



City of Killeen

Agenda

City Council

Tuesday, August 8, 2023

5:00 PM

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

Call to Order and Roll Call

<input type="checkbox"/> Debbie Nash-King, Mayor	<input type="checkbox"/> Jessica Gonzalez
<input type="checkbox"/> Ramon Alvarez	<input type="checkbox"/> Jose Segarra
<input type="checkbox"/> Michael Boyd	<input type="checkbox"/> Joseph Solomon
<input type="checkbox"/> Nina Cobb	<input type="checkbox"/> Riakos Adams

Invocation

Pledge of Allegiance

Approval of Agenda

Citizens Petitions

Comments should be limited to four (4) minutes. A majority vote of the City Council is required for any time extensions.

- [CP-23-018](#) Salvador Moreno: On Ref: Citation No. 867278-01 K.P.D. Officer Involved D. Varga No. 432, S. Officer Clark, Suiter No. 512
- [CP-23-020](#) Laura Coombes: AA Lane Park

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

- [DS-23-079](#) Discuss and consider setting a Budget Townhall Meeting on August 17, 2023, at 5:00 p.m., at Killeen City Hall - Council Chambers.

Consent Agenda

- [MN-23-017](#) Consider Minutes of Regular City Council Meeting of July 11, 2023.

6. [RS-23-121](#) Consider a memorandum/resolution approving the Metro Ethernet services contract with Blue Plains Technology in an amount not to exceed \$61,500 annually.
Attachments: [Agreement](#)
[Contract Verification](#)
[Certificate of Interested Parties](#)
[Presentation](#)
7. [RS-23-122](#) Consider a memorandum/resolution authorizing the purchase of the replacement stage at the Killeen Civic and Conference Center from StageRight in the amount of \$90,028.
Attachments: [Original Quote](#)
[BuyBoard Contract](#)
[StageRight Corporation](#)
[StageRight Corp - 667-22](#)
[Certificate of Interested Parties](#)
[Updated Quote](#)
[Presentation](#)
8. [RS-23-123](#) Consider a resolution finding that Oncor Electric's application to increase rates within the City should be denied, authorizing participation with the Steering Committee of Cities Served by Oncor, and finding that the City's reasonable rate case expenses shall be reimbursed by Oncor Electric.
Attachments: [Denial Resolution](#)
[Presentation](#)
9. [RS-23-124](#) Consider a memorandum/resolution appointing Councilmembers to various boards and commissions.
Attachments: [Presentation](#)

Public Hearings

10. [PH-23-044](#) HOLD a public hearing on proposed rate increases for FY 2024 to be effective October 1, 2023.
Attachments: [Presentation](#)
- [OR-23-013](#) Consider an ordinance amending the Code of Ordinances Chapter 24, Solid Waste, to amend commercial solid waste rates.
Attachments: [Ordinance](#)
[Presentation](#)
- [OR-23-014](#) Consider an ordinance amending the Code of Ordinances Chapter 30, Water, Sewers, and Sewage Disposal, to amend water and sewer rates and other changes as presented.

Attachments: [Ordinance](#)
[Presentation](#)

Adjournment

I certify that the above notice of meeting was posted on the Internet and on the bulletin board at Killeen City Hall on or before 5:00 p.m. on August 4, 2023.

Laura J. Calcote, City Secretary

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

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

Notice of Meetings

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

- *Killeen Police Department Graduation & Swearing-In Ceremony, August 25, 2023, 10:00 a.m., Killeen Conference & Civic Center*

Dedicated Service -- Every Day, for Everyone!



City of Killeen

Staff Report

File Number: CP-23-018

Salvador Moreno: On Ref: Citation No. 867278-01 K.P.D. Officer Involved D. Varga No. 432, S.
Officer Clark, Suiter No. 512



City of Killeen

Staff Report

File Number: CP-23-020

Laura Coombes: AA Lane Park



City of Killeen

Staff Report

File Number: DS-23-079

Discuss and consider setting a Budget Townhall Meeting on August 17, 2023, at 5:00 p.m., at Killeen City Hall - Council Chambers.



City of Killeen

Staff Report

File Number: MN-23-017

1	City Council Workshop	08/01/2023	Reviewed and Referred	City Council	08/08/2023
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Consider Minutes of Regular City Council Meeting of July 11, 2023.

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

Presiding: Mayor Debbie Nash-King

Attending: Mayor Protem Nina Cobb, Councilmembers Michael Boyd, Jessica Gonzalez, Jose Segarra, and Joseph Solomon

Absent: Councilmember Ramon Alvarez

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

Don Smith gave the invocation. Mayor Nash-King led everyone in the Pledge of Allegiance.

Approval of Agenda

Motion was made by Councilmember Boyd to approve the agenda. Motion was seconded by Mayor Protem Cobb. The motion carried unanimously (5-0).

Citizen Petitions

CP-23-016 Patsy Bracey: Naming Elms Road Intersections of W.S. Young and Trimmier in memory of Pastors Terry and Jan Whitley

CP-23-017 Jonathan Okray: Responsibility and Duty of the City to inform the City Council

Citizen Comments

Michael Fornino spoke regarding CP-23-017.

Consent Agenda

MN-23-015 Consider Minutes of Regular City Council Meeting of June 13, 2023.

RS-23-106 Consider a memorandum/resolution accepting approximately 1.395 acres of parkland dedication, being out of the C. T. Bourland Survey, Abstract No. 137, generally located on the east side of East Trimmier Road and north of Andalucía Lane, Killeen, Texas.

RS-23-107 Consider a memorandum/resolution approving an Engineering, Procurement, and Construction Agreement with Ameresco, Inc. for an Airport Terminal Program Solar Project at the Killeen Fort Hood Regional Airport, in the amount of \$7,018,065.27.

Motion was made by Mayor Protem Cobb to approve the Consent Agenda, as presented. Motion was seconded by Councilmember Boyd. The motion carried unanimously (5-0).

Ordinances

OR-23-012 Consider an ordinance authorizing the issuance and sale of Combination Tax and Revenue Certificates of Obligation, Series 2023, for capital projects.

The City Secretary read the caption of the ordinance:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KILLEEN, TEXAS, AUTHORIZING THE ISSUANCE AND SALE OF COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2023, LEVYING AN AD VALOREM TAX AND PLEDGING CERTAIN SURPLUS REVENUES IN SUPPORT OF THE CERTIFICATES; APPROVING AN OFFICIAL STATEMENT, A PAYING AGENT/REGISTRAR AGREEMENT AND OTHER AGREEMENTS RELATING TO THE SALE AND ISSUANCE OF THE CERTIFICATES; AND ORDAINING OTHER MATTERS RELATING TO THE ISSUANCE OF THE CERTIFICATES

Staff Comments: Judith Tangalin, Executive Director of Finance

This item was first presented to City Council during their June 27, 2023 Special Workshop meeting. Ms. Tangalin and Dan Wegmiller, Managing Director with Specialized Public Finance Inc., were available to provide additional information and to answer questions.

Motion was made by Councilmember Boyd to approve OR-23-012. Motion was seconded by Councilmember Gonzalez. The motion carried unanimously (5-0).

Budget

RS-23-110 A. Receive Fiscal Year 2024 Proposed Annual Budget and Overview Provided by the City Manager.

B. Set the Date of August 1, 2023, to hold a Public Hearing on the Fiscal Year 2024 Annual Budget.

C. Receive Fiscal Year 2024 Proposed Capital Improvement Program Overview.

Staff Comments: Kent Cagle, City Manager

Mr. Cagle presented the City Council with the Fiscal Year 2024 proposed annual budget giving a brief overview, identifying strategic issues, and highlighting identified priorities. In addition to the proposed budget, Mr. Cagle also presented the proposed capital improvement plan. Mr. Cagle was available to provide additional information and to answer questions.

Motion was made by Mayor Protem Cobb to set the date of August 1, 2023, to hold a Public Hearing on the Fiscal Year 2024 Annual Budget. Motion was seconded by Councilmember Boyd. The motion carried unanimously (5-0).

Public Hearings

PH-23-041 HOLD a public hearing and consider an ordinance submitted by Mitchell & Associates, Inc. on behalf of Square Bitness Lifestyle Enterprises, LLC (Case #Z23-16) to rezone approximately 0.268 acres, being part of the H. O'Neal Survey, Abstract No. 645, from "R-2" (Two-Family Residential District) to "R-3F" (Multifamily Residential District). The property is locally addressed as 1715 18th Street Killeen, Texas.

The City Secretary read the caption of the ordinance:

AN ORDINANCE AMENDING THE CITY OF KILLEEN ZONING ORDINANCE BY CHANGING THE ZONING OF APPROXIMATELY 0.268 ACRES, BEING PART OF THE H. O'NEAL SURVEY, ABSTRACT NO. 645 FROM "R-2" (TWO-FAMILY RESIDENTIAL DISTRICT) TO "R-3F" (MULTIFAMILY RESIDENTIAL DISTRICT); PROVIDING A SAVINGS CLAUSE; PROVIDING FOR THE REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR AN EFFECTIVE DATE.

Staff Comments: Edwin Revell, Executive Director of Development Services

This item was presented to City Council during their June 27, 2023 Special Workshop meeting. Mr. Revell and Robert Mitchell, Chief Executive Officer with Mitchell & Associates, Inc., were 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 Boyd to approve PH-23-041. Motion was seconded by Mayor Protem Cobb. The motion carried unanimously (5-0).

Adjournment

With no further business, upon motion being made by Councilmember Gonzalez, seconded by Councilmember Solomon, and unanimously approved, the meeting was adjourned at 6:34 p.m.



City of Killeen

Staff Report

File Number: RS-23-121

1	City Council Workshop	08/01/2023	Reviewed and Referred	City Council	08/08/2023
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Consider a memorandum/resolution approving the Metro Ethernet services contract with Blue Plains Technology in an amount not to exceed \$61,500 annually.

DATE: July 18, 2023

TO: Kent Cagle, City Manager

FROM: Willie Resto, Executive Director of Information Technology

SUBJECT: Renewal of Ethernet Services

BACKGROUND AND FINDINGS:

Six locations throughout the city require Metro Ethernet service which provides connectivity to the City network for all city related business, to include email and financial services. The current monthly cost is \$5,920 and the proposed renewal rate is \$5,125 per month. This is a cost savings of \$795 per month or \$9,540 annually. The proposed renewal agreement is for 36 months; locations and associated costs are listed below.

Location Monthly Cost	
Transfer Station	647.50
Fire Station #8	647.50
Water and Sewer	885.00
IT	1575.00
Animal Control	685.00
Copper Mountain Library	685.00
TOTAL	\$5,125

THE ALTERNATIVES CONSIDERED:

1. Not renew ethernet services which would cause an interruption in connectivity for six locations.
2. Authorize the renewal of services through Blue Plains Technology which allows network connectivity to many locations.

Which alternative is recommended? Why?

Alternative 2 is recommended; to allow network connectivity to many locations.

CONFORMITY TO CITY POLICY:

The Information Technology Department is seeking approval to procure ethernet services through The Interlocal Purchasing System (TIPS) contract 220105. Purchases made through a cooperative contract are exempt from the competitive bidding process as stated in the Texas Local Government Code (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 amount of the expenditure for the current fiscal year is \$5,125. The renewal is for 36 months and cost per year is \$61,500. This is a cost savings of \$9,540 annually.

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 in account 627-2705-419.44-09.

If not, where will the money come from?

N/A

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

Yes

RECOMMENDATION:

City staff recommends that the City Council authorize the City Manager or his designee to renew the ethernet services agreement with Blue Plains Technology using TIPS contract 220105 in an amount not to exceed \$61,500 annually and that the City Manager or designee be expressly authorized to execute any and all change orders within the amounts set by state and local law.

DEPARTMENTAL CLEARANCES:

Finance
Legal

ATTACHED SUPPORTING DOCUMENTS:

Agreement
Form 1295

**Blue Plains Technology, LLC
Master Services Agreement – Network Service Contract**

This master services agreement (the "Master agreement") is to be effective by and between Blue Plains Technology, LLC, with principal offices at 205 Jeanette Barrett Industrial Boulevard, Wetumpka, AL 36092 and City of Killeen ("Customer"), with principal offices at 101 N. College Street, Killeen, TX 76541. This Master Agreement is entered into as of _____, 2023.

Both parties desire to enter into this Master Agreement in order to set forth the general terms under which Blue Plains Technology, LLC is to provide the Customer with information technology network services. The network services are set forth in a quote executed by both parties (each "quote/proposal" or collectively the "quotes/proposals"), which shall be incorporated in this Master Agreement upon execution. This Master Agreement and each Work Order hereunder will only be effective after both parties, who have full power, authority and legal right to enter into and perform fully obligations under this Agreement; have signed each such respective document. Both Blue Plains Technology, LLC and the Customer each waive their right of subrogation against each other. The terms of this Master Agreement shall apply to each Work Order unless otherwise specified in such Work Order.

The parties hereby agree to the following:

1. Services.

During the service period, Blue Plains Technology, LLC. shall provide the service(s) to Customer at the site(s) identified in each Work Order/Quote (the "Service" or "Services"). In addition to complying with the terms of this Master Agreement, Blue Plains Technology, LLC agrees to provide Services in accordance with all performance criteria and standards set forth below:

- a. Contract will be awarded for a 36 month period.
- b. Renewals can be executed at the Customer's discretion provided:
 - i. Request to exercise renewal option is put in writing by the customer. (renewals may not exceed 3 years or the term of the original contract, whichever is longer)
 - ii. Terms and conditions as set forth in the initial contract and any written amendments signed by both parties remain the same.
 - iii. Renewal does not include any compensation for costs associated with the renewal.
 - iv. Renewal is contingent upon satisfactory performance evaluations by the customer.

c. Service and Monthly Price (By Location) –

Serving CO:	415 N. 2 nd St., Killeen, TX 76541
Locations:	1. Transfer Station – 12200 TX-195 N Killeen TX, 76542
	2. Fire Station 8 – 415 N 2 nd St Killeen TX, 76541
	3. Water and Sewer – 805 W Jasper Dr Killeen TX, 76541
	4. COK – 101 E Avenue D Killeen TX, 76541
	5. Animal Control – 415 N 2 nd ST Killeen TX, 76541
	6. Branch Library – 3000 S W S Young Dr Killeen TX, 76542

Metro Ethernet

Location	Service	Term	Monthly Recurring Charge	Non-Recurring Charge
1	100Mbps Enhanced Ethernet – Classic	36 Months	\$612.50	\$0.00
1	QoS Gold – per Mbps	36 Months	\$35.00	\$0.00
2	100Mbps Enhanced Ethernet – Classic	36 Months	\$612.50	\$0.00
2	QoS Gold – per Mbps	36 Months	\$35.00	\$0.00
3	400Mbps Enhanced Ethernet – Classic	36 Months	\$850.00	\$0.00
3	QoS Gold – per Mbps	36 Months	\$35.00	\$0.00
4	1Gbps Enhanced Ethernet - Classic	36 Months	\$1,400.00	\$0.00
4	QoS Gold – per Mbps	36 Months	\$175.00	\$0.00
5	200Mbps Enhanced Ethernet – Classic	36 Months	\$650.00	\$0.00
5	QoS Gold – per Mbps	36 Months	\$35.00	\$0.00
6	200Mbps Enhanced Ethernet – Classic	36 Months	\$650.00	\$0.00
6	QoS Gold – per Mbps	36 Months	\$35.00	\$0.00
	TOTAL		\$5,125.00	\$0.00

2. Standard Payment Terms.

Pricing detail for the Services is set forth in the Service Agreement/Quote. Charges will begin to accrue upon the Customer Acceptance Date. The charges for the Services are categorized as MRCs or NRCs. Blue Plains Technology, LLC. will invoice Customer monthly for MRCs, and Blue Plains Technology will invoice Customer for NRCs as they are incurred. Customer's first invoice may include prorated charges. Promotional pricing and terms, or other pricing commitments contained in the Service Agreement will expire in accordance with the terms applicable to each promotion or commitment, without further notice to Customer. Customer agrees to pay the total amount of each invoice, so that Blue Plains Technology receives such payment within 30 days of the invoice date.

To dispute the amount or accuracy of any invoice, Customer must notify Blue Plains Technology in writing no later than the due date of the invoice detailing the disputed charges. Credits will not be issued for any charges that are not disputed in writing by the due date of the first invoice containing the disputed charges. Notwithstanding any provision to the contrary herein contained, no payment due under the Service Agreement – whether disputed or undisputed – is subject to withholding, reduction, set-off or adjustment of any nature by Customer.

Invoice payments are due within 30 days. A 2.5% per month interest charge will be applied to late payments. After 90 days with no payment, service disconnect can occur. A standard \$500.00 reconnect fee will apply. Re-establishment of certain services cannot be guaranteed.

The pricing terms set forth in the Service Agreement do not include applicable federal, state and local taxes or regulatory fees, assessments, and surcharges (collectively, "Taxes and Fees"), and these Taxes and Fees are subject to change without notice during the Term of the Service Agreement. Customer is responsible for the payment of all such Taxes and Fees. Customer is also responsible for any charges from third parties that arise when Customer uses Customer's phone number as a billing mechanism for third-party services (such as 900 or other information charges). Should Customer request any third-party services, Customer agrees that Blue Plains Technology may release Customer's name and billing information directly to that third party so that it can bill Customer directly for those services.

Customer will be responsible for all expenses (including reasonable attorney's fees) incurred by Blue Plains Technology, LLC in collecting past due amounts.

3. Trouble Reports.

Blue Plains Technology, LLC will provide Customer with contact information the Customer may use/call to report problems. During Business Hours, Blue Plains Technology shall provide a telephone response to such problem calls within two (2) hours, and, if necessary, exercise

commercially reasonable efforts to provide a physical response within four (4) hours of receiving Customer's call reporting the problem. During non-business hours, Blue Plains Technology, LLC shall provide a telephonic response to such calls within twenty-four (24) hours, and, if necessary, exercise commercially reasonable efforts to provide a physical response within eight (8) hours of receiving Customer's call reporting the problem.

4. For Public Sector Customers, when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be cancelled and the supplier shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the contract.

In the event of failure of the Public Sector customer to make payment hereunder as a result of partial unavailability of funds, at the time such payment is due, of such sufficient revenues of the Public Sector Customer to make such payment, the supplier shall have the option, in addition to the other remedies of the contract, of renegotiating the contract (extending or changing payment terms or amounts) or terminating the contract.

5. Suspension of Service; Termination; Breach.
Customer shall be in default under this Master Agreement in the event that the Customer does one (1) or more of the following (each individually to be considered a separate event of default) and fails to correct such non-compliance within twenty (20) days of receipt of written notice in cases involving non-payment or within thirty (30) days of receipt of written notice in cases involving any other non-compliance:

- a. Customer is more than thirty (30) days past due with respect to any payment required hereunder;
- b. Customer otherwise has failed to comply with the terms of this Master Agreement or any Work Order hereto:

In the event Customer is in default hereunder, Blue Plains Technology, LLC shall have the right, at its option, and in addition to any other remedies it may have, to (I) immediately suspend services to the Customer until such time as the underlying noncompliance has been corrected (without affecting Customer's on-going obligation to pay Blue Plains Technology, LLC the Service Fee as if such suspension of Service had not taken place); (II) terminate the applicable Work Order(s); or (III) after the occurrence of two (2) such events of Customer default in any twelve (12) month period of time, terminate this Master Agreement and/or any or all the applicable Work Orders.

6. Default by Blue Plains Technology, LLC
Blue Plains Technology, LLC shall be in default under this Agreement if Blue Plains Technology, LLC fails to comply with the terms of this Agreement and/or any or all of the applicable Work Order(s), and Blue Plains Technology, LLC fails to remedy each such noncompliance or occurrence within 30 days of receipt of written notice from the Customer describing in reasonable detail the nature, scope and extent of the default or noncompliance.

Customer shall have the right, at its option and in additions to any other remedies it may have, to terminate any applicable Work Order(s), if the underlying event of default and/or noncompliance by Blue Plains Technology, LLC is limited to Services provided under the applicable Work Order(s) or this Agreement, if such noncompliance is not so limited, provided that Blue Plains Technology, LLC diligent efforts to correct such breach are not commenced and pursued within 30 days after Blue Plains Technology, LLC receipt of a written notice from the Customer describing in reasonable detail the nature, scope and extent of the event of default/noncompliance.

7. Blue Plains Technology, LLC hereby agrees to indemnify, hold harmless, and defend the Customer, its elected and appointed officials, employees, agents, and legal representatives against any claims, demands, causes of action, lawsuits, liabilities, costs, and expenditures, of any kind, directly or indirectly caused by, resulting from, arising out of, or occurring in connection with the terms, conditions, and performance of this Agreement, excepting only such claims, demands, causes, of action, lawsuits, liabilities, and costs solely attributable to the gross negligence or willful

misconduct of the Customer or its employees and agents. If any Litigation shall arise between Blue Plains Technology, LLC and the Customer it shall take place in Montgomery County, AL.

8. Notices.


Any notices to be given under this Master Agreement shall be validly given or served only if in writing and sent by nationally recognized overnight delivery service or certified mail (return receipt requested), to the following addresses:

If to Blue Plains Technology: Blue Plains Technology, LLC
3300 Lancelot Court
Pike Road, AL 36064
Attn: Steven Meany

If to Customer: City of Killeen
101 N College St
Killeen, Texas 76541
Attn: Information Technology

Each party may change its respective address(es) for legal notice hereunder by providing the other with notice in accordance herewith.

NOW THEREFORE, Blue Plains Technology, LLC and Customer agree to the terms and conditions included within this Master Agreement and hereby execute this Master Agreement by their duly authorized representatives.

Blue Plains Technology, LLC
By: 
Name: Steven C. Meany
Title: President
Date: June 28, 2023

City of Killeen
By: _____
Name: Kent Cagle
Title: City Manager
Date: _____

Attachment 1

SERVICE LEVEL AGREEMENT
BY AND BETWEEN BLUE PLAINS TECHNOLOGY, LLC
AND CITY OF KILLEEN,
DATED _____, 2023
(This Attachment 1 applies only to Managed Services.)

Blue Plains Technology, LLC operates and maintains an Operations Center. To report a suspected problem with your Service(s) call (334) 219-5482.

1. Trouble Reporting Process. Provide the following information when calling NOC:

- a. Company name
- b. Your name
- c. Your phone number
- d. Email Address
- e. Customer trouble ticket number (if applicable) Company Contact name and number
- f. Nature of observed trouble
- g. Is Service(s) released for testing?
- h. Time of trouble onset

Once our NOC representative has received all of this information, a Customer Trouble Ticket will be assigned and investigation of your report will begin. After the status of your report has been determined, the NOC will contact your designated contact individual to discuss the findings.

If necessary, Blue Plains Technology shall endeavor to have a maintenance employee at the Service Location requiring unscheduled maintenance work, within four (4) hours after the time Blue Plains Technology becomes aware of an event requiring such unscheduled maintenance, unless delayed by circumstances beyond the reasonable control of Blue Plains Technology. In the event that any maintenance hereunder requires a truck roll or reconfiguration involving cable, fiber, electronic equipment, or regeneration or other facilities of the Customer, then Customer shall, at Blue Plains Technology's reasonable request, make such personnel of Customer available as may be necessary in order to accomplish such maintenance. Such Customer personnel shall coordinate and cooperate with Blue Plains Technology in performing such maintenance as required of Blue Plains Technology hereunder. In event it is determined that any trouble resulting in a truck roll was necessitated/caused by Customer or its agents or contractors, Blue Plains Technology shall have the right to charge and Customer shall pay Blue Plains Technology's then current rates for such truck roll and associated work.

2. Operations Center Escalation List. The purpose of escalations is to ensure that adequate resources are mobilized quickly and tracked appropriately and that the underlying Service issue is resolved in the shortest possible time. To that end, the Blue Plains Technology Operations Center provides an escalation list to our customers and service partners for the purpose of escalations within the Blue Plains Technology Operations Center. Customer shall utilize the Blue Plains Technology Operations Center Escalation List, as updated from time to time, to report and seek immediate initial redress for Service exceptions observed/experienced. The current Blue Plains Technology Operations Center Escalation List is on the following page.

BLUE PLAINS TECHNOLOGY, LLC OPERATIONS CENTER ESCALATION LIST

Table 1.

Escalation Level	Blue Plains Technology Operation Center: (833) 458-9510 Name/Title/Email	Contact Numbers
1st Level	Blue Plains Technology Operation Center	(833) 458-9510
2nd Level	Blue Plains Technology Operation Center Lead Engineer	(334) 219-5482

3. **Service Level Guarantee and Credits:** Blue Plains Technology will issue credit allowances for service outages as set forth below upon Customer' written request, which will appear on the next invoice following processing. A service outage begins when customer reports the outage to the appropriate Blue Plains Technology number (s) to open a trouble ticket or responds to an outage notification from Blue Plains Technology. The service outage ends when the affected circuit is fully operational upon confirmation by the end user or successful testing by Blue Plains Technology. No credits will be given for outages that are (a) caused by customer or an end user; (b) due to failure of power or equipment provided by customers or 3rd parties; (c) during any period in which Blue Plains Technology is not given access to the service premises; (d) part of a planned outage for maintenance; or (e) due to a force majeure event. Services provisioned entirely on Blue Plains Technology Network will be credited at 1/1440 of the monthly recurring charges per 30 minute outage up to and including a 24-hour period, or if an outage is greater than 24 hours, at 1/144 of the monthly recurring charges per 3 hour outage. If 3 or more trouble tickets have been opened for a particular service in a 30-day period for Service Interruptions totaling an aggregate of 6 hours of Service Interruption in that 30 day period, and the cause of outage is determined to be in Blue Plains Network's Network or System Equipment and is not due to a Force Majeure Event, such Service will be deemed a Chronic Trouble Service. Customer may disconnect the Chronic Trouble Service without incurring a Termination Liability.

Performance Parameters	Objectives
Packet Delivery	99.99% from customer edge to Blue Plains Technology edge
In-Sequence Delivery	99.99% from customer edge to Blue Plains Technology edge
Latency	10 ms one-way customer edge to Blue Plains Technology edge
Jitter	5 ms one-way customer edge to Blue Plains Technology edge
Frame Loss Rate	99.99%
Network Service Availability	99.99%

4. **Service Level Agreements:** Blue Plains Technology shall perform in accordance with the following SLA:
- a. **Blue Plains Technology Edge:** Blue Plains Technology edge is the first routed hop beyond Blue Plains Technology owned routing hardware. This is the point at which it leaves the Blue Plains Technology network and enters the upstream providers' network. At this point Blue Plains Technology does not have control over the IP packet and cannot insure the integrity of the network.
 - b. **Port Availability:** Port availability for Internet Service is 99.99%. Port availability is a measurement of the total time that Internet Service is operative when measured over a thirty (30) day month (720 hour) period.
 - c. **Packet Delivery Ratio:** Blue Plains Technology Packet Delivery Ratio ("PDR") for the

Internet service 99.99%. The PDR is the measurement of the percentage of IP packets delivered between any Blue Plains Technology core IP/MPLS router and any other Blue Plains Technology IP/MPLS router on the Blue Plains Technology network average over a thirty (30) day month (720 hours) period. If customer's bandwidth is saturated, packet delivery cannot be guaranteed.

- d. Packet Transfer Delay: Blue Plains Technology Packet Transfer Delay ("PTD") for the Internet Service is twenty-five (25) milliseconds. The PTD is the measurement of the average round trip time over a thirty (30) day month (720 hour) period, required for a packet to travel between any Blue Plains Technology Core IP/MPLS router and any other Blue Plains Technology IP/MPLS router on the Blue Plains Technology network. Once a packet leaves the Blue Plains Technology network, deemed as the first routed hop beyond Blue Plains Technology network, no packet delivery can be guaranteed.
 - e. Quality of Service (QoS): Blue Plains Technology cannot insure that any Quality of Service (QoS) marking will be honored beyond the first routed hop past Blue Plains Technology network edge.
 - f. Speed Test Sites: Blue Plains Technology does not support any Internet speed test site results. Results other speed test site will not be considered at any time.
5. Preventative, Emergency and Demand Maintenance.
- a. "Preventative Maintenance" refers to upgrades, and or routine maintenance or necessary alteration/repair of hardware or software or upgrades to increase capacity. Preventative Maintenance may temporarily degrade the quality of the service, including possible outages. Preventative Maintenance shall be undertaken only between the hours of 00:00:01 and 06:00:00 Local Time. Blue Plains Technology shall endeavor to provide at least three (3) days prior notice to the other Party of Preventative Maintenance.
 - b. Emergency Maintenance (Unscheduled Maintenance or Repair). "Emergency Maintenance" shall mean repair work not reasonably anticipated but which requires immediate action to restore network connectivity, use or efforts to correct network conditions that are likely to cause a material service outage, or address any issue reasonably observed as a threat to Blue Plains Technology resources (person, equipment or facility). Work to address an Emergency Maintenance situation may degrade the quality of or cause outages in the services. Blue Plains Technology may undertake Emergency Maintenance at any time deemed necessary but shall make commercially reasonable efforts to perform such maintenance within the hours identified for Preventative Maintenance if possible. Blue Plains Technology shall provide notice of Emergency Maintenance to Customer as soon as is commercially practicable under the circumstances, and when reasonably possible, in advance. Whenever prior notice is given, Customer agrees to acknowledge notice of the emergency event in a reasonable period of time and will take necessary steps to notify key personnel internally in order for Blue Plains Technology to correct or repair the affected area.
 - c. Demand Maintenance. "Demand Maintenance" is work necessary to restore service to one or more end-users of Blue Plains Technology and/or maintenance work required when a deficiency is found when performing Preventative Maintenance work. Blue Plains Technology may undertake Demand Maintenance immediately. Blue Plains Technology shall provide notice of Demand Maintenance to Customer as soon as is commercially practicable under the circumstances.
 - d. Notification. Blue Plains Technology shall provide Customer with notice of Preventative Maintenance or as soon as possible in the case of Emergency or Demand Maintenance to the following by means of electronic mail notification and telephone:

Customer: Name: Willie Resto
E-Mail: wresto@killeentexas.gov
Phone: (254)501-7891

Customer shall notify Blue Plains Technology of any failure, interruption or impairment of the Service, or any event imminently likely to cause the failure, interruption or impairment in the operation of Service for which it is aware.

Additionally. Customer shall notify Blue Plains Technology in advance any time Customer has knowledge that another person or entity is anticipated to engage in construction activities or otherwise dig within five (5) feet of the Cable.

