# **City of Killeen**



Agenda

### **City Council**

Tuesday, August 23, 2016	5:00 PM	Killeen City Hall
		City Council Chambers
		101 North College Street
		Killeen, Texas 76541

#### Call to Order and Roll Call

Jose Segarra, Mayor	Brockley Moore
Shirley Fleming	Jonathan Okray
Gregory Johnson	Juan Rivera
Jim Kilpatrick	Dick Young

#### Invocation

Pledge of Allegiance

#### **Approval of Agenda**

#### Minutes

<u>MN-16-020</u>	Consider Minutes of Regular City Council Meeting of August	9, 2016.
	Attachments: Minutes	
<u>MN-16-021</u>	Consider Minutes of the Special City Council Meeting of Aug 2016.	ust 16,
	Attachments: Minutes	
	Okray Memorandum for Record RS-16-095	
	Okray Memorandum for Record RS-16-096	

#### Resolutions

<u>RS-16-097</u>	Consider a memorandum/resolution authorizing the rejection of Bid No. 16-21 for the F.M. 3470 and Bunny Trail Drainage Improvement project. <u>Attachments:</u> <u>Council Memorandum</u> <u>Bid Tabulation</u>
<u>RS-16-098</u>	Consider a memorandum/resolution approving a proposal for the purchase and installation of wildlife hazard reduction equipment at Killeen-Fort Hood Regional Airport/Robert Gray Army Airfield.

 Attachments:
 Council Memorandum

 Agreement
 Exhibit A

 Certificate of Interested Parties

<u>RS-16-099</u> Consider a memorandum/resolution authorizing the execution of Change Order No. 10 to McLean Construction, Inc. for the Trimmier Road Widening Project.

Attachments: Council Memorandum

Change Order

Bid Items

Certificate of Interested Parties

<u>RS-16-100</u> Consider a memorandum/resolution authorizing a lease agreement amendment with Bell County Human Services for space at the Killeen Arts & Activities Center.

Attachments: Council Memorandum

Lease Agreement Amendment

<u>RS-16-101</u> Consider a memorandum/resolution authorizing completing the process to establish a Transportation Utility and implement aTransportation Utility Fee.

Attachments: Council Memorandum

Transportation Utility Fee Feasibility Report

<u>14-056R</u>

Pavement Condition Report

#### Ordinances

<u>OR-16-011</u> Consider an ordinance repealing Chapter 24, Article II, Division 4, Section 24-87 of the Killeen Code of Ordinances dissolving residential curbside recycling service and amending Chapter 24, Article II, Division 6, Recycling rates.

Attachments: Council Memorandum

**Ordinance** 

#### **Public Hearings**

PH-16-028HOLD a public hearing and consider an ordinance requested by 439<br/>Lakeview Development Ltd. (Case #Z16-14) to rezone approximately<br/>8.12 acres, being Lots 1-13, Block 11, Lots 1-4, Block 12 and Lots 1-4,<br/>Block 13, Lakeview Park Subdivision, from "R-3" (Multifamily Residential<br/>District) and "B-3" (Local Business District) to a Planned Unit<br/>Development (PUD) for "SF-2" (Single-Family Residential District) uses.<br/>The properties are locally known as 1500 through 1506, 1508, 1510,

1512, 1601, 1603, 1605, 1606, 1608 through 1613 and 1701 Justin Lane, Killeen, Texas. <u>Attachments:</u> <u>Council Memorandum</u> <u>Attachment to CCMO</u> <u>Minutes</u> <u>Ordinance</u> <u>Application</u> <u>Location map</u> <u>Buffer map</u> <u>Considerations</u> <u>Concept Plan</u> <u>Response</u>

#### Adjournment

I certify that the above notice of meeting was posted on the Internet and on the bulletin boards at Killeen City Hall and at the Killeen Police Department on or before 5:00 p.m. on August 19, 2016.

