by any person, group, firm, or agency with the Department of Development Services in the form of a petition signed by not fewer than fifty (50) percent of all owners, or owner's attorney-in-fact of property abutting the subject street. "Owners" of such abutting property shall be determined by the then current city real property ad valorem tax roll.
- ii. The application shall state the present official name of the city street, the proposed new name, and the name and address of each person, group, agency, or entity requesting the street name change; a statement of reason or reasons from among those listed above, claimed for such a name change; and the person, group, agency or entity responsible for payment of the city's costs for installing standard city street name signs.

Processing

- i. Upon receipt of an application by petition, the Department of Development Services shall confirm that the petition meets the requirements of section 25-119 of the Killeen Code of Ordinances and the city-initiated request meets the requirements of section 25-120 the Killeen Code of Ordinances.
- ii. Upon confirming that the petition or city-initiated request meets the requirements of this article, the Department of Development Services shall forward such to the Department of Public Works to determine the costs associated with installation of new city street name signs. The department of Development Services shall, no earlier than fifteen (15) days prior to the date of the proposed public hearing, mail written notice of the public hearing to property owners abutting the street in which the street name is proposed to be changed and publish notice of the date and time of the public hearing in the local newspaper.
- iii. A public hearing shall be held by the city council prior to disposing of the petition or city-initiated request.
- iv. In all cases where the application by petition has been approved by the city council, such approval is contingent on the city's receipt of payment for the costs associated with the installation of new city street name signs by the person, group, agency, or entity designated on the application as responsible for such payment.

Post-council procedure

- i. All city council approved street name changes shall be forwarded to the Department of Public Works for implementation upon receipt of payment for the costs associated with installation of the new city street name signs.
- ii. The City Secretary shall provide a copy of each street name change ordinance, as recorded in official minutes of the city council, to the local utility companies, U.S. Postal Service, and Bell County voter registrar's office.



ATTACHMENT A
AMENDMENT HISTORY

Date	Resolution Number



CITY OF KILLEEN

Attachment B

CITY FACILITY NAMING//RENAMING APPLICATION FORM

*Please return to City Manager's Office
101 N. College Street, Killeen, TX 76541*

Requestor Name/Organization/Corporation _____

Requestor Contact Information: _____
(telephone and email)

Facility Information: _____

Location/Address of City Facility/Street: _____

Function of City Facility/Street: _____

Current Name of City Facility/Street: _____

Proposed Name of City Facility/Street: _____



Attachment B -Information Required for City Facility Naming/Renaming

1. How did the individual, organization or corporation demonstrate excellence, courage or exhibit exceptional service to the citizens of the City of Killeen? (sustained, continuous public service over a period of 25 years or two-thirds of the person's life span)

2. How did this work foster equality or reduce discrimination?

3. What outstanding contributions did this individual and/or individual's organization make to the City of Killeen?

4. Has this individual made a financial contribution to the City of Killeen? How much?

5. Has this individual served in public office and how long was the service in public office?

6. Has this individual demonstrated that they have served in a volunteering role in City of Killeen?

7. Has this individual given his/her life to save others?

8. How does this request fulfill a well-defined connection associated with the contributions of the individual, community organization or corporation and the City facility naming/renaming request?

9. Describe the significance of the contribution from the individual/organization/corporation and the service impact to the City facility. Programs and projects must be described in specific quantifiable terms.

Requestor Signature _____ Date _____

TO BE COMPLETED BY CITY MANAGER OR DESIGNEE

Approved & Forwarded for Consideration Denied _____

Printed Name _____ Date _____

Signature _____



CITY OF KILLEEN

Attachment C

CITY STREET NAME CHANGE/RENAMING APPLICATION FORM

Please return to Development Services

200 East Avenue, Municipal Annex

2nd Floor D, Killeen, TX 76541

Requestor Name/Organization/Corporation:

Requestor Contact Information:
(telephone and email)

Location/Address of Street:

Function of City Street:

Current Name of City Street:

Proposed Name of City Street:

Requestor Signature

Date



CITY OF KILLEEN

Attachment C CONTINUED - Application Information Required for City Street Naming/Renaming:

Applications for a street name change may also be considered for any one (1) of the following reasons, which must be specified in the application:

1. How did the individual, organization or corporation demonstrate excellence, courage or exhibit exceptional service to the citizens of the City of Killeen? (Sustained, continuous public service over a period of 25 years or two-thirds of the person's life span)
2. How did this work foster equality or reduce discrimination?
3. What outstanding contributions did this individual and/or individual's organization make to the City of Killeen?
4. Has this individual made a financial contribution to the City of Killeen? How much?
5. Has this individual served in public office and how long was the service in public office?
6. Has this individual demonstrated that they have served in a volunteering role in City of Killeen?
7. Has this individual given his/her life to save others?
8. How does this request fulfill a well-defined connection associated with the contributions of the individual, community organization or corporation and the City street naming/renaming request?
9. Describe the significance of the contribution from the individual/organization/corporation and the service impact to the City street. Programs and projects must be described in specific quantifiable terms.
10. How does this request establish continuity of the street's name?
11. Does the request eliminate name spelling duplication, phonetic duplication, or misspelling?
12. Will the request bring coherence to the street numbering designation (east, west, north, south)?
13. What necessary roadway designation (street, road, lane, circle, drive, boulevard, and similar designations) is being requested?
14. Does the request honor a person, place, institution, group, entity, event or similar subject?
15. Does the request enhance a neighborhood through association of the street name with its location, area characteristics, history, and similar factors?