Blue Plains Technology
Email: support@blueplains.tech.com
Phone: (833) 458-9510

Customer shall have the right to be present, at its sole cost and expense, during the performance of any Maintenance so long as this requirement does not interfere with Blue Plains Technology's ability to perform its obligations under this Agreement. In the event that Maintenance is canceled or delayed for whatever reason as previously notified, Blue Plains Technology shall notify Customer at Blue Plains Technology's earliest opportunity and will comply with the provisions of the previous sentence to reschedule any delayed activity.

**MSA Work Order #1
Blue Plains Technology / City of Killeen**

GENERAL INFORMATION:

Company Name: Blue Plains Technology, LLC
Company Address: 205 Jeanette Barrett Industrial Blvd.
Contact: Steve Meany
Telephone Number: (334) 219-5482
Email Address: Smeany@blueplainstech.com

SERVICE CHANGE:

Service Change will affect network services as described in Attachment A and the Master Services Agreement for City of Killeen.

DESCRIPTION OF NEW SERVICE:

Network service - \$5,125.00 monthly for 36 months.

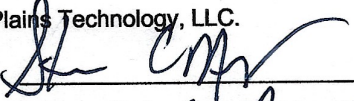
See "Attachment A, Work Order" list of site(s) for proposed Gbps, MRC and NRC.

One time installation total \$0.00.

TERMS

This Work Order will be on the same terms as stated in the network service master services agreement.

IN WITNESS WHEREOF, the parties have caused this Work Order #1 to be executed by and through their respective duly authorized representatives.

Blue Plains Technology, LLC.
By: 
Name: STEVEN C MEANY
Title: PRESIDENT
Date: June 28, 2023

City of Killeen
By: _____
Name: Kent Cagle
Title: City Manager
Date: _____

MSA Work Order #1
Attachment A
City of Killeen

Serving CO:	415 N. 2 nd St., Killeen, TX 76541
Locations:	1. Transfer Station – 12200 TX-195 N Killeen TX, 76542
	2. Fire Station 8 – 415 N 2 nd St Killeen TX, 76541
	3. Water and Sewer – 805 W Jasper Dr Killeen TX, 76541
	4. COK – 101 E Avenue D Killeen TX, 76541
	5. Animal Control – 415 N 2 nd ST Killeen TX, 76541
	6. Branch Library – 3000 S W S Young Dr Killeen TX, 76542

Metro Ethernet

Location	Service	Term	Monthly Recurring Charge	Non-Recurring Charge
1	100Mbps Enhanced Ethernet – Classic	36 Months	\$612.50	\$0.00
1	QoS Gold – per Mbps	36 Months	\$35.00	\$0.00
2	100Mbps Enhanced Ethernet – Classic	36 Months	\$612.50	\$0.00
2	QoS Gold – per Mbps	36 Months	\$35.00	\$0.00
3	400Mbps Enhanced Ethernet – Classic	36 Months	\$850.00	\$0.00
3	QoS Gold – per Mbps	36 Months	\$35.00	\$0.00
4	1Gbps Enhanced Ethernet - Classic	36 Months	\$1,400.00	\$0.00
4	QoS Gold – per Mbps	36 Months	\$175.00	\$0.00
5	200Mbps Enhanced Ethernet – Classic	36 Months	\$650.00	\$0.00
5	QoS Gold – per Mbps	36 Months	\$35.00	\$0.00
6	200Mbps Enhanced Ethernet – Classic	36 Months	\$650.00	\$0.00
6	QoS Gold – per Mbps	36 Months	\$35.00	\$0.00
	TOTAL		\$5,125.00	\$0.00



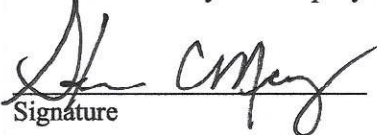
Contract Verification

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

Blue Plains Technology, LLC.
Company Name

Steven C. Meany
Printed Name

President
Title

June 5, 2023
Date

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

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

Blue Plains Technology, LLC.
Pike Road, AL United States

Certificate Number:
2023-1029642

Date Filed:
06/05/2023

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

City of Killeen

Date Acknowledged:

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

230207976176
Telecommunications Services

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

5 Check only if there is NO Interested Party.

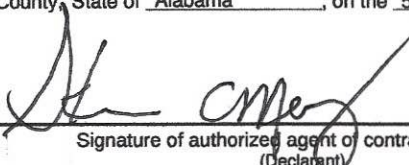
6 UNSWORN DECLARATION

My name is Steven C Meany, and my date of birth is 05/16/1964.

My address is 3300 Lancelot Court (street), Pike Road (city), AL (state), 36064 (zip code), USA (country).

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

Executed in Montgomery County, State of Alabama, on the 5 day of June, 2023.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)



RENEWAL OF METRO-ETHERNET SERVICES

RS-23-121

August 1, 2023

Background

2

- Six locations require Metro Ethernet service to connect to the city network
- The current monthly cost is \$5,920 and the renewal cost will be \$5,125. This is a cost savings of \$795 per month or \$9,540 annually
- The total cost of the renewal agreement over 3 years will be \$184,500

Alternatives

3

- Do not renew agreement for ethernet services which would cause an interruption of connectivity to six locations
- Renew the ethernet services agreement which allows network connectivity to many locations

Recommendation

4

- Staff recommends the City Council authorize the City Manager, or designee to renew the ethernet service agreement with Blue Plains Technology using The Interlocal Purchasing System contract 220105 and that the City Manager, or designee be expressly authorized to execute any and all change orders within the amounts set by state and local law.



City of Killeen

Staff Report

File Number: RS-23-122

1	City Council Workshop	08/01/2023	Reviewed and Referred	City Council	08/08/2023
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Consider a memorandum/resolution authorizing the purchase of the replacement stage at the Killeen Civic and Conference Center from StageRight in the amount of \$90,028.

DATE: August 1, 2023

TO: Kent Cagle, City Manager

FROM: Tiffanie McNair, Executive Director of Community Development

SUBJECT: KCCC Stage Replacement

BACKGROUND AND FINDINGS:

The stage at the Killeen Civic and Conference Center is 21 years old, and many of the parts are at the end of their usable life. The inserts are wearing down with repeated use, some welds have begun to crack, back rails have become worn and are very difficult to attach to the stage. These issues pose a safety hazard and concern for customers who utilize the stage.

Since the current stage is no longer produced, a complete stage replacement is the only option to continue offering a safe, clean, professional stage for customers. This replacement was included in the FY 2023 budget as a decision package.

The Killeen Civic and Conference Center requested quotes from three stage manufacturers, and the following quotes were received.

Company	Quote Amount
StageRight	\$90,028
Sico	\$91,473
MityLite	\$104,287

Staff evaluated the quotes and found StageRight to be responsive and below the estimated cost for stage replacement budgeted in FY 2023. Staff recommends acceptance of the quote from StageRight, in the amount of \$90,028, utilizing the Buyboard cooperative agreement (#667-22).

THE ALTERNATIVES CONSIDERED:

1. Do not approve the purchase of a replacement stage.

2. Approve the purchase of a replacement stage from another vendor.
3. Approve the purchase of a replacement stage from StageRight, in the amount of \$90,028.

Which alternative is recommended? Why?

Staff recommends alternative number 3, acceptance of the quote from StageRight, in the amount of \$90,028. Staff evaluated the quotes and found StageRight to be responsive and below the estimated cost for stage replacement budgeted in FY 2023.

CONFORMITY TO CITY POLICY:

Yes, purchasing from StageRight conforms to city policy based on their BuyBoard cooperative contract. The purchase will utilize BuyBoard cooperative contract #667-22. Purchases made through a cooperative contract are exempt from the competitive bidding process as stated in Texas Local Government Code (TLGC) section 271.102, subchapter F; local government that purchases goods or services under this subchapter satisfies any state law requiring the local government to seek competitive bids for the purchase of the goods or services.

FINANCIAL IMPACT:

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

The amount is \$90,028 in FY 2023. No expenses are expected for this project in future fiscal years.

Is this a one-time or recurring expenditure?

This is a one-time expenditure with fixed costs.

Is this expenditure budgeted?

Yes, funds are available in the Hotel Occupancy Fund Conference Center account 214-0705-457.61-50.

If not, where will the money come from?

N/A

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

Yes

RECOMMENDATION:

Staff recommends the City Council authorize the purchase of the replacement stage at the Killeen Civic and Conference Center from StageRight in the amount of \$90,028. The staff also

recommends that the City Council authorize the City Manager to execute all necessary contract documents and that the City Council expressly authorize the City Manager to execute any and all change orders within the amounts set by state and local laws.

DEPARTMENTAL CLEARANCES:

Finance

Legal

ATTACHED SUPPORTING DOCUMENTS:

StageRight Quote 12479

1295

Buyboard contract document



495 Pioneer Parkway
 Clare, MI 48617
 Phone: 800-438-4499
 Fax: 989-386-3500
 www.stageright.com

Quote for Killeen Convention Center
 Quote: 12479
 Revision: 2
 Offer Valid Through: 7/14/23
 Proposed by: Amy Whitney
 Phone: (800) 438-4499
 Email: awhitney@stageright.com

Quote Reference Number: 12479

Address Information

Bill To:

Killeen Convention Center
 P.O. Box 1329
 Killeen, Texas 76540
 United States

Ship To:

Killeen Convention Center
 3601 South W.S. Young Drive
 Killeen, Texas 76542
 United States

Contact Buying: Jonathan VanExel
Phone: (254) 220-8854
Email: jvanexel@ci.killeen.tx.us

Contact Shipping: Jonathan VanExel
Phone: (254) 220-8854
Email: jvanexel@ci.killeen.tx.us

Terms and Conditions

Payment Terms: 30% Down, Balance Net 30

Killeen Conv Ctr - ME-2750 no buyboard-060623

Products

Description	Part Number	Qty	Price	Ext Price
ME-2750, 8' x 8' x 36"-56" w/ R.L.A	319236	12	\$2,817.00 USD	\$33,804.00 USD
Deck, 4'x8', Reversible with Black TechStage 0.095"/Gray Carpet Surfaces, A	648an2d	40	\$707.00 USD	\$28,280.00 USD
Stair - Folding Adjustable 36"-56" 6 Step, redesign alum. tread	360006	4	\$1,740.00 USD	\$6,960.00 USD
Guardrail, 8' x 42", Stage Rail	390402	11	\$414.00 USD	\$4,554.00 USD
Guardrail, 4' x 42", Stage Rail	390400	4	\$330.00 USD	\$1,320.00 USD
Skirt, 8' x 36"-56" Black Janus, Clip Attachment	321112	11	\$150.00 USD	\$1,650.00 USD
Skirt, 4'x36"-56", Black Janus, Clip Attachment	321125	4	\$115.00 USD	\$460.00 USD
Transport, Drapery	322113	1	\$775.00 USD	\$775.00 USD
Transport, Guardrail Universal (36 - 4' or 20 - 6' to 8' Guardrails)	322248	1	\$1,275.00 USD	\$1,275.00 USD
Transport, Deck 4' x 8' (15), with castors	322201	3	\$650.00 USD	\$1,950.00 USD

Services

Description	Qty	Price	Ext Price
SR 1 Year Warranty	1	\$0.00 USD	\$0.00 USD

Additional Charges/Credits

Description	Qty	Price	Ext Price
Shipping & Freight	1	\$9,000.00 USD	\$9,000.00 USD

Alternates

Description	Part Number	Qty	Price	Ext Price
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Products Total: \$81,028.00 USD
Services Total: \$0.00 USD
Additional Charges/Credits Total: \$9,000.00 USD
Alternates Total: \$0.00 USD
***Net Total: \$90,028.00 USD**

Quote Comments

A Sales Tax Exempt Form must be provided with an order or Sales Tax will be added.

Specific Terms

Quoted price does not include any State and/or Local Taxes unless specified in the quotation
*Quoted Net Total does not include Alternate items; Ask for a quote revision after approving or rejecting Alternates to see an updated Net Total
Within five business days from receipt of order, an order acknowledgement will be sent to confirm your order and provide a scheduled ship date. It will also contain important information regarding the processing and delivery of your order. Contact StageRight immediately if you do not receive your order confirmation.
Lead time is estimated and varies based on manufacturing capacity. Actual ship date will be determined at placement of order. Shipping rates are subject to change. Freight Terms: FOB Clare - MI
StageRight collects tax in the following states: AL AZ CA CO DC FL GA HI IN MA MI MN NE NJ NM NV NY PA TX WA WI
A tax exempt certificate must be provided at time of order placement or sales tax will be added to the order.
These can be forwarded to the following email address: taxexemptions@rogersgrp.com
All Labor and costs associated with docking, unloading, transferring or set up of the equipment and removal of debris are not included unless specified in the quotation
Configured parts or part numbers ending in '-Custom' will have a production suffix added to the part number upon sales order creation and may appear different on invoices
Visa - Mastercard - American Express and Discover Accepted

Order Authorization

Date

All rights reserved. Copyright Rogers Group, Inc.



Vendor Contract Information Summary

Vendor StageRight Corporation
Contact Sarah Waite
Phone 800-438-4499
Email swaite@stageright.com
Vendor Website www.StageRight.com
TIN 38-2513133
Address Line 1 495 Pioneer Parkway
Vendor City Clare
Vendor Zip 48617
Vendor State MI
Vendor Country USA
Delivery Days 10
Freight Terms FOB Destination
Payment Terms Net 30 days
Shipping Terms Freight prepaid by vendor and added to invoice
Ship Via Best Way
Designated Dealer No
EDGAR Received Yes
Service-disabled Veteran Owned No
Minority Owned No
Women Owned No
National No
No Foreign Terrorist Orgs Yes
No Israel Boycott Yes
MWBE No
ESCs All Texas Regions
States All States
Contract Name Furniture for School, Office, Science, Library and Dormitory
Contract No. 667-22
Effective 04/01/2022
Expiration 03/31/2025
Accepts RFQs Yes
Quote Reference Number 667-22
Return Policy No product may be returned without approval from StageRight. Authorized returns maybe subject to a 15% restocking charge and return freight.

January 27, 2023

Sent via email to: swaite@stageright.com

Sarah Waite
StageRight Corporation
495 Pioneer Parkway
Clare MI 48617

Re: Furniture for School, Office, Science, Library and Dormitory
BuyBoard Contract 667-22

The Local Government Purchasing Cooperative (BuyBoard) awarded your company a contract under Furniture for School, Office, Science, Library and Dormitory, Contract 667-22 effective 4/1/2022 through March 31, 2023, with two possible one-year renewals. At this time the BuyBoard is renewing your contract through March 31, 2024.

All discounts, terms, and conditions of your contract will remain the same. If you agree to this renewal, there is nothing you need to do. However, if you do not agree to this renewal, you must notify me via email at contractadmin@buyboard.com prior to the start of the renewal term.

Reminder: Once a BuyBoard contract is awarded, vendors must generate a minimum of \$15,000 annually or they may not be offered a contract renewal.

If you have questions or comments concerning this renewal, please contact me as soon as possible at contractadmin@buyboard.com . We appreciate your interest in The Local Government Purchasing Cooperative.

Sincerely,

Jim Tulberg

Jim Tulberg
Vendor Contract Administrator

1st renewal v.02.13.2020

February 4, 2022

Sent Via Email: swaite@stageright.com

StageRight Corporation
StageRight Corporation
495 Pioneer Parkway
Clare, Michigan 48617

Welcome to BuyBoard!

Re: *Notice of The Local Government Purchasing Cooperative Contract Award*; Proposal Invitation No. 667-22, Furniture for School, Office, Science, Library and Dormitory

Congratulations, The Local Government Purchasing Cooperative (Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal Invitation. The contract is effective for an initial one-year term of April 1, 2022 through March 31, 2023 and may be subject to two possible one-year renewals. Please refer to the Proposal Invitation for the contract documents, including the General Terms and Conditions of the Contract.

To review the items your company has been awarded, please review Proposal Tabulation No. 667-22 at: www.buyboard.com/vendor. Only items marked as awarded to your company are included in this contract award, and only those awarded items may be sold through the BuyBoard contract. All sales must comply with the contract terms and must be at or below the awarded pricing as set forth in the General Terms and Conditions.

The contract will be posted on the BuyBoard website as an online electronic catalog(s). **You are reminded that, in accordance with the General Terms and Conditions, all purchase orders must be processed through the BuyBoard.** Except as expressly authorized in writing by the Cooperative's administrator, you are not authorized to process a purchase order received directly from a Cooperative member that has not been processed through the BuyBoard or provided to the Cooperative. If you receive a purchase order directly from a Cooperative member that you have reason to believe has not been received by the Cooperative or processed through the BuyBoard, you must promptly forward a copy of the purchase order by email to info@buyboard.com.

A list of Cooperative members is available on the buyboard.com website. The BuyBoard vendor relations staff will be contacting you to assist with the resources available and to provide any support you may need as an awarded BuyBoard vendor.

On behalf of the Cooperative, we appreciate your interest in the Cooperative and we are looking forward to your participation in the program. If you have any questions, please contact **Cooperative Procurement Staff** at 800-695-2919 (select option "2").

Sincerely,



Arturo Salinas
Asst. Division Director, Cooperative Purchasing
Texas Association of School Boards, Inc.,
Administrator for The Local Government Purchasing Cooperative



February 4, 2022

Sent Via Email: swaite@stageright.com

StageRight Corporation
StageRight Corporation
495 Pioneer Parkway
Clare, Michigan 48617

Welcome to BuyBoard!

Re: *Notice of National Purchasing Cooperative Award*; Proposal Invitation No. 667-22, Furniture for School, Office, Science, Library and Dormitory

Congratulations, The National Purchasing Cooperative (National Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal Invitation. The contract is effective for an initial one-year term of April 1, 2022 through March 31, 2023 and may be subject to two possible one-year renewals. Please refer to the Proposal Invitation for the contract documents, including the National Purchasing Cooperative Vendor Award Agreement and General Terms and Conditions of the Contract.

To review the items your company has been awarded, please review Proposal Tabulation No. 677-22 at www.buyboard.com/vendor. Only items marked as awarded to your company are included in this contract award, and only those awarded items may be sold through the BuyBoard contract. All sales must comply with the contract terms and must be at or below the awarded pricing as set forth in the General Terms and Conditions.

The contract will be posted on the BuyBoard website as an online electronic catalog(s). **You are reminded that, in accordance with the General Terms and Conditions, all purchase orders from National Cooperative members must be processed through the BuyBoard.** Except as expressly authorized in writing by the Cooperative's administrator, you are not authorized to process a purchase order received directly from a National Cooperative member that has not been processed through the BuyBoard or provided to the Cooperative. If you receive a purchase order directly from a National Cooperative member that you have reason to believe has not been received by the National Cooperative or processed through the BuyBoard, you must promptly forward a copy of the purchase order by e-mail to info@buyboard.com

A list of National Cooperative members is available on the buyboard.com website. The BuyBoard vendor relations staff will be contacting you to assist with resources available and provide any support you may need as an awarded BuyBoard vendor.

On behalf of the National Cooperative, we are looking forward to your participation in the program. If you have any questions, please contact **Cooperative Procurement Staff** at 800-695-2919 (select option "2").

Sincerely,

Arturo Salinas, Asst. Division Director, Cooperative Purchasing
Texas Association of School Boards, Inc., Procurement Administrator for the National Purchasing Cooperative

v.02.01.2021





12007 Research Boulevard • Austin, Texas 78759-2439 • PH: 800-695-2919 • buyboard.com

PROPOSER'S ACCEPTANCE AND AGREEMENT

Proposal Invitation Name: Furniture for School, Office, Science, Library and Dormitory

Proposal Due Date/Opening Date and Time: October 28, 2021, at 4:00 PM

Proposal Invitation Number: 667-22

Location of Proposal Opening:
Texas Association of School Boards, Inc.
BuyBoard Department
12007 Research Blvd.
Austin, TX 78759

Contract Term: April 1, 2022, through March 31, 2023, with two possible one-year renewals.

Anticipated Cooperative Board Meeting Date: January 2022

By signature below, the undersigned acknowledges and agrees that you are authorized to submit this Proposal, including making all acknowledgements, consents, and certifications herein, on behalf of Proposer and, to the best of your knowledge, the information provided is true, accurate, and complete.

Name of Proposing Company

Date

Street Address



Signature of Authorized Company Official

City, State, Zip

Printed Name of Authorized Company Official

Telephone Number of Authorized Company Official

Position or Title of Authorized Company Official

Fax Number of Authorized Company Official

Federal ID Number



PROPOSAL FORMS PART 1: COMPLIANCE FORMS

INSTRUCTIONS:

Proposer must review and complete all forms in this Proposal Forms Part 1:

- Proposal Acknowledgements
- Felony Conviction Disclosure
- Resident/Nonresident Certification
- Debarment Certification
- Vendor Employment Certification
- No Boycott Verification
- No Excluded Nation or Foreign Terrorist Organization Certification
- Historically Underutilized Business Certification
- Acknowledgement of BuyBoard Technical Requirements
- Construction-Related Goods and Services Affirmation
- Deviation and Compliance
- Vendor Consent for Name Brand Use
- Confidential/Proprietary Information
- EDGAR Vendor Certification
- Compliance Forms Signature Page

An authorized representative of Proposer must initial in the bottom right corner of each page where indicated and complete and sign the Compliance Forms Signature Page. Proposer's failure to fully complete, initial, and sign forms as required may result in your Proposal being rejected as non-responsive.

PROPOSAL ACKNOWLEDGEMENTS

The proposing company ("you" or "your") hereby acknowledges and agrees as follows:

1. You have carefully examined and understand all information and documentation associated with this Proposal Invitation, including the Instructions to Proposers, General Information, General Terms and Conditions, attachments/forms, appendices, item specifications, and line items (collectively "Requirements");
2. By your response ("Proposal") to this Proposal Invitation, you propose to supply the products or services submitted at the pricing quoted in your Proposal and in strict compliance with the Requirements, unless specific deviations or exceptions are noted in the Proposal;
3. By your Proposal, you acknowledge and certify all items set forth in the General Terms and Conditions, Section B.12 (Certifications), including all non-collusion certifications and certifications regarding legal, ethical, and other matters set forth therein.
4. Any and all deviations and exceptions to the Requirements have been noted in your Proposal on the required form and no others will be claimed;

Initial: SW



5. If the Cooperative accepts any part of your Proposal and awards you a Contract, you will furnish all awarded products or services at the pricing quoted and in strict compliance with the Requirements (unless specific deviations or exceptions are noted on the required form and accepted by the Cooperative), including without limitation the Requirements related to:
 - a. conducting business with Cooperative members, including offering pricing to members that is the best you offer compared to similarly situated customers in similar circumstances;
 - b. payment of a service fee in the amount specified and as provided for in this Proposal Invitation;
 - c. the **possible** award of a piggy-back contract by the National Purchasing Cooperative or nonprofit entity, in which event you will offer the awarded products and services in accordance with the Requirements; and
 - d. submitting price sheets or catalogs in the proper format as required by the Cooperative as a prerequisite to activation of your Contract;
6. You have clearly identified on the included form any information in your Proposal that you believe to be confidential or proprietary or that you do not consider to be public information subject to public disclosure under the Texas Public Information Act or similar public information law;
7. The individual submitting this Proposal is duly authorized to enter into the contractual relationship represented by this Proposal Invitation on your behalf and bind you to the Requirements, and such individual (and any individual signing a form or Proposal document) is authorized and has the requisite knowledge to provide the information and make the representations and certifications required in the Requirements;
8. You have carefully reviewed your Proposal, and certify that all information provided is true, complete, and accurate to the best of your knowledge, and you authorize the Cooperative to take such action as it deems appropriate to verify such information; and
9. Any misstatement, falsification, or omission in your Proposal, whenever or however discovered, will be grounds for disqualifying you from consideration for a contract award under this Proposal Invitation, termination of a contract award, or any other remedy or action provided for in the General Terms and Conditions or by law.

FELONY CONVICTION DISCLOSURE

Subsection (a) of Section 44.034 of the Texas Education Code (Notification of Criminal History of Contractor) states: "A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Section 44.034 further states in Subsection (b): "A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

Please check (✓) one of the following:

- My company is a publicly-held corporation. (Advance notice requirement does not apply to publicly-held corporation.)
- My company is not owned or operated by anyone who has been convicted of a felony.
- My company is owned/operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): _____

Details of Conviction(s): _____

Initial: sw



RESIDENT /NONRESIDENT CERTIFICATION

Chapter 2252, Subchapter A, of the Texas Government Code establishes certain requirements applicable to proposers who are not Texas residents. Under the statute, a "resident" proposer is a person whose principal place of business is in Texas, including a contractor whose ultimate parent company or majority owner has its principal place of business in Texas. A "nonresident" proposer is a person who is not a Texas resident. Please indicate the status of your company as a "resident" proposer or a "nonresident" proposer under these definitions.

Please check (✓) one of the following:

- I certify that my company is a **Resident Proposer.**
- I certify that my company is a **Nonresident Proposer.**

If your company is a Nonresident Proposer, you must provide the following information for your resident state (the state in which your company's principal place of business is located):

Company Name	Address	
City	State	Zip Code

- A. Does your resident state require a proposer whose principal place of business is in Texas to under-price proposers whose resident state is the same as yours by a prescribed amount or percentage to receive a comparable contract?
 Yes No
- B. What is the prescribed amount or percentage? \$ _____ or _____ %

DEBARMENT CERTIFICATION

By signature on the Compliance Forms Signature Page, I certify that neither my company nor an owner or principal of my company has been debarred, suspended or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register and Rules and Regulations. Neither my company nor an owner or principal of my company is currently listed on the government-wide exclusions in SAM, debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority. My company agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from my company if my company or an owner or principal is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority.

VENDOR EMPLOYMENT CERTIFICATION

Section 44.031(b) of the Texas Education Code establishes certain criteria that a school district must consider when determining to whom to award a contract. Among the criteria for certain contracts is whether the vendor or the vendor's ultimate parent or majority owner (i) has its principal place of business in Texas; or (ii) employs at least 500 people in Texas.

If neither your company nor the ultimate parent company or majority owner has its principal place of business in Texas, does your company, ultimate parent company, or majority owner employ at least 500 people in Texas?

Please check (✓) one of the following:

- Yes
- No

Initial: SW



NO BOYCOTT VERIFICATION

A Texas governmental entity may not enter into a contract with a value of \$100,000 or more that is to be paid wholly or partly from public funds with a company (excluding a sole proprietorship) that has 10 or more full-time employees for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel and will not boycott Israel during the term of the contract (TEX. GOV'T CODE Ch. 2271), (2) does not boycott energy companies and will not boycott energy companies during the term of the contract (TEX. GOV'T CODE Ch. 2274 effective September 1, 2021), and (3) 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 (TEX. GOV'T CODE Ch. 2274 effective September 1, 2021). Accordingly, this certification form is included to the extent required by law.

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations 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. TEX. GOV'T CODE §808.001(1).

"Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Paragraph (A). TEX. GOV'T CODE §809.001(1) (effective September 1, 2021).

"Discriminate against a firearm entity or firearm trade association" means, (A) with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and (B) does not include: (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship: (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association. TEX. GOV'T CODE §2274.001(3) (effective September 1, 2021).

By signature on the Compliance Forms Signature Page, to the extent applicable, I certify and verify that Vendor does not boycott Israel, boycott energy companies, or discriminate against a firearm entity or firearm trade association and will not do so during the term of any contract awarded under this Proposal Invitation, that this certification is true, complete and accurate, and that I am authorized by my company to make this certification.

Initial: SW



NO EXCLUDED NATION OR FOREIGN TERRORIST ORGANIZATION CERTIFICATION

Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

By signature on the Compliance Forms Signature Page, I certify and verify that Vendor is not on the Texas Comptroller’s list identified above; that this certification is true, complete and accurate; and that I am authorized by my company to make this certification.

HISTORICALLY UNDERUTILIZED BUSINESS CERTIFICATION

A Proposer that has been certified as a Historically Underutilized Business (also known as a Minority/Women Business Enterprise or “MWBE” and all referred to in this form as a “HUB”) is encouraged to indicate its HUB certification status when responding to this Proposal Invitation. The BuyBoard website will indicate HUB certifications for awarded Vendors that properly indicate and document their HUB certification on this form. Please check (√) all that apply:

- I certify that my company has been certified as a HUB in the following categories:
 - Minority Owned Business**
 - Women Owned Business**
 - Service-Disabled Veteran Owned Business (veteran defined by 38 U.S.C. §101(2), who has a service-connected disability as defined by 38 U.S.C. § 101(16), and who has a disability rating of 20% or more as determined by the U. S. Department of Veterans Affairs or Department of Defense)**

Certification Number: _____

Name of Certifying Agency: _____

- My company has **NOT** been certified as a HUB.

ACKNOWLEDGEMENT OF BUYBOARD TECHNICAL REQUIREMENTS

Vendor shall review the BuyBoard Technical Requirements included in this Proposal Invitation. By signature on the Compliance Forms Signature Page, the undersigned affirms that Proposer has obtained a copy of the BuyBoard Technical Requirements, has read and understands the requirements, and certifies that Vendor is able to meet and will comply with those requirements except as follows: *[List and explain BuyBoard Technical Requirements, if any, to which your company **cannot** or will **not** comply.]*

Note: In accordance with the General Terms and Conditions of the Contract, to the extent Vendor is awarded a Contract under this Proposal Invitation but is unable or unwilling to meet the applicable BuyBoard Technical Requirements, the information available on the BuyBoard for Vendor’s awarded products or services may be limited, potentially placing Vendor at a disadvantage and impacting the ability of Cooperative members to search, find, review, and purchase Vendor’s awarded products and services on the BuyBoard website. Further, to the extent Vendor has acknowledged ability to meet and comply with the BuyBoard Technical Requirements, any subsequent failure or refusal by Vendor to promptly provide information upon request to the Cooperative administrator in accordance with those technical requirements may be deemed an event of default under the Contract.

Initial: sw



CONSTRUCTION-RELATED GOODS AND SERVICES AFFIRMATION

The Cooperative issued the BuyBoard Procurement and Construction-Related Goods and Services Advisory for Texas Members ("Advisory"), which provides information specifically relevant to the procurement of construction-related goods and services by Texas Cooperative members. The Advisory, available at buyboard.com/Vendor/Resources.aspx, provides an overview of certain legal requirements that are potentially relevant to a Cooperative member's procurement of construction or construction-related goods and services, including those for projects that may involve or require architecture, engineering or independent testing services. A copy of the Advisory can also be provided upon request. Because many BuyBoard contracts include goods or installation services that might be considered construction-related, Proposer must make this Construction Related-Goods and Services Affirmation regardless of type of goods or services associated with this Proposal Invitation.