Dianna Barker, City Secretary

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

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

#### **Notice of Meetings**

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

• GKCC Annual Banquet, September 22, 2016, 6:00 p.m., Killeen Civic and Conference Center

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

	City of Killeen						
				L	egislation D	Details	
File #:	MN-	16-020	Version:	1	Name:	Minutes of Regular City Council 9, 2016	Meeting of August
Туре:	Minu	utes			Status:	Minutes	
File created:	8/4/2	2016			In control:	City Council	
On agenda:	8/23	8/2016			Final action:		
Title:	Con	sider Minu	utes of Regu	ılar C	ity Council Mee	ting of August 9, 2016.	
Sponsors:	City	Secretary	,				
Indexes:							
Code sections:							
Attachments:	<u>Min</u>	<u>utes</u>					
Date	Ver.	Action By	1		Ac	tion	Result
8/16/2016	1	City Cou	incil Worksh	юр			

#### **City of Killeen** Regular City Council Meeting Killeen City Hall August 9, 2016 at 4:00 p.m.

Presiding: Mayor Jose L. Segarra

- Attending: Mayor Pro-Tem Brockley Moore, Councilmembers Juan Rivera, Shirley Fleming, Gregory Johnson, Jonathan Okray, and Richard Young
- Absent: Jim Kilpatrick

Also attending were Interim City Manager Lillian Ann Farris, City Attorney Kathryn Davis, City Secretary Dianna Barker, and Sergeant-at-Arms Gillman.

Mr. Jones gave the invocation, and Mayor Segarra led everyone in the Pledge of Allegiance.

#### Approval of Agenda

Motion was made by Mayor Pro-Tem Moore to approve the agenda, pulling PH-16-027 by request of the applicant. Motion seconded by Councilmember Rivera. The motion carried 6 to 0.

#### Minutes

Motion was made by Councilmember Okray to approve the minutes of the July 26th Regular City Council Meeting. Motion was seconded by Councilmember Fleming. Motion carried 6 to 0.

#### Resolutions

**RS-16-064** Consider a memorandum/resolution authorizing the procurement of nine (9) fully-equipped police vehicles.

Staff comments: Frank Tydlacka

These replacement units, eight (8) fully-equipped police pursuit vehicles and one (1) K-9 configured unit would be fully-equipped Ford Explorer Police Interceptor models. Staff recommends approval to procure the nine (9) fully-equipped Ford Explorer Police Vehicles from Silsbee Ford through the BuyBoard Cooperative for the cost of \$537,812.00, plus graphics for \$2,820.00, for a total cost of \$540,632.00 and that the City Manager is expressly authorized to execute any and all change orders within the amounts set by state and local law.

Several citizens requested to speak:

Claudia Brown, 2502 Waterfall Dr. - opposed increase of any fees to make purchases and concerned about short fall in the current budget.

Kathy Stoubing, 3105 Paintrock Dr. - suggested recommendations to help with current budget deficit.

James Ralston, 408 Yates Rd. - recommended the Council find budget items to change in order to pay for vehicles, and does not feel the Council should be spending money right now.

Councilmember Johnson spoke against spending the money at this time and suggested the city limit their spending where ever they can.

Motion was made by Councilmember Rivera to approve RS-16-064. Motion was seconded by Councilmember Okray. Motion tied 3 to 3 with Councilmember Young, Councilmember Johnson, and Councilmember Fleming in opposition. To break the tie, Mayor Segarra voted for the request. Motion carried 4 to 3.

RS-16-065 Consider a memorandum/resolution authorizing the procurement of forty-two (42) vehicles within the FY16 Fleet Replacement Plan budget.
Staff comments: Frank Tydlacka
As part of the FY16 Fleet Replacement Plan budget, seventy (70) vehicles were designated for replacement. Staff recommends approval to procure forty-two (42) of the designated vehicles from three (3) stated vendors for the total cost of \$934,867.00 and that the City Manager is expressly authorized to execute any and all change orders within the amounts set by state and local law.

Citizen requested to speak: Claudia Brown, 2502 Waterfall Dr. - spoke against purchasing the vehicles.

Councilmember Johnson stated that he does not believe this expenditure is affordable at this time.

Motion was made by Councilmember Okray to approve RS-16-065. Motion was seconded by Councilmember Rivera. Motion tied 3 to 3 with Councilmember Young, Councilmember Johnson, and Councilmember Fleming in opposition. To break the tie, Mayor Segarra voted for the request. Motion carried 4 to 3.