CITY OF KILLEEN

Attachment C CONTINUED - Application Information Required for City Street Naming/Renaming:

Application by petition

- i. An application for a change of the name of a street may be filed by any person, group, firm or agency with the Department of Development Services in the form of a petition signed by not fewer than fifty (50) percent of all owners, or owner's attorney-in-fact of property abutting the subject street. "Owners" of such abutting property shall be determined by the then current city real property ad valorem tax roll.
- ii. The application shall state the present official name of the city street, the proposed new name, and the name and address of each person, group, agency, or entity requesting the street name change; a statement of reason or reasons from among those listed above, claimed for such a name change; and the person, group, agency or entity responsible for payment of the city's costs for installing standard city street name signs.

Approved & Forwarded for Consideration

Denied _____

Printed Name

Date

Signature

ARTICLE IV. STREET NAME CHANGES¹

Sec. 25-116. Purposes.

The purpose of this article is to establish uniform criteria and procedures, applicable to the city and all persons, groups, firms, and agencies, for the permanent change of a city street name.

(Ord. No. 95-21, § I, 3-14-95)

Sec. 25-117. Penalty.

Unless stated otherwise, violations of this article shall be punished as provided in section 1-8.

(Ord. No. 95-21, § I, 3-14-95)

Sec. 25-118. Statement of reasons.

Applications for a street name change may be considered for any one (1) of the following reasons, which must be specified in the application:

- (1) To establish continuity of the street's name;
- (2) To eliminate name spelling duplication, phonetic duplication, or misspelling;
- (3) To bring coherence to the street numbering designation (east, west, north, south);
- (4) To provide necessary roadway designation (street, road, lane, circle, drive, boulevard, and similar designations);
- (5) To honor a person, place, institution, group, entity, event or similar subject;
- (6) To enhance a neighborhood through association of the street name with its location, area characteristics, history and similar factors.

(Ord. No. 95-21, § I, 3-14-95)

Sec. 25-119. Application by petition.

- (a) An application for a change of the name of a street may be filed by any person, group, firm or agency with the department of planning and economic development in the form of a petition signed by not fewer than fifty (50) percent of all owners, or owner's attorney-in-fact of property abutting the subject street. "Owners" of such abutting property shall be determined by the then current city real property ad valorem tax roll.

¹Editor's note(s)—Ordinance No. 95-21, § I, adopted March 14, 1995, amended Art. IV to read as set out herein. Prior to such amendment, Art. IV consisted of §§ 25-116-25-121, which contained similar provisions and derived from Ch. 11, Art. 6, §§ 1-5 of the 1963 Code.

-
- (b) The application shall state the present official name of the city street, the proposed new name, and the name and address of each person, group, agency or entity requesting the street name change; a statement of reason or reasons from among those listed above, claimed for such a name change; and the person, group, agency or entity responsible for payment of the city's costs for installing standard city street name signs.

(Ord. No. 95-21, § I, 3-14-95)

Sec. 25-120. City-initiated changes.

In all instances where it is the city's recommendation that a street name be changed, the department head shall file a request for a change of the name of a street with the department of planning and economic development. The written request shall state the present official name of the city street, the proposed new name, and a statement of reason or reasons from among those listed above, claimed for such a name change.

(Ord. No. 95-21, § I, 3-14-95)

Sec. 25-121. Processing.

- (a) Upon receipt of an application by petition, the department of planning and economic development shall confirm that the petition meets the requirements of section 25-119 above and the city-initiated request meets the requirements of section 25-120 above.
- (b) Upon confirming that the petition or city-initiated request meets the requirements of this article, the department of planning and economic development shall forward such to the department of public works to determine the costs associated with installation of new city street name signs. The department of planning and economic development shall, no earlier than fifteen (15) days prior to the date of the proposed public hearing, mail written notice of the public hearing to property owners abutting the street in which the street name is proposed to be changed and publish notice of the date and time of the public hearing in the local newspaper.
- (c) A public hearing shall be held by the city council prior to disposing of the petition or city-initiated request.
- (d) In all cases where the application by petition has been approved by the city council, such approval is contingent on the city's receipt of payment for the costs associated with the installation of new city street name signs by the person, group, agency or entity designated on the application as responsible for such payment.

(Ord. No. 95-21, § I, 3-14-95)

Sec. 25-122. Post-council procedure.

- (a) All city council approved street name changes shall be forwarded to the department of public works for implementation upon receipt of payment for the costs associated with installation of the new city street name signs.
- (b) The city secretary shall provide a copy of each street name change ordinance, as recorded in official minutes of the city council, to the local utility companies, U.S. Postal Service, and county voter registrar's office.

(Ord. No. 95-21, § I, 3-14-95)

Secs. 25-123—25-140. Reserved.