A contract awarded under this Proposal Invitation covers only the specific goods and/or services awarded by the Cooperative. As explained in the Advisory ("Advisory"), **Texas law prohibits the procurement of architecture or engineering services through a purchasing cooperative. This Proposal Invitation and any Contract awarded thereunder does not include such services. Architecture or engineering services must be procured by a Cooperative member separately, in accordance with the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code) and other applicable law and local policy.**

By signature on the Compliance Forms Signature Page, Proposer affirms that Proposer has obtained a copy of the Advisory, has read and understands the Advisory, and is authorized by Proposer to make this affirmation. If Proposer sells construction-related goods or services to a Cooperative member under a Contract awarded under this Proposal Invitation, Proposer will comply with the Advisory and applicable legal requirements, make a good faith effort to make its Cooperative member customers or potential Cooperative member customers aware of such requirements, and provide a Cooperative member with a copy of the Advisory before accepting the member's Purchase Order or other agreement for construction-related goods or services.

Initial: SW



DEVIATION AND COMPLIANCE

If your company intends to deviate from the General Terms and Conditions, Proposal Specifications or other requirements associated with this Proposal Invitation, you **MUST** list all such deviations on this form, and provide complete and detailed information regarding the deviations on this form or an attachment to this form. **Prior to completing this form, Vendor shall review the General Terms and Conditions section B.4 (Deviations from Item Specifications and General Terms and Conditions). Please note that, as provided in section B.4, certain provisions of the General Terms and Conditions are NOT subject to deviation, and certain deviations will be deemed rejected without further action by the Cooperative. Any attempted deviation, whether directly or indirectly, to provisions identified in this Proposal Invitation as not subject to deviation shall be deemed rejected by the Cooperative and, unless otherwise withdrawn by Vendor, may result in Vendor’s Proposal being rejected in its entirety.**

The Cooperative will consider any deviations in its contract award decision and reserves the right to accept or reject a proposal based upon any submitted deviation.

In the absence of any deviation identified and described in accordance with the above, your company must fully comply with the General Terms and Conditions, Proposal Specifications and all other requirements associated with this Proposal Invitation if awarded a Contract under this Proposal Invitation. A deviation will not be effective unless accepted by the Cooperative. The Cooperative, by and through the Cooperative administrator, may, in its sole discretion, seek clarification from and/or communicate with Proposer(s) regarding any submitted deviation, consistent with general procurement principles of fair competition. The Cooperative reserves the right to accept or reject a Proposal based upon any submitted deviation.

Please check (√) one of the following:

- No;** Deviations
- Yes;** Deviations

List and fully explain any deviations you are submitting:

Information presented by the Vendor has been accepted by BuyBoard.

Connie W Burkett, CTSBO
Director - Cooperative Operations

Packaging, Transportation and Delivery is NOT included in price list as requested per specifications. Freight and delivery charges are calculated at the time of the Request for Quote and must be included in Members final Purchase Order.

StageRight standard lead-time for items is 45-60 days.

Initial: SW



VENDOR CONSENT FOR NAME BRAND USE

BuyBoard members seeking to make purchases using a Contract awarded under this Proposal Invitation may view information regarding awarded Vendors, including but not limited to product catalogs, pricelists, pricing, and Proposals, through the BuyBoard website. To improve and enhance the experience of BuyBoard members seeking to procure goods and services under the Contract utilizing the BuyBoard website, any Vendor logo, product images, and similar brand and trademark information provided by Vendor for purposes of the Contract ("Vendor Information") may be posted on the BuyBoard website.

You acknowledge that, by submitting your Proposal, unless you specifically opt out below, you consent to use of your company's Vendor Information on the BuyBoard website if awarded a Contract. You further acknowledge that whether, where, and when to include the Vendor Information on the BuyBoard website shall be at the sole discretion of the BuyBoard Administrator. Vendor retains, however, the right of general quality control over the BuyBoard Administrator's authorized display of proprietary Vendor Information. Neither the BuyBoard nor its administrator will be responsible for the use or distribution of Vendor Information by BuyBoard members or any other third party using the BuyBoard website. This Vendor Consent shall be effective for the full term of the Contract, including renewals, unless Vendor provides a signed, written notice revoking consent to contractadmin@buyboard.com. BuyBoard shall have up to thirty days from the date of receipt of a termination or revocation of a Vendor Consent to remove Vendor information from the BuyBoard website.

This Vendor Consent is subject to the Terms and Conditions of the Contract, including, but not limited to, those terms pertaining to Disclaimer of Warranty and Limitation of Liability, Indemnification, and Intellectual Property Infringement.

Vendor logo files must be submitted in one of the formats set forth in the BuyBoard Technical Requirements. Proposers are requested to submit this information with Vendor's Proposal. (This consent shall not authorize use of your company's Vendor Information by BuyBoard if your company is not awarded a Contract.)

OPT OUT:

If your company wishes to opt out of the Vendor Consent for Name Brand Use, you must check the opt out box below. ***DO NOT select this box unless your company is opting out of this Vendor Consent for Name Brand Use.***

By checking this box, Vendor hereby declines to provide consent for use of Vendor Information (as defined herein) on the BuyBoard website. **By opting out, Vendor acknowledges and agrees that, if Vendor is awarded a Contract under this Proposal Invitation, information available on the BuyBoard for Vendor's awarded products or services may be limited, potentially placing Vendor at a disadvantage and impacting the ability of Cooperative members to search, find, review, and purchase Vendor's awarded products and services on the BuyBoard website.**

Initial: SW



CONFIDENTIAL/PROPRIETARY INFORMATION

A. Public Disclosure Laws

All Proposals, forms, documentation, catalogs, pricelists, or other materials submitted by Vendor to the Cooperative in response to this Proposal Invitation, may be subject to the disclosure requirements of the Texas Public Information Act (Texas Government Code chapter 552.001, *et. seq.*) or similar disclosure law. Proposer must clearly identify on this form any information in its Proposal (including forms, documentation, or other materials submitted with the Proposal) that Proposer considers proprietary or confidential. If Proposer fails to properly identify the information, the Cooperative shall have no obligation to notify Vendor or seek protection of such information from public disclosure should a member of the public or other third party request access to the information under the Texas Public Information Act or similar disclosure law. When required by the Texas Public Information Act or other disclosure law, Proposer may be notified of any third-party request for information in a Proposal that Proposer has identified in this form as proprietary or confidential.

Does your Proposal (including forms, documentation, catalogs, pricelists, or other materials submitted with the Proposal) contain information which Vendor considers proprietary or confidential?

Please check (✓) one of the following:

NO, I certify that none of the information included with this Proposal is considered confidential or proprietary.

YES, I certify that this Proposal contains information considered confidential or proprietary and all such information is specifically identified on this form.

If you responded "YES", you must clearly identify below the specific information you consider confidential or proprietary. List each page number, form number, or other information sufficient to make the information readily identifiable. The Cooperative and Cooperative administrator shall not be responsible for a Proposer's failure to clearly identify information considered confidential or proprietary. Further, by submitting a Proposal, Proposer acknowledges that the Cooperative and Cooperative administrator will disclose information when required by law, even if such information has been identified herein as information Vendor considers confidential or proprietary.

Confidential / Proprietary Information:

(Attach additional sheets if needed.)

Initial: SW



B. Copyright Information

Does your Proposal (including forms, documentation, pricelists, catalogs, or other materials submitted with the Proposal) contain copyright information?

Please check (✓) one of the following:

- NO**, Proposal (including forms, documentation, pricelists, catalogs, or other materials submitted with the Proposal) does not contain copyright information.
- YES**, Proposal (including forms, documentation, pricelists, catalogs, or other materials submitted with the Proposal) does contain copyright information.

If you responded "YES", clearly identify below the specific documents or pages containing copyright information.

Copyright Information: _____

(Attach additional sheets if needed.)

C. Consent to Release Confidential/Proprietary/Copyright Information to BuyBoard Members

BuyBoard members (Cooperative and nonprofit members) seeking to make purchases through the BuyBoard may wish to view information included in the Proposals of awarded Vendors. If you identified information on this form as confidential, proprietary, or subject to copyright, and you are awarded a BuyBoard contract, your acceptance of the BuyBoard contract award constitutes your consent to the disclosure of such information to BuyBoard members, including posting of such information on the secure BuyBoard website for members. Note: Neither the Cooperative nor Cooperative administrator will be responsible for the use or distribution of information by BuyBoard members or any other party.

D. Consent to Release Proposal Tabulation

Notwithstanding anything in this Confidential/Proprietary Information form to the contrary, by submitting a Proposal, Vendor consents and agrees that, upon Contract award, the Cooperative may publicly release, including posting on the public BuyBoard website, a copy of the proposal tabulation and award information for the Contract including Vendor name; proposed catalog/pricelist name(s); proposed percentage discount(s), hourly labor rate(s), or other specified pricing; and Vendor award or non-award information.

Initial: SW



EDGAR VENDOR CERTIFICATION **(2 CFR Part 200 and Appendix II)**

When a Cooperative member seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or new "EDGAR"). All Vendors submitting a Proposal must complete this EDGAR Certification Form regarding Vendor's willingness and ability to comply with certain requirements which *may* be applicable to specific Cooperative member purchases using federal grant funds. Completed forms will be made available to Cooperative members for their use while considering their purchasing options when using federal grant funds. Cooperative members may also require Vendors to enter into ancillary agreements, in addition to the terms and conditions of the BuyBoard contract, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

For each of the items below, Vendor should certify Vendor's agreement and ability to comply, where applicable, by having Vendor's authorized representative check the applicable boxes, initial each page, and sign the Compliance Forms Signature Page. If you fail to complete any item in this form, the Cooperative will consider and may list the Vendor's response on the BuyBoard as "NO," the Vendor is unable or unwilling to comply. A "NO" response to any of the items may, if applicable, impact the ability of a Cooperative member to purchase from the Vendor using federal funds.

1. Vendor Violation or Breach of Contract Terms:

Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Provisions regarding Vendor default are included in the BuyBoard General Terms and Conditions, including Section E.18, Remedies for Default and Termination of Contract. Any Contract award will be subject to such BuyBoard General Terms and Conditions, as well as any additional terms and conditions in any Purchase Order or Cooperative member ancillary contract agreed upon by Vendor and the Cooperative member which must be consistent with and protect the Cooperative member at least to the same extent as the BuyBoard Terms and Conditions. The remedies under the Contract are in addition to any other remedies that may be available under law or in equity. By submitting a Proposal, you agree to these Vendor violation and breach of contract terms.

YES, I agree. **NO**, I do not agree.

2. Termination for Cause or Convenience:

For any Cooperative member purchase or contract in excess of \$10,000 made using federal funds, you agree that the following term and condition shall apply:

The Cooperative member may terminate or cancel any Purchase Order under this Contract at any time, with or without cause, by providing seven (7) business days advance written notice to the Vendor. If this Agreement is terminated in accordance with this Paragraph, the Cooperative member shall only be required to pay Vendor for goods or services delivered to the Cooperative member prior to the termination and not otherwise returned in accordance with Vendor's return policy. If the Cooperative member has paid Vendor for goods or services not yet provided as of the date of termination, Vendor shall immediately refund such payment(s).

If an alternate provision for termination of a Cooperative member purchase for cause and convenience, including the manner by which it will be effected and the basis for settlement, is included in the Cooperative member's Purchase Order or ancillary agreement agreed to by the Vendor, the Cooperative member's provision shall control.

YES, I agree. **NO**, I do not agree. **Initial:** sw



3. Equal Employment Opportunity:

Except as otherwise provided under 41 CFR Part 60, all Cooperative member purchases or contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Vendor agrees that such provision applies to any Cooperative member purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Vendor agrees that it shall comply with such provision.

YES, I agree. **NO**, I do not agree.

4. Davis-Bacon Act:

When required by Federal program legislation, Vendor agrees that, for all Cooperative member prime construction contracts/purchases in excess of \$2,000, Vendor shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Vendor shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at beta.sam.gov. Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor's acceptance of the wage determination.

Vendor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

YES, I agree. **NO**, I do not agree.

5. Contract Work Hours and Safety Standards Act:

Where applicable, for all Cooperative member contracts or purchases in excess of \$100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

YES, I agree. **NO**, I do not agree.

Initial: SW



6. Right to Inventions Made Under a Contract or Agreement:

If the Cooperative member’s Federal award meets the definition of “funding agreement” under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Vendor agrees to comply with the above requirements when applicable.

YES, I agree. **NO**, I do not agree.

7. Clean Air Act and Federal Water Pollution Control Act:

Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended – Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

When required, Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

YES, I agree. **NO**, I do not agree.

8. Debarment and Suspension:

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Vendor certifies that Vendor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor further agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from Vendor if Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

YES, I agree. **NO**, I do not agree.

9. Byrd Anti-Lobbying Amendment:

Byrd Anti-Lobbying Amendment (31 USC 1352) - Vendors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. As applicable, Vendor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

YES, I agree. **NO**, I do not agree.

Initial: sw



10. Procurement of Recovered Materials:

For Cooperative member purchases utilizing Federal funds, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a Cooperative member may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

YES, I agree. **NO**, I do not agree.

11. Domestic Preferences for Procurements:

Where appropriate and consistent with law, 2 CFR §200.322 contains certain considerations for domestic preferences for procurements which may be applicable to Cooperative members using federal funds. When required by a Cooperative member, Vendor agrees to provide such information or certification as may reasonably be requested by the Cooperative member regarding Vendor’s products, including whether goods, products, or materials are produced in the United States.

YES, I agree. **NO**, I do not agree.

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

2 CFR §200.216 prohibits expending federal loan or grant funds to procure or obtain certain telecommunications and video surveillance services or equipment. To the extent applicable and when required by a Cooperative member, Vendor agrees to provide such information or certification as may reasonably be requested by the Cooperative member to confirm whether any telecommunications or video surveillance services or equipment provided by Vendor is covered equipment or covered services under 2 CFR §200.216.

YES, I agree. **NO**, I do not agree.

13. Profit as a Separate Element of Price:

For purchases using federal funds in excess of the Simplified Acquisition Threshold, a Cooperative member may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.324(b). When required by a Cooperative member, Vendor agrees to provide information and negotiate with the Cooperative member regarding profit as a separate element of the price for a particular purchase. However, Vendor agrees that the total price, including profit, charged by Vendor to the Cooperative member shall not exceed the awarded pricing, including any applicable discount, under Vendor’s Cooperative Contract.

YES, I agree. **NO**, I do not agree.

14. General Compliance and Cooperation with Cooperative Members:

In addition to the foregoing specific requirements, Vendor agrees, in accepting any Purchase Order from a Cooperative member, it shall make a good faith effort to work with Cooperative members to provide such information and to satisfy such requirements as may apply to a particular Cooperative member purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

YES, I agree. **NO**, I do not agree.

Initial: SW



COMPLIANCE FORMS SIGNATURE PAGE

By initialing pages and by signature below, I certify that I have reviewed the following forms; that the information provided therein is true, complete, and accurate; and that I am authorized by my company to make all certifications, consents, acknowledgements, and agreements contained herein:

- Proposal Acknowledgements
- Felony Conviction Disclosure
- Debarment Certification
- Resident/Nonresident Certification
- Vendor Employment Certification
- No Boycott Verification
- No Excluded Nation or Foreign Terrorist Organization Certification
- Historically Underutilized Business Certification
- Construction-Related Goods and Services Affirmation
- Acknowledgement of BuyBoard Technical Requirements
- Deviation and Compliance
- Vendor Consent for Name Brand Use
- Confidential/Proprietary Information
- EDGAR Vendor Certification

StageRight Corporation

Company Name

Sarah Waite

Signature of Authorized Company Official

Sarah Waite - Sales Manager

Printed Name and Title

10/26/2021

Date



PROPOSAL FORMS PART 2: VENDOR INFORMATION FORMS

INSTRUCTIONS:

Proposer must completely and accurately provide all information requested in the following Vendor Information Forms or your Proposal may be rejected as non-responsive:

- Vendor Business Name
- Vendor Contact Information
- Federal and State/Purchasing Cooperative Experience
- Governmental References
- Company Profile
- Texas Regional Service Designation
- State Service Designation
- National Purchasing Cooperative Vendor Award Agreement *(Vendors serving outside Texas only)*
- Local/Authorized Seller Listings
- Manufacturer Dealer Designation
- Proposal Invitation Questionnaire
- Vendor Request to Self-Report BuyBoard Purchases *(Optional)*

To the extent any information requested is not applicable to your company, you must so indicate on the form.

VENDOR BUSINESS NAME

By submitting a Proposal, Vendor is seeking to enter into a legal contract with the Cooperative. As such, Vendor must be an individual or legal business entity capable of entering into a binding contract.

Name of Proposing Company: StageRight Corporation

*(List the **legal** name of the company seeking to contract with the Cooperative. Do **NOT** list an assumed name, dba, aka, etc. here. Such information may be provided below. If you are submitting a joint proposal with another entity to provide the same proposed goods or services, each submitting entity should complete a separate vendor information form. Separately operating legal business entities, even if affiliated entities, which propose to provide goods or services separately must submit their own Proposals.)*

Please check (✓) one of the following:

Type of Business: Individual/Sole Proprietor Corporation Limited Liability Company Partnership
 Other (Specify: _____)

State of Incorporation (if applicable): Michigan

Federal Employer Identification Number: 38-2513133
(Vendor must include a completed IRS W-9 form with their Proposal)

Name by which Vendor, if awarded, wishes to be identified on the BuyBoard: *(Note: If different than the Name of Proposing Company listed above, only valid trade names (dba, aka, etc.) of the Proposing Company may be used and a copy of your Assumed Name Certificate(s), if applicable, must be attached.)*

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

STAGERIGHT CORPORATION

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

- Individual/sole proprietor or single-member LLC
 C Corporation
 S Corporation
 Partnership
 Trust/estate
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____
Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.
 Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

528 PIONEER PARKWAY

Requester's name and address (optional)

6 City, state, and ZIP code

CLARE, MI 48617

7 List account number(s) here (optional)

Print or type.
See Specific Instructions on page 3.

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									

or

Employer identification number									
3	8	-	2	5	1	3	1	3	3

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person ▶

Patti A. Rowley

Date ▶

1-2-2021

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



VENDOR CONTACT INFORMATION

Vendor shall provide the requested Vendor Contact Information in the electronic proposal submission system including contract, purchase order, RFQ, and invoice contacts (or, if submitting a hard copy Proposal, timely request and complete the Vendor Contact Information form in accordance with the Instructions to Proposers).

FEDERAL AND STATE/PURCHASING COOPERATIVE EXPERIENCE

The Cooperative strives to provide Cooperative members with the best services and products at the best prices available from Vendors with the technical resources and ability to serve Cooperative members. Please respond to the following questions.

1. Provide the dollar value of sales to or through purchasing cooperatives at or based on an established catalog or market price during the previous 12-month period or the last fiscal year: \$ 128,820.00. (The period of the 12-month period is 01/25/2021/ present). In the event that a dollar value is not an appropriate measure of the sales, provide and describe your own measure of the sales of the item(s). [Current BuyBoard Contract 584-19](#)
2. By submitting a proposal, you agree that, based on your written discounting policies, the discounts you offer the Cooperative are equal to or better than the best price you offer other purchasing cooperatives for the same items under equivalent circumstances.
3. Provide the information requested below for other purchasing cooperatives for which Proposer currently serves, or in the past has served, as an awarded vendor. Rows should be added to accommodate as many purchasing cooperatives as required.

PURCHASING GROUP	CURRENT VENDOR? (Y/N)	FORMER VENDOR (Y/N)? – IF YES, LIST YEARS AS VENDOR	AWARDED COMMODITY CATEGORY(IES)
1. Federal General Services Administration	N		
2. T-PASS (State of Texas)	N		
3. OMNIA Partners	N		
4. Sourcwell (NJPA)	N		
5. E&I Cooperative	N		
6. Houston-Galveston Area Council (HGAC)	N		
7. Choice Partners	N		
8. The Interlocal Purchasing System (TIPS)	Y	05/31/2021-05/31/2026	210305: Furniture, Furnishings, and Services
9. Other BuyBoard	Y	05/31/2018-05/31/2022	584-19: Furniture for School, Office, Science...

MY COMPANY DOES NOT CURRENTLY HAVE ANY OF THE ABOVE OR SIMILAR TYPE CONTRACTS.

CURRENT BUYBOARD VENDORS

If you are a current BuyBoard vendor in the same contract category as proposed in this Proposal Invitation, indicate the discount for your current BuyBoard contract and the proposed discount in this Proposal. Explain any difference between your current and proposed discounts.

Current Discount (%): 5

Proposed Discount (%): 5

Explanation: _____



GOVERNMENTAL REFERENCES

For your Proposal to be considered, you must supply a minimum of five (5) individual governmental entity references. The Cooperative may contact any and all references provided as part of the Proposal evaluation. Provide the information requested below, including the existing pricing/discounts you offer each customer. The Cooperative may determine whether pricing/discounts are fair and reasonable by comparing pricing/discounts stated in your Proposal with the pricing/discounts you offer other governmental customers. Attach additional pages if necessary.

Entity Name	Contact	Phone#	Email Address	Discount	Quantity/ Volume
1. Wylie ISD - Glenn Lambert: Executive Director of Arts - PH: 972-816-5176 - EM: glenn.lambert@wylieisd.net					
2. Spring ISD - Joe Clark: Fine Arts Director - PH: 281-891-6127 - EM: jclark@springisd.org					
3. Northside ISD - James Hare: Fine Arts Director - PH: 210-397-7832 - EM: james.hare@nisd.net					
4. Torrance Unified School District - Keiko Clark - PH: 310-533-4295 - EM: clark.keiko@tUSD.org					
5. _____					

Do you ever modify your written policies or standard governmental sales practices as identified in the above chart to give better discounts (lower pricing) than indicated? **YES** **NO** If YES, please explain:

COMPANY PROFILE

Information on awarded Cooperative Contracts is available to Cooperative Members on the BuyBoard website. If your company is awarded a Contract under this Proposal Invitation, please provide a brief company description that you would like to have included with your company profile on the BuyBoard website. **Submit your company profile in a separate file, in Word format, with your Proposal.** (Note: Vendor is solely responsible for any content provided for inclusion on the BuyBoard website. The Cooperative reserves the right to exclude or remove any content in its sole discretion, with or without prior notice, including but not limited to any content deemed by the Cooperative to be inappropriate, irrelevant to the Contract, inaccurate, or misleading.)

StageRight is the innovative provider of best in class furnishing systems for public assembly. StageRight is a company built on delivering solutions that allow spaces to be transformed to meet the demands of the ever changing performance environment. For over 35 years, our design team has created innovative products and application solutions that have revolutionized the portable platforming market. Spanning a range of markets from Professional Arenas and Stadiums to Theater, Worship, and Education, we have products and services that will continue to exceed their needs for years to come.

We offer Product Solutions for any of the following applications and more:

- Portable Staging and Risers
- Choral and Band Risers
- Music Performance Chairs
- Flexible Seating Risers
- Pit Covers and Stage Extensions
- Black Box Theater Seating Risers
- Telescopic Seating Systems
- Orchestra and Concert Acoustical Enclosures

No matter the size of the space or the type of performance, we are ready to help you figure out what you need to make the performance look and sound better.

Exceptional Customer Service

Our goal is to provide the very best in customer service and to assure your ultimate satisfaction for the life of the products. Our reference list of world-class facilities can attest to our commitment to meeting the needs of a wide range of customers and markets.

State of the Art Manufacturing

Our Manufacturing department makes product excellence and attention to detail its highest priority. We've invested in state-of-the-art manufacturing equipment to ensure that your equipment will last-a-lifetime. Steel parts are precision cut with lasers, so joints are flush and accurate. Robotic welders ensure consistent and neat appearance. Parts are finished with baked-on-powder coat paint that will help your equipment withstand years of use. StageRight is proud to continue our tradition of being family owned and American made. We look forward to working with you and ensuring the success of your next project.

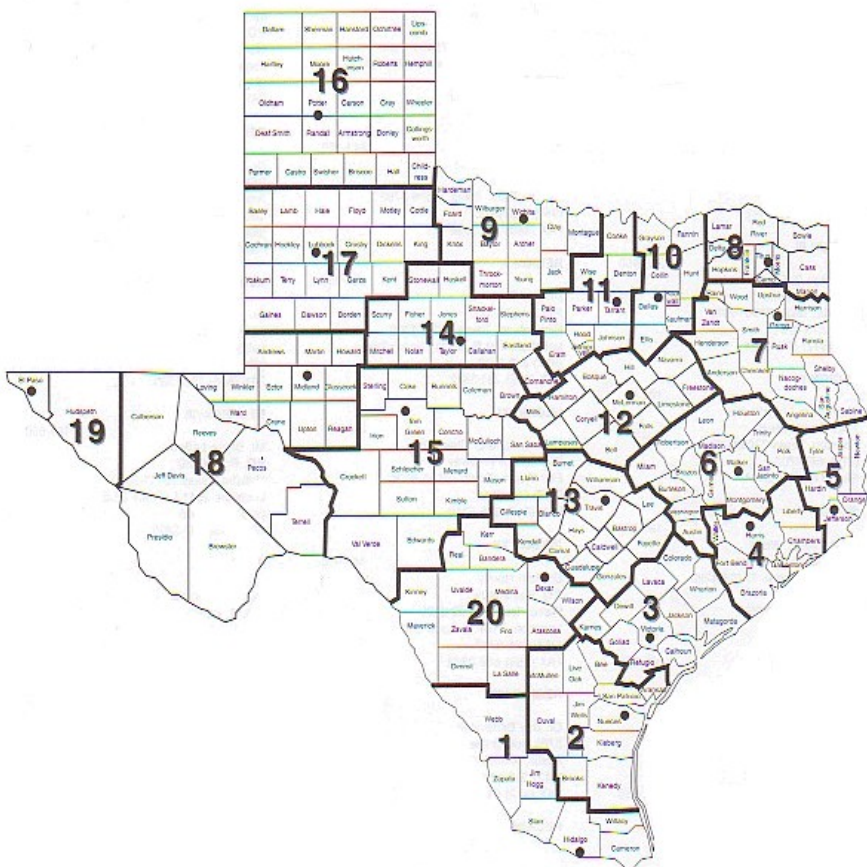
TEXAS REGIONAL SERVICE DESIGNATION

This form must be completed in the electronic proposal submission system (or, if submitting a hard copy Proposal, timely request and complete the form in accordance with the Instructions to Proposers).

The Cooperative (referred to as "Texas Cooperative" in this form and in the State Service Designation form) offers vendors the opportunity to service its members throughout the entire State of Texas. In the electronic proposal submission system, you must indicate if you will service Texas Cooperative members statewide or, if you do not plan to service all Texas Cooperative members statewide, you **must** indicate the specific regions you will service. If you propose to serve different regions for different products or services included in your Proposal, you must complete and submit a separate Texas Regional Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. **(Additional forms can be obtained by contacting bids@buyboard.com at least five (5) business days prior to the Proposal Due Date.)** *By designating a region or regions, you are certifying that you are authorized and willing to provide the proposed products and services in those regions. Designating regions in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.* Additionally, if you do not plan to service Texas Cooperative members (i.e., if you will service only states other than Texas), you must so indicate on the form in the electronic proposal submission system.

Regional Education Service Centers

Region and Headquarters



- 1 Edinburg
- 2 Corpus Christi
- 3 Victoria
- 4 Houston
- 5 Beaumont
- 6 Huntsville
- 7 Kilgore
- 8 Mount Pleasant
- 9 Wichita Falls
- 10 Richardson
- 11 Fort Worth
- 12 Waco
- 13 Austin
- 14 Abilene
- 15 San Angelo
- 16 Amarillo
- 17 Lubbock
- 18 Midland
- 19 El Paso
- 20 San Antonio



STATE SERVICE DESIGNATION

This form must be completed in the electronic proposal submission system (or, if submitting a hard copy Proposal, timely request and complete the in accordance with the Instructions to Proposers).

As set forth in the Proposal Invitation, it is the Cooperative's intent that other governmental entities in the United States have the opportunity to purchase goods or services awarded under the Contract, subject to applicable state law, through a piggy-back award or similar agreement through the National Purchasing Cooperative BuyBoard. If you plan to service the entire United States or only specific states, you must complete the State Service Designation information in the electronic proposal submission system. (Note: If you plan to service Texas Cooperative members, be sure that you complete the Texas Regional Service Designation form.) ***In addition to this form, to be considered for a piggy-back award by the National Purchasing Cooperative, you must have an authorized representative sign the National Purchasing Cooperative Vendor Award Agreement that follows this page.***

If you serve different states for different products or services included in your Proposal, you must complete and submit a separate State Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. **(Additional forms can be obtained by contacting bids@buyboard.com at least five (5) business days prior to the Proposal Due Date.)** ***By designating a state or states, you are certifying that you are authorized and willing to provide the proposed products and services in those states. Designating states in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.***

- I will service all states in the United States.
- I will not service all states in the United States.

Alabama
Alaska
Arizona
Arkansas
California (Public Contract Code 20118 & 20652)
Colorado
Connecticut
Delaware
District of Columbia
Florida
Georgia
Hawaii
Idaho
Illinois
Indiana
Iowa
Kansas
Kentucky
Louisiana
Maine
Maryland
Massachusetts
Michigan
Minnesota
Mississippi
Missouri
Montana

Nebraska
Nevada
New Hampshire
New Jersey
New Mexico
New York
North Carolina
North Dakota
Ohio
Oklahoma
Oregon
Pennsylvania
Rhode Island
South Carolina
South Dakota
Tennessee
Texas
Utah
Vermont
Virginia
Washington
West Virginia
Wisconsin
Wyoming



NATIONAL PURCHASING COOPERATIVE VENDOR AWARD AGREEMENT

In accordance with the Terms and Conditions associated with this Proposal Invitation, a contract awarded under this Proposal Invitation may be "piggy-backed" by another governmental entity. The National Purchasing Cooperative is an intergovernmental purchasing cooperative formed by certain school districts outside of Texas to serve its members throughout the United States. If you agree to be considered for a piggy-back award by the National Purchasing Cooperative, you agree to the following terms and agree to serve National Purchasing Cooperative members in the states you have indicated on the State Service Designation form, in your Proposal.