# **RS-16-084** Consider a memorandum/resolution appointing Council Members to various boards, commissions, and commissions' sub-committees. **Staff comments:** Kathy Davis

The Mayor and Council sit on various boards and commissions and are voting members of many of these; in some instances they represent the Council on the board as ex-officio members. Sub-committee members are responsible for making appointment recommendations to the Council as a whole.

Current Member	Status	New Member	Comments
Jonathan Okray	Term Expired	Jonathan Okray	Elected Official Representative
Shirley Fleming	Term Expired	Shirley Fleming	Elected Official Representative
Audit Committee			
Current Member	Status	New Member	Comments
Scott Cosper	Term Expired	Jose Segarra	Elected Mayor
Jose Segarra	Term Expired	Jonathan Okray	Elected Official Representative
Juan Rivera	Term Expired	Juan Rivera	Elected Official Representative
Hill Country Transit	Status	New Member	Comments
Current Member		Jim Kilpatrick	Elected Official Representative

Current Member	Status	New Member	Comments
Elizabeth Blackstone	Outgoing Council Member	Brockley Moore	Elected Official Representative
Juan Rivera	Term Expired	Juan Rivera	Elected Official Representative
Jose Segarra	Term Expired	Shirley Fleming	Ex-Officio, Mayor's Designee

Killeen Volunteers Inc.

Current Member	Status	New Member	Comments
Elizabeth Blackstone	*Outgoing Council Member	Brockley Moore	City Rep Ex-Officio

\*unexpired term, 2015-17

#### Tax Increment Reinvestment Zone Number Two Board

Current Member	Status	New Member	Comments
Brockley Moore	Term Expired	Brockley Moore	City Representative

Central Texas Council of Governments (CTCOG)					
Current Member	Status	New Member	Comments		
Elizabeth Blackstone	Term Expired	Gregory Johnson	Alternate		
Scott Cosper	Term Expired	Jose Segarra	City Representative		

#### Development District Board of Central Texas

Current Member	Status	New Member	Comments
Juan Rivera	Term Expired	Juan Rivera	City Representative

#### Transportation Planning Committee (K-T MPO)

Current Member	Status	New Member	Comments
Scott Cosper	Term Expires 9/30/16	Jose Segarra	City Representative

#### SUB-COMMITTEES:

#### **Board of Adjustment - Construction**

Current Member	Status	New Member	Comments
Brockley Moore	Council member	Brockley Moore	Sub-Committee Member
Jonathan Okray	Council member	Jonathan Okray	Sub-Committee Member

#### Board of Adjustment - Fire Prevention Code

Current Member	Status	New Member	Comments
Jim Kilpatrick	Council member	Jim Kilpatrick	Sub-Committee Member
Jonathan Okray	Council member	Jonathan Okray	Sub-Committee Member

#### Board of Adjustment - Airport Hazard Zoning

Current Member	Status	New Member	Comments
Shirley Fleming	Council member	Shirley Fleming	Sub-Committee Member
Brockley Moore	Council member	Brockley Moore	Sub-Committee Member

#### **Board of Adjustment - Zoning**

Current Member	Status	New Member	Comments
Jim Kilpatrick	Council member	Jim Kilpatrick	Sub-Committee Member
Jonathan Okray	Council member	Jonathan Okray	Sub-Committee Member

#### Killeen Volunteers Inc.

Current Member	Status	New Member	Comments
Jim Kilpatrick	Council member	Jim Kilpatrick	Sub-Committee Member
Elizabeth Blackstone	Outgoing Council Member	Brockley Moore	Sub-Committee Member

#### Senior Citizen Advisory Board

Current Member	Status	New Member	Comments
Jonathan Okray	Council member	Jonathan Okray	Sub-Committee Member
Elizabeth Blackstone	Outgoing Council Member	Shirley Fleming	Sub-Committee Member

#### **Bell County Health District**

Current Member	Status	New Member	Comments
Jim Kilpatrick	Council member	Jim Kilpatrick	Sub-Committee Member
Brockley Moore	Council member	Brockley Moore	Sub-Committee Member

It is recommended that the City Council make these appointments and reappointments.

