City of Killeen



Agenda

City Council

esday, July 15, 2025 3:00 F	M City Hall
	Council Chambers
	101 N. College Street
	Killeen, Texas 76541

Call to Order and Roll Call

 ____ Debbie Nash-King, Mayor
 ____ Jessica Gonzalez

 ____ Ramon Alvarez
 ____ Jose Segarra

 ____ Anthony Kendrick
 ____ Joseph Solomon

 ____ Nina Cobb
 ____ Riakos Adams

Invocation

Pledge of Allegiance

Approval of Agenda

Presentations

- 1. <u>PR-25-015</u> Killeen Star Award
- 2. <u>PR-25-016</u> Parks and Recreation Proclamation

Work Session

Discuss agenda items 3-19 for the July 15, 2025 Regular Session

Citizen Comments on Agenda Items

This section allows members of the public to address the Council regarding any item, other than a public hearing item, on the agenda for Council's consideration. Each person shall sign up prior to the start of the Council meeting, may speak only one (1) time, and such address shall be limited to three (3) minutes. A timer will be placed so that the speaker and citizens can see it. A majority vote 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.

Regular Session

Consent Agenda

3.	<u>MN-25-017</u>	Consider Minutes of Regular City Council Meeting of June 17, 2025.
4.	<u>RS-25-109</u>	Consider a memorandum/resolution approving a Professional Services Agreement with Blue Skies Associates, for FileOnQ data migration to the Niche Records Management System, in the amount of \$75,000.00. <u>Attachments: Agreement</u> <u>Contract Verification</u> <u>Certificate of Interested Parties</u> <u>Presentation</u>
5.	<u>RS-25-110</u>	Consider a memorandum/resolution suspending the effective date of Oncor's requested rate change and approving cooperation with the Steering Committee of Cities served by Oncor. <u>Attachments:</u> <u>Resolution</u> <u>Presentation</u>
6.	<u>RS-25-111</u>	Consider a memorandum/resolution awarding Bid Number 25-26, Automated Weather Observing System (AWOS) Relocation at Skylark Field to F&W Electrical Contractors, Inc., in the amount of \$300,250.00. <u>Attachments:</u> Recommendation of Award and Bid <u>Contract</u> <u>Certificate of Interested Parties</u> <u>Presentation</u>
7.	<u>RS-25-112</u>	Consider a memorandum/resolution authorizing the City Manager to accept a Federal Aviation Administration Grant for the Terminal Passenger Mechanical and Security Improvements Project. <u>Attachments:</u> <u>Pre-Grant Application</u> <u>Presentation</u>
8.	<u>RS-25-113</u>	Consider a memorandum/resolution authorizing the City Manager to accept a Federal Aviation Administration Grant for the Terminal Rehabilitation Design Project. <u>Attachments: Pre-Grant Application</u> <u>Presentation</u>
9.	<u>RS-25-114</u>	Consider a memorandum/resolution awarding Bid Number 25-31, Airfield Lighting Control Monitoring System for Killeen Regional Airport to KOBO Utility Construction, in the amount of \$470,000.00. <u>Attachments: Contract</u> <u>Recommendation of Award and Bid Tab</u> <u>Certificate of Interested Parties</u>

Presentation

10. <u>RS-25-115</u> Consider a memorandum/resolution granting a utility easement to Bartlett Electric Cooperative, Inc. to provide power to the EOC/Fire Station #4 Complex.

Attachments: Easement

Presentation

11. <u>RS-25-116</u> Consider a memorandum/resolution approving a one-year License Agreement with Environmental Systems Research Institute, Inc. for the Geographic Information System division, in the amount of \$55,781.29.00.

Attachments: Quote

Master Agreement DIR-CPO-4699 (State Contract Summary) Contract Verification Form Certificate of Interested Parties Presentation

- **12.** <u>RS-25-117</u> Consider a memorandum/resolution awarding a design/build contract to CORE Construction for the design and construction of a new Parks Maintenance Building, Fleet Services Facility and Police Evidence Storage Building, in the amount of \$23,890,278.00.
 - Attachments: Proposal
 - Bid Tabulation Recommendation Letter Contract Verification Form Certificate of Interested Parties Presentation
- 13.RS-25-118Consider a memorandum/resolution authorizing the award of Bid No.
25-33, Reuse Water for Golf Course Irrigation Project to Bell Contractors,
Inc. in the amount of \$770,362.29.

Attachments: Bid Proposal

Letter of Recommendation 2578 Bid Tabulation Contract Verification Form Certificate of Interested Parties Presentation

14.	<u>RS-25-119</u>	Consider a memorandum/resolution authorizing the award of Bid No. 25-34, McGregor Estates Sanitary Sewer Improvements Project to BP3 Utilities, LLC, in the amount of \$243,133.53. <u>Attachments:</u> Bid Proposal Bid Tabulation Letter of Recommendation <u>Contract Verification Form</u> <u>Certificate of Interested Parties</u> <u>Presentation</u>
15.	<u>RS-25-120</u>	Consider a memorandum/resolution authorizing the execution of a Professional Services Agreement with Kimley-Horn and Associates, Inc., to update the City's Water and Wastewater Impact Fees, in the amount of

\$136,080.00.

Attachments: Proposal

Agreement

Certificate of Interested Parties

Presentation

16. <u>RS-25-121</u> Consider a memorandum/resolution authorizing an agreement and easement with Bartlett Electric Cooperative, Inc. to provide power to the Chaparral Pump Station.

Attachments: Agreement

Presentation

Public Hearings

17. <u>PH-25-034</u> Hold a public hearing and consider an ordinance submitted by Tracy Epting on behalf of Marlboro Heights Missionary Baptist Church Inc. (Case# Z25-15) to rezone approximately 0.52 acres, being Lots 23, 24, and 25; Block 12, out of the Marlboro Heights Revised Addition, from "R-1" (Single-Family Residential District) to "B-3" (Local Business District). The subject properties are locally addressed as 3103 and 3105 Longview Drive and 706 Rev R.A. Abercrombie Drive, Killeen, Texas.

Attachments: Maps

Site Photos Ordinance

<u>Minutes</u>

Presentation

- 18. PH-25-035 Hold a public hearing and consider an ordinance submitted by Jason Jinks on behalf of Alejandro Gabriel Llorente Alvarado (Case# Z25-16) to rezone approximately 0.21 acres, being Lot, 1, Block 13 out of the Evening Hollow 3rd Extension Replat, from "B-1" (Professional Business District) to "R-3F" (Multifamily Residential District). The subject property is locally addressed as 2018 Cedarhill Drive, Killeen, Texas.
 - Attachments: Maps
 - Site Photos Ordinance Minutes Letter of Request Survey Presentation
- **19.** PH-25-036 Hold a public hearing and consider an ordinance submitted by Gary W. Purser Jr., on behalf of True Fountain, LLC, (Case# Z25-17) to rezone approximately 5.251 acres, being Lots 18 and 19, Block 1 out of the Southwest Crossing Addition, from "B-3" (Local Business District) to "R-2" (Two-Family Residential District). The subject properties are locally addressed as 6306 Trimmier Road and 6309 Turkey Trot Road, Killeen, Texas.
 - Attachments: Maps
 - Site Photos Ordinance Minutes Letter of Request Presentation

Discussion Items

- 20. <u>DS-25-038</u> Report regarding Women in Municipal Government Conference
- **21.** <u>DS-25-039</u> Discuss and consider changes to Proposed Fiscal Year 2026 Operating and CIP Budget.
- 22. <u>DS-25-040</u> Discuss Reunification Center Project Status

Attachments: Presentation

23. <u>DS-25-041</u> Discuss changes to Chapter 31 - Zoning of the Killeen Code of Ordinances in response to the 89th Texas Legislative Session <u>Attachments: Presentation</u>

Adjournment

I certify that the above notice of meeting was posted on the Internet and on the bulletin board at Killeen City Hall on or before 5:00 p.m. on July 8, 2025.

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.

• Senior Center Masquerade Ball, July 24, 2025, 4:00 p.m., Killeen Civic and Conference Center

• Downtown ROI: Where Vision Meets Value, September 18, 2025, 4:30 p.m., 324 N. Gray St.

• Greater Killeen Chamber of Commerce - 92nd Annual Membership Banquet, September 18, 2025, 6:00 p.m., Killeen Civic and Conference Center

Dedicated Service -- Every Day, for Everyone!



City of Killeen

Staff Report

File Number: PR-25-015

Killeen Star Award





Staff Report

File Number: PR-25-016

Parks and Recreation Proclamation

City of Killeen



Staff Report

File Number: MN-25-017

Consider Minutes of Regular City Council Meeting of June 17, 2025.

City of Killeen

City Council Meeting Killeen City Hall June 17, 2025 at 3:00 p.m.

Presiding: Mayor Debbie Nash-King

- Attending: Mayor Protem Riakos Adams, Councilmembers Anthony Kendrick, Nina Cobb *(arrived at 3:08 p.m.)*, Jose Segarra and Joseph Solomon
- Absent: Jessica Gonzalez and Ramon Alvarez

Also attending were City Manager Kent Cagle, Assistant City Manager Laurie Wilson, City Attorney Holli Clements, City Secretary Laura Calcote and Sergeant-at-Arms Howell

Councilmember Solomon gave the invocation. Councilmember Kendrick led everyone in the Pledge of Allegiance.

Approval of Agenda

Motion was made by Councilmember Solomon to approve the agenda, as presented. Motion was seconded by Councilmember Segarra. The motion carried unanimously (4-0).

Work Session

Discuss agenda items 1-16 for the June 17, 2025 Regular Session

Citizen Comments on Agenda Items

Heather McNeely spoke regarding DS-25-033.

Michael Fornino spoke regarding DS-25-033 and DS-25-034.

Mellisa Brown spoke regarding RS-25-100, RS-25-101, DS-25-033 and RS-25-097.

Sean Price spoke regarding DS-25-033.

Regular Session

Consent Agenda

- **MN-25-014** Consider Minutes of Regular City Council Meeting of May 20, 2025.
- **RS-25-093** Consider a memorandum/resolution adopting the Bell County Hazard Mitigation Action Plan, as approved by the Federal Emergency Management Administration.
- **RS-25-094** Consider a memorandum/resolution awarding Bid No. 25-28, Stonetree Golf Club Bunker Renovations, to Fusion Golf Ltd., in the amount of \$368,247.60.
- **RS-25-095** Consider a memorandum/resolution approving Change Order No. 5 to the Corporate Hangar Phase II Contract with NASCO, Inc.
- **RS-25-096** Consider a memorandum/resolution authorizing a Letter of Agreement with Zone Industries, LLC, to provide one submersible pump at Lift Station No. 6, in the amount of \$86,191.87.
- **RS-25-097** Consider a memorandum/resolution authorizing the sale of City-owned real property at 1506 Leader Drive and 1510 Linda Lane.
- **RS-25-098** Consider a memorandum/resolution authorizing the procurement of Dell PowerStore hardware from GTS Technology Solutions, in the amount of \$285,330.00.
- **RS-25-099** Consider a memorandum/resolution awarding Bid No. 25-29, Overlay -Milling, to Asphalt Inc. LLC (dba Lone Star Paving).
- **RS-25-100** Consider a memorandum/resolution authorizing Contract Amendment No. 2 with MRB Group, P.C., for the Community and Senior Center Expansion and Renovations, in the amount of \$84,380.00.
- **RS-25-101** Consider a memorandum/resolution authorizing Change Order No. 4 for the Chaparral Pump Station Project with SSP Industries, L.P., in the amount of \$47,383.00.
- **RS-25-102** Consider a memorandum/resolution granting an Operating Authority to Pana Taxi.

Motion was made by Mayor Protem Adams to approve the Consent Agenda, with the exception of RS-25-103. Motion was seconded by Councilmember Solomon. The motion carried unanimously (5-0).

Resolutions

RS-25-103 Consider a memorandum/resolution declaring a vacancy on the Planning & Zoning

Commission and appointing a commissioner to fill the unexpired term.

Councilmember Cobb nominated Patrick Purifoy for the vacancy. Councilmember Kendrick nominated Bear Jones for the vacancy.

Motion was made by Councilmember Cobb to appoint Patrick Purifoy to the vacancy and unexpired term on the Planning & Zoning Commission and to approve RS-25-103. Motion was seconded by Councilmember Solomon. The motion carried 4-1, with Councilmember Kendrick in opposition.

Public Hearings

PH-25-030 Hold a public hearing and consider ordinances authorizing the issuance of Water and Sewer Revenue Bonds, Series 2025, and Combination Lease and Airport Revenue Bonds, Series 2025.

The City Secretary read the captions of the ordinances: ORDINANCE OF THE CITY OF KILLEEN, TEXAS, AUTHORIZING THE ISSUANCE AND SALE OF CITY OF KILLEEN, TEXAS COMBINATION LEASE REVENUE AND AIRPORT REVENUE BONDS, TAXABLE SERIES 2025, IN THE AGGREGATE PRINCIPAL AMOUNT OF \$3,555,000; PRESCRIBING THE FORM OF SAID BONDS; APPROVING THE PURCHASE AGREEMENT; AND ENACTING OTHER PROVISIONS RELATING TO THE SUBJECT

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KILLEEN, TEXAS, AUTHORIZING THE ISSUANCE AND SALE OF CITY OF KILLEEN, TEXAS, WATERWORKS AND SEWER SYSTEM REVENUE BONDS, SERIES 2025; PROVIDING FOR THE SECURITY FOR AND PAYMENT OF SAID BONDS; APPROVING AN OFFICIAL STATEMENT, A PAYING AGENT/REGISTRAR AGREEMENT AND OTHER AGREEMENTS RELATING TO THE SALE AND ISSUANCE OF THE BONDS; AND ORDAINING OTHER MATTERS RELATING TO THE ISSUANCE OF THE BONDS

Staff Comments: Lorianne Luciano, Assistant Director of Finance This item was presented to City Council during their Work Session. Ms. Luciano was available to provide additional information and to answer questions.

Mayor Nash-King opened the public hearing.

Sean Price spoke in opposition to the ordinances.

Mellisa Brown spoke in opposition to the ordinances.

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

Motion was made by Councilmember Solomon to approve PH-25-030. Motion was seconded by Mayor Protem Adams. The motion carried unanimously (5-0).

PH-25-031 Hold a public hearing and consider a memorandum/resolution approving

the proposed fee schedule for Fiscal Year 2026 to be effective October 1, 2025.

Staff Comments: Lorianne Luciano, Assistant Director of Finance This item was presented to City Council during their Work Session. Ms. Luciano was available to provide additional information and to answer questions.

Mayor Nash-King opened the public hearing.

Heather McNeely spoke in opposition to the resolution.

Mellisa Brown spoke in opposition to the resolution.

Sean Price spoke in opposition to the resolution.

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

Motion was made by Councilmember Solomon to approve PH-25-031. Motion was seconded by Councilmember Segarra. The motion carried unanimously (5-0).

PH-25-032 Hold a public hearing and consider an ordinance submitted by Tracy Hanson on behalf of Academy for Exceptional Learners (Case# Z25-11) to rezone approximately 6.656 acres, being Lot 1, Block 1, Fowler Elementary Subdivision from "R-1" (Single-Family Residential District) to "R-1" (Single-Family Residential District) with a Conditional Use Permit (CUP) to allow a daycare facility as a permitted use. The subject property is locally addressed as 1020 Trimmier Road, Killeen, Texas.

The City Secretary read the caption of the ordinance:

AN ORDINANCE AMENDING THE CITY OF KILLEEN ZONING ORDINANCE BY CHANGING THE ZONING OF LOT 1, BLOCK 1, FOWLER ELEMENTARY SUBDIVISION, FROM "R-1" (SINGLE-FAMILY RESIDENTIAL DISTRICT) TO "R-1" (SINGLE-FAMILY RESIDENTIAL DISTRICT) WITH A CONDITIONAL USE PERMIT (CUP) TO ALLOW A DAYCARE FACILITY AS A PERMITTED USE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR THE REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR AN EFFECTIVE DATE.

Staff Comments: Wallis Meshier, Executive Director of Development Services This item was presented to City Council during their Work Session. Ms. Meshier was available to provide additional information and to answer questions.

Mayor Nash-King opened the public hearing.

Mellisa Brown spoke in favor to the ordinance.

Sean Price spoke neither in favor nor in opposition to the ordinance.

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

Motion was made by Councilmember Solomon to approve PH-25-032. Motion was seconded by Mayor Protem Adams. The motion carried unanimously (5-0).

PH-25-033 Hold a public hearing and consider a City-initiated request (Case# Z25-12) to rezone approximately 6.789 acres, being Lot 1, Block 2 of Julius Alexander Industrial Subdivision, and part of Lots 1 and 2 of the Julius Alexander Industrial Subdivision, Replat #2 from "R-1" (Single-Family Residential District) to "R-3A" (Multifamily Apartment Residential District). The subject properties are locally addressed as 506 Liberty Street and 2607 & 2703 Atkinson Avenue, Killeen, Texas.

The City Secretary read the caption of the ordinance: AN ORDINANCE AMENDING THE CITY OF KILLEEN ZONING ORDINANCE BY CHANGING THE ZONING OF LOT 1, BLOCK 2 OF JULIUS ALEXANDER INDUSTRIAL SUBDIVISION, AND PART OF LOTS 1 AND 2 OF THE JULIUS ALEXANDER INDUSTRIAL SUBDIVISION, REPLAT #2 FROM "R-1" (SINGLE-FAMILY RESIDENTIAL DISTRICT) TO "R-3A" (MULTIFAMILY APARTMENT RESIDENTIAL DISTRICT); PROVIDING A SAVINGS CLAUSE; PROVIDING FOR THE REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR AN EFFECTIVE DATE.

Staff Comments: Wallis Meshier, Executive Director of Development Services This item was presented to City Council during their Work Session. Ms. Meshier was available to provide additional information and to answer questions.

Mayor Nash-King opened the public hearing.

Mellisa Brown spoke in opposition to the ordinance.

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

Motion was made by Councilmember Segarra to approve PH-25-033. Motion was seconded by Councilmember Kendrick. The motion carried unanimously (5-0).

Discussion Item

DS-25-032 Discuss and consider proposed amendments to Killeen Code of Ordinances, Chapter 31, Article V, Division 4 - Signs and Outdoor Displays.

Staff Comments: Wallis Meshier, Executive Director of Development Services Ms. Meshier presented this item to City Council for discussion and consideration. Ms. Meshier was available to provide additional information and to answer questions.

Motion of direction was made by Mayor Protem Adams to accept the recommendations by staff and to have a public hearing regarding the proposed amendments. The motion died for lack of a second.

Motion of direction was made by Councilmember Solomon to table the item until another solution is

formulated. The motion died for lack of a second.

Motion of direction was made by Councilmember Segarra to not consider the amendments to the Code of Ordinances, Chapter 31, Article V, Division 4 - Signs and Outdoor Displays at this time. Motion was seconded by Councilmember Cobb. The motion carried 4-1, with Mayor Protem Adams in opposition.

DS-25-033 Discuss and review Governing Standards and Expectations

Staff Comments: Holli Clements, City Attorney Ms. Clements presented this item to City Council for discussion. Ms. Clements was available to provide additional information and to answer questions.

Councilmember Requests for Future Agenda Items

RQ-25-006 Resolution for the City of Killeen to join the American Flood Coalition

Mayor Protem Adams presented this item to City Council for consideration for a future agenda.

Motion was made by Mayor Protem Adams add the item to the July 1, 2025 City Council Agenda. The motion died for lack of a second.

Executive Session

DS-25-034 Discuss State of Texas v City of Killeen, et. al. and Bell County v City of Killeen regarding enforcement of low-level marijuana offenses

At 6:01 p.m., Mayor Nash-King called for City Council to recess the meeting into Executive Session.

Per V.T.C.A., Government Code Section 551.071 - Consultation with Attorney, the City Council will consult with legal counsel regarding pending litigation.

At 6:39 p.m., Mayor Nash-King reconvened the City Council meeting into Regular Session.

Adjournment

With no further business, upon motion being made by Mayor Protem Adams, seconded by Councilmember Cobb, and unanimously approved, the meeting was adjourned at 6:40 p.m.

City of Killeen



Staff Report

File Number: RS-25-109

Consider a memorandum/resolution approving a Professional Services Agreement with Blue Skies Associates, for FileOnQ data migration to the Niche Records Management System, in the amount of \$75,000.00.

DATE:	July 15, 2025
то:	Kent Cagle, City Manager
FROM:	Willie Resto, Executive Director of Information Technology
SUBJECT:	Professional Services Agreement with Blue Skies Associates for FileonQ data migration to the Niche Records Management System

BACKGROUND AND FINDINGS:

In January 2022, Council approved the Centurion Niche Records Management System (RMS) Interagency Agreement.

The following project milestones have been completed.

- June 2022 Temple Police Department begins contract negotiations with NicheRMS
- March 2023 Temple Police Department completes contract negotiations with NicheRMS
- April 2023 August 2023 Installation of NicheRMS in development environment
- January 2025 Temple NicheRMS Go Live

Killeen Data Conversion in Process - May 2025

The Killeen Police Department (KPD) currently utilizes the FileOnQ Property & Evidence system to manage evidence and property records. As part of ongoing modernization efforts, KPD is implementing a new Records Management System (NicheRMS), which provides an integrated, Microsoft SQL-based platform to streamline and centralize data management across police operations.

To ensure operational continuity and compliance with legal and evidentiary standards, the City of Killeen must migrate historical data from the legacy FileOnQ system to NicheRMS.

This data migration is critical for several reasons:

1. System Consolidation: Moving to NicheRMS allows the department to consolidate its systems under a single, modern platform, improving efficiency and reducing the

complexity of managing multiple data sources.

2. Data Integrity and Continuity: Migrating historical evidence and property data ensures continuity in investigative, legal, and operational processes without loss of critical information.

3. Support and Maintenance: The FileOnQ system is becoming outdated and will no longer be maintained as the department transitions to NicheRMS. Maintaining historical data in a retired system is not viable from a support or security standpoint.

4. Compliance: Retaining and accessing historical data in the new system ensures compliance with data retention regulations and Criminal Justice Information Standards (CJIS).

5. Operational Readiness: The migration will be synchronized with the current WebRMS to NicheRMS data migration project, providing a cohesive transition plan and minimizing disruption to department operations.

Blue Skies Associates is an accredited Niche partner and has already contracted with the City of Temple and City of Killeen to perform the primary data conversion and has the knowledge and experience with the data from FileOnQ to the new NicheRMS system.

Blue Skies Associates will work closely with KPD and City of Killeen staff to design an agreed upon approach to mapping and validating the data migration of the FileOnQ data to NicheRMS. Blue Skies Associates staff will then perform the actual data migration work, based on the agreed mapping and validation rules. Blue Skies Associates staff will also support KiPD and City of Killeen staff during the Unit Testing and User Acceptance Testing (UAT). Blue Skies Associates will work with KPD and City of Killeen staff to perform all final acceptance testing, with final acceptance of all work to occur prior to the 'Go-Live Date'.

The total cost of the project is \$75,000. This project is expected to run in conjunction with the current WebRMS data migration timeline.

THE ALTERNATIVES CONSIDERED:

N/A

Which alternative is recommended? Why?

N/A

CONFORMITY TO CITY POLICY:

This item conforms to state and local policies. Texas Government Code, Chapter 2254 states that contracts for the procurement of defined professional services may not be awarded on the basis of competitive bids. Instead, they may be awarded on the basis of demonstrated competence and qualifications.

FINANCIAL IMPACT:

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

\$75,000 will be encumbered in FY 2025.

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

This is a one-time expenditure.

Is this revenue/expenditure budgeted?

Yes, funds are available in the Governmental CIP Fund 627-56305-900-180-921023.

If not, where will the money come from?

N/A

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

Yes.

RECOMMENDATION:

Staff recommends that City Council authorize the City Manager, or designee, to execute a professional services agreement with Blue Skies Associates in the amount of \$75,000 and authorize the City Manager, or designee, to execute any and all change orders as permitted by state and local law.

DEPARTMENTAL CLEARANCES:

Finance Legal Purchasing

ATTACHED SUPPORTING DOCUMENTS:

Agreement Contract Verification Certificate of Interested Parties Presentation



Killeen Police Department 3304 Community Blvd Killeen Texas 76542

Attn: Willie Resto

June 6, 2025

Draft Proposal for FileOneQ Data Migration

Dear Willie,

This letter outlines a proposal from BlueSkies Associates (hereafter referred to as BSA) to assist you with your project to implement the Niche Records Management System within the Killeen Police Department (hereafter referred to as Killeen PD). The proposal is based on the information available to us at this point in time and we are happy to refine the proposal as a result of further discussions with you, should this be required.

1. Scope of services required

Based on our recent discussions, we understand that Killeen PD is preparing to migrate data from a FileOnQ Property & Evidence system to the Niche Records Management System (NicheRMS), which is hosted on a Microsoft SQL platform. Therefore, Killeen PD wishes to migrate the majority of its historic FileOnQ data to the new NicheRMS environment.

2. Services to be delivered

BSA staff will work closely with Killeen PD and City of Killeen staff to design an agreed approach to mapping and validating the migration of FileOnQ data to the NicheRMS. BSA staff will then perform the actual data migration work, based on the agreed mapping and validation rules.

BSA staff will also support Killeen PD and City of Killeen staff during User Acceptance Testing (UAT) phase of the data migration project. BSA will work with Killeen PD and City of Killeen staff to perform all final acceptance testing, with all final acceptance of all work to occur prior to 'go live'.

They key tasks to be undertaken by BSA during the project are:

- BSA will work with Killeen PD and City of Killeen staff to finalise the data (both entities and volumes) that needs to be migrated from the FileOnQ to the NicheRMS database.
- BSA will work with Killeen PD and City of Killeen staff to agree the data mapping, rules for linking entities and validation rules which will be used to migrate data from FileOnQ to the NicheRMS database.



- BSA will undertake the migration of data from the FileOnQ system to the NicheRMS, based on the agreed mapping and validation rules.
- BSA will work with Killeen PD and City of Killeen staff to build a UAT test plan and BSA will assist in the execution of this UAT test plan.
- BSA will work with Killeen PD and City of Killeen staff to carry out a number of "Dry Runs" for the final migration of FileOnQ data to the 'live' NicheRMS database, once the converted data is approved by the City of Killeen's project team.
- BSA will remotely support Killeen PD and City of Killeen staff as they conduct the Dry Runs to refine and validate the FileOnQ to NicheRMS 'Go Live' plan.
- BSA will also remotely support Killeen PD and City of Killeen staff for the FileOnQ to NicheRMS data migration Go Live.

There is approximately 15 years of data to be migrated from FileOnQ to the NicheRMS, with the data having the following key attributes:

- the inventory table has 332,747 records;
- there are approximately 1513 property locations;
- there are no attachments; and
- there are no previous data migrations into the FileOnQ database and 0 evidence items have been imported into FileOnQ from WebRMS.

3. Key project deliverables

The key deliverables from the project will be:

- An agreed list of data entities that needs to be migrated from FileOnQ to the NicheRMS database.
- Agreed data mapping and validation rules which will be used to migrate data from FileOnQ to the NicheRMS database.
- A NicheRMS database populated with data migrated from the FileOnQ according to the agreed mapping and validation rules.
- BSA support during UAT and Go-Live.

4. Project fees & timescales

Our discounted fee for the project will be **\$75,000** on the assumption that this work will be in conjunction with the current legacy WebRMS data migration. This fee has been maintained at the originally proposed value, in our letter of 5th June 2024, as a goodwill gesture supporting our ongoing commitment to the Centurion consortium and the City of Killeen. This fee excludes out-of-pocket expenses and any applicable taxes, both of which will be re-charged at cost. Any out-of-pocket expenses will be agreed in writing with you before they are incurred. The above fee proposal is valid for 60 days from the date of this letter.



We propose the following payment schedule for the project:

- 10% of our fee to be paid upon agreement of the detailed project plan and successful set up of the development environment;
- 20% of our fee to be paid upon agreement of data mapping and validation rules;
- 20% of our fee to be paid upon the commencement of Unit Testing;
- 30% of our fee to be paid upon the commencement of UAT; and
- 20% of our fee to be paid when the system goes live.

Timescales for the project will be dependent on the plan agreed for the WebRMS data migration project. However, as outlined above, we have assumed that this work will be in conjunction with the current WebRMS data migration.

5. Key assumptions & dependencies

There are a number of key assumptions and dependencies associated with the successful completion of the proposed project, specifically:

- Any proposed changes to the number of data sets and key dates outlined above will have an impact on project fees and timescales and, as such, will be subject to formal change procedures.
- Once data mapping, rules for linking entities and validation rules are agreed, any subsequent changes will be subject to formal change procedures, as such changes including the provision of subsequent Niche builds may impact project timescales and fees.
- As the majority of our work will be performed remotely, City of Killeen staff will provide BSA staff with controlled access to relevant systems prior to the commencement of the project.
- We propose to make extensive use of Microsoft Teams voice and video calls and assume Killeen PD and City of Killeen staff will have ready access to Teams.
- BSA will have timely access to Killeen's Niche Project Manager and development team, when required.
- City of Killeen and Killeen PD will provide timely access to key individuals, data (both Anonymised and Production) and relevant business and IT documentation.
- City of Killeen and Killeen PD senior management and IT technical staff will make time available to participate in key project meetings. Such meetings and events will be preplanned, whenever possible, with appropriate notice provided to participants.



- City of Killeen and Killeen PD staff will provide input into key activities as follows:
 - data gathering, workshops and interviews;
 - insight into current services, performance, statistics and data;
 - challenge sessions, decision making and sign off; and
 - administrative support for scheduling meetings and collating resources.

6. Confirmation of agreement

Please confirm your acceptance of the agreement by signing the enclosed copy and returning it to us.

Yours faithfully,

David P Downey

David P Downey For and on behalf of Blue Skies Associates

Copy letter to be returned to Blue Skies Associates

I accept the terms of the agreement for and on behalf of Killeen Police Department.

Signed

.....

Position

.....

Date



Contract Verification

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

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

Affected by the above statutes are contracts 1) with a company with ten (10) or more full-time employees, <u>and</u> 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.

Nand P &

Signature

David P Downey Printed Name Blue Skies Associates Limited Company Name

Chief Executive Officer Title

6th June 2025 Date

CERTIFICATE OF INTERESTED PARTIES

FORM	1295

					1 of 1	
Complete Nos. 1 - 4 and 6 if there are interested Complete Nos. 1, 2, 3, 5, and 6 if there are no in	l parties. Iterested parties.		с	OFFICE US	NER ARABAN ANTINA	
 Name of business entity filing form, and the city, state and country of the business entity's place of business. Blue Skies Associates Ltd Ballyclare Northern Ireland United Kingdom 				Certificate Number: 2025-1321170 Date Filed:		
Name of governmental entity or state agency that is a party to the contract for which the form is being filed. City of Killeen			form is 06	Date Acknowledged:		
3 Provide the identification number used by the description of the services, goods, or other p Data Conversion Service to RMS Convert data from legacy File On Q system	roperty to be provic	led under the contract.	ck or identify the	contract, and pro	ovide a	
4 Name of Interested Party	Name of Interested Party City, State, Country (place of busin			Nature of interest (check applicable) Controlling Intermedia		
				in the second second		
					1440	
5 Check only if there is NO Interested Party.	X					
6 UNSWORN DECLARATION My name is David Patrick Downey						
my name is <u>David Pathok Downey</u>		, and	•	is 23rd June 1965		
My address is 184 Rashee Road (street)		, Ballyclare (city)	Norther ' <u>n</u> Ireland (state)	, BT39 9JB (zip code)	_, UK (country)	
I declare under penalty of perjury that the foregoin	ng is true and correct					
Executed in Antrim	County,	State of Northern Ireland	, on the <u>10</u>	_day of <u>June</u> (month)	, 20 <u>25</u> . (year)	
		Signature of authorized a	0) ng business entity		
orms provided by Texas Ethics Commission	MAANA oth:	(Der	clarant)	Marcian M	1 1 0 e02d6221	

Professional Services Agreement with Blue Skies Associates, for FileOnQ data migration July 15, 2025

RS-25-109

Background

2

- In January 2022, Council approved the Centurion Niche Records Management System (RMS) Interagency Agreement.
- The following project milestones have been completed.
 - □ January 2025 Temple NicheRMS Go Live
 - May 2025 Killeen Police Department began RMS database conversion
 - June July 2025 Killeen Police Department began database validation and testing

Background continued

- 3
- The Killeen Police Department (KPD) currently utilizes the FileOnQ Property & Evidence system to manage evidence and property records
- To ensure operational continuity and compliance with legal and evidentiary standards, the City of Killeen must migrate historical data from the legacy FileOnQ system

Background continued

- 3
- Blue Skies Associates is an accredited Niche partner and has already contracted with the City of Temple and City of Killeen to perform the primary data conversion and has the knowledge and experience to migrate the data from FileOnQ to the new NicheRMS
- The total cost of the project is \$75,000. This project is expected to run in conjunction with the current WebRMS data migration timeline

Recommendation

Staff recommends that City Council authorize the City Manager, or designee, to execute a professional services agreement with Blue Skies Associates in the amount of \$75,000 and authorize the City Manager, or designee, to execute any and all change orders as permitted by state and local law

City of Killeen



Staff Report

File Number: RS-25-110

Consider a memorandum/resolution suspending the effective date of Oncor's requested rate change and approving cooperation with the Steering Committee of Cities served by Oncor.

- DATE: July 15, 2025
- TO: Kent Cagle, City Manager
- FROM: Holli Clements, City Attorney
- SUBJECT: Suspend the effective date of Oncor's requested rate change and approving cooperation with the Steering Committee of Cities served by Oncor

BACKGROUND AND FINDINGS:

Oncor Electric Delivery Company ("Oncor" or "the Company") filed an application on or about June 26, 2025 with cities retaining original jurisdiction seeking to increase system-wide transmission and distribution rates by about \$834 million or approximately 13% over present revenues. The Company asks the City to approve a 12.3% increase in residential rates and a 51.0% increase in street lighting rates. If approved, an average residential customer would see a bill increase of about \$7.90 per month.

The resolution suspends the July 31, 2025 effective date of the Company's rate increase for the maximum period permitted by law to allow the City, working in conjunction with the Steering Committee of Cities Served by Oncor, to evaluate the filing, determine whether the filing complies with law, and if lawful, to determine what further strategy, including settlement, to pursue.

The law provides that a rate request made by an electric utility cannot become effective until at least 35 days following the filing of the application to change rates. The law permits the City to suspend the rate change for 90 days after the date the rate change would otherwise be effective. If the City fails to take some action regarding the filing before the effective date, Oncor's rate request is deemed administratively approved.

THE ALTERNATIVES CONSIDERED:

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

Which alternative is recommended? Why?

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

CONFORMITY TO CITY POLICY:

This item conforms with state law and city policy.

FINANCIAL IMPACT:

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

There is no expenditure associated with this item.

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

N/A

Is this revenue/expenditure budgeted?

N/A

If not, where will the money come from?

N/A

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

N/A

RECOMMENDATION:

Staff and attorneys for the Steering Committee recommend suspending the July 31, 2025, effective date of Oncor's requested rate case and approve cooperation with the Steering Committee of Cities served by Oncor.

DEPARTMENTAL CLEARANCES:

N/A

ATTACHED SUPPORTING DOCUMENTS:

Resolution Presentation

RESOLUTION NO.

RESOLUTION OF THE CITY OF KILLEEN SUSPENDING THE JULY 31, 2025 EFFECTIVE DATE OF ONCOR **ELECTRIC DELIVERY COMPANY'S REQUESTED RATE** CHANGE TO PERMIT THE CITY TIME TO STUDY THE **REQUEST AND TO ESTABLISH REASONABLE RATES;** APPROVING COOPERATION WITH THE STEERING **COMMITTEE OF CITIES SERVED BY ONCOR TO HIRE** LEGAL AND CONSULTING SERVICES AND TO NEGOTIATE WITH THE COMPANY AND DIRECT ANY **NECESSARY LITIGATION AND APPEALS; FINDING** THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL FOR THE **STEERING COMMITTEE**

WHEREAS, on or about June 26, 2025, Oncor Electric Delivery Company (Oncor), pursuant to PURA §§ 33.001 and 36.001 filed with the City of Killeen a Statement of Intent to increase electric transmission and distribution rates in all municipalities exercising original jurisdiction within its service area effective July 31, 2025; and

WHEREAS, the City of Killeen is a member of the Steering Committee of Cities Served by Oncor ("Steering Committee") and will cooperate with the 170 similarly situated city members and other city participants in conducting a review of the Company's application and to hire and direct legal counsel and consultants and to prepare a common response and to negotiate with the Company prior to getting reasonable rates and direct any necessary litigation; and

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

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

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

1. That the July 31, 2025 effective date of the rate request submitted by Oncor on or about June 26, 2025, be suspended for the maximum period allowed by law to permit adequate time to review the proposed changes and to establish reasonable rates.

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

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

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

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

PASSED AND APPROVED this the _____ day of _____, 2025.

Mayor, City of Killeen

ATTEST:

SUSPENDING ONCOR RATE REQUEST

RS-25-110 July 15, 2025

Oncor Application

- 2
- Oncor filed an application with the City on June 26, 2025 requesting:
 - Increase system-wide transmission and distribution rates by \$834 million or 13%
 - Increase of 51% in street lighting rates
 - 2026 Proposed Budget using current rates: \$800,000
 - Annual City cost would increase to \$1,208,000
 - Increase of 12.3% in residential rates
 - Average customer bill would increase \$7.90 per month
- □ This is the first comprehensive rate case since 2022
 - 2022 rate case proposed a 1.6% increase in street lighting rates and an 11.2% increase in residential rates which would have resulted in an increase of about \$6.02 per month.
 - 2017 rate case proposed a .5% increase in street lighting rates and an 11.8% increase in residential rates which would have resulted in an increase of about \$6.68 per month.

Steering Committee

- The city is a member of a 170-city coalition known as the Steering Committee of Cities Served by Oncor.
- The committee is a public interest advocate before the PUC, the courts and the Legislature.
- The committee's attorneys and executive board negotiate rate filings.

Suspension

- 4
- The law allows entities to suspend the effective date of a rate increase for 90 days.
- Suspension provides time for the Steering Committee to evaluate the filing and determine whether it complies with the law, and to develop a strategy, including settlement.
- The requested rates will be effective July 31 if the city fails to act.
Recommendation

 Staff and attorneys for the Steering Committee recommend that the city council suspend the July 31, 2025 effective date of Oncor's rate application and approve the city's participation with the Steering Committee.

City of Killeen



Staff Report

File Number: RS-25-111

Consider a memorandum/resolution awarding Bid Number 25-26, Automated Weather Observing System (AWOS) Relocation at Skylark Field to F&W Electrical Contractors, Inc., in the amount of \$300,250.00.

DATE:	July 15, 2025
то:	Kent Cagle, City Manager
FROM:	Mike Wilson, Executive Director of Aviation
SUBJECT:	Award Bid No. 25-26, Automated Weather Observing System (AWOS) Relocation at Skylark Field

BACKGROUND AND FINDINGS:

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

The Aviation Department staff coordinated with the FAA and our consultants to develop plans and specifications for a bid package to relocate the AWOS to meet current and future requirements at Skylark Field. The project is funded by a combination of TIRZ funding and FAA grants.

The project was first advertised beginning on February 2, 2025 and appeared in the local newspaper as well as the City's website. Additionally, it was advertised on multiple statewide electronic bidding sites. A pre-bid meeting was held on February 18th, 2025, with one (1) general contractor attending.

Bids were opened on March 11, 2025, and the City of Killeen received one (1) bid which greatly exceeded the budget for this project. The City Council approved staff's recommendation to reject the bid for Bid No. 25-12 on April 15, 2025.

The City advertised this project again (Bid 25-26) beginning on April 20, 2025, and appeared in the local newspaper as well as the City's website. Additionally, it was advertised on multiple statewide

electronic bidding sites. A pre-bid meeting was held on April 29, 2025, with one (1) electrical contractor attending. The bid opening was on May 15, 2025, at 2:15 pm, with two (2) bids.

Bid Amount

List of Bids

Contractor

F&W Electrical Contractors, Inc.\$ 300,250Vellutini Corporation dba Royal Electric Company\$ 449,345

THE ALTERNATIVES CONSIDERED:

N/A

Which alternative is recommended? Why?

N/A

CONFORMITY TO CITY POLICY:

This item conforms to local and state's policy.

FINANCIAL IMPACT:

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

\$300,250

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

One-time expense

Is this revenue/expenditure budgeted?

Partially.

If not, where will the money come from?

The project is funded by the TIRZ Fund, Account # 226-56201-900-600-923035, in the amount of \$115,000 and the Aviation AIP Fund Account # 341-56201-900-605-923035, in the amount of \$90,000. The remaining \$95,250, will be funded through the Aviation AIP Fund and reimbursed through an FAA AIG Grant in September 2025. Funding will be appropriated on the year-end budget amendment.

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

Upon approval of the year end budget amendment.

RECOMMENDATION:

Staff recommends City Council award the bid for Bid No. 25-26, Automated Weather Observing System (AWOS) Relocation at Skylark Field to F&W Electrical Contractors, Inc., and recommends that the City Council authorize the City Manager, or designee, to execute an agreement with F&W Electrical Contractors, Inc., in the amount of \$300,250, as well as authorize all change orders or actions within the amounts set by state and local law.

DEPARTMENTAL CLEARANCES:

Purchasing Finance Legal

ATTACHED SUPPORTING DOCUMENTS:

Recommendation of Award and Bid Tab Contract Certificate of Interested Parties Presentation



810 Hesters Crossing Suite 210 Round Rock, TX 78681 TEL 512.485.0020 FAX 512.485.0021

www.GarverUSA.com

May 16, 2025

Skylark Field Airport ATTN: Mr. Michael Wilson 8101 S. Clear Creek Road, Box C Killeen, Texas 76549

Re: Skylark Field Airport (ILE) AWOS Relocation (City Bid No. 25-26) Recommendation of Award

Dear Mr. Wilson:

Bids were received for the "ILE AWOS Relocation" project through the City of Killeen's OpenGov ebidding site at 2:00 p.m. on May 15th, 2025.

A total of two (2) bids were received on the project. F&W Electrical Contractors, Inc. submitted the low bid for the project in the amount of \$300,250.

We believe that the bid submitted by **F&W Electrical Contractors, Inc** represents a good value for the City of Killeen. Based on available funding, we recommend that Bid in the amount of **\$300,250.00** be awarded to **F&W Electrical Contractors, Inc**.

Please call me if you have any questions.

Sincerely,

GARVER, LLC

Jacob Green, P.E. Project Manager

SKYLARK FIELD AIRPORT AWOS RELOCATION BID TABULATION - BASE BID BID OPENING: THURSDAY MAY 15, 2025; 2:15 PM

		DID TADULATION - DAGE DIL						
		BID OPENING: THURSDAY MAY 15, 202		F&W E				
					CONTR	ACTORS, INC.	ROYA	
ITEM	SPEC.			ESTIMATED	UNIT		UNIT	
NO.	NO.	DESCRIPTION	UNIT	QUANTITY	PRICE	AMOUNT	PRICE	AMOUNT
1	SS-120-3.1	Construction Safety and Security	LS	1	\$20,000.00	\$20,000.00	\$9,600.00	\$9,600.00
2	SS-300-5.1	Lockout and Tagout Procedures	LS	1	\$5,000.00	\$5,000.00	\$8,340.00	\$8,340.00
3	SS-300-5.2	Electric Service Meter Rack, in Place	LS	1	\$11,000.00	\$11,000.00	\$9,800.00	\$9,800.00
4	SS-300-5.3	No. 2 AWG 600V, Installed in Conduit	LF	4,950	\$6.00	\$29,700.00	\$27.00	\$133,650.00
5	SS-300-5.4	Concrete Encased 1W-2" Electrical Conduit	LF	1,150	\$50.00	\$57,500.00	\$67.00	\$77,050.00
6	SS-300-5.5	Electrical Handhole	EACH	1	\$4,950.00	\$4,950.00	\$12,000.00	\$12,000.00
7	SS-300-5.6	No. 1/0 AWG, Stranded, Bare Copper Counterpoise Wire, Installed in Trench, Above the Duct Bank or Conduit, Including Connections/Terminations	LF	1,150	\$8.00	\$9,200.00	\$11.50	\$13,225.00
8	SS-301-5.1	Exsiting AWOS Tower and Weather Sensors, Removed and Stored, Foundations Demolished	LS	1	\$17,000.00	\$17,000.00	\$12,300.00	\$12,300.00
9	SS-305-5.1	Directional Boring 2W-2"C Polyetheylene Conduit	LF	60	\$230.00	\$13,800.00	\$223.00	\$13,380.00
10	SS-341-5.1	Existing AWOS Tower and Weather Sensor Equipment and Accessories, Relocated on New Foundations	LS	1	\$132,100.00	\$132,100.00	\$160,000.00	\$160,000.00

TOTALS

\$449,345.00

\$300,250.00

Garver Project

00 52 00 CONTRACT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

THIS AGREEMENT is by and between	City of Killeen	("Owner") and
	F&W Electrical Contractors, Inc.	("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:
 - A. Base Bid Relocation of existing FAA-owned AWOS to new site and the demolition of the existing site foundations and infrastructure.

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **AWOS Relocation at Skylark Field Airport.**

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by **Garver, LLC**.

ARTICLE 4 – CONTRACT TIMES

- 4.01 *Time of the Essence*
 - A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 4.02 Contract Times: Days
 - A. The Work will be substantially completed within the following number of days after the date when the Contract Times commence to run as provided in Section 80-07 of the General Provisions, and completed and ready for final payment in accordance with Section 90-09 of the General Provisions within the following number of days after the date when the Contract Times commence to run.
 - B. Parts of the Work shall be substantially completed on or before the following Milestone(s):
 - 1. Milestone 1 Substantial Completion (Base Bid) 45 calendar days
 - 2. Milestone 2 Final Completion 30 calendar days

Description	Substantial Completion
Base Bid	45 calendar days

4.03 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the

delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

Milestone	Liquidated Damages Cost	Allowed Construction Time
Base Bid	\$1,000.00/calendar day	45 Calendar Days from Notice to Proceed
Final Completion	\$1,000/calendar day	30 Calendar Days from Signed Substantial Completion Certificate

4.04 Special Damages

A. Special damages shall be paid for at the expense of the Contractor for any work performed outside of the contracted scope that interferes with airport operations. Amount shall be agreed upon by Contractor and Owner.

ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:
 - A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item):
 - B. The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. Estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer and Owner.

ARTICLE 6 – PAYMENT PROCEDURES

- 6.01 Submittal and Processing of Payments
 - A. Applications for Payment shall be made in accordance with Section 90-06 of the General Provisions. Applications for Payment will be processed by Owner as provided in the General Provisions.
- 6.02 *Progress Payments; Retainage*
 - A. Progress payments and retainage shall be in accordance with Section 90-06 of the General Provisions.
- 6.03 Final Payment
 - A. Upon final completion and acceptance of the Work in accordance with Section 50-15 of the General Provisions, Owner shall pay the remainder of the Contract Price as provided in Section 90-09 of the General Provisions, minus any damages as described in Paragraphs 4.03 and 4.04.

ARTICLE 7 – INTEREST

7.01 Not Used.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 - A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
 - B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all laws and regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Special Provisions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Special Provisions, especially with respect to Technical Data in such reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Special Provisions, especially with respect to Technical Data in such reports and drawings.
 - E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.
 - F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
 - G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
 - H. Contractor has given Owner written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Owner is acceptable to Contractor.
 - I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
 - J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.
 - K. The Contractor hereby represents and warrants to and for the benefit of the Owner that:
 - 1. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Owner to recover as damages against the Contractor any loss, expense or cost (including without limitation attorney's fees) incurred by the Owner resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Owner). While the Contractor has no direct contractual privity with the State, as a lender to the Owner for the funding of its Project, the Owner and the Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this

paragraph force or effect) shall be amended or waived without the prior written consent of the State.

ARTICLE 9 – CONTRACT DOCUMENTS

- 9.01 Contents
 - A. The Contract Documents consist of the following:
 - 1. Executed Contract
 - 2. Addenda (if any)
 - 3. Advertisement for Bids
 - 4. Instructions to Bidders
 - 5. Bid Form
 - 6. Bid Bond
 - 7. List of Proposed Subcontractors
 - 8. Qualification Statement
 - 9. City of Killeen General Terms and Conditions
 - 10. Conflict of Interest Questionnaire
 - 11. General Provisions
 - 12. Special Provisions
 - 13. Supplemental Specifications as listed in the Table of Contents
 - 14. FAA Airways Specifications as listed in the Table of Contents
 - 15. Drawings
 - 16. Notice to Proceed
 - 17. Performance Bond
 - 18. Payment Bond
 - 19. Certificates of Insurance
 - 20. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid
 - 21. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
 - B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
 - C. There are no Contract Documents other than those listed above in this Article 9.
 - D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Provisions.

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

A. Terms not otherwise defined herein and used in this Agreement will have the meanings stated in the General Provisions and the Special Provisions.

10.02 Assignment of Contract

A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 - "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

Skylark Field Airport (ILE)							
AWOS Relocation							
N WITNESS WHEREOF, Owner and Contractor have signed this Agreement.							
This Agreement will be effective on (which	h is the Effective Date of the Contract).						
OWNER:	CONTRACTOR:						
	F&W Electrical Contractors, Inc.						
Ву:	By: Carlab 1000						
Title:	Title: CFO						
	(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)						
Attest:	Attest: MKelm						
Title:	Title: Contract Administrator						
Address for giving notices:	Address for giving notices:						
	6880 US Hwy 181 N						
	Floresville, TX 78114						
	License No.: 18239						
	(where applicable)						

This document is a MODIFIED version of EJCDC® C-520, Agreement Between Owner and Contractor for Construction Contract (Stipulated Price). Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies and is based in part on excerpts from EJCDC documents. Those portions of the text that originated in published EJCDC documents remain subject to copyright.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

					1011	
	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.		С	OFFICE USE		
1	Name of business entity filing form, and the city, state and cour of business.		Certificate Number: 2025-1323646			
	F&W Electrical Contractors, Inc.		202	20-1020040		
	Floresville, TX United States		Dat	e Filed:		
2	Name of governmental entity or state agency that is a party to t	he contract for which the form is	, 06/	12/2025		
	being filed. City of Killeen		Dat	e Acknowledged:		
3	Provide the identification number used by the governmental endescription of the services, goods, or other property to be prov		lentify the	contract, and pro	vide a	
	No. 25-26					
	Skylark Field Airport - AWOS Relocation					
4				Nature o	f interest	
1	Name of Interested Party	business)		oplicable)		
				Controlling	Intermediary	
Fð	W Electrical Contractors, Inc.	Floresville, TX United State	es	×		
5	Check only if there is NO Interested Party.					
6	UNSWORN DECLARATION					
	My name is Carla S. Hild	, and my d	ate of birth	_{is} 01/13/19xx	(
	My address is 6880 Us Hwy 181 N	Floresville	<u>,</u> TX	, 78114	., <u> </u>	
	(street)	(city)	(state)	(zip code)	(country)	
	I declare under penalty of perjury that the foregoing is true and corre	ect.				
	Executed in Wilson Coun	ity, State of Texas, o	n the	_day of _ June	, ₂₀ _25	
				(month)	(year)	
	(Carla S. Hild				
		Signature of authorized agent (Declarant)		ing business entity		

RS-25-111 July 15, 2025

AWARD BID NO. 25-26 AUTOMATED WEATHER OBSERVING SYSTEM (AWOS) RELOCATION AT SKYLARK FIELD

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

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

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





Discussion

- 7
- The project was first advertised on February 2, 2025. Notices were published in the local newspaper, posted on the City's official website, and shared on multiple statewide electronic bidding platforms to ensure broad visibility.
- A pre-bid meeting was held on February 18, 2025.
 One (1) general contractor attended the meeting.

Discussion

- One bid was received on March 11, 2025, exceeding the project budget. City Council rejected the bid (Bid No. 25-12) on April 15, 2025.
- The City re-advertised the project (Bid 25-26) on April 20, 2025, via the local newspaper, City website, and statewide bidding sites. One electrical contractor attended the April 29 pre-bid meeting. Two bids were received at the May 15, 2025, opening.

Discussion

<u>Bidders</u>
 F&W Electrical Contractors, Inc.
 Vellutini Corp dba Royal Electric Company

- Bid Amount \$ 300,250 \$ 449,345
- A thorough review of each bid package was completed by the Airport's consultant and staff. The lowest responsive bidder was F&W Electrical Contractors, Inc. with a submitted bid total of \$300,250. Bid meets all requirements and is the best value for the Killeen Regional Airport.

Recommendation

Staff recommends City Council award the bid, from F&W Electric Inc., in the amount of \$300,250, for Bid No. 25-26, Automated Weather Observing System (AWOS) Relocation at Skylark Field and recommends that the City Council authorize the City Manager, or designee, to execute all contract documents and all change orders or actions within the amounts set by state and local law.

City of Killeen



Staff Report

File Number: RS-25-112

Consider a memorandum/resolution authorizing the City Manager to accept a Federal Aviation Administration Grant for the Terminal Passenger Mechanical and Security Improvements Project.

DATE:July 15, 2025TO:Kent Cagle, City ManagerFROM:Mike Wilson, Executive Director of AviationSUBJECT:Authorization for City Manager to Accept a Federal Aviation Administration
Grant for the Terminal Passenger Mechanical & Security Improvements
Project

BACKGROUND AND FINDINGS:

Killeen Regional Airport (KRA) Staff have identified certain legacy equipment that has reached the end of its useful life. This project aims to enhance both mechanical and security improvements for the traveling public by updating older equipment, reducing maintenance costs, and improving passenger safety. Funding for this project will come from a grant provided by the Federal Aviation Administration (FAA).

On September 13, 2023, the City applied for and received an FAA Airport Infrastructure Grant (AIG) in the amount of \$267,322, designated for the design phase of this project. This includes project administration, design services, bidding services, and other engineering fees.

The FAA has now notified the City of an additional AIG for the construction phase of the Terminal Passenger Mechanical & Security Improvements project. However, the actual grant will be issued only after bids have been received and reviewed, with the grant offer based on the accepted bid amount.

To comply with the FAA's timeline requirements for returning signed grant offers, Staff is requesting that the City Council approve a resolution authorizing the City Manager, or designee, to accept an FAA grant for the Terminal Mechanical & Security Improvement Project once the grant is received.

The grant will fund 95% of the costs, with matching funds coming from the FAA Passenger Facility Charge (PFC) Program Application approved by the FAA on March 14, 2025.

THE ALTERNATIVES CONSIDERED:

N/A

Which alternative is recommended? Why?

N/A

CONFORMITY TO CITY POLICY:

This item conforms to local and state policies.

FINANCIAL IMPACT:

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

The financial impact of this resolution will be determined after the bids are received and reviewed. Funding will be appropriated in the year-end budget amendment based on the grant funds awarded.

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

One-time

Is this revenue/expenditure budgeted?

No

If not, where will the money come from?

Funding will be appropriated in the year-end budget amendment based on the grant funds awarded.

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

Funding will be appropriated in the year-end budget amendment based on the grant funds awarded.

RECOMMENDATION:

City Council approve a memorandum/resolution authorizing the City Manager, or designee, to accept an Airport Infrastructure Grant, with the Federal Aviation Administration, for the Terminal Passenger Mechanical & Security Improvements Project at Killeen Regional Airport.

DEPARTMENTAL CLEARANCES:

Finance Legal Purchasing

ATTACHED SUPPORTING DOCUMENTS:

Pre-Grant Application Presentation



City of Killeen Department of Aviation

June 9, 2025

Sarah Conner FAA-SW Region Texas Airports District Office, ASW 650 10101 Hillwood Parkway Fort Worth, TX 76177

Re: Killeen Regional Airport-GRK Grant Application AIP No. 3-48-0361-0XX-2025 Terminal Mechanical & Security Improvements FY2022–FY2025 BIL AIG Funds

Dear Ms. Conner,

Attached is the City of Killeen's FAA Grant Application for the Terminal Mechanical and Security Improvements Project at Killeen Regional Airport.

The City respectfully requests to utilize BIL AIG funds from FY22 through FY25 in the total amount of **\$5,390,372**, allocated as follows:

- FY22 AIG: \$1,436,878
- **FY23 AIG:** \$1,811,638
- FY24 AIG: \$1,784,499
- **FY25 AIG:** \$357,357 (Partial)

All required supporting documentation is included with this application.

If you have any questions or need additional information, please feel free to contact me at (254) 501-8700.

Thank you,.

Wilson

Mike Wilson Executive Director of Aviation

Enclosures

AIP Grant Application Checklist

AIRPORT NAME:	Killeen Regional Airport	DATE:	5/20/2025
SYSTEM FOR AWA	RD MANAGEMENT (SAM) CAGE CODE #:		
J6MNLASJ9	GC8		
SYSTEM FOR AWA	RD MANAGEMENT (SAM) EXPIRATION DATE:	03/20/2	026

This checklist (and attached instructions) is a tool to assist a grantee (airport sponsor) in identifying the requirements and considerations associated with preparing an Airport Improvement Program (AIP) grant application package for submittal to the FAA. Airport sponsors should read and consider each of the items carefully. Some of the items can be answered by simply checking the "Yes" and "No" boxes while others require providing additional information as part of the airport's request for AIP funds.

Ref.		Yes	No	N/A	Comments Attached
	ITEMS REQUIRED TO COMPLETE APPLICATION	DN R	EVI	EW:	
1.	Standard Form 424 (signed)	Y			
2.	Project Cost Breakdown (attached)	Y			
3.	Project Sketch (at the request of the ADO)	Y			
4.	Project Narrative (attached or within Form 5100-100/101 Part IV)	Y			
5.	Form 5100-100 (parts II – IV) (airport development grants) Form 5100-101 (parts II- IV) (planning grants)	Y			
6.	Bid Tabulations/Negotiated Amounts (attached or previously submitted to the ADO)	Y			
7.	Exhibit A (attached or previously submitted to the ADO)	Y			
8.	Title Certificate or Long Term Lease Agreement (at the request of the ADO)				N/A

Application for Federal Assistance SF-424							
* 1. Type of Subrr	nission:	* 2. Type of Application:	* If Revision, select appropriate letter(s):				
Preapplicati	ion	New					
Application		Continuation	* Other (Specify):				
Changed/Co	orrected Application	Revision					
* 3. Date Receive	d:	4. Applicant Identifier:					
5a. Federal Entity	Identifier:		5b, Federal Award Identifier:				
State Use Only:							
6. Date Received	by State:	7. State Application I	Identifier:				
8. APPLICANT IN	VFORMATION:						
* a. Legal Name:	City of Killeen						
F	payer Identification Nun	nber (EIN/TIN):	* c. UEI:				
74-6001504			J6MNLASJ9GC8				
d. Address:							
* Street1:	8101 Clear Cro	eek Rd					
Street2:	Box C						
* City:	Killeen						
County/Parish:	Bell						
* State:			TX: Texas				
Province:							
* Country:			USA: UNITED STATES				
* Zip / Postal Code	e : 76549-2673						
e. Organizationa	l Unit:						
Department Name	2		Division Name:				
Killeen Regio	onal Airport						
f. Name and con	tact information of pe	erson to be contacted on ma	tters involving this application:				
Prefix:	r.	* First Name	Mike				
Middle Name:							
* Last Name:	ilson						
Suffix:]					
Title: Executiv	e Director of Av	iation					
Organizational Affi	liation:						
* Telephone Numb	per: 254.501.8700		Fax Number: 254.501.8744				
* Email: mwilso	n@killeentexas.g	ov					

Application for Federal Assistance SF-424
* 9. Type of Applicant 1: Select Applicant Type:
C: City or Township Government
Type of Applicant 2: Select Applicant Type:
Type of Applicant 3: Select Applicant Type:
* Other (specify):
* 10. Name of Federal Agency:
Federal Aviation Administration, Southwest Region
11. Catalog of Federal Domestic Assistance Number:
20.106
CFDA Title:
Airport Improvement Program
* 12. Funding Opportunity Number:
AIP 3-48-0361-0XX-2025
* Title:
Airport Improvement Program
13. Competition Identification Number:
Title:
14. Areas Affected by Project (Cities, Counties, States, etc.):
Add Attachment Delete Attachment View Attachment
* 15. Descriptive Title of Applicant's Project:
Terminal Mechanical & Security Improvements-BIL AIG Funds FY22-\$1,436,878, FY23-\$1,811,638, FY24- \$1,784,499, and FY25-\$357,357(partial). Total AIG Funding request is \$5,390,372.
Attach supporting documents as specified in agency instructions. Add Attachments Delete Attachments

								_
Application f	or Federal Assistance S	SF-424						
16. Congressio	nal Districts Of:							
* a. Applicant	TX-031				* b. Program/Project TX-03	1		
Attach an additio	nal list of Program/Project Cong	gressional Districts	s if needed.					
			Add Attachment		Delete Attachment View	w Attachment		
17. Proposed P	oject:							
* a. Start Date:	09/01/2025				* b. End Date: 04/30	/2026		
18. Estimated F	unding (\$):							
* a. Federal	5.	,390,372.00						
* b. Applicant		283,704.00						
* c. State		0.00						
* d. Local		0.00						
* e. Other		0.00						
* f. Program Inco	me	0.00						
* g. TOTAL	5,	,674,076.00						
21. *By signing herein are true, comply with any	complete and accurate to	the best of my an award. Iam a	knowledge. I also ware that any false	opr e,fic	st of certifications** and (2) t ovide the required assurant titious, or fraudulent stateme	ces** and agree	to	
	ifications and assurances, or				is list, is contained in the anno	uncement or ager	ю	
Authorized Rep	esentative:							
Prefix:	c	* First	Name: Mike					
Middle Name:								
* Last Name: 🛛 🗑	ilson							
Suffix:								
Title: Exe	cutive Director of Av	iation						
* Telephone Num	per: 254.501.8700		F	Fax N	Number: 254.501.8744			
-	n@killeentexas.gov							
	norized Representative:			_		* Date Signed:	1/11	1-1
	Ziloo L					* Date Signed:	6/11/2	5
	ano L							



Killeen Regional Airport

Project Narrative – Terminal Mechanical & Security Improvements

The project includes replacing the outbound baggage system's computer server and software, which is over 10 years old, and upgrading the baggage claim carousels in the terminal, originally installed in 2004 and now beyond their useful life. Additionally, glass panels on Passenger Boarding Bridges at Gates 1 and 6 will be replaced, and the airport's emergency generator will be upgraded due to aging and declining reliability.

These improvements will enhance operational efficiency, safety, and the overall passenger experience. Upgraded baggage handling, enhanced security infrastructure, and a more reliable emergency power supply will reduce downtime, maintenance costs, and energy usage—while increasing comfort, safety, and operational continuity. The new emergency generator will ensure reliable power to critical life safety systems during emergencies.

The Security Improvements phase of this project replaces the airport's existing security cameras, access control systems, servers, and related hardware with modern, fully integrated technology. The new system will combine access control and video management functions to meet both current and future operational needs, while ensuring long-term technological and logistical support. The existing equipment, installed in 2014, has reached the end of its useful life, is no longer supported, and many components have failed or are no longer available, with replacement stock fully depleted. Modernized surveillance and access control systems will provide broader coverage and scalability to support future airport growth.