By signing this form, Proposer (referred to in this Agreement as "Vendor") agrees as follows:

1. Vendor acknowledges that if The Local Government Purchasing Cooperative ("Texas Cooperative") awards Vendor a contract under this Proposal Invitation ("Underlying Award"), the National Purchasing Cooperative ("National Cooperative") may - but is not required to - "piggy-back" on or re-award all or a portion of that Underlying Award ("Piggy-Back Award"). By signing this National Cooperative Vendor Award Agreement ("Agreement"), Vendor accepts and agrees to be bound by any such Piggy-Back Award as provided for herein.
2. In the event National Cooperative awards Vendor a Piggy-Back Award, the National Cooperative Administrator ("BuyBoard Administrator") will notify Vendor in writing of such Piggy-Back Award, which award shall commence on the effective date stated in the Notice and end on the expiration date of the Underlying Award, subject to annual renewals as authorized in writing by the BuyBoard Administrator. Vendor agrees that no further signature or other action is required of Vendor in order for the Piggy-Back Award and this Agreement to be binding upon Vendor. Vendor further agrees that no interlineations or changes to this Agreement by Vendor will be binding on National Cooperative, unless such changes are agreed to by its BuyBoard Administrator in writing.
3. Vendor agrees that it shall offer its goods and services to National Cooperative members at the same unit pricing and same general terms and conditions, subject to applicable state laws in the state of purchase, as required by the Underlying Award. However, nothing in this Agreement prevents Vendor from offering National Cooperative members better (i.e., lower) competitive pricing and more favorable terms and conditions than those in the Underlying Award.
4. Vendor hereby agrees and confirms that it will serve those states it has designated on the State Service Designation Form of this Proposal Invitation. Any changes to the states designated on the State Service Designation Form must be approved in writing by the BuyBoard Administrator.
5. Vendor agrees to pay National Cooperative the service fee provided for in the Underlying Award based on the amount of purchases generated from National Cooperative members through the Piggy-Back Award. Vendor shall remit payment to National Cooperative on such schedule as it specifies (which shall not be more often than monthly). Further, upon request, Vendor shall provide National Cooperative with copies of all purchase orders generated from National Cooperative members, vendor invoices, and/or such other documentation regarding those purchase orders as the Cooperative's administrators may require in their reasonable discretion for purposes of reviewing and verifying purchase activity. Vendor further agrees that National Cooperative shall have the right, upon reasonable written notice, to review Vendor's records pertaining to purchases made by National Cooperative members in order to verify the accuracy of service fees.
6. Vendor agrees that the Underlying Award, including its General Terms and Conditions, are adopted by reference to the fullest extent such provisions can reasonably apply to the post-proposal/contract award phase. The rights and responsibilities that would ordinarily inure to the Texas Cooperative pursuant to the Underlying Award shall inure to National Cooperative; and, conversely, the rights and responsibilities that would ordinarily inure to Vendor in the Underlying Award shall inure to Vendor in this Agreement. Vendor recognizes and agrees that Vendor and National Cooperative are the only parties to this Agreement, and that nothing in this Agreement has application to other third parties, including the Texas Cooperative. In the event of conflict between this Agreement and the terms of the Underlying Award, the terms of this Agreement shall control, and then only to the extent necessary to reconcile the conflict.



7. This Agreement shall be governed and construed in accordance with the laws of the State of Rhode Island and venue for any dispute shall lie in the federal district court of Alexandria, Virginia.

8. Vendor acknowledges and agrees that the award of a Piggy-Back Award is within the sole discretion of National Cooperative, and that this Agreement does not take effect unless and until National Cooperative awards Vendor a Piggy-Back Award and the BuyBoard Administrator notifies Vendor in writing of such Piggy-Back Award as provided for herein.

WHEREFORE, by signing below Vendor agrees to the foregoing and warrants that it has the authority to enter into this Agreement.

StageRight Corporation

Name of Vendor
Sarah Waite

Signature of Authorized Company Official

667-22

Proposal Invitation Number

Sarah Waite - Sales Manager

Printed Name of Authorized Company Official

10/25/2021

Date



LOCATION / AUTHORIZED SELLER LISTINGS

If you have more than one location/authorized seller that will service a Contract awarded under this Proposal Invitation, please list each location/authorized seller below. If additional sheets are required, please duplicate this form as necessary. NOTE: Awarded Vendors shall remain responsible for all aspects of the Contract, including processing of Purchase Orders, and shall be responsible for the performance of all locations and authorized sellers under and in accordance with the Contract. *If you are a product manufacturer and wish to designate Designated Dealers as defined in the General Terms and Conditions to receive Cooperative member Purchase Orders on your behalf, you must complete the Manufacturer Designated Dealer form.*

Location/Authorized Seller Name	Contact Person	Contact Information (Mailing Address, Phone, Fax, Email)



MANUFACTURER DEALER DESIGNATION

If Vendor is a manufacturer that sells products through a dealer network and wishes to designate a dealer or multiple dealers ("Designated Dealers") to receive Cooperative member Purchase Orders on Vendor's behalf, you must complete this form for each dealer you wish to designate.

Regardless of any Designated Dealers submitted by Vendor, Vendor specifically agrees and acknowledges that any such designations are for Vendor's convenience only and shall not, if Vendor is awarded a Contract, relieve Vendor of any obligations under the Contract, including payment of Cooperative service fees on all Purchase Orders submitted to Vendor or any Designated Dealer. In accordance with the General Terms and Conditions, an awarded Vendor shall remain responsible and liable for all of its obligations under the Contract and the performance of both Vendor and any of Vendor's Designated Dealers under and in accordance with the Contract and remain subject to all remedies for default thereunder, including, but not limited to suspension and termination of Vendor's Contract for nonpayment of service fees.

If awarded, Vendor authorizes the Cooperative, in its sole discretion, to list any Vendor Designated Dealers in the BuyBoard system and to receive Purchase Orders directly from Cooperative members on behalf of Vendor. To the extent a Vendor with Designated Dealers receives a Purchase Order directly, it shall be the responsibility of Vendor to appropriately process such Purchase Order in accordance with the Contract, including but not limited to timely forwarding such Purchase Order to a Designated Dealer for processing.

The Cooperative reserves the right, in its sole discretion, to refuse addition of, or request removal of, any Designated Dealer, and Vendor agrees to immediately require such Designated Dealer to cease accepting Purchase Orders or otherwise acting on Vendor's behalf under the Contract. Further, the Cooperative administrator shall be authorized to remove or suspend any or all Designated Dealers from the BuyBoard at any time in its sole discretion.

If you wish to designate a dealer to service a contract awarded under this Proposal Invitation, please list the Designated Dealer below. If you wish to designate multiple dealers, please duplicate this form as necessary.

Designated Dealer Name Designated Dealer Contact Person

Designated Dealer Address

City State Zip

Phone Number Fax Number

Email address Designated Dealer Tax ID Number* (***attach W-9**)



PROPOSAL INVITATION QUESTIONNAIRE

The Cooperative will use your responses to the questions below in evaluating your Proposal and technical and financial resources to provide the goods and perform the services (“Work”) under the BuyBoard contract contemplated by this Proposal Invitation (“Contract”). Proposers must fully answer each question, numbering your responses to correspond to the questions/numbers below. Proposers must complete below or attach your responses to this questionnaire and submit in one document with your Proposal. **You must submit the questionnaire and responses with your Proposal or the Proposal will not be considered.**

1. List the number of years Proposer has been in business and former business names (if applicable). Note whether your company is currently for sale or involved in any transaction that would significantly alter its business or result in acquisition by another entity.

StageRight has been manufacturing Portable Platforming for over 38 years. We service the entire nation and offer a variety of Portable Platforming solutions all made in the United States. There are no significant plans to our business model nor plans on selling the company that will alter this contract and our ability to deliver under this contract.

2. Describe the resources Proposer has to manage staff and successfully perform the Work contemplated under this Contract. State the number and summarize the experience of company personnel who may be utilized for the Work, including those who will be available to Cooperative members for assistance with project development, technical issues, and product selection for Work associated with this Contract.

StageRight has a great history of employment retention. Our sales staff have worked here from 5-30+ years; including this Sales Manager (who is charge of the contract) has been with StageRight for 16 years. Our Customer Service Manager has over 20 years . Our manufacturing utilizes state of the art technologies to ensure quality built and reliable equipment.

3. **Marketing Strategy:** For your Proposal to be considered, you must submit the Marketing Strategy you will use if the Cooperative accepts all or part of your Proposal. (*Example: Explain how your company will initially inform Cooperative members of your BuyBoard Contract, and how you will continue to support the BuyBoard for the duration of the Contract term.*) Attach additional pages if necessary.

StageRight has found that BuyBoard members are very eager to issue Purchase Order and Requests through the Cooperative as it is mutually beneficial for both entities. We inform our potential customers of our BuyBoard Contract within the correspondence for quote and material requests. Buyboard members appreciate the reliability of getting competitively discounted rates without needing to open bid the project and thus we are promoting our contract in all discussions. Lastly, at our active Tradeshows that StageRight exhibits; we like to note that we are BuyBoard vendors and ask us about pricing!



- 4. Describe Proposer’s financial capability to perform the Contract. State or describe the firm’s financial strength and rating, bonding capacity, and insurance coverage limits. State whether the firm, or any of the firm’s past or present owners, principal shareholders or stockholders, or officers, have been a debtor party to a bankruptcy, receivership, or insolvency proceeding in the last 7 years, and identify any such debtor party by name and relationship to or position with your firm.

StageRight utilizes RLI Insurance Company (A.M. Best rated A+ Superior) who executes single bonds for StageRight upto \$25,000,000 and will consider larger single and aggregate limits on a case by case basis for us. StageRight has never had any bankruptcy nor debtor complaints against us since our creation.

- 5. Does your company have any outstanding financial judgments and/or is it currently in default on any loan or financing agreement? If so, provide detailed information on the nature of such items and prospects for resolution.

NO

- 6. List all contracts, if any, in the last 10 years on which Proposer has defaulted, failed to complete or deliver the work, or that have been terminated for any reason. For each such contract, provide the project name, scope, value and date and the name of the procuring entity. Fully explain the circumstances of the default, failure to complete or deliver the work, or termination.

None

- 7. List all litigation or other legal proceedings (including arbitration proceedings), if any, in the last 10 years brought against your firm, or any of the firm’s past or present owners, principal shareholders or stockholders, officers, agents or employees, that relate to or arise from a contract similar to this Contract or the Work contemplated under this Contract. Provide the style of the lawsuit or proceeding (name of parties and court or tribunal in which filed), nature of the claim, and resolution or current status.

None



VENDOR REQUEST TO SELF-REPORT BUYBOARD PURCHASES

The General Terms and Conditions require that all Purchase Orders generated by or under any Contract awarded under this Proposal Invitation be processed through the BuyBoard and, except as expressly authorized in writing by the Cooperative administrator, Vendors are not authorized to process Purchase Orders received directly from Cooperative members that have not been processed through the BuyBoard or provided to the Cooperative. In accordance with this provision, Vendor may request authorization of the Cooperative administrator to self-report Cooperative member purchases if awarded a Contract under this Proposal Invitation. By making such a request, Vendor acknowledges and agrees that self-reporting is specifically subject to and conditioned upon (1) Vendor's agreement to the Additional Terms and Conditions for BuyBoard Self-Reporting which are included in this Proposal Invitation and incorporated herein for all purposes and (2) approval of this request in writing by the Cooperative administrator.

Note: This form is NOT required as part of your proposal. You should sign and return this form ONLY if you wish to request authorization to self-report BuyBoard purchases. Any request to self-report will not be effective, and Vendor shall not be authorized to self-report BuyBoard member purchases, unless and until (1) Vendor is awarded a Contract under this Proposal Invitation, and (2) the request has been approved in writing by the Cooperative administrator.

By my signature below, I hereby request authorization from the Cooperative administrator to self-report BuyBoard purchases if my company is awarded a Contract. I certify that I am authorized by the above-named Vendor to approve this form, and I have received and read the Additional Terms and Conditions for BuyBoard Self-Reporting included in this Proposal Invitation and do hereby approve and agree to such terms and conditions on behalf of Vendor.

NAME OF VENDOR: _____

Signature of Vendor Authorized Representative

Printed Name: _____

Title: _____

Date: _____

(For Cooperative Administrator Use Only)

Approved by BuyBoard Administrator: _____

Effective/Start Date for Self-Reporting: _____



PROPOSAL SPECIFICATION SUMMARY

The categories and items specified for this Proposal Invitation are summarized below. For full Proposal Specifications, you must review and complete the Proposal Specification information in the electronic proposal submission system in accordance with the Instructions to Proposers (or, if submitting a hard copy Proposal, timely request and complete the Proposal Specification Form in accordance with the Instructions to Proposers).

PROPOSAL NOTE: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Section I: Furniture for Classrooms, Campus, and Schools

1. Discount (%) off catalog/pricelist for **All Classroom and School Furniture.**
2. Discount (%) off catalog/pricelist for **All Auditorium Seating Furniture.**
3. Discount (%) off catalog/pricelist for **All Cafeteria/Dining Room Furniture.**
4. Discount (%) off catalog/pricelist for **All Dormitory Furniture.**
5. Discount (%) off catalog/pricelist for **All Library Furniture.**
6. Discount (%) off catalog/pricelist for **All Science Laboratory Furniture.**
7. Discount (%) off catalog/pricelist for **All Other Education Related Furniture and Products.**

Section II: Furniture for Business, Office, and Workplace

8. Discount (%) off catalog/pricelist for **All Office Furniture.**
9. Discount (%) off catalog/pricelist for **All Modular Furniture (New).**
10. Discount (%) off catalog/pricelist for **All Modular Furniture (Refurbished).**
11. Discount (%) off catalog/pricelist for **All Courtroom Furniture.**
12. Discount (%) off catalog/pricelist for **All Church and Religious Furniture.**
13. Discount (%) off catalog/pricelist for **All Healthcare Furniture.**
14. Discount (%) off catalog/pricelist for **All Other Business and Workplace Furniture.**

Section III: Furniture for Storage, Walls/Panels, and Accessories

15. Discount (%) off catalog/pricelist for **All Filing Cabinets.**
16. Discount (%) off catalog/pricelist for **All Lockers and Locker Products.**
17. Discount (%) off catalog/pricelist for **All Moveable Walls and Partitions.**
18. Discount (%) off catalog/pricelist for **All Types of Acoustic Ceiling, Wall Panels and Related Materials.**
19. Discount (%) off catalog/pricelist for **All Window Treatments.**

Section IV: Installation and Repair Service

20. **Hourly Labor Rate for Installation/Repair Service of All Types of Furniture-- Not to Exceed** hourly labor rate for Installation/Repair Service of All Types of Furniture.
21. **Percentage (%) Rate of Total Order for Installation of Furniture -- Not to Exceed** percentage (%) vendor will charge of Total Order Price for Installation of Furniture.

Section V: Furniture and Equipment Moving Services

22. **Furniture and Equipment Moving Services** - per square foot price for furniture and equipment moving. Price to include all necessary supplies, labor, and related items to complete moving of furniture and equipment.
23. **Removal and Disposal of Trash Services** - per square foot price for the removal and disposal of trash. Price to include all necessary supplies, labor, and related items to complete removal and disposal of trash.



Section VI: Proposal No. 667-22 - Furniture for School, Office, Science, Library and Dormitory: EVALUATION ITEMS

1. Information under Section VI is requested and will be used only for purposes of assisting in the evaluation of Vendor's price competitiveness. **These items will not be individually awarded.** THE FOLLOWING EVALUATION ITEMS MUST BE COMPLETED FOR **EITHER THE AS SPECIFIED OR ALTERNATE PRODUCT**. Equal alternates may be submitted only if you do not sell the specific product listed. Evaluation items must be fully completed and submitted, or the PROPOSAL WILL NOT BE CONSIDERED.

2. Vendors shall provide AS SPECIFIED OR ALTERNATE PRODUCT pricing based on the following pricing structure.
[Calculated BuyBoard Price (catalog/pricelist price less discount proposed = BuyBoard Price)]

3. Vendors that do not offer any of the evaluation or alternate items listed below **shall submit a written explanation to request exemption** from this requirement. The Cooperative may determine, in its sole discretion, whether or not to exempt a Vendor from this requirement based on all information provided with the Proposal.

24. **Evaluation Item No. 1 – Specified Brand, Model, and UOM:** Virco – 9000 Series 4-Leg Stack Chair (#9018); Qty. 1; Size: 18 in. seat height; Color: Navy Blue; Four leg chrome; For Classroom Seating.
25. **Evaluation Item No. 2 – Specified Brand, Model, and UOM:** Virco – 9000 Series Chair and Student Desk Combo (#9400BR); Qty. 1; Size: 18 in. seat height; Color: Navy Blue/Grey; Laminate top; Four leg chrome; Bookrack; For Classroom Seating.
26. **Evaluation Item No. 3 – Specified Brand, Model, and UOM:** Virco – Cafeteria Table with Round Stools (#MTS17291212); Qty. 1; Table height: 29"; Seat height: 17"; 12 round stools; Table frame: Chrome legs; Chair Color: Navy Blue; Laminate surface: Grey; Edge Banding: Black.
27. **Evaluation Item No. 4 – Specified Brand, Model, and UOM:** Diversified Woodcrafts–Octagon Science Lab Workstation (#1514KF); Qty. 1; Four drawer base (56" Diameter); Solid 1" epoxy resin top.
28. **Evaluation Item No. 5 – Specified Brand, Model, and UOM:** Hon – Task Chair (#5901); Qty. 1; Color: Blue; Grade 4 fabric; Armless; 360 Degree Swivel; Tilt Tension and Lock; Black Base.
29. **Evaluation Item No. 6 – Specified Brand, Model, and UOM:** Global – Lateral File Cabinet (#9342-3F1H); Qty. 1; Size: 42" Wide; 3-Drawer, Color: Black; Center pull configuration.
30. **Evaluation Item No. 7 – Specified Brand, Model, and UOM:** Hon – 10700 Series U-Workstation (Single Pedestal Right Desk H10785R, Bridge H10770, and Single Pedestal Credenza H10746L); Qty. 1; Size: Desk-72"W x 36"D, Bridge-47"W, Credenza-72"W x 24"D; Laminate; Color: Mahogany.

Evaluation Items Exemption Letter

StageRight is a manufacturer of Portable Platforming; including but not limited to:

- Portable Staging and Risers
- Choral and Band Risers
- Auditorium and Theater Seating Risers
- Pit Covers and Stage Extensions
- Black Box Seating Risers
- Orchestra Concert Acoustical Enclosures
- Music Performance Chairs
- Flexible Seating Risers

Utilized throughout Educational and Worship facilities. We do not manufacture any of the listed Evaluation Items nor have the ability to distribute/sell those items.



REQUIRED FORMS CHECKLIST

(Please check (√) the following)

- Reviewed/Completed: **Proposer's Acceptance and Agreement**

PROPOSAL FORMS PART 1: COMPLIANCE FORMS

- Reviewed/Completed: **Proposal Acknowledgements**
- Reviewed/Completed: **Felony Conviction Disclosure**
- Reviewed/Completed: **Resident/Nonresident Certification**
- Reviewed/Completed: **Debarment Certification**
- Reviewed/Completed: **Vendor Employment Certification**
- Reviewed/Completed: **No Boycott Verification**
- Reviewed/Completed: **No Excluded Nation or Foreign Terrorist Organization Certification**
- Reviewed/Completed: **Historically Underutilized Business Certification**
- Reviewed/Completed: **Acknowledgement of BuyBoard Technical Requirements**
- Reviewed/Completed: **Construction-Related Goods and Services Affirmation**
- Reviewed/Completed: **Deviation and Compliance**
- Reviewed/Completed: **Vendor Consent for Name Brand Use**
- Reviewed/Completed: **Confidential/Proprietary Information**
- Reviewed/Completed: **EDGAR Vendor Certification**
- Reviewed/Completed: **Compliance Forms Signature Page**

PROPOSAL FORMS PART 2: VENDOR INFORMATION FORMS

- Reviewed/Completed: **Vendor Business Name**
- Reviewed/Completed: **Vendor Contact Information** (*complete in electronic proposal submission system*)
- Reviewed/Completed: **Federal and State/Purchasing Cooperative Experience**
- Reviewed/Completed: **Governmental References**
- Reviewed/Completed: **Company Profile**
- Reviewed/Completed: **Texas Regional Service Designation** (*complete in electronic proposal submission system*)
- Reviewed/Completed: **State Service Designation** (*complete in electronic proposal submission system*)
- Reviewed/Completed: **National Purchasing Cooperative Vendor Award Agreement** (*Vendors serving outside Texas only*)
- Reviewed/Completed: **Local/Authorized Seller Listings**
- Reviewed/Completed: **Manufacturer Dealer Designation**
- Reviewed/Completed: **Proposal Invitation Questionnaire**
- Reviewed/Completed: **Vendor Request to Self-Report BuyBoard Purchases** (*Optional*)
- Reviewed/Completed: **Proposal Specifications** *Discount (%) off Catalog/Pricelist and/or other required pricing information including Catalogs/Pricelists (or no bid response) must be submitted with the Proposal or the Proposal will not be considered and Evaluation Items.*

StageRight Corporation Information

Address: 495 Pioneer Parkway
Clare, MI 48617
Phone: (800) 438-4499
Fax: (989) 386-3500
Toll Free: (800) 438-4499
Web Address: www.stageright.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Sarah Waite
Signature

swaite@stageright.com
Email

Submitted at 10/28/2021 9:50:55 AM

Requested Attachments

BuyBoard Proposal Invitation No. 667-22 Furniture for School, Office, Science, Library and Dormitory [Proposal-No-667-22-FINAL.pdf](#)

REQUIRED-In PDF format, upload all proposal invitation documents available for download at vendor.buyboard.com including any additional pages, as necessary. (Please DO NOT password protect uploaded files.)

Exceptions and/or Detailed Information Related to Discount % and/or Hourly Labor Rate Proposed *No response*

In PDF format and if necessary, vendor shall attach detailed information regarding exceptions to pricing and/or discount percentage and define the services that are proposed to be provided. NOTE: IF DETAILED INFORMATION IS NOT SUBMITTED, PROPOSAL MAY NOT BE CONSIDERED. (Please DO NOT password protect uploaded files.)

Company Profile

[Company Profile.docx](#)

REQUIRED-Information on awarded Cooperative Contracts is available to Cooperative Members on the BuyBoard website. If your company is awarded a Contract under this Proposal Invitation, please provide a brief company description that you would like to have included with your company profile on the BuyBoard website. Submit your company profile in a separate file, in Word format, with your Proposal. (Note: Vendor is solely responsible for any content provided for inclusion on the BuyBoard website. The Cooperative reserves the right to exclude or remove any content in its sole discretion, with or without prior notice, including but not limited to any content deemed by the Cooperative to be inappropriate, irrelevant to the Contract, inaccurate, or misleading.)

Catalog/Pricelist

[BuyBoard 2022 Price List FINAL.pdf](#)

REQUIRED-In Excel or PDF format, upload catalog/pricelist in proposal invitation instructions. Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or Proposal will not be considered. No paper catalogs or manufacturer/vendor websites will be accepted. File size must not exceed 100MB. (Please DO NOT password protect uploaded files.)

Exemption Letter

[Evaluation Items Exemption Letter.docx](#)

Vendors that do not offer any of the evaluation and/or alternate items shall submit a written letter providing explanation requesting exemption from this requirement and identify its specialty product line(s).

IRS Form W-9 Request for Taxpayer Identification Number and Certification

[W9 StageRight 2021 - Reduced Size.pdf](#)

REQUIRED-In PDF format, upload W-9 form. (Please DO NOT password protect uploaded files.)

Response Attachments

BuyBoard 2022 Price List FINAL.xlsx

Price List in Excel

Bid Attributes

1	<p>HUB/No Israel Boycott Certification/No Excluded Nation or Foreign Terrorist Certification</p> <p>HUB/No Israel Boycott Certification/No Excluded Nation or Foreign Terrorist Certification</p>
2	<p>No Israel Boycott Certification</p> <p>A Texas governmental entity may not enter into a contract with a value of \$100,000 or more that is to be paid wholly or partly from public funds with a company (excluding a sole proprietorship) that has 10 or more full-time employees for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. (TEX. GOV'T CODE Ch. 2270). Accordingly, this certification form is included to the extent required by law.</p> <p>“Boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations 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. TEX. GOV'T CODE §808.001(1).</p> <p>By signature on the Compliance Forms Signature Page, to the extent applicable, I certify and verify that Vendor does not boycott Israel and will not boycott Israel during the term of any contract awarded under this Proposal Invitation, that this certification is true, complete and accurate, and that I am authorized by my company to make this certification.</p> <p><input type="text" value="Yes"/></p>
3	<p>No Excluded Nation or Foreign Terrorist Organization Certification</p> <p>Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)</p> <p>By signature on the Compliance Forms Signature Page, I certify and verify that Vendor is not on the Texas Comptroller’s list identified above; that this certification is true, complete and accurate; and that I am authorized by my company to make this certification.</p> <p><input type="text" value="Yes"/></p>
4	<p>MWBE/HUB Status Certification</p> <p>A Proposer that has been certified as a Historically Underutilized Business (also known as a Minority/Women Business Enterprise or “MWBE” and all referred to in this form as a “HUB”) is encouraged to indicate its HUB certification status when responding to this Proposal Invitation. The BuyBoard website will indicate HUB certifications for awarded Vendors that properly indicate and document their HUB certification on this form.</p> <p>I certify that my company has been certified as a MWBE/HUB in the following categories: <i>(Please check all that apply)</i></p>
5	<p>Minority Owned Business</p> <p>Minority Owned Business</p> <p><input type="checkbox"/> <i>Minority Owned Business (Yes)</i></p>

6	<p>Women Owned Business</p> <p>Women Owned Business</p> <p><input type="checkbox"/> <i>Women Owned Business (Yes)</i></p>
7	<p>Service-Disabled Veteran Owned Business</p> <p>Service-Disabled Veteran Owned Business (veteran defined by 38 U.S.C. §101(2), who has a service-connected disability as defined by 38 U.S.C. § 101(16), and who has a disability rating of 20% or more as determined by the U. S. Department of Veterans Affairs or Department of Defense)</p> <p><input type="checkbox"/> <i>Service-Disabled Veteran Owned Business (Yes)</i></p>
8	<p>Certification Number</p> <p>Certification Number</p> <p><input type="text" value="No response"/></p>
9	<p>Name of Certifying Agency</p> <p>Certifying Agency</p> <p><input type="text" value="No response"/></p>
10	<p>Non-MWBE/HUB</p> <p>My company has NOT been certified as a MWBE/HUB</p> <p><input checked="" type="checkbox"/> Non-HUB (Yes)</p>
11	<p>Vendor General Contact Information</p> <p>Proposal/Contract General Contact Information</p>
12	<p>Vendor Proposal/Contract Contact Name</p> <p>Vendor Proposal/Contract Contact Name</p> <p><input type="text" value="StageRight Corporation"/></p>
13	<p>Vendor Proposal/Contract Contact E-mail Address</p> <p>Vendor Proposal/Contract Contact E-mail Address</p> <p><input type="text" value="swaite@stageright.com"/></p>
14	<p>Vendor Proposal/Contract Mailing Address</p> <p>Vendor Proposal/Contract Mailing Address</p> <p><input type="text" value="495 Pioneer Parkway"/></p>
15	<p>Vendor Proposal/Contact Mailing Address - City</p> <p>Vendor Proposal/Contact Mailing Address - City</p> <p><input type="text" value="Clare"/></p>
16	<p>Vendor Proposal/Contact Mailing Address - State</p> <p>Vendor Proposal/Contact Mailing Address - State (Abbreviate State Name)</p> <p><input type="text" value="Michigan"/></p>
17	<p>Vendor Proposal/Contact Mailing Address - Zip Code</p> <p>Vendor Proposal/Contact Mailing Address - Zip Code</p> <p><input type="text" value="48617"/></p>

18	Vendor Proposal/Contact Phone Number Vendor Proposal/Contact Phone Number (xxx-xxx-xxxx) <input type="text" value="800-438-4499"/>
19	Vendor Proposal/Contact Extension Number Vendor Proposal/Contact Extension Number <input type="text" value="835"/>
20	Company Website Company Website (www.XXXXX.com) <input type="text" value="www.StageRight.com"/>
21	Purchase Orders Contact Information All Purchase Orders from Cooperative members will be available through the Internet. Vendors need Internet access and at least one e-mail address so that notification of new orders can be sent to the Internet contact when a new purchase order arrives. An information guide will be provided to Vendors to assist them with retrieving their orders. Please select options below for receipt of Purchase Orders and provide the requested information: <ul style="list-style-type: none"> I will use the internet to receive Purchase Orders at the following address <input type="text" value="Yes"/>
22	Purchase Order E-mail Address Purchase Order E-mail Address <input type="text" value="swaite@stageright.com"/>
23	Purchase Order Contact Name Purchase Order Contact Name <input type="text" value="Sarah Waite"/>
24	Purchase Order Contact Phone Number Purchase Order Contact Phone Number (xxx-xxx-xxxx) <input type="text" value="800-438-4499"/>
25	Purchase Order Contact Extension Number Purchase Order Contact Extension Number <input type="text" value="835"/>
26	Alternate Purchase Order E-mail Address Alternate Purchase Order E-mail Address <input type="text" value="info@stageright.com"/>
27	Alternate Purchase Order Contact Name Alternate Purchase Order Contact Name <input type="text" value="Information"/>

28	Alternate Purchase Order Contact Phone Number Alternate Purchase Order Contact Phone Number (xxx-xxx-xxxx) <input type="text" value="800-438-4499"/>
29	Alternate Purchase Order Contact Extension Number Alternate Purchase Order Contact Extension Number <input type="text" value="No response"/>
30	Purchase Orders Contact Information All Purchase Orders from Cooperative members will be available through the Internet. Vendors need Internet access and at least one e-mail address so that notification of new orders can be sent to the Internet contact when a new purchase order arrives. An information guide will be provided to Vendors to assist them with retrieving their orders. Please select options below for receipt of Purchase Orders and provide the requested information: <ul style="list-style-type: none"> Purchase Orders may be received by the Designated Dealer(s) identified on my company's Dealer Designation form as provided to the Cooperative administrator. I understand that my company shall remain responsible for the Contract and the performance of all Designated Dealers under and in accordance with the Contract. <input type="text" value="No"/>
31	Request for Quotes (RFQ) Cooperative members will send RFQs to you by e-mail. Please provide e-mail addresses for the receipt of RFQs:
32	Request for Quote (RFQ) E-mail Address Request for Quote (RFQ) E-mail Address <input type="text" value="swaite@stageright.com"/>
33	Request for Quote (RFQ) Contact Name Request for Quote (RFQ) Contact Name <input type="text" value="Sarah Waite"/>
34	Request for Quote (RFQ) Contact Phone Number Request for Quote (RFQ) Contact Phone Number (xxx-xxx-xxxx) <input type="text" value="800-438-4499"/>
35	Request for Quote (RFQ) Contact Extension Number Request for Quote (RFQ) Contact Extension Number <input type="text" value="835"/>
36	Alternate Request for Quote (RFQ) E-mail Address Alternate Request for Quote (RFQ) E-mail Address <input type="text" value="info@stageright.com"/>
37	Alternate Request for Quote (RFQ) Contact Name Alternate Request for Quote (RFQ) Contact Name <input type="text" value="Information"/>