DRAFT NAMING/RENAMING OF CITY FACILITIES
AND NAME CHANGES/RENAMING OF CITY
STREETS POLICY & GUIDELINES

Background

2

- Motion of direction to develop policy & guidance for naming/renaming for City facilities
 - ▣ Draft policy also includes name changes/renaming of city streets that mirror requirements in Article IV., Section 25-119, 120 of Killeen Code of Ordinances
 - ▣ Further motions of direction received on February 28 and March 21 2023; changes incorporated in proposed policy

Policy & Guidelines

3

- Draft policy contains:
 - ▣ Purpose – defines the process, objectives, policies & procedures, responsibilities
 - ▣ Definitions – provides definitions of terms use throughout the policy
 - ▣ Objective –establish consistent process and approach for naming/renaming
 - ▣ Policy & Guidelines –establish criteria for naming/renaming considerations
 - ▣ Forms -to submit for consideration of naming/name changes

Policy & Guidelines

4

- Process and guidelines for renaming existing facilities and parks
- Process for naming new city facilities and parks
- Process for any corporate sponsorship naming program
- Process for naming/renaming city streets, follows current process in Code of Ordinance

Motion of Direction Changes

5

- Division 6. Policy (c)xiii – removed the 1st sentence -“The city reserves the right to change the name to maintain consistency with these policies”
 - Added - “Further, all existing City facilities that have experienced a name change will be grandfathered with current names and not changed, with the exception of Killeen Regional Airport.”
- Division 6. New Facilities - i. – removed “followed by the owning department proposing a name”, added “the City Council will propose a name”
- Division 6. New Facilities – v. removed “followed by the owning department proposing a name”, added “from the City Council”
- Division 6. New Facilities –xv. 1. removed “has the authority” added “may” for Parks and Library Facilities.

Alternatives

6

- ❑ Do not adopt or approve the DRAFT Naming/Renaming of City Facilities and Name Changes/Renaming of City Streets
- ❑ Adopt and approve the Naming/Renaming of City Facilities and Name Changes/Renaming of City Streets with changes
- ❑ Approve the DRAFT Naming/Renaming of City Facilities and Name Changes/Renaming of City Streets

Recommendation

7

- Approve the DRAFT Naming/Renaming of City Facilities and Name Changes/Renaming of City Streets



City of Killeen

Staff Report

File Number: RS-23-062

1	City Council Workshop	03/21/2023	Reviewed and Referred	City Council	03/28/2023
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Consider a memorandum/resolution appointing presiding and alternate judges for the May 6, 2023 General Election.

DATE: March 21, 2023
TO: Kent Cagle, City Manager
FROM: Laura Calcote, City Secretary
SUBJECT: Appointment of Presiding and Alternate Judges for May 6, 2023 General Election

BACKGROUND AND FINDINGS:

The City will conduct a General Election on May 6, 2023. Section 32.001 of the Texas Election Code requires that a presiding election judge and an alternate presiding judge shall be appointed for each precinct in which an election is held. Section 32.005 of the Election Code states that the governing body of a political subdivision shall appoint the judges.

The following persons are hereby named as presiding election judges and alternate judges for said election at said precinct polling places and as the Early Voting Ballot Board (EVBB) to process the early voting results.

Election Day

Precinct #106/116	Yulinda George-Dias, Presiding Judge Patricia Johnson, Alternate Judge
Precinct #109/204	Celestina Sierra, Presiding Judge Jennifer Guzman, Alternate Judge
Precinct #201/211	Elvis Irby, Presiding Judge Raymond Hamilton, Alternate Judge
Precinct #203/208/210/214/215	Marta Luz Rivera, Presiding Judge Eddie Smith, Alternate Judge
Precinct #205	Johnny Meadors, Presiding Judge Vicki Savilisky, Alternate Judge
Precinct #206/409/419	Bettie Hankins, Presiding Judge Barry Birchard, Alternate Judge
Precinct #207	Paul Eishen, Presiding Judge Shirley Robertson, Alternate Judge
Precinct #404	Phyllis Jones, Presiding Judge

John Woods, Alternate Judge

Precinct #405/414 Angeline (Anne) Sullivan, Presiding Judge
Ruby Novoa, Alternate Judge

Precinct #406 Michael (Bruno) Matarazzo, Presiding Judge
Leslie Hinkle, Alternate Judge

Precinct #401/402/413 Phyllis Nairn, Presiding Judge
Anthony Kendrick, Alternate Judge

Precinct #408/412/415 Terry Mustapher, Presiding Judge
Laura Zuna, Alternate Judge

Precinct #110/410 Dorothy Kinsinger, Presiding Judge
Judith (Judy) Killgo, Alternate Judge

Early Voting

Killeen City Hall Laura Zuna, Deputy Clerk
Shirley Robertson, Deputy Clerk

Jackson Professional Learning Center Dorothy Kinsinger, Deputy Clerk
Judith (Judy) Killgo, Deputy Clerk

Lions Club Park Senior Center Anthony Kendrick, Deputy Clerk
Marta Luz Rivera, Deputy Clerk

Early Voting Ballot Board, Central Counting Station and Signature Verification Committee

Bettie Hankins, Presiding Judge
Jacqueline Smith, Alternate Judge_

THE ALTERNATIVES CONSIDERED:

State law mandates City Council appoint election judges and alternate judges.

Which alternative is recommended? Why?

Appoint the above listed judges and alternate judges.

CONFORMITY TO CITY POLICY:

Yes, Article IX, Section 98 of the City Charter states that all city elections shall be governed by the laws of the State of Texas governing general and municipal elections. Appointing judges and alternate judges is required by Texas Election Code.

FINANCIAL IMPACT:

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

The estimated amount of the expenditure for election workers to include presiding judges, alternate judges and clerks is \$36,535.00. Killeen ISD and Central Texas College will reimburse the City for their share of the costs.

Is this a one-time or recurring expenditure?

This is an annual expenditure.

Is this expenditure budgeted?

Yes, funding is available in the General Fund Legal Department account 010-1010-416.50-45, Election Expense.

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 staff recommends city council appoint presiding and alternate judges for the May 6, 2023 General Election.