PROJECT COST BREAKDOWN

FEDERAL SHARE 95% / SPONSOR SHARE 5%

PROJECT NAME	BIL AIG FUNDS	SPONSOR	TOTAL
Terminal Mechanical & Security Imp Engineering Rebid	\$71,060	\$3,740	\$74,800
Terminal Mechanical & Security Imp Engineering CA/CM	\$574,275	\$30,225	\$604,500
Terminal Mechanical & Security Improvements - Construction	\$4,740,286	\$249,489	\$4,989,775
Independent Fee Estimate (IFE)	\$4,276	\$225	\$4,501
Administration Expense	\$475	\$25	\$500
Total	\$5,390,372	\$283,704	\$5,674,076

INCLUDE ANY ADDITIONAL INFORMATION

FY22 AIG: \$1,436,878 FY23 AIG: \$1,811,638 FY24 AIG: \$1,784,499 FY25 AIG (Partial): \$357,357 Total AIG: \$5,390,372



Application for Federal Assistance (Development and Equipment Projects)

PART II – PROJECT APPROVAL INFORMATION

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

PART II - SECTION B

Certification Regarding Lobbying

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

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

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

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

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

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

The Sponsor hereby represents and certifies as follows:

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

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

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

None

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

None

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

Yes

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

Yes

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

Yes

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

N/A

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

N/A

PART II - SECTION C (Continued)

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

None

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

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

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

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

N/A

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

N/A

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

OMB CONTROL NUMBER: 2120-0569 OMB EXPIRATION DATE: 8/31/2019

PART III - BUDGET INFORMATION - CONSTRUCTION

SECTION A – GENERAL

AIP

1. Federal Domestic Assistance Catalog Number: 21.106

2. Functional or Other Breakout:

Cost Classification	Latest Approved Amount (Use only for revisions)	Adjustment + or (-) Amount (Use only for revisions)	Total Amount Required
1. Administration expense			\$ 500
2. Preliminary expense			
3. Land, structures, right-of-way			
4. Architectural engineering basic fees			679,300
5. Other Architectural engineering fees (IFE)			4,501
6. Project inspection fees			
7. Land development			
8. Relocation Expenses			
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal			
11. Construction and project improvement			4,989,775
12. Equipment			
13. Miscellaneous			
14. Subtotal (Lines 1 through 13)			\$ 5,674,076
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			5,674,076
17. Less: Ineligible Exclusions (Section C, line 23 g.)			
18. Subtotal (Lines 16 through 17)			\$ 5,674,076
19. Federal Share requested of Line 18			5,390,372
20. Grantee share			283,704
21. Other shares			
22. TOTAL PROJECT (Lines 19, 20 & 21)			\$ 5,674,076

OMB CONTROL NUMBER: 2120-0569 OMB EXPIRATION DATE: 8/31/2019

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

SECTION D – PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE					
24. Grantee Share – Fund Categories	Amount				
a. Securities					
b. Mortgages					
c. Appropriations (by Applicant)					
d. Bonds					
e, Tax Levies					
f. Non-Cash					
g. Other (Explain):	283,704				
h. TOTAL - Grantee share	\$ 283,704				
25. Other Shares	Amount				
a, State					
b. Other					
c, TOTAL - Other Shares					
26. TOTAL NON-FEDERAL FINANCING	\$ 283,704				

SECTION E – REMARKS (Attach sheets if additional space is required)

Grantee share to be financed with PFC funds.

PART IV – PROGRAM NARRATIVE (Suggested Format)

PROJECT: Terminal Mechanical and Security Improvements

AIRPORT: Killeen Regional Airport

1. Objective:

The project includes replacing the outdated outbound baggage system's computer server and software and upgrading baggage claim carousels installed in 2004. Glass panels on Passenger Boarding Bridges at Gates 1 and 6 will also be replaced, along with the aging emergency generator. Security upgrades include replacing surveillance cameras, updating the video network infrastructure, and modernizing the access control system with new biometric and standard card readers integrated with cloud-based storage.

2. Benefits Anticipated:

These improvements will enhance operational efficiency, safety, and overall passenger experience. Upgraded baggage handling, enhanced security infrastructure, and a more reliable emergency power supply will reduce down-time, maintenance costs, and energy usage while increasing comfort, safety, and operational continuity. The new emergency generator will ensure reliable power to critical life safety systems during emergencies, and modernized surveillance & access control systems will provide broader coverage and scalability to support future airport growth.

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

The project will be designed per FAA airport design, international building codes, local building codes, and safety requirements. This being a joint-use airfield, coordination with the Army will be conducted both in design and construction of this project. Project delivery would be design, bid, build. The project will meet Buy American requirements, but will likely require a Type III Waiver as was discovered during the design phase.

4. Geographic Location:

Airport-wide, Terminal building at Killeen Regional Airport (Killeen, Texas)

5. If Applicable, Provide Additional Information:

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

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



810 Hesters Crossing Suite 210 Round Rock, TX 78681

TEL 512.485.0020 FAX 512.485.0021

www.GarverUSA.com

June 13, 2025

Killeen Regional Airport ATTN: Mr. Michael Wilson 8101 S. Clear Creed Road, Box C Killeen, Texas 76549

Re: Killeen Regional Airport (GRK) Terminal Passenger Mechanical and Security Improvements (City Bid 25-30) Recommendation of Award

Dear Mr. Wilson:

Bids were received for the "TERMINAL PASSENGER MECHANICAL AND SECURITY IMPROVEMENTS" project through the City of Killeen's OpenGov e-bidding site at 2:15 p.m. on May 20, 2025. A tabulation of the bids received is enclosed with this letter. A total of three (3) bids were received for the project.

The lowest responsive bidder was The Trevino Group Inc. with a submitted bid total of \$4,989,775. We have reviewed The Trevino Group Inc. qualifications and believe that The Trevino Group Inc. is qualified for this work based on project team experience.

The Trevino Group Inc. completed all Disadvantage Business Enterprises (DBE) forms but is unable to meet the DBE goal. They provided Good Faith Efforts (GFE) documentation with their bid and additional GFE documentation after bid opening at the Airport's request. The Solco Group, the Airport's DBE consultant, has recommended their GFE be accepted. The other bidders also could not achieve the DBE goal, which further validates their GFE. The Trevino Group Inc. has completed the Buy American form, stating they cannot comply with 100% Buy American Preferences, but will seek a Type III waiver from the FAA which they have already provided the necessary documentation and forms to Garver to submit.

Garver believes that the bid submitted by The Trevino Group Inc. is an acceptable bid for the Killeen Regional Airport. Contingent upon Federal Aviation Administration funding, we recommend that the construction contract for the "Passenger Terminal Mechanical and Security Improvements" project be awarded to The Trevino Group Inc. The total construction contract value would be **\$4,989,775**.

Attachments: Bid Tabulation, The Trevino Group Inc.'s DBE and Buy American Forms

Please call me if you have any questions.

Sincerely,

GARVER, LLC

Jacob Green, P.E.

SPEC. NO. C adse BID scHe 34 77 39.01 B adse BID scHe BASE BID 34 77 39.01 B BASE BID 34 77 39.01 B B B SS-120-301 G SS-120-301 G SS-120-301 G	SPEC. ESTIMA NO. DESCRPTION UNIT QUANI BASE BID SCHEDULE 4 - INBOUND BAGGAGE CAROUSEL REFURBISHMENT 34 77 39.01 [hbound Baggage Handling Carousel LS 1		BID OPENING: 5/20/2025; 2:15 PM	ENGINEER'S ESTIMATE	ESTIMATE	The Travin	The Trevino Groun Inc	Corris B	Corris Buildose	Volcon Estempion 11 C	011
IASE BID SCHE 34 77 39.01 BASE BID 34 77 39.01 BASE BID 34 77 39.01	EDULE A - INBOUND BAGGAGE CAROUSI Inbound Baggage Handing Carousel Returbissment	UNIT	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT	UNIT	AMOUNT	UNIT	AMOUNT		AMOUNT
34 77 39.01 BASE BID BASE BID 34 77 39.01 1 BASE BII	nbound Baggage Handling Carousel Refurbissment	EL REFURI	BISHMENT								
BASE BID 34 77 39.01 (BASE BIT SS-120-301 (SS-120-301 (rs	÷	\$1,760,000.00	\$1,760,000.00	\$1,449,254.37	\$1,449,254,37	\$2,079,000.00	\$2,079,000,00	\$832,000,00	\$832,000,00
BASE BID 34 77 39.01 k BASE BIC SS-120-301 (BASEB	ID SCHEDL	BASE BID SCHEDULE A SUBTOTAL	J	\$1,760,000.00		\$1,449,254.37	1	\$2,079,000 00		\$832,000,00
34 77 39.01 (0 BASE BIC SS-120-301	BASE BID SCHEDULE B - BHS CONTROL SYSTEM REPLACEMENT	REPLACEN	AENT								
BASE BIC SS-120-301	34 77 39.01 Outbound BHS Upper-Level Replacement	rs	1	\$420,000.00	\$420,000.00	\$992,569.45	\$992,569,45	\$638,000,00	\$638,000.00	\$672,000.00	\$672,000.00
SS-120-301	BASEB	ID SCHEDU	BASE BID SCHEDULE B SUBTOTAL	I	\$420,000.00	, J	\$992,569,45	1	\$638,000.00	1	\$672,000,00
	BASE BID SCHEDULE C - TERMINAL SECURITY IMPROVEMENTS	PROVEME	SIN								
1	SECURITY	ĽS	-	\$98,444.21	\$98,444.21	\$75,914,55	\$75,914,55	\$17,539.00	\$17,539.00	\$20,733.70	\$20,733.70
	EXISTING CAMERAS, REMOVED	ĽS.	-	\$127,239,23	\$127,239.23	\$30,866.38	\$30,866,38	\$63,937.00	\$63,937.00	\$75,580,70	\$75,580,70
	NEW CAMERAS, INSTALLED	ĽS	-	\$925,376,23	\$925,376.23	\$405,129.24	\$405,129,24	\$452,387,00	\$452,387.00	\$534,769.30	\$534,769,30
COMM	EXISTING BIO-READERS, REMOVED	LS.	+	\$31,584.20	\$31,584.20	\$48,504.32	\$48,504.32	\$6,920,00	\$6,920.00	\$8,180.90	\$8,180.90
	NEW BIOMETRIC CARDR EADERS OR APPROVED 2-STEP AUTHENTICATION CARD READER, INSTALLED	Ľ	-	\$221,089.44	\$221,089.44	\$108,351,59	\$108,351.59	\$68,074.00	\$68,074.00	\$80,471.30	\$80,471,30
	EXISTING CARD READERS, REMOVED	ĽS	-	\$9,024.05	\$9,024.05	\$49,055.50	\$49,055,50	\$9,195,00	\$9,195.00	\$10,870.60	\$10,870.60
COMM	NEW CARD READERS, INSTALLED	L,S,	-	\$36,916.60	\$36,916,60	\$451,531.11	\$451,531,11	\$180,291.00	\$180,291,00	\$213,125.90	\$213,125.90
	NEW COMMUNICATION INFRASTRUCTURE, INSTALLED	L.S.	F	\$123,055,35	\$123,055.35			\$50,153.00	\$50,153.00	\$59,286,50	\$59,286.50
COMM	NEW NETWORK SWITCH, INSTALLED	LS.	-	\$45,120,29	\$45,120,29	\$3,527,59	\$3,527,59	\$4,476.00	\$4,476.00	\$5,291.00	\$5,291.00
COMM	NEW MONITORING STATIONS, INSTALLED	L.S.	÷	\$33,224.94	\$33,224.94	\$70,551,74	\$70,551.74	\$51,656.00	\$51,656.00	\$61,063.60	\$61,063.60
COMM	ADDITIONAL PROGRAMMING, CABLING, HW, INSTALLED	L.S.	-	\$147,666,42	\$147,666,42	\$63,130.58	\$63,130,58;	\$849,171_00	\$849,171.00	\$1,003,808.00	\$1,003,808.00
ELEC	NEW ELECTRICAL INFRASTRUCTURE, INSTALLED	LS.	-	\$131,259,04	\$131,259.04	\$273,017.58	\$273,017,58	\$790,199.00	\$790,199.00	\$241,361.90	\$241,361.90
	BASEB	D SCHEDU	BASE BID SCHEDULE C SUBTOTAL	ļ	\$1,930,000.00	ļ	\$1,579,580,18		\$2,543,998.00		\$2,314,543,40
DDITIVE ALTER	ADDITIVE ALTERNATE 1 - EMERGENCY BACKUP GENERATOR REPLACEMENT	ATOR REP	LACEMENT								
26 32 13.13	26 32 13.13 Emergency Backup Generator Replacement	rs	F	\$940,000.00	\$940,000.00	\$543,053.00	\$543,053.00	\$560,000.00	\$560,000.00	\$599,171.25	\$599,171.25
	ADDITIVI	E ALTERNA	ADDITIVE ALTERNATE 1 SUBTOTAL	,	\$940,000.00		\$543,053,00		\$560,000,00		\$599,171,25

GARVER

1 of 2

Garver Project

					ENGINEER'S ESTIMATE	ESTIMATE	The Trevino Group Inc	troup Inc	Cerris I	Cerris Builders	Valcorp Enterprises, LLC	prises, LLC
NO.	NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT	UNIT	AMOUNT	UNIT	TNIONA		AMOUNT
	ADDITIVE A	ADDITIVE ALTERNATE 3 - INBOUND BAGGAGE CAROUSEL REPLACEMENT	USEL REPLA	CEMENT						NOOM		INDOWN
-	34 77 39.01	34 77 39.01 Inbound Baggage Handling Carousel Refurbishment	R	F	\$ (1,760,000.00) \$		(1,760,000,00) \$ (1,125,494.00) \$	(1,125,494,00) \$			\$ (832,000.00) \$	(832,000,00)
N	34 77 39.01		rs	÷	\$2,730,000.00	\$2,730,000.00	\$1,409,362.00	\$1,409,362.00		×	\$3,704,467.50	\$3,704,467,50
		ADDIT	VE ALTERNA	ADDITIVE ALTERNATE 3 SUBTOTAL	J	\$970,000,00	J	\$283,868.00	63			\$2,872,467,50
٩	DDITIVE ALTE	ADDITIVE AL TERNATE 4 - BOARDING BRIDGE IMPROVEMENTS: REPLACE GLASS PANELS, GATES 1 & 6	AENTS: REPL	ACE GLASS								
-	PLANS-1	Replace PBB Glass Panels (4), Gate 1	rs	-	\$75,000.00	\$75,000.00	\$70,725.00	\$70,725.00	\$79,000.00	\$79,000.00	\$81,225.30	\$81,225.30
2	PLANS-2	Replace PBB Glass Panels (4), Gate 6	LS	-	\$75,000.00	\$75,000,00	\$70,725,00	\$70,725.00	\$79,000.00	\$79,000,00	\$74,100.00	\$74,100.00
		ADDITI	VE ALTERNA	ADDITIVE ALTERNATE 4 SUBTOTAL	1	\$150,000.00	ļ	\$141,450.00	1	\$158,000.00	4	\$155,325,30
		7 7	OTAL BASE B JTAL ADDITIV O	TOTAL BASE BID SCHEDULES TOTAL ADDITIVE ALTERNATES OVERALL TOTAL	ļ	\$4,110,000.00 \$2,060,000.00 \$6,170,000.00	ē	\$4,021,404.00 \$968,371.00 \$4,989,775.00		\$5,260,998.00 \$718,000.00 \$5,978,998.00		\$3,818,543.40 \$3,626,964.05 \$7,445,507,45

Corrected Prices



2 of 2

AUTHORIZATION FOR CITY MANAGER TO ACCEPT A FEDERAL AVIATION ADMINISTRATION GRANT FOR TERMINAL MECHANICAL & SECURITY IMPROVEMENTS PROJECT

RS-25-112 July 15, 2025

Background

- 2
- The Killeen Regional Airport (KRA) staff has identified certain legacy equipment that has reached the end of its useful life. This project aims to enhance both mechanical and security improvements for the traveling public by updating older equipment, reducing maintenance costs, and improving passenger safety.
- Mechanical improvements include the inbound baggage carousel, emergency generator and outbound baggage control software.
 Security Improvements will consist of update the security system such as replacing cameras and access control equipment.

Discussion

- 6
- On September 13, 2023, the City applied for and received an FAA Airport Infrastructure Grant (AIG) in the amount of \$267,322, designated for the design phase of this project. This includes project administration, design services, bidding services, and other engineering fees.
- The FAA has now notified the City of an additional AIG grant for the construction phase of the Terminal Passenger Mechanical & Security Improvements project. However, the actual grant will be issued only after bids have been received and reviewed, with the grant offer based on the accepted bid amount.

Discussion

- 6
 - To comply with the FAA's timeline requirements for returning signed grant offers, staff is requesting that the City Council authorize the City Manager to accept a FAA Grant, for the Terminal Passenger Mechanical & Security Improvement Project, once the grant is accepted.
 - The grant will fund 95% of the costs, with matching funds coming from the FAA Passenger Facility Charge (PFC) Program Application approved by the FAA on March 14, 2025.

Recommendation

- 5
- City Council approve a memorandum/resolution authorizing the City Manager, or designee, to accept an Airport Infrastructure Grant, with the Federal Aviation Administration, for the Terminal Passenger Mechanical & Security Improvements project at Killeen Regional Airport.

City of Killeen



Staff Report

File Number: RS-25-113

Consider a memorandum/resolution authorizing the City Manager to accept a Federal Aviation Administration Grant for the Terminal Rehabilitation Design Project.

DATE:	July 15, 2025
то:	Kent Cagle, City Manager
FROM:	Mike Wilson, Executive Director of Aviation
SUBJECT:	Authorization for City Manager to accept a Federal Aviation Administration Grant for the Terminal Rehabilitation Design Project

BACKGROUND AND FINDINGS:

Killeen Regional Airport (KRA) Staff have identified critical passenger terminal infrastructure that has reached the end of its useful life. This project aims to enhance terminal safety and comfort for the traveling public by updating older equipment such as the elevators/escalators, public address system, fire control system, public restrooms, and curbside sidewalks. These improvements will reduce maintenance costs and improve passenger safety and comfort. Funding for this project will come from a grant provided by the Federal Aviation Administration (FAA).

The Airport has applied and expects to receive a grant from the FAA to cover the costs of the design of the project. This will include project administration, design services, bidding services, and other engineering fees.

To comply with the FAA's timeline requirements for returning signed grant offers, staff is requesting that the City Council authorize the City Manager to accept an FAA Grant for the Terminal Rehabilitation Design Project once the grant is received.

The grant will fund 95% of the costs, with matching funds coming from the FAA Passenger Facility Charge (PFC) Program Application approved by the FAA on March 14, 2025.

THE ALTERNATIVES CONSIDERED:

N/A

Which alternative is recommended? Why?

N/A

CONFORMITY TO CITY POLICY:

This item conforms to local and state policies.

FINANCIAL IMPACT:

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

The financial impact of this resolution will be determined after the bids are received and reviewed. Funding will be appropriated in the year-end budget amendment based on the grant funds awarded.

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

One-time

Is this revenue/expenditure budgeted?

No

If not, where will the money come from?

Funding will be appropriated in the year-end budget amendment based on the grant funds awarded.

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

Funding will be appropriated in the year-end budget amendment based on the grant funds awarded.

RECOMMENDATION:

City Council approve a memorandum/resolution authorizing the City Manager, or designee, to accept an Airport Infrastructure Grant, with the Federal Aviation Administration, for the Terminal Rehabilitation Design Project.

DEPARTMENTAL CLEARANCES:

Finance Legal Purchasing

ATTACHED SUPPORTING DOCUMENTS:

Pre-Grant Application Presentation



City of Killeen Department of Aviation

June 2, 2025

Sarah Conner FAA-SW Region Texas Airports District Office, ASW 650 10101 Hillwood Parkway Fort Worth, TX 76177

Re: Killeen Regional Airport-GRK Grant Application AIP No. 3-48-0361-0XX-2025 Terminal Rehabilitation Design FY2025 BIL AIG Funds

Dear Ms. Conner,

Attached is the City of Killeen's FAA Grant Application for the Terminal Rehabilitation Design at Killeen Regional Airport.

The City respectfully requests to utilize BIL AIG funds from FY25 in the total amount of \$950,000.

All required supporting documentation is included with this application.

If you have any questions or need additional information, please feel free to contact me at (254) 501-8700.

Thank you,.

mit Delan

Mike Wilson Executive Director of Aviation

Enclosures

AIP Grant Application Checklist

AIRPORT NAME: Killeen Regional Airport DATE: 6/3/2025 SYSTEM FOR AWARD MANAGEMENT (SAM) CAGE CODE #: J6MNLASJ9GC8 03/20/2026 SYSTEM FOR AWARD MANAGEMENT (SAM) EXPIRATION DATE: 03/20/2026

This checklist (and attached instructions) is a tool to assist a grantee (airport sponsor) in identifying the requirements and considerations associated with preparing an Airport Improvement Program (AIP) grant application package for submittal to the FAA. Airport sponsors should read and consider each of the items carefully. Some of the items can be answered by simply checking the "Yes" and "No" boxes while others require providing additional information as part of the airport's request for AIP funds.

Ref.		Yes	No	N/A	Comments Attached
	ITEMS REQUIRED TO COMPLETE APPLICATION	ON R	EVI	EW:	
1,	Standard Form 424 (signed)	Y			
2.	Project Cost Breakdown (attached)	Y			
3.	Project Sketch (at the request of the ADO)	Y			
4.	Project Narrative (attached or within Form 5100-100/101 Part IV)	Y			
5.	Form 5100-100 (parts II – IV) (airport development grants) Form 5100-101 (parts II- IV) (planning grants)	Y			
6.	Bid Tabulations/Negotiated Amounts (attached or previously submitted to the ADO)	Y			
7.	Exhibit A (attached or previously submitted to the ADO)	Y			
8.	Title Certificate or Long Term Lease Agreement (at the request of the ADO)				N/A

OMB Number: 4040-0004 Expiration Date: 12/31/2022

Application	for Federal Assista	ince SF-424	
* 1. Type of Su		* 2. Type of Application:	* If Revision, select appropriate letter(s):
Preapplic		New	
Applicatio		Continuation	* Other (Specify):
Changed	/Corrected Application	Revision	
* 3. Date Recei	ved:	4. Applicant Identifier:	
5a. Federal Ent	ity Identifier:		5b. Federal Award Identifier:
<u></u>			
State Use Onl	y:		
6. Date Receive	ed by State:	7. State Application	Identifier:
8. APPLICANT	INFORMATION:		
* a. Legal Name	City of Killeen		
* b. Employer/T	axpayer Identification Nur	nber (EIN/TIN):	* c, UEI:
74-6001504			J6MNLASJ9GC8
d. Address:			
* Street1:	8101 Clear Cr	eek Rd	
Street2:	Box C		
* City:	Killeen		
County/Parish	Bell		
* State:			TX: Texas
Province:			
* Country:			USA: UNITED STATES
* Zip / Postal Co	ode: 76549-2673		
e. Organization	nal Unit:		
Department Nar	ne:		Division Name:
Killeen Reg	ional Airport		
f. Name and co	ontact information of pe	erson to be contacted on ma	atters involving this application:
Prefix:	Mr.	* First Name	e. Mike
Middle Name:			
	Wilson		
Suffix:			
Title: Execut:	ive Director of Av	viation	
Organizational A	filiation		
* Telephone Nur	mber: 254.501.8700		Fax Number: 254.501.8744
* Email: mwils	son@killeentexas.g	JOV	

9. Type of Applicant 1: Select Applicant Type:	
C: City or Township Government	
Type of Applicant 2: Select Applicant Type:	
Type of Applicant 3: Select Applicant Type:	
ype of Applicant 5. Select Applicant Type.	
Other (specify):	
10. Name of Federal Agency:	<u> </u>
Federal Aviation Administration, Southwest Region	
1. Catalog of Federal Domestic Assistance Number:	
20.106	
SFDA Title:	
Nirport Improvement Program	
12. Funding Opportunity Number:	
AIP 3-48-0361-0XX-2025	
Title:	
3. Competition Identification Number:	
itle:	
4. Areas Affected by Project (Cities, Counties, States, etc.):	
Add Attachment Delete Attachment View Attachment	
15. Descriptive Title of Applicant's Project:	
erminal Rehabilitation Design-BIL AIG Funds FY25-\$950,000.	
erminal Rehabilitation Design-BIL AIG Funds FY25-\$950,000.	
erminal Rehabilitation Design-BIL AIG Funds FY25-\$950,000.	

Application for Federal Assistance SF-424						
16. Congressional Districts Of:						
* a. Applicant	TX-031			* b. Program/Project TX-03	1	
Attach an additio	onal list of Program/Project Cor	ngressional Distric	ts if needed.			
1			Add Attachment	Delete Attachment Vie	w Attachment	
17. Proposed P	Project:					
* a. Start Date:	09/01/2025			* b. End Date: 04/30)/2026	
18. Estimated F	Funding (\$):					
* a. Federal		950,000.00	n a chuir an			
* b. Applicant		50,000.00				
* c. State		0.00				
* d. Local		0.00				
* e. Other		0.00				
* <u>f</u> . Program Inco	ome	0.00				
*g. TOTAL 1,000,000.00						
 * 19. Is Application Subject to Review By State Under Executive Order 12372 Process? a. This application was made available to the State under the Executive Order 12372 Process for review on b. Program is subject to E.O. 12372 but has not been selected by the State for review. 						
C. Program is not covered by E.O. 12372.						
Yes	* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.) Yes No If "Yes", provide explanation and attach					
			Add Attachment	Delete Attachment View	w Attachment	
herein are true comply with an subject me to c	, complete and accurate to y resulting terms if I accept riminal, civil, or administrat tifications and assurances, or	o the best of m an award. I am a tive penalties. (U	y knowledge. I also aware that any false, J.S. Code, Title 218, S	list of certifications** and (2) t provide the required assuran fictitious, or fraudulent stateme ection 1001) this list, is contained in the anno	ces** and agree to ents or claims may	
Authorized Rep	Authorized Representative:					
Middle Name:	ir. Vilson	* Firs	tName: Mike			
* Title: Exe	ecutive Director of A	viation				
* Telephone Num	ber: 254.501.8700		Fa	x Number: 254.501.8744		
	on@killeentexas.gov			Fac		
-	thorized Representative:				* Date Signed:	

PROJECT COST BREAKDOWN

FEDERAL SHARE 95% / SPONSOR SHARE 5%

PROJECT NAME	BIL AIG FUNDS	SPONSOR	TOTAL
Terminal Rehabilitation Design	\$945,250	\$49,750	\$995,000
Independent Fee Estimate	\$4,275	\$225	\$4,500
Administration Expense	\$475	\$25	\$500
Total	\$950,000	\$50,000	\$1,000,000

FY2025 AIG Funds - \$950,000



Killeen Regional Airport

Project Narrative - Terminal Rehabilitation Design

The terminal, built in the early 2000s, is now over 20 years old, with many systems and components in need of rehabilitation. Planned improvements include refurbishing public elevators and escalators, replacing the fire control panel and alarm system, upgrading the public address system, and rehabilitating the curbside walkway. The project also includes renovating the original public restrooms and replacing the Preconditioned Air (PCAir) units on boarding bridges 1 and 6, which have reached the end of their useful life.

The proposed improvements will modernize essential terminal systems, extending their service life and enhancing airport operations. Upgrading elevators and escalators ensures continued ADA compliance, while replacing the aging PA and fire control systems improves safety. Additionally, the Pre-Conditioned Air (PCAir) units on boarding bridges 1 and 6, which have reached the end of their useful life, will be replaced to maintain comfort and efficiency.



U.S. Department of Transportation Federal Aviation Administration

Application for Federal Assistance (Development and Equipment Projects)

PART II - PROJECT APPROVAL INFORMATION

	Part II - SECTION A			
The term "Sponsor" refers to the applica	nt name provided in box 8 of the associated SF-	424 form.		
Item 1. Does Sponsor maintain an active registr (www.SAM.gov)?	ration in the System for Award Management	X Yes	🗌 No	
Item 2. Can Sponsor commence the work ident grant is made or within six months after	ified in the application in the fiscal year the the grant is made, whichever is later?	X Yes	🗌 No	□ N/A
Item 3. Are there any foreseeable events that w provide attachment to this form that lists	ould delay completion of the project? If yes, the events.	☐ Yes	X No	□ N/A
Item 4. Will the project(s) covered by this reque environment that require mitigating mea mitigating measures to this application a environmental document(s).	sures? If yes, attach a summary listing of	🗌 Yes	🗙 No	□ N/A
Item 5. Is the project covered by this request ind Charge (PFC) application or other Feder identify other funding sources by checking		X Yes	No	🗌 N/A
I The project is included in an approv	ed PFC application.			
If included in an approved PFC				
does the application only addre	ss AIP matching share? 🛛 Yes 🗌 No			
☐ The project is included in another Fe	ederal Assistance program. Its CFDA number is b	elow.		
Item 6. Will the requested Federal assistance in 2 CFR Appendix VII to Part 200, States Indirect Cost Proposals?	clude Sponsor indirect costs as described in and Local Government and Indian Tribe	Yes	X No	□ N/A
If the request for Federal assistance incl the Sponsor proposes to apply:	udes a claim for allowable indirect costs, select t	he applicat	ole indired	t cost rate
De Minimis rate of 10% as perm	itted by 2 CFR § 200.414.			
Negotiated Rate equal to on	% as approved by (Date) (2 CFR part 200, appendix VII).	(the	Cogniza	nt Agency)
Note: Refer to the instructions for limitati	ions of application associated with claiming Spon	sor indirec	t costs.	

PART II - SECTION B

Certification Regarding Lobbying

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

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

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

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

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

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

PART II - SECTION C

The Sponsor hereby represents and certifies as follows:

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

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

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

None

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

None

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

Yes

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

Yes

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

Yes

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

N/A

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

N/A

PART II - SECTION C (Continued)

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

None

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

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

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

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

N/A

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

N/A

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

PART III - BUDGET INFORMATION - CONSTRUCTION

SECTION A – GENERAL

AIP

1. Federal Domestic Assistance Catalog Number: 21.106

2. Functional or Other Breakout:

Cost Classification	Latest Approved Amount (Use only for revisions)	Adjustment + or (-) Amount (Use only for revisions)	Total Amount Required
1. Administration expense			\$ 500
2. Preliminary expense			
3. Land, structures, right-of-way			
4. Architectural engineering basic fees			995,000
5. Other Architectural engineering fees (IFE)			4,500
6. Project inspection fees			
7. Land development			
8. Relocation Expenses			
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal			
11. Construction and project improvement			
12. Equipment			
13. Miscellaneous			
14. Subtotal (Lines 1 through 13)			\$ 1,000,000
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			1,000,000
17. Less: Ineligible Exclusions (Section C, line 23 g.)			
18. Subtotal (Lines 16 through 17)			\$ 1,000,000
19. Federal Share requested of Line 18			950,000
20. Grantee share			50,000
21. Other shares			
22. TOTAL PROJECT (Lines 19, 20 & 21)			\$ 1,000,000

OMB CONTROL NUMBER: 2120-0569 OMB EXPIRATION DATE: 8/31/2019

SECTION C – EXCLUSIONS			
	23. Classification (Description of non-participating work)	Amount Ineligible for Participation	
a.	й Т		
b.			
С.			
d,			
e.			
f.			
g.	Total		

SECTION D – PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE		
24. Grantee Share – Fund Categories	Amount	
a. Securities		
b. Mortgages		
c. Appropriations (by Applicant)		
d. Bonds		
e. Tax Levies		
f. Non-Cash		
g. Other (Explain):	50,000	
h. TOTAL - Grantee share	\$ 50,000	
25. Other Shares	Amount	
a. State		
b. Other		
c. TOTAL - Other Shares		
26. TOTAL NON-FEDERAL FINANCING	\$ 50,000	

SECTION E – REMARKS (Attach sheets if additional space is required)

Grantee share to be financed with PFC funds.

PART IV – PROGRAM NARRATIVE (Suggested Format)

AIRPORT: Killeen Regional Airport	
1. Objective:	
The terminal, built in the early 2000s, is now over 20 years old, with many systems and co rehabilitation. Planned improvements include refurbishing public elevators and escalators panel and alarm system, upgrading the public address system, and rehabilitating the curb also includes renovating the original public restrooms and replacing the PreConditioned A bridges 1 and 6, which have reached the end of their useful life.	, replacing the fire control side walkway. The project
2. Benefits Anticipated:	
The proposed improvements will modernize essential terminal systems, extending their se airport operations. Upgrading elevators and escalators ensures continued ADA compliance PA and fire control systems improves safety. Additionally, the Pre-Conditioned Air (PCAir) 1 and 6, which have reached the end of their useful life, will be replaced to maintain comfo	e, while replacing the aging) units on boarding bridges
3. Approach: (See approved Scope of Work in Final Application)	
The project will be designed per FAA airport design, international building codes, local bui requirements. This being a joint-use airfield, coordination with the Army will be conducted construction of this project. Project delivery would be design, bid, build. The design may ir a multiphase construction.	both in design and
4. Geographic Location:	
Airport-wide, Terminal building at Killeen Regional Airport (Killeen, Texas)	
5. If Applicable, Provide Additional Information:	
6. Sponsor's Representative: (include address & telephone number) Mike Wilson, Executive Director of Aviation, Killeen Regional Airport	

RS-25-113 July 15, 2025

FEDERAL AVIATION ADMINISTRATION GRANT AUTHORIZATION FOR TERMINAL REHABILITATION DESIGN

Background

- 2
- The Killeen Regional Airport (KRA) staff has identified critical passenger terminal infrastructure that has reached the end of its useful life. This project aims to enhance terminal safety and comfort for the traveling public by updating older equipment.
- Project scope includes the elevators/escalators, public address system, fire control system, public restrooms, and curbside sidewalks. These improvements will reduce maintenance costs and improve passenger safety and comfort.

Discussion

- 6
- The Airport intends to apply for and receive a grant to cover the costs of the design of the project. This will include project administration, design services, bidding services, and other engineering fees.
- To comply with the FAA's timeline requirements for returning signed grant offers, staff is requesting that the City Council accept a FAA Grant for the Terminal Rehabilitation Design Project once the grant is received.

Discussion

- 6
- The grant will fund 95% of the costs, with matching funds coming from the FAA Passenger Facility Charge (PFC) Program Application approved by the FAA on March 14, 2025.

Recommendation

- 5
- City Council approve a resolution authorizing the City Manager, or designee, to accept an Airport Infrastructure Grant, with the Federal Aviation Administration, for the Terminal Rehabilitation Design Project at Killeen Regional Airport.

City of Killeen



Staff Report

File Number: RS-25-114

Consider a memorandum/resolution awarding Bid Number 25-31, Airfield Lighting Control Monitoring System for Killeen Regional Airport to KOBO Utility Construction, in the amount of \$470,000.00.

- DATE: July 15, 2025
- TO: Kent Cagle, City Manager

FROM: Mike Wilson, Executive Director of Aviation

SUBJECT: Award Bid No. 25-31, Airfield Lighting Control and Monitoring System

BACKGROUND AND FINDINGS:

On June 18, 2024, the City Council approved a resolution allowing the City of Killeen to enter into an Intergovernmental Support Agreement (IGSA) with Fort Hood to provide new and expanded airfield maintenance services for Robert Gray Army Airfield (RGAAF) and Yoakum Defrenn Army Heliport (YDAH). The IGSA became effective October 1, 2024.

In August 2024, Fort Hood Directorate of Public Works (DPW) requested to contract with the City of Killeen, utilizing the new IGSA, once it was approved, for the purchase and installation of a new Airfield Lighting Control and Monitoring System (ALCMS) for RGAAF.

The ALCMS is a vital component of airport infrastructure that manages and monitors runway and taxiway lighting. It allows air traffic control personnel to remotely control lighting systems, including runway edge, threshold, and approach lights, enabling quick adjustments based on operational needs. The current system has become increasingly unreliable, requiring frequent manual interventions by staff. Temporary "band-aid" fixes are being applied to maintain functionality, but this approach is inefficient and not sustainable long-term.

The ongoing degradation of the system poses significant operational risks and could compromise airfield safety and efficiency without a proper upgrade.

On December 3, 2024, the City Council authorized the Aviation Department, through the IGSA, to purchase and install a new ALCMS for the RGAAF.

An invitation for bid was advertised in the Killeen Daily Herald on May 4 and May 11, 2025. The invitation for bid was also advertised and bid specifications were available for download on the City's website and various bidding websites used by the City for procurements.

At the close of specified time for bids at 2:00 PM, Tuesday, June 17, 2025, 4 sealed bids were
received from the following companies in the following amounts:

BidderTotal Bid PriceKOBO Utility Construction\$ 470,000.00F&W Electrical Contractors, Inc.\$ 500,000.00Vellutini Corporation DBA Royal Electric Company\$ 536,700.00TTG Electric Co. Inc.\$ 472,597.00

Staff has determined the bid from KOBO Utility Construction is a responsible and responsive bid which meets the minimum requirements established in the specifications.

THE ALTERNATIVES CONSIDERED:

N/A

Which alternative is recommended? Why?

N/A

CONFORMITY TO CITY POLICY:

This item conforms to local and state policies.

FINANCIAL IMPACT:

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

The total expenditure for FY 2025 is \$470,000.00

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

One-time expenditure.

Is this revenue/expenditure budgeted?

Yes, funds are available in the Aviation Fund in account 340-56201-900-600-924016.

If not, where will the money come from?

N/A

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

Yes

RECOMMENDATION:

City Council authorize the award of Bid 25-31, Airfield Lighting Control and Monitoring System at Killeen Regional Airport, to KOBO Utility Construction, in the amount of \$470,000.00, and authorize the City Manager or designee to execute any and all contract documents in accordance with State and Local Law.

DEPARTMENTAL CLEARANCES:

Finance Legal Purchasing

ATTACHED SUPPORTING DOCUMENTS:

Contract Recommendation of Award and Bid Tab Certificate of Interested Parties Presentation

00 52 00 CONTRACT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT

THIS AGREEMENT is by and between	City of Killeen	("Owner") and
KOBO Utility	Construction Corp.	("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

ARTICLE 2 – THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **Replacement of the existing airfield lighting control and monitoring system** (ALCMS) at the following locations:
 - A. West Airfield Lighting Vault
 - B. East Airfield Lighting Vault
 - C. Air Traffic Control Tower (ATCT)
 - D. North Approach lighting shelter
 - E. South Approach lighting shelter

ARTICLE 3 – ENGINEER

- 3.01 The Project has been designed by **Garver, LLC**.
- 3.02 The Owner has retained **Garver, LLC** ("Engineer") to act as Owner's representative, and to have the rights, responsibilities, duties, and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

- 4.01 *Time of the Essence*
 - A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 4.02 Contract Times: Days
 - A. The Work will be substantially completed within the following number of days after the date when the Contract Times commence to run as provided in Section 80-07 of the General Provisions, and completed and ready for final payment in accordance with Section 90-09 of the General Provisions within the following number of days after the date when the Contract Times commence to run.
 - B. Parts of the Work shall be substantially completed on or before the following Milestone(s):
 - 1. Milestone 1 Procurement Period Contract time will be suspended for procurement of materials and will commence after a Notice to Procure is issued.

- 2. Milestone 2 Substantial Completion 60 Calendar Days as specified in Paragraph 4.02.A after a Notice to Proceed is issued.
- 3. Milestone 3 Final Acceptance 30 Calendar Days after Substantial Completion

4.03 Liquidated Damages

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
 - Milestones: Contractor shall pay Owner <u>\$1,500</u> for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.B above for achievement of Milestone 2, until Milestone 2 is achieved.

Contractor shall pay Owner **<u>\$1,500</u>** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.B above for achievement of Milestone 3, until Milestone 3 is achieved.

2. Liquidated damages for failing to timely attain Substantial Completion and Milestones are additive and will be imposed concurrently.

4.04 Special Damages

A. Not Used.

ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:
 - A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item):
 - B. The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. Estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer and Owner.

ARTICLE 6 – PAYMENT PROCEDURES

- 6.01 Submittal and Processing of Payments
 - A. Applications for Payment shall be made in accordance with Section 90-06 of the General Provisions. Applications for Payment will be processed by Engineer as provided in the General Provisions.
- 6.02 *Progress Payments; Retainage*
 - A. Progress payments and retainage shall be in accordance with Section 90-06 of the General Provisions.
- 6.03 Final Payment
 - A. Upon final completion and acceptance of the Work in accordance with Section 50-15 of the General Provisions, Owner shall pay the remainder of the Contract Price as recommended

by Engineer as provided in Section 90-09 of the General Provisions, minus any damages as described in Paragraphs 4.03 and 4.04.

ARTICLE 7 – INTEREST

7.01 Not Used.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 - A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
 - B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all laws and regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Special Provisions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Special Provisions, especially with respect to Technical Data in such reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Special Provisions, especially with respect to Technical Data in such reports and drawings.
 - E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.
 - F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
 - G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
 - H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
 - I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
 - J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.
 - K. The Contractor hereby represents and warrants to and for the benefit of the Owner that:

- 1. The Contractor has reviewed and understands the prevailing wage rate requirements and will provide any further verified information, certification or assurance of compliance as may be required by the Owner.
- 2. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Owner to recover as damages against the Contractor any loss, expense or cost (including without limitation attorney's fees) incurred by the Owner resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Owner). While the Contractor has no direct contractual privity with the State, as a lender to the Owner for the funding of its Project, the Owner and the Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the State.

ARTICLE 9 – CONTRACT DOCUMENTS

- 9.01 Contents
 - A. The Contract Documents consist of the following:
 - 1. Executed Contract
 - 2. Addenda (if any)
 - 3. Advertisement for Bids
 - 4. Instructions to Bidders
 - 5. Bid Form
 - 6. Bid Bond
 - 7. List of Proposed Subcontractors
 - 8. Wage Rates
 - 9. Qualification Statement
 - 10. City of Killeen General Terms and Conditions
 - 11. Conflict of Interest Questionnaire
 - 12. Notice of Award
 - 13. Contract
 - 14. Performance Bond
 - 15. Payment Bond
 - 16. General Provisions
 - 17. Special Provisions
 - 18. Supplemental Specifications as listed in the Table of Contents
 - 19. Technical Specifications as listed in the Table of Contents
 - 20. Drawings
 - 21. Certificates of Insurance
 - 22. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid

- 23. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Provisions.

ARTICLE 10 – MISCELLANEOUS

- 10.01 Terms
 - A. Terms not otherwise defined herein and used in this Agreement will have the meanings stated in the General Provisions and the Special Provisions.
- 10.02 Assignment of Contract
 - A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 10.03 Successors and Assigns
 - A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.
- 10.04 Severability
 - A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- 10.05 Contractor's Certifications
 - A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of

Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

- 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
- 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

Killeen Regional Airport (GRK)

GRK ALCMS Replacement

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

OWNER:	CONTRACTOR:
	Kobo Utility Construction Corp
Ву:	By: Kar Kevin sineil
Title:	Title: President
	(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)
Attest:	Attest: Maney Onel
Title:	Title: <u>Secretary</u>
Address for giving notices:	Address for giving notices: <u>P.O. Box 578</u> Sandwich, MA 02563
	License No.: <u>42337</u> (where applicable)

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COMMONWEALTH OF MASSACHUSETTS CONTRACTOR AUTHORIZED SIGNATORY LISTING

CONTRACTOR LEGAL NAME: KOBO Utility Construction Corp. **CONTRACTOR VENDOR/CUSTOMER CODI**

INSTRUCTIONS: Any Contractor (other than a sole-proprietor or an individual contractor) must provide a listing of individuals who are authorized as legal representatives of the Contractor who can sign contracts and other legally binding documents related to the contract on the Contractor's behalf. In addition to this listing, any state department may require additional proof of authority to sign contracts on behalf of the Contractor, or proof of authenticity of signature (a notarized signature that the Department can use to verify that the signature and date that appear on the Contract or other legal document was actually made by the Contractor's authorized signatory, and not by a representative, designee or other individual.)

NOTICE: Acceptance of any payment under a Contract or Grant shall operate as a waiver of any defense by the Contractor challenging the existence of a valid Contract due to an alleged lack of actual authority to execute the document by the signatory.

For privacy purposes DO NOT ATTACH any documentation containing personal information, such as bank account numbers, social security numbers, driver's licenses, home addresses, social security cards or any other personally identifiable information that you do not want released as part of a public record. The Commonwealth reserves the right to publish the names and titles of authorized signatories of contractors.

AUTHORIZED SIGNATORY NAME	TITLE
Kevin Michael D'neil	President
a war formas	
and the second	

I certify that I am the President, Chief Executive Officer, Chief Fiscal Officer, Corporate Clerk or Legal Counsel for the Contractor and as an authorized officer of the Contractor I certify that the names of the individuals identified on this listing are current as of the date of execution below and that these individuals are authorized to sign contracts and other legally binding documents related to contracts with the Commonwealth of Massachusetts on behalf of the Contractor. I understand and agree that the Contractor has a duty to ensure that this listing is immediately updated and communicated to any state department with which the Contractor does business whenever the authorized signatories above retire, are otherwise terminated from the Contractor's employ, have their responsibilities changed resulting in their no longer being authorized to sign contracts with the Commonwealth or whenever new signatories are designated.

JL C Signature

Date: 4/4/25

Issued May 2004

Title: President Telephone: 508-898-2255 Fax: 508=888-2224 Email: estimating @Koboutility, com

[Listing can not be accepted without all of this information completed.]

A copy of this listing must be attached to the "record copy" of a contract filed with the department.

COMMONWEALTH OF MASSACHUSETTS CONTRACTOR AUTHORIZED SIGNATORY LISTING

CONTRACTOR LEGAL NAME : CONTRACTOR VENDOR/CUSTOMER CODE:

Issued May 2004

PROOF OF AUTHENTICATION OF SIGNATURE

This page is optional and is available for a department to authenticate contract signatures. It is recommended that Departments obtain authentication of signature for the signatory who submits the Contractor Authorized Listing.

This Section MUST be completed by the Contractor Authorized Signatory in presence of notary.

Signatory's full legal name (print or type): Kevin Michael O'Neil

Title: President

Ke

AUTHENTICATED BY NOTARY OR CORPORATE CLERK (PICK ONLY ONE) AS FOLLOWS:

I, Malisa Fearing (NOTARY) as a notary public ter the signature of the aforementioned signatory above and I verified the individual's identity on this safe Witnessed

April 4 ,20 25.

My commission expires on: 9/21/29

SEAL

I, <u>Mancy O'heil</u> (CORPORATE CLERK) certify that I witnessed the signature of the aforementioned signatory above, that I verified the individual's identity and confirm the individual's authority as an authorized signatory for the Contractor on this date:

pril 1 ,20 25

AFFIX CORPORATE SEAL

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810 Hesters Crossing Suite 210 Round Rock, TX 78681 TEL 512,485,0020 FAX 512,485,0021

June 18, 2025

Killeen Regional Airport ATTN: Mr. Michael Wilson 8101 S. Clear Creek Road, Box C Killeen, Texas 76549

Re: Killeen Regional Airport (GRK) ALCMS Replacement (City Bid No. 25-31) Recommendation of Award

Dear Mr. Wilson:

Bids were received for the "GRK ALCMS Replacement" project through the City of Killeen's OpenGov e-bidding site at 2:00 p.m. on June 17th, 2025.

A total of four (4) bids were received on the project. KOBO Utility Construction submitted the low bid for the project in the amount of \$470,000.00.

We have reviewed the submitted bid documents and believe that the bid submitted by KOBO Utility Construction represents a good value for the City of Killeen and complies with the contract documents for the project. We recommend that the construction contract for the "GRK ALCMS Replacement" project be awarded to KOBO Utility Construction. The total construction contract value would be \$470,000.00.

Please call me if you have any questions.

Sincerely,

GARVER, LLC

Jacob Green, P.E. **Project Manager**

CITY OF KILLEEN KILLEEN REGIONAL AIRPORT	
UNIT PRICES - BASE BID	
ALCMS REPLACEMENT	

ITEM NO.	SPEC. NO. DESCR	PTION UNIT		JANTITY	UNIT PRICE	AMOUNT	
1	C-105-6.1	MOBILIZATION (MAXIMUM 10% OF TOTAL BID)	LS	1	\$	45,500.00	\$ 45,500.00
2	SS-120-3.1	CONSTRUCTION SAFETY AND SECURITY	LS	1	\$	14,700.00	\$ 14,700.00
3	SS-300-5.1	LOCKOUT/TAGOUT AND CONSTANT CURRENT REGULATOR CALIBRATION PROCEDURES	LS	1	\$	12,500.00	\$ 12,500.00
4	SS-300-5.2	ALCMS CONTROL SYSTEM INSTALLATION	LS	1	\$	358,700.00	\$ 358,700.00
5	SS-301-5.1	EXISTING WEST VAULT ALCMS EQUIPMENT, DEMOLISHED	LS	1	\$	9,950.00	\$ 9,950.00
6	SS-301-5.2	EXISTING EAST VAULT ALCMS EQUIPMENT, DEMOLISHED	LS	1	\$	8,550.00	\$ 8,550.00
7	SS-301-5.3	EXISTING ATCT ALCMS EQUIPMENT, DEMOLISHED	LS	1	\$	10,500.00	\$ 10,500.00
8	SS-301-5.4	EXISTING NORTH APPROACH ALCMS EQUIPMENT, DEMOLISHED	LS	1	\$	4,800.00	\$ 4,800.00
9	SS-301-5.5	EXISTING SOUTH APPROACH ALOMS EQUIPMENT, DEMOLISHED	LS	1	\$	4,800.00	\$ 4,450.00

\$

See official published Bid Tab. Amount corrected to \$4,800 which brings total – contract amount to \$470,000 469,650.00

FORM 129		RESTED PARTIES	CERTIFICATE OF INTE
OFFICE USE ONLY	OFF		Complete Nos. 1 - 4 and 6 if the Complete Nos. 1, 2, 3, 5, and 6
		tion Corp. or Contract for the busice of the city, state and country of the busice of the busice of the contract for the cont	entity's place of business. <u>LOBO Utility Constru</u> Name of governmental entity or state which the form is being filed.
ck or identify the contract	ncy to track or ide ntract.	d by the governmental entity or state ag or services to be provided under the c	City of Killeen, T Provide the identification number us and provide a description of the good RS-31 ALCMS Re
f Interest (check applicable	Nature of Interes	City, State, Country	
lling Intermediary	Controlling	(place of business)	Name of Interested Party
		rty.	Check only if there is NO Interested P
		I swear, or affirm, under penalty of perjur Kell Signature of authorized a Kellin D'Neil which, witness my hand and seal of office.	T
entract Coverdin	Contra	Metica Fearing Printed name of officer administering oath	Malise Fearing Signature of officer administering oath

RS-25-114 July 15, 2025

CONTRACT AWARD FOR BID 25-31, AIRFIELD LIGHTING CONTROL AND MONITORING SYSTEM

Background

- 2
- On June 18, 2024, The City Council approved a resolution allowing the City of Killeen to enter into an Intergovernmental Support Agreement (IGSA) with Fort Hood to provide new and expanded airfield maintenance services for Robert Gray Army Airfield (RGAAF) and Yoakum Defrenn Army Heliport (YDAH).
- □ The IGSA became effective October 1, 2024.

- 3
- In August of 2024, Fort Hood Directorate of Public Works (DPW) requested to contract with the City of Killeen, utilizing the new IGSA, once it was approved, for the purchase and installation of a new Airfield Lighting Control and Monitoring System (ALCMS) for Robert Gray Army Airfield (RGAAF).
- The Airfield Lighting Control & Monitoring System (ALCMS) is a vital component of airport infrastructure that manages and monitors runway and taxiway lighting. It allows ATC personnel to remotely control lighting systems, including runway edge, threshold, and approach lights, enabling quick adjustments based on operational needs.

- 4
 - The system has become increasingly unreliable, requiring frequent manual interventions by staff. Temporary fixes are being applied to maintain functionality, but this approach is inefficient and not sustainable long-term.
 - The ongoing degradation of the system poses significant operational risks and could compromise airfield safety and efficiency without a proper upgrade.

- On December 3, 2024, the City Council authorized the Aviation Department, through the IGSA, to purchase and install a new ALCMS for the RGAAF.
- Advertising began on May 4, 2025
- Local Newspaper
- City Website
- Multiple Statewide electronic bidding sites
- □ Bids were opened on June 17, 2025, at 2:15 PM

- 6
- □ Four (4) bids were received.
- KOBO Utility Construction
- □ F&W Electrical Contractors, Inc
- Vellutini Corporation
- TTG Electric Co. Inc.

\$470,000.00 \$500,000.00 \$536,700.00 \$472,597.00

KOBO Utility Construction was the apparent low bidder. Staff has also identified their bid as responsible and responsive.

Recommendation

- 7
- Staff recommends City Council authorize the purchase of an ALCMS at Robert Gray Army Airfield, in the amount of \$470,000.00 to KOBO Utility Construction and that the City Manager or designee be authorized to execute any and all contract documents in accordance with State and Local Law.

City of Killeen



Staff Report

File Number: RS-25-115

Consider a memorandum/resolution granting a utility easement to Bartlett Electric Cooperative, Inc. to provide power to the EOC/Fire Station #4 Complex.

DATE: July 15, 2025

TO: Kent Cagle, City Manager

FROM: Andrew Zagars, P.E., City Engineer

SUBJECT: Consider a memorandum/resolution granting a utility easement to Bartlett Electric Cooperative, Inc. to provide power to the EOC/Fire Station #4 Complex

BACKGROUND AND FINDINGS:

The fiscal year (FY) 2022 Capital Improvement Plan includes the Emergency Operations Complex (EOC) project as a funded project for design and construction with \$11.9 million in ARPA funding. On May 3, 2022, the City Council approved a motion of direction moving the FY 2021 excess balance from the General fund to the Governmental CIP fund allowing construction of a new Fire Station #4 (the City's ninth fire station). On June 14, 2022, the City Council approved the land purchase from the Killeen Independent School District to accommodate both the EOC project and Fire Station #4.

On February 20, 2024, the City Council approved the award of construction contract with Cerris Builders Inc, formally MW Builders, in the amount of \$22,184,000.00.

As a part of the construction, the electrical utility services are constructed and connected to the facilities. Bartlett Electrical Cooperative, Inc. provides the electrical power in this area. In order to provide power, a transformer, electrical service, and meter are needed. On November 19, 2024, the city council approved the service agreement for this location. Since approval of the service agreement, the final location of the transformer was set on the fire station complex property which resulted in the need for a utility easement. Bartlett will need the utility line and transformer location to be located within a defined easement since they are responsible for any maintenance and repairs to those portions of the electrical service.

THE ALTERNATIVES CONSIDERED:

N/A

Which alternative is recommended? Why?

N/A

CONFORMITY TO CITY POLICY:

This item conforms to state and local policies.

FINANCIAL IMPACT:

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

N/A

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

N/A

Is this revenue/expenditure budgeted?

N/A

If not, where will the money come from?

N/A

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

N/A

RECOMMENDATION:

Staff recommends that the City Council authorize the City Manager, or designee, to execute and provide a utility easement to Bartlet Electric Cooperative, Inc., to provide power to the EOC/Fire Station #4 Complex.

DEPARTMENTAL CLEARANCES:

Fire Department Finance Legal

ATTACHED SUPPORTING DOCUMENTS:

Easement Presentation

ELECTRIC UTILITY EASEMENT AND COVENANT OF ACCESS



STATE OF TE2	XAS
COUNTY OF	Bell

§ §

KNOW ALL MEN BY THESE PRESENTS:

 $_{\rm of}$ Bell City of Killeen That County, Texas (hereinafter referred to as "Grantor," whether one or more), for the provision of electric service or other good and valuable consideration received the receipt and sufficiency of which is deemed valuable to Grantor and which is hereby expressly acknowledged and accepted by Grantor from Bartlett Electric Cooperative, Inc., a Texas non-profit electric cooperative corporation, whose mailing address, and physical address of 27492 Highway 95, Bartlett, Texas 76511 (hereinafter referred to as "Cooperative"), does hereby grant and convey unto the Cooperative, its successors and assigns, an easement and right-of-way for one or more electric lines and communication devices and/or lines for electric operations and/or maintenance, each consisting of a variable number of wires and circuits, and all necessary and desirable appurtenances and attachments including, but not limited to, poles, crossarms, guy wires and guy anchorages of varying heights and/or depths ("Easement"), on, over, under, across, along and upon all that certain land in Bell County, Texas (hereinafter referred to as "Grantor's Property") more particularly described in Exhibit "A", attached hereto and incorporated herein by reference for all purposes.

The Easement and its rights and privileges herein granted shall include the right of pedestrian and vehicular ingress and egress on, over, under, across, along and upon Grantor's Property and shall be used for the purposes of providing electric utility service to Grantor and/or others (overhead or underground), including, but not limited to, placing, constructing, reconstructing, operating, inspecting, patrolling, maintaining, removing, improving, upgrading, increasing or reducing the capability, capacity and number of circuits, repairing, and relocating electric and/or communication lines and/or devices, or distribution facilities or equipment, as well as reading any meter or performing any act relating to the provision of utility service.

This Easement, together with all rights and privileges herein granted, shall be a covenant running with the land for the benefit of the Cooperative, its successors and assigns, and such rights and privileges are severable and may be assigned in whole, or in part, as the Cooperative may desire. Grantor covenants that Grantor, Grantor's heirs, successors and assigns shall facilitate and assist Cooperative personnel in exercising Cooperative's rights and privileges herein described at all reasonable times.

The Cooperative shall also have the right to use so much of the remainder of Grantor's Property as may be reasonably necessary to provide electric utility service including, but not limited to, construction, installation, repair and removal of the facilities that may at any time be necessary, at Cooperative's sole discretion, for the purposes herein specified. In exercising its ingress and egress rights under this instrument, the Cooperative shall use existing roads on Grantor's Property to the extent practicable, and otherwise the Cooperative shall use commercially reasonable efforts to exercise the rights granted in this paragraph in a manner that minimizes the Cooperative's interference with Grantor's use of Grantor's Property.

Should the Grantor erect locked gates or other barriers that include, but not limited to, hostile dogs, the Grantor will provide the Cooperative with convenient means to circumvent the barrier for access without notice. Refusal on the part of the Grantor to provide reasonable access for the above purposes may, at the Cooperative's option, be sufficient cause for discontinuance of service. Alternatively, the Cooperative may move the metering location and other facilities and charge Grantor the cost of relocating all facilities.

The Cooperative shall have the right to clear the Easement of all obstructions or to prevent possible interference with or hazards to the safety, operation, and reliability of any of said lines and/or facilities or devices, including, but not

limited to, trimming, cutting down, and/or chemically treating trees, undergrowth, and shrubbery within the Easement or within such proximity of the Cooperative's facilities so as to be hazardous to such facilities. Grantor shall not construct or locate any structure, building, or obstruction including, but not limited to, impound any water or place any temporary or permanent erection of any mast-type equipment or appurtenances, stock tanks, dams, storage piles, swimming pools, antenna, spas, water wells, and/or oil wells within the Easement that will violate any applicable safety codes or interfere with Cooperative's rights and privileges as herein granted. Cooperative has the right to install, use, maintain, and lock access gates, and to remove or prevent construction on the Easement of any or all buildings, structures, and obstructions at Grantor's expense.

Grantor agrees that the consideration received by the Grantor includes consideration for all damages for the initial construction of the Cooperative's facilities on Grantor's Property as well as all damages, if any, to Grantor's Property which may occur in the future after the initial construction of the Cooperative's facilities on Grantor's Property, directly resulting from the Cooperative's exercise of any of its rights herein granted. The Cooperative shall not be liable for any damages caused by maintaining the easement clear of trees, undergrowth, brush, buildings, structures, and/or obstructions.

Grantor warrants that Grantor is the owner of Grantor's Property and has the right to execute this instrument. Grantor warrants that there are no liens existing against Grantor's Property other than the following liens: N/A

Grantor agrees that all of Cooperative's facilities installed on, over, under, across, along and upon Grantor's Property shall remain the sole property of Cooperative, removable at the sole option of the Cooperative.

TO HAVE AND TO HOLD the Easement and rights unto the Cooperative, its successors and assigns, until all of the Cooperative's lines and facilities shall be abandoned by a fully executed and recorded release of Grantor's Property by the Cooperative and not by removal of any or all Cooperative facilities, and in that event the Easement shall cease and all rights herein granted shall terminate and revert to Grantor, Grantor's heirs, successors or assigns; AND GRANTOR HEREBY BINDS GRANTOR, AND GRANTOR'S HEIRS, EXECUTORS, ADMINISTRATORS, AND SUCCESSORS, TO WARRANT AND FOREVER DEFEND THE EASEMENT AND RIGHTS HEREIN GRANTED UNTO THE COOPERATIVE, ITS SUCCESSORS AND ASSIGNS, AGAINST EVERY PERSON WHOMSOEVER LAWFULLY CLAIMING OR TO CLAIM THE SAME OR ANY PART THEREOF.

Grantor	Grantor	······································
Kent Cagle, City Manager City of Killeen, Texas		
	ACKNOWLEDGEMENT	
THE STATE OF TEXAS	§ 8	
COUNTY OF	§	
	before me on the day of	
by	, the person(s) named as Grantor(s) on the	first page of this document.

Notary Public, State of Texas

THE STATE OF TEXAS	§			
COUNTY OF	\$ \$			
	0			
This instrument was acknowledged before	ore me on the	day of	, 20,	
by	[nam	ne],	[titl	e]
of [name of	<i>entity</i>], a Texas		[type of entity – e.g., corporation	n,
limited liability company, limited liabili	ity partnership] on	behalf of said		
	[type of entity]			
		Notary	Public, State of Texas	

A METES AND BOUNDS DESCRIPTION OF A 0.076 ACRE ELECTRIC EASEMENT

BEING a 0.076 acre (3,327 square feet) tract of land situated in the William H. Cole Survey, Abstract No. 200, City of Killeen, Bell County, Texas; and being a portion of Lot 1, Block 1 of KISD Satellite Transportation Facility, plat of which is recorded in Document No. 2023048368; described in Warranty Deed to City of Killeen, recorded in Document No. 2023018191, both in the Official Public Records Bell County; and being more particularly described as follows:

COMMENCING at a ½-inch iron rod with cap stamped "M&A" found on the easterly boundary of W. Trimmier Rd (80 foot wide right-of-way), marking the northwest corner of said Lot 1, Block 1, marking the northern most southwest corner of Lot 1, Block 1 of KISD Satellite Transportation Facility, Replat No. One, recorded in Document No. 2023010106, Official Public Records Bell County, the southwesterly line of a 57-foot passage easement, recorded in Document No. 201413419, both in the Official Public Records Bell County;

THENCE, along the northwestern boundary of said Lot 1, Block 1 and the southwesterly line of said passage easement and said water easement the following two (2) calls:

- 1. North 68°49'19" East, 343.89 feet to the **POINT OF BEGINNING** and the northwest corner of the herein described tract;
- 2. North 68°49'19" East, 20.00 feet to a point for corner;

THENCE, crossing into said Lot 1, Block 1 the following six (6) calls:

- 1. South 19°59'53" East, 130.21 feet to a point for corner;
- 2. South 51°46'53" West, 36.72 feet to a point for corner;
- 3. South 68°49'19" West, 19.07 feet to a point for corner;
- 4. North 21°10'41" West, 15.07 feet to a point for corner;
- 5. North 51°46'53" East, 36.06 feet to a point for corner;
- 6. North 19°59'53" West, 115.33 feet to the **POINT OF BEGINNING**, and containing 0.076 acres of land in Bell County, Texas. The basis of this description is the Texas State Plane Coordinate System, Central Zone (FIPS 4203) (NAD'83). All distances are on the Grid and shown in U.S. Survey Feet. This description was generated on 5/21/2025 at 7:54 AM, based on geometry in the drawing file K:\SNA_Survey\066082204-Killeen Fire Station\Dwg\Exhibits\066082204-Killeen Fire Station BEC Easement.dwg, in the office of Kimely-Horn and Associates in San Antonio, Texas.