Motion was made by Councilmember Young to approve RS-16-084. Motion was seconded by Councilmember Rivera. Motion carried 6 to 0.

**RS-16-086** Consider a memorandum/resolution authorizing the acceptance of the 2015 Assistance to Firefighting Grant.

Staff comments: Deputy Chief Hawthorne

Staff recommends that the City Council approve this resolution accepting the 2015 Assistance to Firefighting Grant award in the amount of \$486,000, ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements incorporated into the grant agreement, and acknowledge its commitment to secure appropriate financial support for the Killeen Fire Department's cost-sharing obligations of \$44,181 in the FY 2017 budget.

Motion was made by Mayor Pro-Tem Moore to approve RS-16-086. Motion was seconded by Councilmember Fleming. Motion carried 6 to 0.

**RS-16-087** Consider a memorandum/resolution awarding Bid No. 16-15 for the Stewart Neighborhood Sidewalk Reconstruction Project.

Staff comments: David Olson

During the FY 2015-16 budget process the Public Works Transportation Department-Street Services Division was allocated \$140,700.00 of Community Development Block Grant (CDBG) (Ord. 15-034) funds to be used for sidewalk reconstruction in the Stewart Neighborhood. Three (3) bidders submitted bids. Staff recommends the City Council award a construction contract to the lowest responsible bidder through line item section twenty one (21) for the sidewalk reconstruction and tree/root removal to Battery Warehouse, McAllen, Texas in the amount of \$129,798.00.

Motion was made by Councilmember Okray to approve RS-16-087. Motion was seconded by Mayor Pro-Tem Moore. Motion carried 5 to 1 with Councilmember Fleming in opposition.

**RS-16-088** Consider a memorandum/resolution approving the abandonment of a .136 acre water main utility easement affecting the property currently approved as The Landing at Clear Creek Phase Four subdivision plat. The easement is located east of Clear Creek Road (S.H. 201) along the north right-of-way of Mohawk Drive north of Nyla Drive.

Staff comments: Tony McIlwain

Staff recommends that the City Council approve the water main utility easement abandonment request and authorize the City Manager to execute a quitclaim deed for the subject property and to do and perform every other act as she may deem necessary and appropriate to carry out the abandonment of the utility easement in accordance with this resolution.

Robert Gray Army Airfield. Staff recommends the City Council approve the Killeen

Motion was made by Councilmember Fleming to approve RS-16-088. Motion was seconded by Councilmember Rivera. Motion carried 6 to 0.

RS-16-089 Consider a memorandum/resolution approving a Killeen Economic Development Corporation performance agreement in support of the Defense Economic Adjustment Assistance Grant (DEAAG) project.
 Staff comments: Matthew Van Valkenburgh In cooperation with and support of Fort Hood officials, the City formally applied for a DEAAG to repair and rehabilitate the Army Radar Approach Control Facility (ARAC) on

Economic Development Corporation Performance Agreement in the amount of \$525,000 and authorize the City Manager to execute all necessary agreement documents, and that it expressly authorize the City Manager to execute any and all amendments to the agreement within the amounts set by state and local law.

Motion was made by Councilmember Rivera to approve RS-16-089. Motion was seconded by Mayor Pro-Tem Moore. Motion carried 6 to 0.

**RS-16-090** Consider a memorandum/resolution approving a sole source contract with KAYA Associates, Inc. in support of the Defense Economic Adjustment Assistance Grant (DEAAG) project.

Staff comments: Matthew Van Valkenburgh

The TACROF is a transportable, containerized airfield ATC operations system designed and built by KAYA Associates Inc. (KAYA) specifically for the U.S. Army, and is managed by the U.S. Army Program Manager Air Traffic Control (PM ATC). Staff has negotiated a contract with KAYA Associates, Inc. for the packaging, shipping, setup, integration, commission/certification, and maintenance of the Army owned TACROF, and the removal, storage, reinstallation, and certification of the existing ATC equipment. Staff recommends the City Council approve the contract with KAYA, Associates, Inc. in the amount of \$733,598.00 and authorize the City Manager to execute all necessary agreement documents, and that it expressly authorize the City Manager to execute any and all amendments to the agreement within the amounts set by state and local law.