DEPARTMENTAL CLEARANCES:

Human Resources
Finance
Legal

ATTACHED SUPPORTING DOCUMENTS:

Presentation



APPOINT PRESIDING AND ALTERNATE JUDGES FOR MAY 6, 2023 ELECTION

RS-23-062

March 28, 2023

225

Background/Discussion

2

- According to Election Code, Section 32.005, the City Council is required to appoint presiding and alternate judges for city elections.
- Staff has identified qualified and experienced individuals to work as election officials for the City, Killeen ISD and Central Texas College May 6, 2023 General Election.

Election Day Presiding Judges

3

- Precinct #106/116 – Yulinda George-Dias
- Precinct #109/204 – Celestina Sierra
- Precinct #201/211 – Elvis Irby
- Precinct #203/208/210/214/215 – Marta Luz Rivera
- Precinct #205 – Johnny Meadors
- Precinct #206/409/419 – Bettie Hankins
- Precinct #207 – Paul Eishen

Election Day Presiding Judges Cont.

4

- Precinct #404 – Phyllis Jones
- Precinct #405/414 – Angeline (Anne) Sullivan
- Precinct #406 – Michael (Bruno) Matarazzo
- Precinct #401/402/413 – Phyllis Nairn
- Precinct #408/412/415 – Terry Mustapher
- Precinct #110/410 – Dorothy Kinsinger

Election Day Alternate Judges

5

- Precinct #106/116 – Patricia Johnson
- Precinct #109/204 – Jennifer Guzman
- Precinct #201/211 – Raymond Hamilton
- Precinct #203/208/210/214/215 – Eddie Smith
- Precinct #205 – Vicki Savilisky
- Precinct #206/409/419 – Barry Birchard
- Precinct #207 – Shirley Robertson

Election Day Alternate Judges Cont.

6

- Precinct #404 – John Woods
- Precinct #405/414 – Ruby Novoa
- Precinct #406 – Leslie Hinkle
- Precinct #401/402/413 – Anthony Kendrick
- Precinct #408/412/415 – Laura Zuna
- Precinct #110/410 – Judith (Judy) Killgo

Early Voting Ballot Board Judges

7

- Presiding Judge – Bettie Hankins
- Alternate Judge – Jacqueline Smith

Fiscal Impact

8

- Judges, alternate judges, and clerks are paid \$20.00/hour to work at polling locations.
- Total estimated cost to pay workers to operate three (3) polling locations during early voting and 13 polling locations on election day is \$36,535.00.

Recommendation

9

- Staff recommends the identified individuals be named to serve as presiding and alternate judges for the City of Killeen, Killeen ISD and Central Texas College May 6, 2023 General Election.



City of Killeen

Staff Report

File Number: RS-23-063

Consider a memorandum/resolution to declare the public purpose and approve the grant funding allocations for seven nonprofit youth organizations with funding from the Public Facility Corporation.

DATE: March 28, 2023

TO: Kent Cagle, City Manager

FROM: Danielle Singh, Assistant City Manager

SUBJECT: Nonprofit Youth Organization Grant Allocations

BACKGROUND AND FINDINGS:

The City Council acting as the Public Facility Corporation (PFC) directed the \$350,000 restructuring fee received from the North Killeen Apartments Project to the City of Killeen be used for nonprofit youth organizations.

At the April 12, 2022, Regular City Council Meeting, City Council approved a nonprofit application process for grant funding for nonprofit and nonprofit youth organizations. The application process opened to the public for submission on April 13, 2022, and closed May 12, 2022. In accordance with state law, City council must declare a public purpose for the expenditure of funds. Funds may not benefit private parties and the City must maintain control of funds to ensure that a public purpose was met. City Council established the following criteria:

1. Must be an established nonprofit through the IRS
2. Must have been in existence for an established time period
3. Must fulfill a public purpose
4. Must have a complete application

City Council awarded nine grants of \$10,000 each at the June 28, 2022, Regular City Council meeting, eleven grants of \$10,000 each at the July 26, 2022, Regular City Council meeting and one grant of \$10,000 at the December 13, 2022, Regular City Council meeting, leaving a remaining balance of \$140,000 for nonprofit youth organization grants.

The application process was reopened December 1, 2022, for ninety days, closing February 28, 2023. Twelve applications were received for consideration. The seven organizations, Better Opportunities Shoemaker Students (BOSS) Mentor Program, She is Priceless, Alberta L. Barrett/ARK2Freedom, Killeen Christian Broadcasting Corporation, Clements Boys and Girls Clubs affiliate of Boys and Girls Clubs of Central Texas, The Central Texas Herencia Foundation, and Pearls of Services Foundation of Central Texas serve a public purpose by providing educational, and

social services to our youth that would not otherwise be available.

THE ALTERNATIVES CONSIDERED:

1. Do not approve the funding for seven nonprofit youth organizations.
2. Amend the selected organizations.
3. Approve the funding, declare the public purpose and authorize staff to execute the agreements for the seven nonprofit youth organizations.

Which alternative is recommended? Why?

Alternative 3 is recommended. The seven organizations submitted the required documentation and met the criteria set forth by City Council.

CONFORMITY TO CITY POLICY:

This item conforms to all applicable Federal and State Laws and City Policies.

FINANCIAL IMPACT:

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

The expenditure in FY 2023 is \$70,000 from designated PFC funding.

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, project code PFCNRP.