John G. Mosie

JOHN G. MOSIER REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6330 10101 REUNION PLACE, SUITE 400 SAN ANTONIO, TEXAS 78216 PH. 210-541-9166 greg.mosier@kimley-horn.com

5/22/2025

JOHN G. MOSIER

6330

EXHIBIT OF A 0.076 ACRE ELECTRIC EASEMENT WILLIAM H. COLE SURVEY,

ABSTRACT NO. 200 CITY OF KILLEEN, BELL COUNTY, TEXAS

	Eunion Place, Su nio, Texas 782		»> 	Tel. No. (210) 5 www.kimley-hor	
<u>Scale</u>	<u>Drawn by</u>	Checked by	<u>Date</u>	Project No.	Sheet No.
N/A	MRH	JGM	5/22/2025	066082204	1 OF 2

HOWARD, MICHAEL 5/22/2025 6:25 AM K:\SNA_SURVEY\066082204-KILLEEN FIRE STATION\DWG\EXHIBITS\0.076 ACRE BEC EASEMENT.DWG



HOWARD, MICHAEL 5/22/2025 6:25 AM K:\SNA_SURVEY\066082204-KILLEEN FIRE STATION\DWG\EXHIBITS\0.076 ACRE BEC EASEMENT.DWG

COMPLEX RS-25-115 July 15, 2025

EASEMENT FOR THE EOC/FIRE STATION NO. 4 COMPLEX

Background

- 2
- FY 2022 Capital Improvement Plan included the EOC project as funded with \$11.9M in ARPA funding.
- On May 3, 2022, the City Council approve the use of the FY 2021 excess balance of the General Fund for construction of a new Fire Station #4.
- As part of the construction, utility services are constructed and connected to the facilitates. Bartlett Cooperative Inc, provides the electrical service in this area.

Background

- On November 19th, 2024, the City Council approved the service agreement with Bartlett Cooperative Inc.
- Since the approval of the agreement, Bartlett completed the design and installation of the power service to the EOC/Fire Station #4 complex and installed a power feed and transformer on the site.
- In order to close out the project and complete the agreement with Bartlett, the power feed and transformer need to be within a utility easement.

Recommendation

Staff recommends that the City Council authorize the City Manager, or designee, to execute and provide a utility easement to Bartlett Electric Cooperative, Inc., to provide power to the EOC/Fire Station #4 Complex.

City of Killeen



Staff Report

File Number: RS-25-116

Consider a memorandum/resolution approving a one-year License Agreement with Environmental Systems Research Institute, Inc. for the Geographic Information System division, in the amount of \$55,781.29.00.

DATE:	July 15, 2025
то:	Kent Cagle, City Manager
FROM:	Andrew Zagars, P.E., City Engineer
SUBJECT:	Approve a one-year License Agreement with Environmental Systems Research Institute, Inc. for the Geographic Information System division

BACKGROUND AND FINDINGS:

Environmental Systems Research Institute, Inc. (ESRI) provides essential geographic information system (GIS) services and software to City staff and community members through internal and external websites. ESRI is an international supplier of GIS services and software, and their ArcGIS software is an open and interoperable technology platform that provides mapping, analysis, and data management.

The City uses ESRI services and software to provide layers of authoritative data, map services, and web applications. GIS consists of hardware, software, and methods designed to support the data capture, processing, analysis, modeling, and display of geospatial data. The data includes property boundaries, utility features, sanitary/storm sewer features, U.S census blocks, street centerlines, discrete addresses, zoning, fire districts, political boundaries, and several years of aerial photography.

ESRI products are used by various City staff to access custom mapping and data. Additionally, City departments and the general public also have use of web-based ESRI GIS solutions. Staff requests approval of a one-year contract with ESRI in the amount of \$55,781.29.

THE ALTERNATIVES CONSIDERED:

N/A

Which alternative is recommended? Why?

N/A

CONFORMITY TO CITY POLICY:

This purchase will be made using Texas DIR Cooperative Contract DIR-CPO-4699. 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 revenue/expenditure in the current fiscal year? For future years?

This is a one-time expenditure for FY 2025 is \$55,781.29.

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

This is a one-time expense.

Is this revenue/expenditure budgeted?

Yes, funding is available in Information Technology Fund, Software Subscription account 627-54300-180-181-000000.

If not, where will the money come from?

N/A

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

Yes

RECOMMENDATION:

Staff recommends that the City Council approve a one-year contract for ESRI GIS software license using Texas DIR-CPO-4699 contract in the amount of \$55,781.29 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:

IT Purchasing Finance Legall

ATTACHED SUPPORTING DOCUMENTS:

Quote

Master Agreement DIR-CPO-4699 (State Contract Summary Sheet) Contract Verification Form Certificate of Interested Parties Presentation


Esri Inc 380 New York St Redlands CA 92373-8118

Subject:	Renewal Quotation
Date: To: Organization: Fax #:	05/29/2025 Derrick McBride City of Killeen Information Technology & GIS Dept 254-501-3496 Phone #: 254-501-6384
From: Fax #: Email:	Barbara Walker 909-307-3083 Phone #: + 19093693936 Ext. 3936 bwalker@esri.com
Number of pages transmitted (including this cover sheet):	Quotation #262856766Document Date: 05/29/2025
your term current may to discontinue your co- benefits and services. If your quote is reg following website for at your licensing level http://www.esri.com/a All maintenance fees payable if you decide t Please note: Certain benefits. Complimenta and software and data Customers who have r option of supporting so For information about purchase order terms a http://www.esri.com/l If you have any quest	hed quotation for your forthcoming term. Keeping entitle you to exclusive benefits, and if you choose verage, you will become ineligible for these valuable garding software maintenance renewal, visit the details regarding the maintenance program benefits apps/products/maintenance/qualifying.cfm from the date of discontinuation will be due and to reactivate your coverage at a later date. programs and license types may have varying ary User Conference registrations, software support, updates are not included in all programs. multiple copies of certain Esri licenses may have the ome of their licenses with secondary maintenance. t the terms of use for Esri products as well as and conditions, please visit legal/licensing/software-license.html ions or need additional information, please contact 88-377-4575 option 5.



Phone: + 190936939363936 Fax #: 909-307-3083

Quotation

Date:	05/29	9/2025	Quotation Number: 26285676	Contract Number	r: 00298018.1		
Date: 05/29/2025 City of Killeen Information Technology 101 E Avenue D Killeen TX 76541-5236 Attn: Derrick McBride Email: dmcbride@killeentexas.gov Phone: 254-501-6384 Customer Number: 13798 For questions regarding this document place		City of Informa 101 E A Killeen Attn: Derri Email: dmo Phone: 25		tion Technology venue D TX 76541-5236 ck McBride bride@killeentexas.gov -501-6384 Jumber: 13798		380 New York Stree Redlands, CA 92373 Attn: Barbara Wa Please include the follo on your Purchase Order Environmental Syste P.O. Box 741076 Los Angeles, CA 90	ems Research Institute, Indet 3-8100 alker wing remittance address r: ems Research Institute, Ind
		megarding this document, plea	ase contact Customer Service at 888-377-457	5. Unit Price	Extended Price		
Subje	ct to t	erms and conditions of	State of Texas DIR-CPO-4699				
10	1	52384 ArcGIS Desktop Adva Start Date: 08/28/20 End Date: 08/27/202		3,501.06 nance	3,501.06		
1010	6	52385		1,410.50	8,463.00		
		Start Date: 08/28/20 End Date: 08/27/202	-	ntenance			
2010	2	Start Date: 08/28/20 End Date: 08/27/202 86497	25 26 dard Concurrent Use Primary Maintena 25	1,763.13	3,526.26		

able to continue to deliver value through enhancements to products, solutions, and capabilities.

Your renewal provides access to all the benefits you are familiar with, which you can review at https://go.esri.com/maintenance For questions related to the price change, please reach out to your assigned Esri Account Manager.

Quotation is valid for 90 days from document date.

Any estimated sales and/or use tax has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state taxes directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

To expedite your order, please reference your customer number and this quotation number on your purchase order.



Quotation Page 2

ate: 05/2		Contract Numbe	
em Qty	Material#	Unit Price	Extended Price
	ArcGIS Desktop Standard Concurrent Use Secondary Maintenance Start Date: 08/28/2025 End Date: 08/27/2026		
010 1	87194 ArcGIS Desktop Basic Concurrent Use Primary Maintenance Start Date: 08/28/2025 End Date: 08/27/2026	816.08	816.08
010 8	87195 ArcGIS Desktop Basic Concurrent Use Secondary Maintenance Start Date: 08/28/2025 End Date: 08/27/2026	584.35	4,674.80
010 1	87232 ArcGIS Spatial Analyst for Desktop Concurrent Use Primary Mainten Start Date: 08/28/2025 End Date: 08/27/2026	584.35 nance	584.35
010 2	87233 ArcGIS Spatial Analyst for Desktop Concurrent Use Secondary Main Start Date: 08/28/2025 End Date: 08/27/2026	231.73 tenance	463.46
010 1	87198 ArcGIS 3D Analyst for Desktop Concurrent Use Primary Maintenanc Start Date: 08/28/2025 End Date: 08/27/2026	584.35 e	584.35
010 1	98696 ArcGIS Publisher for Desktop Concurrent Use Primary Maintenance Start Date: 08/28/2025 End Date: 08/27/2026	584.35	584.35
0010 1	87192 ArcGIS Desktop Basic Single Use Primary Maintenance Start Date: 08/28/2025 End Date: 08/27/2026	463.45	463.45



Quotation Page 3

Date: 05 tem C		0/2025 Quotation Number: 26285676 Material#	Contract Numbe	Extended Price
1010	3	87193 ArcGIS Desktop Basic Single Use Secondary Maintenance Start Date: 08/28/2025 End Date: 08/27/2026	352.63	1,057.89
2010	1	93303 ArcGIS Desktop Standard Single Use Primary Maintenance Start Date: 08/28/2025 End Date: 08/27/2026	1,763.13	1,763.13
3010	1	98134 ArcGIS Data Interoperability for Desktop Concurrent Use Primary Start Date: 08/28/2025 End Date: 08/27/2026	609.54 / Maintenance	609.54
4010	1	100571 ArcGIS Network Analyst for Desktop Concurrent Use Primary Ma Start Date: 08/28/2025 End Date: 08/27/2026	584.35 aintenance	584.35
5010	1	100572 ArcGIS Network Analyst for Desktop Concurrent Use Secondary Start Date: 08/28/2025 End Date: 08/27/2026	231.73 Maintenance	231.73
6010	1	121805 ArcGIS Production Mapping for ArcGIS Desktop Concurrent Use Start Date: 08/28/2025 End Date: 08/27/2026	2,921.75 Maintenance	2,921.75
7010	1	161326 ArcGIS Enterprise Advanced Up to Four Cores Maintenance Start Date: 08/28/2025 End Date: 08/27/2026	11,863.31	11,863.31
8010	1	165533	393.93	393.93



Quotation

Page 4

Date: 05/29/2025		9/2025	Quotation Number: 26285676	Contract Number: 00298018.1		98018.1
ltem	Qty	Material#		Unit Price	E	ktended Price
		ArcGIS Online M	10bile Worker User Type Annual Subscription			
		Start Date: 08/2	28/2025			
		End Date: 08/2	7/2026			
		Subscription ID:	8286211266			
				Item Subtotal		55,781.29
				Estimated Tax		0.00
				Total	USD	55,781.29

DUNS/CEC: 06-313-4175 CAGE: 0AMS3



[®] Redlands, CA 92373-8118 Phone: + 190936939363936 Fax #: 909-307-3083

Jotation

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Date:	05/29	/2025	Quotation No: 26285676	Customer No: 13798	Contract No	:00298018.1
Item	Qty	Material#			Unit Price	Extended Price

Renew online by using a credit card, purchase order, or by requesting an invoice at https://www.esri.com/en-us/guote-order/renew.

If there are any changes required to your quotation please respond to this email and indicate any changes in your invoice authorization.

If you choose to discontinue your support, you will become ineligible for support benefits and services. All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your support coverage at a later date.

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at

http://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at http://assets.esri.com/content/dam/esrisites/media/legal/ma-full/ma-full.pdf apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at

http://www.esri.com/en-us/legal/terms/state-supplemental apply to some state and local government purchases. All terms of this guotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the guotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, EA, GSA, BPA) on your ordering document.

Master Agreement Products and Services



Agreement No. 00342564.0

This Master Agreement ("**Agreement**") is between the entity shown below ("**Customer**") and **Environmental Systems Research Institute, Inc.** ("**Esr**i"), a California corporation with a place of business at 380 New York Street, Redlands, California 92373-8100 USA.

This Agreement is the sole and entire agreement of the parties as to the subject matter of this Agreement and supersedes any previous agreements, understandings, and arrangements relating to such subject matter. Neither party has relied on any statement, representation, or warranty not expressly stated in this Agreement. This Agreement comprises this signature page, the terms and conditions that begin on the following page, and all referenced attachments. Except for Product or Service descriptions, quantities, pricing, and delivery instructions, or as agreed in an Ordering Document signed by both parties, all terms included in any Ordering Document are void and of no effect. Any modification(s) or amendment(s) to this Agreement must be in writing and signed by both parties.

The parties may sign this Agreement in counterparts or via electronic signatures; such execution is valid even if an original paper document bearing both parties' original signatures is not delivered. This Agreement is executed and effective as of the last date signed below.

The authorized representatives of each party accept and agree to the terms of this Agreement by signing below:

City of Killeen (Customer)		Environmenta (Esri)	I Systems Research Institute, Inc.
Signature:		Signature:	Annette Kazandjian (Jun 20, 2025 17:45 POT)
Printed Name:	Kent Cagle	Printed Name:	Annette Kazandjian
Title:	City Manager	Title:	Managing Business Attorney
Date:		Date:	Jun 20, 2025
	Customer Cor	ntact Information	1
Contact:		Telephone:	
Address:		Fax:	
City, State, ZIP: _		Email:	

- h. **"Development Use"** means the right to install and use Products to build and test Value-Added Applications as described in the Documentation.
- i. **"Failover License"** means a license to install Software on redundant systems for failover operations, but the redundantly installed Software may be operational only during the period the primary site is nonoperational. Except for system maintenance and updating of databases, the redundant Software installation(s) will remain dormant while the primary site (or any other redundant site) is operational.
- j. "Named User(s)" is Customer's employee, agent, consultant, or contractor to whom Customer has assigned a unique, secure login credential (identity) enabling access to a Product that requires such identity in order to access identity-managed capabilities within a Product for Customer's exclusive benefit. For educational use, Named Users may include registered students.
- k. **"Named User Credential(s)"** means an individual person's login and associated password enabling that person to access and use Products.
- I. "Named User License" means the right for a single Named User to use a specific Esri Offering.
- m. "Online Services Subscription" means a limited-term subscription conveying the right for one or more Named Users to access and use Online Services.
- n. "Redistribution License" means a license to reproduce and distribute Software provided that
 - 1. Customer reproduces and distributes the Software in its entirety;
 - 2. A license agreement that protects the Software to the same extent as this Agreement accompanies each copy of the Software, and the recipient agrees to the terms and conditions of the license agreement;
 - 3. Customer reproduces all copyright and trademark attributions and notices; and
 - 4. Customer does not charge a fee to others for the use of the Software.
- o. **"Server License"** means a license to install and use Software on any computer being used as a server. Server Licenses may be subject to a limited number of server cores or distributed deployment on multiple servers as described in the Ordering Documents or Documentation. If the Software description includes failover use rights, each Server License includes a Failover License.
- p. **"Sharing Tools"** means publishing capabilities included with Customer's authorized use of Online Services or ArcGIS Enterprise that allow Customer to make Customer Content and Value-Added Applications available to third parties or Anonymous Users.
- q. "Single Use License" means a license for a single authorized end user to install and use Software on a single computer. The single authorized end user may also install a second copy for the end user's exclusive use on a second computer as long as only 1 copy of Software is in use at any time. No other end user may use Software under the same license at the same time for any other purpose.
- r. **"Staging Server License"** means a license to use Software under a Server License to build and test Value-Added Applications and map caches; conduct user acceptance, performance, and load testing of other thirdparty software; stage new commercial data updates; and conduct training activities as described in the Documentation. Customer may use Value-Added Applications and map caches with Development and Deployment Server Licenses.

2.2 License and Subscription Types. Esri provides Products under one or more of the license or subscription types identified in the definitions above. The Documentation and Ordering Documents identify which license or subscription type(s) applies to the ordered Products.

2.3 Software Terms of Use.

- a. Customer may
 - 1. Install, access, or store Software and Data on electronic storage device(s);
 - 2. Make archival copies and routine computer backups;
 - 3. Install and use a newer version of Software concurrently with the version to be replaced during a reasonable transition period not to exceed 6 months, provided that the deployment of either version does not exceed Customer's licensed quantity; thereafter, Customer will not use more Software in the aggregate than Customer's total licensed quantity. This concurrent use right does not apply to Software licensed for Development Use;
 - 4. Move Software in the licensed configuration to a replacement computer;

that enable access to Customer Content that is not publicly shared through the use of Sharing Tools must require individual users to log in to the application(s) with their unique Named User login credentials.

- 5. Customer may not provide a third party, other than third parties included within the definition of Named Users, with access to Software or Online Services, other than through Customer's Value-Added Application(s).
- 6. Customer may transfer Value-Added Applications to any third party for use in conjunction with the third party's own Software license or Online Services Subscription.

2.7 Limited-Use Programs.

- a. **Trial, Evaluation, and Beta Programs.** Products acquired under a trial, evaluation, or Beta program are licensed for evaluation and testing purposes only and not for commercial use. Any such use is at Customer's own risk, and the Products do not qualify for Maintenance. If Customer does not convert to a purchased license or subscription prior to the expiration of the trial, evaluation, or Beta license, Customer may lose any Customer Content and customizations made during the license term. If Customer does not wish to purchase a license or subscription, Customer should export such Customer Content before the license expires.
- b. Educational Programs. Customer agrees to use Products provided under an educational program solely for educational purposes during the educational use Term. Customer shall not use Products for any Administrative Use unless Customer has acquired an Administrative Use license. "Administrative Use" means administrative activities that are not directly related to instruction or education, such as asset mapping, facilities management, demographic analysis, routing, campus safety, and accessibility analysis. Customer shall not use Products for revenue-generating or for-profit purposes.
- c. **Grant Programs.** Customer may use Products provided under a grant program for noncommercial purposes only. Except for cost recovery of using and operating the Products, Customer shall not use Products for revenue-generating or for-profit purposes.
- d. **Other Esri Limited-Use Programs.** If Customer acquires Products under any limited-use program not listed above, Customer's use of the Products may be subject to the terms set forth in the applicable launching page or enrollment form or as described on Esri's website in addition to the nonconflicting terms of this Agreement.

3.0 DATA

3.1 Definitions. The following definitions supplement the definitions provided in Attachment A:

- a. **"Business Listing Data"** means any dataset that includes a list of businesses and may include other associated business attributes.
- b. "Esri Content Package(s)" means a digital file containing Online Services basemap Data extracted from the Online Services.
- c. "Street Data" means Data that includes or depicts information about roads, streets, and related features.

3.2 Permitted Uses.

- a. Unless otherwise authorized in writing, Customer may only use Data with the Products for which Esri has provided the Data.
- b. Subject to the restrictions set forth in this Agreement and provided that Customer affixes an attribution statement to the Data representations acknowledging Esri or its applicable licensor(s) as the source of the portion(s) of the Data used for the Data representation, Customer may:
 - 1. Create representations of Data in hard-copy or static, electronic format (e.g., PDF, GIF, JPEG, HTML); in ArcGIS Web Maps; or in Esri Story Maps apps for the purposes of visualizing Data (including basic interactions such as panning, zooming, and identifying map features with simple pop-ups); and
 - 2. Use and include such representations of Data in presentation packages, marketing studies, or other reports or documents containing map images or data summaries derived from the use of Esri Products to third parties.

5.2 Permitted Uses. Customer may use, copy, and modify Deliverables solely in conjunction with Customer's authorized use of Products.

5.3 Task Orders and Project Schedule.

- a. Esri will provide Professional Services and Deliverables as specified in the Task Order.
- b. Each Task Order will reference this Agreement and specify the commencement date and, if known, the period of performance.
- c. Task Orders may have the format shown in Attachment C or any other agreed-upon format.
- d. Each party will identify, in writing, the project manager who is responsible for Professional Services and Deliverables described in Task Orders. By written notice to the other party's technical administrator, either party may replace the project manager at any time with a similarly qualified person.
- e. Other than pricing and descriptions of Professional Services to be performed, terms and conditions in a Task Order are not binding unless both parties have signed the Task Order. The terms of a signed Task Order take precedence over conflicting terms in this Agreement.
- 5.4 Ownership of Deliverables. Esri or its licensors own and retain ownership of Deliverables.

5.5 Acceptance.

- a. For Firm Fixed Price Task Orders. Unless otherwise agreed to in the applicable Task Order, Customer will complete its acceptance review within 10 working days of receiving each Deliverable and classify the Deliverables as follows:
 - 1. "DELIVERABLE ACCEPTED" means a Deliverable conforming to the applicable Task Order with no more than minor nonconformities.
 - 2. "DELIVERABLE ACCEPTED WITH REWORK" means a Deliverable substantially conforming to the applicable Task Order but having a significant number of identified nonconformities and accepted subject to rework by Esri. Esri will rework the Deliverable for the identified nonconformities and resubmit it within 30 days. Customer will rerun its acceptance review for the nonconformities detected in the initial review within 10 working days of such resubmission and will reclassify the Deliverable as either DELIVERABLE ACCEPTED or DELIVERABLE REJECTED.
 - 3. "DELIVERABLE REJECTED" means a Deliverable that fails to substantially conform to applicable Task Order(s). Esri will rework the Deliverable and resubmit it to Customer within 30 days, at which time Customer will have 10 working days to rerun its acceptance review and reclassify the deliverable as either DELIVERABLE ACCEPTED or DELIVERABLE REJECTED.

Customer may not use any Deliverable in its business operations before acceptance as described in a.1 or a.2. If Customer does not notify Esri in writing within 10 working days after delivery that it has classified the Deliverable as ACCEPTED WITH REWORK or REJECTED in accordance with a.2 or a.3, or if Customer uses the Deliverable in its business operations, the Deliverable will be deemed, as of the first of either of these events to occur, to have been accepted.

- b. For Task Orders with Professional Service Packages. Professional Services that Esri performs under Professional Service Packages will be deemed accepted unless Customer notifies Esri within 10 days after performance. Customer may purchase additional Professional Service Packages as needed to complete Customer's work requirements.
- c. For Time and Materials Task Orders. Professional Services are provided strictly on a time and materials basis subject to the Task Order not-to-exceed funding limit. The Professional Services provided will be deemed accepted and in compliance with the professional and technical standards of the software industry unless Customer notifies Esri within 10 days after performance. Deliverables produced under a time and materials Task Order are consulting hours only will not be subject to acceptance testing.

5.6 Warranty for Deliverables. Esri warrants to Customer that firm fixed price Deliverables materially comply with Specifications for a period of 90 days from acceptance, subject to the limitations and disclaimers of liability set forth in the "Limited Warranties and Disclaimers" section of <u>Attachment B</u>.

the following month. Customer will pay invoices within 30 days of receipt. Customer is responsible for any shipping or temporary storage costs incurred during the delivery of Customer Content to Esri or removal of Customer Content from the Esri Managed Cloud Services Environment. This paragraph does not apply to Esri Managed Cloud Services provided under the Advantage Program (see the section entitled "Advantage Program" in this Agreement).

- d. **Risk of Loss.** Risk of loss for all Customer Content shall at all times remain with Customer, and it is Customer's sole responsibility to maintain regular backups of Customer Content. Risk of loss for the Esri Managed Cloud Services Environment shall at all times remain with Esri.
- e. **Personally Identifiable Information.** Prior to providing any Customer Content under this Agreement, Customer shall notify Esri if Customer Content includes personally identifiable information.
- f. Public Software. Customer may not use, and may not authorize its end users or contractors to combine or use any Esri Offerings with any software (including any underlying dependencies), documentation, or other material distributed under an open source or other similar licensing or distribution model that requires as a condition of such model that any component of the Esri Offering to be (1) disclosed or distributed in source code form, (2) made available free of charge to third parties, or (3) modifiable without restriction by third parties.
- g. **Monitoring.** Customer will provide information and other materials related to its Customer Content as reasonably requested by Esri or its Hosting partner to verify Esri's or Customer's compliance with this Agreement. Esri or its Hosting partner, as applicable, may browse, index, or otherwise monitor the external interfaces of any Customer Content solely for the purpose of verifying compliance with this Agreement.

7.0 TRAINING

- 7.1 Definitions. The following definitions supplement the definitions provided in Attachment A:
- a. **"Customer-Supplied Training Data"** means any digital dataset(s) including, but not limited to, geographic vector data, coordinates, raster data reports, or associated tabular attributes supplied by Customer for use in training.
- b. "Esri Academy LMS Integration Subscription" means an optional term-limited subscription to Esri Academy enabling a specific number of unique Customer student(s) access to Self-Paced E-Learning through the customer's Learning Management System.
- c. "Esri E-Learning Content (SCORM Format) License" means an optional term-limited license that provides Esri customers with Esri's e-learning content in SCORM (Shareable Content Object Reference Model) format to import into their Learning Management System.
- d. **"Esri Mobile Lab"** means a service in which Esri will deliver and set up a training environment at the Customer's site for use in conjunction with scheduled Esri Training Events only. The Esri Mobile Lab will include certain hardware, software, power cords, and network switches necessary for the instructor to set up the environment.
- e. "Esri Training Event(s)" means an Esri site class, Esri instructor-led online class, a Customer site/private class, workshop, or coaching services.
- f. **"Esri Training Representative"** means Customer's primary Esri liaison in organizing private Esri Training Events.
- g. **"Student(s)**" means a Customer employee or agent who is a registered participant in a specific Esri Training Event or Training-related services. If Customer is an individual, then Student means Customer.
- h. "**Training Pass**" means a nonrefundable, nontransferable block of prepaid training days with a fixed price per day throughout the Term of the Training Pass.
- i. **"Esri Mobile Router"** means a service in which Esri will deliver and setup a mobile router at the Customer's site for use in conjunction with a scheduled Esri Training Event only. The mobile router provides high-speed wireless internet access needed to run the Esri Training Event.
- j. "Learning Management System" or "LMS" shall mean third-party software acquired separately by Customer that allows Customer to consume E-Learning Content (SCORM Format) for the purpose of reserving it to the Customer's internal employees.

7.5 Student Registration and Training Event Change Policy.

- a. Customer will provide advance written notice to Esri Customer Service at <u>service@esri.com</u> to reschedule or cancel any Esri Training Event or to substitute a student in a scheduled Esri Training Event.
- b. A replacement Student must be from the same Customer organization as the Student being replaced.
- c. If Customer reschedules an Esri Training Event three or fewer days before the scheduled start date, Esri will charge Customer 50 percent of the fee plus the cost of the rescheduled Esri Training Event.
- d. If Customer (i) cancels an Esri Training Event 3 or fewer days before the scheduled start date without concurrently rescheduling or (ii) is absent without notice from the Esri Training Event, Customer will be liable for the full Esri Training Event fee.
- e. If cancellation of an Esri Training Event is necessary due to causes beyond the party's reasonable control, the affected party may reschedule or cancel the Esri Training Event without incurring any liability.
- f. *Termination of Agreement.* Students who are currently registered for an Esri Training Event as of the date of termination of this Agreement may attend the scheduled Esri Training Event, subject to the terms and conditions of this Agreement.

7.6 Invoicing; Prepaid Fees.

- a. Esri will invoice Customer upon completion of the Esri Training Event or on purchase of a Training Pass. On Customer request, Esri will invoice in advance for an Esri Training Event.
- b. If Customer is invoiced and pays that invoice prior to the scheduled Esri Training Event, then Customer has
 1 year from the date of the invoice to consume training days. For a multiyear order, training days must be
 consumed by the end date specified on the Esri quotation. Thereafter, all prepaid fees are forfeited.
- c. Training Pass policies and redemption rates are described at https://www.esri.com/training/training-for-organizations/.

This section 7.6 does not apply to Training provided under the Advantage Program.

7.7 Availability and General Provision of Wireless Service

a. Esri will not be liable for any failure of or delay in the performance of this Agreement for the period that such failure or delay is due to wireless service interruptions or unavailability.

7.8 Esri E-Learning in the Customer's Learning Management System

- a. Esri E-Learning Content (SCORM format) License, specific terms of use incorporated by reference are found at https://www.esri.com/content/dam/esrisites/en-us/media/legal/scorm-terms-and-conditions.pdf
- b. Esri Academy LMS Integration Subscription, specific terms of use incorporated by reference are found at https://www.esri.com/content/dam/esrisites/en-us/media/legal/scorm-Ims/Ims-terms-and-conditions.pdf

8.0 ADVANTAGE PROGRAM

- 8.1 Definitions. The following definitions supplement the definitions provided in Attachment A:
- a. "Activity Description" means a mutually agreed upon written statement that confirms the number of Learning and Services Credits that Esri estimates is required to perform an activity and authorizes Esri to begin work based on such estimate. The Activity Description serves as the Task Order for Services provided under the Advantage Program.
- b. "Advantage Program" means either Advantage Program, as described at <u>www.esri.com/services/eeap/components</u>, or the Advantage Program for Partners, as described at <u>www.esri.com/partners/bpap/components</u>.
- c. "Authorized Contact" means Customer's point of contact for the Advantage Program identified below.
- d. "Learning and Services Credits" means a contracted unit of exchange that Customer may use to acquire Professional Services, Training, PSS, Esri Managed Cloud Services, or related travel expenses as described below.
- e. "Premium Support Services" or "PSS" means a prioritized incident management and technical support program further described at https://support.esri.com/en/support/premium.

availability are 95 percent, 99 percent, and 99.9 percent. Not all Esri Managed Cloud Services offerings include a Targeted System Availability.

- c. **Number of Anticipated Requests.** A The number of requests made by an end user through a client (e.g., desktop computer, web application, mobile device) and sent to a server(s) that is set up in the Esri Managed Cloud Services Environment by Esri and performs computational tasks on behalf of the end user. An example of a common request used in a GIS is a map request. A map request is made every time a user pans, zooms, or queries a map service.
- d. **Amount of Data Storage.** The storage capacity required to retain digital data, which is to be used and consumed in Customer GIS applications or Cloud Services.
- e. Learning and Services Credits Consumption. The price for the Esri Managed Cloud Services in Learning and Services Credits.

The Data storage location may be defined in the Activity Description.

8.7 Travel and Per Diem Expenses. Any Esri travel and per diem expenses will be quoted separately. Travel expenses will include a 15 percent burden, and meal per diem will be determined in accordance with the full daily limits specified on the government Defense Travel website at

https://www.defensetravel.dod.mil/site/perdiemCalc.cfm. Customer will use Learning and Services Credits for travel and per diem expenses.

8.8 Notification of Consumed Credits. Esri will notify Customer if the authorized Learning and Services Credits are consumed prior to completion of the requested work. Customer may elect to direct the use of additional Learning and Services Credits, if available; procure additional Learning and Services Credits; or notify Esri to stop work on such requested work. Esri reserves the right to stop work if Customer has consumed all its Learning and Services Credits.

8.9 Review of Proposed Activities. Any activities proposed to be completed under the Advantage Program will be subject to Esri's review and approval to ensure alignment with the intent of the program.

8.10 Invoicing.

- a. Esri shall invoice Customer as quoted for the Advantage Program subscription, additional Learning and Services Credits, or Advisor services upon receipt of Customer's order. Subsequently, Esri will invoice annually at least 30 days in advance of the Advantage Program subscription expiration date. Esri will extend the Advantage Program subscription for a subsequent annual term upon receipt of Customer's payment of the renewal invoice. Esri will invoice fees for additional Learning and Services Credits or Advisor services upon receipt of Customer's order.
- b. Pricing for program renewals and new or additional Services will be in accordance with Esri's standard pricing at the time of purchase or renewal.

8.11 Termination and Expiration. Upon termination or expiration of an Advantage Program subscription:

- a. Services will end as of the expiration or termination date stated; and
- b. Unless either party terminates the Advantage Program subscription for cause, Customer may apply any unused Learning and Services Credits toward any Professional Services, Training, PSS, or related travel expenses that are scheduled as of the termination or expiration date, provided that the Learning and Services Credits are used within 3 months after the termination or expiration date. Any other unused Learning and Services Credits will expire 30 days after the expiration or termination date; if Customer renews the Advantage Program subscription within this time period, any unused Learning and Services Credits will remain valid for up to 2 years from the purchase date or termination of this Agreement, whichever comes first.

"**Malicious Code**" means software viruses; worms; time bombs; Trojan horses; or any other computer code, files, denial of service, or programs designed to interrupt, destroy, or limit the functionality of any computer software, hardware, or telecommunications equipment.

"**Online Services**" means any commercially available, Internet-based geospatial system that Esri provides, including applications and associated APIs for storing, managing, publishing, and using maps, data, and other information. Online Services exclude Data and Content.

"Ordering Document(s)" means a sales quotation, Maintenance renewal quote, purchase order, proposal, Task Order, or other document identifying Esri Offerings, updates, or Services that Customer orders.

"**Perpetual License**" means a license to use a version of the Esri Offering for which applicable license fees have been paid, indefinitely, unless terminated by Esri or Customer as authorized under this Agreement.

"Product(s)" means Software, Data, and Online Services.

"Professional Services" means any development or consulting services that Esri provides to Customer.

"Sample(s)" means sample code, sample applications, add-ons, or sample extensions of Products.

"**Service(s)**" means Maintenance. If Esri provides Esri Managed Cloud Services, Training, or Professional Services directly to Customer, then Services also include Esri Managed Cloud Services, Training, and Professional Services.

"**Software**" means any proprietary commercial off-the-shelf software, excluding Data, accessed or downloaded from an Esri-authorized website or that Esri delivers on any media in any format including backups, updates, service packs, patches, hot fixes, or permitted merged copies.

"**Specification(s)**" means (i) the Documentation for Software and Online Services, (ii) the scope of work set forth in any Task Order, or (iii) Esri's published course descriptions for Training.

"Subscription" means a license for use of an Esri Offering for a limited time period or a right to receive Services for a limited time period.

"Task Order(s)" means an Ordering Document for Services.

"Term License" means a license for use of an Esri Offering for a limited time period ("Term").

"Third-Party Content" means any Content that Customer may obtain from a third-party website or that persons other than Esri employees, suppliers, or contractors may directly contribute to Esri's website.

"Training" means (i) Product training or (ii) related training that Esri provides under this Agreement.

"**Training Materials**" means digital or printed Content required to complete Training, which may include, but is not limited to, workbooks, data, concepts, exercises, assessments, and exams.

"Value-Added Application(s)" means an application developed by Customer for use in conjunction with the authorized use of any Software, Data, or Online Services.

B.2.3 Upon any termination or expiration of a license or subscription, Customer will

- a. Stop accessing and using the terminated or expired Esri Offerings;
- b. Clear any client-side data cache derived from the terminated or expired Cloud Services; and
- c. Stop using and uninstall, remove, and destroy all copies of the terminated or expired Esri Offerings in Customer's possession or control, including any modified or merged portions thereof, in any form, and execute and deliver evidence of such actions to Esri or its authorized distributor.

Esri may stop performing Services immediately upon written notice to Customer if a bankruptcy or insolvency proceeding is commenced by or against Customer until the trustee cures any existing defaults and provides adequate assurance of future performance under this Agreement. This Agreement terminates upon the insolvency, liquidation, or dissolution of either party.

ARTICLE B.3—LIMITED WARRANTIES AND DISCLAIMERS

B.3.1 Limited Warranties. Except as disclaimed below, Esri warrants to Customer that (i) Products and Training will substantially comply with the applicable Specifications and (ii) Services will substantially conform to the professional and technical standards of the industry. The warranty period for Esri Offerings offered under a Perpetual License and for Services runs for 90 days from the date of delivery or from the date of acceptance if this Agreement provides an acceptance period. The warranty period for Esri Offerings offered under a subscription or Term License basis runs for the lesser of (i) the duration of the subscription or term or (ii) 90 days from delivery or acceptance if this Agreement provides an acceptance period.

B.3.2 Special Disclaimer. Third-Party Content; Data; Samples; hot fixes; patches; updates; Online Services provided at no charge; and trial, evaluation, and Beta Products are delivered "as is" and without warranty of any kind.

B.3.3 General Disclaimer. Except for the express limited warranties set forth in this Agreement, Esri disclaims all other warranties or conditions of any kind, whether express or implied, including, but not limited to, warranties or conditions of merchantability, fitness for a particular purpose, and noninfringement of intellectual property rights. Esri is not responsible for any nonconformities with Specifications or loss, deletion, modification, or disclosure of Customer Content caused by Customer's modification of any Esri Offering other than as specified in the Documentation. Esri does not warrant that Esri Offerings, or Customer's operation of the same, will be uninterrupted, error free, fault tolerant, or fail-safe or that all nonconformities can or will be corrected, or will result in Customer's compliance with any applicable law. Esri Offerings are not designed, manufactured, or intended for use in environments or applications that may lead to death, personal injury, or physical property or environmental damage. Customer should not follow any navigational route suggestions that appear to be hazardous, unsafe, or illegal. Any such uses will be at Customer's own risk and cost.

B.3.4 Disclaimers.

- a. <u>Internet Disclaimer</u>. Neither party will be liable for damages under any theory of law related to the performance or discontinuance of operation of the Internet or to regulation of the Internet that might restrict or prohibit the operation of Cloud Services.
- b. <u>Third-Party Websites; Third-Party Content</u>. Esri is not responsible for any third-party website or Third-Party Content that appears in or is referenced by Esri Offerings or Esri websites, including <u>www.esri.com</u>, <u>developers.arcgis.com</u>, <u>livingatlas.arcgis.com</u> and <u>www.arcgis.com</u>. Providing links to third-party websites and resources does not imply an endorsement, affiliation, or sponsorship of any kind.
- c. <u>Artificial Intelligence (AI)/Machine Learning (ML) Disclaimer</u>. As specified in the Documentation, certain Esri Offerings may integrate third-party AI/ML software libraries and third-party or Esri created pre-trained AI/ML models for various tasks including, but not limited to, object detection, image obfuscation, image classification, or text or speech recognition. Customer may use these capabilities at its option and such AI/ML capabilities are delivered "as is" and without warranty of any kind. In certain cases, the Esri Offering may provide Customers the ability to configure their own custom

c. Esri has no obligation to defend an Infringement Claim or to indemnify Customer to the extent the Infringement Claim arises out of (i) the combination or integration of Esri Offerings or Services with a product, process, system, or element that Esri has not supplied or specified in the Specification; (ii) alteration of Esri Offerings or Services by anyone other than Esri or its subcontractors; (iii) compliance with Customer's specifications; or (iv) use of Esri Offerings or Services after Esri either provides a modified version to avoid infringement or terminates Customer's right to use the Esri Offerings or Services.

B.5.3 General Indemnity. Esri will defend and hold all Indemnitees harmless from, and indemnify any Loss arising out of, any Claim for bodily injury, death, or tangible or real property damage brought against any of the Indemnitees to the extent arising from any negligent act or omission or willful misconduct by Esri or its directors, officers, employees, or agents performing Services while on Customer's site.

B.5.4 Conditions for Indemnification. As conditions for indemnification, Indemnitee will (i) promptly notify Esri in writing of the Claim, (ii) provide all available documents describing the Claim, (iii) give Esri sole control of the defense of any action and negotiation related to the defense or settlement of any Claim, and (iv) reasonably cooperate in the defense of the Claim at Esri's request and expense.

B.5.5 This section sets forth the entire obligation of Esri, its authorized distributor, and its third party licensors regarding any Claim for which Esri must indemnify Customer.

ARTICLE B.6—INSURANCE

If Esri is providing Services, Esri will carry, at a minimum, the following coverage:

- Comprehensive general liability or commercial general liability with a minimum coverage of \$1,000,000.00 (US dollars) combined single limit per occurrence for bodily injury, including death, and property damage liability to include the following:
 - 1. Premises and operations;
 - 2. Blanket contractual liability;
 - 3. Broad form property damage;
 - 4. Independent contractors;
 - 5. Personal injury, with employee exclusion deleted; and
 - 6. Completed operations.
- b. Workers' compensation insurance, with waiver of subrogation, in an amount that complies with statutory limits.

ARTICLE B.7—SECURITY AND COMPLIANCE

B.7.1 Security. Esri publishes its security capabilities at https://trust.arcgis.com. Customer may give Esri personnel access to Customer systems or to Customer or third-party personal information, controlled information, or sensitive data if access is essential for Esri's performance of Services and if Esri expressly agrees to such access. Esri will use reasonable administrative, technical, and physical safeguards to protect such data and guard against unauthorized access. Customer bears responsibility to (i) confirm that Esri's published security and privacy controls meet all applicable legal requirements for protection of Customer Content and (ii) upload or share Customer Content through Cloud Services only when it is legal to do so. Esri is not responsible to review Customer Content to ensure compliance with applicable laws and regulations. Customer must contact Esri at securesupport@esri.com for further instruction before providing any Customer Content that requires security measures other than Esri's published security capabilities.

B.7.2 Malicious Code. Esri will use commercially reasonable efforts to ensure that Esri Offerings will not transmit any Malicious Code to Customer. Esri is not responsible for Malicious Code that Customer introduces to Esri Offerings or that is introduced through Third-Party Content.

B.7.3 Export Compliance. Each party will comply with all applicable export and trade sanctions laws and regulations, including the US Department of Commerce's Export Administration Regulations (EAR), the US Department of State's International Traffic in Arms Regulations (ITAR), the US Department of Treasury, Office of Foreign Assets Control (OFAC) Regulations, and other applicable export laws. Customer will not export, reexport,

Esri will have no further obligations to store or return Customer Content at the conclusion of the Cloud Services.

B.8.4 Removal of Customer Content. Esri may remove or delete Customer Content if there is reason to believe that uploading Customer Content to or using it with Cloud Services materially violates this Agreement. If reasonable under these circumstances, Esri will notify Customer before removing Customer Content. Esri will respond to any Digital Millennium Copyright Act takedown notices in accordance with Esri's copyright policy, available at <u>www.esri.com/legal/dmca_policy</u>.

B.8.5 Service Suspension. Esri may suspend access to Cloud Services (i) if Customer materially breaches this Agreement and fails to timely cure the breach; (ii) if Esri reasonably believes that Customer's use of Cloud Services will subject Esri to immediate liability or adversely affect the integrity, functionality, or usability of the Cloud Services; (iii) for scheduled maintenance; (iv) to enjoin a threat or attack on Cloud Services; or (v) if Cloud Services become prohibited by law or regulated to a degree that continuing to provide them would impose a commercial hardship. When feasible, Esri will notify Customer of any Cloud Services suspension beforehand and give Customer reasonable opportunity to take remedial action.

Esri is not responsible for any damages, liabilities, or losses that may result from any interruption or suspension of Cloud Services or removal of Customer Content as described above.

B.8.6 Notice to Esri. Customer will promptly notify Esri if Customer becomes aware of any unauthorized use of Customer's subscription or any other breach of security regarding Cloud Services.

ARTICLE B.9—GENERAL PROVISIONS

B.9.1 Payment. Customer will pay each correct invoice no later than 30 days after receipt and will remit payment to the address stated on the invoice. Customers outside the United States will pay the authorized distributor's invoices in accordance with the authorized distributor's payment terms.

B.9.2 Feedback. Esri may freely use any feedback, suggestions, or requests for Product improvement that Customer provides to Esri.

B.9.3 Patents. Customer may not seek, and may not permit any other user to seek, a patent or similar right worldwide that is based on or incorporates any Products. This express prohibition on patenting will not apply to Customer's software and technology except to the extent that Products, or any portion thereof, are part of any claim or preferred embodiment in a patent application or a similar application.

B.9.4 Reserved.

B.9.5 Taxes and Fees; Shipping Charges. Pricing of Esri Offerings and Services that Esri quotes to Customer is exclusive of any and all applicable taxes or fees including, but not limited to, sales tax, use tax, or value-added tax (VAT); customs, duties, or tariffs; shipping and handling charges; and vendor enrollment fees. Esri will add any fees that it is required to pay to the total amount of its invoice to Customer. Esri may include estimated taxes and shipping and handling charges in its quotations but may adjust these fees on invoicing. For Customers outside the United States, the authorized distributor may quote taxes or fees in accordance with its own policies.

B.9.6 Compliance Review. Customer will keep accurate and complete records and accounts pertaining to its compliance with its obligations under this Agreement. Esri or its authorized distributor may conduct a compliance review of these records and accounts with no less than 14 business days' written notice or may appoint an independent third party to conduct such a compliance review on its behalf. Customer will promptly correct any noncompliance identified during the compliance review. Neither Esri nor Esri's authorized distributor may conduct a compliance review of Customer within 12 months after the conclusion of any prior compliance review that does not reveal any material Customer noncompliance.

B.9.7 No Implied Waivers. The failure of either party to enforce any provision of this Agreement is not a waiver of the provisions or of the right of such party thereafter to enforce that or any other provision.

B.9.16 Notice. Customer may send notices required under this Agreement to Esri at the following address:

Environmental Systems Research Institute, Inc. Attn.: Contracts and Legal Department 380 New York Street Redlands, CA 92373-8100 USA Tel.: 909-793-2853 Email: LegalNotices@esri.com

Master Agreement

Final Audit Report

2025-06-21

Created: 2	2025-06-20
Ву: Т	Thomas Amrine (tamrine@esri.com)
Status: S	Signed
Transaction ID; C	CBJCHBCAABAAb7o1AmaTFXTPEMP34NTYUWFI2nPEQe35

"Master Agreement" History

- Document created by Thomas Amrine (tamrine@esri.com) 2025-06-20 - 1:31:29 PM GMT- IP address: 155.226.129.248
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 Signature Date: 2025-06-21 0:45:07 AM GMT Time Source: server- IP address: 98.37.165.30

Agreement completed. 2025-06-21 - 0:45:07 AM GMT

🙏 Adobe Acrobat Sign

Home >

Contract Number



Contract Start Date: 07/18/22 ⑦ Contract Term Date: 07/18/26 ⑦ Contract Expiration Date: 07/18/27 ⑦

Vendor Information

Environmental Systems Research Institute, Inc. (ESRI)

Vendor ID: 1952775732200

HUB Type: Non HUB ③

RFO: DIR-CPO-TMP-444

Contract Status: Active

VENDOR CONTACT:

Jacob Blind 🗗

Phone: (586) 630-2460

Vendor Website 🗗

DIR CONTACT:

Jacqueline Torres 🗗

Phone: (512) 475-4588

rovide Feedback

Contract Overview

Environmental Systems Research Institute, Inc. (ESRI) offers Geospatial Products and Custom Geospatial Data and Services through this contract. Available Geospatial Core Datasets include: Aerial Imagery (orthoimagery); Elevation (LiDAR); Pictometry. Consult Appendix C, Pricing Index for a full product/service offering. This contract may be used by state and local governments, public education, other public entities in Texas, as well as public entities outside of the state. There are no resellers or subcontractors on this contract. DIR has exercised the automatic renewal option for this Contract. This renewal extends the contract through 7/18/2026.

Contract Details & Ordering Information

Products & Services

Products & Services

6/26/25, 10:11 AM

DIR-CPO-4699 | Texas Department of Information Resources

This contract offers the following products and services. Please contact the Vendor for the latest information.

- Geospatial
- Geospatial

MORE INFORMATION

Vendor Website

Visit this Vendor's website to view the latest product, service, and pricing information.

About File Formats

Some documents on this page are in the PDF format. Please download the Adobe Reader in order to view these documents.

Texas	
Department	of
Information	
Resources	

300 W. 15th Street Suite 1300 Austin, TX 78701 512-475-4700

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6/26/25, 10:11 AM

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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.

In 17, 2025 23:15 PDT)

Signature

Annette Kazandjian Printed Name Environmental Systems Research Institute, Inc. Company Name

Managing Business Attorney Title

Jun 17, 2025

Date

Adobe Sign Agreement - From Request

Final Audit Report

2025-06-18

Created:	2025-06-17
By:	Eula Robinson (erobinson@esri.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAb2AVsYMUnxOqnDeHHMxEAacn8FIFCe

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- Document e-signed by Annette Kazandjian (akazandjian@esri.com) Signature Date: 2025-06-18 - 6:15:13 AM GMT - Time Source: server- IP address: 98.37.165.30

Agreement completed. 2025-06-18 - 6:15:13 AM GMT

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

_					1011		
	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.			Certificate Number:			
	Environmental Systems Research Institute, Inc.			2025-1323049			
	Redlands, CA United States	Date Filed:					
2				06/11/2025			
	being filed.						
	City of Killeen		Date /	Acknowledged:			
3	Provide the identification number used by the governmental entit description of the services, goods, or other property to be provid		the co	ontract, and prov	vide a		
	Esri Quote #26285676						
	GIS Software Licenses						
4		City, State, Country (place of busine					
	Name of Interested Party						
				Controlling	Intermediary		
T	ne Jack and Laura Dangermond Trust	Redlands, CA United States		Х			
-			_				
-							
-							
5	Check only if there is NO Interested Party.						
6	UNSWORN DECLARATION						
My name is Annette Kazandjian - Managing Business Attorney_, and my date of birth is10/28/1979							
	My address is 380 New York Street , Redlands , CA , 92373-8100 US						
	(street)		ate)	(zip code)	(country)		
I declare under penalty of perjury that the foregoing is true and correct.							
Executed in San Bernardino County, State of California, on the 11th tay of June, 20 25. (month) (year)							
	AK	arandi-					
	Annette Kaz	za djian (Jun 12, 2025 22:46 PDT)					
		Signature of authorized agent of cont (Declarant)	tracting	g business entity			

RS-25-116 July 15, 2025

ESRI SOFTWARE MAINTENANCE AND SUPPORT RENEWAL



Background

- 2
- The city has been utilizing Geographic Information Systems (GIS) software licenses and technical support from Environmental Systems Research Institute (ESRI) since 2001.
- The software is usable at many levels within the city, both by staff and the public, and needs to be renewed to continue access.
- The core software included is ArcGIS Desktop, ArcGIS Pro, ArcGIS Server, ArcGIS Data Store, ArcSDE spatial database engine, and several ArcGIS analyst extensions.

Background

The City's GIS Enterprise system supports a range of key maps and applications within a local government as summarized below:						
Local government based	Public Works					
Planning and Development	Downtown					
Fire and Police	Emergency Management					
Environmental Services (Stormwater)	Parks and Recreation					
Engineering	GIS Data Hub – Download Center					

Background

- Environmental System Research Institute, Inc. provides essential Geographic Information System (GIS) services and software to city staff and community members through internal and external websites.
- The Engineering Department is seeking approval of a oneyear agreement with ESRI for GIS software unit DIR contract DIR-CPO-4699 in the amount of \$55,781.29

Recommendation

Staff recommends that the City Council approve the one-year agreement with ESRI in the amount of \$55,781.29 using DIR-CPO-4699, and the City Manager, or designee, be authorized to execute all amendments and change orders within the amounts set by State and Local Law.

City of Killeen



Staff Report

File Number: RS-25-117

Consider a memorandum/resolution awarding a design/build contract to CORE Construction for the design and construction of a new Parks Maintenance Building, Fleet Services Facility and Police Evidence Storage Building, in the amount of \$23,890,278.00.

DATE: July 15, 2025

TO: Kent Cagle, City Manager

FROM: Andrew Zagars, P.E., City Engineer

SUBJECT: Authorize the award of a Design/Build Contract to CORE Construction for the Parks Maintenance Building, Fleet Services Facility and Police Evidence Storage Building

BACKGROUND AND FINDINGS:

The fiscal year (FY) 2023 Capital Improvement Plan includes the construction of the Parks Maintenance Building, Fleet Services Facility, and Police Evidence Storage Building and Parking Lot Expansion. These projects were all included in Certificate of Obligation Bond, Series 2023 that was approved on July 11, 2023.

On August 20, 2024, the City Council approved the execution of a professional services agreement with Johnson, Mirmiran & Thompson, Inc. (JMT) to act as the City's independent representative for the design/build projects. The consultant worked with staff of each relevant department to develop a detailed project scope and to develop and proceed to with the advertisement of a request for qualifications (RFQ).

On February 20, 2025, the City received eight responses from contractor/designer teams to the RFQ for the design/build projects. The teams were scored based on experience, knowledge of similar projects, concept approach, and quality and safety program. City Staff and JMT reviewed the submitted qualifications and selected three teams to move forward with a request for proposals (RFP). The three teams included Cerris Builders, Hill & Wilkinson General Contractors, and CORE Construction.

An RFP was sent to the three selected teams. Two of the teams declined to submit proposals due to existing workload with Core Contractors being the only submitted proposal. After review of the proposal by Staff and JMT, the proposal was found to be within the project budget and met all requirements of the request.

THE ALTERNATIVES CONSIDERED:

N/A

Which alternative is recommended? Why?

N/A

CONFORMITY TO CITY POLICY:

The project conforms to all State and City purchasing policies.

FINANCIAL IMPACT:

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

The total cost for design and construction of the design build projects (Parks Maintenance Facility-923031, Fleet Maintenance Facility-923034, and Police Evidence Storage Building-923029) is \$23,890,278.00.

The amount will be spent per each project in design and construction as follows:

Park Maintenance Building	Design: \$235,725.00	Construction: \$2,709,150.00
Fleet Services Facility	Design: \$1,279,350.00	Construction: \$15,410,403.00
Police Evidence Building	Design \$349,650.00	Construction: \$3,906,000.00

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

This is a one-time expenditure.

Is this revenue/expenditure budgeted?

Yes, the expenditure is budgeted

If not, where will the money come from?

N/A

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

Yes, funds are sufficient funds are budgeted in the Certificate of Obligation Bond, Series 2023 design accounts 306-56200-900-160-923034, 306-56200-900-210-923031, and 56200-900-300-923029, and construction accounts 306-56201-900-160-923034, 306-56201-900-210-923031, and 306-56201-900-300-923029.

RECOMMENDATION:

Staff recommends that the City Council award a design/build contract to CORE Construction, in the amount of \$23,890,278.00, for the design/build projects including the Parks Maintenance Building, Fleet Services Facility, and Police Evidence Storage Building, authorize the City Manager, or his designee, to enter a contract with CORE Construction, and authorize the City Manager, or designee, to execute any and all change orders.

DEPARTMENTAL CLEARANCES:

Finance Purchasing City Attorney

ATTACHED SUPPORTING DOCUMENTS:

Proposal Bid Tabulation Recommendation Letter Contract Verification Form Certificate of Interest Parties Presentation





RESPONSE TO REQUEST FOR PROPOSAL 25-21 DESIGN-BUILD SERVICES FOR

STEP II

DUE: 05-23-25 | 2:00PM

PARKS MAINTENANCE BUILDING, AND FLEET MAINTENANCE BUILDING

POLICE DEPARTMENT EVIDENCE BUILDING,



CORE



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DIVIDER #1

COVER LETTER

CENTRAL TRANSPORTATION CENTER CHANDLER, AZ
May 23, 2025 Purchasing Division City of Killeen 802 N 2nd St Killeen, TX 76541

RE: RESPONSE TO REQUEST FOR PROPOSAL | 25-21 | CITY OF KILLEEN | DESIGN-BUILD SERVICES FOR POLICE DEPARTMENT EVIDENCE BUILDING, PARKS MAINTENANCE BUILDING, AND FLEET MAINTENANCE BUILDING

Dear Selection Committee Members:

The City's needs are unique, and your vision is precise. The Police Department Evidence Building, Parks Maintenance Building, and Fleet Maintenance Building project will serve as a vital asset to the community, designed to enhance efficiency, functionality, and long-term resilience. CORE Construction and BRW Architects (CORE | BRW) are prepared to deliver an exceptional project that meets and exceeds these expectations. We are adding Sam Watkins, AIA, as an additional Project Manager to reinforce our team's capacity to meet the City's scheduling needs and ensure successful delivery, especially in the event of overlapping project timelines. His immediate availability strengthens our ability to maintain momentum and deliver with confidence. Please note that Patrick Surratt will no longer be part of the project team, as he is no longer with CORE. We will function as ONE team, enabling us to provide the City of Killeen with exceptional design, engineering, pre-construction and construction services. Below are a few reasons why our team is uniquely qualified to exceed the City of Killeen's expectations on this project.

OUR COMMITMENT TO THE CITY OF KILLEEN | CORE is committed to earning the City's trust by honoring its cultures and values. We recognize the importance of keeping local dollars in the community and will leverage our strong relationships to maximize local Trade Partner participation. We look forward to working alongside the City of Killeen, Police Department, community leaders, and staff to provide exceptional professional services that align with the community's needs.

SHARED HISTORY | In the Design-Build delivery method, the team relationship and atmosphere are the most important factors in delivering a successful project. One of the unique qualifications of our team is our shared local history together. CORE and BRW have worked together on more than 14 projects across the Nation and moreover, have personal bonds amongst team members that strengthen our team's decision-making and Design-Build bridging process. This long-lasting, trusted relationship and alignment of values has fostered many lessons learned and best practices for our team.

CIVIC FACILITIES EXPERTISE | CORE and BRW are focused on delivering world-class civic projects, and we consider this type of design and construction of these facilities our specialty. Our unwavering committment to delivering highquality civic facilities has earned CORE the #1 Public Safety Contractor in the Nation by *BD+C Giants*, reflecting our dedication to excellence, value, and client success both within and beyond construction. As your Design-Builder, we will utilize this experience to provide a highly secure, reliable, and durable facility that serves the community and meets the needs of the City of Killeen.

CORE is extremely excited for the opportunity to serve the City of Killeen on the Police Department Evidence Building, Parks Maintenance Building, and Fleet Maintenance Building project. Our team has the necessary, highly specialized skills and expertise essential to perform the required services. We look forward to this opportunity, and I am dedicated as your primary point-of-contact. Please call me or email me, should you require any additional information and/or clarification.

Respectfully submitted,

Nichole Kotsur, Vice President | Civic 945-289-3219 nicholekotsur@coreconstruction.com CORE CONSTRUCTION 6320 Research Road, Frisco TX, 75033

Gary Com

Legally Binding Representitve Gary Aanenson, Excective Vice President 214-885-1039 garyaanenson@coreconstruction.com CORE CONSTRUCTION 6320 Research Road, Frisco TX, 75033

Fred Clifford, Principal-In-Charge 214-528-8704 fclifford@brwarch.com BRW ARCHITECTS 3535 Travis Street, Suite 250, Dallas, TX 75204

DIVIDER #2

OVERALL MANAGEMENT APPROACH



1. Describe the Finalist's overall management approach to the Project. In responding to this evaluation factor, Proposers shall identify two (2) key issues, risks, and challenges to each site, and, for each issue or challenge identified, describe how to mitigate its potential negative impacts (i.e., risk mitigation strategy) and any unique approaches or strengths the Finalist may have to implement such mitigation strategies.

POLICE EVIDENCE AND STORAGE BUILDING – MANAGEMENT APPROACH

Our approach centers on delivering a secure, climate-controlled facility with precise coordination between building systems and high-density storage. Early design alignment and proactive procurement are critical to success.

1. Integration of High-Density, Climate-Controlled Storage

Challenge: Fitting 11,250 SF of high-density storage and 2,750 SF of large-item storage within a 7,059 SF footprint requires tight coordination of MEP systems, structural elements, and storage layouts.

Mitigation Strategy:

- Host early coordination workshops with MEP, architect, and storage vendor.
- ★ Use 3D modeling to align ductwork, lighting, and structural supports with storage rails.
- Select zoned HVAC systems with dehumidification to maintain environmental control.

Strength: We've successfully delivered secure, climate-sensitive storage facilities and bring proven workflows and technical expertise to streamline this process.

2. Long Lead Item Procurement – PEMB and Key Components

Challenge: The PEMB structure, overhead doors, HVAC equipment, and hollow metal frames are longlead items that could delay construction if not procured early.

Mitigation Strategy:

- Finalize PEMB design parameters within 30 days of NTP to release for fabrication early.
- ★ Issue a targeted procurement schedule aligned with known manufacturer lead times.
- Prioritize early submittals for key components and leverage our supplier relationships to confirm availability and expedite orders.

Strength: CORE has a 100% success rate managing PEMB procurement across fast-track public projects, supported by strong vendor relationships and proactive preconstruction planning.



FLEET SERVICES FACILITY – MANAGEMENT APPROACH

Our approach to the Fleet Services Facility is centered on managing complex programming needs across maintenance, parts storage, and office areas. Given the scale of the 40-bay shop and 43-staff office area, precise coordination and procurement planning are key to project success.

1. Operational Flow & Functional Zoning of the Maintenance Bays

Challenge: The facility includes 40 service bays, parts storage, wash bays, and fluid areas-all requiring efficient circulation, fire separation, and utility routing. Misalignment can impact daily operations and long-term safety.

Mitigation Strategy:

- Conduct operational workflow sessions with end users to map technician movement, vehicle paths, and equipment placement.
- ➤ Use BIM to plan for equipment clearances, overhead door coordination, and efficient routing of MEP systems.
- Select zoned HVAC systems with dehumidification to maintain environmental control.

Strength: CORE has delivered large-scale fleet and public works facilities and brings proven planning tools and trade knowledge to optimize functionality without compromising constructability.

2. Long Lead Item Procurement – Overhead Doors, PEMB, HVAC, Specialty Fixtures

Challenge: With 40 overhead doors, a PEMB structure, and various mechanical systems and specialty lighting, early procurement is critical to maintain schedule continuity and avoid trade stacking delays.

Mitigation Strategy:

- Identify and approve key design elements (e.g., door sizing, structural layout) early to release PEMB and overhead doors quickly.
- ★ Use a targeted procurement matrix for HVAC equipment, overhead doors, and specialty lighting, tied directly to the project's critical path.
- Find the second second

Strength: We maintain strong relationships with PEMB suppliers and specialty trades, giving us real-time insight into market conditions and lead times. This ensures early alignment and avoids surprises downstream.

MANAGEMENT APPROACH KEY RISK STRATEGIES CONTINUED

PARKS PROGRAM – MANAGEMENT APPROACH

Our approach to the Parks Program facility prioritizes efficient maintenance operations combined with flexible office and support spaces. Managing a smaller footprint with multiple building entries and an exterior lean-to requires careful coordination.

1. Site Access and Lean-to Coordination

Challenge: Multiple entrances (south and west) plus a lean-to on the east side for covered equipment storage create challenges in site logistics, circulation, and weather protection.

Mitigation Strategy:

- Collaborate early with landscape and civil teams to optimize site access, vehicle circulation, and covered storage detailing.
- ➤ Use BIM coordination to ensure lean-to structural integration with the main building envelope and roof system.
- Implement durable, weather-resistant materials and lighting in the lean-to area to maximize usability year-round.

Strength: Our team has delivered multiple municipal maintenance facilities with complex site circulation needs, bringing practical experience in integrating covered exterior storage.

2. Interior Finishes and Durability in High-Use Areas

Challenge: The facility's maintenance and locker areas require resilient finishes (wainscot plywood, ceramic tile, epoxy ceilings) to withstand heavy use, with tight coordination needed to meet durability and aesthetic goals.

Mitigation Strategy:

- Specify proven durable materials and finishes based on experience with similar municipal buildings.
- Coordinate sequencing to ensure finishes are protected during construction and installed to meet warranty requirements.
- Find the subcontractors with expertise in resilient finish installation and quality control.

Strength: We bring a history of successful delivery of high-durability interiors tailored to heavy-use municipal maintenance buildings, ensuring functionality and longevity.