Motion was made by Councilmember Okray to approve RS-16-090. Motion was seconded by Councilmember Rivera. Motion carried 6 to 0.

**RS-16-091** Consider a memorandum/resolution authorizing the procurement of an Automated Time Keeping System - ExecuTime.

Staff comments: Tom Moore

The City of Killeen currently uses a manual time keeping system. In FY14-15 the staff initiated a process improvement plan to streamline the time keeping process. ExecuTime, a SunGard preferred vendor, has been identified as the best-value automated timekeeping system. City staff recommends that the City Manager be authorized to execute the purchase of the ExecuTime software system and associated hardware required for the initial fielding of the system, not to exceed \$176,000. Additionally the City Manager is expressly authorized to execute any and all change orders within the amounts set by state and local law.

Councilmember Johnson stated that he disapproves of a new time keeping system. Councilmember Johnson feels that this is a want, not a need and is an unnecessary expenditure.

Motion was made by Councilmember Okray to approve RS-16-091. Motion was seconded by Mayor Pro-Tem Moore. Motion tied 3 to 3 with Councilmember Young, Councilmember Johnson, and Councilmember Fleming in opposition. To break the tie, Mayor Segarra voted for the request. Motion carried 4 to 3.

**RS-16-092** Consider a memorandum/resolution authorizing proceeding with issuance of certificates of obligation and further directing the publication of notice of intention to issue City of

Killeen, Texas, combination tax and revenue certificates of obligation. **Staff comments:** Jonathan Locke

A reimbursement resolution allows the City to expend funds for specific projects and/or procurements and then be reimbursed for those expenditures from the proceeds of a debt issuance. In order to receive reimbursement for these projects and procurements, certificates of obligation will be issued. The certificates of obligation will be repaid by property tax receipts and revenues from the respective enterprise fund as appropriate. Staff recommends the attached resolution authorizing the City Manager and city staff to proceed with the issuance of certificates of obligation and publication of notice of intention to issue City of Killeen combination tax and revenue certificates of obligation be approved.

Motion was made by Mayor Pro-Tem Moore to approve RS-16-092. Motion was seconded by Councilmember Rivera. Motion failed 2 to 4 with Councilmember Young, Councilmember Johnson, Councilmember Okray, and Councilmember Fleming opposing the request.

**RS-16-093** Consider a memorandum/resolution updating the residency requirements for Police and Fire public safety employees.

Staff comments: Deputy Chief Hawthorne

TLGC 150.021, residency requirements for municipal employees, states that the governing body of a municipality may prescribe reasonable standards with respect to the time within which municipal employees who reside outside the municipal limits must respond to a civil emergency. Since enactment of the residency requirement, the applicant pool for both Fire Fighters and Police Officers has been negatively impacted. Staff recommends that City Council authorize the City Manager to revise the current residency requirement for public safety employees, redefining it to become 45 minutes from the ETJ (extraterritorial jurisdiction) and updating the related City of Killeen Handbook policies.

Motion was made by Councilmember Rivera to approve RS-16-093. Motion was seconded by Mayor Pro-Tem Moore. Motion carried 5 to 1 with Councilmember Johnson in opposition.

RS-16-094 Consider a memorandum of support for the submittal of 108 transportation projects, including roadway and pedestrian facilities for the Killeen-Temple Metropolitan Planning Organization Mobility 2040 Metropolitan Transportation Plan Call for Projects.
 Staff comments: David Olson Using the City of Killeen Transportation Capital Improvements Plan, City of Killeen

Using the City of Killeen Transportation Capital Improvements Plan, City of Killeen Thoroughfare Plan, and KTMPO Regional Thoroughfare and Pedestrian/Bicycle Plan as a guide, staff developed a list of 108 projects to be included with the KTMPO project submittal. City staff recommends City Council issue a memorandum of support for the submittal of the 108 projects in response to the MTP project call issued by KTMPO.

Motion was made by Councilmember Young to approve RS-16-094. Motion was seconded by Councilmember Rivera. Motion carried 6 to 0.