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 City Council declare the public purpose as stated above and approve the grant funding requests for seven nonprofit organizations in an amount not to exceed \$10,000 for each organization and authorize staff to execute the agreements.

DEPARTMENTAL CLEARANCES:

Finance
Legal

ATTACHED SUPPORTING DOCUMENTS:

Click or tap here to enter text.



PFC NONPROFIT YOUTH ORGANIZATION GRANT

RS-23-063

March 28, 2023

237

Background

2

- City Council allocated \$350,000 for youth nonprofit grants from Public Facility Corporation (PFC) funds
- Maximum of \$10,000 per nonprofit
- Nine organizations were approved for funding in first round (PFC \$90,000)
- Eleven organizations were approved in the second round (PFC \$110,000)
- One organization was approved through the ARPA nonprofit grant application process
 - Council authorized funding through PFC grant after all ARPA nonprofit funds were allocated
- \$140,000 remaining of the allocated \$350,000

Background (cont.)

3

- On December 1, 2022, City Council reopened the application process for youth nonprofits for 90 days, closing on February 28, 2023
- In accordance with state law, City Council must declare a public purpose for the expenditure of funds
 - Funds may not benefit private parties
 - City must maintain control of funds to ensure that a public purpose was met
 - Previous criteria used to qualify for funding
 - Must be an established nonprofit through the IRS
 - Must have been in existence prior to March 2020
 - Must fulfill a public purpose
 - Must have a complete application

Selected Applicants

4

- Seven application were selected to be funded for \$10,000 each:
 1. Better Opportunities Shoemaker Students (BOSS) Mentor Program
 2. She is Priceless
 3. Alberta L. Barrett/ARK2Freedom
 4. Killeen Christian Broadcasting Corporation,
 5. Clements Boys and Gils Clubs affiliate of Boys and Girls Clubs of Central Texas
 6. The Central Texas Herencia Foundation
 7. Pearls of Services Foundation of Central Texas

Alternatives Considered

5

- ❑ Do not approve the funding for seven nonprofit youth organizations.
- ❑ Amend the selected organizations.
- ❑ Approve the funding, declare the public purpose and authorize staff to execute the agreements for the seven nonprofit youth organizations.

Recommendation

6

Declare the public purpose and approve the grant funding requests for seven nonprofit youth organizations in an amount not to exceed \$10,000 for each organization and authorize staff to execute the agreements.



City of Killeen

Staff Report

File Number: OR-23-007

1	City Council Workshop	03/21/2023	Reviewed and Referred	City Council	03/28/2023
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Consider and ordinance amending an ordinance ordering a General Election to be held on May 6, 2023 to elect a district councilmember for each of the City of Killeen's four districts.

DATE: March 21, 2023
TO: Kent Cagle, City Manager
FROM: Laura Calcote, City Secretary
SUBJECT: Amendment to Order for May 6, 2023 General Election

BACKGROUND AND FINDINGS:

On January 10, 2023, the City Council called the General Election to be held on Saturday, May 6, 2023, for the purpose of electing a Councilmember for each of the City's four districts.

The Election Code now requires the Order of Election to include the email address and website of the early voting clerk. The attached amended ordinance includes this information.

THE ALTERNATIVES CONSIDERED:

There are no legal alternatives.

Which alternative is recommended? Why?

N/A

CONFORMITY TO CITY POLICY:

This ordinance conforms to Article IX of the City Charter authorizing the calling of an election to be held on a uniform election date provided for in the Texas Election Code.

FINANCIAL IMPACT:

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

N/A

Is this a one-time or recurring expenditure?

N/A

Is this expenditure budgeted?

N/A

If not, where will the money come from?

N/A

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

N/A

RECOMMENDATION:

Staff recommends amending the ordinance calling the May 6, 2023 General Election.

DEPARTMENTAL CLEARANCES:

City Attorney

ATTACHED SUPPORTING DOCUMENTS:

Ordinance

AN ORDINANCE AMENDING ORDINANCE NO. 23-017 ORDERING THE HOLDING OF AN ELECTION IN THE CITY OF KILLEEN, TEXAS, FOR THE PURPOSE OF ELECTING A COUNCILMEMBER FOR EACH OF THE 4 DISTRICTS; PROVIDING FOR THE FILING OF WRITTEN APPLICATION TO HAVE THEIR NAMES PRINTED ON THE OFFICIAL BALLOT; SPECIFYING THAT THE PROVISIONS OF THE GENERAL ELECTION LAWS SHALL CONTROL ALL QUESTIONS PERTAINING TO SUCH ELECTION; PRESCRIBING THE CONTENTS OF THE OFFICIAL BALLOT; PROVIDING FOR COMPENSATION; DESIGNATING THE POLLING PLACES, AND PROVIDING FOR POSTING AND PUBLICATION OF NOTICE OF ELECTION AND CONTAINING MISCELLANEOUS PROVISIONS.

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

SECTION 1. That, pursuant to the laws of the State of Texas and the Charter of the City of Killeen, it is ordered by the City Council that a general election be held in the City of Killeen, Texas, on May 6, 2023, for the purpose of electing from the City of Killeen a Council Member for District 1, 2, 3 and 4. Any reference in this ordinance hereinafter to “Election Day” shall mean May 6, 2023.

SECTION 2. The manner of holding the election and all questions pertaining to such election shall be governed by the V.T.C.A. Election Code, and the returns shall be made and canvassed and the results declared as in other legal elections of the City of Killeen.