2. Confirm that the Proposed Design-Build Team are available to perform the Project. To verify this availability, provide the following information in the form of a table: 3. Recent, current and projected workloads of Proposed Design-Build Team Members;

CORE'S PROPOSED DESIGN-BUILD TEAM WORKLOAD

TEAM MEMBER	ROLE	RECENT WORKLOAD	CURRENT WORKLOAD	PROJECTED WORKLOAD				
Gary Aanenson	Executive Vice President	Gary Oversees All of CORE's Recent, Current, and Projected Projects						
Nichole Kotsur*	VP Civic	Royse City Police Station City of Garland Police Property Room Cedar Hill ISD LKL Auxilary Facility	Travis County Fire Station No. 7 and Training Center (Completes 06/25) Cedar Park Public Safety Training (Completes 02/26) Pflugerville Public Works (Completes 11/26)	City of Kileen Police Department Evidence Building, Parks Maintenance Building, and Fleet Maintenance Building				
Steven Normand	VP PreConstruction	Steven Oversees Preconstruction on All of CORE's Recent, Current, and Projected Projects						
Brandon Whipple	Senior Project Manager	Northwest Transportation Facility Army National Guard Field Maintenance Shop	Cedar Park Public Safety Training (Completes 02/26)	City of Kileen Police Department Evidence Building, Parks Maintenance Building, and Fleet Maintenance Building				
Luis Egana	Project Manager	One Oak Condo Condominiums* Al Arroyo New Baunfels* *Work Performed With Another Firm	Condominiums*Cedar Park Public SafetyArroyo New Baunfels*TrainingWork Performed With(Completes 02/26)					
Brad Taylor*	General Superintendent	Lockhart High School Additions Mabee Hall Renovation and Addition	Travis County Fire Station No. 7 and Training Center (Completes 06/25) Cedar Park Public Safety Training (Completes 02/26)	City of Kileen Police Department Evidence Building, Parks Maintenance Building, and Fleet Maintenance Building				
Dave White	Superintendent	Lockhart High School Additions Eagle Mountain High School	Jarrell Ranch Middle School (Completes 06/25)	City of Kileen Police Department Evidence Building, Parks Maintenance Building, and Fleet Maintenance Building				

*Nichole and Brad Oversee Multiple Projects - Full Lists Available Upon Request

BRW'S PROPOSED DESIGN-BUILD TEAM WORKLOAD

ACTIVE PROJECTS	CURRENT PHASE % COMPLETE	FRED CLIFFORD	CHRIS SANO	JAMES HAMILTON	SAM WATKINS	KASI SVOBODA	KEVIN TRAVELL	STEPHEN HILT
Cedar Hill Public Work Feasibility Study	Feasibility Study							•
TCCD Welding Room Renovation	Schematic Design	•						
Federal Reserve Bank of Dallas – Critical	Schematic Design							•
Roanoke Fire Station No. 2	Schematic Design	•	•		•			
Winkler Wellness Center	Schematic Design	•	•	•				
Mesquite Building Renovations	Schematic Design			•				
Sulphur Springs City Hall Expansion	Design Development		•			•		•
Lakewood Village Town Hall	Design Development		•		•			•
Mesquite Fire Station No. 8 and Training Facility	Construction Administration	•		•		•		
Dallas Water Utilities Water Delivery Service Center	Construction Administration							•
Dallas Water Utilities Wastewater & Stormwater	Construction Administration							•
Grapevine Service Center	Construction Administration	•						
Prosper Fire Station No. 4	Construction Administration	•						
Comanche High School	Construction Administration						•	
Richardson Fire Station No. 5 Renovation	Construction Administration	•			•			
Urban One, Inc Radio Station Renovation	Construction Administration						•	
Dallas Executive Airport Signage	Construction Administration			•				



4. Location of home office of Proposed Design-Build Team Members and whether they have an office in the Killeen area; and

LOCATION OF OFFICES: CORE

4407 S. Interstate Hwy 35, #102 Georgetown, TX 78626 BRW

175 Century Square Drive, Suite 350 College Station, TX 77840

3535 Travis Street, Suite 250, Dallas, TX 75204

CORE's Texas operations are supported by over 200 professionals, including experienced project managers, superintendents, estimators, and support staff. Our Georgetown office, located just 45 minutes from Killeen, will serve as the home base for this project. This allows for direct oversight and support throughout the duration of the Police Department Evidence Building, Parks Maintenance Building, and Fleet Maintenance Building.

None of the proposed Design-Build Team members are remote or out of state. Each selected individual is based in Texas, with the majority operating from our Georgetown location. This close proximity enables our team to provide consistent on-site presence, swift response times, and active communication with City of Killeen representatives and stakeholders. Our personnel were thoughtfully selected not only for their expertise but also for their accessibility to the project site. This ensures our ability to maintain high standards of coordination, quality control, and responsiveness, ultimately delivering maximum value to the City of Killeen.



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5. One of the primary goals for the Project is to create a highly functioning, collaborative and integrated team as early as possible and for the Owner and Consultants to be a part of that team. Keeping this goal in mind: 6. Explain the Design-Build Team's approach to creating a collaborative environment for the Project.

WORKING ALONGSIDE Y(OUR) TEAM

CORE will bring our fundamental elements of Team and Trust to our relationship with the City of Killeen, BRW, and the designated engineers/consultants. We work to promote mutual respect for the roles and responsibilities we each carry. We believe this creates a highly effective team that holds a tension between a desire to design the best project possible, and an unwavering commitment to stewarding the available dollars in the best way possible. We recognize that the City of Killeen believes in partnering and a team-oriented approach to building a successful project. We also know that partnering is not just a series of meetings, but an attitude based on trust, transparency, and total alignment. CORE will maintain a running dialogue of all communications and inventory of any pending item(s) that need to be addressed, as well as deadlines for the Police Department Evidence Building, Parks Maintenance Building, and Fleet Maintenance Building project throughout preconstruction and construction. This action items list will be updated and reviewed by the project team on a daily basis.

TEAM ALIGNMENT

Ensuring alignment among CORE, the City of Killeen, BRW, and Trade Partners is critical to project success. CORE will foster collaboration through regular meetings and transparent communication, keeping all stakeholders informed and engaged. To support this process, CORE will leverage project management software such as Procore to efficiently track progress, share updates, and manage RFIs and changes, ensuring a seamless and coordinated approach throughout the project lifecycle.



TEAM + TRUST

Our Mission is to earn the trust of our Employees, Building Partners, and Clients. Achieving this mission begins by building teams with members who have unwavering, comprehensive trust in one another.



CORE VALUES

Integrity, Fairness, Continuous Improvement, and Results are not just our CORE Values; they are the foundational elements of trust itself. We strive to achieve all four of these values every day.



THE CLIENT DECIDES

Here at CORE, The Client Decides. We know that Clients drive our economic engine. We work hard to provide the highest level of client service possible as we strive to earn the trust of our Clients. 7. Describe the tools and techniques that will be used by the Design-Build Team to encourage and foster a collaborative environment for the entire Project Team as well as for other project stakeholders. Briefly describe how responsibilities will be assigned, decisions will be made, follow-up actions will be implemented and how any disputes will be addressed.

At CORE, we believe that a collaborative environment is essential to the success of any project. From the very beginning, we focus on building trust and open communication among all members of the Project Team, including the City of Killeen, BRW, and all engineering consultants and trade partners. We promote a culture of mutual respect where each team member's role is clearly understood and valued. To foster collaboration, we implement regular team meetings, maintain continuous communication, and provide shared access to project documents and updates using tools such as Procore. This helps ensure that everyone stays informed, aligned, and involved throughout every phase of the project. We maintain a live action item list that is reviewed daily to track follow-up items, decisions, and deadlines.

Responsibilities are assigned based on each team member's expertise and role in the project. Decision-making follows a consultative approach that encourages input from all relevant stakeholders before a final decision is made. CORE believes in empowering the Owner with the information they need to make the best choices for their project.

In the rare case of a dispute, we rely on early and frequent communication to resolve concerns quickly. Our team operates with a "no-egos" mindset that allows us to address issues objectively and focus on solutions. If needed, we will bring all relevant parties together for face-to-face discussions to align on a path forward. Our guiding principle is simple: The Client Decides. Our job is to provide clarity, options, and professional guidance so that every decision is made with confidence and mutual understanding.

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Throughout each of these projects CORE Construction staff have been great partners providing professional, high quality services while delivering outstanding facilities .î

Jim Dulac, P.E. City of Richardson #2

----- OVERALL MANAGEMENT APPROACH

8. Subcontractor and Supplier Procurement Approach. The Owner and the Owner's representatives recognizes the importance of the entire design-build team, including specialty design-build subcontractors and suppliers. For those subcontractors and subconsultants not proposed as part of the Design-Build Team. 9. Describe the Design-Build Team's overall approach to subcontractor and subconsultant procurement for the Project.

TRADE PARTNER PROCUREMENT

As one of the largest qualifications-based builders in the country, we have developed strong and loyal relationships with reliable, professional Trade Partners located in virtually every construction market that we serve, including Central Texas. Our in-house database of Trade Partner firms includes project relative information on Trade Partners who provide goods and services for each of the Construction Specifications Institute (CSI) divisions. We have prequalification information on hundreds of Trade Partners, providing insight to those firms' financial stability, bonding capacity, safety record, current workload, and staff availability. We update this prequalification information regularly and continually track the performance and experience of local Trade Partners.

CORE has created a process where Trade Partner selection is based on both qualifications and cost. This process enables us to get an apples-to-apples comparison on scope cost from prequalified professionals. Our team also understands the importance of keeping work local, and will focus on outreach within the community. Our Trade Partner selection process consists of:

Use Prequalified Trade Partners

- ✤ Enlist recommendations from the City of Killeen
- ✤ Enlist recommendations from BRW
- Utilize CORE's database of Trade Partners
- Thoroughly review Trade Partner qualifications

Understanding Scope & Assembly of Pricing

- ★ Receive bids from three to five Trade Partners for each scope of work
- ★ Trade Partners' bids evaluated for completeness of scope
- Identify the lowest responsible bid for each scope

Review of Scope & Pricing with Subs

- ✤ Face-to-face meeting with lowest responsible bidder
- Conduct an in-depth scope review
- Allow Trade Partner to fix any "scope holes."
- Select Trade Partners as a team

#2



SUBCONSULTANT PROCUREMENT

In collaboration with CORE, we carefully select trusted consultants we've successfully worked with before. This ensures each team member is technically qualified and aligned with our standards, allowing for smooth coordination and communication from day one.

ESTABLISHED RELATIONSHIPS AND PERSONNEL DEPTH

Our long-standing consultant partnerships across Texas provide access to deep, experienced teams. This allows for quick staffing adjustments without compromising project quality or momentum.

COLLABORATIVE PROCUREMENT

We support Clients in selecting and integrating subconsultants, whether through our network or client recommendations, ensuring alignment through a transparent and flexible process.

KNOWLEDGE SHARING & CONTINUITY

We maintain thorough documentation and knowledge transfer practices, enabling team members to step in seamlessly and keep projects moving forward with consistent quality. 10. Identify the challenges in the selection of subcontractors and subconsultants for the Project and how the Design-Build Team will address those challenges.

Selecting the right Trade Partners and subconsultants for а desian-build project presents several unique challenges. These include ensuring appropriate gualifications and relevant experience, verifying a consistent track record of quality performance, maintaining open communication, and managing alignment between design intent and execution. These factors become even more critical when introducing new team members or navigating limited availability of specialty expertise in the current market.

Our Design-Build Team addresses these challenges through a thoughtful, project-specific approach. We conduct thorough evaluations of qualifications, experience, and references to ensure each partner is the right fit. From the outset, we emphasize clear communication and early stakeholder engagement to align expectations, define deliverables, and build consensus around the project vision. Regular reviews of scope, schedule, and budget throughout each phase keep the team responsive and coordinated.

CORE brings the advantage of both local agility and national resources. We have built strong, trust-based relationships with our Trade Partners and subconsultants by operating with integrity, transparency, and professionalism. While we hold our partners to high standards for price, schedule, and quality, we foster a collaborative environment that values mutual respect. This approach enables us to consistently deliver successful design-build outcomes, even in challenging market conditions.

OVERALL MANAGEMENT APPROACH

#2

11. If applicable, describe in detail the Design-Build Team's approach to early subcontractor involvement, including proposed design-build and design-assist subcontractors, and identify which scopes of work are candidates for design-build or design-assist subcontracts.

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CORE believes that early involvement of Trade Partners is critical to delivering high-quality, cost effective projects. From the outset of preconstruction, we actively engage Trade Partners to leverage their industry expertise in selecting building materials and systems that provide the Best Value for the Client.

Typically, MEP trades are consulted early to review and analyze system options proposed by engineers, allowing the Client to make well-informed decisions on some of the project's most significant cost drivers. Structural trades are engaged to provide current market insight on raw material pricing and assist in developing accurate assemblies for steel, concrete, and masonry components, which frequently experience price volatility. Additionally, CORE involves a waterproofing consultant on every project to review design details and mockups, offering recommendations on alternate or enhanced waterproofing methods to ensure building durability. At the Schematic Design Phase, CORE proposes issuing Requests for Proposals (RFPs) to select trades for design-assist roles. This approach allows for competitive bidding of each package based on a baseline scope while tentatively selecting Trade Partners to provide ongoing design support as the project progresses. We have successfully implemented this strategy on numerous projects, resulting in enhanced collaboration, cost savings, and improved constructability.

Scopes of work well-suited for design-build or design-assist subcontracting on this project include, but are not limited to, MEP systems, structural steel, concrete, masonry, and waterproofing. Engaging these Trade Partners early enables integrated solutions that optimize both design and construction efficiencies.

> THERE IS A TRADE PARTNER SHORTAGE IN TEXAS

PREQUALIFIED

LOCAL TRADE PARTNERS!

Our relationships with local Trade Partners will have the greatest in uence on budget!

#2

12. Describe how the Design-Builder shall exercise the appropriate standards of the industry for Integrated Project Delivery to guide its relationships to the other members of the team, and for LEAN methods in the preconstruction and construction process.

CORE is committed to applying the highest industry standards for Integrated Project Delivery and LEAN construction throughout both preconstruction and construction phases. Our team includes several staff members who have completed LEAN Construction Management training and who actively apply these principles to improve project outcomes.

Using LEAN construction techniques, CORE proactively identifies potential variations and constraints uniaue to the project, enabling us to create buffers that maintain a continuous flow of materials, labor, and schedule. Starting preconstruction in and continuina through construction, we design site logistics to minimize waste, such as reducing travel time and optimizing sequencing.

CORE's Virtual Construction Department plays a key role by detecting design clashes early through advanced modeling, preventing costly scheduling schedule impacts. Our detailed for iust-in-time deliverv tools allow and coordination of Trade Partners and materials. reducing on-site congestion and inefficiencies.

Central to CORE's culture is the principle of Continuous Improvement, which drives us to consistently question and refine our processes with the Client's best interests in mind. LEAN methods enable us to focus on delivering true value by understanding what matters most to the Client and aligning our efforts accordingly. 13. Quality Assurance/Quality Control ("QA/QC"). Provide the following information regarding the Proposed Design-Build Team's approach on QA/ QC. Include the following information: 14. The overall approach to both design and construction QA/QC;

At CORE, quality begins long before a shovel hits the ground. Our QA/QC process starts with a clear understanding of project goals and remains a central focus throughout every phase of design and construction. For the Police Department Evidence Building, Parks Maintenance Building, and Fleet Maintenance Building project, we will uphold a quality standard that exceeds expectations, minimizes re-work, and ensures long-term performance and Client satisfaction.

From the outset, we work closely with the City of Killeen and our design partner, BRW, to define key project benchmarks including functionality, code compliance, sustainability, and budget alignment. These priorities serve as guideposts, revisited at each milestone to ensure the evolving design remains consistent with project goals.

Formal QA/QC reviews are conducted at every phase of design development. In the early stages, these reviews focus on big-picture alignment and conceptual clarity. As the design progresses, attention shifts toward technical coordination, detailing, and constructibility. Prior to the final CD submission, BRW conducts a detailed review to verify completeness and coordination across all disciplines. Even during construction, BRW remains actively involved through submittal reviews, clarification responses, and field observations to maintain design fidelity.

OVERALL MANAGEMENT APPROACH

#2

CORE's construction-phase QA/QC process builds upon this foundation with a robust, field-tested approach modeled after the U.S. Army Corps of Engineers' Three-Phase Quality Control Plan. Before construction begins, we develop a Project-Specific Quality Plan (PSQP) tailored to the unique requirements of this project. We also prepare detailed Quality Control Manuals for each element of the scope, including relevant specifications, submittals, and Trade Partner contracts. These documents are reviewed collaboratively to ensure clarity, alignment, and accountability.

All submitted shop drawings and product data from Trade Partners are carefully reviewed prior to design approval, ensuring that only correct, approved materials arrive on-site. Before installation, each Trade Partner is briefed on scope, expectations, and quality standards to eliminate confusion and set the stage for successful execution.

Our integrated QA/QC strategy ensures a highquality finished product and a seamless, collaborative delivery process. With CORE and BRW working in lockstep, the City of Killeen can be confident in a project that performs as designed, serves the community for decades to come, and reflects the highest standards of professionalism and care.

PREPARATORY PHASE

- Occurs during Preconstruction Phase
- Prior to Trade Partner Agreements
 - Unique Features of Work (UFOW) identified
 - Establishes quality expectations

INITIAL PHASE

- Occurs at onset of construction
- Generates buy-in from field personnel
 - Mockup construction begins
 - Re-enforces quality expectations in the field

FOLLOW-UP PHASE

- Occurs during Trade Partner's scope of work
- In-place work compared to mockup
 - Third-party inspections as necessary
 - Superintendent daily reports include quality

QUALITY CONTROL CORE | BRW

CORE's quality control program emphasizes early coordination, mockup reviews, and consistent field oversight. On the Royse City Police Department Design-Build project, the specified masonry stone mix, Weatherford Blend from Blackson Brick, did not meet the City's expectations during the mockup review. Although the product was part of the approved documents, CORE paused the installation to ensure quality standards were met.

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We facilitated coordination meetings with BRW, the City, and our Trade Partner, Artisan, to review alternatives and finalize a revised selection. To maintain the schedule and quality, Artisan increased manpower, while CORE's field team conducted regular inspections to ensure consistency in finish and installation. This approach reflects our commitment to maintaining design intent and quality through proactive problem-solving and hands-on supervision.

15. The Proposed Design-Build Team's processes and tools to facilitate QA/QC; and

Quality control at CORE begins in Preconstruction and is actively managed throughout construction. We use Predictive Solutions (P.S.), a mobile app that allows our operations team to log quality immediately with photos, locations, issues descriptions, and responsible Trade Partners. Notifications with completion deadlines are sent promptly, and reports are reviewed daily with Trade Partners to prevent overlooked or covered-up deficiencies. This process ensures work meets plans, specs, and Client expectations.

BRW supports quality assurance through internal processes, digital tools, and ongoing staff training. Using Revit and BIM 360 for modeling and clash detection, plus Bluebeam Studio for collaborative design reviews, the team tracks and resolves issues in a centralized platform. Customized design checklists and milestone review sessions ensure feedback is addressed before finalizing documents. BRW's senior staff lead training and mentorship to foster a culture of quality beyond just tools and procedures.

MATT STEPANIAN

Director of Quality Control CORE's **Director** of **Quality** will Control oversee the implementation of CORE's Quality Control Plan, ensuring document accuracy, site inspections, safety coordination with CORE's Safety Director, and overall adherence to project quality and safety standards.



16. The reporting and functional relationship(s) between the Quality Management personnel and the Proposed Design-Build Team as a whole.

As Director of Quality Assurance/Quality Control (QA/ QC), Matt Stepanian will be responsible for leading the implementation and continuous improvement of CORE's Quality Control Plan. In the Preconstruction Phase, he will ensure the accuracy and coordination of project documents, playing a critical role in assessing biddability, constructability, and the relevance of specifications. During construction, Matt will be onsite working closely with the Project Manager, Luis Egana, and Superintendent, Dave White, to ensure adherence to quality standards. He will assist in submittal reviews to ensure design intent aligns with the contract documents, perform inspections of installed materials, and inspect general workmanship, installation, and site safety. Matt will also collaborate with CORE's Safety Director, John LaPorte, to manage all necessary on-site training, safety policy implementation, daily safety inspections, and collection of Trade Partner safety data.

BRW's Quality Control Manager, Stephen Hilt, functions as an independent reviewer fully integrated into the project team's communication structure. This setup enables objective milestone reviews without daily involvement in document production, ensuring unbiased assessments. Stephen works closely with the Project Manager and Project Architect to identify, prioritize, and resolve issues. Feedback is communicated through structured coordination meetings and documented in a centralized issue log. Fred Clifford, BRW's Principal-in-Charge, provides final sign-off at each submission stage and supports QA/QC by aligning project outcomes with overall goals. Consultants and other team members are engaged as needed to maintain interdisciplinary coordination.

OVERALL MANAGEMENT APPROACH

17. The information provided in response to this Section of the RFP will be scored based on the following: 18. The Proposed Design-Build Team's understanding of the delivery method;

Our Design-Build management philosophy is rooted in a collaborative, transparent, and goal-oriented approach, aligning the Owner, Design Team, and Contractor toward shared project goals from day one. CORE | BRW's depth of experience serving civic Clients through the Design-Build delivery method reinforces our conviction that each team member's role should be clear and accountable, while remaining interdependent. This is accomplished by the following key approaches:

- Clear Decision-Making Channels: We identify City of Killeen's key stakeholders to streamline communication and ensure prompt approvals.
- Soal Alignment: Early sessions with the City of Killeen to define priorities in Cost Control, Design Quality, Safety, and Schedule, aligning our strategies with City of Killeen's long-term vision.
- > Program Development and Verification: We develop and review a comprehensive list of required spaces with City of Killeen, balancing innovation with budget and schedule considerations.
- Constructability and Feasibility Review: Our team conducts preconstruction reviews to address constructability, scope options, cost management, and scheduling, minimizing risks and mitigating challenges proactively.
- Consistency and Transparency: Our philosophy emphasizes clear, consistent communication throughout the process. We coordinate design and estimates simultaneously to avoid bringing you design concepts that are not aligned with your budget.

Strong team relationships are essential to project success, and CORE's long-standing partnership with BRW is a key advantage. Having worked together on 14 projects nationwide, our teams share a deep understanding of each other's strengths, fostering seamless communication, efficient problem-solving, and a collaborative approach to Design-Build execution.

Our proven history ensures clear coordination, informed decision-making, and alignment of project goals. This foundation of trust and shared experience allows us to deliver projects with precision, meeting both aesthetic and functional requirements. With this expertise, the CORE | BRW team is fully prepared to deliver the City of Killeen's project on time, within budget, and with the highest value.

ROYSE CITY POLICE STATION



OVERALL MANAGEMENT APPROACH

19. The degree to which the Proposed Design-Build Team understands the Owner's goals and objectives with respect to the Project; and 20. The strength of the Proposed Design-Build Team's management plan for the Project, including not only the specific topics and specialized components outlined in the RFP but also any other component or element that the Proposed Design-Build Team deems essential to the success of the Project.

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UNDERSTANDING OF THE OWNER'S GOALS

The City's objectives for this program are clear: deliver durable, efficient, and cost-effective facilities that support essential public services–Police, Fleet, and Parks–with long-term operational functionality, minimal maintenance burden, and thoughtful site utilization. Each facility must be:

Program-Driven: Spaces must align with operational needs-from evidence storage layouts and maintenance bays to locker rooms and shared-use office areas.

Low Maintenance & Durable: Finishes such as sealed concrete, ceramic tile, exposed structure ceilings, and prefinished metal panels reflect a priority on lifecycle value.

Schedule-Sensitive: With varied but overlapping scopes, long lead item management and early design alignment are critical.

Efficient & Scalable: Flexibility is key-systems, structures, and layouts must support long-term adaptability, especially for growing service departments.

We understand the City seeks partners who bring more than technical delivery and are looking for teams who can think strategically, guide key decisions early, and advocate for value without compromise.

MANAGEMENT PLAN: Our management plan is built on four proven strategies that align directly with your goals:

1. Early Stakeholder Engagement and Design Validation - We prioritize user engagement to confirm adjacencies, circulation paths, equipment layout, and MEP requirements before design is locked in. This is particularly critical for:

- Police Evidence: Aligning MEP routing with high-density storage and climate control.
- Fleet: Confirming bay spacing, parts storage flow, and utility needs for fluid systems.
- Parks: Ensuring functional movement between shop space, lean-to storage, and office zones.

2. Long Lead Item Strategy - Given today's procurement climate, we will fast-track design packages to release critical components early, especially the PEMB structures, overhead doors, mechanical equipment, and specialty lighting. CORE's relationships with top suppliers allow us to secure production slots quickly and mitigate schedule risk.

3. BIM Coordination and Quality Control - We will leverage 3D modeling to coordinate structural systems with MEP, lighting, and equipment layouts-avoiding costly rework and ensuring clean, efficient installation. BIM will be used to resolve tight conditions like overhead clearances in the Fleet bays and equipment zones in Police and Parks.

4. Construction Sequencing and Site Management - Each site has unique access and operational challenges from multiple entrances in the Parks facility to service vehicle movement in Fleet. Our site logistics planning will maintain safe, clear access for all trades while preserving space for future operations. We phase work zones with flexibility for weather and supply chain delays.

5. Single-Source Accountability - As an integrated Design-Build team, we provide a single point of accountability, ensuring decisions are made collaboratively and quickly, and that the Owner always has clear visibility into cost, schedule, and design alignment. Our culture of transparency and responsiveness is a key reason public owners trust CORE with critical service facilities.

DIVIDER #3

GMP DEVELOPMENT PLAN

CARDINAL NATION

EAST CHICAGO TRANSPORTATION AND MAINTENANCE FACILITIES

63

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1. Describe the Design-Builder's processes and tools for monitoring, reporting and managing cost, including but not limited to:

2. Scope, cost, and schedule baseline development; change control processes; and the participation and interaction among the scheduling and estimating teams, and the project, design, construction and operations management teams to execute these processes;

DESIGN-TO-BUDGET MANAGEMENT

At CORE, we believe an exceptional Client experience begins with early alignment of budget, schedule, and quality during the design phase. Through our Design-Build / Target-Budget Design Approach, we actively engage the City of Killeen, stakeholders, consultants, permitting agencies, and other team members to ensure every voice is heard and every goal is aligned from the start.

As the Design-Builder, CORE | BRW will develop and manage a Guaranteed Maximum Price (GMP) based on transparent, collaborative processes. Once the GMP is established and agreed upon, we guarantee that the contract price will not be exceeded, except in the case of significant Client-directed scope changes not funded by Owner Contingency.

COST MONITORING AND REPORTING

CORE maintains a consistent estimate format throughout design and preconstruction. As the design evolves, cost updates are clearly tracked, and all changes are presented transparently to the City of Killeen. Our PreConstruction Team updates pricing at each design milestone using real-time market data, historical project information, and Trade Partner input. CORE provides full transparency into all cost data during design and construction. We maintain an open-book approach and share all estimating, procurement, and cost-tracking information with the City of Killeen and BRW. Our goal is to serve as an extension of your team and act in your best interest every step of the way. **SCOPE, COST, AND SCHEDULE DEVELOPMENT** During early design, our PreConstruction and

Operations Teams collaborate to develop detailed scope narratives, milestone schedules, and baseline estimates that align with project goals. We facilitate milestone reviews with stakeholders to ensure alignment and accountability across all baseline elements.

CHANGE CONTROL PROCESSES

CORE uses structured logs and reporting systems to track any scope or budget changes. We initiate impact analysis and collaborate with the City of Killeen and BRW before moving forward with modifications. Our change control workflow ensures all adjustments are intentional, approved, and documented.

TECHNOLOGY INTEGRATION

CORE | BRW's use of Building Information Modeling (BIM) is a critical component of our design-to-budget management. We develop a BIM Execution Plan at project initiation to ensure all teams are aligned on modeling workflows, file standards, and coordination strategies.

BIM ALLOWS OUR TEAMS TO:

- Extract accurate quantities for model-based estimating
- Visualize and coordinate systems for early clash detection
- Produce coordinated 2D plans from integrated 3D models

As the model evolves, our estimating team extracts quantities directly from Revit, increasing pricing accuracy and confidence. This modeling effort ensures design decisions are rooted in real-time cost awareness. 3. Risk identification and management processes and how quantified risk cost and schedule values are factored into the cost and schedule baseline, projected cost and schedule performance, and cash flow reporting;

At CORE, our approach to risk management is built on early identification, transparent evaluation, and proactive mitigation. We integrate cost and schedule-based risk values directly into our project planning, budgeting, and forecasting processes to protect the Owner from potential overruns and ensure overall project success.

RISK IDENTIFICATION AND EVALUATION

Risk management begins during the Preconstruction Phase, where our team leads a collaborative risk assessment with the City of Killeen, BRW, and key Trade Partners. We systematically identify potential risks including scope creep, supply chain instability, labor shortages, long lead items, and unforeseen conditions and categorize them by impact and likelihood. We assign quantified dollar values to these risks using industry benchmarks, recent project data, and expert input. These values are then factored into the cost baseline in the form of contingencies and allowances, and the schedule baseline, in the form of added float or phased milestone flexibility. This ensures that both our budget and project timeline reflect a realistic, risk informed foundation.

RISK MITIGATION STRATEGIES

- Scope Creep: We include a contingency in our GMP to account for design evolution and ensure flexibility without affecting the Owner's overall budget.
- Supply Chain Delays: We release long lead material packages early, influence design to favor available materials, and monitor the market for pricing trends.
- Labor Shortages: We divide large scopes between multiple Trade Partners to reduce reliance on a single Trade Partner and confirm workforce capacity during prequalification.
- Unforeseen Conditions: We carry construction contingencies and coordinate subsurface investigations early to minimize surprises and delays.
- Scope Gaps: Our GMP is based on a detailed, unit price estimate aligned with design intent. We meticulously scope trade packages to eliminate ambiguity and ensure complete coverage.

RISK COMMUNICATION, CASH FLOW INTEGRATION AND CULTURE

Risks and their associated costs are actively tracked in our project management system and communicated through monthly reporting to the Owner. As risks are retired or realized, we adjust forecasts and proactively update cash flow projections to reflect both committed and potential expenditures. To support timely, cost conscious decision making, we provide option studies that evaluate materials and methods based on upfront cost, long term value, and constructability. By embedding risk management throughout design and construction, we drive more competitive trade pricing, minimize change orders, and deliver predictable outcomes that ensure Best Value for the City of Killeen.

4. Cash flow reporting processes and basis for monthly cash flow estimated values;

At CORE, we develop monthly cash flow estimates based on the construction schedule, Trade Partner input, procurement timelines, and anticipated progress. These estimates are refined each month using job cost reports and committed costs. We report cash flow as part of our monthly billing cycle, using a standardized template aligned with the schedule of values. This process allows us to provide reliable projections, track performance, and communicate clearly with Owners and stakeholders throughout the project.

5. Document control system integration with work breakdown structure and responsibility assignment matrix or organizational structure;

CORE uses a centralized document control system, Procore, that is fully integrated with our work breakdown structure (WBS) and project team assignments. All project documentation including RFIs, submittals, meeting minutes, and drawings is organized by WBS codes aligned with trade scope, CSI division, and schedule activity. Each document is assigned to a specific team member based on our Responsibility Assignment Matrix (RAM), which clearly defines who is responsible, accountable, consulted, and informed (RACI) for each activity or package. This structure ensures accountability, streamlines approvals, and enables real-time tracking of outstanding items. The system also supports audit trails and full transparency for the City of Killeen throughout the design and construction phases.

6. The Design-Builder's conceptual estimating process;

CORE's conceptual estimating process is designed to provide the City of Killeen with accurate, early stage cost information that drives informed decision making throughout design. At the outset of preconstruction, we utilize our proprietary 10-Group Study to analyze historical cost data from similar projects in terms of scope, size, systems, and program. This database driven approach allows us to develop high level cost opinions even in the absence of full design documents.

We combine this with our extensive experience in civic construction and strong relationships with local Trade Partners to ground our early estimates in current market conditions. These estimates are refined through continuous collaboration with the design team and are structured according to CSI divisions or project specific WBS categories for clarity and alignment with construction scope.

CORE's "Living Estimate" approach replaces traditional static milestone estimating by providing real-time budget feedback throughout design development. This method minimizes redesign by allowing BRW to design to the budget, not after it. As design details become more defined, our estimating process transitions from conceptual to detailed, using tools like ConstructConnect, On-Screen Takeoff, Bluebeam, and Assemble to extract quantities from both 2D drawings and 3D Revit models. This process ensures a seamless transition into GMP development, with cost estimates that evolve with the project and support budget alignment from concept through construction.

Desian

Developmemt

90%

Construction

Documents

CORE'S LIVING ESTIMATE

100%

Construction

Documents

Trade Partner

Procurement

GMP and

Contract

Pre-Award

Selection

Schematic

Design

#3

7. Input from specialty contractors;

We engage our Trade Partners early in the Preconstruction Phase to provide industry expertise in selecting Best Value materials and systems. MEP trades are typically consulted during early design discussions to analyze proposed systems, allowing the City of Killeen to make informed decisions about one of the most cost intensive areas of the project. Structural trades provide insight on current raw material pricing and help assemble accurate scopes for steel, concrete, and masonry trades that often experience significant price fluctuations.

In addition, we engage a third-party waterproofing consultant on every project to review design details and provide feedback on methods to ensure long term durability and weather tightness. This includes reviewing mockups and identifying alternate solutions where needed. By actively involving our specialty contractors during design, CORE enhances accuracy in budgeting, reduces constructability issues, and ensures the design reflects real-world conditions ultimately protecting the project's quality, cost, and schedule.

8. The primary challenges in establishing the GMP for this Project; and

One of the main challenges in establishing the GMP will be the anticipated inclusion of pre-engineered building (PEB) structures. While PEB systems provide a cost-effective solution for the building structure, they also come with extended lead times. To address this, we plan to move forward with a GMP early in the process, specifically through a site and long-lead procurement package. This approach will help us secure materials in a timely manner and keep the overall project on schedule.

9. The differentiating resources of the Proposed Design-Build Team that will meet the challenges of establishing the GMP.

CORE recommends engaging the pre-engineered building Trade Partner early during the design phase. This proactive involvement will help streamline the design process, facilitate faster decision-making, and ensure alignment with the budget and schedule. Early trade partner collaboration is a key strength of our Design-Build approach and enables better risk mitigation and delivery efficiency.



----- GMP DEVELOPMENT PLAN

10. The Design-Builder's process and frequency for keeping the Owner informed on all of the above.

CORE's approach to keeping the City of Killeen informed throughout the GMP development process is built on proactive communication, transparency, and collaboration. Our philosophy is rooted in the 80/20 rule: 80% of a project's cost-impacting decisions occur in the first 20% of the project. For this reason, we place significant emphasis on early and ongoing engagement with the Owner.

We establish regular communication at a time and format that suits all stakeholders. These meetings are used to review cost models, discuss scope developments, address schedule impacts, and ensure that all decisions are documented and aligned with the City of Killeen's goals. The CORE team will also provide monthly cash flow reports, integrated with our cost and schedule tools, to forecast expenditures and inform financial planning.

To support clarity and alignment, CORE facilitates collaborative workshops that bring together the Owner, design team, estimating team, and Trade Partners.

THESE WORKSHOPS ARE STRUCTURED TO:

- Prioritize the City of Killeen's programmatic goals
- * Explore options for value analysis and lifecycle cost evaluations
- ⊁ Address key risk factors and mitigation strategies
- Promote coordination between cost, schedule, and scope

Anytime a scope change or design evolution occurs, our estimating team will provide reconciliations showing the cost impacts and rationale for the change. Our document control platform, integrated with the WBS and RAM, ensures that all communications and updates are traceable and accessible to the team.

We believe that consistent engagement through structured updates, stakeholder workshops, and transparent reporting not only keeps the Owner informed but also prevents costly surprises. Our process ensures the City of Killeen remains a collaborative partner in every step of GMP development and execution.

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CORE has provided **professional** services that have made the construction process very **effective and stress-free**. Their team has been very **communicative and honest** about schedules, costs, escalation, and potential delays.

Andre Smith, South Patrol Commander Fort Worth Police Department

DIVIDER #4

DESIGN DEVELOPMENT AND MANAGEMENT



1. In developing the design for the Project, the Design-Builder will be required to assist the Owner to exceed the Project Goals; obtain and incorporate design input from multiple external stakeholders as well as multiple stakeholders within the Owner; and satisfy the Owner's budget and schedule. 2. Describe the Design-Build Team's overall approach to design development and management for the Project. Include a description of the design management process and the communications between the Owner, the Design-Builder, and the Designer during this process.

At BRW Architects, our approach to design development is grounded in collaboration, responsiveness, and alignment with the City of Killeen's goals. As part of the integrated CORE | BRW Design-Build team, we prioritize open communication and active listening to ensure the design reflects both the Owner's priorities and the practical needs of construction.

The design development process begins with early, structured engagement. Working closely with CORE and the City, we establish shared objectives around function, budget, and schedule. Through joint workshops and regular coordination meetings, we aim to create space for dialogue, allowing input from all stakeholders to guide the project from concept through execution.



Our design management process includes scheduled touchpoints to maintain progress and clarity: recurring design meetings, milestone planning sessions, and real-time coordination using platforms such as Revit for model sharing and Bluebeam Studio for document markups. These tools support collaborative review, timely feedback, and early issue resolution among the City, CORE, and BRW.

Throughout the process, CORE and BRW stay closely aligned to ensure that design intent, constructability, and cost remain in balance. The Owner remains an active partner through transparent communication and shared decision-making. At each milestone, we conduct dedicated review sessions to verify that City feedback is fully integrated and the design continues to meet established goals.

At every stage, our priority is to foster an inclusive, responsive process that results in a thoughtful, highperforming design-one that embodies the City of Killeen's vision and long-term objectives.



GARLAND POLICE DEPARTMENT

#4

3. Provide the Design-Build Team's concepts and suggestions for sustainable materials and systems that would be beneficial to the Project.

____.

The construction industry has a significant impact on the environment, which is why CORE | BRW believe it is our obligation to be good stewards of our natural resources. Through a deep understanding and working knowledge of sustainable practices and renewable alternatives we are able to collaborate with Clients, Architects and the end users to provide green solutions to both sophisticated systems and everyday issues.

BRW Architects integrates sustainability into public safety design with a focus on durability, energy efficiency, and operational resilience. Our strategies are built around the demanding, 24/7 nature of law enforcement facilities.

We prioritize durable, low-maintenance materials such as reinforced masonry, epoxy flooring, and anti-microbial finishes that stand up to heavy use and reduce lifecycle costs. Low-VOC products are standard to maintain indoor air quality. Building systems are designed for high performance. Energyefficient HVAC and LED lighting with zone controls reduce energy loads, while backup generators and UPS systems ensure operational continuity. Watersaving plumbing fixtures and native landscaping reduce water use and maintenance needs.

Where possible, we integrate stormwater management, solar orientation, and secure daylighting strategies-balancing sustainability with security. In staff areas, we enhance well-being through daylighting, acoustic control, and fitness spaces, recognizing the mental and physical toll of public safety work. All systems and materials align with ICC 500 and life-safety codes, designed to perform in critical events and support long-term facility resilience.

In short, our sustainable approach for police and public safety projects delivers practical performance– protecting people, resources, and mission-critical operations.

4. Describe the Proposed Design-Build Team's process for managing quality assurance and quality control during the design process and identify the Key Team Members that will be tasked with the review and coordination of all phases of design documents.

At BRW Architects, quality control is integrated into the project workflow from the earliest stages of design through final documentation. Our process includes a series of structured, milestonebased reviews that ensure design intent is maintained, technical coordination is complete, and documents are ready for construction.

Each phase of design is reviewed by a combination of internal and leadership-level staff. Our proposed Project Manager, James Hamilton, oversees the development and coordination of all documentation. Our proposed Project Architect, Kasi Svoboda, AIA, leads technical development and manages integration with consultants. Stephen Hilt, serving as BRW's proposed Quality Control Manager is responsible for performing milestone reviews independently of the production team. These reviews provide an impartial perspective focused on accuracy, cross-disciplinary coordination, and constructibility. Fred Clifford, as BRW's proposed Principal-in-Charge, offers high-level oversight and guidance throughout the design process.

Each design milestone is reviewed using BRW's internal standards and customized checklists. These tools guide the review process and help ensure consistency across disciplines. By assigning distinct roles and embedding QA/QC within the workflow, we are able to produce coordinated documents that reduce risk and support efficient delivery.

DIVIDER #5

PROJECT SEQUENCING AND SCHEDULING



1. The construction schedule should meet the Owner's estimated completion date, promote efficiency and have the least amount of impact on Owner's operations and the Project Stakeholders as possible. 2. Describe the Proposed Design-Build Team's overall approach to scheduling and construction sequencing for the Project.

At CORE, we set a very simple schedule goal for every project: Build it on or ahead of schedule. To meet this goal, we've developed a disciplined, collaborative approach to schedule development, management, and communication.

CORE will utilize Microsoft Project as our scheduling software tool for this project. During our Kick-off Meeting with the City of Killeen and BRW, we will bring a Preliminary Schedule for review and discussion. This schedule will integrate all key activities during the Design Phase, including milestone deadlines for BRW and Owner deliverables.

Following that, we will develop a Master Schedule that itemizes key milestones, trade partner activities, responsibilities, procurement timelines, and all critical meetings. The schedule will incorporate deliverables from BRW, CORE, and the City of Killeen, and will account for long-lead items to avoid delays.

From this Master Schedule, we generate additional working tools:

- Trade Partner Schedules: which reflect each Trade Partner's scope and allow for buy-in and feedback before contract execution
- Milestone Schedule: used to identify schedule slippage indicators
- Six- and Three-week Look-ahead Schedules: updated regularly to coordinate on-site activities in real time

CORE believes strongly in transparency and buy-in. Every activity in the Master Schedule is assigned to a responsible party. Before finalizing, we meet with our Trade Partners to gather their input on sequencing and durations, ensuring they are invested in the plan. This collaborative process builds accountability and fosters a team-first culture between CORE, the City, BRW, and our Building Partners.

Schedules are reviewed and updated regularly to track performance, manage progress, and ensure clear communication across all project stakeholders.



The Master Schedule brings everything together to confirm and track that the overall schedule will be met.

3. Identify the challenges in scheduling the construction for the Project and how the Design-Build Team will address those challenges.

SCHEDULING CHALLENGES AND MITIGATION STRATEGY

One of the primary scheduling challenges for this Project is the delay in issuance of Step 2 relative to the City's original timeline. This compression between procurement and expected delivery puts pressure on design progression, permitting, procurement, and construction sequencing, especially for long lead items like pre-engineered metal buildings (PEMBs), overhead doors, and specialized MEP equipment.

KEY CHALLENGES:

Reduced Design-to-Construction Turnaround: Delayed issuance of Step 2 reduces the time available for iterative design development and stakeholder input without impacting the City's end-date goals.

Procurement Lead Times: Critical materials such as PEMBs, mechanical systems, and specialty finishes require early release to avoid downstream impacts.

HOW WE'LL ADDRESS THESE CHALLENGES:

Fast-Track Critical Path Elements: We will break out early design packages for PEMB, civil, and site utilities to begin procurement and permitting ahead of the full design set.

Phased Permitting & Construction: By working closely with the City of Killeen, we'll seek early approvals for foundational scopes while finalizing interiors and system details, allowing us to move dirt while still designing finishes.

Detailed Procurement Tracking: Our team will implement an aggressive procurement schedule with bi-weekly tracking and contingency planning for any item with greater than 10-week lead time.

Dedicated City Coordination: We will engage with the City early and often to validate schedule assumptions, align on milestone dates, and ensure shared ownership of any scope-driven changes that may affect delivery.

PFLUGERVILLE PUBLIC WORKS FACILITY



4. Provide details regarding the tools used in developing optimal sequencing and coordination of the Work and how those tools will assist the Design-Builder in achieving those goals including but not limited to:

5. Building Information Modeling; and

CORE uses a suite of advanced construction technologies to enhance project planning, streamline coordination, and ensure seamless integration between design and field execution throughout all phases of the project.

3D DRONE SCANNING AND ASSESSMENT

To understand the overall surroundings for logistics, staging, circulation and phasing, CORE's Virtual Construction Department will drone scan the site prior to any work taking place.

LASER SCANNING AND HAZMAT ASSESSMENTS

Our team will perform extensive investigations using tools such as laser scanning to review existing conditions. We will document and communicate all interior challenges and abatement considerations using this data.

CLASH DETECTION AND AVOIDANCE

Our Virtual Construction Department will analyze the Architect's Revit model with all systems and layers at minimum BIM level 300. This analysis will ensure that any conflicts that are detected are mitigated prior to construction.

VIRTUAL 3D MOCKUPS AND ANIMATIONS

Our Virtual Construction Department can create 3D mockups and animations to ensure all stakeholders visually understand the design intent. These visualizations are also extremely helpful to ensure constructability sequencing, compatibility and material objectives are met.



3D MOCKUPS AND ANIMATIONS



COLLABORATIVE DOCUMENT REVIEW







MEP CLASH DETECTION

6. Administration of the consultants, subconsultants, and subcontractors.

During preconstruction, CORE breaks the project down by Trade Partner scope and creates preliminary schedules aligned with each trade's responsibilities. We review these schedules directly with the applicable Trade Partners to gain early buyin and gather their input on durations, sequencing, and long-lead material availability. This collaborative effort ensures our construction schedule reflects real world constraints and opportunities.

We will work closely with BRW and their subconsultants to align design deliverables with construction milestones. Regular coordination meetings will be held to review progress, manage expectations, and ensure timely responses to design decisions that could impact procurement or construction activities. This structured communication approach will allow us to manage all team members effectively, avoid schedule impacts, and promote accountability across disciplines. The result will be a proactive, team first culture that supports both design and construction success.

7. Describe the tools and methodology of the development of the baseline schedule including durations, sequencing and logic

CORE takes great pride in knowing we have never missed a project deadline. We have consistently delivered high-quality results on schedule and within budget, and we are fully committed to doing whatever it takes to deliver the project on time.

PRELIMINARY SCHEDULE DEVELOPMENT

At project kick-off, we present a Preliminary Schedule for review and input from the Owner and Design Team. This schedule incorporates key design milestones, permitting, early procurement, and long-lead item tracking to establish early alignment between stakeholders.

BASELINE SCHEDULE METHODOLOGY

We develop the Baseline Schedule using Microsoft Project, building it from the ground up by analyzing the WBS, project phasing, and known constraints. Activity durations are established using a combination of:

- ★ Historical production rates from similar projects
- Input from Trade Partners and vendors
- ★ Material lead times
- 🔺 Available labor resources

Each activity is logically linked using CPM to reflect the real sequence of work and identify dependencies, float, and risk areas. The schedule is reviewed internally by CORE's field and preconstruction teams, and then validated externally with input from the Design Team and Owner.

TRADE PARTNER INPUT

During preconstruction, we create scope-based schedules and review them with applicable Trade Partners. Their input on sequencing, durations, and material availability is essential to building a reliable schedule and gaining buy-in.

MASTER SCHEDULE AND REPORTING TOOLS

The approved Baseline Schedule becomes the Master Schedule, which includes all project activities, relationships, and milestones. From this, we generate supporting tools including the Milestone Schedule and Six- and Three-Week Look-Ahead Schedules to manage day-to-day progress. Our team uses these breakdowns to monitor key deliverables, forecast potential delays, and keep field operations and Trade Partners aligned.

This detailed, logic-driven approach allows CORE to maintain control of the schedule, proactively manage risk, and ensure on-time delivery.

DIVIDER #6

SAFETY

ARMY NATIONAL GUARD FIELD MAINTENANCE SHOP avondale, az

FIELD MAINTENANCE SHOP

1. Describe the safety record of the Builder member of your team. If the Design-Builder is a joint venture, submit the requirements of this section for each builder member firm of the joint venture.

CORE currently maintains a .59 Experience Modification Rate (EMR) over the past three years; well below the industry average of 1.0.

Experience Modification Rate



2. Describe the Design-Build Team's commitment to safety and what innovations the Team will bring to the Project to enhance safety.

Nothing is more crucial than the safety of our Employees, Building Partners, and Clients. The protection of people, property, and environment is a core value of our business philosophy. Our daily goal is to send everyone home safely, and we plan and manage for that. We recognize we are accountable for protecting people, and develop our safety culture around the importance of this foundational imperative. Because of our dedication to safety, we have maintained our commitment to zero incidents, zero accidents. From our Daily Activity Hazards Analysis (DAHA) reports, to our consistently low EMR, to our daily site inspections, we act as stewards of safety for the benefit of our Clients, our communities, and our team members. CORE's Safety Culture centers around the idea that ALL injuries are preventable when you take a proactive approach.

WHY do we care about safety?

CORE takes a comprehensive, ALL-IN approach to safety. For us, it is not about OSHA, minimizing lawsuits, or keeping insurance costs down. It is about ensuring that human life is preserved, and families remain together.

WHAT role does a Superintendent play in project safety?

Superintendents are essential to ensuring a safe site. As the Safety Champion on a project, they must develop, lead, and implement a safety culture on their site through:

- 🖌 Project Planning
- ✤ Site-specific Safety Orientations
- Coaching and Training
- ★ Mentoring
- ★ Daily Huddles
- ✤ Daily Safety Walks
- Identifying Deficiencies
- ⊁ DAHA Management
- Safety Stand-Downs
- ⊁ 🛛 Safety Meetings

WHAT are some of the tools CORE uses to promote safety on-site?

- Predictive Solutions
- ★ SafetyNet
- ✤ Logistics Plans
- ✤ Virtual Construction
- Drone Inspections

3. Provide a summary of your accident prevention program and an overview of its implementation.

CORE has the resources of a Safety Department that serves at both the local and national levels. Recognizing that the construction profession is one of substantial risk, we take all aspects of the business, from safety to contract compliance, very seriously. CORE's 2025 EMR rate is .61 and we have an average rate of .59 for the years 2022-2025. We have consistently maintained an EMR rate average well below the industry average of 1.0.

Life safety plans will be visibly posted throughout the project's site, indicating proposed escape routes and fire extinguisher locations. Preconstruction meetings will be conducted to identify potential safety hazards and fire department access routes throughout construction. Jobsite fencing and warning signs will be installed prior to the start of any construction activities. Daily inspections of temporary power and barricades will be conducted by CORE's on-site project team.

All CORE Superintendents use Predictive Solutions safety software which allows CORE to identify potential hazards on-site, and ultimately prevent workplace injuries. Predictive Solutions is installed on Superintendents' electronic devices to evaluate and report on safety conditions throughout the day. These reports are directed to our local and national Safety Departments so issues can be addressed internally or with our Trade Partners in an expeditious manner. Through our regular review of design progress documents and construction documents we will develop a comprehensive Master Safety Plan specific to the Police Department Evidence Building, Parks Maintenance Building, and Fleet Maintenance Building project.

Preventive measures required to rectify potential safety hazards will be identified in the project's Master Safety Plan. All Trade Partners providing goods and services on the project will be required to participate in a mandatory Preconstruction Project Safety Meeting. A detailed presentation of the Project Master Safety Plan outlining the requirements for each individual Trade Partner will be presented during the Preconstruction Project Safety Meeting and again on a monthly basis at the jobsite. All Trade Partners are contractually required to indicate their written understanding of, and agreement with, the Project Master Safety Plan prior to starting their construction activities. Trade Partners performing work on the project will be required to submit copies of their firm's Safety and HAZMAT programs to be filed at CORE's jobsite office trailer. Please also note that all CORE employed on-site personnel are OSHA 30-Hour and First Aid/CPR Certified and are required to attend ample amounts of ongoing training in safe construction practices.



A secure construction site is a top priority for CORE. We are prepared to implement the following items on the Police Department Evidence Building, Parks Maintenance Building, and Fleet Maintenance Building project:

- ✤ Single point of entry/exit
- Designated parking area for construction personnel
- ✤ Screened fencing
- ★ Visitor check-in at CORE's jobsite trailer
- ⊁ Fingerprinting

At CORE, we are never complacent with our efforts towards safety and continually strive to better our safety programs, practices, and culture. Over the last few years, CORE has worked harder than ever to make sure safety is at the forefront of everything we do. Some of our new initiatives include the following:

- ★ A Risk Management Committee comprised of employees from all departments. The committee meets monthly to generate new ideas regarding safety and safe practices.
- DAHA reports done by every Trade Partner, every day. These reports encourage daily safety planning by all on-site personnel.
- Weekly executive reporting meetings in which the status of each project, regarding safety, is reported directly to CORE's CEO. This level of accountability strongly enforces CORE's Safety Culture.



OUR SAFETY PROGRAM
DIVIDER #7

PRICE PROPOSAL FORM

PFLUGERVILLE PUBLIC WORKS Pflugerville, TX

PFLEET MAINTAINANCE BUILDING







Item No.	Description	Unit	Estimated Quantity	Proposed Unit Price	Extended Price
	Design of Park Maintenance Building				
1	Design Development	LS	1	82,425	82,425
2	Construction Documents	LS	1	82,425	82,425
3	As-Built Drawings	LS	1	70,875	70,875
	Design of Fleet Maintenance Building				
4	Design Development	LS	1	437,025	437,025
5	Construction Documents	LS	1	437,025	437,025
6	As-Built Drawings	LS	1	405,300	405,300
	Design of PD Evidence Building				
7	Design Development	LS	1	122,325	122,325
8	Construction Documents	LS	1	122,325	122,325
9	As-Built Drawings	LS	1	105,000	105,000
Total of	All Unit Price Items				\$1,936,725
adequate timated qu	nowledges that (1) each Proposed to cover Design-Builder's overhea antities are not guaranteed, and a ment for all unit price items will be suments.	ad and profine re solely for t	t for each sep the purpose of	arately identi comparison c	fied item, and of Price Propos
Total of A	ll Stipulated Price Items = Tota	l Price Prop	osal \$ <u>23</u>	8,890,278	

*Modifications to the building sizes may be required to accommodate the published construction budgets.

and American Society of Civil Engineers. All rights reserved.

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Printed name: <u>Gary Aanenson</u>		
RFP, the General Conditions, and the Supplementary Conditions. ARTICLE 8 – PRICE PROPOSAL SUBMITTAL PROPOSER: CORE Construction By: Signature: Printed name: Nichole Kotsur (If Proposer is a corporation, a limited liability company, a partnership, or a joint venture, attack evidence of authority to sign.) Attest: Signature: Printed name: Gary Aanenson Title: Executive Vice President Submittal Date: O5/23/25 Address for giving notices: 6320 Research Rd. Frisco, TX 75033 Telephone Number: 972-668-9340 Fax Number: Fax Number: N/A		
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Fax Number: N/A Contact Name and e-mail		Frisco, TX 75033
Contact Name and e-mail	Telephone Number:	972-668-9340
Comi Asnonson		Ν/Α
		Gary Aanenson
garyaanenson@coreconstruction.com		garyaanenson@coreconstruction.com
Proposer's License No.: N/A	Proposer's License No.:	Ν/Α

Page 5 of 5

#7





6320 Research Rd. Frisco, TX 75033

T 972.668.9340

April 15, 2025

To Whom it May Concern,

CORE Construction Services of Texas Inc., a corporation pursuant to the Texas Corporations Act (currently Chapter 21 of Title 2 of the Texas Business Organizations Code), has granted signatory authority, pursuant to the Corporation By-laws, Articles of Incorporation, and unanimous consent of the Board of Directors, to all the official Officers of the Corporation.

_____.

Those individuals as of April 15 include:

Title	Name
President	Gary Frazier
Vice-President	Gary Aanenson
Secretary	Mark A. Steffen
Treasurer	Mark A. Steffen

The above listed Officers can sign on behalf of the Corporation and have the legal authority to bind the Corporation to contractual obligations arises from their signature in each Officer's stated capacity.

If you have any questions, please do not hesitate to reach out to me at 972-668-9340.

Sincerely,

Mark A. Steffen Corporate Secretary CORE Construction Services of Texas, Inc.

www.coreconstruction.com

BID BOND

CONTRACTOR:

(Name, legal status and address) CORE Construction Services of Texas, Inc. 6320 Research Rd Frisco, TX 75033

OWNER:

(Name, legal status and address) City of Killeen 3201 - A South W.S. Young Dr Killeen, TX 76542 Travelers Casualty and Surety Company Hartford, CT 06183

SURETY:

(Name, legal status and principal place of business) Travelers Casualty and Surety Company

One Tower Square Hartford, CT 06183

BOND AMOUNT: Five Percent of Amount Bid (5%)

PROJECT:

(Name, location or address, and Project number, if any)

Design Build Services for Police Department Evidence Building, Parks Maintenance Building, and Fleet Maintenance Building

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

The Company executing this bond vouches that this document conforms to American Institute of Architects Document A310, 2010 edition

1



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††	

STATE OF ARIZONA	
COUNTY OF MARICOPA	
whom I am personally ac in-Fact of Travelers Casu said instrument is such ca thereof and of his/her offi	, 2025 before me personally appeared <u>Jacqueline Gurney</u> with quainted, who, being by me duly sworn said: That he/she is Attorney- laty and Surety Company, Hartford, CT and that said seal affixed to orporate seal; that was so affixed by authority of the Board of Directors ce under the Standing Resolutions of said Company; and that he/she eto as Attorney-in-Fact by like authority.
	~
	Claire M Tabuzuis Claire M Fabrizius
NOTARY STAMP	My commission expires:
	CLAIRE M FABRIZIUS Notary Public, State of Arizona Maricopa County Commission # 623132 My Commission Expires February 17, 2026





Travelers Casualty and Surety Company of America Travelers Casualty and Surety Company St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Jacqueline Gurney** FRISCO , Texas , their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.



State of Connecticut

City of Hartford ss.

Robert L. Raney, Senior Vice President

On this the 21st day of April, 2021, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026

Anna P. Nowik Notary Public

Bv:

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, sesident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.



Hu ant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880. Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.





www.coreconstruction.com

www.brwarch.com

PRICE PROPOSAL FORM

25-21

DESIGN BUILD POLICE DEPARTMENT EVIDENCE BUILDING, PARKS MAINTENANCE BUILDING & FLEET MAINTENANCE BUILDING

City of Killeen 3201-A South W.S. Young Drive Killeen, Texas 76542



RESPONSE DEADLINE: May 23, 2025, 2:00 pm

PRICE PROPOSAL FORM

Design Build Projects - PD Evidence Building, Parks Maintenance Building & Fleet Maintenance Building

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PRICE PROPOSAL FORM

Design Build Projects - PD Evidence Building, Parks Maintenance Building & Fleet Maintenance Building

ARTICLE 1 – PRICE PROPOSAL RECIPIENT

1.01 This Price Proposal is submitted to:

City of Killeen

Attn: Engineering Services

3201-A South W.S. Young Drive

Killeen, Texas 76542

1.02 The undersigned Proposer proposes and agrees, if this Price Proposal is accepted and Owner awards the design-build contract to Proposer, to enter into the design-build contract with Owner in the form included in the RFP Documents, to perform all Work as specified or indicated in the RFP Documents for the prices and within the times indicated in this Price Proposal and in accordance with the other terms and conditions of the RFP Documents.

ARTICLE 2 – PROPOSER'S ACKNOWLEDGEMENTS

2.01 Proposer accepts all of the terms and conditions of the Request for Proposals, including without limitation those dealing with the disposition of Price Proposal security. This Price Proposal will remain subject to acceptance for 60 days after the Price Proposal opening, or for such longer period of time that Proposer may agree to in writing upon request of Owner.

ARTICLE 3 – PROPOSER'S REPRESENTATIONS

- 3.01 In submitting this Price Proposal, Proposer represents that:
 - A. Proposer has examined and carefully studied the RFP Documents, and any data and reference items identified in the RFP Documents, and hereby acknowledges receipt of the following Addenda:

Addendum No.	Addendum Date

B. Proposer has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

EJCDC® D-425, Price Proposal Form—Design-Build Project. Copyright © 2016 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

- C. Proposer is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Proposer has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site, and all drawings (if any) of physical conditions relating to existing surface or subsurface structures at the Site, that Owner has identified or made available to Proposer, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that Owner has identified or made available to Proposer, especially with respect to Technical Data in Such reports, especially with respect to Technical Data in Such reports, especially with respect to Technical Data in such reports and drawings.
- E. Proposer has considered the information known to Proposer itself, and to members of Proposer's design-build team; information commonly known to design professionals, design-builders, and contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the RFP Documents; and the Site-related reports and drawings (if any) identified in the RFP Documents or otherwise made available to Proposer, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the project design; (3) the means, methods, techniques, sequences, and procedures of construction to be employed by Proposer; and (4) Proposer's safety precautions and programs.
- F. Proposer agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the preparation of its Proposal for performance of the Work at the prices stated and within the times required, and in accordance with the other terms and conditions of the RFP Documents.
- G. Proposer is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the RFP Documents.
- H. Proposer has given Engineer written notice of all conflicts, errors, ambiguities, and discrepancies that Proposer has discovered in the RFP Documents, and confirms that the written response from Owner is acceptable to Proposer.
- I. The RFP Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Price Proposal constitutes an incontrovertible representation by Proposer that Proposer has complied with every requirement of this Article, and that without exception the Price Proposal and all prices in the Price Proposal are premised upon performing and furnishing the Work required by the RFP Documents.

ARTICLE 4 – PROPOSER'S CERTIFICATION

- 4.01 Proposer certifies that:
 - A. This Price Proposal is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
 - B. Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false or sham Price Proposal;

- C. Proposer has not solicited or induced any individual or entity to refrain from submitting a Price Proposal; and
- D. Proposer has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
 - "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the proposal process to the detriment of Owner, (b) to establish prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Proposers, with or without the knowledge of Owner, a purpose of which is to establish prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the proposal process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF PRICE PROPOSAL

5.01 Proposer will complete the Work in accordance with the Contract Documents for the following price(s):

Α.	Stipulated Price for Parks Maintenance Building	\$ 2,944,875
B.	Stipulated Price for Fleet Maintenance Building	\$ 16,689,753
C.	Stipulated Price for PD Evidence Building	\$ 4,255,650

STIPULATED PRICE PROPOSAL FORMAT

Total of All Stipulated Prices (Line items 5.01.A

through 5.01.C.

23,890,278

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ltem No.	Description	Unit	Estimated Quantity	Proposed Unit Price	Extended Price
	Design of Park Maintenance Building				
1	Design Development	LS	1	82,425	82,425
2	Construction Documents	LS	1	82,425	82,425
3	As-Built Drawings	LS	1	70,875	70,875
	Design of Fleet Maintenance Building				
4	Design Development	LS	1	437,025	437,025
5	Construction Documents	LS	1	437,025	437,025
6	As-Built Drawings	LS	1	405,300	405,300
	Design of PD Evidence Building				
7	Design Development	LS	1	122,325	122,325
8	Construction Documents	LS	1	122.325	122,325
9	As-Built Drawings	LS	1	105,000	105,000
otal of	All Unit Price Items				\$ 1,936,72

FORMAT FOR UNIT PRICE PROPOSAL

Proposer acknowledges that (1) each Proposed Unit Price includes an amount considered by Proposer to be adequate to cover Design-Builder's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Price Proposals, and final payment for all unit price items will be based on actual quantities, determined as provided in the Contract Documents.

II \$ 23,890,278

ARTICLE 6 – ATTACHMENTS TO THIS PRICE PROPOSAL

- 6.01 The following documents are submitted with and made a condition of this Price Proposal:
 - A. Required Price Proposal security.

ARTICLE 7 – DEFINED TERMS

7.01 The terms used in this Price Proposal with initial capital letters have the meanings stated in the RFP, the General Conditions, and the Supplementary Conditions.