38	Alternate Request for Quote (RFQ) Contact Phone Number Alternate Request for Quote (RFQ) Contact Phone Number (xxx-xxx-xxxx) <input type="text" value="800-438-4499"/>
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39	Alternate Request for Quote (RFQ) Contact Extension Number Alternate Request for Quote (RFQ) Contact Extension Number <input type="text" value="No response"/>
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40	Invoices Your company will be billed monthly for the service fee due under a Contract awarded under this Proposal Invitation. All invoices are available on the BuyBoard website and e-mail notifications will be sent when they are ready to be retrieved.
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41	Invoices Please choose <u>only one (1)</u> of the following options for receipt of invoices and provide the requested information: (a) Service fee invoices and related communications should be provided directly to my company at: or (b) In lieu of my company, I request and authorize all service fee invoices to be provided directly to the following billing agent: <i>If Vendor authorizes a billing agent to receive and process service fee invoices, in accordance with the General Terms and Conditions of the Contract, Vendor specifically acknowledges and agrees that nothing in that designation shall relieve Vendor of its responsibilities and obligations under the Contract including, but not limited to, payment of all service fees under any Contract awarded Vendor.</i> <input type="text" value="Service fee invoices and notices direct to company"/>
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42	Invoice Company Name Invoice Company Name <input type="text" value="StageRight Corporation"/>
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43	Invoice Company Department Name Invoice Company Department Name <input type="text" value="Accounts Payable"/>
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44	Invoice Contact Name Invoice Contact Name <input type="text" value="Accounts Payable"/>
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45	Invoice Mailing Address Invoice Mailing Address (P.O. Box or Street Address) <input type="text" value="528 Pioneer Parkway"/>
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46	Invoice Mailing Address - City Invoice Mailing Address - City <input type="text" value="Clare"/>
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4 7	Invoice Mailing Address - State Invoice Mailing Address - State (Abbreviate State Name)	Michigan
4 8	Invoice Mailing Address - Zip Code Invoice Mailing Address (Zip Code)	48617
4 9	Invoice Contact Phone Number Invoice Contact Phone Number (xxx-xxx-xxxx)	800-438-4499
5 0	Invoice Contact Extension Number Invoice Contact Extension Number	No response
5 1	Invoice Contact Fax Number Invoice Contact Fax Number (xxx-xxx-xxxx)	989-386-9424
5 2	Invoice Contact E-mail Address Invoice Contact E-mail	actpay@stageright.com
5 3	Invoice Contact Alternate E-mail Address Invoice Contact Alternate E-mail Address	swaite@stageright.com
5 4	Billing Agent Company Name Billing Agent Company Name	No response
5 5	Billing Agent Department Name Billing Agent Department Name	No response
5 6	Billing Agent Contact Name Billing Agent Contact Name	No response
5 7	Billing Agent Mailing Address Billing Agent Mailing Address (P.O. Box or Street Address)	No response
5 8	Billing Agent Mailing Address - City Billing Agent Mailing Address - City	No response

59	Billing Agent Mailing Address - State Billing Agent Mailing Address - State (Abbreviate State Name)	<input type="text" value="No response"/>
60	Billing Agent Mailing Address - Zip Code Billing Agent Mailing Address - Zip Code	<input type="text" value="No response"/>
61	Billing Agent Contact Phone Number Billing Agent Contact Phone Number (xxx-xxx-xxxx)	<input type="text" value="No response"/>
62	Billing Agent Contact Extension Number Billing Agent Contact Extension Number	<input type="text" value="No response"/>
63	Billing Agent Fax Number Billing Agent Fax Number	<input type="text" value="No response"/>
64	Billing Agent Contact E-mail Address Billing Agent Contact E-mail Address	<input type="text" value="No response"/>
65	Billing Agent Alternative E-mail Address Billing Agent Alternative E-mail Address	<input type="text" value="No response"/>
66	Shipping Via Common Carrier, Company Truck, Prepaid and Add to Invoice, or Other	<input type="text" value="Prepaid and Add to Invoice"/>
67	Payment Terms <i>Note: Vendor payment terms must comply with the BuyBoard General Terms and Conditions and the Texas Prompt Payment Act (Texas Government Code Ch. 2251).</i>	<input type="text" value="Payment terms vary based on purchasing entity. Public Schools and Government entities will be Net 30"/>
68	Vendor's Internal/Assigned Reference/Quote Number Vendor's Internal/Assigned Reference/Quote Number	<input type="text" value="No response"/>
69	State or Attach Return Policy Note: Only return requirements and processes will be deemed part of Vendor's return policy. Any unrelated contract terms, terms of sale, or other information not specifically related to return requirements and processes included in Vendor's return policy shall not apply to any awarded Contract unless specifically included as a deviation in the Deviation and Compliance Form and accepted by the Cooperative.	<input type="text" value="No product may be returned without approval from StageRight. Authorized returns maybe subject to a 15% restocking charge and return freight."/>

7 0	Electronic Payments Are electronic payments acceptable to your company? <input type="text" value="Yes"/>
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7 1	Credit Card Payments Are credit card payments acceptable to your company? <input type="text" value="Yes"/>
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7 2	Texas Regional Service Designation Texas Regional Service Designation - Refer to Form in Proposal Invitation <p>The Cooperative (referred to as "Texas Cooperative" in this form and in the State Service Designation form) offers vendors the opportunity to service its members throughout the entire State of Texas. If you do not plan to service all Texas Cooperative members statewide, you must indicate the specific regions you will service on this form. If you propose to serve different regions for different products or services included in your Proposal, you must complete and submit a separate Texas Regional Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. By designating a region or regions, you are certifying that you are authorized and willing to provide the proposed products and services in those regions. Designating regions in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract. Additionally, if you do not plan to service Texas Cooperative members (i.e., if you will service only states other than Texas), you must so indicate on this form.</p>
--------	---

7 3	Company Name Company Name <input type="text" value="StageRight Corporation"/>
--------	--

7 4	Texas Regional Service Designation Select only one of the following options. If you select "I will NOT serve all Regions of Texas", you must then check the individual Regions you wish to serve. <input type="text" value="All Regions"/>
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7 5	Region 1 Region 1 - Edinburg <input type="checkbox"/> Region 1 (1)
--------	---

7 6	Region 2 Region 2 - Corpus Christi <input type="checkbox"/> Region 2 (2)
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7 7	Region 3 Region 3 - Victoria <input type="checkbox"/> Region 3 (3)
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7 8	Region 4 Region 4 - Houston <input type="checkbox"/> Region 4 (4)
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7 9	Region 5 Region 5 - Beaumont <input type="checkbox"/> Region 5 (5)
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80	Region 6 Region 6 - Huntsville <input type="checkbox"/> <i>Region 6 (6)</i>
81	Region 7 Region 7 - Kilgore <input type="checkbox"/> <i>Region 7 (7)</i>
82	Region 8 Region 8 - Mount Pleasant <input type="checkbox"/> <i>Region 8 (8)</i>
83	Region 9 Region 9 - Wichita Falls <input type="checkbox"/> <i>Region 9 (9)</i>
84	Region 10 Region 10 - Richardson <input type="checkbox"/> <i>Region 10 (10)</i>
85	Region 11 Region 11 - Fort Worth <input type="checkbox"/> <i>Region 11 (11)</i>
86	Region 12 Region 12 - Waco <input type="checkbox"/> <i>Region 12 (12)</i>
87	Region 13 Region 13 - Austin <input type="checkbox"/> <i>Region 13 (13)</i>
88	Region 14 Region 14 - Abilene <input type="checkbox"/> <i>Region 14 (14)</i>
89	Region 15 Region 15 - San Angelo <input type="checkbox"/> <i>Region 15 (15)</i>
90	Region 16 Region 16 - Amarillo <input type="checkbox"/> <i>Region 16 (16)</i>
91	Region 17 Region 17 - Lubbock <input type="checkbox"/> <i>Region 17 (17)</i>

9 2	Region 18 Region 18 - Midland <input type="checkbox"/> <i>Region 18 (18)</i>
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9 3	Region 19 Region 19 - El Paso <input type="checkbox"/> <i>Region 19 (19)</i>
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9 4	Region 20 Region 20 - San Antonio <input type="checkbox"/> <i>Region 20 (20)</i>
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9 5	State Service Designation State Service Designation - Refer to Form in Proposal Invitation. As set forth in the Proposal Invitation, it is the Cooperative's intent that other governmental entities in the United States have the opportunity to purchase goods or services awarded under the Contract, subject to applicable state law, through a piggy-back award or similar agreement through the National Purchasing Cooperative BuyBoard. If you plan to service the entire United States or only specific states, you must complete this form accordingly. <i>(Note: If you plan to service Texas Cooperative members, be sure that you complete the Texas Regional Service Designation form.) In addition to this form, to be considered for a piggy-back award by the National Purchasing Cooperative, you must have an authorized representative sign the National Purchasing Cooperative Vendor Award Agreement that follows this form.</i> If you serve different states for different products or services included in your Proposal, you must complete and submit a separate State Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. <i>By designating a state or states, you are certifying that you are authorized and willing to provide the proposed products and services in those states. Designating states in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.</i>
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9 6	Company Name Company Name <input type="text" value="StageRight Corporation"/>
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9 7	State Service Designation Select only one of the following options. If you select "I will NOT serve all States", you must then check the individual States you wish to serve. <input type="text" value="All States"/>
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9 8	Alabama Alabama <input type="checkbox"/> <i>Alabama (AL)</i>
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9 9	Alaska Alaska <input type="checkbox"/> <i>Alaska (AK)</i>
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1 0 0	Arizona Arizona <input type="checkbox"/> <i>Arizona (AZ)</i>
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1 0 1	Arkansas Arkansas <input type="checkbox"/> <i>Arkansas (AR)</i>
1 0 2	California California (Public Contract Code 20118 & 20652) <input type="checkbox"/> <i>California (CA)</i>
1 0 3	Colorado Colorado <input type="checkbox"/> <i>Colorado (CO)</i>
1 0 4	Connecticut Connecticut <input type="checkbox"/> <i>Connecticut (CT)</i>
1 0 5	Delaware Delaware <input type="checkbox"/> <i>Delaware (DE)</i>
1 0 6	District of Columbia District of Columbia <input type="checkbox"/> <i>District of Columbia (DC)</i>
1 0 7	Florida Florida <input type="checkbox"/> <i>Florida (FL)</i>
1 0 8	Georgia Georgia <input type="checkbox"/> <i>Georgia (GA)</i>
1 0 9	Hawaii Hawaii <input type="checkbox"/> <i>Hawaii (HI)</i>
1 1 0	Idaho Idaho <input type="checkbox"/> <i>Idaho (ID)</i>
1 1 1	Illinois Illinois <input type="checkbox"/> <i>Illinois (IL)</i>
1 1 2	Indiana Indiana <input type="checkbox"/> <i>Indiana (IN)</i>

1 1 3	Iowa Iowa <input type="checkbox"/> Iowa (IA)
1 1 4	Kansas Kansas <input type="checkbox"/> Kansas (KS)
1 1 5	Kentucky Kentucky <input type="checkbox"/> Kentucky (KY)
1 1 6	Louisiana Louisiana <input type="checkbox"/> Louisiana (LA)
1 1 7	Maine Maine <input type="checkbox"/> Maine (ME)
1 1 8	Maryland Maryland <input type="checkbox"/> Maryland (ME)
1 1 9	Massachusetts Massachusetts <input type="checkbox"/> Massachusetts (MA)
1 2 0	Michigan Michigan <input type="checkbox"/> Michigan (MI)
1 2 1	Minnesota Minnesota <input type="checkbox"/> Minnesota (MN)
1 2 2	Mississippi Mississippi <input type="checkbox"/> Mississippi (MS)
1 2 3	Missouri Missouri <input type="checkbox"/> Missouri (MO)
1 2 4	Montana Montana <input type="checkbox"/> Montana (MT)

1 2 5	Nebraska Nebraska <input type="checkbox"/> <i>Nebraska (NE)</i>
1 2 6	Nevada Nevada <input type="checkbox"/> <i>Nevada (NV)</i>
1 2 7	New Hampshire New Hampshire <input type="checkbox"/> <i>New Hampshire (NH)</i>
1 2 8	New Jersey New Jersey <input type="checkbox"/> <i>New Jersey (NJ)</i>
1 2 9	New Mexico New Mexico <input type="checkbox"/> <i>New Mexico (NM)</i>
1 3 0	New York New York <input type="checkbox"/> <i>New York (NY)</i>
1 3 1	North Carolina North Carolina <input type="checkbox"/> <i>North Carolina (NC)</i>
1 3 2	North Dakota North Dakota <input type="checkbox"/> <i>North Dakota (ND)</i>
1 3 3	Ohio Ohio <input type="checkbox"/> <i>Ohio (OH)</i>
1 3 4	Oklahoma Oklahoma <input type="checkbox"/> <i>Oklahoma (OK)</i>
1 3 5	Oregon Oregon <input type="checkbox"/> <i>Oregon (OR)</i>
1 3 6	Pennsylvania Pennsylvania <input type="checkbox"/> <i>Pennsylvania (PA)</i>

1 3 7	Rhode Island Rhode Island <input type="checkbox"/> <i>Rhode Island (RI)</i>
1 3 8	South Carolina South Carolina <input type="checkbox"/> <i>South Carolina (SC)</i>
1 3 9	South Dakota South Dakota <input type="checkbox"/> <i>South Dakota (SD)</i>
1 4 0	Tennessee Tennessee <input type="checkbox"/> <i>Tennessee (TN)</i>
1 4 1	Texas Texas <input type="checkbox"/> <i>Texas (TX)</i>
1 4 2	Utah Utah <input type="checkbox"/> <i>Utah (UT)</i>
1 4 3	Vermont Vermont <input type="checkbox"/> <i>Vermont (VT)</i>
1 4 4	Virginia Virginia <input type="checkbox"/> <i>Virginia (VA)</i>
1 4 5	Washington Washington <input type="checkbox"/> <i>Washington (WA)</i>
1 4 6	West Virginia West Virginia <input type="checkbox"/> <i>West Virginia (WV)</i>
1 4 7	Wisconsin Wisconsin <input type="checkbox"/> <i>Wisconsin (WI)</i>
1 4 8	Wyoming Wyoming <input type="checkbox"/> <i>Wyoming (WY)</i>

Bid Lines

1 Section I: Furniture for Classrooms, Campus, and Schools- Discount (%) off catalog/pricelist for **All Classroom and School Furniture.** **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total:

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

-

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "**Add Alternate**" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

2 Section I: Furniture for Classrooms, Campus, and Schools- Discount (%) off catalog/pricelist for **All Auditorium Seating Furniture.** **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total:

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

-

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "**Add Alternate**" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

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3 Section I: Furniture for Classrooms, Campus, and Schools- Discount (%) off catalog/pricelist for **All Cafeteria/Dining Room Furniture.** **Catalog/Pricelist MUST be included or proposal will not be considered.**

No Bid

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

-

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "**Add Alternate**" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

4 Section I: Furniture for Classrooms, Campus, and Schools- Discount (%) off catalog/pricelist for **All Dormitory Furniture**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

No Bid

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

-

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "**Add Alternate**" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

5 Section I: Furniture for Classrooms, Campus, and Schools- Discount (%) off catalog/pricelist for **All Library Furniture**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

No Bid

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

-

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "**Add Alternate**" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

6

Section I: Furniture for Classrooms, Campus, and Schools- Discount (%) off catalog/pricelist for **All Science Laboratory Furniture.** **Catalog/Pricelist MUST be included or proposal will not be considered.**

No Bid

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

-

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "**Add Alternate**" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

7 Section I: Furniture for Classrooms, Campus, and Schools- Discount (%) off catalog/pricelist for **All Other Education Related Furniture and Products.** **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total:

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

-

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "**Add Alternate**" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

8 Section II: Furniture for Business, Office, and Workplace - Discount (%) off catalog/pricelist for **All Office Furniture.** **Catalog/Pricelist MUST be included or proposal will not be considered.**

No Bid

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

-

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "**Add Alternate**" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

9 Section II: Furniture for Business, Office, and Workplace - Discount (%) off catalog/pricelist for **All Modular Furniture (New)**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

No Bid

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

-

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "**Add Alternate**" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

1 0 Section II: Furniture for Business, Office, and Workplace - Discount (%) off catalog/pricelist for All Modular Furniture (Refurbished). Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

-

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "**Add Alternate**" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

1 1 Section II: Furniture for Business, Office, and Workplace - Discount (%) off catalog/pricelist for All Courtroom Furniture. Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

-

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "**Add Alternate**" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

1
2

Section II: Furniture for Business, Office, and Workplace - Discount (%) off catalog/pricelist for All Church and Religious Furniture. Catalog/Pricelist MUST be included or proposal will not be considered.

Total:

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

-

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "**Add Alternate**" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

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1
3

Section II: Furniture for Business, Office, and Workplace - Discount (%) off catalog/pricelist for All Healthcare Furniture. Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

-

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "**Add Alternate**" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

1
4

Section II: Furniture for Business, Office, and Workplace - Discount (%) off catalog/pricelist for All Other Business and Workplace Furniture. Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

-

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "**Add Alternate**" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

1
5

Section III: Furniture for Storage, Walls/Panels, and Accessories - Discount (%) off catalog/pricelist for All Filing Cabinets. Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

-

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "**Add Alternate**" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

1
6

Section III: Furniture for Storage, Walls/Panels, and Accessories - Discount (%) off catalog/pricelist for All Lockers and Locker Products. Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

-

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "**Add Alternate**" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

1
7

Section III: Furniture for Storage, Walls/Panels, and Accessories - Discount (%) off catalog/pricelist for All Moveable Walls and Partitions. Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

-

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "**Add Alternate**" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

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8

Section III: Furniture for Storage, Walls/Panels, and Accessories - Discount (%) off catalog/pricelist for All Types of Acoustic Ceiling, Wall Panels and Related Materials. Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

-

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "**Add Alternate**" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

1 9 Section III: Furniture for Storage, Walls/Panels, and Accessories - Discount (%) off catalog/pricelist for All Window Treatments. Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "**Add Alternate**" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

2 0 Section IV: Installation and Repair Service - Hourly Labor Rate for Installation/Repair Service of All Types of Furniture -- Not to Exceed hourly labor rate for Installation/Repair Service of All Types of Furniture.

Quantity: 1 UOM: Hourly Labor Rate Price: Total:

2 1 Section IV: Installation and Repair Service -Percentage (%) Rate of Total Order for Installation of Furniture - Not to Exceed percentage (%) vendor will charge of Total Order Price for Installation of Furniture.

Quantity: 1 UOM: Order Percentage (%) Rate of Total Price: Total:

2 2 Section V: Furniture and Equipment Moving Services -Furniture and Equipment Moving Services - per square foot price for furniture and equipment moving. Price to include all necessary supplies, labor, and related items to complete moving of furniture and equipment.

Quantity: 1 UOM: Per Square Foot

No Bid

2 3 Section V: Furniture and Equipment Moving Services -Removal and Disposal of Trash Services - per square foot price for the removal and disposal of trash. Price to include all necessary supplies, labor, and related items to complete removal and disposal of trash.

Quantity: 1 UOM: Per Square Foot Price: Total:

2
4

Section VI: Proposal No. 667-22 - Furniture for School, Office, Science, Library and Dormitory: EVALUATION ITEMS - Evaluation Item No. 1 - Specified Brand, Model, and UOM: Virco – 9000 Series 4-Leg Stack Chair (#9018); Qty. 1; Size: 18 in. seat height; Color: Navy Blue; Four leg chrome; For Classroom Seating.

No Bid

Item Notes: 1.Information under Section VI is requested and will be used only for purposes of assisting in the evaluation of Vendor's price competitiveness. **These items will not be individually awarded.** THE FOLLOWING EVALUATION ITEMS MUST BE COMPLETED FOR **EITHER THE AS SPECIFIED OR ALTERNATE PRODUCT.** Equal alternates may be submitted only if you do not sell the specific product listed. Evaluation items must be fully completed and submitted, or the PROPOSAL WILL NOT BE CONSIDERED.

2.Vendors shall provide **AS SPECIFIED OR ALTERNATE PRODUCT** pricing based on the following pricing structure.

[Calculated BuyBoard Price (catalog/pricelist price less discount proposed = BuyBoard Price)]

3.Vendors that do not offer any of the evaluation or alternate items listed below **shall submit a written explanation to request exemption from this requirement** and **select "No Bid."** The Cooperative may determine, in its sole discretion, whether or not to exempt a Vendor from this requirement based on all information provided with the Proposal.

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5

Section VI: Proposal No. 667-22 - Furniture for School, Office, Science, Library and Dormitory: EVALUATION ITEMS - Evaluation Item No. 2 - Specified Brand, Model, and UOM: Virco – 9000 Series Chair and Student Desk Combo (#9400BR); Qty. 1; Size: 18 in. seat height; Color: Navy Blue/Grey; Laminate top; Four leg chrome; Bookrack; For Classroom Seating.

No Bid

Item Notes: 1.Information under Section VI is requested and will be used only for purposes of assisting in the evaluation of Vendor's price competitiveness. **These items will not be individually awarded.** THE FOLLOWING EVALUATION ITEMS MUST BE COMPLETED FOR **EITHER THE AS SPECIFIED OR ALTERNATE PRODUCT.** Equal alternates may be submitted only if you do not sell the specific product listed. Evaluation items must be fully completed and submitted, or the PROPOSAL WILL NOT BE CONSIDERED.

2.Vendors shall provide **AS SPECIFIED OR ALTERNATE PRODUCT** pricing based on the following pricing structure.

[Calculated BuyBoard Price (catalog/pricelist price less discount proposed = BuyBoard Price)]

3.Vendors that do not offer any of the evaluation or alternate items listed below **shall submit a written explanation to request exemption from this requirement** and **select "No Bid."** The Cooperative may determine, in its sole discretion, whether or not to exempt a Vendor from this requirement based on all information provided with the Proposal.

2 **Section VI: Proposal No. 667-22 - Furniture for School, Office, Science, Library and Dormitory: EVALUATION**

6 **ITEMS - Evaluation Item No. 3 - Specified Brand, Model, and UOM:** Virco – Cafeteria Table with Round Stools (#MTS17291212); Qty. 1; Table height: 29”; Seat height: 17”; 12 round stools; Table frame: Chrome legs; Chair Color: Navy Blue; Laminate surface: Grey; Edge Banding: Black.

No Bid

Item Notes: 1.Information under Section VI is requested and will be used only for purposes of assisting in the evaluation of Vendor's price competitiveness. **These items will not be individually awarded.** THE FOLLOWING EVALUATION ITEMS MUST BE COMPLETED FOR **EITHER THE AS SPECIFIED OR ALTERNATE PRODUCT.** Equal alternates may be submitted only if you do not sell the specific product listed. Evaluation items must be fully completed and submitted, or the PROPOSAL WILL NOT BE CONSIDERED.

2.Vendors shall provide **AS SPECIFIED OR ALTERNATE PRODUCT** pricing based on the following pricing structure.

[Calculated BuyBoard Price (catalog/pricelist price less discount proposed = BuyBoard Price)]

3.Vendors that do not offer any of the evaluation or alternate items listed below **shall submit a written explanation to request exemption from this requirement** and **select "No Bid."** The Cooperative may determine, in its sole discretion, whether or not to exempt a Vendor from this requirement based on all information provided with the Proposal.

2 **Section VI: Proposal No. 667-22 - Furniture for School, Office, Science, Library and Dormitory: EVALUATION**

7 **ITEMS Evaluation Item No. 4 - Specified Brand, Model, and UOM:** Diversified Woodcrafts–Octagon Science Lab Workstation (#1514KF); Qty. 1; Four drawer base (56" Diameter); Solid 1" epoxy resin top.

No Bid

Item Notes: 1.Information under Section VI is requested and will be used only for purposes of assisting in the evaluation of Vendor's price competitiveness. **These items will not be individually awarded.** THE FOLLOWING EVALUATION ITEMS MUST BE COMPLETED FOR **EITHER THE AS SPECIFIED OR ALTERNATE PRODUCT.** Equal alternates may be submitted only if you do not sell the specific product listed. Evaluation items must be fully completed and submitted, or the PROPOSAL WILL NOT BE CONSIDERED.

2.Vendors shall provide **AS SPECIFIED OR ALTERNATE PRODUCT** pricing based on the following pricing structure.

[Calculated BuyBoard Price (catalog/pricelist price less discount proposed = BuyBoard Price)]

3.Vendors that do not offer any of the evaluation or alternate items listed below **shall submit a written explanation to request exemption from this requirement** and **select "No Bid."** The Cooperative may determine, in its sole discretion, whether or not to exempt a Vendor from this requirement based on all information provided with the Proposal.

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8

Section VI: Furniture for School, Office, Science, Library and Dormitory: EVALUATION ITEMS Evaluation Item No. 5 - Specified Brand, Model, and UOM: Hon – Task Chair (#5901); Qty. 1; Color: Blue; Grade 4 fabric; Armless; 360 Degree Swivel; Tilt Tension and Lock; Black Base.

No Bid

Item Notes: 1.Information under Section VI is requested and will be used only for purposes of assisting in the evaluation of Vendor's price competitiveness. **These items will not be individually awarded.** THE FOLLOWING EVALUATION ITEMS MUST BE COMPLETED FOR **EITHER THE AS SPECIFIED OR ALTERNATE PRODUCT**. Equal alternates may be submitted only if you do not sell the specific product listed. Evaluation items must be fully completed and submitted, or the PROPOSAL WILL NOT BE CONSIDERED.

2.Vendors shall provide **AS SPECIFIED OR ALTERNATE PRODUCT** pricing based on the following pricing structure.

[Calculated BuyBoard Price (catalog/pricelist price less discount proposed = BuyBoard Price)]

3.Vendors that do not offer any of the evaluation or alternate items listed below **shall submit a written explanation to request exemption from this requirement** and **select "No Bid."** The Cooperative may determine, in its sole discretion, whether or not to exempt a Vendor from this requirement based on all information provided with the Proposal.

2
9

Section VI: Proposal No. 667-22 - Furniture for School, Office, Science, Library and Dormitory: EVALUATION ITEMS - Evaluation Item No. 6 - Specified Brand, Model, and UOM: Global – Lateral File Cabinet (#9342-3F1H); Qty. 1; Size: 42" Wide; 3-Drawer, Color: Black; Center pull configuration.

No Bid

Item Notes: 1.Information under Section VI is requested and will be used only for purposes of assisting in the evaluation of Vendor's price competitiveness. **These items will not be individually awarded.** THE FOLLOWING EVALUATION ITEMS MUST BE COMPLETED FOR **EITHER THE AS SPECIFIED OR ALTERNATE PRODUCT**. Equal alternates may be submitted only if you do not sell the specific product listed. Evaluation items must be fully completed and submitted, or the PROPOSAL WILL NOT BE CONSIDERED.

2.Vendors shall provide **AS SPECIFIED OR ALTERNATE PRODUCT** pricing based on the following pricing structure.

[Calculated BuyBoard Price (catalog/pricelist price less discount proposed = BuyBoard Price)]

3.Vendors that do not offer any of the evaluation or alternate items listed below **shall submit a written explanation to request exemption from this requirement** and **select "No Bid."** The Cooperative may determine, in its sole discretion, whether or not to exempt a Vendor from this requirement based on all information provided with the Proposal.

3
0

Section VI: Proposal No. 667-22 - Furniture for School, Office, Science, Library and Dormitory: EVALUATION

ITEMS - Evaluation Item No. 7 - Specified Brand, Model, and UOM: Hon – 10700 Series U-Workstation (Single Pedestal Right Desk H10785R, Bridge H10770, and Single Pedestal Credenza H10746L); Qty. 1; Size: Desk-72"W x 36"D, Bridge-47"W, Credenza-72"W x 24"D; Laminate; Color: Mahogany.

No Bid

Item Notes: 1.Information under Section VI is requested and will be used only for purposes of assisting in the evaluation of Vendor's price competitiveness. **These items will not be individually awarded.** THE FOLLOWING EVALUATION ITEMS MUST BE COMPLETED FOR **EITHER THE AS SPECIFIED OR ALTERNATE PRODUCT**. Equal alternates may be submitted only if you do not sell the specific product listed. Evaluation items must be fully completed and submitted, or the PROPOSAL WILL NOT BE CONSIDERED.

2.Vendors shall provide **AS SPECIFIED OR ALTERNATE PRODUCT** pricing based on the following pricing structure.

[Calculated BuyBoard Price (catalog/pricelist price less discount proposed = BuyBoard Price)]

3.Vendors that do not offer any of the evaluation or alternate items listed below **shall submit a written explanation to request exemption from this requirement** and **select "No Bid."** The Cooperative may determine, in its sole discretion, whether or not to exempt a Vendor from this requirement based on all information provided with the Proposal.

Response Total: \$405.00

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
StageRight Corporation
Clare, MI United States

Certificate Number:
2023-1037284

Date Filed:
06/21/2023

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

Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
12479
Portable Staging

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.

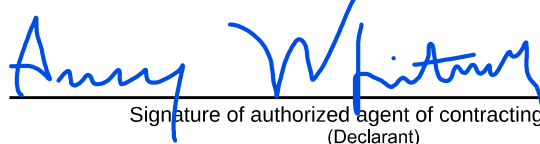
6 UNSWORN DECLARATION

My name is Amy Whitney, and my date of birth is 09/06/1971.