SECTION 3. Any eligible and qualified person may have his or her name printed upon the official ballot as an independent candidate for the office of councilmember by filing a written application with the City Secretary beginning Wednesday, January 18, 2023, through 5:00 p.m. Friday, February 17, 2023. Any person wishing to file a declaration of write-in candidacy must do so not later than 5:00 p.m. on Tuesday, February 21, 2023.

SECTION 4. The names of all those who have filed their written applications to have their names printed on the official ballot as candidates shall be posted by the City Secretary in a conspicuous place at her office for the inspection of the public for at least ten days before she orders the ballot to be printed. The City Secretary shall preserve in her office for a period established by the Texas State Library and Archives Commission and adopted by the City all applications, statements, notice of objections, and other related papers.

SECTION 5. Any person eligible for the office of councilmember or other office who has filed his or her written application in accordance with the provisions of this ordinance shall have his or her name printed on the official ballot. Any such person may cause his or her name to be withdrawn at any

time prior to 5:00 p.m. on Friday, February 24, 2023, by filing in writing with the City Secretary, a request to that effect over his/her signature, duly attested to by a Notary Public. No name so withdrawn shall be printed on the ballots. Not later than twenty (20) days before the election, the City Secretary shall have the official ballots printed.

SECTION 6. Each qualified voter who desires to cast an early vote or who expects to be absent on the date of the election shall be entitled to an official ballot and to cast such ballot in accordance with the applicable provisions of Title 7, V.T.C.A., Election Code, beginning Monday, April 24, 2023, and continuing through Tuesday, May 2, 2023. The City Secretary will be the early voting clerk, who may appoint by written order one or more temporary deputies to serve as deputy early voting clerks in accordance with the applicable law. Early voting will be held in the first floor lobby of the Killeen City Hall (Main Early Voting location), 101 North College (mailing address: PO Box 1329, Killeen, TX ~~76540~~76541, Attention: Early Voting Clerk), at the Jackson Professional Learning Center, 902 Rev R A Abercrombie Drive, Killeen, and at the Killeen Lions Park Senior Center, 1700-B E. Stan Schlueter Loop between the hours of 8:00 a.m. and 5:00 p.m. on each day of early voting except Saturdays, Sundays, and official State or City holidays. Provided, however, that on the first and last day of early voting, the hours shall be 7:00 a.m. to 7:00 p.m. For the 2023 election those dates shall be Monday, April 24, 2023, and Tuesday, May 2, 2023. ~~The City Hall location for early voting is also where ballot applications and ballots voted by mail may be sent.~~

Applications for ballot by mail shall be mailed to:

City Secretary

PO Box 1329 (101 North College)

Killeen, TX 76541

(254) 501-7717

lcalcote@killeentexas.gov

<https://www.killeentexas.gov/Election>

Applications for Ballots by Mail (ABBM)s must be received no later than the close of business on: Tuesday, April 25, 2023

Federal Post Card Applications (FPCAs) must be received no later than the close of business on: Tuesday, April 25, 2023

SECTION 7. The election shall be held in the hereafter-designated polling places between the hours of 7:00 a.m. to 7:00 p.m. on the date of the election.

PRECINCTS #106/116

Fire Station #1
3800 Westcliff Road

PRECINCTS #109/204

Killeen Elementary School
1608 E. Rancier Ave

PRECINCTS #201/211

Fire Station #3
700 N. Twin Creek Drive

PRECINCT #205

Jackson Professional Learning Center
902 Rev. R. A. Abercrombie Drive

PRECINCTS #206/409/419

Killeen Senior Center at Lions Club Park
1700 E. Stan Schlueter Loop

PRECINCT #207

Copper Mountain Library
3000 South W. S. Young Drive

PRECINCTS #203/208/210/214/215

Cedar Valley Elementary School
4801 Chantz Drive

PRECINCT #404

Fire Station #7
3701 Watercrest Road

PRECINCT #405/414

Robert M. Shoemaker High School
3302 Clear Creek Road

PRECINCT #406

Central Fire Station
201 N. 28th Street

PRECINCT #401/402/413

Fire Station #9
5400 Bunny Trail

PRECINCT #408/412/415

Fire Station #5
905 W. Jasper Road

PRECINCT #110/410

Utility Collections
210 W. Avenue C

SECTION 8. The City Council shall appoint presiding election judges and alternate presiding judges for the election at the precinct polling places and as the Early Voting Ballot Board to process the early voting results, provided that if neither the presiding judge nor the alternate presiding judge can serve and their inability to serve is discovered so late that it is impracticable to fill the vacancy in the normal manner, the Mayor shall have the authority and is hereby directed to appoint a replacement judge to preside at the election. The presiding election judge for each precinct shall appoint no more than two (2) election clerks in addition to the alternate presiding judge named herein to assist the judge in the conduct of the election. The presiding election judges, alternate presiding judges, and clerks shall be paid ~~\$10.00~~ \$20.00 per hour for serving in such capacities, and the election judges and/or alternate judges shall be paid an additional \$25.00 for delivering the returns of such election to the City Secretary for proper tabulation. No presiding election judge, alternate presiding judge, or clerk shall be compensated for a period in excess of the time extending from one (1) hour before the polls open until

two (2) hours after the polls close. The Early Voting Ballot Board shall be paid a set rate of \$50.00 for serving in such capacity that will include proper tabulation. Provided, however, that should the Early Voting Ballot Board need to reconvene to tabulate provisional ballots, they shall be paid an additional \$10.00 per hour for such services.