ARTICLE 8 – PRICE PROPOSAL SUBMITTAL

PROPOSER:

CORE Construction	
By: Signature:	Toto
Printed name:	Nichole Kotsur
(If Proposer is a corporation, a	l limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)
Attest: Signature:	Harry Chan
Printed name:	Gary Aanenson
Title:	Executive Vice President
Submittal Date:	05/23/25
Address for giving notices:	6320 Research Rd.
	Frisco, TX 75033
_	
Telephone Number:	972-668-9340
Fax Number:	N/A
Contact Name and e-mail address:	Gary Aanenson
	garyaanenson@coreconstruction.com
Proposer's License No.:	N/A

Bid Tab 25-21 Design Build						
	COF	RE Construction	Hill & Wilkinson General Contractors	Cerris Builders		
Parks Maintenace Design	\$	235,725.00	Non-Responsive	Non-Responsive		
Parks Maintenace Construction	\$	2,709,150.00				
Fleet Maintenace Design	\$	1,279,350.00				
Fleet Maintenace Construction	\$	15,410,403.00				
Police Dept. Evidence Design	\$	349,650.00				
Police Dept. Evidence Construction	\$	3,906,000.00				
TOTAL	\$	23,890,278.00				







RE: Recommendation of Award JMT Job No. 24-00083-001 Client Ref No. 25-21 Design-Build Services for Police Department Evidence Building, Parks Maintenance Building, and Fleet Maintenance Building

Dear Mr. Zagars:

Johnson, Mirmiran & Thompson, Inc. (JMT) and City Staff are pleased to submit our recommendation to award CORE Construction Services of Texas in the amount of \$23,890,278 as the Design-Build firm to perform the work described in RFQ 25-21 and RFP 25-21 Design-Build Services for the Police Department Evidence Building, Parks Maintenance Building, and Fleet Maintenance Building. The selection committee reviewed RFP Responses received on May 23, 2025.

CORE Construction was the only team to submit a Price Proposal on May 23, 2025. The other shortlisted firms were unable to submit price proposals due to their current workloads.

If you have any questions or need further information, please do not hesitate to contact me at (737) 243-1939 or jshell@jmt.com.

Very truly yours

Jennifer Shell Austin Office Leader | Principal in Charge Johnson, Mirmiran & Thompson, Inc.

Cc:



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, <u>and</u> 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

Gary Aanenson Printed Name

6/16/2025

Date

<u>CORE Construction Services of Texas, Inc.</u> Company Name

Executive Vice President Title

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1	of	
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	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 count of business.	Certificate Number: 2025-1324527			
	CORE Construction Services of Texas, Inc.	2023-132-327			
	Frisco, TX United States		Date Filed:		
2	Name of governmental entity or state agency that is a party to the	e contract for which the form is	06/16/2025		
[⁻	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.				
	RFQ #25-21				
	D-B Services for Police Dept Evidence Bldg, Parks Maintenar	nce Bldg & Fleet Maintenance Bldg.			
_			Nature o	finterest	
4	Name of Interested Party	City, State, Country (place of busin	Nature of interest (check applicable)		
			Controlling	Intermediary	
\vdash					
_					
-					
F					
F					
_					
5	Check only if there is NO Interested Party.				
6	UNSWORN DECLARATION				
			00/02/	1000	
	My name is, and my date of birth is08/03/1990				
			75022	110	
	My address is6320 Research Rd.			<u>US</u> .	
	(street)	(city) (st	ate) (zip code)	(country)	
I declare under penalty of perjury that the foregoing is true and correct.					
1	Executed inCountyCounty	y, State of TX, on the	6th day of June	20.25	
	Executed in <u>Collin</u> Count		(month)	, 20 <u>_2</u> (year)	
			(W - /	
		n n			
	- Nay Clan				
	Gignature of authorized agent of contracting business entity (Declarant)				

RS-25-117 July 15, 2025

DESIGN BUILD AWARD TO CORE **CONSTRUCTION FOR PARKS** MAINTENANCE BUILDNG, FLEET SERVICES BUILDING, POLICE EVIDENCE STORAGE BUILDING

Background

- 2
- The fiscal year (FY23) CIP included the construction of the Parks Maintenance Building, Fleet Services Building, and Police Evidence Storage Building and Parking Lot Expansion.
- On August 2024, the City Council approved a Professional Service Agreement with Johnson, Mirmiran & Thompson, Inc. (JMT) to act as the city's independent representative for the design/build project.
- On February 20, 2025, the city received eight responses for the Request for Qualifications for the design Build projects.

Background

- The RFQ submittals were reviewed and scored by the consultant JMT and staff. Scoring was based on:
 - Experience
 - Knowledge of similar projects
 - Concept approach
 - Quality and safety program
- Staff selected three teams to move forward to a request for proposals (RFP). They included Cerris Builders, Hill& Wilkinson General Contractors, and Core Construction.

Background

- Of the three requests, CORE Construction submitted a proposal in the total amount of \$23,890,278.00 for the design and construction of the three project as broken down as follows:
 - Park Maintenance Bldg Dgn.: \$235,725.00 Const.: \$2,709,150.00
 - Fleet Service Facility Dgn.:\$1,279,350.00 Const.: \$15,410,403.00
 - Police Evidence Bldg. Dgn.: \$349,650.00 Const.: \$3,906,000.00

Recommendation

Staff recommends that the City Council award a design/build contract to CORE Construction, in the amount of \$23,890,278.00, for the design build projects including the Parks Maintenance Building, Fleet Services Facility, and Police Evidence Storage Building, and authorize the City Manager, or designee, to execute any and all change orders within the amounts set be State and Local law.

City of Killeen



Staff Report

File Number: RS-25-118

Consider a memorandum/resolution authorizing the award of Bid No. 25-33, Reuse Water for Golf Course Irrigation Project to Bell Contractors, Inc. in the amount of \$770,362.29.

- DATE: July 15, 2025
- TO: Kent Cagle, City Manager
- FROM: Andrew Zagars, City Engineer
- SUBJECT: Authorize the Award of Bid No. 25-33, Reuse Water for Golf Course Irrigation Project to Bell Contractors, Inc.

BACKGROUND AND FINDINGS:

In 1990, the City of Killeen and Killeen Willows, Inc. entered a 99-year agreement that allowed Stonetree Golf Course to pump water from Willows Lake into the golf course irrigation system. Since entering into this agreement, the City has used water from South Nolan Creek, potable water, and reuse water from WCID's 38th St. Sewer Treatment Plant to replenish water used by the irrigation system.

In July 2019, the Texas Commission on Environmental Quality (TCEQ) notified the City that reuse water could no longer augment water levels in Willows Lake due to the lake being classified as an "on channel" reservoir or "Waters of the State". Under the guidance of the TCEQ, the city discontinued using reuse water and switched back to potable water to augment Willows Lake levels. City staff researched several alternatives to continue fulfilling the 99-year agreement, to meet TCEO and to most cost effectively supply water to the Stonetree Golf Course irrigation requirements, Staff's research concluded that the best alternative is to redirect the current reuse water system. discharge location to a newly installed 100,000-gallon ground storage tank that will supply reuse water to the golf course irrigation pumps.

On June 12, 2025, two (2) bids were received in response to Bid No. 25-33, Reuse Water for Golf Course Irrigation Project. The following bids were opened and read aloud:

Purchasing, Engineering, and Clark Associates, the design engineering firm, reviewed the bids and relevant bidder experience based on the selection criteria set forth in the contract documents and response of references. Bell Contractors, Inc. is recommended as the awarded bidder for Bid No. 25-33, Reuse Water for Golf Course Irrigation Project in the amount of \$770,362.29 as they are the responsive low bidder providing the best value to the city for this project.

THE ALTERNATIVES CONSIDERED:

N/A

Which alternative is recommended? Why?

N/A

CONFORMITY TO CITY POLICY:

This item conforms to state and local policies.

FINANCIAL IMPACT:

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

Total amount of \$770,362.29 will be fully encumbered in FY 2025.

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

This is a one-time expenditure in the amount of \$770,362.29.

Is this revenue/expenditure budgeted?

Yes, funds are available within account number 350-56201-900-400-920016.

If not, where will the money come from?

N/A

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

Yes

RECOMMENDATION:

Authorize the award of Bid No. 25-33, Reuse Water for Golf Course Irrigation Project to Bell Contractors, Inc.; authorize the City Manager, or designee, to execute a construction contract with Bell Contractors, Inc. in the amount of \$770,362.29; and furthermore, authorize the City Manager, or designee, to execute any and all change orders within the amounts set by State and Local law.

DEPARTMENTAL CLEARANCES:

Purchasing Finance City Attorney

ATTACHED SUPPORTING DOCUMENTS:

Bid Proposal Letter of Recommendation 2578 Bid Tabulation Contract Verification Form Certificate of Interested Parties Presentation



City of Killeen Purchasing Sophonia Price, Director of Procurement 802 N 2nd St, Killeen, TX 76541

[BELL CONTRACTORS, INC] RESPONSE DOCUMENT REPORT

BID No. 25-33 <u>Re-use Water for Golf Course Irrigation</u> RESPONSE DEADLINE: June 12, 2025 at 2:00 pm Report Generated: Thursday, June 12, 2025

Bell Contractors, Inc Response

CONTACT INFORMATION

Company: Bell Contractors, Inc

Email:

jperez@bellcontractors.com

Contact:

Jonathan Perez

Address:

3082 WEST hwy 190 Belton, TX 76513

Phone:

N/A

Website:

N/A

Submission Date: Jun 12, 2025 1:45 PM (Central Time)

ADDENDA CONFIRMATION

Addendum #1 Confirmed Jun 12, 2025 6:10 PM by Jonathan Perez

Addendum #2 Confirmed Jun 12, 2025 6:10 PM by Jonathan Perez

QUESTIONNAIRE

1. Conflict of Interest Questionnaire (Form CIQ)*

Please download the below documents, complete, and upload.

• Conflict of Interest Questi...

conflict_of_interest.pdf

2. References*

Bidders shall submit at least three (3) businesses as references of the proposed item, with addresses, telephone numbers and contact persons.

Please download the below documents, complete, and upload.

• <u>References.pdf</u>

References.pdf

3. Certificate of Interested Parties (Form 1295)*

If awarded, vendor must submit the Certificate of Interested Parties Form 1295 online.

Texas Government Code Section 2252.908 requires that parties contracting with governmental entities submit a disclosure of interested parties form for contracts entered into after January 1, 2016. Successful bidders shall electronically submit the form at the

following website: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm and provide the City with a certified copy prior to Council approval of the award.

Please confirm that you shall file the Certificate of Interested Parties (Form 1295) if awarded the contract.

Confirmed

4. Acknowledgement – "Boycott Israel*

By submitting this proposal the vendor hereby verifies that it does not boycott Israel and will not boycott Israel during the term of this contract. Boycotting Israel is defined in Texas Government Code section 808.001 to mean refusing to deal with, terminating business activities with, or taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

Confirmed

5. Acknowledgement – "Boycott Energy Companies"*

By submitting this proposal the vendor hereby verifies that it does not boycott energy companies and will not boycott energy companies during the term of the contract. "Boycott energy company" is defined in Texas Government Code section 809.001 to mean, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Paragraph (A).

Confirmed

6. Acknowledgement – "Prohibition on contracts with companies that discriminate against firearm and ammunition industries"*

By submitting this proposal the vendor hereby verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association. Discriminate against a firearm entity or a firearm trade association are defined in Texas Government

Code section 2274.001 as (A) with respect to the entity or association, to (i) refuse to engage in the trade of any goods or services; (ii) refrain from continuing an existing business relationship; (iii) terminate an existing business relationship; or (iv) otherwise express a prejudice against the entity or association; and (B) does not include the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories.

Confirmed

7. Antitrust Law Certification*

The vendor hereby certifies that neither the vendor nor the entity represented by the vendor, or anyone acting for such entity has violated the antitrust laws of the State of Texas, codified in Section 15.01 et seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly, prior to the solicitation opening with any competitor or any other person engaged in such line of business.

Yes

8. Litigation Disclosure*

Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

No

9. Has the owner(s) of the company been convicted of a crime within the past 10 years?*

No

10. Has the company been in bankruptcy, reorganization, or receivership in the last 5 years?* No

11. Has the company provided continuous services as requested in this solicitation and operated in this capacity for two (2) years without interruption? *

Yes

12. Has the company been disqualified or debarred by any public agency, including the Federal Government, from participation in public contracts?*

No

13. Does any City of Killeen employee or official have any financial or other interest in your company?* No

14. Can service be accomplished as specified in the specifications?* Yes

15. When can service commence after award (number of days)?* 15

16. Point of contact to resolve issues (delivery or invoice):*

Please provide the name, title, address, email, and phone number of contact.

Jonathan Perez V.P.

3082 W. HWY 190 Belton, Texas 76513

jperez@bellcontractors.com

254-654-1365

17. Cooperative Governmental Purchasing Notice*

Other governmental entities maintain interlocal agreements with the City, may desire, but are not obligated, to purchase goods and services defined in this ITB from the successful Bidder. All purchases by governmental entities, other than the City, will be billed directly to and paid by that governmental entity. The City will not be responsible for another governmental entity's debts. Each governmental entity will place their own orders with the successful Bidder and be responsible for ensuring full compliance with the ITB specifications. Prior to other governmental entities placing orders, the City will notify the successful Bidder of their intent.
Please indicate below if you will permit other governmental entities to purchase from your agreement with the City.

No

18. Copyrighted Material*

Texas Public Information Act

Steps to Assert Information Confidential or Proprietary

All bids or proposals, data, and information submitted to the City of Killeen are subject to release under the Texas Public Information Act ("Act") unless exempt from release under the Act. You are not encouraged to submit data and/or information that you consider to be confidential or proprietary unless it is absolutely required to understand and evaluate your submission.

On each page where confidential or proprietary information appears, you must label the confidential or proprietary information. Do not label every page of your submission as confidential as there are pages (such as the certification forms and bid sheet with pricing) that are not confidential. It is recommended that each page that contains either confidential or proprietary information be printed on colored paper (such as yellow or pink paper). At a minimum the pages where the confidential information appears should be labeled and the information you consider confidential or proprietary clearly marked.

Failure to label the actual pages on which information considered confidential appears will be considered as a waiver of confidential or proprietary rights in the information.

In the event a request for public information is filed with the City which involves your submission, you will be notified by the City of the request so that you have an opportunity to present your reasons for claims of confidentiality to the Texas Attorney General.

The proposal/bid submitted to the City contains NO confidential information and may be released to the public if required under the Texas Public Information Act.

19. If your proposal contains confidential information identify where it is located.

Where in your proposal is the confidential information? Please be specific.

n/a

20. Does bidder maintain insurance as specified herein (see insurance requirements within the specifications and terms and conditions)?*

Answer YES or

If your answer is NO, then please describe the differences here.

yes

21. Indicate the company's first year of business operation:* 1977

22. Insurance Broker Information*

Please provide your Insurance Broker's Name, contact name, phone number, fax number, and email address.

The Nitsche Group, Jennifer Biehle, 979-540-2225

23. Are there claims that are pending against this insurance policy?*

Answer No or

If yes, please describe:

no

24. List the most recent sales that you have with other public agencies, if any, and/or other customers (up to five) regarding a said materials / project:*

n/a

25. Emergency Business Service Contact Notice*

During a natural disaster, or homeland security event, there may be a need for the City of Killeen to access your business for products or services after normal business hours and/or holidays. The City may request City employee pick up or vendor delivery of product or services

For this purpose, a primary and secondary emergency contact name and phone number are required. It is critical the vendor's emergency contact information remains current. City shall be contacted by E-mail with any change to a contact name or phone number of these emergency contacts. Updates may be emailed to <u>lluciano@killeentexas.gov</u>

All products or services requested during an emergency event are to be supplied as per the established contract prices, terms, and conditions. The vendor shall provide the fee (pricing) for an after-hours emergency opening of the business, if any. In general, orders will be placed using a City of Killeen procurement card (Master Card) or City issued Purchase Order. The billing is to include the emergency opening fee, if applicable.

Please download the below documents, complete, and upload.

• Emergency Business Service ...

Emergency_Business_Service_Contact_Notice.pdf

26. Proposal Documents* Please Upload your COMPLETE Proposal here.

bid_package.pdf
bid_package.pdf

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity	FORM CIQ
This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.	OFFICE USE ONLY
This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).	Date Received
By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.	
A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.	
1 Name of vendor who has a business relationship with local governmental entity.	
Bell Contractors, Inc.	
2 Check this box if you are filing an update to a previously filed questionnaire. (The law re completed questionnaire with the appropriate filing authority not later than the 7th busines you became aware that the originally filed questionnaire was incomplete or inaccurate.)	s day after the date on which
3 Name of local government officer about whom the information is being disclosed.	
N/A	
Name of Officer	
CIQ as necessary. A. Is the local government officer or a family member of the officer receiving or li other than investment income, from the vendor? Yes No B. Is the vendor receiving or likely to receive taxable income, other than investment of the local government officer or a family member of the officer AND the taxable i local governmental entity? Yes No	income, from or at the direction income is not received from the
Describe each employment or business relationship that the vendor named in Section 1 m other business entity with respect to which the local government officer serves as an o ownership interest of one percent or more.	aintains with a corporation or fficer or director, or holds an
6 Check this box if the vendor has given the local government officer or a family member as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.0	of the officer one or more gifts
	JU3(a-1).

Form provided by Texas Ethics Commission

REFERENCES

Please provide three references:

Reference No. 1
Company Name Kiella Homebuilders
Address 7462 W. Adams Ave.
Temple, TX 76502
Type of Business Developer
Contact Person Ronny Mikeska
Email Address ronny@kiella.com
Telephone and Fax #'s 254-935-0752
Date and Type of Service(s) Provided Ongoing utility contracts
Reference No. 2
Company Name KPA Engineers
Address 19 N. Main St.
Temple, TX76501
Type of Business Engineering
Contact Person Ginger Tolbert
Email Address gtolbert@kpaengineers.com
Telephone and Fax #'s 254-773-3731
Date and Type of Service(s) Provided Ongoing utility contracts
Reference No. 3
Company Name MW Builders/Cerris Builders
Address 3712 Helios Way
Pflugerville, TX 78660
Type of Business Developer
Contact Person Ray McGrew
Email Address rmcgrew@mwbuilders.com
Telephone and Fax #'s 254-394-0701
Date and Type of Service(s) Provided True Harvest, Centx35, Valex USA

Emergency Business Service Contact Notice

During a natural disaster, or homeland security event, there may be a need for the City of Killeen to access your business for products or services after normal business hours and/or holidays. The City may request City employee pick up or vendor delivery of product or services

For this purpose, a primary and secondary emergency contact name and phone number are required. It is critical the vendor's emergency contact information remains current. City shall be contacted by E-mail with any change to a contact name or phone number of these emergency contacts. Updates may be emailed to <u>lluciano@killeentexas.gov</u>

All products or services requested during an emergency event are to be supplied as per the established contract prices, terms, and conditions. The vendor shall provide the fee (pricing) for an after-hours emergency opening of the business, if any. In general, orders will be placed using a City of Killeen procurement card (Master Card) or City issued Purchase Order. The billing is to include the emergency opening fee, if applicable.

The contractor shall provide the names, phone numbers and fee (pricing), if any, for an afterhour's emergency opening of the business listed below.

Contract #:	
Description:	
Primary Contact (Name): Jonathan Perez	
Primary Contact Phone Numbers: Home: (254) 939-3509	Cell:(254) 654-1365
Secondary Contact (Name): Craig Evans	
Secondary Contact Phone Numbers: Home: (254) 939-3509	Cell:(254) 534-1476
After Hours emergency opening fee, if applicable: \$ 5,000.00	

Business Name: Bell Contractors, Inc.

NOTICE TO BIDDERS BID NO. 25-33 Re-use Water for Golf Course Irrigation Project CITY OF KILLEEN, TEXAS

Notice is hereby given that the City of Killeen will receive sealed bids for *Re-use Water for Golf Course Irrigation Project* electronically through the City's OpenGov e-bidding site *or* addressed to the City of Killeen, Attn: Purchasing Division, 802 N. 2nd Street, Building E, 2nd Floor, Killeen, Texas 76541, until <u>2:00 p.m. on June 5, 2025</u>. Submittals received after the closing time will be returned unopened. Vendors may register and submit bids electronically at <u>https://procurement.opengov.com/login</u>.

Bids will be opened and read aloud through Zoom online video conferencing at <u>2:15 p.m. on June 5, 2025</u>; Zoom access is shown below. The general public will not be allowed inside the facility.

Zoom access:

For viewing follow;

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

Call: 1-346-248-7799 Meeting ID: 339 788 7656 Password: **04142020**

An mandatory pre-bid conference and site visit will be held on <u>May 27, 2025 at 2:00 p.m.</u> at the Transportation Conference Room, 3201-A South WS Young Drive, Killeen, TX 76542.

Bid questions will be accepted on the OpenGov e-bidding site, until **2:<u>00 p.m. on May 29, 2025</u>**. Questions will be answered in the form of an addendum and posted on the OpenGov website. It is the bidders/proposer's responsibility to obtain and acknowledge all addendums.

Complete information regarding this solicitation may be obtained from the City of Killeen website (<u>https://www.killeentexas.gov/414/Purchasing</u>), Demand Star (<u>http://www.demandstar.com/</u>), ESBD (<u>www.txsmartbuy.com</u>) and OpenGov E-Bidding site (<u>https://procurement.opengov.com/login</u>).

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

CITY OF KILLEEN, TEXAS

Sophonia Price Director of Procurement and Contract Management

INSTRUCTIONS TO BIDDERS

1. **PREPARATION OF BIDS:**

Submit BIDS upon the prescribed forms, or copies thereof. Prepare BIDS in compliance with the requirements of the NOTICE TO BIDDERS, these instructions, and the instructions printed on the prescribed forms. All applicable blank spaces on the BID must be filled in as noted, in ink with amounts extended and totaled, and no changes made in the phraseology of the forms or of the items mentioned therein. Any BID may be deemed irregular which contains any omission, erasure, alteration, addition, irregularity of any kind, or item not called for, or which does not contain prices set opposite to each of the several items in the BID form, or in which any of the prices are obviously unbalanced or which fails to conform in any manner to the conditions of the NOTICE TO BIDDERS. The bidder must sign his BID in the blank space provided therefore. If the BID is made by a partnership, it must be signed on behalf of the corporation by one of its officers. In order to ensure consideration, the BID must be enclosed in a sealed envelope plainly identified by the name of the project and addressed to the Owner as prescribed in the NOTICE TO BIDDERS.

2. <u>INTERPRETATION OF CONTRACT DOCUMENTS AND TECHNICAL</u> <u>SPECIFICATIONS, AND PLANS</u>:

Bidders desiring further information, or further interpretation of the Contract Documents and TECHNICAL SPECIFICATIONS and PLANS must make request for such information to the Engineer, prior to 48 hours before the bid opening. Answers to all such requests will be given in writing to all bidders, in addendum form, and all addenda will be bound and made a part of the Contract. No other explanation or interpretation will be considered official or binding. Should a bidder find discrepancies in, or omissions from the Contract Documents, TECHNICAL SPECIFICATIONS, or PLANS, or should he be in doubt as to their meanings, he should at once notify the Engineer in order that a written addendum may be sent to all bidders. It is the responsibility of the bidders to know if they received all such addenda, complete files of which will be maintained in the office of the Engineer and in the Office designated to receive the BIDS.

3. <u>AWARD OF CONTRACT</u>

Unless he rejects all BIDS, the Owner will award the Contract within <u>sixty</u> (60) days of the bid date, unless the time is extended by mutual consent. Considering all elements of the BIDS, contract will be awarded to the lowest responsible bidder. The right is reserved to reject any or all BIDS and to waive technical defects, as the interest of the Owner may require.

4. <u>CONDITIONS OF WORK</u>:

Each bidder is expected to inform himself fully of the construction and labor conditions under which the work will be performed, and will be presumed to have inspected the site and to have read and to be thoroughly familiar with the Contract Documents, TECHNICAL SPECIFICATIONS, and PLANS. Failure to do so will not relieve a successful bidder of his obligation to furnish all material and labor necessary to carry out the provisions of the Contract and to complete the contemplated work for the considerations set forth in this BID. Any information given in regard to subsurface data, test borings, and similar conditions are to be considered approximate and does not relieve the bidder of the responsibility for its verification.

5. <u>TIME OF COMPLETION</u>:

The Contractor shall have <u>260</u> consecutive calendar days to substantially complete the proposed work. Liquidated damages in the amount of <u>\$500</u> shall be assessed each day thereafter. The Contractor shall have <u>280</u> consecutive calendar days for final completion of the proposed work. Liquidated damages in the amount of <u>\$500</u> shall be assessed each day thereafter.

6. <u>DELIVERY OF PROPOSALS</u>:

It is the bidder's responsibility to deliver his BID at the proper time to the proper place. The fact that a BID was dispatched will not be considered. The bidder must have the BID actually delivered.

7. <u>SITE INVESTIGATION</u>:

The Bidder acknowledges that he has satisfied himself as to the nature and location of the Work, the general and local conditions, including, but not limited to, those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads, and uncertainties of weather, river stages, or similar physical conditions of the site, the conformation and facilities needed preliminary to and during prosecution of the Work.

8. <u>QUALIFICATION OF BIDDERS</u>:

The Owner may make such investigations as he deems necessary to determine the ability of the Bidder to perform the Work. The Bidder shall furnish all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the Bidder is not properly qualified to carry out the obligations of the Contract. Conditional bids will NOT be accepted.

APPENDIX A CITY OF KILLEEN GENERAL TERMS AND CONDITIONS

1. General Conditions

Bidders are required to submit their Bid upon the following express conditions:

- (a) Bidders shall make all investigation necessary to thoroughly inform themselves regarding plant and facilities for delivery of material and equipment as required by the Bid conditions. No plea of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the bidder.
- (b) Unless specifically stated otherwise in the specifications, only new products or equipment will be acceptable.

2. **Preparation of Bid**

Bid will be prepared in accordance with the following:

- (a) All information required by the Bid shall be furnished. The bidder shall print or type his/her name and manually or electronically sign the Bid and each continuation sheet on which an entry is made.
- (b) Unit prices shall be shown and where there is an error in extension of the price, the unit price shall govern.
- (c) Alternate Bids will not be considered unless authorized by the City within the specifications.
- (d) Proposed delivery time must be shown and shall include weekends and holidays if requested by the City.
- (e) The City qualifies for exemption from State and Local Sales and Use Taxes pursuant to the provision of Article 20.04(f) of the Texas Limited Sales, Excise and Use Tax Act. Taxes normally levied on the purchase, rental and lease of materials, supplies and equipment used or consumed in performance of the Contract may be exempted by issuing to suppliers an exemption certificate in lieu of tax. Exemption certificates comply with State Comptroller of Public Accounts Ruling No. 95-0.07. Any such exemption certificate issued in lieu of tax shall be subject to State Comptroller of Public Accounts Ruling No. 95-0.09, as amended. Failure by the Bidder or the bidder's Subcontractors s to take advantage of the City's exemption and to obtain such exemption certificate shall make him responsible for paying taxes incurred on materials furnished on the Project without additional cost to or reimbursement by the City.

3. Description of Supplies

Any catalog of manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Bidders are required to state exactly what they intend to furnish; otherwise they will be required to furnish the item as specified.

4. Submission of Bid

By submitting your Bid, you acknowledge that the City of Killeen will not accept any Bid, or execute any submitted contract in conjunction with a Bid that requires the City to agree to any of the following:

- Governing law other than the law of the State of Texas
- Venue other than Bell County
- Mandatory arbitration
- Artificial limitation of liability
- Artificial statute of limitation
- Waiver of trial by jury
- Indemnify a vendor
- (a) Bid and changes thereto shall be enclosed in a sealed envelope addressed to the Purchasing Office, City of Killeen. The names and address of Bidder, the date and hour of the Bid opening and the Bid number shall be placed on the outside of the envelope.
- (b) Bids must be submitted on the forms furnished. Telegraphic Bids will not be considered. However, Bids may be modified by written notice provided such notice is received prior to the time and date set for the Bid opening.
- (c) All Bid documents shall be sealed and submitted no later than the specified date and hour of the Bid opening to:

Electronically submit bids to OpenGov Site:

(<u>https://procurement.opengov.com/login</u>)

OR

Delivery Address: City of Killeen Attn: Purchasing Division 802 N 2nd Street, Building E, 2nd Floor #215 Killeen, TX 76541

5. Rejection of Bid

- (a) The City may reject a Bid if:
 - 1. The Bidder mistakes or conceals any material fact in the Bid, or if
 - 2. The Bid does not strictly conform to law or the requirements of the Bid, or if
 - 3. The Bid is conditional, except that the Bidder may qualify his Bid for acceptance by the City as an "All or None" basis.
- (b) The City may, however, reject all Bids whenever it is deemed in the best interest of the City to do so, and may reject any part of a Bid unless the Bid has been qualified as provided in section 5(a) 3 above.

6. Withdrawal of Bid

A bidder may withdraw a bid that has been submitted at any time up to the due date and time. To accomplish this, a written request signed by an authorized representative of the bidder must be submitted to the Director of Procurement and Contract Management at sprice@killeentexas.gov. All bids shall be valid for a period of ninety (90) days after the bid opening

7. Late Bid or Modifications

Bid and modifications received after the time set for the Bid opening will not be considered.

8. Clarification or Objection to Bid Specifications

If any person contemplating submitting a Bid for this contract is in doubt as to the true meaning of the specifications, or other Bid documents, or any part thereof, he may submit to Purchasing, a request for clarification by the deadline established in the Bid. All such requests for information shall be made in writing and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the Bid, if made, will be made only by an addendum duly issued. A copy of such addendum will be distributed to all known bidders who have expressed an interest in this bid. The City will not be responsible for any other explanation or interpretation of the proposed Bid made or given prior to the award of the contract. Any objection to the specifications and requirements, as set forth in the Bid documents must be filed in writing with the Purchasing Division by the deadline established in the Bid.

9. Discounts

- (a) Prompt payment discounts will be considered in making the award provided the period of the discount offered is sufficient to permit payment within such period in the regular course of business.
- (b) In connection with any discount offered, time will be computed from the date of receipt of supplies or services or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date of mailing of the check.

10. Award of the Contract

- (a) The contract will be awarded to the lowest responsible bidder. "Lowest responsible bidder" means the Bidder submitting the lowest bid meeting all requirements of the specifications, instructions, and terms and conditions of the bid and who has the financial and practical ability to fully and reliably perform all obligations of the Contract, taking into consideration qualifications and past performance of the Bidder. The following are considered examples of performance that is not responsible and may lead to a determination that the Bidder is not responsible:
 - * Falsification of information provided in bid response;
 - * Non-observance of safety requirements;
 - * Failure to meet requirements of federal, state, or local law, as applicable, including employment;
 - Substantial failure to adhere to contractually agreed-upon schedules; and

Poor past performance on City projects such as use of defective materials, refusal to correct defective work not in accordance with contract documents, failure to reasonably resolve disputes, termination for cause, or performance leading to litigation.

Determination of most advantageous Bid for the municipality may be based on, but not limited to:

- * Unit price
- * Total Bid price
- * Terms and discounts
- * Delivery date
- * Product warranty
- * Special needs and requirements of City
- * Past experience with product/service
- * City's evaluation of the bidder's ability, financial, strength, and ethical standards
- * Quality of the bidder's goods or services

- * Bidder's past performance
- * Demurrage charges, freight costs and mileage
- * Estimated costs of supplies, maintenance, etc.
- * Estimated surplus value, life expectancy
- * Results of testing samples
- * Conformity to specifications
- * Training requirements, location, etc.
- * Location of maintenance facility/service person; ability to provide for minimum down time
- * The total long-term cost to the municipality to

* The extent to which the goods or services meet the municipality's needs

acquire the bidder's goods or services

- * Reputation of bidder and of bidder goods and services
- (b) The City reserves the right to accept any item or group of items of this Bid, unless the Bidder qualifies his Bid by specific limitation. Reference section 5(a) 3 above.
- (c) A written award of acceptance mailed or otherwise furnished to the successful Bidder will then be followed up with a contract/service agreement for review by the City's legal team, if not otherwise specified within.
- (d) Prices must be quoted "F.O.B. Destination (Killeen) with all transportation charges prepaid," unless otherwise specified in the Bid.
- (e) If identical Bids are received from two or more bidders and those Bids are the lowest and best Bid, the tie shall be broken in accordance with provisions in Section 271.901 of the <u>Texas Local</u> <u>Government Code</u>.
- (f) As stated in Section 271.905 of the <u>Texas Local Government Code</u>. "In purchasing under this title any real property or personal property that is not affixed to real property, if a local government receives one or more competitive sealed Bid from a bidder whose principal place of business is in the local government and whose Bid is within three percent of the lowest Bid price received by the local government from a bidder who is not a resident of the municipality, the local government may enter into a contract with: (1) the lowest bidder; or (2) the bidder whose principal place of business is in the local government if the governing body of the local government determines, in writing, that the local bidder offers the local government the best combination of contract price and additional economic development opportunities for the local government and increased tax revenues to the local government."
- (g) As stated in Section 271.9051(b) of the <u>Texas Local Government Code</u>, "In purchasing real property or personal property that is not affixed to real property, or services, if a municipality receives one or more competitive sealed Bid from a bidder whose principal place of business is in the municipality and whose Bid is within five percent of the lowest Bid price received by the municipality from a bidder who is not a resident of the municipality, the municipality may enter into a contract for an expenditure of less than \$100,000 or a contract for other purchases in an amount of less than \$500,000 with: (1) the lowest bidder; or (2) the bidder whose principal place of business is in the municipality if the governing body of the local government determines, in writing, that the local bidder offers the municipality the best combination of contract price and additional economic development opportunities for the municipality and increased tax revenues to the municipality."

11. Ex Parte Communication

Please note that to ensure the proper and fair evaluation of a proposal, the City prohibits ex parte communication (e.g., unsolicited) initiated by the Proposer to a City Official or employee evaluating or considering the proposal prior to the time a formal decision has been made. Questions and other communication from proposers will be permissible with only the Director of Procurement and Contract Management until the time and the day specified as the deadline for questions. Any communication between Proposer and the City after the deadline for questions will be initiated by the appropriate City Official or employee in order to obtain information or clarification needed to develop a proper and accurate evaluation of the proposals. Participation in any ex parte communication, whether or not initiated by the

Proposer, may be grounds for disqualifying the offending proposer from consideration or award of the solicitation then in evaluation, or any future solicitation.

Additionally, neither the City of Killeen City Council nor City staff, except in the course of City-Sponsored inquiries, briefings, interviews, or presentations, shall initiate any contact with a Proposer or directly discuss or promote any proposal with any Proposers, including their agents and representatives.

12. Bid Protest

Any bidder wishing to file a protest concerning alleged improprieties with this solicitation must submit the protest in written format to the Purchasing Division within 5 business days after the specified time of the Bid opening. The formal written protest must identify the name of the bidder contesting the solicitation, the project name and number, and the specific grounds for the protest with all supporting documentation. A response to the protest will be prepared by Purchasing within 10 business days of receipt of the protest. All determinations made by the City are final.

13. Termination for Governmental Non-Appropriations

This contract is a commitment of the City's current revenues only. Should the terms of the Bid require payment of funds over more than the current fiscal year ending September 30, the following shall apply:

- (a) For each lease, City represents and warrants: that it has appropriated and budgeted the necessary fund to make all rent payments required pursuant to such lease for the remainder of the fiscal year in which the payment term commences; and that it currently intends to make rent payments for the full lease term as scheduled in the applicable payment schedule if funds are appropriated for the rent payment in each succeeding fiscal year by its governing body. Without contractually committing itself to do so, City reasonably believes that monies in an amount sufficient to make all rent payments can and will lawfully be appropriated; therefore, City agrees to budget requests to include the rent payments payable during each fiscal year in the budget requests presented to City's governing body for each fiscal year; provided, that City's governing body retains authority to approve or reject any such budget request. All rent payments shall be payable out of the general funds of City or out of other funds legally appropriated therefore. Lessor agrees that no lease will be a general obligation of City and no lease shall constitute a pledge of either the full faith and credit of City or the taxing power of City.
- (b) If City's governing body fails to appropriate sufficient funds in any fiscal year for rent property or other payments due under a lease and if other funds are not legally appropriated for such payment, then a non-appropriation event shall be deemed to have occurred. If a non-appropriation event occurs, then: (1) City shall give lessor immediate notice of such non-appropriation event and provide written evidence of such failure by City's governing body; (2) on the return date, City shall return to Lessor all of the equipment covered by the affected lease, at City's sole expense; (3) the affected lease shall terminate on the return date without penalty to City; (4) return date means the last day of the fiscal year for which appropriations were made for the rent payments due under a lease.

14. Termination of Contract

This contract shall remain in effect until the contract expires, delivery/completion and acceptance of products and/or performance of services ordered or until terminated by either party with a thirty (30) day written notice prior to any cancellation. All bidders must state therein the reasons for such cancellation. City reserves the right to award a cancelled contract to next best offeror as it deems to be in the best interest of the City.

15. Assurance of Compliance

For Equal Employment Opportunity and Small and/or Minority Business Enterprise Requirements the bidder agrees that if this Bid is accepted, he/she will not engage in employment practices which have the effect of discriminating against employees or prospective employees because of race, color, religion, national origin, sex, age, handicap, or political belief or affiliation.

16. Conflict of Interest Disclosure Questionnaire

The Bidder agrees that if a member of the City Council a Councilmember's close relative or any officer or employee of the City has a financial interest, direct or indirect, or by reason of ownership of stock in any corporation, in any contract with the City, or be financially interested, directly or indirectly, in the sale to the City any land, materials, supplies or services except on behalf of the City, as an officer or employee, the official shall file before a vote or decision on any matter involving the business entity or the real property, an affidavit stating the nature and extent of the interest and shall abstain from further participation in the matter if:

- (a) in the case of a substantial interest in a business entity the action on the matter will have a special economic effect on the business entity that is distinguishable from the effect on the public; or
- (b) in the case of a substantial interest in real property, it is reasonably foreseeable that an action on the matter will have a special economic effect on the value of the property, distinguishable from its effect on the public.

Chapter 176 of the Texas Local Government Code mandates the public disclosure of certain information concerning persons doing business or seeking to do business with the City of Killeen, including affiliations and business and financial relationships such persons may have with the City of Killeen. An explanation of the requirements of Chapter 176 and complete text of the new law are available at: https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf

17. Gratuities

It shall be a breach of ethics to offer, give, or agree to give any employee of the City or for any employee of the City to solicit or accept from another person, a gratuity or an offer of employment in connection with any decision regarding any part of a program requirement, proposal, or purchase request pending before the City.

18. Kickbacks

It shall be a breach of ethics for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the City, or any person associated therewith, as an inducement for the award of a subcontract or order.

19. Venue for Legal Action

This agreement shall be governed and construed according to the laws of the State of Texas. Venue for purposes of any and all lawsuits, causes of actions, claims or disputes shall be in Bell County, Texas.

20. Conflicts in Terms and Conditions for Bids

If any conflicts exist between the Terms and Conditions for Bids and the standard form of agreement between the owner and Bidder, the standard form of agreement between the owner and bidder shall prevail.

21. Insurance

All bidders shall have the appropriate amount of insurance while delivering the items once awarded, this coverage shall be present as to cover all losses up until the City accepts the items in writing.

A. Comprehensive General Liability and Property Damage Insurance.

The bidder shall take out and maintain during the life of this Contract such Comprehensive General Liability and Property Damage Insurance as shall protect the City from claims for damages or personal injury, including accidental death, as well as from claims for property damages which may arise from delivering the item under this contract, whether such operations be by himself or by an subcontractor or by anyone directly or indirectly employed by either of them, and the minimum amounts of such insurance shall be as follows:

Bodily Injury.

- (1) Each Occurrence \$1,000,000
- (2) Annual Aggregate \$2,000,000

Property Damage Insurance.

- (1) Each Occurrence \$1,000,000
- (2) Annual Aggregate \$2,000,000

B. <u>Comprehensive Automobile Liability.</u>

Bodily Injury

- (1) Each Person \$500,000
- (2) Each Accident \$1,000,000

Property Damage

(1) Each Occurrence - \$1,000,000

22. Disclosure of Interested Parties

Texas Government Code Section 2252.908 requires that parties contracting with governmental entities submit a disclosure of interest parties form for contracts entered into after January 1, 2016. Successful bidders shall electronically submit the form at the following website: <u>https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm</u> and provide the City with a certified copy prior to Council approval of the Bid award.

23. Acknowledgement – "Boycott Israel"

By signing and submitting this bid the vendor hereby verifies that it does not boycott Israel and will not boycott Israel during the term of this contract. Boycotting Israel is defined in Texas Government Code section 808.001 to mean refusing to deal with, terminating business activities with, or taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

24. Acknowledgement – 'Boycott Energy Companies''

By signing and submitting this bid the vendor hereby verifies that it does not boycott energy companies and will not boycott energy companies during the term of the contract. "Boycott energy company" is defined in

COUNTY: BELL PROJECT: RE-USE WATER FOR GOLF COURSE IRRIGATION BID NO.: 25-33

Texas Government Code section 809.001 to 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).

25. Acknowledgement – "Prohibition on contracts with companies that discriminate against firearm and ammunition industries"

By signing and submitting this bid the vendor hereby verifies that it does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association. Discriminate against a firearm entity or a firearm trade association are defined in Texas Government Code section 2274.001 as (A) with respect to the entity or association, to (i) refuse to engage in the trade of any goods or services; (ii) refrain from continuing an existing business relationship; (iii) terminate an existing business relationship; or (iv) otherwise express a prejudice against the entity or association; and (B) does not include the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories.

SIGNATURE:

PRINT NAME: Jonathan Perez, V.P

DATE: 06/11/2025

BID PROPOSAL

The undersigned, as Bidder, declares that the only person or parties interested in this Bid proposal ("Bid") as principals are those named herein, that this Bid is made without collusion with any other person, firms, or corporation, that he has carefully examined the form of contract, Notice to Bidders, Specifications and the Plans therein referred to, and has carefully examined the locations, conditions, and classes of materials of the proposed work, and agrees that he will provide all the necessary labor, machinery, tools, apparatus, and other items incidental to construction, and will do all the work and furnish all the materials called for in the Contract and Specifications in the manner prescribed and according to the requirements of the Engineer as herein set forth.

It is understood that the following quantities of work to be done at unit prices are approximate only, and are intended principally to serve as a guide in evaluating bids. Payments for such items will be made on the basis of the actual quantity incorporated in the Work.

It is further agreed that the quantities of work to be done at unit prices and material to be furnished may be increased or diminished as may be considered necessary, in the opinion of the Engineer, to complete the Work fully as planned and contemplated, and that all quantities of work, whether increased or decreased, are to be performed at the unit prices set forth below except as provided for in the Specifications.

It is further agreed that lump sum prices may be increased to cover additional work ordered by the Engineer, but not shown on the Plans or required by the Specifications, in accordance with the provisions of the General Conditions. Similarly, they may be decreased to cover deletion of work so ordered.

It is understood and agreed that the work is to be completed in full within the time shown in the Instruction to Bidders.

Accompanying this Bid is a Cashier's Check or Bid Bond in the amount of <u>5% MAB</u>

DOLLARS (\$

), which is a minimum of five (5%) percent of the total amount of the Base Bid.

The bid security accompanying this Bid shall be returned to the Bidder, unless, in case of the acceptance of the Bid the Bidder shall fail to execute a Contract and file a Performance and Payment Bond within ten (10) days after its acceptance, in which case the Bid security shall become the property of the OWNER, and shall be considered as payment for damages due to delay and other inconveniences suffered by the OWNER on account of such failure of the Bidder. It is understood that the OWNER reserves the right to reject any and all Bids received.

COUNTY: BELL PROJECT: RE-USE WATER FOR GOLF COURSE IRRIGATION BID NO.: 25-33

In the event of award of a contract to the undersigned, the undersigned will appear before the authorized representative of the Owner and furnish Performance and Payment bonds for the full amount of the Contract, with the sureties offered by: <u>5% of Aggregate Bid</u> and

To secure proper compliance with the terms and provisions of the Contract to insure and guarantee the work until final completion and acceptance and to guarantee payment of all claims for labor performed and material furnished in fulfillment of the Contract.

The work proposed to be done shall be accepted when fully completed and finished in accordance with <u>RE-USE WATER FOR GOLF COURSE IRRIGATION</u> Plan Sheets and Specifications, to the satisfaction of the Engineer.

The undersigned certifies that the Bid prices contained in this Bid have been carefully checked and are submitted as correct and final.

Receipt is hereby acknowledged of the following addenda to the Contract Documents:

Addendum No. 1 dated 05/22/2025	Received 05/22/2025
Addendum No. 2 dated 06/05/2025	_ Received _ 06/05/2025
Addendum No. 3 dated	_ Received

This is a Bid of: <u>Bell Contractors, Inc.</u> Corporation, organized and existing under the laws of the State of <u>Texas</u>, or; a Partnership consisting of ______, or; and Individual, doing business as _______

By:_____

Seal, if a Corporation

<u>V.P.</u> TITLE

MAILING ADDRESS

3082 W. Hwy. 190 STREET ADDRESS

Belton, TX 76513 CITY AND STATE

254-939-3509 TELEPHONE NUMBER

EXHIBIT "A" - UNIT PRICE WORK BID SCHEDULE CITY OF KILLEEN, TEXAS Re-Use Water for Golf Course Irrigation

Item No.	Estimated Quantity	Unit	Description of Item	Unit Price in Figures	Total Amount
1)	100%	LS	Furnish and install all materials, labor, overhead, and profit required to provide Preparation of Right-of-Way, Haul Off, and Site Clearing, including but not limited to; miscellaneous demolition; demolition and removal of trees; existing utility and structure verification, bracing, and/or protection; landscaping and grass sod removal and replacement, including tree protection; DVD copies of Video Recording of site pre construction; per project specifications and details, complete in place per lump sum.	<u>\$ 16,097-08</u> <u>\$</u>	16,097-08
2)	100%	LS	Furnish and install all materials, labor, overhead, and profit required to provide Mobilization, Bonds, Permits and Insurance, per project specifications and details, complete in place per lump sum. (Maximum 5%)	<u>\$37,973-33</u> <u>\$</u>	37,973.33
3)	100%	LS	Furnish and install all materials, labor overhead, and profit required to provide and implement a Storm Water Pollution Prevention Plan, including permits, per City of Killeen and TCEQ specifications and requirements, complete in place per lump sum.	<u>\$ 12,090-21</u> <u>\$</u>	12,090-21
4)	100%	LS	Furnish and install all materials, labor, overhead, and profit required to provide and implement a Trench Safety Plan, signed and sealed by Registered Professional Engineer Licensed in the State of Texas, per project specifications and details, complete in place per lump sum.	<u>\$3,385_34</u> <u>\$</u>	3,385,34
5)	100%	LS	Furnish and install all materials, labor, overhead, and profit required to Pothole, Excavate and Locate Existing Utilities, at locations shown on plans, per project specifications, notes and details, complete in place per lump sum.	<u>\$6,562-08</u> <u>\$</u>	6,562-08
6)	10	SY	Furnish and install all materials, labor, overhead and profit required to sawcut, remove, and replace existing HMAC Pavement, at locations shown on plans, per project specifications, complete in place per square yard.	<u>\$ 223-45</u> <u>\$</u>	2,234-50
7)	12	SY	Furnish and install all materials, labor, overhead and profit required to sawcut, remove, and replace existing Reinforced Concrete Cart Path, at locations shown on plans, per project specifications, complete in place per square yard.	<u>\$ 303.95 </u> \$	3,647.40

COUNTY: BELL PROJECT: RE-USE WATER FOR GOLF OURSE IRRIGATION BID NO.: 25-33

Item No.	Estimated Quantity	Unit	Description of Item	Unit Price in Figures	Total Amount
8)	100%	LS	Furnish and install all materials, labor, overhead, and profit required to provide new 100,000 Gallon Water Storage Tank inlcuding but not limited to; New Ground Storage Tank, New Structural Concrete Ring, New 8" PVC DR18 Reclaimed Water Main, New 8" Water Main Fittings, New 8" Ductile Iron Pipe, New Connections to Existing Water Mains and Supply Lines, SCADA system, Transmitters, Electrical Wiring, Electrical Service, Conduit, Connectors, Raceway, Boxes, Control Systems, Disconnects, Fuses, Phase Failure Protection, Wiring Gutters, Conductors, Circuit Breakers, Connections and Terminations to all New Equipment, Devices, and Fixtures, Grounding Work, Trenching, Earthwork, Permits, Training, and All Appertenances, etc. at locations show on plans, per project specifications, notes and details, complete in place per lump sum.	<u>\$552,913,97</u>	<u>\$552,913_97</u>
9)	100%	LS	Furnish and install all equipment, materials, labor overhead, and profit required to provide the control system, including, all cabinets, conductors, terminations, raceway, design services, programming, hardware, radio tower software, permits, tools, labor, equipment, materials, supervision, etc for a complete and operable system, completely integrated with the Owner's system, including training as necessary, complete in place per lump sum.	\$ 115,356-08	<u>\$</u> 115,356.08
10)	100%	LS	Furnish and install all materials, labor, tools, permits, overhead, supervision, and profit required to provide electrical testing as detailed in the electrical specifications, complete in place per lump sum.	<u>\$</u> 2,905-42	\$ 2,905-42
11)	100%	LS	Furnish and install all materials, labor, tools, permits, overhead, supervision, and profit required to provide electrical system studies, to include short circuit and arc flash studies. Provide arc flash labels as required by the plans and specifications and as required by NEC, complete in place per lump sum.	<u>\$ 12,105-42</u>	\$ 12,105_42
12)	100%	LS	Furnish and install all materials, labor, overhead, and profit required to provide (4) Operantions and Maintenance (O & M) Manuals as per City of Killeen requirements, complete in place per lump sum.	\$ 1,840-42	\$ 1,840-42
13)	100%	LS	Furnish and install all materials, labor, overhead, and profit required to provide ALL WATER MAIN TESTING per TCEQ Requirements and Contract Documents, complete in place per lump sum.	<u>\$</u> 3,251_04	\$ 3,251.04
			Total City of Killeen 2024 Re-Use Water for Golf Course Irrigation:	<u>\$</u>	770,362_29

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, Bell Contractors, Inc. as Principal, and firmly bound unto City of Killeen

as owner in the sum of <u>s 5% Maximum Amount of Bid (5% MAB)</u> as the proper measure of liquidated damages for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed this 12th day of June , 2025.

The condition of the above obligation is such that whereas the Principal has submitted to The City of Killeen a certain bid, attached hereto and hereby made a part hereof to enter into a contract in writing, for the <u>**RE-USE WATER FOR GOLF COURSE IRRIGATION**</u>

Now, Therefore,

If said Bid shall be rejected, or in the alternate,

If said Bid shall be accepted and the Principal shall be accepted and the Principal shall execute and deliver a contract in the Form of contract attached hereto (Properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid,

Then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any breach of condition hereunder shall be in the face amount of this bond and forfeited as a proper measure of liquidated damages.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year set forth above.

Bell Contractors, Inc. (L.S.) Principal

Travelers Casualty and Surety Company of America Surety

By: Knufor Jennifer J. Biehle, Attorney-In-Fact

SEAL

(a) (b)



Travelers Casualty and Surety Company of America Travelers Casualty and Surety Company St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and the Companies do hereby make, constitute and appoint Jennifer J Biehle of GIDDINGS , Texas , their true and lawful Altorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 16th day of February, 2024.



Bryce Grissom, Senior Vice President

City of Hartford ss.

On this the **16th** day of **February**, **2024**, before me personally appeared **Bryce Grissom**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026

Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, and Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorney-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate is signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.



Kar E. Huytan Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880. Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

TRAVELERS

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- Mail Code 9275-NB03F
- St. Paul, MN 55102

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One Tower Square, S102A

Hartford, CT 06183

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Travelers Casualty and Surety Company of America and its property casualty affiliates, One Tower Square, Hartford, CT 06183

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CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity	FORM CIQ
This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.	OFFICE USE ONLY
This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).	Date Received
By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.	
A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.	가 아님 아는 나가 ㅋㅋ
1 Name of vendor who has a business relationship with local governmental entity.	
Bell Contractors, Inc.	
Check this box if you are filing an update to a previously filed questionnaire. (The law recompleted questionnaire with the appropriate filing authority not later than the 7th busines you became aware that the originally filed questionnaire was incomplete or inaccurate.)	equires that you file an updated is day after the date on which
3 Name of local government officer about whom the information is being disclosed.	
N/A	
Name of Officer	
CIQ as necessary. A. Is the local government officer or a family member of the officer receiving or li other than investment income, from the vendor? Yes No B. Is the vendor receiving or likely to receive taxable income, other than investment of the local government officer or a family member of the officer AND the taxable i local governmental entity? Yes No Describe each employment or business relationship that the vendor named in Section 1 m	income, from or at the direction ncome is not received from the
other business entity with respect to which the local government officer serves as an o ownership interest of one percent or more. 6 Check this box if the vendor has given the local government officer or a family member	fficer or director, or holds an
as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.0	

Form provided by Texas Ethics Commission

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/ Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

 $(\bar{\textbf{i}})$ a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

STATEMENT OF QUALIFICATIONS

TABLE 1 – GENERAL INFO	TABLE 1 – GENERAL INFORMATION				
A. COMPANY DATA					
Organization Doing Business:	Bell Contractors,	Inc.			
Business Address:	3082 W. Hwy. 190				
	Belton, TX 76513				
Telephone Number:	254-939-3509				
Fax Number:	254-939-3500				
Form of Business:	Corporation	Partnership	Indiv	vidual	Joint Venture
		CORPORATION			
Date of Incorporation:	09/22/1980				
State Incorporated:	Texas				
President's Name:	Michael Pilkingtor	ı			
Vice President's Name:	Jonathan Perez				
	IF A I	PARTNERSHIP			
Date of Organization:					
Туре	General		Li	mited	
	IF AN	N INDIVIDUAL			
Name:					
Business Address:					
	IF A JO	DINT VENTURE			
Name of Manager:					
Name of Firm:					
Name of Individual					
Companies:					
B. BUSINESS INFORMATI	ON	1			
Current Number of Full Time		Past Year's Rever	nues:		
Employees:	60			\$35,483,583	.00
Average Number of Projects		Average Construc	tion		
Annually:	90	Cost of Project:		\$600.000.0	0
C. DIVISION OF WORK BE					
1. List work that will be provid	led by Offeror (Pri	me Contractor) usir	ng its c	wn resources.	
Utility installation, bonding, SWI	PPP, & material				
2. List work that will be provid	led by Subcontract	ors on this project.			
Tanks, electrical, and site cleari	na				

TA	TABLE 2 – CONSTRUCTION EXPERIENCE					
1.	1. Years of experience on boring/jacking drainage culverts on railroad projects:					
	a General ntractor:	30+	Number of Total Projects:	20+		
2.	Number of boring/j past five (5) years?					
3.	3. Has this or a predecessor company ever defaulted on a project or failed to complete work award to it? No					
4.	4. Has this or a predecessor company ever been released from a bid or proposal in the past ten (10) years?			No		
5.	Has this or a predec any project within t	No				
6.	6. Is offering company currently involved in any litigation or contemplating any litigation?			No		
7.	Has this or a predec materials defined in	No				
8. Are there any liens currently filed against the offeror by either subcontractor or material suppliers on previous projects?				No		

TABLE 3 – PROPOSED KEY PERSONNEL				
PROJECT MANAGER				
Name of Project Manager	Jonathan Perez			
Years of Experience as PM	15			
Number of Similar Projects as PM with this company	15			
Number of Similar Projects with other companies (PM)	N/A			
Current Assignments	10			
% of time dedicated to this project	5%			
Reference Project				
Project Name: Outer Loop	Reference Name: Bobby Ferguson			
Title: PM	Organization: Emerson Construction			
Telephone Number: 254-939-2094	Email:bferguson@eccinc.com			
PROJECT SUPERINTENDENT				
Name of Superintendent	Craig Evans			
Years of Experience as Superintendent	30			
Number of Similar Projects as Super with this company	20			
Number of Similar Project with other companies (Super)	10			
Current Assignments	Overseeing all crews			
% of time dedicated to this project	5			
Reference Project				
Project Name: North Point	Reference Name: Ronny Mikeska			
Title SVP	Organization: Kiella			
Telephone Number: 254 - 778 - 0085	Email:ronny@kiella.com			

TABLE 4 – SIMILAR PROJECTS COMPLETED WITHIN LAST 5 YEARS REFERENCE PROJECT 1

Project Description

3430 LF of 36" DIP waterline, valves, fittings, steel encasement by bore and open cut, ARV's, etc.

Owner	Project Name	Contract Amount	Date Completed	% Change Orders
City of Temple	S. Temple Transmission Main Line C	\$4,839,583.39	04/01/2025	3%
Owner's Reference				1
Name	Title	Organization	Telephone	E-Mail
Ronny Mikeska	S.V.P.	Kiella Homebuilders		
Engineer's Referen		1	1	-
Name	Title	Company	Telephone	E-Mail
Ginger Tolbert		KPA Engineers		
REFERENCE PR				
Project Description	1			
	sewer pipe, manholes, fit		Dete Constants	
Owner	Project Name	Contract Amount	Date Completed	% Change Orders
CSW Killeen, LP	Anthem Park	\$634,285.92	11/01/2024	3%
Owner's Reference				
Name	Title	Organization	Telephone	E-Mail
Brad Aycock		Aycock Construction	254-698-2551	
Engineer's Referen		-		1
Name	Title	Company	Telephone	E-Mail
		Walker Partners		
REFERENCE PR				
Project Description	1			
	· · ·	es, 1400 LF of 36" HDF	PE, 1110 LF 30" HDPE	
Owner	Project Name	Contract Amount	Date Completed	% Change Orders
	e Freehill Hero Way W	\$1.671.167.03	11/01/2024	2%
Owner's Reference				-
Name	Title	Organization	Telephone	E-Mail
Brian Owrey		Owrey Construction	281-407-1282	bowrey@owreycons
Engineer's Referen	nce Information			ruction.com
Name	Title	Company	Telephone	E-Mail
		2P Consultants, LLC	512-344-9664	

TABLE 5 – SUBCONTRACTORS AND SUPPLIERS					
PROJECT SPECIFIC SUBCONTRACTORS (greater than 10% of work)					
Name	Work to be Provided	% of Contract			
Tank & Vessel Builders	Design, fabricate, erect, & paint ground storage tank	29			
Multivolt Electric	Electrical	16			
Cosper Custom Clearing	Site clearing				
Provide a list of major equipm	ent or material suppliers for use on project.				
Supplier I	Name Material or Equipmen	t Supplied			
ACT Pipe & Supply, Inc.	Piping, valves, fittings, etc.				
Techline Pipe L.P.	Manholes				

COUNTY: BELL PROJECT: RE-USE WATER FOR GOLF COURSE IRRIGATION BID NO.: 25-33

AFFIDAVIT

State	Texas		
County of	Bell		
Jonathan Perez		, being duly sworn deposes and attests that he/she is	
	(name)		
V.P.		and is a duly authorized representative of the Offeror	
	(title)		

submitting the foregoing Statement of Qualifications and related information, that he/she has read such documents, that he/she is authorized to submit such information on behalf of the Offeror, and that such documents are true and correct and contain no factual errors or material misrepresentations.

mlA

Signature

Signed and sworn to me before this <u>11th</u>	day of <u>June</u>	, 20 <u>_25</u>
Notary Public	ARY PUB	
My Commission expires: <u>06/09/2027</u>	10,73025409. 10,73025400. 10,73000. 10,7300	

Litigation Summary

Summary of current or past project-necessitated litigation pursued by, or brought against, your firm in the previous five (5) years:



CERTIFICATE OF COPORATE RESOLUTION

- I, Pamela Barabas ______, Secretary, hereby certify as follows:
- The Corporation is duly incorporated, legally existing and in good standing under the laws of the State of <u>Texas</u>, and is duly qualified to transact business and to own, operate and develop its properties in the State of <u>Texas</u>.
- 3. Attached hereto and made a part hereof is a true and complete copy of the resolution duly and legally adopted on <u>04/05/2024</u> by the Board of Directors of the Corporation in accordance with the By-laws of the Corporation and applicable law. Such resolutions have been duly entered in the minutes of such meeting in the minute book of the corporation and have not been rescinded or modified in any respect and are presently in full force and effect.
- 3
- 4. The following persons are duly elected, qualified and acting officers of the corporation and hold respective offices set opposite their names:

Michael Pilkington : President

Jonathan Perez : Vice President

Pamela Barabas

TO CERTIFY WHICH I have executed this certificate this <u>11th</u> 2025.

STATE OF <u>Texas</u> COUNTY OF <u>Bell</u>

This instrument was acknowledged before me on the <u>11th</u> day of <u>June</u>

: Secretary

2025 by <u>Pamela Barabas</u>

_, Secretary, of

Secretary

_____, a corporation, on behalf of

said Corporation.

Bell Contractors, Inc.



Notary Public, State of Texas Name: Jessica Burk

My commission expires 06/09/2027

UNANIMOUS CONSENT OF THE SHAREHOLDERS AND DIRECTORS OF BELL CONTRACTORS, INC., IN LIEU OF A FORMAL MEETING OF THE DIRECTORS

The undersigned, being the sole Shareholder and Director of the Board of Directors of **BELL CONTRACTORS, INC.**, A Texas corporation (the "Corporation"), does hereby consent that, when he shall have signed this consent or an exact counter-part hereof, the following resolutions shall then be deemed to be adopted to the same extent and to have the same force and effect as if adopted at a formal meeting of the Board of Directors of said Corporation duly call and held for the purpose of acting upon a proposal to adopt such resolutions:

RESOLVED, that the following individuals are elected as officers of the Corporaton:

MICHAEL D. PILKINGTON	-	President
JONATHAN PEREZ	-	Executive Vice President
LAUREL PILKINGTON	-	Vice President
PAMELA BARABAS	-	Secretary
JESSICA ROBERTSON	-	Treasurer

BE IT FURTHER RESOLVED that the President or the Executive Vice President of the Corporation be authorized and empowered and are hereby authorized and empowered to sign and execute for and on behalf of the Corporation agreements and contracts of an description in the ordinary course of the Corporation's business, and any such documents when so signed shall be the binding act and deed of the Corporation without the necessity of any other officer attesting such signature and without affixing the Corporation's seal.

This resolution shall remain in effect until repealed or modified by the Corporation's Board of Directors.

The undersigned, being the sole Director of **BELL CONTRACTORS, INC.**, waives notice of the above meeting and ratifies and confirms all actions taken at such meeting.

EXECUTED to be effective April 5, 2024.

MICHAEL D. PILKINGTON

	LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT	FORM CIS				
	(Instructions for completing and filing this form are provided on the back.)					
	This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require	OFFICE USE ONLY				
	the officer to file this statement in accordance with chapter 176, Local Government Code.	Date Received				
1	Name of Local Government Officer					
2	Office Held					
3	³ Name of person described by Sections 176.002(a) and 176.003(a), Local Government Code					
4	Description of the nature and extent of employment or business relationship with pe	rson named in item 3				
5	List gifts if aggregate value of the gifts received from person named in item 3 exceed \$250					
	Date Gift Received Description of Gift	Did Not Accept Gift				
	Date Gift Received Description of Gift	Did Not Accept Gift				
	Date Gift Received Description of Gift	Did Not Accept Gift				
	(attach additional forms as necessary)					
6	AFFIDAVIT I swear under penalty of perjury that the above statement the disclosure applies to a family member (as defined by 3 Code) of a government officer. I also acknowledge that this described by Section 176.003(a)(2)(b), Local Government	Section 176.001(2), Local Government s statement covers the 12-month period				
	Signature of Local	Government Officer				
	AFFIX NOTARY STAMP / SEAL ABOVE					
	Sworn to and subscribed before me, by the said	, this the day				
	of, 20, to certify which, witness my hand and seal of office.					
	Signature of officer administering oath Printed name of officer administering oath	Title of officer administering oath				

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

Section 176.003 of the Local Government Code requires certain local government officers to file this form. A "local government officer" is defined as a member of a governing body of a local government entity or a director, superintendent, administrator, president, or other person designated as the executive officer of the local government entity. This form is required to be filed with the records administrator of the local governmental entity not later than 5 p.m. on the seventh business day after the date on which the officer becomes aware of the facts that require the filing of this statement.