My address is 7140 19 Mile Rd, Marion, MI, 49665, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Clare County, State of MI, on the 21st day of June, 2023.
(month) (year)


Signature of authorized agent of contracting business entity
(Declarant)



495 Pioneer Parkway
 Clare, MI 48617
 Phone: 800-438-4499
 Fax: 989-386-3500
 www.stageright.com

Quote for Killeen Convention Center
 Quote: 12479
 Revision: 6
 Offer Valid Through: 9/1/23
 Proposed by: Amy Whitney
 Phone: (800) 438-4499
 Email: awhitney@stageright.com

Quote Reference Number: 12479

Address Information

Bill To:

Killeen Convention Center
 P.O. Box 1329
 Killeen, Texas 76540
 United States

Ship To:

Killeen Convention Center
 3601 South W.S. Young Drive
 Killeen, Texas 76542
 United States

Contact Buying: Jonathan VanExel

Phone: (254) 220-8854

Email: jvanexel@ci.killeen.tx.us

Contact Shipping: Jonathan VanExel

Phone: (254) 220-8854

Email: jvanexel@ci.killeen.tx.us

Terms and Conditions

Payment Terms: 30% Down, Balance Net 30

Killeen Conv Ctr - ME-2750 no buyboard-060623

Products

Description	Part Number	Qty	Price	Ext Price
ME-2750, 8' x 8' x 36"-56" w/ R.L.A	319236	12	\$2,817.00 USD	\$33,804.00 USD
Deck, 4'x8', Reversible with Black TechStage 0.095"/Gray Carpet Surfaces, A	648an2d	40	\$707.00 USD	\$28,280.00 USD
Stair - Folding Adjustable 36"-56" 6 Step, redesign alum. tread	360006	4	\$1,740.00 USD	\$6,960.00 USD
Guardrail, 8' x 42", Stage Rail	390402	11	\$414.00 USD	\$4,554.00 USD
Guardrail, 4' x 42", Stage Rail	390400	4	\$330.00 USD	\$1,320.00 USD
Skirt, 8' x 36"-56" Black Janus, Clip Attachment	321112	11	\$150.00 USD	\$1,650.00 USD
Skirt, 4'x36"-56", Black Janus, Clip Attachment	321125	4	\$115.00 USD	\$460.00 USD
Transport, Drapery	322113	1	\$775.00 USD	\$775.00 USD
Transport, Guardrail Universal (36 - 4' or 20 - 6' to 8' Guardrails)	322248	1	\$1,275.00 USD	\$1,275.00 USD
Transport, Deck 4' x 8' (15), with castors	322201	3	\$650.00 USD	\$1,950.00 USD

Services

Description	Qty	Price	Ext Price
SR 1 Year Warranty	1	\$0.00 USD	\$0.00 USD

Additional Charges/Credits

Description	Qty	Price	Ext Price
Shipping & Freight	1	\$9,000.00 USD	\$9,000.00 USD

Alternates

Description	Part Number	Qty	Price	Ext Price
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Products Total:	\$81,028.00 USD
Services Total:	\$0.00 USD
Additional Charges/Credits Total:	\$9,000.00 USD
Alternates Total:	\$0.00 USD
*Net Total:	\$90,028.00 USD

Quote Comments

A Sales Tax Exempt Form must be provided with an order or Sales Tax will be added.
Buy Board #667-22

Specific Terms

Quoted price does not include any State and/or Local Taxes unless specified in the quotation

*Quoted Net Total does not include Alternate items; Ask for a quote revision after approving or rejecting Alternates to see an updated Net Total
Within five business days from receipt of order, an order acknowledgement will be sent to confirm your order and provide a scheduled ship date. It will also contain important information regarding the processing and delivery of your order. Contact StageRight immediately if you do not receive your order confirmation.

Lead time is estimated and varies based on manufacturing capacity. Actual ship date will be determined at placement of order. Shipping rates are subject to change. Freight Terms: FOB Clare - MI

StageRight collects tax in the following states: AL AZ AR CA CO DC FL GA HI IN MA MI MN NE NV NJ NM NY PA TX WA WI

A tax exempt certificate must be provided at time of order placement or sales tax will be added to the order.

These can be forwarded to the following email address: taxexemptions@rogersgrp.com

All Labor and costs associated with docking, unloading, transferring or set up of the equipment and removal of debris are not included unless specified in the quotation

Configured parts or part numbers ending in '-Custom' will have a production suffix added to the part number upon sales order creation and may appear different on invoices

Visa - Mastercard - American Express and Discover Accepted

Order Authorization

Date

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KCCC STAGE REPLACEMENT

RS-23-122

August 1, 2023

Background

2

- The stage at the Killeen Civic and Conference Center is 21 years old, and many of the parts are at the end of their usable life. The inserts are wearing down with repeated use, some welds have begun to crack, back rails have become worn and are very difficult to attach to the stage.
- These issues pose a safety hazard and concern for customers who utilize the stage.

Background (cont.)

3

- Since the current stage is no longer produced, a complete stage replacement is the only option to continue offering a safe, clean, professional stage for customers.
- This replacement was included in the FY 2023 budget as a decision package.

Discussion/Conclusion

4

- The Killeen Civic and Conference Center requested quotes from three stage manufacturers, and the following quotes were received.
 - StageRight \$90,028
 - Sico \$91,473
 - MityLite \$104,287
- Staff evaluated the quotes and found StageRight to be responsive and below the estimated cost for stage replacement budgeted in FY 2023.

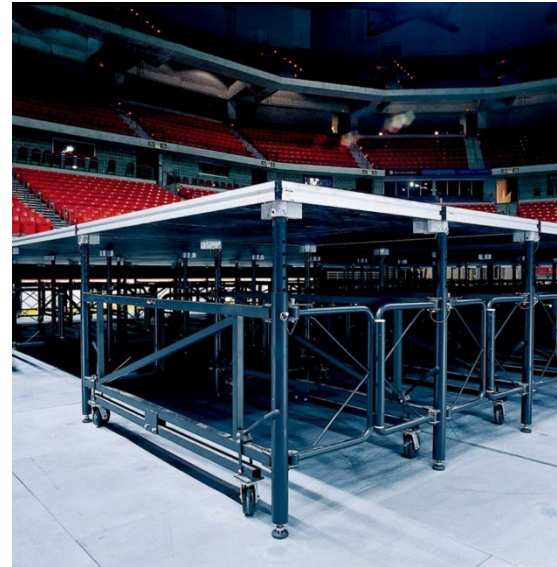
Discussion/Conclusion (Photos)

5

Stage Unit (40, 4x8 ea.)



Assembled (1,280 Sq. Ft.)



Alternatives

6

- ❑ Do not approve the purchase of a replacement stage
- ❑ Approve the purchase of a replacement stage from StageRight, in the amount of \$90,028
- ❑ Approve the purchase of a replacement stage from a different vendor

Recommendation

7

- Staff recommends awarding the purchase of the replacement stage to StageRight, in the amount of \$90,028.



City of Killeen

Staff Report

File Number: RS-23-123

1	City Council Workshop	08/01/2023	Reviewed and Referred	City Council	08/08/2023
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Consider a resolution finding that Oncor Electric’s application to increase rates within the City should be denied, authorizing participation with the Steering Committee of Cities Served by Oncor, and finding that the City’s reasonable rate case expenses shall be reimbursed by Oncor Electric.

DATE: August 1, 2023

TO: Kent Cagle, City Manager

FROM: Holli Clements, City Attorney

SUBJECT: Deny Oncor Electric’s application to increase rates within the City and authorize participation with the Steering Committee of Cities Served by Oncor

BACKGROUND AND FINDINGS:

On June 30, 2023, Oncor Electric Delivery Company, LLC (“Oncor” or “Company”) filed an Application to Amend its Distribution Cost Recovery Factor (“DCRF”) and Update its Mobile Generation Riders to increase distribution rates within each of the cities in its service area. In the filing, the Company asserts it is seeking an increase in distribution revenues of approximately \$152.78 million. The Company is also seeking to update its Rider Mobile Generation and Rider Wholesale Mobile Generation to recover revenue related to mobile generation unit leasing and operation. The Rider would recover approximately \$1.07 million.

The purpose of the Resolution is to deny the DCRF application proposed by Oncor. The Resolution authorizes the City to join with the Steering Committee of Cities Served by Oncor (“OCSC”) to evaluate the filing, determine whether the filing complies with law, and if lawful, to determine what further strategy, including settlement, to pursue.

THE ALTERNATIVES CONSIDERED:

The alternatives are:

- 1.) Decline to approve the resolution denying Oncor’s request to increase rates and authorizing participation with the Steering Committee; or
- 2.) Approve the resolution denying Oncor’s request to increase rates and authorizing participation with the Steering Committee.

Which alternative is recommended? Why?

Staff recommends approval of the resolution denying Oncor’s request to increase rates and authorizing participation with the Steering Committee.

CONFORMITY TO CITY POLICY:

This item confirms with state law and city policy.

FINANCIAL IMPACT:

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

There is no expenditure associated with this item.

Is this a one-time or recurring expenditure?

N/A

Is this expenditure budgeted?

N/A

If not, where will the money come from?

N/A

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

N/A

RECOMMENDATION:

Staff recommends approval of the resolution denying Oncor’s request to increase rates and authorizing participation with the Steering Committee.

DEPARTMENTAL CLEARANCES:

Click or tap here to enter text.

ATTACHED SUPPORTING DOCUMENTS:

Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF KILLEEN, TEXAS FINDING THAT ONCOR ELECTRIC DELIVERY COMPANY LLC'S APPLICATION TO AMEND ITS DISTRIBUTION COST RECOVERY FACTOR AND UPDATE GENERATION RIDERS TO INCREASE DISTRIBUTION RATES WITHIN THE CITY SHOULD BE DENIED; AUTHORIZING PARTICIPATION WITH THE STEERING COMMITTEE OF CITIES SERVED BY ONCOR; AUTHORIZING HIRING OF LEGAL COUNSEL; FINDING THAT THE CITY'S REASONABLE RATE CASE EXPENSES SHALL BE REIMBURSED BY THE COMPANY; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL.

WHEREAS, the City of Killeen, Texas ("City") is an electric utility customer of Oncor Electric Delivery Company LLC. ("Oncor" or "Company"), and a regulatory authority with an interest in the rates and charges of Oncor; and

WHEREAS, the City is a member of the Steering Committee of Cities Served by Oncor ("OCSC"), a membership of similarly situated cities served by Oncor that have joined together to efficiently and cost effectively review and respond to electric issues affecting rates charged in Oncor's service area; and

WHEREAS, on or about June 29, 2023, Oncor filed with the City an Application to Amend its Distribution Cost Recovery Factor and Update Mobile Generation Riders, PUC Docket No. 55190, seeking to increase electric distribution rates by approximately \$152.78 million and update Oncor's Rider Mobile Generation and Rider Wholesale Mobile Generation to recover \$1.07 million related to mobile generation facilities; and

WHEREAS, all electric utility customers residing in the City will be impacted by this ratemaking proceeding if it is granted; and

WHEREAS, OCSC is coordinating its review of Oncor's DCRF filing with designated attorneys and consultants to resolve issues in the Company's application; and

WHEREAS, OCSC members and attorneys recommend that members deny the DCRF.

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

Section 1. That the City is authorized to participate with Cities in PUC Docket No. 55190.

Section 2. That subject to the right to terminate employment at any time, the City hereby authorizes the hiring of the law firm of Lloyd Gosselink and consultants to negotiate with the Company, make recommendations to the City regarding reasonable rates, and to direct any necessary administrative proceedings or court litigation associated with an appeal of this application filed with the PUC.

Section 3. That the rates proposed by Oncor to be recovered through its DCRF charged to customers located within the City limits, are hereby found to be unreasonable and shall be denied.

Section 4. That the Company shall continue to charge its existing rates to customers within the City.

Section 5. That the City's reasonable rate case expenses shall be reimbursed in full by Oncor within 30 days of presentation of an invoice to Oncor.

Section 6. That it is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public as required by law and the public notice of the time, place, and purpose of said meeting was given as required.

Section 7. That a copy of this Resolution shall be sent to J. Michael Sherburne, Vice President – Regulatory, Oncor Electric Delivery Company LLC, 1616 Woodall Rodgers Freeway, Dallas, Texas 75202; to Tab R. Urbantke, Hunton Andrews Kurth LLP, 1445 Ross Avenue, Suite 3700, Dallas, Texas 75202; and to Thomas L. Brocato, General Counsel to OCSC, at Lloyd Gosselink Rochelle & Townsend, 816 Congress Ave., Suite 1900, Austin, Texas 78701.

PASSED AND APPROVED this _____ day of August, 2023.

Mayor

ATTEST:

City Secretary

APPROVED AS TO FORM:

City Attorney



ONCOR DCRF APPLICATION

RS-23-123

August 1, 2023

117

Background

2

- Cities exercise original jurisdiction over the level of electric rates charged within their boundaries.
- Killeen is a member of the Steering Committee of Cities served by Oncor (“Steering Committee”) along with 168 other cities.

Oncor Filing

3

- Oncor filed an application on June 30, 2023 seeking to increase distribution revenues by \$152.78 million and to update its mobile generation rider in the amount of \$1.07 million.
- The impact of these increases on an average residential customer would be about \$2.44 per month.

Alternatives

4

- The alternatives are to:
 - ▣ Not Adopt the Resolution which would result in Oncor's proposed increased rates taking effect; or
 - ▣ Adopt the Resolution finding that Oncor's application to change rates should be denied, authorizing participation with the Steering Committee, and finding that reasonable rate case expenses should be reimbursed by Oncor.

Recommendation

5

- Staff recommends adoption of the Resolution finding that Oncor's application to change rates should be denied, authorizing participation with the Steering Committee, and finding that reasonable rate case expenses should be reimbursed by Oncor.



City of Killeen

Staff Report

File Number: RS-23-124

1	City Council Workshop	08/01/2023	Reviewed and Referred	City Council	08/08/2023
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Consider a memorandum/resolution appointing Councilmembers to various boards and commissions.

DATE: August 1, 2023

TO: Kent Cagle, City Manager

FROM: Laura Calcote, City Secretary

SUBJECT: Appointing Councilmembers to Various Boards and Commissions

BACKGROUND AND FINDINGS:

Pursuant the Governing Standards and Expectations, Section 3.10 (f), Appointments and Vacancies, as soon as practicable after the annual City Council election, appointments to committees and subcommittees will be made by the City Council.

The Mayor has first choice of three committees, followed by Councilmembers in tenure order selecting one committee each, followed by additional round(s) of Councilmembers selecting committees until all committee appointments are filled. Tenure shall mean time in current office without a break from the time of election or appointment to present. In the event that tenure of Councilmembers is the same, the order of those members’ selections will be based on the number of votes received when elected in highest to lowest order.

Audit Committee appointments were made at the June 27, 2023 Regular City Council Meeting. Councilmembers Ramon Alvarez and Michael Boyd were selected to serve on the Committee.

THE ALTERNATIVES CONSIDERED:

No alternatives are being considered.

Which alternative is recommended? Why?

N/A

CONFORMITY TO CITY POLICY:

Making these appointments conforms to relevant city ordinances and policies.

CITY COUNCIL REGULAR COMMITTEES:

Audit Committee

New Member	Comments
Debbie Nash-King	Mayor
Ramon Alvarez	Councilmember
Michael Boyd	Councilmember

Crime Solution Committee

New Member	Comments
Riakos Adams	

Hill Country Transit

New Member	Comments
Joseph Solomon	Elected Official Rep (term expires June 2024)

Killeen Economic Development Corporation (KEDC)

New Member	Comments
Debbie Nash-King	Elected Official Representative
Jessica Gonzalez	Elected Official Representative
Michael Boyd	Elected Official Representative

Killeen Sister Cities

New Member	Comments
Riakos Adams	Elected Official Representative
Jessica Gonzalez	Elected Official Representative
Vacant	Elected Official Representative
Nina Cobb	Ex-Officio, Mayor's Designee

Tax Increment Reinvestment Zone Number Two Board

New Member	Comments
Debbie Nash-King	City Representative
Ramon Alvarez	City Representative
Jessica Gonzalez	City Representative

Central Texas Council of Governments (CTCOG)

New Member	Comments
Debbie Nash-King	Elected Official Representative
Riakos Adams	Alternate (Elected Official Representative)

Development District Board of Central Texas

New Member	Comments
Michael Boyd	City Representative

Transportation Planning Committee (K-TMPO)

New Member	Comments
Ramon Alvarez	Elected Official Representative
Riakos Adams	Elected Official Representative

Jessica Gonzalez Elected Official Representative

CITY COUNCIL SUB-COMMITTEES:

Animal Advisory Committee

New Member	Comments
Riakos Adams	Sub-Committee Member
Vacant	Sub-Committee Member

Board of Adjustment - Construction

New Member	Comments
Ramon Alvarez	Sub-Committee Member
Vacant	Sub-Committee Member

Board of Adjustment - Fire Prevention Code

New Member	Comments
Joseph Solomon	Sub-Committee Member
Vacant	Sub-Committee Member

Board of Adjustment - Aviation

New Member	Comments
Nina Cobb	Sub-Committee Member
Debbie Nash-King	Sub-Committee Member

Board of Adjustment - Zoning

New Member	Comments
Ramon Alvarez	Sub-Committee Member
Debbie Nash-King	Sub-Committee Member

Senior Citizens Advisory Board

New Member	Comments
Nina Cobb	Sub-Committee Member
Joseph Solomon	Sub-Committee Member

Bell County Health District

New Member	Comments
Jessica Gonzalez	Sub-Committee Member
Riakos Adams	Sub-Committee Member

Youth Advisory Commission

New Member	Comments
Michael Boyd	Sub-Committee Member
Jose Segarra	Sub-Committee Member
Riakos Adams	Sub-Committee Member

FINANCIAL IMPACT:

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

There is no current or future expenditure associated with these appointments.

Is this a one-time or recurring expenditure?

N/A

Is this expenditure budgeted?

N/A

If not, where will the money come from?

N/A

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

N/A

RECOMMENDATION:

Recommendation is to appoint new members, as stated above.

DEPARTMENTAL CLEARANCES:

Legal

ATTACHED SUPPORTING DOCUMENTS:

N/A



COUNCIL APPOINTMENTS TO BOARDS, COMMISSIONS AND COMMITTEES

RS-23-124

August 1, 2023

126

Background

2

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

Regular Boards, Commissions & Committees

3

Audit Committee

New

Comments

Mayor

Ramon Alvarez (appointed 6/27/2023)

Councilmember

Michael Boyd (appointed 6/27/2023)

Councilmember

Crime Solutions Committee

New

Comments

Councilmember

Hill Country Transit

New

Comments

Elected Official Rep (term expires June 2024)

Regular Boards, Commissions & Committees

4

Killeen Economic Development Corp (KEDC)

New	Comments
	Elected Official Representative
	Elected Official Representative
	Elected Official Representative

Killeen Sister Cities

New	Comments
	Elected Official Representative
	Elected Official Representative
	Elected Official Representative
	Mayor/Designee (Ex-officio)

Regular Boards, Commissions & Committees

5

Tax Increment Reinvestment Zone Number Two Board

New	Comments
	City Representative
	City Representative
	City Representative

Central Texas Council of Governments (CTCOG)

New	Comments
	Elected Official Representative
	Alternate (Elected Official Rep)

Regular Boards, Commissions & Committees

6

Development District Board of Central Texas

New	Comments
	City Representative

Transportation Planning Committee (K-T MPO)

New	Comments
	Elected Official Representative
	Elected Official Representative
	Elected Official Representative

Sub-Committee Appointments

7

Animal Advisory Committee

New	Comments
	Sub-Committee Member
	Sub-Committee Member

Board of Adjustment – Construction

New	Comments
	Sub-Committee Member
	Sub-Committee Member

Sub-Committee Appointments

8

Board of Adjustment – Fire Prevention Code

New	Comments
	Sub-Committee Member
	Sub-Committee Member

Board of Adjustment – Aviation

New	Comments
	Sub-Committee Member
	Sub-Committee Member

Sub-Committee Appointments

9

Board of Adjustment – Zoning

New	Comments
	Sub-committee member
	Sub-committee member

Senior Citizens Advisory Board

New	Comments
	Sub-committee member
	Sub-committee member

Sub-Committee Appointments

10

Bell County Health District

New	Comments
	Sub-committee member
	Sub-committee member



City of Killeen

Staff Report

File Number: PH-23-044

1	City Council Workshop	08/01/2023	Reviewed and Referred	City Council	08/08/2023
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HOLD a public hearing on proposed rate increases for FY 2024 to be effective October 1, 2023.

DATE: August 1, 2023

TO: Kent Cagle, City Manager

FROM: Miranda Drake, Assistant Director of Finance

SUBJECT: FY 2024 Rate Increases

BACKGROUND AND FINDINGS:

Throughout the budget process, the City of Killeen ensures that public input is sought and valued. In accordance with the City Charter and Financial Governance Policy, a mandatory public hearing is held for any ordinance that seeks to impose or raise fines or fees. This public hearing plays a vital role as it provides a platform for citizens to express their views and feedback on the proposed fees. The City actively encourages all citizens to take part in this hearing and make their voices heard.

Under the Financial Governance Policy, all fees must be listed in the fee schedule, except for specific rates/fees set by City Council ordinance, such as Water and Sewer, Solid Waste, Drainage, and Street Maintenance Fees. To determine these fees, the relevant departments compared them with those of similar cities, and the proposed fees were made available to the public on the City's website from March 31, 2023, until April 30. Despite the comment period, no feedback was received.

THE ALTERNATIVES CONSIDERED:

N/A

Which alternative is recommended? Why?

N/A

CONFORMITY TO CITY POLICY:

This conforms to requirements set forth in the City Charter, Article III, Section 38; and Financial Governance Policy VIII(B).

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 hold a public hearing on proposed rate increases for FY 2024 to be effective October 1, 2023.

DEPARTMENTAL CLEARANCES:

Finance
Legal

ATTACHED SUPPORTING DOCUMENTS:

Fee Schedule

**FY 2024
Proposed Budget
Rate Increases
Public Hearing
August 8, 2023**



CITY OF KILLEEN, TEXAS

FY 2024 Proposed Fee Changes

- Departments benchmarked fees with Peer Cities
- Proposed fees were published and posted on City's website on March 31, 2023
- ~~Alert was sent out via Communications~~
- Comment period from April 1 – 30, 2023
- No comments were received

FY 2024 Proposed Fee Changes (cont'd)

- City Charter requires public hearing for any fee increases
- Financial Governance Policy requires all fees to be included in fee schedule, with the exception of the following rates/fee set by ordinance as approved by City Council:
 - Water & Sewer
 - Solid Waste
 - Drainage
 - Street Maintenance Fee

Follow Up from Workshop

- Where is Ordinance of Fee Schedule?
 - Ordinance adopting FY 2023 Budget OR-22-067
 - User Fees and Rates Process
 - Financial Governance Policy as adopted by City Council February 14, 2023
 - Section VIII. Revenues, B. User Fees and Rates
 - User fees reviewed annually to:
 - » Calculate full cost recovery levels
 - » Compare them to the current fee structure
 - » Recommend adjustments where necessary

Follow Up from Workshop (cont'd)

- Where is Ordinance of Fee Schedule? (cont'd)
 - User Fees and Rates Process (cont'd)
 - City Council approves the following fees:
 - » Solid Waste
 - » Street Maintenance
 - » Water and Sewer Rates
 - » Drainage Utility Rates
 - » Water & Wastewater Impact Fees
 - All other fees and rates are delegate to the City Manager

Follow Up from Workshop (cont'd)

- Where is Ordinance of Fee Schedule? (cont'd)
 - User Fees and Rates Process (cont'd)
 - City Manager shall follow these parameters:
 - » Fees and rates shall not be higher than the average benchmark fee and/or rate of Killeen's average peer review cities
 - » City Manager shall cause to be published an annual fee schedule no later than the end of March for the following fiscal year
 - New City Charter requirement for public hearing for any ordinance imposing or increasing a fine or fee

Follow Up from Workshop (cont'd)

- Has City collected the development fees in the past?
- Can we provide breakdown of staff time for Subdivision Plat Review and Inspections?

Cost Recovery Analysis of Development Inspections:

Revenues:

Subdivision Fee:	Est. # of Projects	Proposed Fee	Estimated Annual Revenue
1 to 10 acres	5	\$ 2,500.00	\$ 12,500.00
over 10 to 50 acres	2	10,000.00	20,000.00
over 50 acres and above	3	15,000.00	45,000.00
			<u>\$ 77,500.00</u>

Expenditures:

Estimated Cost of Labor:	Est. # of Inspections	Est. Hours Per Inspection	Est. # of Hours	Estimated Cost
1 to 10 acres	750	1.50	1,125.00	\$ 43,666.93
over 10 to 50 acres	625	1.50	937.50	36,389.11
over 50 acres and above	2,299	1.50	3,448.50	133,853.70
				<u>\$ 213,909.75</u>
Fuel & Vehicle Maintenance				<u>\$ 9,562.00</u>

Estimated Loss: \$ (145,971.75)

Cost Recovery Analysis of Plan Review:

Revenues:

Plan Review:	Est. # of Project Close Out	Proposed Fee	Estimated Annual Revenue
1 to 10 acres	10	\$ 1,000.00	\$ 10,000.00
over 10 to 50 acres	10	2,625.00	26,250.00
over 50 acres and above	10	3,750.00	37,500.00
			<u>\$ 73,750.00</u>

Expenditures:

Estimated Cost of Labor:	Est. # of Project Close Out	Est. Hours	Est. # of Hours Per Type	Estimated Cost
1 to 10 acres	10	52.00	520.00	\$ 25,134.67
over 10 to 50 acres	10	67.00	670.00	32,413.89
over 50 acres and above	10	97.00	970.00	46,972.34
				<u>\$ 104,520.90</u>

Estimated Loss: \$ (30,770.90)

Development Services – Fee Changes

Type	Unit	Benchmark Average	Current Fee	Proposed Fee	Change
<i>Planning Fees</i>					
Subdivision	Per request	\$410.10	\$200.00	\$250.00	\$50.00
Variance				\$300.00	\$100.00
Order of Design		\$50.00	\$0.00	\$17.50	\$17.50
Compliance				\$35.00	\$35.00

Development Services – Fee Changes (cont'd)

Type	Unit	Benchmark Average	Current Fee	Proposed Fee	Change
<i>Preliminary Plat Application</i>					
1 to 10 acres (fee plus \$25 per lot)	Per application	\$704.17	\$300.00	\$400.00 \$500.00	\$100.00 \$200.00
11 to 50 acres (fee plus \$25 per lot)	Per application	\$1,003.67	\$400.00	\$450.00 \$500.00	\$50.00 \$100.00
<i>Final Plat Application</i>					
1 to 10 acres (fee plus \$25 per lot)	Per application	\$672.11	\$300.00	\$400.00 \$500.00	\$100.00 \$200.00
11 to 50 acres (fee plus \$25 per lot)	Per application	\$944.33	\$400.00	\$450.00 \$500.00	\$50.00 \$100.00

Development Services – Fee Changes (cont'd)

Type	Unit	Benchmark Average	Current Fee	Proposed Fee	Change
<i>Building Inspection and Permit:</i>					
<i>Residential New and Additions</i>					
Single Family, Duplex, & Town House (Min. fee of \$200)	Per Sq. Ft.	\$0.21	\$0.21	\$0.21	\$0.00 (Minimum fee changed from \$100 to \$200)
<i>Residential Remodel, Repair and Improvements – Per Unit</i>					
Building	Per Unit	\$58.61	\$50.00	\$52.50 \$55.00	\$2.50 \$5.00
<i>Commercial & Multi-Family New and Additions:</i>					
Remodel, Repair and Improvements (Min. fee of \$200)	Per Sq. Ft.	\$0.28	\$0.25	\$0.265 \$0.28	\$0.015 \$0.03

Development Services – Fee Changes (cont'd)

Type	Unit	Benchmark Average	Current Fee	Proposed Fee	Change
<i>Commercial & Multi-Family New and Additions – Permits by Type:</i>					
Building	Per unit	\$91.72	\$50.00	\$70.00 \$90.00	\$20.00 \$40.00
Plan Review	Per unit	\$185.13	\$100.00	\$142.50 \$185.00	\$42.50 \$85.00
<i>Solar Panel:</i>					
Base Fee	Per application	\$95.63	\$85.00	\$90.00 \$95.00	\$5.00 \$10.00
Plan Review	Per review	\$338.32	\$100.00	\$217.50 \$335.00	\$117.50 \$235.00
<i>Windows and Doors:</i>					
Per Door/ Window	Each	\$12.58	\$3.00	\$6.50 \$10.00	\$3.50 \$7.00 ¹⁵⁰

Development Services – Fee Changes (cont'd)

Type	Unit	Benchmark Average	Current Fee	Proposed Fee	Change
<i>Miscellaneous Fees:</i>					
After Hours Inspection – Addt'l per hour/ fraction of hour after 2 hours	Per hour/ fraction of hour	\$148.20	\$100.00	\$122.50 \$145.00	\$22.50 \$45.00
Car Wash Permit	Per permit	\$57.50	\$35.00	\$42.50 \$50.00	\$7.50 \$15.00
Donation Container Permit	Per permit	\$25.00	\$10.00	\$17.50 \$25.00	\$7.50 \$15.00

Development Services – Fee Changes (cont'd)

Type	Unit	Benchmark Average	Current Fee	Proposed Fee	Change
<i>Miscellaneous Fees (cont'd):</i>					
Demolition (Residential)	Per structure	\$73.11	\$50.00	\$60.00 \$70.00	\$10.00 \$20.00
Food dealer's permit	Per permit	\$128.88	\$100.00	\$112.50 \$125.00	\$12.50 \$25.00
Landscape permit / one & two-family lots	Per permit	\$123.50	\$35.00	\$77.50 \$120.00	\$42.50 \$85.00
Landscape permit / commercial & multi- family lots	Per permit	\$222.00	\$50.00	\$135.00 \$220.00	\$85.00 \$170.00

Development Services – Fee Changes (cont'd)

Type	Unit	Benchmark Average	Current Fee	Proposed Fee	Change
<i>Miscellaneous Fees (cont'd):</i>					
Lawn Irrigation	Per permit	\$77.96	\$70.00	\$72.50	\$2.50
				\$75.00	\$5.00
Tent Permit	Per permit	\$59.38	\$50.00	\$52.50	\$2.50
				\$55.00	\$5.00
<i>Certificates of Occupancy</i>					
Partial/Temporary (First 30 Days)	Each	\$102.50	\$90.00	\$95.00	\$5.00
				\$100.00	\$10.00
Second Extension of 30 Days	Each	\$202.86	\$180.00	\$190.00	\$10.00
				\$200.00	\$20.00

Development Services – Fee Changes (cont'd)

Type	Unit	Benchmark Average	Current Fee	Proposed Fee	Change
<i>On-Premise Signs</i>					
Portable Signs	Annual	\$56.21	\$50.00	\$52.50	\$2.50
				\$55.00	\$5.00
Temporary On-Premise Sign	5 days	\$55.25	\$50.00	\$52.50	\$2.50
				\$55.00	\$5.00
<i>Engineering:</i>					
Subdivision Construction Plan Review					
1 to 10 acres	Per acre permit	\$1,774.44	\$500.00	\$1,000.00	\$500.00
				\$1,500.00	\$1,000.00
10 to 50 acres	Per acre permit	\$4,604.85	\$750.00	\$2,625.00	\$1,875.00
				\$4,500.00	\$3,750.00
50 acres and above	Per acre permit	\$6,866.31	\$1,000.00	\$3,750.00	\$2,750.00
				\$6,500.00	\$5,500.00

Development Services – Fee Changes (cont'd)