SECTION 9. The following positions shall be set forth on electronic ballots hereinafter provided, in substantially the following form:

**CITY OF KILLEEN GENERAL ELECTION
MAY 6, 2023
OFFICIAL BALLOT**

FOR COUNCILMEMBER, DISTRICT 1

Vote for One

- _____
- _____
- _____

FOR COUNCILMEMBER, DISTRICT 2

Vote for One

- _____
- _____
- _____

FOR COUNCILMEMBER, DISTRICT 3

Vote for One

- _____
- _____
- _____

FOR COUNCILMEMBER, DISTRICT 4

Vote for One

- _____
- _____
- _____

SECTION 10. Digital scan ballots shall be used for early voting by mail, curbside voting, and Election Day and the Model DS200 Digital Image Scanner and ExpressVote BMD (ballot marking device). Terminals shall be used for early voting by personal appearance and on Election Day.

SECTION 11. All resident qualified electors of the City shall be permitted to vote at the election.

SECTION 12. The election materials enumerated in Sec. 272.001, et seq., V.T.C.A. Election Code, shall be printed and furnished in both English and Spanish for use at each polling place on Election Day and for early voting.

SECTION 13. A traditional polling place set up will be used at the close of the polls on Election Day.

SECTION 14. Notice of election shall be given by posting substantial copies of the Notice of Election as prescribed by the Secretary of State's office in both English and Spanish at the Killeen City Hall, the official city website and at three (3) other public places in the City at least thirty (30) days prior to the date set for the election; and substantial copies of the Notice of Election in both English and Spanish shall be ~~one~~ two (2) times in a newspaper of general circulation in the City, the date of first publication to be not less than fourteen (14) days prior to the date set for the election.

SECTION 15. Returns of election shall be made by the election officers to the City Council at a meeting following the election; the returns will be canvassed and the results of the election declared as prescribed by the Election Code, V.T.C.A., of the State of Texas and the City Charter.

SECTION 16. It is officially found, determined, and declared that the meeting at which this Ordinance has been adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered and acted upon at the meeting, including this Ordinance, was given, all as required by the applicable provisions of the Texas Government Code, Sec. 551.001, *et seq.*

PASSED AND APPROVED at a regular meeting of the City Council of the City of Killeen, Texas, this ~~10th-28th~~ day of ~~January-March~~ 2023, at which meeting a quorum was present, held in accordance with the provisions of the Texas Government Code, Sec. 551.001, *et seq.*

APPROVED

Debbie Nash-King, MAYOR

ATTEST:

Laura J. Calcote, CITY SECRETARY

APPROVED AS TO FORM

Holli C. Clements, CITY ATTORNEY



ORDINANCE AMENDMENT
FOR MAY 6, 2023 GENERAL
ELECTION ORDER

OR-23-007

March 21, 2023

252

Background/Discussion

2

- ❑ On January 10, 2023 the City Council called the General Election to be held on Saturday, May 6, 2023, for the purpose of electing a Councilmember for each of the City's four districts
- ❑ The updated Election Code now requires the Order of Election to include the email address and website of the early voting clerk
- ❑ Election worker pay has also been increased from \$10 to \$20 per hour

Recommendation

3

- Staff recommends amending the ordinance with these changes to the order calling the *May 6, 2023* General Election.



City of Killeen

Staff Report

File Number: OR-23-006

1	City Council Workshop	03/21/2023	Reviewed and Referred	City Council	03/28/2023
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Consider an ordinance declaring unopposed candidate, cancelling the May 6, 2023 General Election in District 4.

DATE: March 21, 2023

TO: Kent Cagle, City Manager

FROM: Laura Calcote, City Secretary

SUBJECT: Declaration of Unopposed Candidate, District 4 - May 6, 2023 General Election

BACKGROUND AND FINDINGS:

The Texas Election Code, Chapter 2, Section 2.053 provides that an election in a single-member district shall be cancelled if the candidate is unopposed, there are no write-in candidates and no proposition is to appear on the ballot.

On February 24, 2023, the City Secretary certified that Michael Boyd is unopposed for election to the office of Council Member District 4, that no candidate's name is to be placed on a list of write-in candidates for the position of Council Member District 4 and that there are no propositions to appear on the ballot in the May 6, 2023 General Election.

An ordinance has been prepared cancelling the election in District 4 and declaring that Michael Boyd - District 4 is elected to office and shall be issued a certificate of election following the time the election would have been canvassed. It also directs the City Secretary to cause an Order of Cancellation to be posted on Election Day at each polling place that would have been used in the election. With KISD and CTC having contested races, polling locations will remain operational on Election Day in District 4.

THE ALTERNATIVES CONSIDERED:

There are no alternatives as the Texas Election Code requires the declaration of an unopposed candidate elected to office and cancellation of the election in District 4 under the circumstances.

Which alternative is recommended? Why?

It is recommended to cancel the Council Member District 4 General Election.

CONFORMITY TO CITY POLICY:

Cancelling a district election is allowed by state law and is, therefore, in conformity with city policy.

FINANCIAL IMPACT:

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

There is no expenditure for canceling the election.

Is this a one-time or recurring expenditure?

N/A

Is this expenditure budgeted?

N/A

If not, where will the money come from?

N/A

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

N/A

RECOMMENDATION:

Staff recommends City Council approve the attached ordinance cancelling the May 6, 2023 General Election in District 4 and declaring Michael Boyd - District 4 elected to office effective at the time of canvassing the results of the May 6, 2023 District 1, 2 and 3 General Election.