A local government officer commits an offense if the officer knowingly violates Section 176.003, Local Government Code. An offense under this section is a Class C misdemeanor.

Please refer to chapter 176 of the Local Government Code for detailed information regarding the requirement to file this form.

INSTRUCTIONS FOR COMPLETING THIS FORM

The following numbers correspond to the numbered boxes on the other side.

1. Name of Local Government Officer. Enter the name of local government officer filing this statement.

2. Office Held. Enter the name of the office held by the local government officer filing this statement.

3. Name of person described by Sections 176.002(a) and 176.003(a), Local Government Code. Enter the name of the person described by Section 176.002, Local Government Code with whom the officer has an employment or other business relationship as described by Section 176.003(a), Local Government Code.

4. Description of the nature and extent of employment or business relationship with person named in item 3. Describe the nature and extent of the relationship of the employment or other business relationship with the person in item 3 as described by Section 176.003(a), Local Government Code.

5. List gifts if aggregate value of the gifts received from person named in number 3 exceed \$250. List gifts received during the 12-month period (described by Section 176.003(a)(2)(B), Local Government Code) by the local government officer or family member of the officer from the person named in number 3 that in the aggregate exceed \$250 in value.

6. Affidavit. Signature of local government officer.
| CERTIFICATE OF INTE | RESTED PARTIES | | FORM 1295 |
|--|---|--|---------------------------|
| Complete Nos. 1 - 4 and 6 if the
Complete Nos. 1, 2, 3, 5, and 6 | ere are interested parties.
if there are no interested parties. | | OFFICE USE ONLY |
| 1 Name of business entity filing form, a entity's place of business. | and the city, state and country of the b | ousiness | Justrile |
| 2 Name of governmental entity or stat which the form is being filed. | e agency that is a party to the contrac | t for | +.US' |
| | ed by the governmental entity or state
vices, goods, or other property to be p | | |
| 4 Name of Interacted Party | City, State, Country | Nature of In | terest (check applicable) |
| Name of Interested Party | (place of business) | Controlling | g Intermediary |
| | *UI | | |
| | * NNNN. | | |
| | an. | | |
| | N | | |
| | Å. | | |
| | · <i>O</i> · | | |
| ni i | | | |
| 5 Check only if there is the interest | ted Party. | | |
| 6 UNSWORN DECLARATION
My name is | , and my da | ate of birth is | |
| My address | ? | ,, | |
| (street)
L device under penalty of perjury that the for | (city)
egoing is true and correct. | (state) (z | zip code) (country) |
| Executed in County, : | State of , on the da | y of(month) | , 20
(year) |
| | Signature of authoriz | zed agent of contractin
(Declarant) | g business entity |
| ADI | O ADDITIONAL PAGES AS NEO | CESSARY | |

Form provided by Texas Ethics Commission

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215 North Main Street Temple, Texas 76501 (254) 899-0899 Fax (254) 899-0901 www.clark-assoc.com Firm Registration No: F-10384

June 13, 2025

City of Killeen Sophonia Price 802 N. 2nd Street, Building E, Room 215 Killeen, Texas 76541

Re: Bid No. 25-33 - Re-Use Water for Golf Course Irrigation

To Whom it May Concern,

On June 12th, we received two (2) bids for the Re-Use Water for Golf Course Irrigation Project. We have reviewed each bid for accuracy and completeness. Bell Contractors, Inc submitted a Base Bid totaling \$770,362.29 making them the apparent low bidder. *Please see the enclosed Bid Tabulation Sheet and Bid Schedule Breakout for detailed information*.

We are recommending that the City of Killeen award the contract to Bell Contractors, Inc. We believe, through personal experience, that Bell Contractors, Inc. is qualified and is also capable of providing the Re-Use Water for Golf Course Irrigation Extension and we look forward to working with them on this project.

Sincerely,

Monty Clark, P.E., CPESC



Re-Use Water for Golf Course Irrigation Project



Bid Date: June 12th, 2025

				Bell Contractors, Inc.		SSP Ind		dustries, LP		
No.	Item Description	Est. Quan.	UOM	U	Jnit Price	Total Cost		Unit Price		Total Cost
1	Preparation of R.O.W.and Site Clearing	100%	LS	\$	16,097.08	\$ 16,097.08	\$	68,535.00	\$	68,535.00
2	Mobilization, Bonds, Permits, and Insurance	100%	LS	\$	37,973.33	\$ 37,973.33	\$	41,826.00	\$	41,826.00
3	Storm Water Pollution Prevention Plan	100%	LS	\$	12,090.21	\$ 12,090.21	\$	8,836.00	\$	8,836.00
4	Trench Safety Plan	100%	LS	\$	3,385.34	\$ 3,385.34	\$	1,945.00	\$	1,945.00
5	Pothole, Excavate, and Locate Existing Utilities	100%	100%	\$	6,562.08	\$ 6,562.08	\$	4,091.00	\$	4,091.00
6	HMAC Pavement Section	10	SY	\$	223.45	\$ 2,234.50	\$	837.70	\$	8,377.00
7	Reinforced Concrete Cart Path	12	SY	\$	303.95	\$ 3,647.40	\$	805.50	\$	9,666.00
8	New 100,000 Gallon Water Storage Tank	100%	LS	\$	552,913.97	\$ 552,913.97	\$	575,917.00	\$	575,917.00
9	SCADA Control System	100%	LS	\$	115,356.08	\$ 115,356.08	\$	99,523.00	\$	99,523.00
10	Electrical Testing	100%	LS	\$	2,905.42	\$ 2,905.42	\$	1,706.00	\$	1,706.00
11	Electrical System Studies	100%	LS	\$	12,105.42	\$ 12,105.42	\$	10,795.00	\$	10,795.00
12	Provide O&M Manuals (4) copies	100%	LS	\$	1,840.42	\$ 1,840.42	\$	502.00	\$	502.00
13	New Water Main Testing	100%	LS	\$	3,251.04	\$ 3,251.04	\$	4,882.00	\$	4,882.00
Tota	al Base Bid					\$ 770,362.29			\$	836,601.00



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.

hom

Signature

Jonathan Perez Printed Name

Bell Contractors, Inc. Company Name

V.P. Title

06/12/2025 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 partie	95				
 Name of business entity filing form, and the city, state and of business. 	Certificate Number: 2025-1323839				
bell contractors, inc.					
Belton, TX United States		Date Filed: 06/12/2025			
2 Name of governmental entity or state agency that is a part being filed.	ty to the contract for which the form is	08/12/2023			
City of Killeen		Date Acknowledged:			
3 Provide the identification number used by the governmen description of the services, goods, or other property to be 25-33		the contract, and prov	vide a		
Underground utilities					
4 Name of Interested Party	City, State, Country (place of busine		finterest		
Name of interested Party	City, State, Country (place of busine	Controlling	Intermediary		
pilkington, michael	BELTON, TX United States	X			
perez, jonathan	BELTON, TX United States	Х			
5 Check only if there is NO Interested Party.					
6 UNSWORN DECLARATION					
My name is Jessica Burk	, and my date of b	birth is 05/22/1	984		
My address is 3082 W. Huy. 190 , Belton , TX , 76513 , USA . (street) (city) (state) (zip code) (country)					
I declare under penalty of perjury that the foregoing is true and					
Executed in <u>Sell</u> County, State of <u>Texes</u> , on the <u>12th</u> day of <u>June</u> , 20 <u>25</u> . (month) (year)					
	lovers Brick	b			
Signature of authorized agent of contracting business entity (Declarant)					

www.ethics.state.tx.us

RS-25-118 July 15, 2025

AWARD BID NO. 25-33, RE-USE WATER FOR GOLF COURSE IRRIGATION

- In 1990, the City and Killeen Willows, Inc. entered a 99-year agreement that allowed Stonetree Golf Course to pump water from Willows Lake into the golf course irrigation system.
- Since entering this agreement, the City has used water from South Nolan Creek, potable water, and re-use water from WCID No. 1's 38th St. sewer treatment plant to replenish water used by the irrigation system.
- In July 2019, the TCEQ notified the City that reuse water could no longer augment water levels in Willows Lake due to the lake being classified as "Waters of the State".

- Under the guidance of the TCEQ, the city discontinued using reuse water and switched back to potable water to augment Willows Lake levels.
- City staff researched several alternatives to continue fulfilling the 99-year agreement, to meet TCEQ requirements, and to most cost-effectively supply water to the Stonetree Golf Course's irrigation system.

Staff's research concluded that the best alternative is to redirect the current re-use water discharge location to a newly installed 100,000-gallon ground storage tank that will supply re-use water to the golf course irrigation pumps.

On June 12, 2025, the following two (2) bids were received in response to Bid No. 25-33, Re-use Water for Golf Course Irrigation Project:

BIDDERS	BID
Bell Contractors, Inc	\$770,362.29
SSP Industries, LP	\$836,601.00

Bell Contractors, Inc. is the selected vendor for Bid 25-33, Reuse Water for Golf Course Irrigation, as they are the responsive low bidder providing the best value to the city.

Recommendation

Authorize the award of Bid No. 25-33, Re-use Water for Golf Course Irrigation Project to Bell Contractors, Inc.; authorize the City Manager, or designee, to execute a construction contract in the amount of \$770,362.29 with Bell Contractors, Inc., and furthermore, authorize the City Manager, or designee, to execute any and all change orders within the amounts set by State and Local law.

City of Killeen



Staff Report

File Number: RS-25-119

Consider a memorandum/resolution authorizing the award of Bid No. 25-34, McGregor Estates Sanitary Sewer Improvements Project to BP3 Utilities, LLC, in the amount of \$243,133.53.

- DATE: July 15, 2025
- TO: Kent Cagle, City Manager
- FROM: Andrew Zagars, City Engineer
- SUBJECT: Authorize the Award of Bid No. 25-34, McGregor Estates Sanitary Sewer Improvements Project to BP3 Utilities, LLC

BACKGROUND AND FINDINGS:

On the northeast side of McGregor Estates Subdivision, a sanitary sewer force main discharges into a large gravity sanitary sewer main that services 21 lots. Due to numerous sewer odor complaints in this area, specifically from the lots adjacent to the sewer main, City Staff researched several odor prevention solutions. Staff recommends moving the sewer service for the 21 lots from the existing large sewer main with heavy flows from the force main and installing a new smaller gravity sewer main that will only serve the 21 lots.

On June 5, 2025, four (4) bids were received in response to Bid No. 25-34, McGregor Estates Sanitary Sewer Improvements Project. The following bids were opened and read aloud:

Purchasing, Engineering, and Central Texas Land Development Services, the design engineering firm, reviewed the bids and relevant bidder experience based on the selection criteria set forth in the contract documents and response of references. BP3 Utilities, LLC is recommended as the awarded bidder for Bid No. 25-34, McGregor Estates Sanitary Sewer Improvements Project in the amount of \$243,133.53 as they are the responsive low bidder providing the best value to the city for this project.

THE ALTERNATIVES CONSIDERED:

N/A

Which alternative is recommended? Why?

N/A

CONFORMITY TO CITY POLICY:

This item conforms to state and local policies.

FINANCIAL IMPACT:

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

The current fiscal year expenditure is \$243,133.53

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

This is a one-time expenditure

Is this revenue/expenditure budgeted?

Funds are partially budgeted in Water & Sewer CIP Fund account 350-56201-900-450-925021 and a planned appropriation of excess fund balance in the Water & Sewer CIP Fund will fully fund the expenditure on the year-end budget amendment.

If not, where will the money come from?

Year-end budget amendment

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

Upon approval of the year-end budget amendment

RECOMMENDATION:

Authorize the award of Bid No. 25-34, McGregor Estates Sanitary Sewer Improvements Project to BP3 Utilities, LLC; authorize the City Manager, or designee, to execute a construction contract with BP3 Utilities, LLC in the amount of \$243,133.53, and furthermore, authorize the City Manager, or designee, to execute any and all change orders within the amounts set by State and Local law.

DEPARTMENTAL CLEARANCES:

Purchasing Finance City Attorney

ATTACHED SUPPORTING DOCUMENTS:

Bid Proposal Bid Tabulation Letter of Recommendation Contract Verification Form Certificate of Interested Parties Presentation



City of Killeen Purchasing Sophonia Price, Director of Procurement 802 N 2nd St, Killeen, TX 76541

[BP3 UTILITIES, LLC.] RESPONSE DOCUMENT REPORT

BID No. 25-34 <u>McGregor Estates Sanitary Sewer Improvements</u> RESPONSE DEADLINE: June 5, 2025 at 3:00 pm Report Generated: Thursday, June 5, 2025

BP3 Utilities, LLC. Response

CONTACT INFORMATION

Company:

BP3 Utilities, LLC.

Email:

bclement@purserco.com

Contact:

Brandon Clement

Address: 2901 E STAN SCHLUETER LOOP Killeen, TX 76542

Phone:

N/A

Website:

N/A

Submission Date: Jun 5, 2025 11:28 AM (Central Time)

ADDENDA CONFIRMATION

No addenda issued

QUESTIONNAIRE

1. Conflict of Interest Questionnaire (Form CIQ)*

Please download the below documents, complete, and upload.

- <u>Conflict of Interest Questi...</u>
- BP3_Utilites_-_CIQ.pdf

2. References*

Bidders shall submit at least three (3) businesses as references of the proposed item, with addresses, telephone numbers and contact persons.

Please download the below documents, complete, and upload.

• <u>References.pdf</u>

BP3_Utilites_-_References.pdf

3. Certificate of Interested Parties (Form 1295)*

If awarded, vendor must submit the Certificate of Interested Parties Form 1295 online.

Texas Government Code Section 2252.908 requires that parties contracting with governmental entities submit a disclosure of interested parties form for contracts entered into after January 1, 2016. Successful bidders shall electronically submit the form at the following website: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm and provide the City with a certified copy prior to Council approval of the award.

Please confirm that you shall file the Certificate of Interested Parties (Form 1295) if awarded the contract.

Confirmed

4. Acknowledgement – "Boycott Israel*

By submitting this proposal the vendor hereby verifies that it does not boycott Israel and will not boycott Israel during the term of this contract. Boycotting Israel is defined in Texas Government Code section 808.001 to mean refusing to deal with, terminating business activities with, or taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

Confirmed

5. Acknowledgement – "Boycott Energy Companies"*

By submitting this proposal the vendor hereby verifies that it does not boycott energy companies and will not boycott energy companies during the term of the contract. "Boycott energy company" is defined in Texas Government Code section 809.001 to mean, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Paragraph (A).

Confirmed

6. Acknowledgement - "Prohibition on contracts with companies that discriminate against firearm and ammunition industries"*

By submitting this proposal the vendor hereby verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association. Discriminate against a firearm entity or a firearm trade association are defined in Texas Government Code section 2274.001 as (A) with respect to the entity or association, to (i) refuse to engage in the trade of any goods or services; (ii) refrain from continuing an existing business relationship; (iii) terminate an existing business relationship; or (iv) otherwise express a prejudice against the entity or association; and (B) does not include the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories.

Confirmed

7. Antitrust Law Certification*

The vendor hereby certifies that neither the vendor nor the entity represented by the vendor, or anyone acting for such entity has violated the antitrust laws of the State of Texas, codified in Section 15.01 et seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly, prior to the solicitation opening with any competitor or any other person engaged in such line of business.

Yes

8. Litigation Disclosure*

Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

No

9. Has the owner(s) of the company been convicted of a crime within the past 10 years?*

No

10. Has the company been in bankruptcy, reorganization, or receivership in the last 5 years?* Yes

11. Has the company provided continuous services as requested in this solicitation and operated in this capacity for two (2) years without interruption? *

Yes

12. Has the company been disqualified or debarred by any public agency, including the Federal Government, from participation in public contracts?*

No

13. Does any City of Killeen employee or official have any financial or other interest in your company?* No

14. Can service be accomplished as specified in the specifications?* Yes

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15. When can service commence after award (number of days)?* 5
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16. Point of contact to resolve issues (delivery or invoice):* Please provide the name, title, address, email, and phone number of contact.

Brandon Clement

Vice President

2901 E. Stan Schlueter Loop

Killeen, TX 76542

bclement@purserco.com

254 634-5567

17. Cooperative Governmental Purchasing Notice*

Other governmental entities maintain interlocal agreements with the City, may desire, but are not obligated, to purchase goods and services defined in this ITB from the successful Bidder. All purchases by governmental entities, other than the City, will be billed directly to and paid by that governmental entity. The City will not be responsible for another governmental entity's debts. Each governmental entity will place their own orders with the successful Bidder and be responsible for ensuring full compliance with the ITB specifications. Prior to other governmental entities placing orders, the City will notify the successful Bidder of their intent.

Please indicate below if you will permit other governmental entities to purchase from your agreement with the City.

No

18. Copyrighted Material*

Texas Public Information Act

Steps to Assert Information Confidential or Proprietary

All bids or proposals, data, and information submitted to the City of Killeen are subject to release under the Texas Public Information Act ("Act") unless exempt from release under the Act. You are not encouraged to submit data and/or information that you consider to be confidential or proprietary unless it is absolutely required to understand and evaluate your submission.

On each page where confidential or proprietary information appears, you must label the confidential or proprietary information. Do not label every page of your submission as confidential as there are pages (such as the certification forms and bid sheet with pricing) that are not confidential. It is recommended that each page that contains either confidential or proprietary information be printed on colored paper (such as yellow or pink paper). At a minimum the pages where the confidential information appears should be labeled and the information you consider confidential or proprietary clearly marked.

Failure to label the actual pages on which information considered confidential appears will be considered as a waiver of confidential or proprietary rights in the information.

In the event a request for public information is filed with the City which involves your submission, you will be notified by the City of the request so that you have an opportunity to present your reasons for claims of confidentiality to the Texas Attorney General.

The proposal/bid submitted to the City contains NO confidential information and may be released to the public if required under the Texas Public Information Act.

19. If your proposal contains confidential information identify where it is located.

Where in your proposal is the confidential information? Please be specific.

NA

20. Does bidder maintain insurance as specified herein (see insurance requirements within the specifications and terms and conditions)?*

Answer YES or

If your answer is NO, then please describe the differences here.

Yes

21. Indicate the company's first year of business operation:* 2024

22. Insurance Broker Information*

Please provide your Insurance Broker's Name, contact name, phone number, fax number, and email address.

Miller & Company Insurance

Mike Miller

Ph. 254 690-5000

mikem@millerandcoinsurance.com

23. Are there claims that are pending against this insurance policy?*

Answer No or

If yes, please describe:

No

24. List the most recent sales that you have with other public agencies, if any, and/or other customers (up to five) regarding a said materials / project:*

City of Harker Heights, Texas

[BP3 UTILITIES, LLC.] RESPONSE DOCUMENT REPORT Invitation For Bid - McGregor Estates Sanitary Sewer Improvements Page 7

25. Emergency Business Service Contact Notice*

During a natural disaster, or homeland security event, there may be a need for the City of Killeen to access your business for products or services after normal business hours and/or holidays. The City may request City employee pick up or vendor delivery of product or services

For this purpose, a primary and secondary emergency contact name and phone number are required. It is critical the vendor's emergency contact information remains current. City shall be contacted by E-mail with any change to a contact name or phone number of these emergency contacts. Updates may be emailed to <u>lluciano@killeentexas.gov</u>

All products or services requested during an emergency event are to be supplied as per the established contract prices, terms, and conditions. The vendor shall provide the fee (pricing) for an after-hours emergency opening of the business, if any. In general, orders will be placed using a City of Killeen procurement card (Master Card) or City issued Purchase Order. The billing is to include the emergency opening fee, if applicable.

Please download the below documents, complete, and upload.

- Emergency Business Service ...
- BP3_Utilites_-_Emer_Contact.pdf

26. Proposal Documents* Please Upload your COMPLETE Proposal here.

BP3_Utilites_-_Bid_Proposal.pdf BP3_Utilites_-_Proposal_General_Terms.pdf BP3_Utilites_-_Bid_Bond.pdf

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity	FORM CIQ			
This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.	OFFICE USE ONLY			
This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).	Date Received			
By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.				
A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.				
1 Name of vendor who has a business relationship with local governmental entity				
2 Check this box if you are filing an update to a previously filed questionnaire. (The law re completed questionnaire with the appropriate filing authority not later than the 7th busines you became aware that the originally filed questionnaire was incomplete or inaccurate.)	s day after the date on which			
3 Name of local government officer about whom the information is being disclosed.				
Name of Officer				
 4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary. A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor? Yes No B. Is the vendor receiving or likely to receive taxable income, other than investment officer or a family member of the officer AND the taxable income is not received from the local government officer or a family member of the officer AND the taxable income is not received from the local government entity? 				
Describe each employment or business relationship that the vendor named in Section 1 r other business entity with respect to which the local government officer serves as an ownership interest of one percent or more.				
6 Check this box if the vendor has given the local government officer or a family member as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.				
7 3 3 6-5- Signature of vendor doing business with the governmental entity 6-5-	25 Date			

Form provided by Texas Ethics Commission

Revised 1/1/2021

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/ Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

Please provide three references:

Reference No. 1
Company Name Cloud Construction Co, Inc.
Address 1313 Industrial Blvd
Temple, TX 76504
Type of Business General Constractor
Contact Person Perry Cloud
Email Address ptcloud@CloudConstruction.com
Telephone and Fax #'s 254 778-1363
Date and Type of Service(s) Provided 3/24-6/25 - Utility Contractor
Reference No. 2
Company Name KPA Engineers
Address 19 N. Main Street
Temple, TX 76501
Type of Business Civil Engineers
Contact Person David Patrick
Email Address dpatrick@kpaengineers.com
Telephone and Fax #'s 254 773-3731
Date and Type of Service(s) Provided 1/24-6/25 - Various Utility Projects
Reference No. 3
Company Name City of Harker Heights, Texas
Address 305 Millers Crossing
Harker Heights, TX 76548
Type of Business Municipality
Contact Person Mark Hyde
Email Address mhyde@harkerheights.gov
Telephone and Fax #'s 254 953-5641 254 953-5605
Date and Type of Service(s) Provided 2/24 - Utility/Stormdrain/Roadway Project

Emergency Business Service Contact Notice

During a natural disaster, or homeland security event, there may be a need for the City of Killeen to access your business for products or services after normal business hours and/or holidays. The City may request City employee pick up or vendor delivery of product or services

For this purpose, a primary and secondary emergency contact name and phone number are required. It is critical the vendor's emergency contact information remains current. City shall be contacted by E-mail with any change to a contact name or phone number of these emergency contacts. Updates may be emailed to <u>lluciano@killeentexas.gov</u>

All products or services requested during an emergency event are to be supplied as per the established contract prices, terms, and conditions. The vendor shall provide the fee (pricing) for an after-hours emergency opening of the business, if any. In general, orders will be placed using a City of Killeen procurement card (Master Card) or City issued Purchase Order. The billing is to include the emergency opening fee, if applicable.

The contractor shall provide the names, phone numbers and fee (pricing), if any, for an afterhour's emergency opening of the business listed below.

Business Name: BP3 Utilities, LLC.	
Contract #:	
Description: McGregor Estates Sanitary Sewer Improvements	
Primary Contact (Name): Brandon Clement	
Primary Contact Phone Numbers: Home:	Cell:(903) 624-1265
Secondary Contact (Name): Regan Gilbert	
Secondary Contact Phone Numbers: Home:	Cell:(254) 702-8527
After Hours emergency opening fee, if applicable: \$ 200.00	

BID PROPOSAL

The undersigned, as Bidder, declares that the only person or parties interested in this Bid proposal ("Bid") as principals are those named herein, that this Bid is made without collusion with any other person, firms, or corporation, that he has carefully examined the form of contract, Notice to Bidders, Specifications and the Plans therein referred to, and has carefully examined the locations, conditions, and classes of materials of the proposed work, and agrees that he will provide all the necessary labor, machinery, tools, apparatus, and other items incidental to construction, and will do all the work and furnish all the materials called for in the Contract and Specifications in the manner prescribed and according to the requirements of the Engineer as herein set forth.

It is understood that the following quantities of work to be done at unit prices are approximate only and are intended principally to serve as a guide in evaluating bids. Payments for such items will be made on the basis of the actual quantity incorporated in the Work.

It is further agreed that the quantities of work to be done at unit prices and material to be furnished may be increased or diminished as may be considered necessary, in the opinion of the Engineer, to complete the Work fully as planned and contemplated, and that all quantities of work, whether increased or decreased, are to be performed at the unit prices set forth below except as provided for in the Specifications.

It is further agreed that lump sum prices may be increased to cover additional work ordered by the Engineer, but not shown on the Plans or required by the Specifications, in accordance with the provisions of the General Conditions. Similarly, they may be decreased to cover deletion of work so ordered.

It is understood and agreed that the work is to be completed in full within the time shown in the Instruction to Bidders.

Accompanying this Bid is a Cashier's Check or Bid Bond in the amount of <u>5% or</u>

 BASE BIO
 DOLLARS (\$______), which is a minimum of five (5%) percent of the total amount of the Base Bid.

The bid security accompanying this Bid shall be returned to the Bidder, unless, in case of the acceptance of the Bid the Bidder shall fail to execute a Contract and file a Performance and Payment Bond within ten (10) days after its acceptance, in which case the Bid security shall become the property of the OWNER, and shall be considered as payment for damages due to delay and other inconveniences suffered by the OWNER on account of such failure of the Bidder. It is understood that the OWNER reserves the right to reject any and all Bids received.

Unit	Prices
------	--------

ltem No.	Bid Item Description	Estimated Quantities	Unit	Unit Price	Unit Amount
1	Mobilization (Max. 5% of Bid)	1	LS	11,562.50	\$ 11,562.50
2	Storm Water Pollution Prevention Plan and Implementation	1	LS	\$ 625.00	\$ 625.00
3	Furnish, Install and Remove Silt Fence	1310	ĹF	4 4.70	\$ 6.157.00
4	Furnish and Install 6" Cleanout	1	EA	11254.35	\$ 1,254.35
5	Furnish and Install 6" SDR 26	1310	LF	47.30	\$ 61,963.00
6	Furnish and Install 4" Sewer Service	14	EA	\$ 759.27	\$ 10,629.78
7	Furnish and Install 4" Retrofit Sewer Service	14	EA	\$ 1,677.33	1 23,482.62
8	Furnish and Install 48" Dia. Standard Manhole	3	EA	\$6,427.58	\$ 19,282.74
9	Furnish and Install 48" Dia. Doghouse Manhole	1	EA	\$11,829.97	\$ 11,829.97
10	Furnish and Install Manhole Vent	1	EA	\$ 4,107.82	4,107.82
11	Remove and Recover Standard Ring and Cover with Bolted Ring and Cover	4	EA	\$1,931.25	\$ 7,725.00
12	Irrigation System Repair	1	LS	\$ 6.250.00	\$ 6,250.00
13	6' Privacy Fence Remove and Replace	770	LF	\$ 35.00	# 26,950.00
14	4' Chainlink Fence Remove and Replace	120	LF	\$ 31.25	\$ 3,750.00
15	Furnish and Install 4' Temporary Chainlink Fence (if pets on property)	1310	LF	6.25	\$ 8,187.50
16	Remove Existing Service connection to Existing 12" Sewer Main and Install Wraparound repair coupling	28	EA	\$ 222.50	\$ 6,230.00
17	Regrade easement area	2935	SY	\$ 2.00	\$ 5,870.00
18	Furnishing and Placing Topsoil (4")	2935	SY	\$ 5.00	4 14,675.00
19	Furnish and Install Sod of like grass type	1225	SY	\$ \$.75	\$ 7,043.75
20	Furnish and Install Seeding and Curlex (water to establish growth)	1710	SY	\$ 3.25	5,557.SU
				TOTAL =	\$ 243,133.53

In the event of award of a contract to the undersigned, the undersigned will appear before the authorized representative of the Owner and furnish Performance and Payment bonds for the full amount of the Contract, with the sureties offered by: <u>BALLEW</u>

To secure proper compliance with the terms and provisions of the Contract to insure and guarantee the work until final completion and acceptance and to guarantee payment of all claims for labor performed and material furnished in fulfillment of the Contract.

The work proposed to be done shall be accepted when fully completed and finished in

accordance with <u>McGregor Estates Sanitary Sewer Improvements</u> Plan Sheets and Specifications, to the satisfaction of the Engineer.

The undersigned certifies that the Bid prices contained in this Bid have been carefully checked and are submitted as correct and final.

Receipt is hereby acknowledged of the following addenda to the Contract Documents:

Addendum No. 1 dated	0	Received
Addendum No. 2 dated	NIN	Received
Addendum No. 3 dated	1 -	Received

This is a Bid of: BP3 UTILITIES, LLC. Corporation, organized and existing under the laws of the State of TEXAS, or; a Partnership consisting of _______, or; and Individual, doing business as ______.

By: The

Seal, if a Corporation

VICE-PRESIDENT TITLE

<u>2901 E. STAN SCHLIETER LOOP</u> MAILING ADDRESS

2901 E. STAN SCHWETER LOOP STREET ADDRESS

KILLEEN TX 76542 CITY AND STATE

ZSU L3U-5507 TELEPHONE NUMBER

III. BID OR PROPOSAL GENERAL TERMS AND CONDITIONS

CITY OF KILLEEN

1. General Conditions

Bidders are required to submit their Bid upon the following express conditions:

- (a) Bidders shall make all investigation necessary to thoroughly inform themselves regarding plant and facilities for delivery of fuel and equipment as required by the Bid conditions. No plea of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the bidder.
- (b) Unless specifically stated otherwise in the specifications, only new products or equipment will be acceptable.

2. Preparation of Bid

Bid will be prepared in accordance with the following:

- (a) All information required by the Bid shall be furnished. The bidder shall print or type his/her name and manually sign the Bid and each continuation sheet on which an entry is made.
- (b) Unit prices shall be shown and where there is an error in extension of the price, the unit price shall govern.
- (c) Alternate Bids will not be considered unless authorized by the City.
- (d) Proposed delivery time must be shown and shall include weekends and holidays if requested by the City.
- (e) The City qualifies for exemption from State and Local Sales and Use Taxes pursuant to the provision of Article 20.04(f) of the Texas Limited Sales, Excise and Use Tax Act. Taxes normally levied on the purchase, rental and lease of materials, supplies and equipment used or consumed in performance of the Contract may be exempted by issuing to suppliers an exemption certificate in lieu of tax. Exemption certificates comply with State Comptroller of Public Accounts Ruling No. 95-0.07. Any such exemption certificate issued in lieu of tax shall be subject to State Comptroller of Public Accounts Ruling No. 95-0.09, as amended. Failure by the Bidder or the bidder's Subcontractors s to take advantage of the City's exemption and to obtain such exemption certificate shall make him responsible for paying taxes incurred on materials furnished on the Project without additional cost to or reimbursement by the City.

3. Description of Supplies

Any catalog of manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Bidders are required to state exactly what they intend to furnish; otherwise they will be required to furnish the item as specified.

4. Submission of Bid

By submitting your Bid, you acknowledge that the City of Killeen will not accept any Bid, or execute any submitted contract in conjunction with a Bid that requires the City to agree to any of the following:

- Governing law other than the law of the State of Texas
- Venue other than Bell County
- Mandatory arbitration
- Artificial limitation of liability
- Artificial statute of limitation
- Waiver of trial by jury
- (a) Bid and changes thereto shall be enclosed in a sealed envelope addressed to the Purchasing Office,

City of Killeen. The names and address of Bidder, the date and hour of the Bid opening and the Bid number shall be placed on the outside of the envelope.

- (b) Bids must be submitted on the forms furnished. Telegraphic Bids will not be considered. However, Bids may be modified by written notice provided such notice is received prior to the time and date set for the Bid opening.
- (c) All Bid documents shall be sealed and submitted no later than the specified date and hour of the Bid opening to:

Delivery Address: City of Killeen Attn: Purchasing Division 802 2nd Street, Bldg. E Killeen, TX 76541

5. Rejection of Bid

(a) The City may reject a Bid if:

- 1. The Bidder misstates or conceals any material fact in the Bid, or if
- 2. The Bid does not strictly conform to law or the requirements of the Bid, or if
- 3. The Bid is conditional, except that the Bidder may qualify his Bid for acceptance by the City as an "All or None" basis.
- (b) The City may, however, reject all Bids whenever it is deemed in the best interest of the City to do so, and may reject any part of a Bid unless the Bid has been qualified as provided in section 5(a) 3 above.

6. Withdrawal of Bid

1

A bidder may withdraw a bid that has been submitted at any time up to the due date and time. To accomplish this, a written request signed by an authorized representative of the bidder must be submitted to the Director of Procurement and Contract Management at <u>SPrice@KilleenTexas.gov</u>. All bids shall be valid for a period of ninety (90) days after the bid opening.

7. Late Bid or Modifications

Bid and modifications received after the time set for the Bid opening will not be considered.

8. Clarification or Objection to Bid Specifications

If any person contemplating submitting a Bid for this contract is in doubt as to the true meaning of the specifications, or other Bid documents, or any part thereof, he may submit to Purchasing, a request for clarification by the deadline established in the Bid. All such requests for information shall be made in writing and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the Bid, if made, will be made only by an addendum duly issued. A copy of such addendum will be distributed to all known bidders who have expressed an interest in this bid. The City will not be responsible for any other explanation or interpretation of the proposed Bid made or given prior to the award of the contract. Any objection to the specifications and requirements, as set forth in the Bid documents must be filed in writing with the Purchasing Division by the deadline established in the Bid.

9. Discounts

- (a) Prompt payment discounts will be considered in making the award provided the period of the discount offered is sufficient to permit payment within such period in the regular course of business.
- (b) In connection with any discount offered, time will be computed from the date of receipt of supplies or services or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date of mailing of the check.

10. Award of the Contract

- (a) The contract will be awarded to the lowest responsible bidder. "Lowest responsible bidder" means the Bidder submitting the lowest bid meeting all requirements of the specifications, instructions, and terms and conditions of the bid and who has the financial and practical ability to fully and reliably perform all obligations of the Contract, taking into consideration qualifications and past performance of the Bidder. The following are considered examples of performance that is not responsible and may lead to a determination that the Bidder is not responsible:
 - * Falsification of information provided in bid response;
 - * Non-observance of safety requirements;
 - * Failure to meet requirements of federal, state, or local law, as applicable, including employment;
 - * Substantial failure to adhere to contractually agreed-upon schedules; and
 - * Poor past performance on City projects such as use of defective materials, refusal to correct defective work not in accordance with contract documents, failure to reasonably resolve disputes, termination for cause, or performance leading to litigation.

Determination of most advantageous Bid for the municipality may be based on, but not limited to:

- * Unit price
- * Total Bid price
- * Terms and discounts
- * Delivery date
- * Product warranty
- * Special needs and requirements of City
- * Past experience with product/service
- * City's evaluation of the bidder's ability, financial, strength, and ethical standards
- * Quality of the bidder's goods or services
- * The extent to which the goods or services meet the municipality's needs

- * Bidder's past performance
- * Demurrage charges, freight costs and mileage
- * Estimated costs of supplies, maintenance, etc.
- * Estimated surplus value, life expectancy
- * Results of testing samples
- * Conformity to specifications
- * Training requirements, location, etc.
- * Location of maintenance facility/service person; ability to provide for minimum down time
- * The total long-term cost to the municipality to acquire the bidder's goods or services
- (b) The City reserves the right to accept any item or group of items of this Bid, unless the Bidder qualifies his Bid by specific limitation. Reference section 5(a) 3 above.
- (c) A written award of acceptance mailed or otherwise furnished to the successful Bidder will follow council approval. A contract, for review by the City's legal team, shall follow receipt.
- (d) Prices must be quoted "F.O.B. Destination (Killeen) with all transportation charges prepaid," unless otherwise specified in the Bid.
- (e) If identical Bids are received from two or more bidders and those Bids are the lowest and best Bid, the tie shall be broken in accordance with provisions in Section 271.901 of the <u>Texas Local</u> <u>Government Code</u>.
- (f) As stated in Section 271.905 of the <u>Texas Local Government Code</u>, "In purchasing under this title any real property or personal property that is not affixed to real property, if a local government receives one or more competitive sealed Bid from a bidder whose principal place of business is in the local government and whose Bid is within three percent of the lowest Bid price received by the local government from a bidder who is not a resident of the municipality, the local government may enter into a contract with: (1) the lowest bidder; or (2) the bidder whose principal place of business is in the local government if the governing body of the local government determines, in writing, that the local bidder offers the local government the best combination of contract price and additional economic development opportunities for the local government and increased tax revenues to the local government."

(g) As stated in Section 271.9051(b) of the <u>Texas Local Government Code</u>, "In purchasing real property or personal property that is not affixed to real property, or services, if a municipality receives one or more competitive sealed Bid from a bidder whose principal place of business is in the municipality and whose Bid is within five percent of the lowest Bid price received by the municipality from a bidder who is not a resident of the municipality, the municipality may enter into a contract for an expenditure of less than \$100,000 or a contract for other purchases in an amount of less than \$500,000 with: (1) the lowest bidder; or (2) the bidder whose principal place of business is in the municipality if the governing body of the local government determines, in writing, that the local bidder offers the municipality the best combination of contract price and additional economic development opportunities for the municipality created by the contract award, including the employment of residents of the municipality and increased tax revenues to the municipality."

11. Bid Protest

Any bidder wishing to file a protest concerning alleged improprieties with this solicitation must submit the protest in written format to the Purchasing Division within 5 business days after the specified time of the Bid opening. The formal written protest must identify the name of the bidder contesting the solicitation, the project name and number, and the specific grounds for the protest with all supporting documentation. A response to the protest will be prepared by Purchasing within 10 business days of receipt of the protest. All determinations made by the City are final.

12. Termination of Contract

Any contract pursuant after this bid packet shall remain in effect until the contract expires, delivery/completion and acceptance of products and/or performance of services ordered or until terminated by either party with a thirty (30) day written notice prior to any cancellation. The City reserves the right to award a contract to next best bidder it deems to be in the best interest of the City, should a contract be awarded and subsequently cancelled.

13. Assurance of Compliance

For Equal Employment Opportunity and Small and/or Minority Business Enterprise Requirements the bidder agrees that if this Bid is accepted, he/she will not engage in employment practices which have the effect of discriminating against employees or prospective employees because of race, color, religion, national origin, sex, age, handicap, or political belief or affiliation.

14. Conflict of Interest Disclosure Questionnaire

The Bidder agrees that if a member of the City Council or a councilmember's close relative or any officer or employee of the City has a financial interest, direct or indirect, or by reason of ownership of stock in any corporation, in any contract with the City, or is financially interested, directly or indirectly, in the sale to the City any land, materials, supplies or services except on behalf of the City, as an officer or employee, the official shall file before a vote or decision on any matter involving the business entity or the real property, an affidavit stating the nature and extent of the interest and shall abstain from further participation in the matter if:

- (a) in the case of a substantial interest in a business entity the action on the matter will have a special economic effect on the business entity that is distinguishable from the effect on the public; or
- (b) in the case of a substantial interest in real property, it is reasonably foreseeable that an action on the matter will have a special economic effect on the value of the property, distinguishable from its effect on the public.

Chapter 176 of the Texas Local Government Code mandates the public disclosure of certain information concerning persons doing business or seeking to do business with the City of Killeen, including affiliations and business and financial relationships such persons may have with the City of Killeen. An explanation of the requirements of Chapter 176 and complete text of the law are available at: http://www.statutes.legis.state.tx.us/SOTWDocs/LG/htm/LG.176.htm

15. Venue for Legal Action

The standard form of agreement later referenced in this bid packet (page 19) shall be governed and construed according to the laws of the State of Texas. Venue for purposes of any and all lawsuits, causes of actions, claims or disputes shall be in Bell County, Texas.

16. Conflicts in Terms and Conditions for Bids

If any conflicts exist between the Terms and Conditions for Bids and the standard form of agreement between the owner and Bidder, the standard form of agreement between the owner and bidder shall prevail.

17. Insurance

All bidders shall have the appropriate amount of insurance while delivering the items once awarded. This coverage shall be present as to cover all losses, until the City accepts the items in writing.

A. Comprehensive General Liability and Property Damage Insurance.

The bidder shall take out and maintain during the life of this Contract such Comprehensive General Liability and Property Damage Insurance as shall protect the City from claims for damages or personal injury, including accidental death, as well as from claims for property damages which may arise from delivering the item under this contract, whether such operations be by himself or by an subcontractor or by anyone directly or indirectly employed by either of them, and the minimum amounts of such insurance shall be as follows:

Bodily Injury.

- (1) Each Occurrence \$1,000,000
- (2) Annual Aggregate \$2,000,000

Property Damage Insurance.

- (1) Each Occurrence \$1,000,000
- (2) Annual Aggregate \$2,000,000
- B. Comprehensive Automobile Liability.

Bodily Injury

- (1) Each Person \$500,000
- (2) Each Accident \$1,000,000

Property Damage

(1) Each Occurrence - \$1,000,000

18. Verification by Vendor

Vendor hereby verifies that it does not boycott Israel and will not boycott Israel during the term of this contract. Boycotting Israel is defined in Texas Government Code section 808.001 to mean refusing to deal

with, terminating business activities with, or taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

19. Acknowledgement

Each bidder, by their signature, represents that they have read the "Terms and Conditions for Bids", and will comply with these terms and conditions.

By signing this document, the respondent hereby verifies that it does not boycott Israel and will not boycott Israel during the term of this contract. Boycotting Israel is defined in Texas Government Code section 808.001 to mean refusing to deal with, terminating business activities with, or taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes

Additionally, the City may not enter into a contract for general construction, an improvement, a service, or a public works project or for a purchase of supplies, materials or equipment with a company engaged in business with Iran, Sudan or a foreign terrorist organization.

DATE: 6-5-25 SIGNATURE: PRINT NAME: BRANDON CLEMENT

BID BOND

undersigned, KNOW MEN BY THESE PRESENTS. the ALL thet we **BP3 Utilities, LLC** as Principal, and firmly bound unto City of Killeen as owner in the sum of \$ five percent (5%) of the total amount bid as the proper measure of liquidated damages for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed this 5th day of June ____, 2025.

The condition of the above obligation is such that whereas the Principal has submitted to The City of Killeen a certain bid, attached hereto and hereby made a part hereof to enter into a contract in writing, for the <u>MCGREGOR ESTATES SANITARY SEWER IMPROVEMENTS</u>. Now, Therefore,

If said Bid shall be rejected, or in the alternate,

If said Bid shall be accepted and the Principal shall be accepted and the Principal shall execute and deliver a contract in the Form of contract attached hereto (Properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid,

Then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any breach of condition hereunder shall be in the face amount of this bond and forfeited as a proper measure of liquidated damages.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year set forth above.

BP3 Utilities, LLC (L.S.) Principal

Merchants National Bonding, Inc.

Surety Bv

Brad Ballew, Attorney-in-Fact



(a) (b)


Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Brad Ballew; David S Ballew

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(les) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and aut hority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation. In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 8th day of December , 2022



STATE OF IOWA COUNTY OF DALLAS ss.

On this 8th day of December 2022, before me appeared Larry Taylor, to me personally known, who being by me duly swom did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

ARLACOS	Kim Lee
	Commission Number 702737 My Commission Expires
TONIP	April 14, 2024

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 5th day of June , 2025



POA 0018 (10/22)

Notary Public



MERCHANTS BONDING COMPANY (MUTUAL) • MERCHANTS NATIONAL BONDING, INC. P.O. Box 14498 • DES MOINES, IOWA 50306-3498 • (800) 678-8171 • (515) 243-3854 FAX

IMPORTANT NOTICE

Have a complaint or need help?

If you have a problem with a claim or your premium, call your insurance company first. If you can't work out the issue, the Texas Department of Insurance may be able to help.

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal through your insurance company. If you don't, you may lose your right to appeal.

Merchants National Bonding, Inc. To get information or file a complaint with your insurance company: Call: Compliance Officer at 800-678-8171 Toll-free: 1-800-678-8171 Email: regulatory@merchantsbonding.com

Mail: P.O. Box 14498, Des Moines, IA 50306-3498

To get insurance information you may also contact your agent: Ballew Surety Agency, Inc., Grant Ballew

Call: (512) 454-9500

Mail: 3802 Menchaca Road, Austin, TX 78704-6734

The Texas Department of Insurance

To get help with an insurance question or file a complaint with the state:

Call with a question: 1-800-252-3439

File a complaint: www.tdi.texas.gov

Email: ConsumerProtection@tdi.texas.gov

Mail: MC 111-1A, P.O. Box 149091, Austin, TX 78714-9091

SUP 0032 TX (11/19)

BID TABULATION

Owner:City of KilleenProject:McGregor Estates Sanitary Sewer ImprovementsProject #:25-34

Date:

6/9/2025

				BP3 Utilities LLC Bell Contractors Inc		JH Contracting LLC		TTG Utilities LLC			
No.	Description	Quantity	Unit	Unit Price	Unit Amount	Unit Price	Unit Amount	Unit Price	Unit Amount	Unit Price	Unit Amount
1	Mobilization (Max. 5% of Bid)	1	ls	\$ 11,562.50	\$ 11,562.50	\$ 12,454.81	\$ 12,454.81	\$ 10,500.00	\$ 10,500.00	\$ 20,830.00	20,830.00
	Storm Water Pollution Prevention Plan and										
2	Implementation	1	ไร	625.00	625.00	4,256.00	4,256.00	1,782.50	1,782.50	2,154.00	2,154.00
3	Furnish, Install and Remove Silt Fence	1,310	lf	4.70	6,157.00	4.48	5,868.80	2.75	See note 1 3,602.50	3.50	4,585.00
4	Furnish and Install 6" Cleanout	1	ea	1,254.35	1,254.35	854.46	854.46	1,110.00	1,110.00	1,600.00	1,600.00
5	Furnish and Install 6" SDR26 D3034	1,310	lf	47.30	61,963.00	58.96	77,237.60	78.50	102,835.00	101.00	132,310.00
6	Furnish and Install 4" Sewer Service	14	ea	759.27	10,629.78	1,008.47	14,118.58	1,168.00	16,352.00	2,170.00	30,380.00
7	Furnish and Install 4" Retrofit Sewer Service	14	ea	1,677.33	23,482.62	1,068.87	14,964.18	1,467.00	20,538.00	2,265.00	31,710.00
8	Furnish and Install 48" Dia. Standard Manhole	3	ea	6,427.58	19,282.74	5,809.17	17,427.51	7,523.00	22,569.00	6,810.00	20,430.00
9	Furnish and Install 48" Dia. Doghouse Manhole	1	ea	11,829.97	11,829.97	8,676.82	8,676.82	14,343.00	14,343.00	9,530.00	9,530.00
10	Furnish and Install Manhole Vent	1	ea	4,107.82	4,107.82	3,410.09	3,410.09	5,388.00	5,388.00	6,890.00	6,890.00
11	Remove and Replace Standard Ring and Cover with	4	ea	1,931.25	7,725.00	1,051.11	4,204.44	1,302.25	5,209.00	1,990.00	7,960.00
12	Irrigation System Repair	1	ls	6,250.00	6,250.00	2,800.00	2,800.00	5,750.00	5,750.00	6,840.00	6,840.00
13	6' Privacy Fence - Remove and Replace	770	lf	35.00	26,950.00	35.84	27,596.80	39.75	30,607.50	35.00	26,950.00
14	4' Chainlink Fence - Remove and Replace	120	lf	31.25	3,750.00	32.48	3,897.60	39.75	4,770.00	31.00	3,720.00
15	Furnish, Install and Remove 4' Temporary Chainlink	1,310	lf	6.25	8,187.50	3.36	4,401.60	See note 2 0.00	0.00	20.00	26,200.00
16	Remove Existing Service connection to Existing 12"	28	ea	222.50	6,230.00	883.99	24,751.72	195.50	5,474.00	1,250.00	35,000.00
17	Regrade easement area	2,935	sy	2.00	5,870.00	1.28	3,756.80	4.50	13,207.50	3.00	8,805.00
18	Furnishing and Placing Topsoil (4")	2,935	sy	5.00	14,675.00	2.96	8,687.60	6.75	19,811.25	4.50	13,207.50
19	Furnish and Install Sod (of like grass type)	1,225	sy	5.75	7,043.75	12.00	14,700.00	11.25	13,781.25	8.50	10,412.50
20	Furnish and Install Seeding and Curlex	1,710	sy	3.25	5,557.50	3.65	6,241.50	5.75	9,832.50	10.00	17,100.00
					\$ 243,133.53		\$ 260,306.91		\$ 307,463.00	\$	416,614.00

Notes:

21

1 Unit Amount recalculated based on Unit Price provided

2 Unit Price left blank in the Original Bid



Central Texas Land Development Services

2901 East Stan Schlueter Loop, Killeen, Texas 76542 Phone: (254) 526–3981 Fax: (254) 526–4351 Visit our website at: www.kesltd.com

June 10th, 2025

Steve Kana, P.E. Assistant City Engineer Engineering Services City of Killeen

Re: Letter of Recommendation for Award of Bid Bid No. 25-34, McGregor Estates Sanitary Sewer Improvements

Dear Mr. Kana,

McGregor Estates Sanitary Sewer Improvements project received four bids. All bids were opened at 3:15 p.m. on June 5th, 2025. The bids are as follows:

	BP3 Utilities LLC	Bell Contractors Inc	JH Contracting LLC	TTG Utilities LLC
Total Bid	\$ 243,133.53	\$ 260,306.91	\$ 307,463.00 ¹	\$ 416,614.00

¹ Recalculated total bid amount using unit price provided.

The average of all bid amounts is 2% lower than the Engineer's OPCCC of \$314,566.25. The highest bid is 71% higher than the lowest bid and 32% higher than the Engineer's OPCC.

Total bid amount provided by BP3 Utilities LLC is the lowest bid provided and it is 22% lower than the Engineer's OPCC.

The references provided by BP3 Utilities LLC were contacted and they all provided positive reviews of their experience working with BP3 Utilities LLC.

Based on the bid amounts provided and the verified references, I recommend the City of Killeen award the project, in the amount of \$243,133.53, to BP3 Utilities LLC.

Please contact me if you have any questions.

Sincerely,

leagu Anca Neagu, PE, MSE

Engineering Department Manager Central Texas Land Development Services Phone (254) 526-4351



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, <u>and</u> 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

BRANDON CLEMENT Printed Name

BP3 UTILITIES LLC

Company Name

VICE-PRESIDENT

Title

6-13-25

Date

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

E				and the second second second	1011	
	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 RTIFICATION OF FILING		
1	 Name of business entity filing form, and the city, state and country of the business entity's place of business. BP3 Utilities LLC 			tificate Number: 5-1324179 e Filed:		
2	Name of governmental entity or state agency that is a party to th being filed.	e contract for which the form is	06/13	13/2025		
				e 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. 25-34 McGregor Estates Sanitary Sewer Improvements: labor and materials 					
4	Name of Interested Party	City, State, Country (place of business)		Nature of interest (check applicable)		
	ritanie of interested fully			Controlling	Intermediary	
		· ·				
	•					
					· · · ·	
5	5 Check only if there is NO Interested Party.					
6	UNSWORN DECLARATION					
	My name is BRANDON CLEMENT	, and my date of	birth is	10/10/19	81	
	My address is 4706 FAWN DR. (street)	, <u>KILLEEN</u> ,)) (city) (st	tate)	76542 (zip code)	, <u>USA</u> . (country)	

I declare under penalty of perjury that the foregoing is true and correct. Executed in _County, State of _____, on the ____day of _____ , 20 . (month) (year) Signature of authorized agent of contracting business entity (Declarant) Forms provided by Texas Ethics Commission Version V4.1.0.e02d6221 www.ethics.state.tx.us

RS-25-119 July 15, 2025

AWARD BID NO. 25-34, MCGREGOR ESTATES SANITARY SEWER IMPROVEMENTS PROJECT

Background and Findings

- 2
- On the northeast side of McGregor Estates Subdivision, a sanitary sewer force main discharges into a large gravity sewer main that serves 21 lots.
- Due to numerous sewer odor complaints in this area, specifically from the lots adjacent to the sewer main, city staff researched several odor prevention solutions.
- Staff recommends moving the sewer service for the 21 lots from the existing large sewer main with heavy flows from the force main and installing a new smaller gravity main that will only serve the 21 lots.

Background and Findings

3

□ On June 5, 2025, the following four (4) bids were received:

BIDDERS	BID
BP3 Utilities, LLC	\$243,133.53
Bell Contractors, Inc	\$260,306.91
JH Contracting, LLC	\$307,463.00
TTG Utilities, LLC	\$416,614.00

 BP3 Utilities, LLC is the selected vendor for Bid 25-34, McGregor Estates Sanitary Sewer Improvements, as they are the responsive low bidder providing the best value to the city.

Recommendation

□ Authorize the award of Bid No. 25-34, McGregor Estates Sanitary Sewer Improvements Project to BP3 Utilities, LLC; authorize the City Manager, or designee, to execute a construction contract in the amount of \$243,113.53 with BP3 Utilities, LLC, and furthermore, authorize the City Manager, or designee, to execute any and all change orders within the amounts set by State and Local law.

City of Killeen



Staff Report

File Number: RS-25-120

Consider a memorandum/resolution authorizing the execution of a Professional Services Agreement with Kimley-Horn and Associates, Inc., to update the City's Water and Wastewater Impact Fees, in the amount of \$136,080.00.

- DATE: July 15, 2025
- TO: Kent Cagle, City Manager
- FROM: Andrew Zagars, City Engineer
- SUBJECT: Authorize the execution of a Professional Services Agreement with Kimley-Horn and Associates, Inc. to update the City's Water and Wastewater Impact Fees

BACKGROUND AND FINDINGS:

In 2019, the City of Killeen retained Kimley-Horn and Associates, Inc. (Kimley-Horn) for the purpose of completing a study for the potential implementation of impact fees to fund a portion of the costs for water and wastewater system capital improvements required to serve new development. On April 13, 2021, the City Council adopted Ordinance 21-015, which implemented and water wastewater impact fees in the City effective April 14, 2021. On April 1, 2025, the City Council adopted the 2025 Water and Wastewater Master Plan. With the adoption of this new master plan, an update to the 2021 impact fees is needed to incorporate a new capital improvements plan and a current pricing structure.

City Staff have negotiated a professional services agreement with Kimley-Horn to update the City's Water and Wastewater Impact Fees for a fee of \$136,080. Kimley-Horn did an outstanding job developing the original impact fee structure, and Staff is confident that Kimley-Horn's update will greatly enhance the funding capacity of water and wastewater impact fees.

THE ALTERNATIVES CONSIDERED:

N/A

Which alternative is recommended? Why?

N/A

CONFORMITY TO CITY POLICY:

This item conforms to state and local policies. Texas Government Code, Chapter 2254, states that contracts for the procurement of defined professional services may not be awarded on the basis of competitive bids. Instead, they must be awarded on the basis of demonstrated competence and qualifications.

FINANCIAL IMPACT:

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

Total amount of \$136,080 will be encumbered in FY 2025

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

One-time

Is this revenue/expenditure budgeted?

No

If not, where will the money come from?

Funds will be appropriated from available fund balance on the year-end budget amendment in Water Impact Fee Fund account 351-54250-900-450-000000.

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

Upon approval of the year-end budget amendment

RECOMMENDATION:

City Council authorize the City Manager or designee to execute a Professional Service Agreement with Kimley-Horn to update the City's Water and Wastewater Impact Fees in the amount of \$136,080, and authorize the City Manager, or designee, to execute any and all change orders within the amounts set by State and Local law.

DEPARTMENTAL CLEARANCES:

Purchasing Finance City Attorney

ATTACHED SUPPORTING DOCUMENTS:

Proposal Agreement Certificate of Interested Parties Presentation

Kimley-Horn and Associates, Inc. City of Killeen – 2025 Water/Water Impact Fee Update Scope of Services

Task 1. Project Initiation/Management

- 1.1. <u>Project Kick-Off Meeting</u>. ENGINEER will meet with the City for a formal kick-off meeting for the Impact Fee project. During this meeting the scope and City contacts will be determined for each task.
- 1.2. Project Team Status Meetings and Coordination. ENGINEER will participate in monthly virtual meetings with City staff. These meetings will be held on specific days and times as agreed by the City. A maximum of two hours will be anticipated for each meeting. These are assumed to be conference calls. ENGINEER will prepare notes from each meeting and submit to the City's Project Manager for review and approval. A maximum of six (6) virtual team meetings will be held. It is anticipated that the work will be completed within nine (9) months.
- 1.3. <u>Project Status Reports.</u> ENGINEER will prepare and submit monthly status reports regarding the overall project schedule, critical tasks, and sub-consultant coordination in conjunction with each monthly invoice.

Task 2. Land Use Assumptions

ENGINEER will assist the City in developing the land use assumptions in conformance with Chapter 395 of the Local Government Code and shall include:

- 2.1. <u>Data Collection</u>. ENGINEER will deliver a letter to the Client describing data that should be provided to the ENGINEER. The Scope for data collection is as follows:
 - General Plan The Client shall identify and provide the most recent comprehensive mast plan.
 - The Client shall identify and provide ENGINEER the Water/Wastewater Master Plan demographic projections.
 - Maps The Client shall provide ENGINEER with GIS shapefiles, associated databases, and layer files in ESRI ArcGIS format. All data shall be projected in NAD 83 State Plane, Central Texas Zone Coordinates. Data should Include:
 - 1) Current Zoning Map
 - 2) Future Land Use Plan
 - 3) City Limits, ETJ Limits
 - 4) Water and Wastewater Infrastructure
 - 5) Current Impact Fee Water and Wastewater Service Area Limits
 - 6) Most recent digital orthophotograph (DOQ) of the City
 - 2.1.1 <u>Service Area Boundaries</u>. ENGINEER will work with City staff to review previous and update, if necessary, the service area boundaries for water and wastewater impact fees
- 2.2. <u>Land Use Assumptions</u>. ENGINEER will provide City staff with an overview of the information required as part of the Land Use Assumptions for Impact Fees. This task will require the City to develop the following for use in the Impact Fee calculations:
 - 2.2.1 Existing population by service area for the Year 2025;
 - 2.2.2 Build-Out population by service area;

- 2.2.3 Ten Year population by service area for the Year 2035;
- 2.2.4 All population information shall be reported by number of persons and number of dwelling units/living unit equivalent;
- 2.2.5 Map identifying where the growth is projected; and
- 2.2.6 Summary report to include with the Impact Fee Update showing a general overview of methodology and results.
 - 2.2.7 <u>Existing Land Use Assumptions</u>. ENGINEER will prepare the existing land use information in a format suitable for the use in the impact fee update based on information provided by the City. The information will be presented in tabular form by service area as defined by the water and wastewater service area boundaries.
 - ENGINEER will use the latest available GIS future land use data provided by the City.
 - 2.2.8 <u>Build-Out Land Use Assumptions.</u> ENGINEER will develop the build-out demographics within the service areas in tabular format. For each service area, population will be summarized.
 - 2.2.9 Ten-Year Land Use Assumptions. Chapter 395 states that impact fees may only be used to pay for items included in the capital improvements plan and attributable to new service units projected over a period of time not to exceed ten (10) years. Based upon guidance from the Client, ENGINEER will develop the Ten-Year Land Use Assumptions for the 2025–2035 planning window.
 - ENGINEER will conduct one (1) meeting with the City to receive the City's projections for expected growth rates for land use. ENGINEER will review the City's information and develop the demographic table using population by households to develop 10-year population projections.
- 2.3. <u>Land Use Documentation</u>. ENGINEER will provide both a draft and final Land Use Assumptions to be incorporated as a chapter into the Impact Fee Report. The chapter will include:
 - Water service area
 - Wastewater service area
 - Historical population data
 - Existing land use, population data
 - 10-year land use, population data
 - Exhibits
 - Draft versions of the Land Use Assumptions will be submitted in .pdf format.
- 2.4. <u>Meetings.</u> ENGINEER will prepare for and attend (1) one meeting with Client to discuss and review the proposed Land Use Assumptions in a conference call. It is anticipated that (1) one service area for water and (1) service area for wastewater will be used.
- 2.5. <u>Deliverables.</u>
 - Data collection request letter
 - Electronic (.pdf) copy of the Draft Land Use Assumptions
 - Upon final approval of the Impact Fee Update and new ordinance by the City Council, ENGINEER will provide five (5) originals of the Final Impact Fee Update Report, including the Land Use Assumptions component of the Report (see Task 6).
 - ENGINEER will provide the City with all GIS shapefiles, associated databases, and layer files used in the development of the Land Use Assumptions in ESRI

ArcGIS format. All data will be projected in NAD 83 State Plane, Central Texas Zone coordinates.

Task 3. Water Impact Fee Study

ENGINEER will prepare the water impact fee update in conformance with Chapter 395 of the Local Government Code and shall include:

- 3.1. <u>Data Collection</u>. ENGINEER will deliver a letter request to the City describing water data that should be provided to ENGINEER. The data collection is as follows:
 - 3.1.1 Water Master Plan ENGINEER will coordinate with the City to obtain the latest water system master plan adopted by the City.
 - 3.1.2 Water usage history Annual water usage records for the past ten (10) years for development of the service unit projection.
 - 3.1.3 Water Meter Data List of the current water meter account by meter size.
- 3.2. <u>Infrastructure Capacity Criteria</u>. ENGINEER will coordinate with the City to obtain the criterion for determining the ten (10) year capacity of the following infrastructure:
 - 3.2.1 Future Transmission Lines (12-inch and larger)
 - 3.2.2 Existing and Future Elevated Storage Tanks
 - 3.2.3 Existing and Future Ground Storage Tanks
 - 3.2.4 Existing and Future Pump Stations
 - 3.2.5 Existing and Future Supply Facilities

A criterion will not be developed for existing City transmission lines. If the City does not have criteria for elevated storage tanks, ground storage tanks and pump stations sizing the ENGINEER will utilize the Texas Commission on Environmental Quality (TCEQ) criteria.

- 3.3. <u>Water Impact Fee Capital Improvements Plan.</u> ENGINEER will coordinate with the City to develop the Water Impact Fee Capital Improvements Plan. It will include the following infrastructure:
 - 3.3.1 Future Transmission Lines (12-inch and larger)
 - 3.3.2 Existing and Future Elevated Storage Tanks
 - 3.3.3 Existing and Future Ground Storage Tanks
 - 3.3.4 Existing and Future Pump Stations
 - 3.3.5 Existing and Future Supply Facilities

Impact Fee CIP will not include existing City transmission lines.

- 3.4. <u>Maximum Assessable Water Impact Fee Calculation</u>. ENGINEER will calculate the additional service units based on the Land Use Assumptions. ENGINEER will then calculate the Impact Fee per service unit, unit equivalents by meter size and the Maximum Assessable Water Impact Fee table by meter size. ENGINEER will incorporate the financial analysis performed in Task 6 to determine the credit calculation. If Task 6 is not performed, ENGINEER will use 50% as the credit calculation as required by state law.
- 3.5. <u>Water Impact Fee Update Report</u>. ENGINEER will provide both a draft and final Water Impact Fee Report. The report will include:
 - 3.5.1 Water service area

- 3.5.2 Narrative of the impact fee update methodology
- 3.5.3 Impact fee calculations
- 3.5.4 Water Impact Fee CIP
- 3.5.5 Exhibits
- 3.5.6 Draft versions of the Water Impact Fee Report will be submitted in .pdf format.