Type	Unit	Benchmark Average	Current Fee	Proposed Fee	Change
<i>Engineering (cont'd):</i>					
Final Conformance Inspection of Public Infrastructure					
Subdivision Insp. – over 10 to 50 acres	Per acre permit	\$15,056.58	\$5,000.00	\$15,000.00 \$10,000.00	\$5,000.00 \$10,000.00
Subdivision Insp. over 50 acres and above	Per acre permit	\$20,061.11	\$10,000.00	\$20,000.00 \$15,000.00	\$5,000.00 \$10,000.00
Right of Way Permit	Per acre permit	\$85.00	\$70.00	\$85.00 \$77.50	\$15.00 \$7.50

Aviation– Fee CORRECTION

Type	Unit	Benchmark Average	Current Fee	Proposed Fee	Change
<i>Replace for lost/stolen; Reinstatement for suspended or revoked</i>					
1st Occurrence					
ID Cards	Each	\$68.75	\$50.00 \$35.00	\$50.00	\$0.00 \$15.00
Security Identification Display Area (SIDA)	Each	\$83.33	\$75.00 \$35.00	\$75.00	\$0.00 \$25.00
2nd Occurrence					
ID Cards	Each	\$83.33	\$75.00 \$30.00	\$75.00 \$50.00	\$0.00 \$20.00
Security Identification Display Area (SIDA)	Each	\$100.00	\$100.00 \$75.00	\$100.00	\$0.00 \$25.00

Aviation– Fee CORRECTION (cont'd)

Type	Unit	Benchmark Average	Current Fee	Proposed Fee	Change
<i>Replace for lost/stolen; Reinstatement for suspended or revoked</i>					
<i>3rd Occurrence (will not be replaced resulting in violating security policies)</i>					
Replacement due to theft (police report required)	Each	\$100.00	\$100.00	\$100.00	\$0.00
<i>4th Occurrence (will not be replaced resulting in violating security policies)</i>					
Replacement due to theft (police report required)	Each	\$100.00	\$100.00 \$30.00	\$100.00	\$0.00 \$70.00

Original Presentation

- Rate increases as originally proposed
- Development Services rates prior to proposed changes and necessary corrections

Animal Services – Fee Changes

Type	Unit	Benchmark Average	Current Fee	Proposed Fee	Change
Cremation	0 – 30 lbs	\$42.50	\$30.00	\$40.00	\$10.00
Intake Vaccinations	Per animal	\$16.73	\$10.00	\$15.00	\$5.00
Owner Surrender (Sterilized)	Per surrender	\$35.42	\$25.00	\$35.00	\$10.00
Owner Requested Euthanasia (New fee)	Per animal	\$31.46	\$0.00	\$30.00	\$30.00

Animal Services – Fee Changes

Type	Unit	Benchmark Average	Current Fee	Proposed Fee	Change
Quarantine Boarding	Per day	\$35.75	\$20.00	\$35.00	\$15.00
Redemption (1 st occurrence)	Per redemption	\$30.45	\$20.00	\$30.00	\$10.00

Aviation– Fee Changes

Type	Unit	Benchmark Average	Current Fee	Proposed Fee	Change
<i>Badge Issuance</i>					
Proximity Card (initial issue)	Each	\$23.75	\$13.75	\$20.00	\$6.25
<i>Damaged or lost badge</i>					
1 st Occurrence	Each	\$55.00	\$15.00	\$45.00	\$30.00
2 nd Occurrence	Each	\$70.00	\$15.00	\$60.00	\$45.00
3 rd Occurrence	Each	\$82.50	\$17.50	\$75.00	\$57.50
<i>Badge 1st Issuance (includes initial fingerprinting)</i>					
ID Cards	Each	\$48.00	\$20.00	\$40.00	\$20.00

Aviation– Fee Changes (cont'd)

Type	Unit	Benchmark Average	Current Fee	Proposed Fee	Change
<i>Badge renewal within 30 days of expiration</i>					
ID Cards	Each	\$24.00	\$18.00	\$20.00	\$2.00
<i>Damaged or destroyed badge (one free card replacement allowed per card issuance)</i>					
ID Cards	Each	\$100.00	\$12.00	\$25.00	\$13.00
Security Identification Display Area (SIDA)	Each	\$50.00	\$30.00	\$40.00	\$10.00

Aviation– Fee Changes (cont'd)

Type	Unit	Benchmark Average	Current Fee	Proposed Fee	Change
<i>Replace for lost/stolen; Reinstatement for suspended or revoked</i>					
<i>1st Occurrence</i>					
ID Cards	Each	\$68.75	\$35.00	\$50.00	\$15.00
Security Identification Display Area (SIDA)	Each	\$83.33	\$50.00	\$75.00	\$25.00
<i>2nd Occurrence</i>					
ID Cards	Each	\$83.33	\$30.00	\$50.00	\$20.00
Security Identification Display Area (SIDA)	Each	\$100.00	\$75.00	\$100.00	\$25.00

Aviation– Fee Changes (cont'd)

Type	Unit	Benchmark Average	Current Fee	Proposed Fee	Change
<i>Replace for lost/stolen; Reinstatement for suspended or revoked</i>					
<i>4th Occurrence (will not be replaced resulting in violating security policies)</i>					
Replacement due to theft (police report required)	Each	\$100.00	\$30.00	\$100.00	\$70.00

Aviation– Fee Changes (cont'd)

Type	Unit	Benchmark Average	Current Fee	Proposed Fee	Change
<i>Fuel Price List</i>					
<i>After Hours Call Out</i>					
With 50 – 99 gal full-service fuel purchase	Each	\$75.00	\$50.00	\$75.00	\$25.00
With 100 gal or more full-service fuel purchase	Each	\$75.00	\$35.00	\$75.00	\$40.00
With less than 50 gal fuel purchase	Each	\$100.00	\$70.00	\$100.00	\$30.00

Aviation– Fee Changes (cont'd)

Type	Unit	Benchmark Average	Current Fee	Proposed Fee	Change
<i>Ramp Support Operations (KFHRA)</i>					
Air stairs	Per Event	\$100.00	\$50.00	\$100.00	\$50.00
<i>Overnight Aircraft Parking (KFHRA)</i>					
Narrow body aircraft	Per night	\$0	\$0	\$250.00	\$250.00
Regional Aircraft	Per night	\$0	\$0	\$125.00	\$125.00
Wide body aircraft	Per night	\$0	\$0	\$500.00	\$500.00

Aviation– Fee Changes (cont'd)

Type	Unit	Benchmark Average	Current Fee	Proposed Fee	Change
<i>Long Term Parking (KFHRA)</i>					
Each addt'l 30 mins (max. \$9.00 per 24-hr period/ \$54.00 7-day period)	Each	\$6.00	\$8.00	\$9.00	\$1.00
<i>Short Term Parking (KFHRA)</i>					
Each addt'l 30 mins (max. \$12.00 per 24-hr period/ \$84.00 7-day period)	Each	\$18.00	\$10.00	\$12.00	\$2.00

Short Term Parking

- Currently all Disabled Veteran's plates are exempt from paying parking in Short-Term and Long-Term Parking
- Recommendation is to remove free parking exemption for Disabled Veteran's plate that do not display the handicap symbol in Short-Term Parking Only
- Free parking exemption would remain for Long-Term Parking
- Effective October 1st

Development Services – Fee Changes

Type	Unit	Benchmark Average	Current Fee	Proposed Fee	Change
<i>Planning Fees</i>					
Subdivision Variance	Per request	\$410.10	\$200.00	\$300.00	\$100.00
Order of Design Compliance		\$50.00	\$0.00	\$35.00	\$35.00

Development Services – Fee Changes (cont'd)

Type	Unit	Benchmark Average	Current Fee	Proposed Fee	Change
<i>Preliminary Plat Application</i>					
1 to 10 acres (fee plus \$25 per lot)	Per application	\$704.17	\$300.00	\$500.00	\$200.00
11 to 50 acres (fee plus \$25 per lot)	Per application	\$1,003.67	\$400.00	\$500.00	\$100.00
<i>Final Plat Application</i>					
1 to 10 acres (fee plus \$25 per lot)	Per application	\$672.11	\$300.00	\$500.00	\$200.00
11 to 50 acres (fee plus \$25 per lot)	Per application	\$944.33	\$400.00	\$500.00	\$100.00

Development Services – Fee Changes (cont'd)

Type	Unit	Benchmark Average	Current Fee	Proposed Fee	Change
<i>Building Inspection and Permit:</i>					
<i>Residential Remodel, Repair and Improvements – Per Unit</i>					
Building	Per Unit	\$58.61	\$50.00	\$55.00	\$5.00
<i>Commercial & Multi-Family New and Additions:</i>					
Remodel, Repair and Improvements (Min. fee of \$200)	Per Sq. Ft.	\$0.28	\$0.25	\$0.28	\$0.03

Development Services – Fee Changes (cont'd)

Type	Unit	Benchmark Average	Current Fee	Proposed Fee	Change
<i>Commercial & Multi-Family New and Additions – Permits by Type:</i>					
Building	Per unit	\$91.72	\$50.00	\$90.00	\$40.00
Plan Review	Per unit	\$185.13	\$100.00	\$185.00	\$85.00
<i>Solar Panel:</i>					
Base Fee	Per application	\$95.63	\$85.00	\$95.00	\$10.00
Plan Review	Per review	\$338.32	\$100.00	\$335.00	\$235.00
<i>Windows and Doors:</i>					
Per Door/ Window	Each	\$12.58	\$3.00	\$10.00	\$7.00

Development Services – Fee Changes (cont'd)

Type	Unit	Benchmark Average	Current Fee	Proposed Fee	Change
<i>Miscellaneous Fees:</i>					
After Hours Inspection – Addt'l per hour/ fraction of hour after 2 hours	Per hour/ fraction of hour	\$148.20	\$100.00	\$145.00	\$45.00
Car Wash Permit	Per permit	\$57.50	\$35.00	\$50.00	\$15.00
Donation Container Permit	Per permit	\$25.00	\$10.00	\$25.00	\$15.00

Development Services – Fee Changes (cont'd)

Type	Unit	Benchmark Average	Current Fee	Proposed Fee	Change
<i>Miscellaneous Fees (cont'd):</i>					
Demolition (Residential)	Per structure	\$73.11	\$50.00	\$70.00	\$20.00
Food dealer's permit	Per permit	\$128.88	\$100.00	\$125.00	\$25.00
Landscape permit / one & two-family lots	Per permit	\$123.50	\$35.00	\$120.00	\$85.00
Landscape permit / commercial & multi- family lots	Per permit	\$222.00	\$50.00	\$220.00	\$170.00

Development Services – Fee Changes (cont'd)

Type	Unit	Benchmark Average	Current Fee	Proposed Fee	Change
<i>Miscellaneous Fees (cont'd):</i>					
Lawn Irrigation	Per permit	\$77.96	\$70.00	\$75.00	\$5.00
Tent Permit	Per permit	\$59.38	\$50.00	\$55.00	\$5.00
<i>Certificates of Occupancy</i>					
Partial/Temporary (First 30 Days)	Each	\$102.50	\$90.00	\$100.00	\$10.00
Second Extension of 30 Days	Each	\$202.86	\$180.00	\$200.00	\$20.00

Development Services – Fee Changes (cont'd)

Type	Unit	Benchmark Average	Current Fee	Proposed Fee	Change
<i>On-Premise Signs</i>					
Portable Signs	Annual	\$56.21	\$50.00	\$55.00	\$5.00
Temporary On-Premise Sign	5 days	\$55.25	\$50.00	\$55.00	\$5.00
<i>Engineering:</i>					
Subdivision Construction Plan Review					
1 to 10 acres	Per acre	\$1,774.44	\$500.00	\$1,500.00	\$1,000.00
10 to 50 acres	Per acre	\$4,604.85	\$750.00	\$4,500.00	\$3,750.00
50 acres and above	Per acre	\$6,866.31	\$1,000.00	\$6,500.00	\$5,500.00

Development Services – Fee Changes (cont'd)

Type	Unit	Benchmark Average	Current Fee	Proposed Fee	Change
<i>Engineering (cont'd):</i>					
Final Conformance Inspection of Public Infrastructure					
Subdivision Insp. – over 10 to 50 acres	Per Inspection	\$15,056.58	\$5,000.00	\$15,000.00	\$10,000.00
Subdivision Insp. over 50 acres and above	Per Inspection	\$20,061.11	\$10,000.00	\$20,000.00	\$10,000.00
Right of Way Permit	Per Permit	\$85.00	\$70.00	\$85.00	\$15.00

Fire Department – Fee Changes

Type	Unit	Benchmark Average	Current Fee	Proposed Fee	Change
<i>Ambulance Fees (Based on a One-way Trip)</i>					
Base Advanced Life Support 1 Inside City Limits	Per service	\$771.25	\$700.00	\$800.00	\$100.00
Base Advanced Life Support 2 Inside City Limits	Per service	\$860.42	\$775.00	\$925.00	\$150.00
Base Basic Life Support Inside City	Per service	\$680.17	\$650.00	\$700.00	\$50.00
Mileage	Miles	\$14.42	\$13.00	\$15.00	\$2.00

Fire Department – Fee Changes

Type	Unit	Benchmark Average	Current Fee	Proposed Fee	Change
<i>Adult Fire Academy</i>					
CPR Course	Per course	\$0	\$50.00	\$80.00	\$30.00
EMT-B Tuition	Per course	\$0	\$550.00	\$750.00	\$200.00
Fire Academy Tuition	Per course	\$3,000.00	\$2,500.00	\$3,500.00	\$1,000.00
Permits					
Fire Alarm System (1 st 30 mins)	Per test	\$92.78	\$75.00	\$90.00	\$15.00
Fixed Fire Suppression (Ansul, etc.)	Per test	\$78.33	\$60.00	\$75.00	\$15.00

Killeen Arts & Activities Center – Fee Changes

Type	Unit	Benchmark Average	Current Fee	Proposed Fee	Change
Podium w/ Sound/ Microphone	Per day	\$43.25	\$20.00	\$40.00	\$20.00
Portable Smart TV	Per day	\$0	\$42.50	\$150.00	\$107.50
Spotlight (for Performing Arts Center use only)	Per day	\$40.00	\$20.00	\$40.00	\$20.00
Room Reset Fee	Each	\$250.00	\$50.00	\$200.00	\$150.00
360 Photo Booth Package (New fee)	Per occurrence			\$300.00	\$300.00

Killeen Arts & Activities Center – Fee Changes (cont'd)

Type	Unit	Benchmark Average	Current Fee	Proposed Fee	Change
Backdrop Poles Only (New fee)	Per occurrence			\$15.00	\$15.00
Banquet Chair Covers – Customers Setup (New fee)	Per occurrence			\$1.00	\$1.00
Flowers for Backdrops (New fee)	Per occurrence			\$20.00	\$20.00
Strobe Lights (New fee)	Per occurrence	\$25.00		\$25.00	\$25.00
Custom Gob- (Projected Image)	Per occurrence			\$200.00	\$200.00

Killeen Arts & Activities Center – Fee Changes (cont'd)

Type	Unit	Benchmark Average	Current Fee	Proposed Fee	Change
<i>Sales</i>					
Food Vendor & Food Truck (New fee)	Per day			\$50.00	\$50.00

Killeen Arts & Activities Center – Fee Changes (cont'd)

Type	Unit	Benchmark Average	Current Fee	Proposed Fee	Change
<i>Room Rentals</i>					
Performing Arts Auditorium	Per day	\$1,241.73	\$700.00	\$800.00	\$100.00
Meeting Room (B102)	Per day	\$382.50	\$250.00	\$300.00	\$50.00
Courtyard	Per day	\$200.00	\$75.00	\$100.00	\$25.00
Large Banquet Hall (G108)	Per day	\$922.06	\$500.00	\$600.00	\$100.00
Commercial Kitchen	Per day	\$295.00	\$200.00	\$250.00	\$50.00

Killeen Convention & Civic Center – Fee Changes

Type	Unit	Benchmark Average	Current Fee	Proposed Fee	Change
<i>Equipment Rental</i>					
Decorating Package 2	Each	\$0	\$140.00	\$145.00	\$5.00
Decorating Package 3	Each	\$610.00	\$180.00	\$220.00	\$40.00
Decorating Package 4	Each	\$710.00	\$220.00	\$280.00	\$60.00
RV Space Rental	Per day	\$31.25	\$20.00	\$30.00	\$10.00
Portable Smart TV	Per day	\$66.88	\$30.00	\$150.00	\$107.50
Custom Gobo- Projected Image (New fee)	Per occurrence			\$200.00	\$200.00

Killeen Convention & Civic Center – Fee Changes

Type	Unit	Benchmark Average	Current Fee	Proposed Fee	Change
<i>Facility Rental</i>					
Foyer – East (New fee)	Per occurrence	\$345.63		\$300.00	\$300.00
Field (New fee)	Per occurrence	\$250.00		\$250.00	\$250.00

Killeen Convention & Civic Center – Fee Changes (cont'd)

Type	Unit	Benchmark Average	Current Fee	Proposed Fee	Change
<i>Room Rentals – Military & Non-Profit Rates</i> <i>(other restrictions & exclusions may apply)</i>					
Ballroom A	Per day	\$727.92	\$385.00	\$450.00	\$65.00
Ballroom A & B	Per day	\$1,197.56	\$715.00	\$810.00	\$95.00
Ballroom A, B, C	Per day	\$2,875.00	\$1,815.00	\$2,025.00	\$210.00
Ballroom B	Per day	\$727.92	\$385.00	\$450.00	\$65.00
Ballroom C	Per day	\$1,594.29	\$1,100.00	\$1,350.00	\$250.00
Special Events Center	Per day	\$1,621.25	\$1,045.00	\$1,125.00	\$80.00

Killeen Convention & Civic Center – Fee Changes (cont'd)

Type	Unit	Benchmark Average	Current Fee	Proposed Fee	Change
<i>Room Rentals – Standard Rates</i>					
Ballroom A	Per day	\$863.89	\$440.00	\$500.00	\$60.00
Ballroom A & B	Per day	\$1,236.44	\$797.50	\$900.00	\$102.50
Ballroom A, B, C	Per day	\$2,875.00	\$2,035.00	\$2,250.00	\$215.00
Ballroom B	Per day	\$863.89	\$440.00	\$500.00	\$60.00
Ballroom C	Per day	\$1,688.57	\$1,232.00	\$1,500.00	\$268.00
Board room	Per day	\$360.00	\$110.00	\$150.00	\$40.00
Board room (Mon – Thurs 8 to Noon or 12 pm–4pm)	Per day	\$122.50	\$55.00	\$75.00	\$20.00

Killeen Convention & Civic Center – Fee Changes (cont'd)

Type	Unit	Benchmark Average	Current Fee	Proposed Fee	Change
<i>Room Rentals – Standard Rates</i>					
Meeting Rooms Combined	Per day	\$417.19	\$231.00	\$300.00	\$69.00
Meeting Rooms Combined – Partial Day	Per ½ day	\$214.17	\$115.00	\$150.00	\$35.00
Meeting Rooms Separate	Per day	\$415.71	\$132.00	\$200.00	\$68.00
Meeting Rooms Separate – Partial Day	Per ½ day	\$186.25	\$65.00	\$100.00	\$35.00
Special Events Center	Per day	\$1,753.33	\$1,155.00	\$1,250.00	\$95.00

Killeen Convention & Civic Center – Fee Changes (cont'd)

Type	Unit	Benchmark Average	Current Fee	Proposed Fee	Change
Sales					
Advertising in KCCC Main Hall (New fee)				\$100.00	\$100.00
Retail Sales New fee)				Cost + up to 25%	Cost + up to 25%
Event Ticket Sales (New fee)				Cost + up to 25%	Cost + up to 25%
Food Vendor & Food Truck (New fee)	Per day			\$50.00	\$50.00

Legal – Fee Changes

Type	Unit	Benchmark Average	Current Fee	Proposed Fee	Change
<i>Taxi/Ground Transportation Fees</i>					
Annual Vehicle Permit – Airport	Per vehicle	\$50.50	\$40.00	\$50.00	\$10.00
Annual Vehicle Permit	Per vehicle	\$164.09	\$50.00	\$125.00	\$75.00

Police – Fee Changes

Type	Unit	Benchmark Average	Current Fee	Proposed Fee	Change
Certified Police Copies	Per page	\$3.02	\$2.70	\$3.00	\$0.30

Public Works Solid Waste – Fee Changes

Type	Unit	Benchmark Average	Current Fee	Proposed Fee	Change
Dumpster Cleaning & Painting after Fire	Per container	\$451.08	\$400.00	\$451.08	\$51.08
Blocked Container – return trip on same day	Per trip	\$75.00	\$2.32/min	\$75.00	\$72.68
Missed service; return trip on scheduled collection day	Per trip	\$10.78	\$10.00	\$30.00	\$20.00
Overloaded Container	Per container	\$7.70	\$7.25	\$7.70	\$0.45

Public Works Solid Waste – Fee Changes (cont'd)

Type	Unit	Benchmark Average	Current Fee	Proposed Fee	Change
Automated container reloaded for excess garbage in plastic bag not to exceed 2 reloads	Per reload	\$7.70	\$7.50	\$7.70	\$0.20
Replacement of container lids, wheels, and other hardware due to customer neglect	Service fee	\$50.35	\$20.00	\$75.00	\$55.00

Public Works Solid Waste – Fee Changes (cont'd)

Type	Unit	Benchmark Average	Current Fee	Proposed Fee	Change
Non-Residents Disposal Fee	Per ton	\$26.98	\$92.40	\$98.56	\$6.16
(Minimum of \$4.928 per 100 lbs)					

Public Works Water & Sewer – Fee Changes

Type	Unit	Benchmark Average	Current Fee	Proposed Fee	Change
Move a fire hydrant (construction meter)	Per hydrant	\$50.00	\$35.00	\$50.00	\$15.00
<i>Water Meters (Base charge if builder installs tap)</i>					
1"	Per meter	\$482.50	\$350.00	\$440.00	\$90.00
1-1/2"	Per meter	\$696.25	\$550.00	\$650.00	\$100.00
3/4"	Per meter	\$335.83	\$300.00	\$380.00	\$80.00
<i>Water Meters (Tap charge included when city installs water service line, meter, and box in established subdiv.)</i>					
1" – Short Service	Per meter	\$847.88	\$850.00	\$950.00	\$100.00
3/4" – Short Service	Per meter	\$705.80	\$800.00	\$880.00	\$80.00

Public Works Water & Sewer – Fee Changes (cont'd)

Type	Unit	Benchmark Average	Current Fee	Proposed Fee	Change
<i>Water Meters</i> (Tap charge included when city installs water service line, meter, and box in established subdiv.)					
1" - Long Service	Per meter	\$2,475.00	\$1,150.00	\$1,500.00	\$350.00
1-1/2" – Long Service	Per meter	\$3,070.00	\$1,500.00	\$1,700.00	\$200.00
3/4" – Long Service	Per meter	\$2,445.00	\$1,000.00	\$1,200.00	\$200.00
<i>Sewer Tap Fee</i>					
Sewer Tap Fee	All	\$1,231.25	\$350.00	\$500.00	\$150.00

Utility Collections – Fee Changes

Type	Unit	Benchmark Average	Current Fee	Proposed Fee	Change
Reconnection Fee (New fee)	Each	\$25.17	\$0.00	\$25.00	\$25.00

Recreation – Fee Changes

Type	Unit	Benchmark Average	Current Fee	Proposed Fee	Change
<i>Aquatics</i>					
FAC Daily Adult	Daily	\$13.62	\$8.00	\$10.00	\$2.00
FAC Daily Senior	Daily	\$12.18	\$5.00	\$8.00	\$3.00
FAC Daily Youth (ages 4 – 16)	Daily	\$11.41	\$7.00	\$9.00	\$2.00
FAC Entire Park	Every 2 hours	\$1,574.58	\$650.00	\$1,000.00	\$350.00
FAC Season Pass Family (2 adults, 2 children)	Each	\$335.12	\$175.00	\$200.00	\$25.00
Each Addt'l Family Member	Each	\$78.00	\$20.00	\$50.00	\$30.00

Recreation – Fee Changes (cont'd)

Type	Unit	Benchmark Average	Current Fee	Proposed Fee	Change
<i>Aquatics</i>					
FAC Party Pavilion Rental	Per reservation	\$291.67	\$200.00	\$250.00	\$50.00
Family Aquatic Center Addt'l Hour (1 – 300)	Per reservation	\$1,003.13	\$300.00	\$500.00	\$200.00
Family Aquatic Center Addt'l Hour (301 – 600)	Per reservation	\$1,003.13	\$600.00	\$1,000.00	\$400.00

Recreation – Fee Changes (cont'd)

Type	Unit	Benchmark Average	Current Fee	Proposed Fee	Change
<i>Aquatics</i>					
Longbranch Family Annual Pool Pass (up to six family members)	Per family per year	\$141.32	\$120.00	\$120.00	\$0.00
Longbranch Annual Pool Pass Addt'l Family Member (above six)	Each per year	\$35.42	\$10.00	\$20.00	\$10.00
Life Jacket Rental	Each	\$4.00	\$3.00	\$4.00	\$1.00

Recreation – Fee Changes (cont'd)

Type	Unit	Benchmark Average	Current Fee	Proposed Fee	Change
<i>Athletics</i>					
Davis Baseball Field – Non- Competition	Per field	\$35.00	\$31.25	\$35.00	\$3.75
Killeen Athletic Softball Complex – Non-Competition	Per field	\$52.97	\$31.25	\$40.00	\$8.75
Conder Park Field – Non-Competition	Per field	\$38.28	\$31.25	\$35.00	\$3.75

Recreation – Fee Changes (cont'd)

Type	Unit	Benchmark Average	Current Fee	Proposed Fee	Change
<i>Athletics</i>					
Basketball Replacement Fee (New fee)		\$55.00		\$50.00	\$50.00
Duck Relay Fee (New fee)				\$5.00	\$5.00
10K Registration (New fee)		\$30.00		\$30.00	\$30.00
10K Day of Event Registration (New fee)		\$35.00		\$35.00	\$35.00

Recreation – Fee Changes (cont'd)

Type	Unit	Benchmark Average	Current Fee	Proposed Fee	Change
<i>Killeen Community Center</i>					
Dining Space	Every 2 hours	\$150.18	\$145.00	\$150.00	\$5.00
Meeting Room 1	Every 2 hours	\$190.02	\$65.00	\$100.00	\$35.00
Meeting Room 2	Every 2 hours	\$124.02	\$65.00	\$100.00	\$35.00
Kitchen	Every 2 hours	\$32.92	\$25.00	\$30.00	\$5.00
Audio Visual Rental	Per room	\$100.00	\$50.00	\$75.00	\$25.00

Recreation – Fee Changes (cont'd)

Type	Unit	Benchmark Average	Current Fee	Proposed Fee	Change
<i>Lions Club Recreation & Senior Center</i>					
Ballroom	Every 2 hours	\$145.00	\$100.00	\$125.00	\$25.00
Senior Center Facility Reservation Deposit (New fee)		\$203.13		\$200.00	\$200.00

Short Term Rentals

- Staff proposes waiving registration fee for the month of October 2023
- Encourage owners to comply with new ordinance
- Facilitate inspections of properties to meet required standards
- Hotel Occupancy Tax Fund will pay for inspections for the waived fees during the month of October
- A motion of direction is needed to add the estimated \$30,000 to the Hotel Occupancy Tax Fund in the FY 2024 Proposed Budget to pay for the inspections



City of Killeen

Staff Report

File Number: OR-23-013

1	City Council Workshop	08/01/2023	Reviewed and Referred	City Council	08/08/2023
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Consider an ordinance amending the Code of Ordinances Chapter 24, Solid Waste, to amend commercial solid waste rates.

DATE: August 1, 2023

TO: Kent Cagle, City Manager

FROM: Jeffery Reynolds, Executive Director of Public Works

SUBJECT: Ordinance Amending Solid Waste Commercial Rates

BACKGROUND AND FINDINGS:

On July 17, 2021, City Council received the results of the solid waste rate study. The study found that the City’s commercial revenues were insufficient to fully fund the projected expenses over the next three years. It also found that residential revenues could sufficiently fund the projected expenses over the next three years.

On September 14, 2021, Council approved a commercial rate increase of eight percent (8%) to offset the projected shortfall in the Solid Waste Fund. The first year of the recommended increase was approved in FY 2022, the second year was approved in FY 2023, and the final increase is reflected in the FY 2024 Proposed Budget. The most common commercial service is a two-yard container serviced once a week. The current cost of this service is \$91.82. The proposed cost of service is \$99.17.

The rate adjustment will assist in refuse truck replacement and meeting rising costs associated with the transport of disposal of solid waste. The increase is estimated to generate an additional \$581,067 in annual revenue.

THE ALTERNATIVES CONSIDERED:

- (1) Do not amend solid waste commercial rates and continue using current rates.
- (2) Amend solid waste commercial rates.

Which alternative is recommended? Why?

Alternative two (2) is recommended as it provides the needed revenue to meet the needs of the

Solid Waste Fund.

CONFORMITY TO CITY POLICY:

The proposed ordinance conforms to applicable City policy, to include holding a public hearing as required by the City Charter, Article III, Section 38 for an ordinance increasing a fee.

FINANCIAL IMPACT:

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

The financial impact is an additional \$581,067 in revenue from the third year of the commercial rate increases. The additional revenue was included in the FY 2024 Proposed Budget.

Is this a one-time or recurring expenditure?

N/A

Is this expenditure budgeted?

N/A

If not, where will the money come from?

N/A

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

N/A

RECOMMENDATION:

City Council approve the ordinance amending Chapter 24, Solid Waste, of the Code of Ordinances, to amend commercial solid waste rates.

DEPARTMENTAL CLEARANCES:

Public Works
Finance
Legal

ATTACHED SUPPORTING DOCUMENTS:

Ordinance

ORDINANCE NO. 23-_____

AN ORDINANCE AMENDING CHAPTER 24, SOLID WASTE, OF THE CODE OF ORDINANCES OF THE CITY OF KILLEEN, TEXAS, BY AMENDING SOLID WASTE RATES; PROVIDING FOR THE REPEAL OF CONFLICTING PROVISIONS; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, the City of Killeen, Texas is a home-rule city acting under its charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code; and,

WHEREAS, the City Council of the City of Killeen deems the continued operation and functionality of the City’s solid waste management infrastructure to be of vital importance to the protection of the public health, safety, and welfare of its citizens; and

WHEREAS, a solid waste rate study has determined that in order to provide continued solid waste service, it is necessary and in the best interest of the public health and safety to amend solid waste rates;

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

SECTION I. That Chapter 24, Division 6, of the City of Killeen Code of Ordinances is hereby amended to read as follows:

Sec. 24-116. Commercial rates.