DEPARTMENTAL CLEARANCES:

Legal

ATTACHED SUPPORTING DOCUMENTS:

Ordinance
Presentation

AN ORDINANCE DECLARING UNOPPOSED CANDIDATES IN THE MAY 6, 2023 GENERAL CITY ELECTION; CANCELLING THE ELECTION IN THE DISTRICT WITH UNOPPOSED CANDIDATES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the general city election was called for May 6, 2023 for the purpose of electing members to the City Council; and

WHEREAS, the City Secretary has certified in writing that there is no proposition on the ballot for District 4, that no person has made a declaration of write-in candidacy for District 4, and that the candidate on the ballot for District 4 is unopposed for election to office; and

WHEREAS, under these circumstances, Chapter 2, sections 2.051(b) and 2.053 of the Election Code, authorizes the City Council to declare the candidate for District 4 elected to office and cancel the election in that District; NOW, THEREFORE,

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

SECTION I. The following candidate, who is unopposed in the May 6, 2023 general city election, is declared elected to office and shall be issued certificates of election following the time the election would have been canvassed:

Michael Boyd – District 4

SECTION II. The May 6, 2023 general city election is cancelled as to District 4 and the City Secretary is directed to cause an Order of Cancellation to be posted on Election Day at each polling place that would have been used in the election.

SECTION III. It is declared to be the intent of the City Council that the phrases, clauses, sentences, paragraphs, and sections of this ordinance are severable, and if any phrase, clause, sentence, paragraph, or section of this ordinance is declared invalid by the judgment or decree of a court of competent jurisdiction, the invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, or sections of this ordinance since the City Council would have enacted them without the invalid portion.

SECTION IV. This ordinance shall take effect upon its final passage, and it is so ordained.

PASSED AND APPROVED at a regular meeting of the City Council of the City of Killeen, Texas, this 28th day of March 2023, at which meeting a quorum was present, held in accordance with the provisions of the Texas Government Code, Section 551.001, *et seq.*

APPROVED

Debbie Nash-King, MAYOR

ATTEST:

Laura J. Calcote, CITY SECRETARY

APPROVED AS TO FORM

Holli C. Clements, CITY ATTORNEY



CANCEL DISTRICT 4 ELECTION – MAY 6, 2023

OR-23-006

March 21, 2023

260

Background/Findings

- Texas Election Code provides that an election in a single-member district shall be cancelled if the candidate is unopposed, there are no write-in candidates and no proposition is to appear on the ballot.
- City Secretary has certified that Michael Boyd is unopposed for the office of Council Member District 4.
- Proposed ordinance cancels the District 4 General Election and declares Michael Boyd elected.

Alternatives

3

- There are no alternatives, as the Texas Election Code requires the declaration of an unopposed candidate elected to office and cancellation of the election in District 4 under the circumstances.

Recommendation

4

- Staff recommends City Council approve the ordinance cancelling the *May 6, 2023 General Election* in District 4, and declaring Michael Boyd elected to the office of District 4 Council Member, effective at the time of canvassing the results of the *May 6, 2023 District 1, 2 and 3 General Election*.



City of Killeen

Staff Report

File Number: PH-23-017

1	City Council Workshop	03/21/2023	Reviewed and Referred	City Council	03/28/2023
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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 the Street Maintenance Fund.

DATE: March 21, 2023
TO: Kent Cagle, City Manager
FROM: Miranda Drake, Assistant Director of Finance
SUBJECT: Budget Amendment

BACKGROUND AND FINDINGS:

The FY 2023 Budget included \$500,000 for the design and engineering of the Stagecoach project utilizing some of the remaining funds from the Certificates of Obligation bonds from 2011. However, the estimate came in higher than originally anticipated. This budget amendment appropriates the additional funding needed for the design and engineering.

Fund balance in excess of 22% is available in the Street Maintenance Fund for the additional funding needed for the design and engineering of the Stagecoach Road project.

Expenditures will be amended as follow:

Expenditure
Design/Engineering 1,482,000
TOTAL \$1,482,000

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 \$1,482,000 of fund balance in excess of 22% in the Street Maintenance Fund in FY 2023.

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
Presentation

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 THE STREET MAINTENANCE FUND; 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
234-8934-493.69-01	CIP PROJECTS / DESIGN/ENGINEERING		-
	Appropriate amount in excess of the 22% fund balance requirement to fund the design/engineering of Stagecoach Rd.	1,482,000	
	Budget Change Sub-total	1,482,000	
	Account Sub-total		1,482,000
	EXPENDITURES TOTAL	1,482,000	\$ 1,482,000

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 28th day of March, 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 STAGECOACH ROAD PROJECT

PH-23-017

March 21, 2023

269

Budget Amendment

2

- Stagecoach Road Project
 - FY 2023 Adopted Budget includes \$500,000 for Design/Engineering
 - Currently budgeted in Fund 343 Certificates of Obligation 2011
 - Additional \$1,482,000 would be appropriated in the Street Maintenance Fund
 - Excess Fund Balance Above 22% is \$3,730,000
 - Difference will remain in fund balance to accumulate for future projects

Budget Amendment (cont'd)

Account Description	Original Budget	Budget Change	Amended Budget
Design & Engineering	-	1,482,000	1,482,000
Total Expenditure	\$ -	\$ 1,482,000	\$ 1,482,000

Recommendation

4

City Council approve the ordinance amending the
FY 2023 Annual Budget