3.6. <u>Deliverables</u>

- 3.6.1 Data collection request letter.
- 3.6.2 Electronic (.pdf) copy of the Draft Water Impact Fee Report.
- 3.6.3 Text of the Draft Water Impact Fee Report will be provided in .doc format for commenting purposes.
- 3.6.4 Upon final approval of the Impact Fee Update and new ordinance by the City Council, ENGINEER will provide up to five (5) originals of the Final Impact Fee Update Report, including the Water Impact Fee component of the Report (see Task 5.2).

Task 4 – Wastewater Impact Fee Update

ENGINEER will prepare the wastewater impact fee update in conformance with Chapter 395 of the Local Government Code and shall include:

- 4.1. <u>Data Collection</u>. ENGINEER will collect the following data:
 - 4.1.1 Wastewater Master Plan ENGINEER will coordinate with the City to obtain the latest wastewater system master plan adopted by the City.
 - 4.1.2 Wastewater Discharge History Annual wastewater discharge records for the past ten (10) years for verification of current demand by service unit and development of the service unit projection.
 - 4.1.3 Wastewater service counts from billing.
- 4.2. <u>Infrastructure Capacity Criteria</u>. ENGINEER will coordinate with the City to obtain the criterion for determining the ten (10) year capacity of the following infrastructure:
 - 4.2.1 Future Trunk Lines (12-inch and larger)
 - 4.2.2 Existing and Future Lift Stations
 - 4.2.3 Existing and Future Force Mains

If the City does not have criteria for lift station and force main sizing the ENGINEER will utilize the Texas Commission on Environmental Quality (TCEQ) criteria.

- 4.3. <u>Wastewater Impact Fee Capital Improvements Plan</u>. ENGINEER will coordinate with the City to develop the Wastewater Impact Fee Capital Improvements Plan. It will include the following infrastructure:
 - 4.3.1 Future Trunk Lines (12-inch and larger)
 - 4.3.2 Existing and Future Lift Stations
 - 4.3.3 Existing and Future Force Mains
- 4.4. <u>Maximum Assessable Wastewater Impact Fee Calculation</u>. ENGINEER will calculate the additional service units based on the Land Use Assumptions. ENGINEER will then calculate the Impact Fee per service unit, unit equivalents by meter size and the Maximum Assessable Wastewater Impact Fee table

by meter size. ENGINEER will incorporate the financial analysis performed in Task 6 to determine the credit calculation. If Task 7 is not performed, ENGINEER will use 50% as the credit calculation as required by state law.

- 4.5. <u>Wastewater Report</u>. ENGINEER will provide both a draft and final Wastewater Impact Fee Report. The report will include:
 - 4.5.1 Wastewater service area
 - 4.5.2 Narrative of the impact fee update methodology
 - 4.5.3 Impact fee calculations
 - 4.5.4 Wastewater Impact Fee CIP
 - 4.5.5 Exhibits
 - 4.5.6 Draft versions of the Wastewater Impact Fee Report will be submitted in .pdf format.
- 4.6. <u>Deliverables</u>.
 - 4.6.1 Data collection request letter
 - 4.6.2 Electronic (.pdf) copy of the Draft Wastewater Impact Fee Report
 - 4.6.3 Text of the Draft Wastewater Impact Fee Report will be provided in .doc format for commenting purposes.
 - 4.6.4 Upon final approval of the Impact Fee Update and new ordinance by the City Council, ENGINEER will provide up to five (5) originals of the Final Impact Fee Update Report, including the Wastewater Impact Fee component of the Report (see Task 5.2).

Task 5 – Impact Fee Documentation/Adoption Process/Administration Tools

- 5.1. <u>Water and Wastewater Documentation</u>. ENGINEER will provide both a draft and final Water and Wastewater Impact Fee Report. The report will include:
 - 5.1.1 Executive Summary
 - Introduction
 - Impact Fee Methodology
 - Water and Wastewater Maximum Fee Calculation Results
 - 5.1.2 Land Use Assumptions
 - Water service area
 - Wastewater service area
 - 5.1.3 Water
 - Impact Fee Capital Improvement Plan 10-year capacity criterion
 - Impact Fee Capital Improvement Plan with project narratives and opinions of probable construction cost
 - Impact Fee CIP Exhibits
 - Impact fee calculations

5.1.4 Wastewater

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- Impact Fee Capital Improvement Plan 10-year capacity criterion
- Impact Fee Capital Improvement Plan with project narratives and opinions of probable construction cost
- Impact Fee CIP Exhibit
- Impact fee calculations

5.2. <u>Deliverables</u>

- 5.2.1 Electronic (.pdf) copy of the Draft Water and Wastewater Impact Fee Report; and
- 5.2.2 Four (4) 8.5" x 11" hard copies of the Draft Water and Wastewater Impact Fee Report
- 5.2.3 Upon final approval of the Water and Wastewater Impact Fee Analysis and new ordinance by the City Council, ENGINEER will provide four (4) 8" x 11" originals and one (1) electronic (.pdf) copy of the Final Water and Wastewater Impact Fee Report.
- 5.3. <u>Public Hearings and Approval.</u> It is anticipated that a representative from ENGINEER will prepare for and attend up to four (4) meetings during the public hearing and approval process. These anticipated meetings are as follows:
 - As required by Chapter 395 of the Local Government Code, prepare for and attend up to two (2) CIAC public hearing to present the Land Use Assumptions, CIP, and Maximum Assessable Water, and Wastewater Impact Fees.
 - As required by Chapter 395 of the Local Government Code, prepare for and attend two (2) City Council public hearing to present the Land Use Assumptions, CIP, and Maximum Assessable Water and Wastewater Impact Fees; and adopt the associated ordinance.

Task 6 – Financial Analysis and Impact Fee Credit Determination (Special Service)

A financial subconsultant will calculate maximum assessable impact fees for the designated ten-year period for each service function (i.e. water and wastewater), as well as determine the water and wastewater impact fee credits in conformance with Chapter 395 of the Local Government Code. This task shall include:

- 1.1. <u>Select Appropriate Credit Option</u>. In 2001, Chapter 395 was amended to include a plan for awarding either a credit for the portion of ad valorem tax and/or utility service revenues generated by new service units during the program period that are used for payment of improvements that are included in the impact fee capital improvements plan, or a credit equal to 50% of the total cost of the impact fee capital improvements plan. Using the impact fee eligible capital improvement costs and projected service units provided by ENGINEER, the financial subconsultant will calculate the maximum assessable, full-cost recovery impact fees, including applicable financing costs, for the designated period. The financial subconsultant will then meet with City Staff to determine the credit option (either the credit determination or 50% of costs) that most appropriately satisfies the balance between the City's funding requirements and the City's desired economic growth.
- 1.2. <u>Credit Determination</u>. Assuming the City elects to pursue the credit option involving ad valorem tax and/or utility service revenue, the financial subconsultant will determine the appropriate credit, if any, and apply this credit to the impact fee determination in accordance with Chapter 395 requirements. A critical component of this calculation is the examination of funding practices involving existing projects that are impact fee eligible under the newly calculated impact fees. Since Chapter 395 requires a credit for ad valorem taxes and/or utility service revenues from new service units used to fund impact fee eligible projects, a decision must be made as to whether to maintain or modify the existing funding practice for existing projects. The ultimate decision of either maintaining or modifying existing funding practices is generally based on funding needs or the administrative requirements of complying with Chapter 395.
- 1.3. <u>Impact Fee Determination.</u> After the credit determination is made, the credit will be incorporated into the impact fee calculation. The impact fee calculation performed by the financial subconsultant uses a financial model, which fully recognizes the requirements of Chapter 395,

including the recognition of cash and/or debt financing, interest earnings, fund balances, ad valorem taxes, and utility rate revenues.

1.4. <u>Meetings and Presentations.</u> After the impact fees have been calculated, the financial subconsultant will meet with City Staff to review the impact fee determination and address any outstanding issues and/or concerns. Staff's comments and recommendations will be incorporated where appropriate. ENGINEER will incorporate the financial analysis and impact fee credit determination into the final impact fee documentation. This includes coordination with City Auditor and includes one in person meeting at City Council.

Additional Services

Services not specifically identified in the Scope of Services above shall be considered additional and shall be performed on an individual basis upon authorization by the City. Compensation for additional services will be agreed to prior to their performance. Such services shall include, but are not limited to, the following:

- Additional assistance in developing the land use assumptions outside of that described in this agreement.
- Preparation for and attendance at additional public meetings not specifically identified in the Scope of Services.
- Furnish additional copies of review documents and/or bid documents in excess of the number of the same identified in the Scope of Services.
- Coordinating or including impact fee project costs associated with projects from wholesale water and wholesale wastewater treatment provider.
- Reanalysis or recalculation to reflect project scope changes or policy changes requested by the City, addressing changes in direction previously approved by the City, or mandated by changing governmental laws.

- End of Scope of Services -

IMPACT FEE STUDY FEE PROPOSAL CITY OF Killeen

Kimley-Horn will perform the scope of services for the total fixed fee below. Fees will be invoiced monthly based upon the overall percentage of services performed.

Task	Task Name	Subtotal
1	Project Initiation/ Management	\$11,380
2	Land Use Assumptions	\$14,325
3	Water Impact Fee Study	\$28,570
4	Wastewater Impact Fee Study	\$28,570
5	Impact Fee Documentation/Adoption Process	\$23,835
6	Financial Analysis and Impact Fee Credit	\$29,400
Subtotals		\$136,080

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

STANDARD FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly By

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

AMERICAN CONSULTING ENGINEERS COUNCIL

AMERICAN SOCIETY OF CIVIL ENGINEERS

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

EJCDC No. 1910-1 (1996 Edition) Revised by City of Killeen 3/03/04

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

THIS IS AN AGREEMENT effective as of _____("Effective Date") between

the CITY OF KILLEEN ("OWNER") and Kimley-Horn and Associates, Inc.("ENGINEER").

OWNER and ENGINEER in consideration of their mutual covenants as set forth herein agree as follows:

To update the City of Killeen Water and Wastewater Impact Fees.

1.01 Scope

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

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

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

ARTICLE 2 - OWNER'S RESPONSIBILITIES

2.01 General

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

ARTICLE 3 - TIMES FOR RENDERING SERVICES

3.01 General

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

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

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

3.02 Suspension

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

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

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

ARTICLE 4 - PAYMENTS TO ENGINEER

4.01 Methods of Payment for Services and Reimbursable Expenses of ENGINEER

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

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

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

4.02 Other Provisions Concerning Payments

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

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

Standard Form of Agreement Between Owner and Engineer for Professional Services Page 2 of 11 C. *Disputed Invoices*. In the event of a disputed or contested invoice, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.

D. Payments Upon Termination.

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

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

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

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

ARTICLE 5 - OPINIONS OF COST

5.01 Opinions of Probable Construction Cost

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

5.02 Designing to Construction Cost Limit

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

5.03 Opinions of Total Project Costs

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

ARTICLE 6 - GENERAL CONSIDERATIONS

6.01 Standards of Performance

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

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

C. ENGINEER shall perform or furnish professional engineering and related services in all phases of the Project to which this Agreement applies. ENGINEER shall serve as OWNER's prime professional for the Project. ENGINEER may employ such ENGINEER's Consultants as ENGINEER deems necessary to assist in the performance or furnishing of the services. ENGINEER shall not be required to employ any ENGINEER's Consultant unacceptable to ENGINEER. D. ENGINEER and OWNER shall comply with applicable Laws or Regulations and OWNER-mandated standards. This Agreement is based on these requirements as of its Effective Date. Changes to these requirements after the Effective Date of this Agreement may be the basis for modifications to OWNER's responsibilities or to ENGINEER's scope of services, times of performance, or compensation.

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

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

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

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

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

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

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

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

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

6.02 Authorized Project Representatives

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

6.03 Design without Construction Phase Services

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

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

6.04 Use of Documents

A. All Documents are instruments of service in respect to this Project, and ENGINEER shall retain an ownership and property interest therein (including the right of reuse at the discretion of the ENGINEER) whether or not the Project is completed.

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

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

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

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

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

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

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

6.05 Insurance

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

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

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

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

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

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

6.06 Termination

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

1. For cause,

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

b. By ENGINEER:

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

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

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

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

2. For convenience,

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

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

6.07 Controlling Law

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

6.08 Successors, Assigns, and Beneficiaries

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

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

C. Unless expressly provided otherwise in this Agreement:

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

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

6.09 Hazardous Environmental Condition

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

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

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

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

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

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

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

6.10 Allocation of Risks

A. Indemnification

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

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

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

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

6.11 Notices

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

6.12 Survival

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

6.13 Severability

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

6.14 Waiver

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

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

6.15 Headings

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

ARTICLE 7 - DEFINITIONS

7.01 Defined Terms

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

29. PCB's--Polychlorinated biphenyls.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 8 - EXHIBITS AND SPECIAL PROVISIONS

8.01 Exhibits Included

A. Exhibit A, "ENGINEER's Services," consisting of 11 pages.

B. Exhibit B, "OWNER's Responsibilities," consisting of 2 pages.

C. Exhibit C, "Payments to Engineer for Services and Reimbursable Expenses," consisting of 1 page.

D. Exhibit D, "Duties, Responsibilities and Limitations of Authority of Resident Project Representative," consisting of 1 page.

E. Exhibit E, "Notice of Acceptability of Work," consisting of 2 pages.

F. Exhibit F, "Construction Cost Limit," consisting of 1 page.

G. Exhibit G, "Insurance," consisting of 1 page.

H. Exhibit H, "Special Provisions," consisting of 1 page.

8.02 Total Agreement

A. This Agreement (consisting of pages 1 to 11 inclusive, together with the Exhibits identified above) constitutes the entire agreement between OWNER and ENGINEER and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

By signing this contract, Engineer hereby verifies that it does not boycott Israel and will not boycott Israel during the term of this contract. Boycotting Israel is defined in Texas Government Code section 808.001 to mean refusing to deal with, terminating business activities with, or taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

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

OWNER: City of Killeen	ENGINEER: Kimley-Horn and Associates, Incl
	Dean Moon, P.E.
By: Kent Cagle	By: Sean Mason
Title: City Manager	Title: Associate
Date Signed:	Date Signed:
Address for giving notices:	Address for giving notices:
P.O. Box 1329	10814 Jollyville Road, Avallon IV
Killeen, TX 76540-1329	Suite 200
	Austin, TX 78746
Designated Representative (paragraph 6.02.A):	Designated Representative (paragraph 6.02.A):
Steven L Kana, P.E.	Lance Parisher, P.E.
Title: Assistant City Engineer	Title: Associate
Phone Number: 254-501-7623	Phone Number: 737-263-2017
Facsimile Number: 254-501-6321	Facsimile Number: <u>N/A</u>
E-Mail Address: <u>skana@killeentexas.gov</u>	E-Mail Address: <u>lance.parisher@kimley-horn.com</u>

Standard Form of Agreement Between Owner and Engineer for Professional Services Page 11 of 11
This is **EXHIBIT A**, consisting of 11 pages, referred to in and part of the **Agreement between OWNER and ENGINEER for Professional Services** dated ______,

	Initial:
OWNER	
ENGINEER SM	

ENGINEER's Services

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

PART 1 -- BASIC SERVICES

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "Consultant") is pleased to submit this proposal to the City of Killeen ("Client") for providing engineering services for the update of the City of Killeen's Water and Wastewater Impact Fees.

Scope of Services

Kimley-Horn will provide the services specifically set forth below.

Task 1. Project Initiation/Management

- 1.1. <u>Project Kick-Off Meeting</u>. ENGINEER will meet with the City for a formal kick-off meeting for the Impact Fee project. During this meeting the scope and City contacts will be determined for each task.
- 1.2. <u>Project Team Status Meetings and Coordination</u>. ENGINEER will participate in monthly virtual meetings with City staff. These meetings will be held on specific days and times as agreed by the City. A maximum of two hours will be anticipated for each meeting. These are assumed to be conference calls. ENGINEER will prepare notes from each meeting and submit to the City's Project Manager for review and approval. A maximum of six (6) virtual team meetings will be held. It is anticipated that the work will be completed within nine (9) months.
- 1.3. <u>Project Status Reports.</u> ENGINEER will prepare and submit monthly status reports regarding the overall project schedule, critical tasks, and sub-consultant coordination in conjunction with each monthly invoice.

Task 2. Land Use Assumptions

ENGINEER will assist the City in developing the land use assumptions in conformance with Chapter 395 of the Local Government Code and shall include:

- 2.1. <u>Data Collection</u>. ENGINEER will deliver a letter to the Client describing data that should be provided to the ENGINEER. The Scope for data collection is as follows:
 - General Plan The Client shall identify and provide the most recent comprehensive mast plan.
 - The Client shall identify and provide ENGINEER the Water/Wastewater Master Plan demographic projections.

Page 1 of 11 Pages (Exhibit A - ENGINEER's Services)

- Maps The Client shall provide ENGINEER with GIS shapefiles, associated databases, and layer files in ESRI ArcGIS format. All data shall be projected in NAD 83 State Plane, Central Texas Zone Coordinates. Data should Include:
 - 1) Current Zoning Map
 - 2) Future Land Use Plan
 - 3) City Limits, ETJ Limits
 - 4) Water and Wastewater Infrastructure
 - 5) Current Impact Fee Water and Wastewater Service Area Limits
 - 6) Most recent digital orthophotograph (DOQ) of the City
- 2.1.1 <u>Service Area Boundaries</u>. ENGINEER will work with City staff to review previous and update, if necessary, the service area boundaries for water and wastewater impact fees
- 2.2. <u>Land Use Assumptions</u>. ENGINEER will provide City staff with an overview of the information required as part of the Land Use Assumptions for Impact Fees. This task will require the City to develop the following for use in the Impact Fee calculations:
 - 2.2.1 Existing population by service area for the Year 2025;
 - 2.2.2 Build-Out population by service area;
 - 2.2.3 Ten Year population by service area for the Year 2035;
 - 2.2.4 All population information shall be reported by number of persons and number of dwelling units/living unit equivalent;
 - 2.2.5 Map identifying where the growth is projected; and
 - 2.2.6 Summary report to include with the Impact Fee Update showing a general overview of methodology and results.
 - 2.2.7 <u>Existing Land Use Assumptions</u>. ENGINEER will prepare the existing land use information in a format suitable for the use in the impact fee update based on information provided by the City. The information will be presented in tabular form by service area as defined by the water and wastewater service area boundaries.
 - ENGINEER will use the latest available GIS future land use data provided by the City.
 - 2.2.8 <u>Build-Out Land Use Assumptions.</u> ENGINEER will develop the build-out demographics within the service areas in tabular format. For each service area, population will be summarized.
 - 2.2.9 Ten-Year Land Use Assumptions. Chapter 395 states that impact fees may only be used to pay for items included in the capital improvements plan and attributable to new service units projected over a period of time not to exceed ten (10) years. Based upon guidance from the Client, ENGINEER will develop the Ten-Year Land Use Assumptions for the 2025–2035 planning window.
 - ENGINEER will conduct one (1) meeting with the City to receive the City's projections for expected growth rates for land use. ENGINEER will review the City's information and develop the demographic table using population by households to develop 10-year population projections.
 - 2.3. <u>Land Use Documentation.</u> ENGINEER will provide both a draft and final Land Use Assumptions to be incorporated as a chapter into the Impact Fee Report. The chapter will include:
 - Water service area
 - Wastewater service area
 - Historical population data
 - Existing land use, population data

Page 2 of 11 Pages (Exhibit A - ENGINEER's Services)

- 10-year land use, population data
- Exhibits
- Draft versions of the Land Use Assumptions will be submitted in .pdf format.
- 2.4. <u>Meetings.</u> ENGINEER will prepare for and attend (1) one meeting with Client to discuss and review the proposed Land Use Assumptions in a conference call. It is anticipated that (1) one service area for water and (1) service area for wastewater will be used.
- 2.5. Deliverables.
 - Data collection request letter
 - Electronic (.pdf) copy of the Draft Land Use Assumptions
 - Upon final approval of the Impact Fee Update and new ordinance by the City Council, ENGINEER will provide five (5) originals of the Final Impact Fee Update Report, including the Land Use Assumptions component of the Report (see Task 6).
 - ENGINEER will provide the City with all GIS shapefiles, associated databases, and layer files used in the development of the Land Use Assumptions in ESRI ArcGIS format. All data will be projected in NAD 83 State Plane, Central Texas Zone coordinates.

Task 3. Water Impact Fee Study

ENGINEER will prepare the water impact fee update in conformance with Chapter 395 of the Local Government Code and shall include:

- 3.1. <u>Data Collection</u>. ENGINEER will deliver a letter request to the City describing water data that should be provided to ENGINEER. The data collection is as follows:
 - 3.1.1 Water Master Plan ENGINEER will coordinate with the City to obtain the latest water system master plan adopted by the City.
 - **3.1.2** Water usage history Annual water usage records for the past ten (10) years for development of the service unit projection.
 - 3.1.3 Water Meter Data List of the current water meter account by meter size.
- 3.2. <u>Infrastructure Capacity Criteria</u>. ENGINEER will coordinate with the City to obtain the criterion for determining the ten (10) year capacity of the following infrastructure:
 - 3.2.1 Future Transmission Lines (12-inch and larger)
 - 3.2.2 Existing and Future Elevated Storage Tanks
 - 3.2.3 Existing and Future Ground Storage Tanks
 - 3.2.4 Existing and Future Pump Stations
 - 3.2.5 Existing and Future Supply Facilities

A criterion will not be developed for existing City transmission lines. If the City does not have criteria for elevated storage tanks, ground storage tanks and pump stations sizing the ENGINEER will utilize the Texas Commission on Environmental Quality (TCEQ) criteria.

- 3.3. <u>Water Impact Fee Capital Improvements Plan.</u> ENGINEER will coordinate with the City to develop the Water Impact Fee Capital Improvements Plan. It will include the following infrastructure:
 - 3.3.1 Future Transmission Lines (12-inch and larger)
 - 3.3.2 Existing and Future Elevated Storage Tanks
 - 3.3.3 Existing and Future Ground Storage Tanks

- 3.3.4 Existing and Future Pump Stations
- 3.3.5 Existing and Future Supply Facilities

Impact Fee CIP will not include existing City transmission lines.

- 3.4. <u>Maximum Assessable Water Impact Fee Calculation</u>. ENGINEER will calculate the additional service units based on the Land Use Assumptions. ENGINEER will then calculate the Impact Fee per service unit, unit equivalents by meter size and the Maximum Assessable Water Impact Fee table by meter size. ENGINEER will incorporate the financial analysis performed in Task 6 to determine the credit calculation. If Task 6 is not performed, ENGINEER will use 50% as the credit calculation as required by state law.
- 3.5. <u>Water Impact Fee Update Report</u>. ENGINEER will provide both a draft and final Water Impact Fee Report. The report will include:
 - 3.5.1 Water service area
 - 3.5.2 Narrative of the impact fee update methodology
 - 3.5.3 Impact fee calculations
 - 3.5.4 Water Impact Fee CIP
 - 3.5.5 Exhibits
 - 3.5.6 Draft versions of the Water Impact Fee Report will be submitted in .pdf format.
- 3.6. <u>Deliverables</u>
 - 3.6.1 Data collection request letter.
 - 3.6.2 Electronic (.pdf) copy of the Draft Water Impact Fee Report.
 - 3.6.3 Text of the Draft Water Impact Fee Report will be provided in .doc format for commenting purposes.
 - 3.6.4 Upon final approval of the Impact Fee Update and new ordinance by the City Council, ENGINEER will provide up to five (5) originals of the Final Impact Fee Update Report, including the Water Impact Fee component of the Report (see Task 5.2).

Task 4 – Wastewater Impact Fee Update

ENGINEER will prepare the wastewater impact fee update in conformance with Chapter 395 of the Local Government Code and shall include:

- 4.1. <u>Data Collection</u>. ENGINEER will collect the following data:
 - 4.1.1 Wastewater Master Plan ENGINEER will coordinate with the City to obtain the latest wastewater system master plan adopted by the City.
 - 4.1.2 Wastewater Discharge History Annual wastewater discharge records for the past ten (10) years for verification of current demand by service unit and development of the service unit projection.
 - 4.1.3 Wastewater service counts from billing.
- 4.2. <u>Infrastructure Capacity Criteria</u>. ENGINEER will coordinate with the City to obtain the criterion for determining the ten (10) year capacity of the following infrastructure:
 - 4.2.1 Future Trunk Lines (12-inch and larger)
 - 4.2.2 Existing and Future Lift Stations
 - 4.2.3 Existing and Future Force Mains

If the City does not have criteria for lift station and force main sizing the ENGINEER will utilize the Texas Commission on Environmental Quality (TCEQ) criteria.

- 4.3. <u>Wastewater Impact Fee Capital Improvements Plan</u>. ENGINEER will coordinate with the City to develop the Wastewater Impact Fee Capital Improvements Plan. It will include the following infrastructure:
 - 4.3.1 Future Trunk Lines (12-inch and larger)
 - 4.3.2 Existing and Future Lift Stations
 - 4.3.3 Existing and Future Force Mains
- 4.4. <u>Maximum Assessable Wastewater Impact Fee Calculation</u>. ENGINEER will calculate the additional service units based on the Land Use Assumptions. ENGINEER will then calculate the Impact Fee per service unit, unit equivalents by meter size and the Maximum Assessable Wastewater Impact Fee table by meter size. ENGINEER will incorporate the financial analysis performed in Task 6 to determine the credit calculation. If Task 7 is not performed, ENGINEER will use 50% as the credit calculation as required by state law.
- 4.5. <u>Wastewater Report</u>. ENGINEER will provide both a draft and final Wastewater Impact Fee Report. The report will include:
 - 4.5.1 Wastewater service area
 - 4.5.2 Narrative of the impact fee update methodology
 - 4.5.3 Impact fee calculations
 - 4.5.4 Wastewater Impact Fee CIP
 - 4.5.5 Exhibits
 - 4.5.6 Draft versions of the Wastewater Impact Fee Report will be submitted in .pdf format.

4.6. <u>Deliverables</u>.

- 4.6.1 Data collection request letter
- 4.6.2 Electronic (.pdf) copy of the Draft Wastewater Impact Fee Report
- 4.6.3 Text of the Draft Wastewater Impact Fee Report will be provided in .doc format for commenting purposes.
- 4.6.4 Upon final approval of the Impact Fee Update and new ordinance by the City Council, ENGINEER will provide up to five (5) originals of the Final Impact Fee Update Report, including the Wastewater Impact Fee component of the Report (see Task 5.2).

Task 5 – Impact Fee Documentation/Adoption Process/Administration Tools

- 5.1. <u>Water and Wastewater Documentation</u>. ENGINEER will provide both a draft and final Water and Wastewater Impact Fee Report. The report will include:
 - 5.1.1 Executive Summary
 - Introduction
 - Impact Fee Methodology
 - Water and Wastewater Maximum Fee Calculation Results

5.1.2 Land Use Assumptions

- Water service area
- Wastewater service area
- 5.1.3 Water
 - Impact Fee Capital Improvement Plan 10-year capacity criterion

Page 5 of 11 Pages (Exhibit A - ENGINEER's Services)

- Impact Fee Capital Improvement Plan with project narratives and opinions of probable construction cost
- Impact Fee CIP Exhibits
- Impact fee calculations

5.1.4 Wastewater

- Impact Fee Capital Improvement Plan 10-year capacity criterion
- Impact Fee Capital Improvement Plan with project narratives and opinions of probable construction cost
- Impact Fee CIP Exhibit
- Impact fee calculations

5.2. <u>Deliverables</u>

- 5.2.1 Electronic (.pdf) copy of the Draft Water and Wastewater Impact Fee Report; and
- 5.2.2 Four (4) 8.5" x 11" hard copies of the Draft Water and Wastewater Impact Fee Report
- 5.2.3 Upon final approval of the Water and Wastewater Impact Fee Analysis and new ordinance by the City Council, ENGINEER will provide four (4) 8" x 11" originals and one (1) electronic (.pdf) copy of the Final Water and Wastewater Impact Fee Report.
- 5.3. <u>Public Hearings and Approval.</u> It is anticipated that a representative from ENGINEER will prepare for and attend up to four (4) meetings during the public hearing and approval process. These anticipated meetings are as follows:
 - As required by Chapter 395 of the Local Government Code, prepare for and attend up to two (2) CIAC public hearing to present the Land Use Assumptions, CIP, and Maximum Assessable Water, and Wastewater Impact Fees.
 - As required by Chapter 395 of the Local Government Code, prepare for and attend two (2) City Council public hearing to present the Land Use Assumptions, CIP, and Maximum Assessable Water and Wastewater Impact Fees; and adopt the associated ordinance.

Task 6 – Financial Analysis and Impact Fee Credit Determination (Special Service)

A financial subconsultant will calculate maximum assessable impact fees for the designated ten-year period for each service function (i.e. water and wastewater), as well as determine the water and wastewater impact fee credits in conformance with Chapter 395 of the Local Government Code. This task shall include:

- 1.1. <u>Select Appropriate Credit Option</u>. In 2001, Chapter 395 was amended to include a plan for awarding either a credit for the portion of ad valorem tax and/or utility service revenues generated by new service units during the program period that are used for payment of improvements that are included in the impact fee capital improvements plan, or a credit equal to 50% of the total cost of the impact fee capital improvements plan. Using the impact fee eligible capital improvement costs and projected service units provided by ENGINEER, the financial subconsultant will calculate the maximum assessable, full-cost recovery impact fees, including applicable financing costs, for the designated period. The financial subconsultant will then meet with City Staff to determine the credit option (either the credit determination or 50% of costs) that most appropriately satisfies the balance between the City's funding requirements and the City's desired economic growth.
- 1.2. <u>Credit Determination</u>. Assuming the City elects to pursue the credit option involving ad valorem tax and/or utility service revenue, the financial subconsultant will determine the appropriate credit, if any, and apply this credit to the impact fee determination in accordance

with Chapter 395 requirements. A critical component of this calculation is the examination of funding practices involving existing projects that are impact fee eligible under the newly calculated impact fees. Since Chapter 395 requires a credit for ad valorem taxes and/or utility service revenues from new service units used to fund impact fee eligible projects, a decision must be made as to whether to maintain or modify the existing funding practice for existing projects. The ultimate decision of either maintaining or modifying existing funding practices is generally based on funding needs or the administrative requirements of complying with Chapter 395.

- 1.3. <u>Impact Fee Determination</u>. After the credit determination is made, the credit will be incorporated into the impact fee calculation. The impact fee calculation performed by the financial subconsultant uses a financial model, which fully recognizes the requirements of Chapter 395, including the recognition of cash and/or debt financing, interest earnings, fund balances, ad valorem taxes, and utility rate revenues.
- 1.4. <u>Meetings and Presentations.</u> After the impact fees have been calculated, the financial subconsultant will meet with City Staff to review the impact fee determination and address any outstanding issues and/or concerns. Staff's comments and recommendations will be incorporated where appropriate. ENGINEER will incorporate the financial analysis and impact fee credit determination into the final impact fee documentation. This includes coordination with City Auditor and inclues one in person meeting at City Council.

Schedule

Following Notice to Proceed (NTP) the Consultant and City of Killeen will work together to establish a schedule that considers adoption date, as well as sufficient time to hold CIAC and City Council meetings as needed for the consideration of the water and wastewater impact fee updates.

PART 2 -- ADDITIONAL SERVICES

A2.01 Additional Services Requiring OWNER's Authorization in Advance

A. If authorized in writing by OWNER, ENGINEER shall furnish or obtain from others Additional Services of the types listed below. These services will be paid for by OWNER as indicated in Article 4 of the Agreement.

- 1. Additional assistance in developing the land use assumptions outside of that described in this agreement.
- 2. Preparation for and attendance at additional public meetings not specifically identified in the Scope of Services.
- 3. Furnish additional copies of review documents and/or bid documents in excess of the number of the same identified in the Scope of Services.
- 4. Coordinating or including impact fee project costs associated with projects from wholesale water and wholesale water treatment provider.
- 5. Reanalysis or recalculation to reflect project scope changes or policy changes requested by the City, addressing changes in direction previously approved by the City, or mandated by changing governmental laws.

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

	Initial:
	OWNER
	ENGINEER M
OWNER's Responsibilities	

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

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

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

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

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

- 1. GIS data and shapefiles, including zoning, land use, city limits, water and wastewater infrastructure, impact fee service areas, and orthography of the City.
- 2. Annual water and wastewater usage and discharge history, water meter data, wastewater service counts, master plans.
- 3. To the best of the clients abililties, provide 10 years of records for water and wastewater usage.
- 4. Assist the Engineer in developing 10-year capacity of existing infrastructure.
- 5. Advertisements for required meetings.
- 6. Credits, tax revenues, utility service revenue, and other required funding and interest rates as needed.

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

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

I. Provide, as required for the Project:

1. Accounting, bond and financial advisory, independent cost estimating, and insurance counseling services.

2. Legal services with regard to issues pertaining to the Project as OWNER requires, Contractor raises, or ENGINEER reasonably requests.

3. Such auditing services as OWNER requires to ascertain how or for what purpose Contractor has used the moneys paid.

4. Placement and payment for advertisement for Bids in appropriate publications.

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

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

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

OUNTER	Initial:
OWNER	
ENGINEER	

Payments to ENGINEER for Services and Reimbursable Expenses

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

ARTICLE 4 -- PAYMENTS TO THE ENGINEER

C4.01 For Basic Services Having A Determined Scope

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

1. Progress payments in the amount of <u>\$136,080.00</u> based on the following assumed distribution of compensation:

1 Project Management	\$ 11,380.00
2 Land Use Assumptions	\$ 14,325.00
3 Water Impact Fee Study	\$ 28,570.00
4 Wastewater Impact Fee Study	\$ 28,570.00
5 Impact Fee Documentation/Adoption	\$ 23,835.00
6 Financial Analysis	\$ 29,400.00

2. ENGINEER may alter the distribution of compensation between individual phases noted herein to be consistent with services actually

rendered, but shall not exceed the total amount unless approved in writing by the OWNER.

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

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

5. If more prime contracts are awarded for work designed or specified by ENGINEER for this Project than identified in Exhibit A, the ENGINEER shall be compensated an additional amount to be negotiated; however, in no case shall the amount of compensation exceed eighteen percent (18%) of the Project's estimated construction costs for all Basic Services for each prime contract added. This is **EXHIBIT D**, consisting of 1 page, referred to in and part of the **Agreement between OWNER and ENGINEER** for **Professional Services** dated ______,

		Initial:
	OWNER	
	ENGINEER M	
Duties, Responsibilities, and Limitations of Authority of Resident Project Represent	ative	

_.

General Representative Services will be provided for this project as outlined in the Exhibit A. Resident Project Representative Services will not be provided.

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

OWNER
ENGINEER M

NOTICE OF ACCEPTABILITY OF WORK

_.

PROJECT: Not applicable to this project.

OWNER:

OWNER's Construction Contract Identification:

EFFECTIVE DATE OF THE CONSTRUCTION AGREEMENT:

CONSTRUCTION CONTRACT DATE:

ENGINEER:

To:

OWNER

And To:

CONTRACTOR

The undersigned hereby gives notice to the above OWNER and CONTRACTOR that the completed Work furnished and performed by CONTRACTOR under the above Contract is acceptable, expressly subject to the provisions of the related Contract Documents and the terms and conditions set forth on the reverse side hereof.

By:_____

Title:_____

Dated:_____, _____

CONDITIONS OF NOTICE OF ACCEPTABILITY OF WORK

The Notice of Acceptability of Work ("Notice") on the front side of this sheet is expressly made subject to the following terms and conditions to which all persons who receive said Notice and rely thereon agree:

- 1. Said Notice is given with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.
- 2. Said Notice reflects and is an expression of the professional judgment of ENGINEER.
- 3. Said Notice is given as to the best of ENGINEER's knowledge, information, and belief as of the date hereof.
- 4. Said Notice is based entirely on and expressly limited by the scope of services ENGINEER has been employed by OWNER to perform or furnish during construction of the Project (including observation of the CONTRACTOR's work) under ENGINEER's Agreement with OWNER and under the Construction Contract referenced on the reverse hereof, and applies only to facts that are within ENGINEER's knowledge or could reasonably have been ascertained by ENGINEER as a result of carrying out the responsibilities specifically assigned to ENGINEER under ENGINEER's Agreement with OWNER and the Construction Contract referenced on the reverse hereof.
- 5. Said Notice is not a guarantee or warranty of CONTRACTOR's performance under the Construction Contract referenced on the reverse hereof nor an assumption of responsibility for any failure of CONTRACTOR to furnish and perform the Work thereunder in accordance with the Contract Documents.

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

	Initial:
	OWNER
	ENGINEER JM
Construction Cost Limit	

Paragraph 5.02 of the Agreement is amended and supplemented to include the following agreement of the parties:

A. This project does not include construction costs.

F5.02 Designing to Construction Cost Limit

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

	Initial:
	OWNER
	ENGINEER M
Insurance	

.

Paragraph 6.05 of the Agreement is amended and supplemented to include the following agreement of the parties.

G6.05 Insurance

A. The limits of liability for the insurance required by paragraph 6.05.A and 6.05.B of the Agreement are as follows:

1.	By	ENGINEER:			
	a.	Workers' Compensation:	Statutory		
	b.	 Employer's Liability 1) Each Accident: 2) Disease, Policy Limit: 3) Disease, Each Employee: 	\$ \$ \$	500,000 500,000 500,000	
	c.	 General Liability Each Occurrence (Bodily Injury and Property Damage): General Aggregate: 	\$ \$	1,000,000 2,000,000	
	d.	Excess or Umbrella Liability1) Each Occurrence:2) General Aggregate:	\$ \$	4,000,000 4,000,000	
	e.	Automobile Liability 1) Bodily Injury: a) Each Accident	\$		
		2) Property Damage:a) Each Accident	\$		
		[or]			
		 Combined Single Limit (Bodily Injury and Property Damage): Each Accident 	\$	500,000	

f. Other (specify): On all policies except Workers Compensation and Professional Liability - "City of Killeen is named as Additional Insured on the General Liability and Auto Liability policies."

This	is EX	HIBIT	H, con	nsisting	of 1	page,	referred	to in	and
part	of the	Agree	ment b	etween	OW	VNER	and EN	GINE	ER
for	Profes	sional	Servic	es date	d				

	Initial:
	OWNER
	ENGINEER
Special Provisions	

_____•

- None

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

				1011	
Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested p	CE	OFFICE USE ONLY CERTIFICATION OF FILING			
 Name of business entity filing form, and the city, state of business. 		Certificate Number:			
Kimley-Horn and Associates, Inc.		2025	2025-1318753		
Austin, TX United States			Date Filed:		
 Name of governmental entity or state agency that is a being filed. 	party to the contract for which the form is	06/0	06/03/2025		
City of Killeen		Date	Date Acknowledged:		
3 Provide the identification number used by the governm description of the services, goods, or other property to	nental entity or state agency to track or identit o be provided under the contract.	the c	ontract, and pro	vide a	
625-003 Water and Wastewater Impact Fee Updates					
4			Nature of interest		
Name of Interested Party	City, State, Country (place of busi	ness)	s) (check applicable) Controlling Intermediary		
Flanagan, Tammy	Austin, TX United States		X		
McEntee, David	Austin, TX United States		Х		
Keil, Ashley	Austin, TX United States		х		
Mutti, Brent	Austin, TX United States		х		
5 Check only if there is NO Interested Party.					
6 UNSWORN DECLARATION					
My name is Santiago Araque	, and my date c	f birth is	, 03/03/198	39	
My address is		ΓX,	78759	USA	
(street)		state)	(zip code)	(country)	
I declare under penalty of perjury that the foregoing is true		3rd	June		
Executed in Travis	County, State of Texas , on the)	day of(month)	, 20 <u></u> . (year)	
	Sailigo A. Aroque Rojos		(())	
	Signature of authorized agent of co (Declarant)	ntractin	g business entity		

PROFESSIONAL SERVICES AGREEMENT FOR IMPACT FEE UPDATE

RS-25-120 July 15, 2025

Background and Findings

- 2
- In 2019, the City of Killeen retained Kimley-Horn and Associates, Inc. (Kimley-Horn) for the purpose of completing a study for the potential implementation of impact fees to fund a portion of the costs for water and wastewater system capital improvements required to serve new development.
- On April 13, 2021, the City Council adopted Ordinance 21-015, which implemented water and wastewater impact fees in the city effective April 14, 2021.
- On April 1, 2025, the City Council adopted the 2025 Water and Wastewater Master Plan.

Background and Findings

- With the adoption of this new master plan, an update to the 2021 impact fees is needed to incorporate a new capital improvements plan and a current pricing structure.
 - Kimley-Horn submitted a professional services agreement (PSA) to update the City's Water and Wastewater Impact Fees for a fee of \$132,920.
 - Based on Kimley-Horn's work on the original impact fee structure, staff is confident that Kimley-Horn's update will greatly enhance the funding capacity of the impact fees.

Recommendation

City Council authorize the City Manager, or designee, to execute a Professional Services Agreement with Kimley-Horn to update the City's Water and Wastewater Impact Fees, in the amount of \$132,920 and authorize the City Manager, or designee, to execute any and all change orders within the amounts set by State and Local law.

City of Killeen



Staff Report

File Number: RS-25-121

Consider a memorandum/resolution authorizing an agreement and easement with Bartlett Electric Cooperative, Inc. to provide power to the Chaparral Pump Station.

DATE: July 15, 2025

TO: Kent Cagle, City Manager

FROM: Andrew Zagars, City Engineer

SUBJECT: Consider a memorandum/resolution authorizing an agreement and easement with Bartlett Electric Cooperative, Inc. to provide power to the Chaparral Pump Station

BACKGROUND AND FINDINGS:

On February 27, 2024, City Council approved the award of a contract with SSP Industries, L.P., for the construction of the Chaparral Pump Station Project. As a part of the construction, electrical utility services are constructed and connected to the pump station. Bartlett Electrical Cooperative, Inc. (BEC) provides electrical power in the area around the pump station. In order to provide power to the pump station, BEC will install underground electrical cables, a transformer, and a meter.

BEC requires the attached agreement and easement or the construction and installation of the transformer and meter as well as to provide monthly electrical service. The agreement includes an initial \$44,199.59 payment for the non-refundable contribution-in-aid-of-construction and a two-year service agreement to purchase electricity from BEC with a minimum bill per month of \$2,600. The initial payment of \$44,199.59 will be paid by SSP Industries as part of the construction contract with the City.

THE ALTERNATIVES CONSIDERED:

N/A

Which alternative is recommended? Why?

N/A

CONFORMITY TO CITY POLICY:

This item conforms to state and local policies.

FINANCIAL IMPACT:

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

The agreement includes a \$44,199.59 initial payment that will be paid by SSP Industries. Once the service is installed and being utilized, there will be a \$2,600 minimum monthly fee that will be charged to the Water and Sewer Fund, Electricity Service account 550-54110-400-404-000000.

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

This item is a recurring monthly bill for electrical service.

Is this revenue/expenditure budgeted?

Yes

If not, where will the money come from?

N/A

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

Yes

RECOMMENDATION:

Staff recommends that the City Council authorize the City Manager, or designee, to execute an agreement and easement with Bartlett Electric Cooperative, Inc. to provide power for the Chaparral Pump Station; and authorize the City Manager, or designee, to execute all amendments and change orders within the amounts set by State and Local Law.

DEPARTMENTAL CLEARANCES:

Purchasing Finance City Attorney

ATTACHED SUPPORTING DOCUMENTS:

Agreement Presentation



May 14, 2025

A division of Bartlett Electric Cooperative, Inc.

SUBJECT: Request for New Electric Service

Dear City of Killeen

Thank you for your recent request for electric service. We are looking forward to serving you in the near future. We will require the following items to be taken care of before the job will be scheduled.

- Copy of driver's licenses
- Application for Membership and/or Agreement for Electric Service
- \$300.00 deposit or credit check
- \$44,199.59 estimated aid to construction
- XFMR PAD installed (please notify office when complete)
- Trench/Pipe cleared (please notify office when complete)
- 1 Easement (s) along with legal description and must be notarized

The full amount of \$44,199.59 must be paid before construction can start, plus any additional fees listed above. In addition, a \$25.00 connect fee (per meter) will be added to your first bill. BEC requires a membership application for every meter that is set out in the field. If we have not received the application and payment by August 14, 2025 at 4:59pm your job will be voided and you will be required to set up and pay for another appointment.

In accordance with BEC Power line extension policy after we receive payment you will have 180 days to complete all the remaining items above, if they are not completed within 180 days of your payment your request for new service will be cancelled and refunded less any actual incurred costs. You will then be required to restart the process.

If we can be of any assistance to you, please call our office at 254-527-3551.

Sincerely,

BEC Power Member Services

27492 State Highway 95 • Bartlett, TX 76511 www.bartlettec.coop

Invoice



27492 Hwy 95
Bartlett, TX 76511
Phone: (254)527-3551
Fax: (254)527-3221

SOLD TO: City of Killeen Chaparral Rd

Invoice No	
Invoice Date	
Account No	120601
Map Location	4444077 88
Work Order No	2023512

VALID UNTIL: August 14, 2025 @ 4:59 PM

Quantity	Unit	Description of Item	Un Price	Amount
1		Estimated Aid to Construction		\$44,699.59
1		BEC Aid to Construction Contribution		-500.00
		City of Killeen - Pump Station		
			-	
		Subtotal		\$44,199.59
		Tax		\$44,199.55
		Total		\$44,199.59

Questions concerning this Invoice? Call: Drew Abbe 254-527-3815

MAKE ALL CHECKS PAYABLE TO:

Bartlett Electric Cooperative,	Inc	1	
27492 Hwy 95			
Bartlett, Texas 76511			



Application for Membership and/or Agreement for Electric Service

The undersigned, (hereinafter "Applicant") hereby applies for membership in, and agrees to purchase electric service from BEC Power (a division of Bartlett Electric Cooperative, Inc.), hereinafter "Cooperative", upon the following terms and conditions:

- 1. <u>Membership Fee.</u> The Applicant will pay to the Cooperative the sum of \$25.00, which, if this application is accepted by the Cooperative, will constitute the Applicant's membership fee. Only one membership and membership fee is required per applicant, regardless of the number of services requested.
- 2. <u>Payment.</u> Except as may be otherwise permitted pursuant to the Cooperative's Distributed Generation policies, tariffs, rules and regulations, or electric energy generated by backup generation on the premises, the Applicant shall purchase from the Cooperative all electric energy used upon the premises at Applicant's point of service and shall pay therefore upon terms and conditions which will be determined from time by the Board of Directors of the Cooperative, in accordance with the bylaws of the Cooperative. The Applicant agrees that if the account is not paid when due and the Cooperative retains an attorney or collection agency to collect any amounts due under this application, the Applicant agrees, subject to applicable law, to reimburse the Cooperative the fees charged by any collection agency, which may be based on a percentage at a maximum of 35% of the debt, and all costs, expenses and fees, including reasonable attorneys' fees, the Cooperative incurs in such collection efforts. Checks are not accepted for initial deposits.
- 3. <u>Access.</u> For each service location requested, the Applicant shall grant the Cooperative an easement, utilizing the Cooperative's easement form, granting the Cooperative all rights that the Cooperative, in its sole discretion, deems necessary for the Cooperative to construct, operate, and maintain facilities to provide service to the Applicant. No electric service shall begin at any service location requested by the Applicant until such easement form for that service location has been received by the Cooperative and the Cooperative has reviewed it and deemed it legally valid. The legal validity of the easement form shall be at the sole discretion of the Cooperative.
- 4. <u>Compliance</u>. The Applicant will comply with and be bound by the Articles of Incorporation and bylaws of the Cooperative, its approved tariffs, and such rules and regulations as may from time to time be adopted by the Cooperative or any governmental or regulatory authority having jurisdiction thereof.
- 5. <u>Liability</u>. The Applicant, by becoming a member, assumes no personal liability or responsibility for any debts or liabilities of the Cooperative, and it is expressly understood that the Applicant's private property is exempt from execution for any such debts or liabilities.
- 6. <u>Term.</u> The acceptance of this Application, and the furnishing of the service by the Cooperative to the Applicant, shall constitute an acceptance of the above offer to purchase electric service, and this agreement between the Applicant and the Cooperative shall continue in force until such time as the Cooperative no longer provides service to the Applicant.
- 7. <u>Breach</u>. Upon the Applicant's failure to make payment or perform any obligation under this agreement, the Cooperative shall have the right to discontinue service as well as other remedies that may be available at law or in equity.
- 8. <u>Contribution-in-Aid-of-Construction</u>. The Applicant may be required to make a non-refundable contribution-in-Aid-of-Construction for line extensions or facility upgrades needed to comply with this service request.
- 9. <u>Service</u>. The Cooperative agrees to use reasonable diligence to provide electric service to a point of delivery at the Applicant's location. The Cooperative's liability is limited as provided in its tariff.
- 10. <u>Contract</u>. Requests for large or unusual service may require a supplemental contract to be executed stipulating additional terms and conditions.

Applicant(s) Initials

Application: 09.28.23

Applicant

Co-Applicant

Applicant				Co-Applica	ΠL			
Name (Please Print)				Name (Please Print	t)			2
Driver's License #		State		Driver's License #			Sta	ate
Social Security #		Date of Birth		Social Security #			Da	te of Birth
Email Address:				Email Address:				
Home Phone#	Cell Phone#	Work Phone#		Home Phone#	Cell I	Phone#	Work P	hone#
Ethnic Group: Please select Asian Pacific Islander/ American Indian/Alaska	N. Hawaiian 🗖 African			Ethnic Group: Please se Asian 🛛 Pacific Island American Indian/Alas	der/N. Hawaiian	es: African Ar White/Caucasian	nerican 🛛 His 🗆 Prefer No An	
Ourse size time /Common		ation is for Business (C						
Organization/Compar	ny Name: 	Contact Name & I	Phone Nur	nber: 	Federal	ID #		
		**Applicant	t's Curr	ent Information:				
Address				Phone #		····		
City		a.	State			Zip Code		
		**S	Service 4	Address:				
Own Rent (if Owners Name?):	renting, what is Propert	y Date to Connect:	Ad	iress				
City State Zip Code								
<u> </u>		**Mailing Address: (i	f Diffor	ent from Service	Address)		<u> </u>	
Address			Diffe		Addressy			
City			State	-		Zip Code		
***** D o not	check my credit	Please check my cre	e <u>dit</u> (driv	ver's license and s	ignature(s)	required))	<u></u> .	
Applicant's Sign (must save to computer to c	nature c-sign)	Date	-	Co-Applican (must save to comput	t's Signatus ter to c-sign)	re		Date
********	*****	*****	*****	*******	******	******	******	******
Office Use Only	y:			Fees	:			
Account #	T	RNSFER/RECNCT DA	ATE:	Depos	sit	\$		
# of Security Ligh	nts			Mem	bership	\$	25.00	
Connect Security	Light(s)?	No		Aid-o	of-Constructi	ion \$		
				Тота	L DUE	\$		
				🗌 Ca	sh 🗌 Check	Credit C	Card	

BEC Power (a division of Bartlett Electric Cooperative, Inc.)

Date

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Dear Bartlett Electric Member:

A division of Bartlett Electric Cooperative, Inc.

One of our primary goals at Bartlett Electric is to provide safe, reliable, low-cost electric service to all of our members. One of the processes to achieve that goal is to make sure that vegetation (i.e., trees, bushes, grasses, etc.) does not contact our electric facilities. Vegetation management is something we have always done, but we have recently engaged Pannell Co. to complete a vegetation management project across Bartlett's entire electric service territory.

We understand that sometimes our members don't want their vegetation trimmed or removed for aesthetic or visual barrier reasons, but vegetation management is necessary, industry accepted and critical to our goal of providing safe, reliable, low-cost electric service to all of our members. And it's something for which we both have responsibility.

Bartlett's responsibility. Vegetation management allows Bartlett to provide safe, reliable, low-cost electric service, and protect its employees, in the following ways:

- Reduce the number and duration of electricity outages caused by vegetation growing into power lines, especially in windy and icy conditions.
- Eliminate a means for rodents, snakes, pets, and other animals to climb into the power space causing outages and injury.
- Avoid injury or death to livestock, pets, wildlife or persons from downed power lines due to insufficient vegetation management.
- Improve employee safety and efficiency by allowing Bartlett employees to see, and have access to, power lines and other electric facilities when performing maintenance or power restoration work.
- Reduce electricity line loss (which increases members' electricity costs) caused by vegetation contacting Bartlett's electric facilities.
- Reduce maintenance and power restoration costs (which increase members' electricity costs) caused by downed power lines.

<u>Member's responsibility</u>. As a cooperative, we all work together for the greater good of the members and the cooperative as a whole. Not only will cooperating with our vegetation management efforts provide to you, the other members and Bartlett's employees the benefits described above, your cooperation is your responsibility.

By becoming a Bartlett member, you agreed to comply with the cooperative's articles of incorporation, bylaws and service rules and regulations (which includes Bartlett's tariff for electric service). Among other things, Bartlett's tariff requires that each member allow access to the member's premises to perform activities necessary to provide and maintain electric service, including tree trimming and tree removal where such trees constitute a hazard to Bartlett's employees or facilities or jeopardize the provisions of continuous electric service.

We appreciate your cooperation with our vegetation management efforts. If you have any questions, please feel free to contact us at (254) 527-3551.

Bryan Lightfoot General Manger / CEO

ELECTRIC UTILITY EASEMENT AND COVENANT OF ACCESS

Map # _4444077 88____ WO # __2023512____

STATE OF TEXAS	
COUNTY OF	

ş ş ş

KNOW ALL MEN BY THESE PRESENTS:

That _______, of _______ County, Texas (hereinafter referred to as "Grantor," whether one or more), is the owner of record of the real property described in the attached Exhibit "A" and incorporated herein by this reference (the "Grantor's Property"), and for the provision of electric service or other good and valuable consideration received, the receipt and sufficiency of which is deemed valuable to Grantor and which is hereby expressly acknowledged and accepted by Grantor from Bartlett Electric Cooperative, Inc., a Texas non-profit electric cooperative corporation, whose mailing address is P.O. Box 200, Bartlett, Texas 76511, and physical address of 27492 Highway 95, Bartlett, Texas 76511 (hereinafter referred to as "Cooperative"), does hereby grant and convey unto the Cooperative, its successors and assigns, an easement and right-of-way for one or more electric lines and communication devices and/or lines for electric operations and/or maintenance, each consisting of a variable number of wires and circuits, and all necessary and desirable appurtenances and attachments including, but not limited to, poles, crossarms, guy wires and guy anchorages of varying heights and/or depths (the "Easement"), on, over, under, across, along and upon that portion of the Grantor's Property described and depicted in the attached Exhibit "B" and incorporated herein by this reference (hereinafter referred to as the "Easement Property").

The Easement and its rights and privileges herein granted shall include the right of pedestrian and vehicular ingress and egress on, over, under, across, along and upon Grantor's Property and shall be used for the purposes of providing electric utility service to Grantor and/or others (overhead or underground), including, but not limited to, placing, constructing, reconstructing, operating, inspecting, patrolling, maintaining, removing, improving, upgrading, increasing or reducing the capability, capacity and number of circuits, repairing, and relocating electric and/or communication lines and/or devices, or distribution facilities or equipment, as well as reading any meter or performing any act relating to the provision of utility service.

This Electric Utility Easement and Covenant of Access (this "Easement Agreement"), together with all rights and privileges herein granted, shall be a covenant running with the land for the benefit of the Cooperative, its successors and assigns, and such rights and privileges are severable and may be assigned in whole, or in part, as the Cooperative may desire. Grantor covenants that Grantor, Grantor's heirs, successors and assigns shall facilitate and assist Cooperative personnel in exercising Cooperative's rights and privileges herein described at all reasonable times.

The Cooperative shall also have the right to use so much of the remainder of Grantor's Property as may be reasonably necessary to access the Easement Property and provide electric utility service including, but not limited to, construction, installation, repair and removal of the facilities that may at any time be necessary, at Cooperative's sole discretion, for the purposes herein specified.

Should the Grantor erect locked gates or other barriers that include, but not limited to, hostile dogs, the Grantor will provide the Cooperative with convenient means to circumvent the barrier for access without notice. Refusal on the part of the Grantor to provide reasonable access for the above purposes may, at the Cooperative's option, be sufficient cause for discontinuance of service. Alternatively, the Cooperative may move the metering location and other facilities and charge Grantor the cost of relocating all facilities.

The Cooperative shall have the right to clear the Easement Property of all obstructions or to prevent possible interference with or hazards to the safety, operation, and reliability of any of said lines and/or facilities or devices, including, but not limited to, trimming, cutting down, and/or chemically treating trees, undergrowth, and shrubbery within the Easement Property or within such proximity of the Cooperative's facilities so as to be hazardous to such facilities. Grantor shall not construct or locate any structure, building, or obstruction, including, but not limited to,

impound any water or place any temporary or permanent erection of any mast-type equipment or appurtenances, stock tanks, dams, storage piles, swimming pools, antenna, spas, water wells, and/or oil wells within the Easement Property that will violate any applicable safety codes or interfere with Cooperative's rights and privileges as herein granted. Cooperative has the right to install, use, maintain, and lock access gates, and to remove or prevent construction on the Easement Property of any or all buildings, structures, and obstructions at Grantor's expense.

Grantor agrees that the consideration received by the Grantor includes consideration for all damages for the initial construction of the Cooperative's facilities on the Easement Property as well as all damages, if any, to the Easement Property which may occur in the future after the initial construction of the Cooperative's facilities on Grantor's Property, directly resulting from the Cooperative's exercise of any of its rights herein granted. The Cooperative shall not be liable for any damages caused by maintaining the Easement Property clear of trees, undergrowth, brush, buildings, structures, and/or obstructions.

Grantor warrants that Grantor is the owner of the Grantor's Property and has the right to execute this Easement Agreement. Grantor further warrants that there are no liens existing against the Grantor's Property other than the following liens:

Grantor agrees that all of Cooperative's facilities installed on, over, under, across, along and upon the Easement Property shall remain the sole property of Cooperative, removable at the sole option of the Cooperative.

TO HAVE AND TO HOLD the Easement and rights unto the Cooperative, its successors and assigns, until all of the Cooperative's lines and facilities shall be abandoned by a fully executed and recorded release of the Easement Property by the Cooperative and not by removal of any or all of the Cooperative's facilities, and in that event the Easement shall cease and all rights herein granted shall terminate and revert to Grantor, Grantor's heirs, successors or assigns; AND GRANTOR HEREBY BINDS GRANTOR, AND GRANTOR'S HEIRS, EXECUTORS, ADMINISTRATORS, AND SUCCESSORS, TO WARRANT AND FOREVER DEFEND THE EASEMENT AND RIGHTS HEREIN GRANTED UNTO THE COOPERATIVE, ITS SUCCESSORS AND ASSIGNS, AGAINST EVERY PERSON WHOMSOEVER LAWFULLY CLAIMING OR TO CLAIM THE SAME OR ANY PART THEREOF.

Grantor

Grantor

[The remainder of this page is left intentionally blank]

ACKNOWLEDGMENT

THE STATE OF TEXAS	§ §				
COUNTY OF	9 §				
This instrument was acknowledged before me on by, the person(s)	the named as (day of Grantor(s) on the f	irst page of this	, 20, s document.	
	_	Notary Put	olic, State of Te	xas	
THE STATE OF TEXAS	§ §				
COUNTY OF	Ş				
This instrument was acknowledged before me on	the	day of		_, 20,	. .
This instrument was acknowledged before me on by	<u>[name]</u> Fexas bility partn of entity].	ership], on behalf	of said	the of entity – $e_{.k}$	[title] g.,
		Notary	Public, State of	Tayas	
		-	-		
**************************************		ED SPACE BELC			OUNTY

Exhibit "A"

Legal Description of the Grantor's Property

[To be attached.]



Bartlett Electric Cooperative, Inc.

Exhibit "C"

SUPPLEMENTAL CONTRACT FOR ELECTRIC SERVICE

Agreement made <u>May 14, 2025</u>, between Bartlett Electric Cooperative, Inc. (hereinafter called the "Cooperative") and <u>City of Killeen</u>, (hereinafter called the "Consumer"), a corporation, partnership, individual (strike inapplicable designations.)

The Cooperative agrees to sell and deliver to the Consumer, and the Consumer agrees to purchase and receive from the Seller, all of the electric power and energy which the Consumer may need at 4444077 88 up to 1000KW, upon the following terms and conditions:

1. Service Characteristics

Service hereunder shall be alternating current, $\underline{3}$ phase, 60 cycles, and $\underline{277/480}$ volts.

2. Billing and Payments

Billing for services rendered and payments due will be governed by the terms and conditions as set forth in the Rules and Regulations, and Tariffs of the Cooperative as amended from time to time by the Cooperative's Board of Directors. A copy of currently approved Rate Schedule <u>706</u> is attached and made a part of this agreement.

3. Minimum Bill

Notwithstanding any provisions of the current applicable Rate Schedule, the minimum bill per month shall be $\frac{2,600.00}{2}$.

4. Continuity of Service

The Cooperative shall use reasonable diligence to provide a constant and uninterrupted supply of electric power and energy, but if such supply shall fail or be interrupted, or become defective through acts of God or public enemy, or by accident, strikes, labor troubles, or by action of the elements, or inability to secure the rights-of-way, or other permits needed, or for any other cause beyond the reasonable control of the Cooperative, the Cooperative shall not be liable therefore. Should Customer require three-phase service, Customer is responsible for installing and maintaining protective devices as are necessary to protect Customer's equipment or process from damage resulting from loss of service or one or more phases.

THE COOPERATIVE MAKES NO WARRANTIES WHATSOEVER WITH REGARD

TO THE PROVISION OF ELECTRIC SERVICE AND DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE COOPERATIVE SHALL NOT BE LIABLE FOR CONSEQUENTIAL DAMAGES DUE TO THE FAILURE TO PROVIDE ELECTRIC SERVICE TO THE CONSUMER FOR ANY REASON.

Bartlett Electric Cooperative, Inc. Supplemental Contract for Electric Service

5. <u>Term</u>

This contract shall become effective on the date service is first delivered hereunder by the Cooperative to the Consumer, and shall remain in effect for a period of $\underline{2}$ year(s) and thereafter until terminated by either party giving to the other $\underline{30}$ day's notice in writing.

6. Succession

This contract shall be binding upon and inure to the benefit of the successors, legal representatives and assigns of the respective parties hereto, but no voluntary assignment by the Consumer shall be made without the prior written consent of the Cooperative.

7. Consumer's Equipment

All of the Consumer's electric system connected to the Cooperative's distribution system shall be installed and maintained in accordance with the requirements of the latest revisions of the National Electric Code, National Electrical Safety Code, and/or governmental authorities having jurisdiction thereof. In the event of a conflict between the National Electric Code, the National Electrical Safety Code, and any governmental authority, the most stringent will govern. The Cooperative reserves the right to refuse to connect to any wiring or equipment which does not meet these requirements, and the Cooperative may, without advance notice, discontinue service to Consumer when a defective condition of wiring or equipment up the premise of the Consumer is discovered.

Connection of the Cooperative's service to the Consumer's wiring or equipment shall not imply that such an inspection has been made, and the Cooperative is under no obligation to make an inspection of such wiring or work, either before or after making connection therewith.

8. Consumer's Use of Electric Service

a. Electric power used by the Consumer in conjunction with this contract shall be used in such a manner as to not cause objectionable voltage fluctuations or other electrical disturbances on the Cooperative's system. The Cooperative may require the Consumer, at the Consumer's expense, to install such corrective measures as will reasonably limit such fluctuations or disturbances.