- (a) Once per week collection using a ninety-six-gallon container: twenty-six dollars and eighty-three cents (\$26.83) per month.
- (b) Dumpster container rates are based on size of container and frequency of weekly collection.
 - (1) Monthly fees:

Dumpster Size	Collections Per Week						
	1	2	3	4	5	6	7
2 cu yd	\$99.17	\$151.23	\$211.52	\$271.79	\$333.73	\$392.35	\$452.62
3 cu yd	\$121.02	\$187.75	\$264.39	\$341.09	\$417.78	\$494.43	\$571.15

4 cu yd	\$141.56	\$239.49	\$316.05	\$409.11	\$502.25	\$595.35	\$688.44
6 cu yd	\$186.15	\$295.93	\$421.84	\$547.73	\$673.64	\$799.55	\$925.44
8 cu yd	\$229.08	\$368.71	\$527.57	\$686.32	\$845.02	\$1,003.78	\$1,162.49

(c) Fees for collection from privately owned, small compactors are based on size of compactor and frequency of weekly collection:

Compactor Size	Collections Per Week						
	1	2	3	4	5	6	7
4 cu yd	\$187.74	\$368.58	\$549.42	\$730.21	\$911.10	\$1,091.94	\$1,272.79
6 cu yd	\$251.89	\$497.77	\$740.98	\$985.54	\$1,230.08	\$1,474.62	\$1,719.15
8 cu yd	\$316.08	\$624.23	\$932.13	\$1,241.06	\$1,549.38	\$1,857.70	\$2,166.02

(d) Fees for roll-off container service:

(1)

Size of Container	Rental Fee(a)	Service
20 yd open top	\$168.23	\$172.21+weight ^b
30 yd open top	\$198.72	\$172.21+weight ^b
40 yd open top	\$227.88	\$172.21+weight ^b
20 yd compactor	Must own	\$172.21+weight ^b
30 yd compactor	Must own	\$172.21+weight ^b
42 yd compactor	Must own	\$172.21+weight ^b
(a) minimum fee: one month rental for first month; prorated for subsequent months		
^b weight fee is \$77.65 per ton		

(2) Prepaid deposit based on number of services per month:

Size of Roll Off	Number of Services Per Month							
	1	2	3	4	5	6	7	8
20 yd open top	\$541.83	\$944.33	\$1,346.84	\$1,749.33	\$2,151.85	\$2,554.35	\$2,956.85	\$3,359.35
30 yd open top	\$657.94	\$1,139.40	\$1,622.40	\$2,105.40	\$2,588.39	\$3,071.40	\$3,497.13	\$3,978.58
40 yd open top	\$758.56	\$1,323.62	\$1,888.66	\$2,449.06	\$2,908.99	\$3,573.00	\$4,138.03	\$4,703.09

SECTION III. That should any section or part of any section, paragraph or clause of this ordinance be declared invalid or unconstitutional for any reason, it shall not invalidate or

impair the validity, force or effect of any other section or sections or part of a section or paragraph of this ordinance.

SECTION IV. That the Code of Ordinances of the City of Killeen, Texas, as amended, shall remain in full force and effect, save and except as amended by this ordinance.

SECTION V. That this ordinance shall be effective on October 1, 2023.

PASSED AND APPROVED at a regular meeting of the City Council of the City of Killeen, Texas, this _____ day of _____, 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 Calcote, CITY SECRETARY

Holli C. Clements, CITY ATTORNEY



ORDINANCE AMENDMENT FOR SOLID WASTE COMMERCIAL RATES

OR-23-013

August 1, 2023

211

Background

2

- July 17, 2021, City Council received the results of the Solid Waste Rate Study
 - Study indicated that Commercial revenues are not sufficient to fully fund projected expenses; recommends an annual eight percent (8%) rate increase for three (3) years (FY 2022 to FY 2024)
 - FY 2024 Budget includes 8% increase
 - Residential revenues are sufficient

Commercial Rates

3

Commercial Rates:

	Current Rate	Recommended Rate	Change Amount	Percentage
2 cubic yards Dumpster				
1 Collection per week	\$ 91.82	\$ 99.17	\$ 7.35	8%
3 cubic yards Dumpster				
1 Collection per week	\$ 112.06	\$ 121.02	\$ 8.96	8%
4 cubic yards Dumpster				
1 Collection per week	\$ 131.07	\$ 141.56	\$ 10.49	8%
6 cubic yards Dumpster				
1 Collection per week	\$ 172.36	\$ 186.15	\$ 13.79	8%
8 cubic yards Dumpster				
1 Collection per week	\$ 212.11	\$ 229.08	\$ 16.97	8%

Alternatives

4

- Do not amend solid waste commercial rates and continue using current rates
- Amend solid waste commercial rates

Recommendation

5

- City Council approve the ordinance amending Chapter 24, Solid Waste, of the Code of Ordinances, to amend solid waste commercial rates



City of Killeen

Staff Report

File Number: OR-23-014

1	City Council Workshop	08/01/2023	Reviewed and Referred	City Council	08/08/2023
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Consider an ordinance amending the Code of Ordinances Chapter 30, Water, Sewers, and Sewage Disposal, to amend water and sewer rates and other changes as presented.

DATE: August 1, 2023

TO: Kent Cagle, City Manager

FROM: Jeffery Reynolds, Executive Director of Public Works

SUBJECT: Water and Sewer Ordinance Amendments

BACKGROUND AND FINDINGS:

On July 7, 2020, City Council received the results of the 2020 Water and Sewer Rate Study. The study found that the City’s water revenues were insufficient to fully fund the projected expenses over the next five years. City Council deferred a rate adjustment at the time due to the pandemic.

On September 13, 2021, Council approved a water rate increase which included adjusting the base meter charge and volumetric rate. These approved changes included a three-tier volumetric charge for residential customers to encourage water conservation, a 6.6% increase in water rates for residential and commercial customers, and an amendment for customers outside the city limits from 100% above inside city rates to 50% above inside city rates.

In the recent Water & Sewer five-year rate analysis it was also recommended to implement a phased approach to adjusting the base rate paid on different meter sizes by commercial customers to be in line with the American Water Works Association (AWWA) recommendation. The first phase adjustment was included in the FY 2023 Budget. The second phase adjustment is included in the proposed FY 2024 budget and is estimated to generate an additional \$320,000 in annual revenue.

Additionally, there is a proposed increase of \$1.50 to the minimum base rate for Residential Water and all Sewer accounts. The most common meter size for residential is 5/8” and 3/4” and will go from a base rate of \$13.54 to \$15.04. Base rate for Sewer will go from \$19.26 to \$20.76. These proposed increases will net approximately \$2M in additional revenue to assist in offsetting the purchase costs of these services to the City.

In addition to updating the Water and Sewer rates, there are three items in the ordinance that require attention for cleanup purposes. The first item pertains to Section 30-105, which deals with Deposits for Water Meters. City staff proposes two changes: firstly, to extend the time for

customer deposit refunds from 12 months to 24 months. Secondly, they suggest removing the sentence that mandates customers incurring more than one late charge within any subsequent twelve-month period to pay a deposit equivalent to the water meter deposit charge applicable at the time of the penalty. The reason behind this proposal is that it has been observed to adversely impact regular, reliable customers who have generally maintained good payment histories but may have faced unexpected challenges like illness, family bereavement, or other unforeseen circumstances. In contrast, habitual offenders with a history of late payments do not qualify for a deposit refund, as they lack a positive payment track record.

The second request is to change the name of city owned fireplugs to the more accurate name of fire hydrant construction meters and update the rate to be in line with the 3" commercial meter rate of \$64.49 as the output of this construction meter is the same.

The final clean-up item is to change the return flow factors for the outside city limit residential and commercial sewer customer from 150% to 100%. In addition, the rates should be added as follows: the wastewater rates for all users outside the city limits shall be equal to the rates for residential inside the city limits plus fifty percent (50%) and the wastewater rates for all users outside the city limits shall be equal to the rates for commercial inside the city limits plus fifty percent (50%).

THE ALTERNATIVES CONSIDERED:

- (1) Do not amend water and sewer ordinance.
- (2) Amend water and sewer ordinance with changes.
- (3) Amend water and sewer ordinance as presented.

Which alternative is recommended? Why?

Alternative three (3) is recommended as it provides the needed revenue to adequately maintain the water and sewer system and offset significant increases from WCID and operating costs.

CONFORMITY TO CITY POLICY:

The proposed ordinance conforms to applicable City policy.

FINANCIAL IMPACT:

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

The financial impact is an additional \$2,000,000 in revenue from the \$1.50 increase in the minimum base rate for residential water and \$1.50 increase in the sewer minimum base rate. There is also an estimated additional \$320,000 in revenue from the 2nd of a 5-year phase-in of increases to the base rate for commercial meters. The additional revenue was included in the FY 2024 Proposed Budget.

Is this a one-time or recurring expenditure?

N/A

Is this expenditure budgeted?

N/A

If not, where will the money come from?

N/A

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

N/A

RECOMMENDATION:

City Council approve the ordinance amending Chapter 30, Water, Sewers, and Sewage Disposal, of the Code of Ordinances, to amend water and sewer rates and other changes as presented.

DEPARTMENTAL CLEARANCES:

Public Works
Finance
Legal

ATTACHED SUPPORTING DOCUMENTS:

Ordinance

AN ORDINANCE AMENDING CHAPTER 30 WATER, SEWERS, AND SEWAGE DISPOSAL, ARTICLE IV, OF THE CODE OF ORDINANCES OF THE CITY OF KILLEEN, TEXAS, BY AMENDING RESIDENTIAL AND COMMERCIAL WATER AND SEWER RATES; PROVIDING FOR THE REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, the City of Killeen, Texas is a home-rule city acting under its charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code; and,

WHEREAS, the City Council of the City of Killeen deems the continued operation and functionality of the City’s water and sewer infrastructure to be of vital importance to the protection of the public health, safety, and welfare of its citizens; and

WHEREAS, a Water and Sewer rate study has determined that in order to provide continued water and sewer service, it is necessary and in the best interest of the public health and safety to amend the commercial water rates;

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

SECTION I. That Chapter 30, Article IV of the City of Killeen Code of Ordinances is hereby amended by adding the following sections to read as follows:

ARTICLE IV. RATES AND CHARGES

DIVISION 1. – GENERALLY

Sec. 30-105. Deposit for water meters.

- (a) Charges shall be made for water meter deposits as provided in the adopted fee schedule.
- (b) Any deposits that are not claimed within two (2) years after the final disconnection of water shall be handled in a manner consistent with state law for unclaimed monies.

- (c) All residential customers who maintain their utility account without incurring a penalty for late payment for a period of ~~twenty-four~~^{twelve} (24~~12~~) months shall receive a refund of their deposit. Such refund shall be credited to the customer's utility account. ~~If the customer incurs more than one (1) late charge during any subsequent twelve month period, a deposit in the amount of the water meter deposit charge in effect at the time the penalty is incurred will be billed to the customer's account.~~

(Code 1963, Ch. 14, art. 1, § 16; Ord. No. 88-53, § I, 6-28-88; Ord. No. 98-45; § I, 6-23-98; Ord. No. 00-67, § I, 8-29-00; Ord. No. 04-08, § I, 2-24-04; Ord. No. 19-047, § XIV, 9-17-19)

ARTICLE IV. RATES AND CHARGES

DIVISION 2. – RATES

Sec. 30-136. Assessed.

- (a) The following water charges shall apply to all residential users for the consumption of water inside the city limits:

0 to 2,000 gallons - Meter size:

5/8" and 3/4" ~~\$13.54~~^{15.04}

1" ~~\$14.99~~^{16.49}

1-1/2" ~~\$18.63~~^{20.13}

2" ~~\$22.98~~^{24.48}

3" ~~\$33.15~~^{34.65}

4" ~~\$47.70~~^{49.20}

6" ~~\$85.11~~^{86.61}

8" ~~\$127.60~~^{129.10}

Applicable to all meter sizes:

2,001 to 15,000 gallons, per 1,000 gallons: \$3.38

15,001 to 30,000 gallons per 1,000 gallons: \$4.03

Over 30,000 gallons, per 1,000 gallons: \$4.81

- (b) The following water charges shall apply to all commercial users for the consumption of water inside the city limits:

0 to 2,000 gallons - Meter size:

5/8" and 3/4" ~~\$14.02~~^{15.52}

1" ~~\$15.89~~^{17.76}

1-1/2" ~~\$20.56~~^{27.11}

2" ~~\$26.17~~38.32
3" ~~\$39.26~~64.49
4" ~~\$57.95~~101.88
6" ~~\$104.68~~195.35
8" ~~\$160.76~~307.51

Applicable to all meter sizes:

All over 2,000 gallons, per 1,000 gallons: \$3.50

(c) The following water charges shall apply to all apartment, small apartment, and mobile home park users for the consumption of water inside the city limits:

0 to 2,000 gallons - Meter size:

5/8" and 3/4" ~~\$13.54~~15.04
1" ~~\$14.99~~16.49
1-1/2" ~~\$18.63~~20.13
2" ~~\$22.98~~24.48
3" ~~\$33.15~~34.65
4" ~~\$47.70~~49.20
6" ~~\$85.11~~86.61
8" ~~\$127.60~~129.10

Applicable to all meter sizes:

All over 2,000 gallons, per 1,000 gallons: \$3.38

(d) The water rates for all residential users outside the city limits shall be equal to the rates for residential users inside the city limits plus fifty percent (50%):

0 to 2,000 gallons - Meter size:

5/8" and 3/4" ~~\$20.31~~22.56
1" ~~\$22.49~~24.74
1-1/2" ~~\$27.95~~30.20
2" ~~\$34.47~~36.72
3" ~~\$49.73~~51.98
4" ~~\$71.55~~73.80
6" ~~\$127.67~~129.92
8" ~~\$191.40~~193.65

Applicable to all meter sizes:

2,001 to 15,000 gallons, per 1,000 gallons: \$5.07

15,001 to 30,000 gallons per 1,000 gallons: \$6.05

Over 30,000 gallons, per 1,000 gallons: \$7.22

(e) The water rates for all commercial users outside the city limits shall be equal to the water rates for commercial users inside the city limits plus fifty percent (50%):

0 to 2,000 gallons - Meter size:

5/8" and 3/4" ~~21.03~~ 23.28

1" ~~23.84~~ 26.64

1-1/2" ~~30.84~~ 40.67

2" ~~39.26~~ 57.48

3" ~~58.89~~ 96.74

4" ~~86.93~~ 152.82

6" ~~157.02~~ 293.03

8" ~~241.14~~ 461.27

Applicable to all meter sizes:

All over 2,000 gallons, per 1,000 gallons: \$5.25

(f) The water rates for all apartment, small apartment, and mobile home park users outside the city limits shall be equal to the water rates for apartment, small apartment and mobile home park users inside the city limits plus fifty percent (50%):

0 to 2,000 gallons - Meter size:

5/8" and 3/4" ~~20.31~~ 22.56

1" ~~22.49~~ 24.74

1-1/2" ~~27.95~~ 30.20

2" ~~34.47~~ 36.72

3" ~~49.73~~ 51.98

4" ~~71.55~~ 73.80

6" ~~127.67~~ 129.92

8" ~~191.40~~ 193.65

Applicable to all meter sizes:

All over 2,000 gallons, per 1,000 gallons: \$5.07

(g) The meter rates for ~~city owned fireplugs~~ fire hydrant construction meters are as follows:

0 to 2,000 gallons: ~~32.02~~ 64.49

All over 2,000 gallons, per 1,000 gallons: \$3.50

- (h) The meter rates for Stonetree Golf Course irrigation shall be equal to the M&O rate for potable water or reuse water rate per 1,000 gallons charged to the City of Killeen by Bell County Water Control and Improvement District No. 1.

(Code 1963, Ch. 14, art. 1, § 17(II); Ord. No. 89-69, § IV, 9-19-89; Ord. No. 90-81, § I, 9-18-90; Ord. No. 91-56, § I, 9-17-91; Ord. No. 92-62, § I, 9-8-92; Ord. No. 93-77, § II, 9-14-93; Ord. No. 98-59, § II, 9-15-98; Ord. No. 99-74, § II, 9-14-99; Ord. No. 00-67, § IV, 8-29-00; Ord. No. 01-42, § II, 8-28-01; Ord. No. 03-42, § I, 8-26-03; Ord. No. 04-71, § I, 8-24-04; Ord. No. 06-101, § I, 9-12-06; Ord. No. 09-058, § I, 9-15-09; Ord. No. 10-047, § I, 9-14-10; Ord. No. 11-082, § I, 9-13-11; Ord. No. 14-066, § I, 9-9-14; Ord. No. 15-043, § V, 9-8-15; Ord. No. 21-053, § I, 9-14-21; Ord. No. 22-075, § I, 10-18-22)

Sec. 30-151. Rates.

- (a) The wastewater use rates for all users shall be based on and calculated by the water meter consumption less three thousand (3,000) gallons minimum times the appropriate return flow factor times the cost for each unit of discharge plus the minimum charge shown below for each account category. (Example: Commercial account: Usage 10,000 gallons minus 3,000 gallons = 7,000 gallons: 7,000 gallons x 90% flow factor = 6,300 gallons; 6,300 gallons x 3.80 per 1,000 gallons = ~~\$23.95~~23.94 + ~~\$19.15~~20.65 (minimum charge) = ~~\$43.10~~44.59 (total charge))

The wastewater rate shall be per one thousand (1,000) gallons and the minimum monthly fee:

- (1) *Rate for single-family residential.* ~~Nineteen-Twenty~~ dollars and ~~twentyseventy~~-six cents (~~\$19.26~~20.76) minimum charge for the first three thousand (3,000) gallons, plus three dollars and eighty cents (\$3.80) per one thousand (1,000) gallons thereafter, not to exceed ten thousand (10,000) gallons.
- (2) *Rate for two-family and multifamily (three and four unit) residential.* ~~Nineteen-Twenty-one~~ dollars and ~~sixty-five~~fifteen cents (~~\$19.65~~21.15) minimum charge for the first three thousand (3,000) gallons, plus three dollars and eighty cents (\$3.80) per one thousand (1,000) gallons in excess of minimum thereafter.
- (3) *Rate for commercial and apartment customers.* ~~Nineteen-Twenty~~ dollars and ~~fifteen~~sixty-five cents (~~\$19.15~~20.65) minimum charge for the first three thousand (3,000) gallons, plus three dollars and eighty cents (\$3.80) per one thousand (1,000) gallons in excess of minimum.
- (3) *Rates for motels.* ~~Nineteen-Twenty~~ dollars and ~~fifteen~~sixty-five cents (~~\$19.15~~20.65) minimum charge for the first three thousand (3,000) gallons, plus three dollars and eighty cents (\$3.80) per one thousand (1,000) gallons in excess of minimum thereafter.
- (4) *Rate for mobile home parks.* ~~Nineteen-Twenty-one~~ dollars and ~~sixty-five~~fifteen cents (~~\$19.65~~21.15) per unit minimum charge for the first three thousand (3,000) gallons per unit, plus three dollars and eighty cents (\$3.80) per one thousand (1,000) gallons in excess of minimum, not to exceed ten thousand (10,000) gallons per unit.
- (5) Rate for residential outside city limits - the wastewater rates for all users outside the city limits shall be equal to the rates for residential inside the city limits plus fifty percent (50%).

(6) Rate for commercial outside city limits - the wastewater rates for all users outside the city limits shall be equal to the rates for commercial inside the city limits plus fifty percent (50%).

(b) The following return flow factors will be applied for each class of sewer customer:

- (1) Residential - 100%
- (2) Commercial - 90%
- (3) Outside city residential - ~~150~~100%
- (4) Apartments, motels, etc. - 90%
- (5) Laundries and car wash - 90%
- (6) Industrial - 90%
- (7) Mobile home parks - 100%
- (8) Outside city commercial - ~~150~~100%

(c) The return flow in gallons is determined by multiplying the water meter consumption, less three thousand (3,000) gallons minimum, times the return flow factor for each specific classification (i.e., usage 10,000 gallons minus 3,000 gallons minimum = 7,000 gallons; 7,000 gallons x 90% flow factor = 6,300 gallons).

- (1) *Residential.* One hundred (100) percent of metered water up to ten thousand (10,000) gallons per month.
 - (2) *Commercial.* Ninety (90) percent of metered water.
 - (3) *Outside city residential.* One hundred ~~fifty~~(150)100 percent of metered water up to ten thousand (10,000) gallons per month.
 - (4) *Apartments, motels, etc.* Ninety (90) percent of metered water.
 - (5) *Laundries and car wash.* Ninety (90) percent of metered water.
 - (6) *Industrial.* Ninety (90) percent of metered water.
 - (7) *Mobile home parks.* One hundred (100) percent of metered water up to ten thousand (10,000) gallons per unit.
 - (8) *Outside city commercial.* One hundred ~~fifty~~(150)100 percent of metered ~~waster~~water.
- (d) A seventy-five dollar (\$75.00) fee will be assessed per call-out if a leak/blockage is determined to be on the private sewer service lateral or portion thereof that is not maintained by the city.

(Code 1963, Ch. 14, art. 1, § 17(I)(B); Ord. No. 89-69, § II, 9-19-89; Ord. No. 90-81, § I, 9-18-90; Ord. No. 91-56, § II, 9-17-91; Ord. No. 92-62, § II, 9-8-92; Ord. No. 93-77, § III, 9-14-93; Ord. No. 98-59, § III, 9-15-98; Ord. No. 99-74, § III, 9-14-99; Ord. No. 00-67, § V, 8-29-00; Ord. No. 01-42, § III, 8-28-01; Ord. No. 03-42, § II, 8-26-03; Ord. No. 04-71, § I, 8-24-04; Ord. No. 05-73, § I, 9-13-05; Ord. No. 06-101, § I, 9-12-06; Ord. No.

10-047, § I, 9-14-10; Ord. No. 11-082, § I, 9-13-11; Ord. No. 14-066 , § I, 9-9-14; Ord. No. 19-009 , § I, 3-26-19; Ord. No. 21-053 , § I, 9-14-21)

Sec. 30-154. Charges for users outside city limits.

All persons connected to and using the sewer systems of the city which are located outside the city limits shall be charged rates to be determined by the city council.

(Code 1963, Ch. 14, art. 1, § 17(E))

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

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

SECTION IV. That the Code of Ordinances of the City of Killeen, Texas, as amended, shall remain in full force and effect, save and except as amended by this ordinance.

SECTION V. That this ordinance shall be effective on October 1, 2023.

PASSED AND APPROVED at a regular meeting of the City Council of the City of Killeen, Texas, this _____ day of _____, 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 Calcote, CITY SECRETARY

Holli Clements, CITY ATTORNEY

ORD _____

Date: _____



WATER & SEWER ORDINANCE AMENDMENTS

OR-23-014

August 1, 2023

227

Background

2

- July 7, 2020, City Council received the results of the 2020 Water & Sewer Rate Study
 - ▣ Study indicated that water revenues were insufficient to fully fund projected expenses to include infrastructure replacement
 - ▣ Recommended a five-year phased approach to increase the base charge for commercial meters based on the American Water Works Association (AWWA) standard for meter size capacities
 - ▣ Phase 1 was implemented in the FY 2023 Budget

Background (cont'd)

3

- Phase 2 of the five-year increase in the base charge for commercial meters is proposed in the FY 2024 Budget
 - ▣ Estimated additional \$320,000 in revenue
- Proposed increase of \$1.50 in minimum base rate for Residential Water and all Sewer in the FY 2024 Budget
 - ▣ This will affect all customers (in-city and out-of-city)
 - ▣ Increase will provide an estimated \$2M in additional revenue
 - ▣ Additional revenue will assist in offsetting the purchase costs of these services to the City

Monthly Residential Rates

4

	Recommended	Current Amount	Change Amount	Change Percent
Residential:				
Sewer -				
Minimum	\$ 20.76	\$ 19.26	\$ 1.50	7.79%
Volumetric (3,001-10,000 gals)	3.80	3.80	-	0.00%
Water Residential -				
Minimum				
5/8" and 3/4"	\$ 15.04	\$ 13.54	1.50	11.08%
1"	16.49	14.99	1.50	10.01%
1-1/2"	20.13	18.63	1.50	8.05%
2"	24.48	22.98	1.50	6.53%
3"	34.65	33.15	1.50	4.52%
4"	49.20	47.70	1.50	3.14%
6"	86.61	85.11	1.50	1.76%
8"	129.10	127.60	1.50	1.18%
Volumetric (2,001-15,000 gals)	3.38	3.38	-	0.00%
Volumetric (15,001 to 30,000 gals)	4.03	4.03	-	0.00%
Volumetric (Over 30,000 gals)	4.81	4.81	-	0.00%
(1) Outside of city limits is proposed rate plus fifty percent (50%)				

Monthly Commercial Rates

5

	Recommended	Current Amount	Change Amount	Change Percent
Commercial (inside City limits):				
Sewer -				
Minimum	\$ 20.65	\$ 19.15	\$ 1.50	7.83%
Volumetric (3,001+ gals @ 90% flow factor)	3.80	3.80	-	0.00%
Minimum by Meter Size (Phase 2 of 5):				
Water (5/8" and 3/4")	\$ 15.52	\$ 14.02	\$ 1.50	10.70%
Water (1")	17.76	15.89	1.87	11.77%
Water (1-1/2")	27.11	20.56	6.55	31.86%
Water (2")	38.32	26.17	12.15	46.43%
Water (3")	64.49	39.26	25.23	64.26%
Water (4")	101.88	57.95	43.93	75.81%
Water (6")	195.35	104.68	90.67	86.62%
Water (8")	307.51	160.76	146.75	91.29%
Volumetric (2,001+ gals)	3.50	3.50	-	0.00%

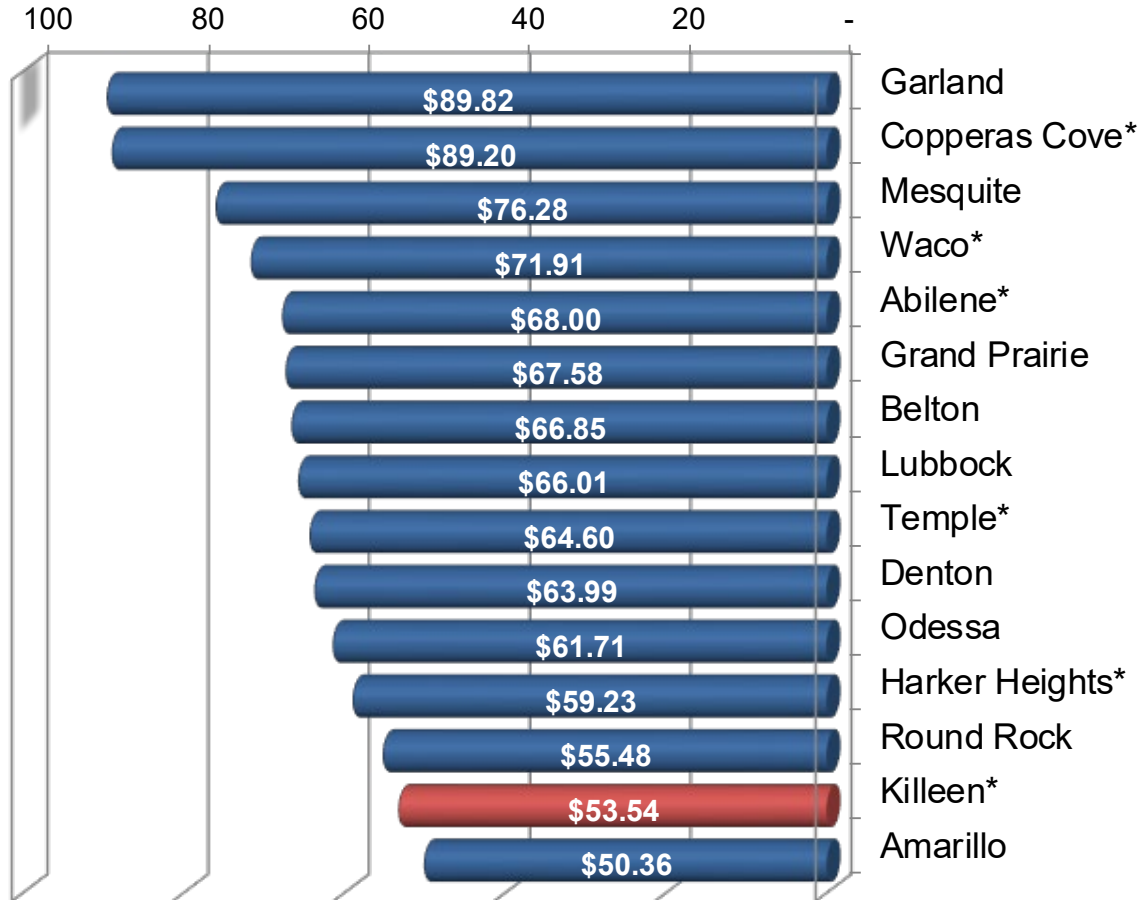
(1) Outside of city limits is proposed rate plus fifty percent (50%)

Utility Bill Comparison

Average Residential Customer (using 5,000 gallons of water per month)

Description	Recommended	Current Amount	Change Amount	Change Percent
Sewer	\$ 28.36	\$ 26.86	\$ 1.50	5.58%
Water	25.18	23.68	1.50	6.33%
Solid Waste	19.78	19.78	-	0.00%
Street Maintenance	10.00	10.00	-	0.00%
Drainage	5.40	5.40	-	0.00%
Total Utility Bill	\$ 88.72	\$ 85.72	\$ 3.00	3.50%

Based on 5,000 Gallons Usage and 3/4 - 5/8" Meter Size



Section 30-105 –

Deposit for Water Meters

8

- Proposed Changes:
 - Extend customer deposit refund period from 12 months to 24 months
 - Remove requirement for customers incurring more than one late charge in a subsequent twelve-month period to pay an additional deposit
- Reason for Changes:
 - Regular paying customers with good payment history sometimes face unforeseen circumstances (e.g., illness, family emergencies) and struggle to meet payment deadlines
 - Habitual offenders with poor payment history will not be eligible for deposit refunds

Other Changes

9

- Change City Owned Fireplugs to Fire Hydrant Construction Meters
 - Change rate for 0 – 2,000 gallons from \$32.02 to \$64.49 to be in line with 3” commercial meter
- Change Outside City Limit return flow factors for residential and commercial sewer customer from 150% to 100% as this has a maximum of amount not to exceed 10,000 gallons per unit
 - Add rates for residential and commercial outside the city limits that shall be equal to the rates for inside the city limits plus 50%²³⁵

Alternatives

10

- Do not amend water and sewer ordinance
- Amend water and sewer ordinance with changes
- Amend water and sewer ordinance as presented

Recommendation

- City Council approve the ordinance amending Chapter 30, Water, Sewers, and Sewer Disposal, of the Code of Ordinances, to amend water and sewer rates and other changes as presented