If the Consumer fails to install said equipment within a reasonable amount of time, the Cooperative may discontinue service to the Consumer upon giving written notice to the Consumer. Such discontinuance of service shall not relieve the Consumer of any obligations under this contract.

b. The Consumer shall not the use the electric power and energy furnished hereunder as an auxiliary or supplement to any other source of power, and shall not resell electric power and energy purchased hereunder.
Bartlett Electric Cooperative, Inc. Supplemental Contract for Electric Service

9. Special Conditions

If required by the Cooperative, the following appropriate subsections will be marked and the blanks completed, before service is extended:

- \boxtimes a. The Consumer will make a non-refundable contribution-in-aid-of-construction in the amount of \$ <u>44,199.59</u> before connection of service, or construction commences.
- c. The power factor shall be maintained at <u>97</u> % or above to avoid adjustment of the metered peak demand by the ratio of the minimum allowed peak power factor (97%) over the peak power factor if measured lower than 97% at the time when the metered peak demand occurs during any billing cycle where applicable.
- d. Completion of Attachment 1, "Special Contract Amendments", attached hereto and by this reference is made a part hereof.

	Consumer		
	By:	Consumer	
THE STATE OF TEXAS § S COUNTY OF §		Title of Officer	
This instrument was acknowledged before me on the		day of	, 20,
Notary		State of Texas ett Electric Cooperative, Inc.	
	By:	Cooperative Representative	
		Title	
		Date	

Т	ariff for Electric Service	
1		
SECTION TITLE:	Section No. II	Sheet No. 24
RATE SCHEDULES	Approved on:	May 22, 2007
	Effective Date:	August 1, 2007
APPLICABLE TO ALL AREAS		0
	Revision Date:	05.26.2022

202.406 Rate Schedule 406 – Large Commercial/Industrial Service 300 kW to 1000 kW and 1000 kVA or less installed

Additional Rate Schedu	les Description
406-C	Large Commercial/Industrial Service College Discount 300 kW to
	1000 kW and 1000 kVA or less installed
706	Public Authority Large Commercial/Industrial Service 300 kW to
	1000 kW and 1000 kVA or less installed

A. <u>Availability</u>

Available for commercial/industrial service (e.g. pumping stations, mining and processing operations, etc.) use where 300 kW or larger of metered demand is required and 1000 kVA or less installed. Service will be furnished under this rate schedule subject to the established rules and regulations of the Cooperative. After a minimum of 12 consecutive billings under this schedule with metered demands less than 300 kW, written request for service under a different schedule may be granted if use meets availability criteria.

B. <u>Type of Service</u>

Alternating current (AC), 60 hertz; three-phase, 120/240, 120/208, 277/480, 240/480, 347/600 volts as available at the point of delivery.

BARTLETT ELECTRIC COOPERATIVE, INC.

1	ariff for Electric Service	
SECTION TITLE:	Section No. II	Sheet No. 25
RATE SCHEDULES	Approved on:	December 28, 2023
	Effective Date:	January 1, 2024
APPLICABLE TO ALL AREAS		
	Revision Date:	12.28.2023

C.

Customer Charge: Demand Charge: Energy Charge:

\$180.00 per month \$10.00 per kilowatt of billing demand \$0.07900 per kWh

D. Minimum Charge

Rate

The minimum monthly charge shall be the greater of the following, and will be in addition to any tax, or billing adjustment charges:

- 1. The minimum specified in any special contract, Agreement for Electric Service, or
- 2. A charge of \$2.60 per installed transformer capacity, or
- 3. The Customer charge

ELECTRICAL SERVICE AGREEMENT AND EASEMENT FOR CHAPARRAL PUMP STATION

RS-25-121 July 15, 2025

Background

- 2
- On February 27, 2024, City Council approved the award of a contract with SSP Industries, L.P., for the construction of the Chaparral Pump Station Project.
- Bartlett Electrical Cooperative (BEC) provides electrical power in the area around the pump station.
- In order to provide electrical power to the pump station, BEC requires an Agreement for Electrical Service and a Utility Easement from the city.

Background

- The agreement includes an initial \$44,199.59 payment for a non-refundable contribution-in-aid-of-construction and a twoyear service agreement to purchase electricity from BEC with a minimum bill per month of \$2,600.
- The initial payment of \$44,199.59 will be paid by SSP Industries as part of their construction contract with the city.

Recommendation

Staff recommends that the City Council authorize the City Manager, or designee, to execute an agreement and easement document with Bartlett Electric Cooperative, Inc. to provide power for the Chaparral Pump Station; and authorize the City Manager, or designee, to execute all amendments and change orders within the amounts set by State and Local Law.

City of Killeen



Staff Report

File Number: PH-25-034

Hold a public hearing and consider an ordinance submitted by Tracy Epting on behalf of Marlboro Heights Missionary Baptist Church Inc. **(Case# Z25-15)** to rezone approximately 0.52 acres, being Lots 23, 24, and 25; Block 12, out of the Marlboro Heights Revised Addition, from "R-1" (Single-Family Residential District) to "B-3" (Local Business District). The subject properties are locally addressed as 3103 and 3105 Longview Drive and 706 Rev R.A. Abercrombie Drive, Killeen, Texas.

DATE: July 15, 2025

TO: Kent Cagel, City Manager

FROM: Wallis Meshier, Exec. Dir. Of Dev. Serv.

SUBJECT: Zoning Case # Z25-15: "R-1" to "B-3"

BACKGROUND AND FINDINGS:

Property Information:

Property Owner: Marlboro Heights Missionary Baptist Church, Inc.
Agent: Tracy Epting
Current Zoning: "R-1" (Single-Family Residential District)
Proposed Zoning: "B-3" (Local Business District)
FLUM Designation: 'Residential Mix' (RM)
Growth Sector Designation: 'Neighborhood Infill'

Summary of Request:

Tracy Epting, on behalf of Marlboro Heights Missionary Baptist Church, Inc., has submitted a permit for an accessory structure. Due to the proposed location of the structure, the required side yard setbacks in the R-1 zoning district would not permit an accessory structure to be located closer than twenty-five (25) feet from the side property line. This requirement stems from the code provisions applicable to nonresidential uses. While churches are permitted in residential zoning districts under the Code of Ordinances, they are still subject to all applicable area regulations, including setbacks. The proposed rezoning to B-3 would allow a reduced side yard setback from twenty-five (25) feet to ten (10) feet.

Per Sec. 31-188(2), "R-1" Area regulations: <u>Side yard</u>. No side yard for allowable nonresidential uses shall be less than twenty-five (25) feet.

Zoning/Plat Case History:

The subject property was annexed into the city limits on September 13, 1954. The property was subsequently rezoned from "A" (Agricultural) to "R-1" (Single-Family Residential District). The properties are currently platted as Lots 23-25, Block 12, Marlboro Heights Revised.

Character of the Area:

North:	Existing commercial zoned "B-5" (Business District)
South:	Existing religious institution zoned "R-1" (Single-Family Residential District)
East:	Existing single-family home zoned "R-1" (Single-Family Residential District)
West:	Existing single-family home zoned "R-1" (Single-Family Residential District)

Future Land Use Map Analysis:

This property is located within the 'Neighborhood Infill' area on the Growth Sector Map and designated as 'Residential Mix' on the Future Land Use Map (FLUM) of the 2022 Comprehensive Plan.

Properties in the 'Neighborhood Infill' sector have existing development and full service, but are located in areas where additional population, higher development intensities, and integration of uses is desired. This sector is primarily located downtown and the neighborhoods immediately around it. Growth policies for this area should support infill, redevelopment, and infrastructure projects. These projects should accommodate more residents and small businesses while improving walkability.

The 'Residential Mix' place type creates neighborhoods built with a traditional walkable block/street grid network that allows a flexible mix of residential building typologies. Aside from large multiplex garden apartments, most housing types should be allowed here. This place type encourages most residential uses such as single-family detached, townhouses, small-plex (2-4 units), etc. This place encourages twenty-five percent (25%) nonresidential ninety-five (95%) type а and percent residential use mix.

The request supports or furthers the following Comprehensive Plan recommendations:

• **LU3** - Encourage incremental evolution of neighborhoods.

Development Zone Analysis:

This property is located within the City of Killeen Development Zone #3. This development zone is south of Veterans Memorial Boulevard and north of Central Texas Expressway.

The current land use mix within this area comprises of the following acreages and percentages approximately:

District Acres Percentage

Special Districts	81.61	2.74%
Residential	1779.03	59.66%
Industrial	273.37	9.17%
Commercial	847.76	28.43%
Agricultural	0.00	00.00%
Totals	2981.78	100.00%
Vacant Property	716.18	24.02%

Water, Sewer and Drainage Services:

Provider: City of Killeen

Within Service Area: Yes

Feasibility Study or Service Commitment: Water, sanitary sewer, and drainage utility service is located within the City of Killeen municipal utility service area and is available to the subject tract. There is water available on Highland Avenue and sanitary sewer is available at the rear of the subject lot or the east side of Highland Avenue. This property is currently connected to the City's utility infrastructure.

Transportation and Thoroughfare Plan:

Access to the property is via Highland Avenue, which is classified as a 60' wide Local Street in the Killeen 2040 Comprehensive Plan. There is no proposed change of use, so a Traffic Impact Analysis (TIA) will not be required.

PARKS AND PROPOSED TRAIL PLAN:

There are no proposed parks or trails located on this site. Parkland dedication, fees in-lieu-of parkland dedication, and parkland development fees will not be required, as the property is already developed.

Environmental Assessment:

The property is within Zone X a FEMA-regulatory Special Flood Hazard Area (SFHA). There are no known wetland areas on the property as identified on the National Wetlands Inventory.

Public Notification:

Staff notified thirty-two (32) owners of surrounding properties regarding this request. As of the date of this staff report, staff has received no written responses regarding this request.

Staff Findings:

There is an existing structure located on two of the properties. The surrounding area includes a mix of single-family and commercial properties. Staff finds that the applicant's request is consistent with the recommendations of the Killeen 2040 Comprehensive Plan.

THE ALTERNATIVES CONSIDERED:

N/A

Which alternative is recommended? Why?

N/A

CONFORMITY TO CITY POLICY:

This zoning request conforms to the City's policy and procedures, as detailed in Chapter 31 of the Killeen Code of Ordinances.

FINANCIAL IMPACT:

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

This zoning request does not involve the expenditure of city funds. Public infrastructure is already in place for this property and maintained by the City. Maintenance cost will continue for the life of the development.

Is this a one-time or recurring expenditure?

This is not applicable.

Is this expenditure budgeted?

This is not applicable.

If not, where will the money come from?

This is not applicable.

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

This is not applicable.

RECOMMENDATION:

Staff recommends approval of the applicant's request to rezone the property from "R-1" (Single-Family Residential District) to "B-3" (Local Business District).

The Planning and Zoning Commission recommended approval of the applicant's request to change the zoning classification from "R-1" (Single-Family Residential District) to "B-3" (Local Business District) by a vote of 6 to 0.

DEPARTMENTAL CLEARANCES:

This item has been reviewed by the Planning and Legal staff.

ATTACHED SUPPORTING DOCUMENTS:

Maps Site Photos Ordinance Minutes Presentation











View of the subject property from Longview Drive.



View from the subject property of Marlboro Heights Baptist Church.







View facing east down Longview Drive.



View of the subject property facing west down Longview Drive.



ORDINANCE NO. 25-XXX

AN ORDINANCE AMENDING THE CITY OF KILLEEN ZONING ORDINANCE BY CHANGING THE ZONING OF APPROXIMATELY 0.52 ACRES BEING PART OF LOTS 23, 24, AND 25; BLOCK 12, OUT OF THE MARLBORO HEIGHTS REVISED ADDITION, FROM "R-1" (SINGLE-FAMILY RESIDENTIAL DISTRICT) TO "B-3" (LOCAL BUSINESS DISTRICT); PROVIDING A SAVINGS CLAUSE; PROVIDING FOR THE REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Chapter 211 of the Texas Local Government Code and Section 31-39 of the City of Killeen Code of Ordinances, the City Council, upon application, may amend the City of Killeen Zoning Ordinance following a recommendation by the Planning and Zoning Commission and a public hearing;

WHEREAS, Tracy Epting, on behalf of Marlboro Heights Missionary Baptist Church, Inc., presented to the City of Killeen, a request for an amendment to the City of Killeen Zoning Ordinance by changing the classification of approximately 0.52 acres being part of Lots 23, 24, and 25; Block 12, out of Marlboro Heights Revised Addition, locally addressed as 3103 and 3105 Longview Drive and 706 Rev R.A. Abercrombie Drive, Killeen, Texas, from "R-1" (Single-Family Residential District) to "B-3" (Local Business District);

WHEREAS, the Planning and Zoning Commission of the City of Killeen, following a public hearing on June 9, 2025, duly recommended approval of the application for amendment;

WHEREAS, due notice of the filing of said request and the date of hearing thereon was given as required by law, and hearing on said request was set for 3:00 P.M., on July 15, 2025, at the City Hall, City of Killeen; and

WHEREAS, the City Council at said hearing duly considered said request, the action of the Planning and Zoning Commission, and the evidence in support thereof, and the City Council being of the majority opinion that the applicant's zoning request should be approved as recommended by the Planning and Zoning Commission.

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

SECTION I. That the zoning classification of approximately 0.52 acres being part of Lots 23, 24, and 25; Block 12, out of the Marlboro Heights Revised Addition, locally addressed as 3103 and 3105 Longview Drive and 706 Rev R.A. Abercrombie Drive be changed from "R-1" (Single-Family Residential District) to "B-3" (Local Business District).

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

SECTION III. That all ordinances and resolutions, or parts thereof, in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

SECTION IV. That this ordinance shall take effect immediately upon passage of the ordinance.

PASSED AND APPROVED at a regular meeting of the City Council of the City of Killeen, Texas, this 15th day of July 2025, at which meeting a quorum was present, held in accordance with the provisions of V.T.C.A., Government Code, § 551.001, *et seq*.

APPROVED:

Debbie Nash-King, MAYOR

ATTEST:

Laura J. Calcote, CITY SECRETARY

APPROVED AS TO FORM

Holli C. Clements, CITY ATTORNEY Case #Z25-15 Ord. #25-___

MINUTES PLANNING AND ZONING COMMISSION MEETING JUNE 9, 2025 CASE # Z25-15 "R-1" to "B-3"

Hold a public hearing and consider a request submitted by Tracy Epting on behalf of Marlboro Heights Missionary Baptist Church Inc. (Case# Z25-15) to rezone approximately 0.52 acres, being Lots 23, 24 and 25, Block 12, out of the Marlboro Heights Revised Addition, from "R-1" (Single-Family Residential District) to "B-3" (Local Business District). The subject properties are locally addressed as 3103 and 3105 Longview Drive and 706 Rev R A Abercrombie Drive, Killeen, Texas.

Ms. Lopez presented the staff report for this item. She stated that the applicant has submitted a permit for an accessory structure, but due to the proposed location of the structure, the required side yard setbacks in the "R-1" (Single-Family Residential District) zoning district would not permit an accessory structure to be located closer than twenty-five (25) feet from the side property line. The purpose of the request for "B-3" (Local Business District) is to reduce the side yard from twenty-five feet to ten feet, which would allow for the accessory structure to be built in the proposed location.

The subject property is located within the 'Neighborhood Infill' growth sectors on the Growth Sector Map and is designated as 'Residential Mix' (RM) on the Future Land Use Map (FLUM).

Ms. Lopez stated that staff finds that the applicant's request is consistent with the recommendation outlined in the Killeen 2040 Comprehensive Plan. Therefore, staff recommends approval of the applicant's request to rezone the property from "R-1" (Single-Family Residential District) to "B-3" (Local Business District) as presented.

The agent, Ms. Tracy Epting, was present to represent the request.

Chairman Minor opened the public hearing at 5:05 p.m.

With no one wishing to speak, the public hearing was closed at 5:05 p.m.

Commissioner Wilson moved to recommend approval of the applicant's request as presented. Commissioner Giacomozzi seconded, and the motion passed by a vote of 6 to 0.

PH-25-034 July 15, 2025

CASE #Z25-15: "R-1" TO "B-3"

- Hold a public hearing and consider a request submitted by Tracy Epting on behalf of Marlboro Heights Missionary Baptist Church Inc. (Case# Z25-15) to rezone approximately 0.52 acres, being Lots 23, 24 and 25; Block 12, out of the Marlboro Heights Revised Addition, from "R-1" (Single-Family Residential District) to "B-3" (Local Business District).
- The subject properties are locally addressed as 3103 and 3105 Longview Drive and 706 Rev R A Abercrombie Drive, Killeen, Texas.

- Tracy Epting, on behalf of the Marlboro Heights Missionary Baptist Church Inc., has submitted a request to rezone the subject properties from "R-1" (Single-Family Residential District) to "B-3" (Local Business District).
- If approved, the applicant's request will allow for an accessory building to be placed in the rear of the property at 3105 Longview Drive by reducing the side and rear building setbacks.

- Per Sec. 31-188(a)(2), the side yard setback for a nonresidential use in "R-1" is twenty-five (25) feet; and the rear yard setback is also twenty-five (25) feet.
- If the property is rezoned to "B-3", the side yard setback would be fifteen (15) feet, and the rear yard setback would be ten (10) feet.
- These reduced setbacks will allow the property owner to place the desired accessory building at 3105 Longview Drive.

If approved, "B-3" (Local Business District) allows for allows for a variety of neighborhood commercial uses, including retail, restaurants, offices, personal service establishments, gas stations, convenience stores, banks, oil/lube stations, auto parts sales (new, at retail), mini/self-storage facilities, and other similar commercial uses.





Subject Property Legal Description: MARLBORO HEIGHTS REVISED (LTS 1-24 BLK 12, LTS 4-12 BLK 11), BLOCK 012, LOTS 0023 - 0025. TOTAL ACRES 0.52

View of the subject property from Longview Drive.



View from the subject property of Marlboro Heights Baptist Church.



View facing east down Longview Drive.



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View of the subject property facing west down Longview Drive.



- The subject property is located within the 'Neighborhood Infill' sector on the Growth Sector Map and designated as 'Residential Mix' on the Future Land Use Map (FLUM).
- The 'Residential Mix' place type allows for a use mix of up to 25% nonresidential and up to 95% residential.

Public Notification

- 13
- Staff notified thirty-two (32) owners of surrounding properties regarding this request.
- To date, staff has received no written responses regarding this request.



Staff Findings

Staff finds that the applicant's request to rezone the property from "R-1" to "B-3" (Local Business District) is consistent with character of the area and with the recommendations outlined in the Killeen 2040 Comprehensive Plan.
Staff Recommendation

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Therefore, staff recommends approval of the applicant's request to rezone the properties from "R-1" (Single-Family Residential District) to "B-3" (Local Business District) as presented.

Commission Recommendation

At their regular meeting on June 9, 2025, the Planning and Zoning Commission recommended approval of the applicant's request by a vote of 6 to 0.

City of Killeen



Staff Report

File Number: PH-25-035

Hold a public hearing and consider an ordinance submitted by Jason Jinks on behalf of Alejandro Gabriel Llorente Alvarado **(Case# Z25-16)** to rezone approximately 0.21 acres, being Lot, 1, Block 13 out of the Evening Hollow 3rd Extension Replat, from "B-1" (Professional Business District) to "R-3F" (Multifamily Residential District). The subject property is locally addressed as 2018 Cedarhill Drive, Killeen, Texas.

DATE: July 15, 2025

TO: Kent Cagle, City Manager

FROM: Wallis Meshier, Exec. Dir. Of Dev. Serv.

SUBJECT: Zoning Case # Z25-16: "B-1" to "R-3F"

BACKGROUND AND FINDINGS:

Property Information:

Property Owner: Alejandro Gabriel Llorente Alvarado Agent: Jason Jinks Current Zoning: "B-1" (Professional Business District) Proposed Zoning: "R-3F" (Multifamily Residential District) FLUM Designation: 'Residential Mix' (RM) Growth Sector Designation: 'Neighborhood Infill'

Summary of Request:

Alejandro Alvarado has submitted a request to change the zoning designation of 2018 Cedarhill Drive from "B-1" (Professional Business District) to "R-3F" (Multifamily Residential District) to align with the current and intended use of the property as a residential apartment building. This also aligns with the surrounding neighborhood character.

Zoning/Plat Case History:

The subject property was annexed into the City limits on September 9, 1962. Staff was unable to determine the date of the initial zoning of "R-3" (Multifamily Residential District). The property was subsequently rezoned from "R-3" (Multifamily Residential District) to "B-1" (Professional Business

District) in 2019 via Ordinance 19-11. The property is currently platted as Lot 1, Block 13 out of the Evening Hollow 3rd Extension Replat.

Character of the Area:

- **North:** Existing single-family home zoned "R-1X" (Single-Family Residential District)
- South: Existing multifamily apartment zoned "R-3" (Multifamily Residential District)
- **East:** Existing single-family home zoned "R-1" (Single-Family Residential District)
- **West:** Existing commercial business zoned "B-3" (Local Business District)

Future Land Use Map Analysis:

This property is located within the 'Neighborhood Infill' area on the Growth Sector Map and designated as 'Residential Mix' on the Future Land Use Map (FLUM) of the 2022 Comprehensive Plan.

Properties in the 'Neighborhood Infill' sector have existing development and full service, but are located in areas where additional population, higher development intensities, and integration of uses is desired. This sector is primarily located downtown and the neighborhoods immediately around it. Growth policies for this area should support infill, redevelopment, and infrastructure projects. These projects should accommodate more residents and small businesses while improving walkability.

The 'Residential Mix' place type creates neighborhoods built with a traditional walkable block/street grid network that allows a flexible mix of residential building typologies. Aside from large multiplex garden apartments, most housing types should be allowed here. This place type encourages most residential uses such as single-family detached, townhouses, small-plex (2-4 units), etc. This place type encourages twenty-five percent (25%) nonresidential and ninety-five percent (95%) а residential use mix.

The request supports or furthers the following Comprehensive Plan recommendations:

- **LU3** Encourage incremental evolution of neighborhoods.
- **NH3** Diversify housing mix.

The Comprehensive Plan promotes incremental redevelopment of properties in Killeen that can add to widespread improvement. The Comprehensive Plan explains that "allowing for more diverse housing, such as duplexes, would provide a major increase in tax revenue while also increasing the number of available housing units, which in turn serves to help the City remain as an affordable place to live" (pg. 51). The Comprehensive Plan highlights that housing types like duplexes have added benefits, such as affordability and fiscal sustainability for the community. Additionally, staff finds the proposed rezoning is consistent with the surrounding area, which consists of a mix of housing types.

Development Zone Analysis:

These properties are located within the City of Killeen Development Zone #2. This development zone is north of Veterans Memorial Boulevard and east of WS Young Drive. This development zone

consists of 67.53% residential uses and 32.47% commercial uses.

The current land use mix within this area comprises of the following acreages and percentages approximately:

District	Acreage	Percent
Special Districts	88.35	1.96%
Residential	2960.10	65.57%
Industrial	990.19	21.93%
Commercial	467.44	10.35%
Agricultural	8.15	0.18%
Total	4514.24	100.00%
Vacant Land	1729.44	38.31%

Water, Sewer and Drainage Services:

Provider: City of Killeen

Within Service Area: Yes

Feasibility Study or Service Commitment: Water, wastewater, and drainage services are located within the City of Killeen municipal utility service area and are available to the subject tract.

Water services are available for the property via an existing 6" water distribution main located in Cedarhill Dr. Wastewater services are available for the property via an existing 6" wastewater main located in Cedarhill Dr.

There is no existing stormwater infrastructure adjacent to the property.

Transportation and Thoroughfare Plan:

Access to the property is via Cedarhill Dr. (60' ROW), which is classified as a local road in the currently adopted Comprehensive Plan.

The current zoning classification for 2018 Cedarhill Dr. is "B-1" (Professional Business District). The current use is a Four-Plex Multi-Family residence. Based on the information in the 10th Edition of the ITA Trip Generation documents and the existing use of the property, approximately 30 Average Daily Trips are generated. Since there is no change in the existing use of the property associated with the zoning classification change, there will be no increase in the number of average daily trips generated. An individual traffic impact analysis is not required at this time. If the conditions or assumptions used in the development of the current Traffic Impact Determination change, a revised determination may be warranted at that time.

PARKS AND PROPOSED TRAIL PLAN:

There are no proposed parks or trails located on this site. Parkland dedication, fees in-lieu-of parkland dedication, and parkland development fees will not be required, as the property is already developed.

Environmental Assessment:

The property is in the Nolan Creek / Leon River Watershed. The property is located in Zone X (Outside the 0.2% Annual Change Flood Hazard), per Federal Emergency Management Agency Flood Insurance Rate Map 48027C0285E with effective date September 26, 2008.

The property is not impacted by any wetlands or riverine areas, as shown on the National Wetlands Inventory maps for the property. No visual evidence of other environmental impediments is apparent on the property at this time.

Public Notification:

Staff notified property owners of fifty-seven (57) surrounding properties regarding this request.

As of the date of this staff report, staff has received no written responses regarding this request.

Staff Findings:

The property was rezoned to "B-1" (Professional Business District) in 2019; however, the existing fourplex was never converted to a commercial use. The current request seeks to rezone the property from "B-1" (Professional Business District) to "R-3F" (Multifamily Residential District) to reflect both the current and intended use as a residential multifamily building. The proposed zoning is consistent with the character and land uses of the surrounding neighborhood, and staff finds that the applicant's request is consistent with the recommendations of the Killeen 2040 Comprehensive Plan.

THE ALTERNATIVES CONSIDERED:

N/A

Which alternative is recommended? Why?

N/A

CONFORMITY TO CITY POLICY:

This zoning request conforms to the City's policy and procedures, as detailed in Chapter 31 of the Killeen Code of Ordinances.

FINANCIAL IMPACT:

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

This zoning request does not involve the expenditure of city funds. Public infrastructure is already in place for this property and maintained by the City. Maintenance cost will continue for the life of the development.

Is this a one-time or recurring expenditure?

This is not applicable.

Is this expenditure budgeted?

This is not applicable.

If not, where will the money come from?

This is not applicable.

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

This is not applicable.

RECOMMENDATION:

Staff recommends approval of the applicant's request to rezone the property from "B-1" (Professional Business District) to "R-3F" (Multifamily Residential District) as presented.

The Planning and Zoning Commission recommended approval of the applicant's request to change the zoning classification from "B-1" (Professional Business District) to "R-3F" (Multifamily Residential District) by a vote of 6 to 0.

DEPARTMENTAL CLEARANCES:

This item has been reviewed by the Planning and Legal staff.

ATTACHED SUPPORTING DOCUMENTS:

Maps Site Photos Ordinance Minutes Letter of Request Survey Presentation





Subject Property Legal Description: EVENING HOLLOW 3RD EXTENSION REPLAT (LT 1 BLK 13), BLOCK 013, LOT 0001. ACRES 0.21







View of the subject property from Cedarhill Drive.



View of the surrounding properties on Cedarhill Drive.







View of the adjacent commercial property from the subject property.



View of the surrounding properties along Westcliff Road.



ORDINANCE NO. 25-XXX

AN ORDINANCE AMENDING THE CITY OF KILLEEN ZONING ORDINANCE BY CHANGING THE ZONING OF APPROXIMATELY 0.21 ACRES BEING LOT 1, BLOCK 13 OUT OF THE EVENING HOLLOW 3RD EXTENSION REPLAT FROM "B-1" (PROFESSIONAL BUSINESS DISTRICT) TO "R-3F" (MULTIFAMILY RESIDENTIAL DISTRICT); PROVIDING A SAVINGS CLAUSE; PROVIDING FOR THE REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Chapter 211 of the Texas Local Government Code and Section 31-39 of the City of Killeen Code of Ordinances, the City Council, upon application, may amend the City of Killeen Zoning Ordinance following a recommendation by the Planning and Zoning Commission and a public hearing;

WHEREAS, Jason Jinks, on behalf of Alejandro Gabriel Llorente Alvarado, presented to the City of Killeen, a request for an amendment to the City of Killeen Zoning Ordinance by changing the classification of approximately 0.21 acres being Lot 1, Block 13 out of the Evening Hollow 3rd Extension Replat, locally addressed as 2018 Cedarhill Drive, Killeen, Texas, from "B-1" (Professional Business District) to "R-3F" (Multifamily Residential District);

WHEREAS, the Planning and Zoning Commission of the City of Killeen, following a public hearing on June 9, 2025, duly recommended approval of the application for amendment;

WHEREAS, due notice of the filing of said request and the date of hearing thereon was given as required by law, and hearing on said request was set for 3:00 P.M., on July 15, 2025, at the City Hall, City of Killeen; and

WHEREAS, the City Council at said hearing duly considered said request, the action of the Planning and Zoning Commission, and the evidence in support thereof, and the City Council being of the majority opinion that the applicant's zoning request should be approved as recommended by the Planning and Zoning Commission.

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

SECTION I. That the zoning classification of approximately 0.21 being Lot 1, Block 13 out of the Evening Hollow 3rd Extension Replat, locally addressed as 2018 Cedarhill Drive, Killeen, Texas, be changed from "B-1" (Professional Business District) to "R-3F" (Multifamily Residential District).

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

SECTION III. That all ordinances and resolutions, or parts thereof, in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

SECTION IV. That this ordinance shall take effect immediately upon passage of the ordinance.

PASSED AND APPROVED at a regular meeting of the City Council of the City of Killeen, Texas, this 15th day of July 2025, at which meeting a quorum was present, held in accordance with the provisions of V.T.C.A., Government Code, § 551.001, *et seq*.

APPROVED:

Debbie Nash-King, MAYOR

ATTEST:

Laura J. Calcote, CITY SECRETARY

APPROVED AS TO FORM

Holli C. Clements, CITY ATTORNEY Case #25-16 Ord. #25-

MINUTES PLANNING AND ZONING COMMISSION MEETING JUNE 9, 2025 CASE # Z25-16 "B-1" to "R-3F"

Hold a public hearing and consider a request submitted by Jason Jinks on behalf of Alejandro Gabriel Llorente Alvarado (Case# Z25-16) to rezone approximately 0.21 acres, being Lot 1, Block 13 out of the Evening Hollow 3rd Extension Replat from "B-1" (Professional Business District) to "R-3F" (Multifamily Residential District). The subject property is locally addressed as 2018 Cedarhill Drive, Killeen, Texas.

Ms. Lomas presented the staff report for this item. She stated that the intent of the request is to align with the current and intended use of the property as a residential apartment building.

The subject property is located within the 'Neighborhood Infill' growth sectors on the Growth Sector Map and is designated as 'Residential Mix' (RM) on the Future Land Use Map (FLUM).

Ms. Lomas stated that staff finds the proposed rezoning is consistent with the surrounding area, which consists of a mix of housing types and is consistent with the current and intended use as a residential multifamily building. Therefore, staff recommends approval of the request to rezone the property from ""B-1" (Professional Business District) to "R-3F" (Multifamily Residential District) as presented.

The agent, Mr. Jason Jinks, was present to represent the request.

Chairman Minor opened the public hearing at 5:09 p.m.

With no one wishing to speak, the public hearing was closed at 5:09 p.m.

Commissioner Giacomozzi moved to recommend approval of the applicant's request. Commissioner Rowe seconded, and the motion passed by a vote of 6 to 0.

05/06/2025

Alejandro Gabriel Llorente Alvarado

Owner 2018 Cedarhill Drive Killeen Texas a_llorent_mx@yahoo.com (512) 299-2563

Zoning Board / Planning Department

City of Killeen

Subject: Request for Zoning Change from Commercial to Residential for 2018 Cedar Hill Drive Killeen Texas 76543

Dear Members of the Zoning Board,

I am writing to formally request a zoning change for the property located at **2018 Cedarhill Drive Killeen Texas 76543**, which is currently designated under a **commercial zoning classification**. We respectfully ask that it be reclassified to a **residential zoning designation** to align with the current and intended use of the property as a residential apartment building.

This property has been operating as a multi-family residential apartment building, which better aligns with the surrounding neighborhood character and the community's growing demand for housing. Maintaining the commercial zoning creates unnecessary regulatory friction for a use that is clearly residential in nature.

Justification for Zoning Change:

1. Conformity with Neighborhood Use:

The surrounding properties are predominantly residential. This change would bring the zoning into alignment with the actual use and character of the area.

- 2. **Housing Demand:** There is a clear need for more residential housing in our community. Rezoning this property will help meet local housing goals and contribute to the area's livability.
- No Negative Impact on Infrastructure or Traffic: Residential use typically generates less traffic and environmental impact than many commercial activities, particularly retail or industrial uses.

4. Legal and Financial Clarity:

Rezoning ensures consistency between the property's use and its legal classification, which benefits the city and the property owner in terms of taxation and permitting

We are fully committed to ensuring the property is developed and maintained to the highest standards. Thank you for your consideration of this request.





PH-25-035

July 15, 2025

CASE #Z25-16: "B-1" TO "R-3F"

- Hold a public hearing and consider a request submitted by Jason Jinks on behalf of Alejandro Gabriel Llorente Alvarado (Case# Z25-16) to rezone approximately 0.21 acres, being Lot, 1, Block 13 out of the Evening Hollow 3rd Extension Replat, from "B-1" (Professional Business District) to "R-3F" (Multifamily Residential District).
- The subject property is locally addressed as 2018 Cedarhill Drive, Killeen, Texas.

- Alejandro Alvarado has submitted a request to change the zoning designation of 2018 Cedarhill Drive from "B-1" (Professional Business District) to "R-3F" (Multifamily Residential District).
- The purpose of the request is to align the zoning with the current and intended use of the property as a residential fourplex.

In 2019 (Case No. 19-20), the subject property was rezoned from "R-3" (Multifamily Residential District) to "B-1" (Professional Business District) via Ordinance No. 19-011. At that time, the property owner's intent was to convert to the property to office use.

In 2020, the property was purchased by the applicant, and the intent is now for it to remain residential.



Subject Property Legal Description: EVENING HOLLOW 3RD EXTENSION REPLAT (LT 1 BLK 13), BLOCK 013, LOT 0001. ACRES 0.21



Subject Property Legal Description: EVENING HOLLOW 3RD EXTENSION REPLAT (LT 1 BLK 13), BLOCK 013, LOT 0001. ACRES 0.21

View of the subject property from Cedarhill Drive facing east.



View of the surrounding properties on Cedarhill Drive facing south.



View of the property located across the street from the subject property.



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View facing north across Westcliff Road from the subject property.



The subject property is located within the 'Neighborhood Infill' sector on the Growth Sector Map and designated 'Residential Mix' on the Future Land Use Map (FLUM) of the 2022 Comprehensive Plan.

The property is located in Zone X and is outside the 0.2% Annual Change Flood Hazard and the property is not impacted by any wetlands or riverine areas.

Public Notification

- 13
- Staff notified fifty-seven (57) owners of surrounding properties regarding this request.
- To date, staff has received no written responses regarding this request.



Staff Recommendation

- Staff finds that the applicant's request is consistent with the surrounding area and with the recommendations outlined in the Killeen 2040 Comprehensive Plan.
- Therefore, staff recommends approval of the request to rezone the properties from "B-1" (Professional Business District) to "R-3F" (Multifamily Residential District).

Commission Recommendation

At their regular meeting on June 9, 2025, the Planning and Zoning Commission recommended approval of the applicant's request by a vote of 6 to 0.

City of Killeen



Staff Report

File Number: PH-25-036

Hold a public hearing and consider an ordinance submitted by Gary W. Purser Jr., on behalf of True Fountain, LLC, **(Case# Z25-17)** to rezone approximately 5.251 acres, being Lots 18 and 19, Block 1 out of the Southwest Crossing Addition, from "B-3" (Local Business District) to "R-2" (Two-Family Residential District). The subject properties are locally addressed as 6306 Trimmier Road and 6309 Turkey Trot Road, Killeen, Texas.

DATE: July 15, 2025

TO: Kent Cagle, City Manager

FROM: Wallis Meshier, Exec. Dir. Of Dev. Serv.

SUBJECT: Zoning Case # Z25-17: "B-3" to "R-2"

BACKGROUND AND FINDINGS:

Property Information:

Property Owner: True Fountain, LLC Agent: Gary W. Purser Jr. Current Zoning: "B-3" (Local Business District) Proposed Zoning: "R-2" (Two-Family Residential District) FLUM Designation: 'Neighborhood Commercial' (NC) Growth Sector Designation: 'Controlled Growth'

Summary of Request:

True Fountain LLC has submitted a request to change the zoning designation 6306 Trimmier of ``В-З″ Road and 6309 Turkey Trot Road from (Local Business District) "R-2" to (Two-Family Residential District). If approved, the applicant intends to develop the property into duplex lots.

Zoning/Plat Case History:

The subject properties were annexed into the City limits on January 13, 2008, via Ordinance No. 08-006 and subsequently zoned "A-R1" (Agricultural Single-Family Residential District). The properties were rezoned from "A-R1" (Agricultural Single-Family Residential District) to "B-3" (Local Business District) on October 19, 2010, via Ordinance No. 10-062. They are currently platted as Lots 18 and

19, Block 1, Southwest Crossing.

This is the fourth (4th) request to rezone the property submitted since 2019:

- In 2019 (**Case#Z19-13**), the applicant requested to rezone the property from "B-3" to "R-2". That request was recommended for disapproval by the Planning & Zoning Commission and subsequently withdrawn by the applicant prior to consideration by City Council.
- In 2020 (Case#Z20-20), the applicant again requested to rezone the property from "B-3" to "R-2". The Planning & Zoning Commission recommended disapproval, and the request was also denied by City Council.
- In 2024, **(Case#Z24-01)**, the applicant requested to rezone the property to "R-3F". The Planning & Zoning Commission recommended disapproval of that request, and it was subsequently withdrawn prior to consideration by City Council.

Character of the Area:

North: Undeveloped property zoned "B-3" (Local Business District)
South: Undeveloped property zoned "R-1" (Single-Family Residential District)
East: Undeveloped property zoned "A" (Agricultural District)
West: Existing single-family homes with a Planned Unit Development for "SF-2" (Single-Family Residential District). Existing commercial zoned "B-3" (Local Business District)

Future Land Use Map Analysis:

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

The 'Controlled Growth' sector includes areas in the city limits and approved Municipal Utility Districts (MUDs) that have access city infrastructure in close proximity. Development proposed this to in sector will be evaluated adherence Recommendations of for to the Big Ideas the plan, and particularly those related to housing and neighborhood options, improve the fiscal health and and sustainability of Killeen.

The 'Neighborhood Commercial' place type is a predominantly commercial extension of a traditional places generally grow along with a neighborhood and need to be allowed to neighborhood. These change over time to intensify as its surrounding neighborhood does. These are placed along a corridor of some kind, often a higher traffic roadway that serves as the edge of a neighborhood. These areas bridge pedestrian and auto-oriented development patterns. parking Street and continuous building frontages are very important here as it creates a pleasant experience for people Shared parking should be encouraged. High intensity small lot who traverse the area on foot. residential is acceptable within this place type. This place type encourages one hundred percent (100%) nonresidential and twenty-five percent (25%) residential use mix.

The request supports or furthers the following Comprehensive Plan recommendations:
- **LU3** Encourage incremental evolution of neighborhoods.
- **NH3** Diversify housing mix.

Staff finds that the applicant's request for "R-2" (Two-Family Residential District) aligns with the recommendations of the Killeen 2040 Comprehensive Plan. However, staff also finds that rezoning the property from "B-3" (Local Business District) to "R-2" (Two-Family Residential District) will limit the opportunity for neighborhood commercial uses in this neighborhood. Further, staff finds that the property abutting Turkey Trot Road is rural in character. Staff is of the determination that the applicants request to rezone the property to "R-2" (Two-Family Residential District) is not consistent with the rural character of the property on Turkey Trot Road.

Development Zone Analysis:

These properties are located within the City of Killeen Development Zone #6. This development zone is between Stagecoach Road and Central Texas Expressway, east of Fort Hood Street. This development zone consists of 65.76% residential uses and 34.24% commercial uses.

The current land use mix within this area comprises of the following acreages and percentages approximately:

District	Acres	Percentage
Special Districts	150.77	3.52%
Residential	2666.93	62.25%
Industrial	102.99	2.40%
Commercial	1312.54	30.63%
Agricultural	51.34	1.20%
Totals	4284.56	100.00%

1175.75

27.44%

Water, Sewer and Drainage Services:

Provider: City of Killeen

Vacant Land

Within Service Area: Yes

Feasibility Study or Service Commitment: Water, wastewater, and drainage services are located within the City of Killeen municipal utility service area and are available to the subject tracts. Water services are available for the property at 6309 Turkey Trot Road via an existing 6" water distribution main located in Turkey Trot Road. Water services are available for the property at 6306 Trimmier Road via an existing 12" water transmission main located on the west side of Trimmier Road.

Wastewater services are not available adjacent to the property at 6309 Turkey Trot Road. An appropriately sized wastewater main would need to be extended to connect with an existing 12" wastewater line located to the south of the property. Wastewater services are available for the property at 6306 Trimmier Road via an existing 6" wastewater main located on the west side of Trimmier Road.

There is no existing stormwater infrastructure adjacent to either property.

Transportation and Thoroughfare Plan:

Access to the property at 6309 Turkey Trot Road is via Turkey Trot Road (60' ROW), which is classified as a local road in the currently adopted Comprehensive Plan. Access to the property at 6306 Trimmier Road is via Trimmier Road (90' ROW), which is classified as a minor arterial in currently adopted Comprehensive Plan. The Comprehensive plan depicts a proposed greenway and trail along the frontage of the property at 6306 Trimmier Road.

The current zoning classification for both properties is "B-3" (Local Business District). The property at 6309 Turkey Trot Road is currently undeveloped, and the property at 6306 Trimmier Road contains one single-family residence. Together, the properties currently generate an insignificant volume of traffic. The proposed zoning classification for both properties is "R-2" (Two-Family Residential District) with the proposed use stated as "duplexes" by the applicant. Based on the information contained in the 10th Edition of the ITA Trip Generation documents and the proposed use of the properties, approximately 190 Average Daily Trips will be generated by both tracts. An individual traffic impact analysis is not required at this time. If the conditions or assumptions used in the development of the current Traffic Impact Determination change, a revised determination may be warranted at that time.

PARKS AND PROPOSED TRAIL PLAN:

A proposed trail is located along the west side of Lot 19, Block 1, Southwest Crossing. Parkland dedication, fees in-lieu-of parkland dedication, and parkland development fees will be required when the final plat is recorded.

Environmental Assessment:

The properties are in the Nolan Creek / Leon River Watershed. The properties are located in Zone X (Outside the 0.2% Annual Change Flood Hazard), per Federal Emergency Management Agency Flood Insurance Rate Map 48027C0290E with effective date September 26, 2008. The properties are not impacted by any wetlands or riverine areas, as shown on the National Wetlands Inventory maps for the property. No visual evidence of other environmental impediments is apparent on the properties at this time.

Public Notification:

Staff notified property owners of forty-four (44) surrounding properties regarding this request. As of the date of this staff report, staff has received no written responses regarding this request.

Staff Findings:

There is an existing structure located on Lot 18 that is to be demolished. The existing "B-3" (Local Business District) zoning supports small-scale retail and service businesses that enhance community convenience and walkability, ensuring residents have access to essential goods and services.

Staff finds that rezoning the subject property to "R-2" (Two-Family Residential District) may limit the opportunity for neighborhood commercial uses in the area, and thereby impact neighborhood vitality and long-term economic sustainability. Further, staff finds that the proposed duplex development is not consistent with the rural character of the property on the east side of Turkey Trot Road.

Therefore, staff recommends disapproval of the proposed rezoning to preserve neighborhood commerce and uphold the quality of life for residents in the long run. Despite a general alignment with the Comprehensive Plan, staff finds that future development patterns, infrastructure limitations, and the need to preserve commercial land supply justify recommending disapproval of the request.

THE ALTERNATIVES CONSIDERED:

N/A

Which alternative is recommended? Why?

N/A

CONFORMITY TO CITY POLICY:

This zoning request conforms to the City's policy and procedures, as detailed in Chapter 31 of the Killeen Code of Ordinances.

FINANCIAL IMPACT:

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

This zoning request does not involve the expenditure of city funds. Public infrastructure is already in place for this property and maintained by the City. Maintenance cost will continue for the life of the development.

Is this a one-time or recurring expenditure?

This is not applicable.

Is this expenditure budgeted?

This is not applicable.

If not, where will the money come from?

This is not applicable.

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

This is not applicable.

RECOMMENDATION:

Staff recommends <u>disapproval</u> of the applicant's request to rezone the subject property from "B-3" (Local Business District) to "R-2" (Two-Family Residential District).

Regular Meeting on June 9, 2025, Planning & Zoning Commission recommended At their the approval the applicant's request to change the zoning from "B-3" (Local Business of classification "R-2" District) to (Two-Family Residential District) by а vote of 6 to 1 with Commissioner Ploeckelmann in opposition.

Commissioner Ploeckelmann stated that this request has come before the Planning and Zoning Commission numerous times, and expressed his opinion that nothing has changed in that time.

DEPARTMENTAL CLEARANCES:

This item has been reviewed by the Planning and Legal staff.

ATTACHED SUPPORTING DOCUMENTS:

Maps Site Photos Ordinance Minutes Letter of Request Presentation



AERIAL MAP Council District: 3 0 200 400 Feet	Zoning Case 2025-17 B-3 TO R-2	Legend Zoning Case

A REAL PROPERTY AND A REAL

Subject Property Legal Description: SOUTHWEST CROSSING, BLOCK 001, LOT 0018 AND 0019. ACRES 5.25







View of the subject property from the intersection of Deorsam Loop and Trimmier Road.



View from the subject property facing northwest on Trimmier Road.







View from the subject property facing south along Turkey Trot Road.



View facing west of the subject property from Turkey Trot Road.



ORDINANCE NO. 25-XXX

AN ORDINANCE AMENDING THE CITY OF KILLEEN ZONING ORDINANCE BY CHANGING THE ZONING OF APPROXIMATELY 5.251 ACRES BEING LOTS 18 AND 19, BLOCK 1, OUT OF THE SOUTHWEST CROSSING ADDITION FROM "B-3" (LOCAL BUSINESS DISTRICT) TO "R-2" (TWO-FAMILY RESIDENTIAL DISTRICT); PROVIDING A SAVINGS CLAUSE; PROVIDING FOR THE REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Chapter 211 of the Texas Local Government Code and Section 31-39 of the City of Killeen Code of Ordinances, the City Council, upon application, may amend the City of Killeen Zoning Ordinance following a recommendation by the Planning and Zoning Commission and a public hearing;

WHEREAS, Gary W. Purser Jr., on behalf of True Fountain , LLC; presented to the City of Killeen, a request for an amendment to the City of Killeen Zoning Ordinance by changing the classification of approximately 5.251 acres, being Lots 18 and 19, Block 1, out of the Southwest Crossing Addition, locally addressed as 6306 Trimmier Road and 6309 Turkey Trot Road, Killeen, Texas, from "B-3" (Local Business District) to "R-2" (Two-Family Residential District);

WHEREAS, the Planning and Zoning Commission of the City of Killeen, following a public hearing on June 9, 2025, duly recommended approval of the application for amendment;

WHEREAS, due notice of the filing of said request and the date of hearing thereon was given as required by law, and hearing on said request was set for 3:00 P.M., on July 15, 2025, at the City Hall, City of Killeen; and

WHEREAS, the City Council at said hearing duly considered said request, the action of the Planning and Zoning Commission, and the evidence in support thereof, and the City Council being of the majority opinion that the applicant's zoning request should be approved as recommended by the Planning and Zoning Commission.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF KILLEEN: **SECTION I.** That the zoning classification of approximately 5.251 acres being Lots 18 and 19, Block 1, out of the Southwest Crossing Addition, locally addressed as 6306 Trimmier Road and 6309 Turkey Trot Road, Killeen, Texas be changed from "B-3" (Local Business District) to "R-2" (Two-Family Residential District).

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

SECTION III. That all ordinances and resolutions, or parts thereof, in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

SECTION IV. That this ordinance shall take effect immediately upon passage of the ordinance.

PASSED AND APPROVED at a regular meeting of the City Council of the City of Killeen, Texas, this 15th day of July 2025, at which meeting a quorum was present, held in accordance with the provisions of V.T.C.A., Government Code, § 551.001, *et seq*.

APPROVED:

Debbie Nash-King, MAYOR

ATTEST:

Laura J. Calcote, CITY SECRETARY

APPROVED AS TO FORM

Holli C. Clements, CITY ATTORNEY Case #25-17 Ord. #25-

MINUTES PLANNING AND ZONING COMMISSION MEETING JUNE 9, 2025 CASE # Z25-17 "B-3" to "R-2"

Hold a public hearing and consider a request submitted by Gary W. Purser Jr. on behalf of True Fountain, LLC (**Case# Z25-17**) to rezone approximately 5.251 acres, being Lots 18 and 19, Block 1 out of the Southwest Crossing Addition, from "B-3" (Local Business District) to "R-2" (Two-Family Residential District). The subject properties are locally addressed as 6306 and 6309 Trimmier Road, Killeen, Texas.

Commissioner Sabree joined the dais at 5:10 pm.

Ms. Lopez presented the staff report for this item. She stated that, if approved, the applicant intends to develop the property into duplex lots.

Ms. Lopez noted that there have been three (3) previous requests to rezone the subject property for multifamily residential use, which were submitted in 2019, 2020, and 2024. She also noted that the Planning and Zoning Commission recommended disapproval of each of these requests.

The subject property is located within the 'Controlled Growth' growth sectors on the Growth Sector Map and is designated as 'Neighborhood Commercial' (NC) on the Future Land Use Map (FLUM).

Ms. Lopez stated that staff finds that the request is consistent with the recommendation outlined in the Killeen 2040 Comprehensive Plan. However, staff also finds that rezoning the property from "B-3" (Local Business District) to "R-2" (Two-Family Residential District) will limit the opportunity for neighborhood commercial uses in this neighborhood. Further, staff finds that the property abutting Turkey Trot Road is rural in character, which makes the request not consistent with character of the surrounding area. Therefore, staff recommends disapproval of the request to rezone the property from "B-3" (Local Business District) to "R-2" (Two-Family Residential District) as presented.

Commissioner Wilson asked staff what percentage of Neighborhood Commercial growth would be limited by approving this zoning request. Ms. Meshier explained that the intent of the Future Land Use Map designation as Neighborhood Commercial is to allow for the development of small commercial nodes to enhance neighborhood character and walkability.

Commissioner Wilson asked why this request would be deemed inconsistent with the character of the surrounding property, given that the applicant's request to rezone neighboring property for two-family residential use has recently been approved. Ms. Meshier stated that the intent of staff's recommendation for disapproval is to remain consistent with the staff recommendation that was made for that request.

The agent, Mr. Gary Purser Jr., was present to represent the request. Mr. Purser explained the history of the properties being rezoned and why the property has not been developed earlier.

Chairman Minor opened the public hearing at 5:25 p.m.

With no one wishing to speak, the public hearing was closed at 5:25 p.m.

Commissioner Ploeckelmann moved to recommend disapproval of the applicant's request. The motion died for lack of a second.

Commissioner Giacomozzi moved to recommend approval of the applicant's request as presented. Commissioner Sabree seconded, and the motion passed by a vote of 6 to 1, with Commissioner Ploeckelmann in opposition.

Commissioner Ploeckelmann stated that this request has come before the Planning and Zoning Commission numerous times, and expressed his opinion that nothing has changed in that time.

Den planning. Zoning Department. this Location is very slow growing abea for commacial. We have third many times to seese of develop but NO Luck and overy your the property Tax is keepgoing up. only way we can do aseable this property without. down side make R2.as. douplex. Lots Which. Killeen need more. Revacil residents. Units So hope Department of. planning Zoning. give use to chance to bevelop. this Land. 6000 as possible and grow faster for atea.

Thons you

Suk Baldwin

PH-25-036 July 15, 2025

CASE #Z25-17: "B-3" TO "R-2"

- Hold a public hearing and consider a request submitted by Gary W. Purser Jr. on behalf of True Fountain, LLC (Case# Z25-17) to rezone approximately 5.251 acres, being Lots 18 and 19, Block 1 out of the Southwest Crossing Addition, from "B-3" (Local Business District) to "R-2" (Two-Family Residential District).
- The subject properties are locally addressed as 6306 and 6309 Trimmier Road, Killeen, Texas.

- True Fountain LLC has submitted a request to change the zoning designation of 6306 and 6309 Trimmier Road from "B-3" (Local Business District) to "R-2 (Two-Family Residential District).
- If approved, the applicant intends to develop the property into duplex lots.





View of the subject property from Deorsam Loop and Trimmier



View from the subject property facing northwest on Trimmier Road.



View from the subject property facing south along Turkey Trot Road.



View facing west of the subject property from Turkey Trot Road.



Case #Z25-17: "B-3" to "R-2"

The subject properties are located within the 'Controlled Growth' sector on the Growth Sector Map and designated 'Neighborhood Commercial' on the Future Land Use Map (FLUM) of the Killeen 2040 Comprehensive Plan.

- This is the fourth (4th) request to rezone the property submitted since 2019:
 - In 2019 (Case#Z19-13), the applicant requested to rezone the property from "B-3" to "R-2". That request was recommended for disapproval by the Planning & Zoning Commission and subsequently withdrawn by the applicant prior to consideration by City Council.

- In 2020 (Case#Z20-20), the applicant again requested to rezone the property from "B-3" to "R-2". The Planning & Zoning Commission recommended disapproval, and the request was also denied by City Council.
- In 2024, (Case#Z24-01), the applicant requested to rezone the property to "R-3F". The Planning & Zoning Commission recommended disapproval of that request, and it was subsequently withdrawn prior to consideration by City Council.

Public Notification

- 13
- Staff notified forty-four (44) owners of surrounding properties regarding this request.
- As of the date of this staff report, staff has received no written responses regarding this request.



Staff Findings

- Staff finds that the existing "B-3" zoning supports small-scale retail and service businesses that enhance community convenience and walkability. If approved, the proposed duplex development would limit the opportunity for neighborhood commercial uses in the area.
- In addition, staff finds that the proposed duplex development is not consistent with the rural character of the property on the east side of Turkey Trot Road.

Future Land Use Map



Staff Recommendation

Therefore, staff recommends <u>disapproval</u> of the applicant's request to rezone the subject property from "B-3" (Business District) to "R-2" (Two-Family Residential District).

Commission Recommendation

- At their regular meeting on June 9, 2025, the Planning and Zoning Commission recommended <u>approval</u> of the applicant's request to rezone the property from "B-3" to "R-2" by a vote of 6 to 1 with Commissioner Ploeckelmann voting in opposition to the motion.
- Commissioner Ploeckelmann stated that this request has come before the Planning and Zoning Commission numerous times and expressed his opinion that nothing has changed in that time.

City of Killeen



Staff Report

File Number: DS-25-038

Report regarding Women in Municipal Government Conference

City of Killeen



Staff Report

File Number: DS-25-039

Discuss and consider changes to Proposed Fiscal Year 2026 Operating and CIP Budget.

City of Killeen



Staff Report

File Number: DS-25-040

Discuss Reunification Center Project Status
DS-25-040 July 15, 2025

REUNIFICATION CENTER PROJECT STATUS UPDATE

Background

- 4
- In March 2021, the Killeen City Council issued a motion of direction for city staff to work with the City of Temple on a homelessness strategic plan that would include measurable goals and strategies and identify existing county-wide resources and service gaps.
- During the summer of 2021, both cities along with Bell County representatives, worked with the Center for Justice and Mental Health Partnerships to develop a county-wide needs assessment.
- The assessment identified strengths and gaps in crises response as it relates to mental health and homelessness.

Background

- 3
- An interlocal agreement between the cities and Bell County was executed in January 2022.
- Marbut and Associates was engaged in April 2022, to develop a county-wide strategic plan with recommendations for Killeen, Temple, and Bell County.
- In February 2023, the Homeless and Mental Health Strategic Plan known as, Operation Rise was adopted by council.

Strategic Plan Recommendations - Killeen

Recommendations

- Create and develop the Arbor of Hope West (AOH-W) Campus.
- Support the Homeless-to-Housed Village.
- Integrate the Killeen Police
 Department's Community Engagement (KPD-CEU) Team with the Arbor of
 Hope West Campus operations.

Progress

- The City of Killeen has designated local and federal funds totaling \$3.399 million for the construction of the AOH-W (Reunification Center).
- The Department of Community Development issued a Notice of Funding Availability for HOME-ARP Non-Congregate Shelter in the amount \$500,000 in February 2025. No proposals were submitted.
- CDBG has been approved for use to fund (1) Licensed Master Social Worker (LMSW) for FY's 24 and 25. FY26 pending.

Killeen Reunification Center

- 5
- □ Emergency shelter for unhoused individuals.
- Office Space for service providers including clinic triage services.
- Designated space for use as an emergency warming/cooling center.
- Mental health/substance abuse referrals.

Reunification Center 408 & 506 Liberty





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City of Killeen Reunification Center

Reunification Center can be fully constructed in 3 months. Comprised of one (1) 11,550 sq. ft.

Reunification Center Project Progress



Project Funding

Funding Source	Budget	Expend./Commit.	Balance
CIP-Construction	\$1,800,000.00	\$ 119,140.00	\$1,680,860.00
CIP- D. & E.	\$ 200,000.00	\$ 70,855.62	\$ 129,144.38
CIP TOTAL	\$2,000,000.00	\$ 189,995.62	\$1,810,004.38
CDBG FY23	\$ 757,370.15	\$ 67,473.53	\$ 689,896.62
CDBG FY24	\$ 641,732.94	\$ 20,121.94	\$ 621,611.00
CDBG TOTAL	\$1,399,103.09	\$ 87,595.47	\$1,311,507.62
TOTAL PROJECT	\$3,399,103.09	\$ 277,591.09	\$3,121,512.00

Motion of Direction

- 10
- Move forward with construction and proposal from Families in Crisis.
- Reissue RFP for homelessness shelter operations.
 - If RFP yields responsive proposal, move forward with construction of the facility.
 - If RFP does not yield responsive proposal, suspend project until further notice.
- Suspend project until further notice, reallocate funds to CIP and/or CDBG eligible project(s).
 - Reallocation of CDBG funds will require a Substantial Amendment.

City of Killeen



Staff Report

File Number: DS-25-041

Discuss changes to Chapter 31 - Zoning of the Killeen Code of Ordinances in response to the 89th Texas Legislative Session

DS-25-041 July 15, 2025

DISCUSS CHANGES TO CHAPTER 31 - ZONING IN RESPONSE TO THE 89TH TEXAS LEGISLATIVE SESSION

Background

- 2
- During their 89th Regular Session, the Texas Legislature passed several bills into law that will affect the City's zoning and land use regulations.
- Notably, the following bills were passed into law and will become effective on September 1, 2025:
 - □ S.B. 840 (Buckley, Hickland, and Flores voted in favor)
 - □ S.B. 15 (Buckley voted against, Hickland and Flores voted in favor)
 - H.B. 24 (Buckley, Hickland, and Flores voted in favor)

S.B. 840 – Mixed Use & Multifamily

- S.B. 840 establishes Chapter 218 of the Local Gov't Code, which states that a city must allow mixed-use residential and multifamily uses in any zoning district that allows office, commercial, retail, or warehouse as a permitted use.
 - Excludes land located within 3,000 feet of an airport or military base, or on which a heavy industrial use, as defined in the statute, is allowed (M-1 and M-2 Zoning Districts).
 - Residential development will now be permitted by-right in all applicable commercial zoning districts.

S.B. 840 – Mixed Use & Multifamily

- Allows for new development of multifamily and mixed-use in commercial zoning districts, as well as the conversion of existing buildings (including offices, warehouses, and hotels) into multi-family use.
- Staff estimates that S.B. 840 will impact approximately 9%
 (5 sq. miles) of the total land area in Killeen.



S.B. 840 – Proposed Amendments

- To comply with S.B. 840, the City's zoning ordinance will need to be amended to allow for mixed-use and multifamily residential uses in all commercial zoning districts, including "B-1" through "B-5", "UD", and "CD".
- The "M-1" district regulations will also need to be amended, as they currently allow all uses permitted in "B-5".

- □ S.B. 15 amends Chapter 211 of the Local Gov't Code.
- Applies only to cities with a population more than 150,000 in a county greater than 300,000.
- Applies only to tracts of land that are 5 acres or larger, have no recorded plat, and are or will be in an area zoned for single-family homes.
- Does not apply to land located within 3,000 feet of an airport or military base.

S.B. 15 states that the City cannot adopt or enforce an ordinance on applicable land that requires a residential lot to be larger than 3,000 sq. ft., wider than 30 ft., or deeper than 75 ft.

- For lots smaller than 4,000 sq. ft., S.B. 15 preempts the City from enforcing or requiring:
 - Building setbacks greater than 15 ft. from the front or 10 ft. from the back of a lot;
 - More than one parking space per unit, covered parking, or off-site parking; and
 - A wall articulation requirement.



- Staff estimates that approximately 2,716 acres (4.24 square miles) of land area will be eligible to be developed into 3,000 sq. ft. lots.
- S.B. 15 will have a significant impact on the character and density of new single-family development in the City of Killeen.

S.B. 15 – Proposed Amendments

The horizontal articulation provision in Sec. 31-904(a)(6) of the Architectural & Site Design Standards will need to be removed.

Off-street parking and visitor parking requirements for residential districts will need to be amended.

S.B. 15 – Proposed Amendments

To mitigate the impact of S.B. 15 on the character and density of new residential development, staff also proposes to amend Chapter 31 to require that all single-family lots less than 50 ft. in width be alley-loaded.

- H.B. 24 amends Chapter 211 of the Local Gov't Code by changing the procedures for adoption of zoning regulations and district boundaries.
- Currently, Local Gov't. Code Sec. 211.006(d) provides that a three-fourths majority vote of the City Council is required to approve a zoning change when it is protested by the owners of 20% of the land area within 200 feet of the request.

Under the new legislation, only a simple majority vote by the governing body is required for approval of a zoning change that has the effect of allowing more residential development than the existing zoning regulation and does not allow more than 35% commercial or industrial uses – even if that zoning change is protested by more than 60% of the property owners within the 200-foot notification boundary.

A three-fourths majority vote by the governing body is still required if a request does not allow for additional residential development and is protested by more than 20% of the property owners within the 200-foot notification boundary.

- The amendment also requires that the City must post a sign about the proposed change on the property at least 10 days prior to the Planning & Zoning Commission hearing and until a final determination is made by City Council.
- □ The sign must be at least 2 ft. by 4 ft. in size.

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The statute allows cities to require the applicant to pay for and maintain the sign.

H.B. 24 – Proposed Amendments

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- Staff recommends the following changes to Chapter 31 to address H.B. 24:
 - Sec. 31-39 will need to be amended to address new requirements regarding protests and when supermajority is required.
 - Staff also recommends adding language requiring the applicant to assume responsibility for ensuring that signage meeting the statutory requirements is posted on the property.

H.B. 24 – Proposed Amendments

- Local Gov't. Code Sec. 211.006(f) currently provides that the governing body, by ordinance, may provide that the affirmative vote of at least three-fourths of the members of City Council is required to overrule a recommendation by the Planning & Zoning Commission for disapproval.
- The City of Killeen has adopted this requirement in Sec. 31-39(e) of the Code of Ordinances.

H.B. 24 – Proposed Amendments

- □ H.B. 24 repealed Local Gov't Code Section 211.006(f).
- Because it is no longer provided for in the statute, staff recommends that Killeen Code of Ordinances Sec. 31-39(e) be amended to remove the three-fourths majority affirmative vote needed for approval of a request that has been recommended for disapproval by the Planning & Zoning Commission.