#### **Public Hearings**

**PH-16-025** HOLD a public hearing to provide citizens the opportunity to comment, and City Council to discuss and consider the Interlocal Agreement and application of the Edward Byrne Memorial Justice Grant (JAG) for FY 2016.

#### Staff comments: Margaret Young

The City of Killeen has been chosen to apply for the JAG award and submit the application for all parties involved. JAG funding for Fiscal Year 2016 is \$80,270. An agreement has been made to distribute the program award as follows: City of Killeen \$40,537, City of Temple \$18,061 and Bell County \$21,672. Staff recommends that City Council approve the submission of the 2016 Edward Byrne Memorial Justice Assistant Grant through the Killeen Police Department on behalf of all parties involved; the City Manager to sign the Interlocal agreement; and permit the Killeen Police Department to allocate and administer the duties required by the grant, under the oversight of the City's Grant Administrator.

Mayor Segarra opened the public hearing. With no one appearing the public hearing was closed.

Motion was made by Councilmember Johnson to approve PH-16-025. Motion was seconded by Councilmember Rivera. Motion carried 6 to 0.

PH-16-026 HOLD a public hearing and consider an ordinance requested by Rajesh Patel to rezone approximately 0.847 acre, being part of the J. R. Smith Survey, Abstract No. 797, from "B-5" (Business District) to "B-3A" (Local Business and Retail Alcohol Sales District) to allow for package store sales. The property is located at 817 E. Rancier Avenue, Killeen, Texas.

The City Secretary read the caption of the ordinance.

AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF KILLEEN BY CHANGING THE ZONING OF CERTAIN PROPERTY OUT OF THE CITY OF KILLEEN, BELL COUNTY, TEXAS, FROM B-5 (BUSINESS DISTRICT) TO B-3A (LOCAL BUSINESS AND RETAIL ALCOHOL SALES DISTRICT); PROVIDING A SAVINGS CLAUSE; PROVIDING FOR THE REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR AN EFFECTIVE DATE.

Staff comments: Tony McIlwain

The owner is making the rezoning request in order to sell mixed beverages. The staff notified fifteen (15) surrounding property owners regarding this request. Staff has received one protest. The Planning & Zoning Commission recommended approval of "B-3A" zoning by a vote of 6 to 0.

Mayor opened public hearing.

Mr. Sampson, 4706 Teal Drive - spoke against request. Michael Eny, 1406 Diane Drive - spoke against request. With no one else appearing the public hearing was closed.

Motion was made by Councilmember Okray to approve PH-16-026. Motion was seconded by Councilmember Rivera. Motion carried 4 to 2 with Councilmember Young and Councilmember Fleming in opposition.

#### PULLED FROM AGENDA BY REQUESTOR

PH-16-027 HOLD a public hearing and consider an ordinance requested by Phyllis and Charles Mitchell d/b/a CPB Investments, Inc. (Case #Z16-13) to rezone .131 acre, being part of Lot 1, Block 1, Elms Creek Addition Phase I Replat, from "B-3" (Local Business District) to "B-4" (Business District). The property is locally known as 3816 Clear Creek Road, Killeen, Texas. (Requires a three-fourths majority vote.)

#### Adjournment

With no further business, upon motion being made by Councilmember Rivera, seconded by Councilmember Okray, and unanimously approved, the meeting was adjourned at 6:07 p.m.

	City of Killeen						
	Legislation Details						
File #:	MN-16-021	Version:	1	Name:	Minutes of the Special City Council Meeting of August 16, 2016		
Туре:	Minutes			Status:	Minutes		
File created:	8/16/2016			In control:	City Council		
On agenda:	8/23/2016			Final action:			
Title:	Consider Mi	nutes of the S	pecial	City Council	Meeting of August 16, 2016.		
Sponsors:	City Secreta	ry					
Indexes:							
Code sections:							
Attachments:	<u>Minutes</u>						
	Okray Memo	orandum for R	ecord	RS-16-095			
	Okray Memo	orandum for R	ecord	RS-16-096			
Date	Ver. Action	Ву		Δ	ction Result		

#### **City of Killeen** Special City Council Meeting Killeen City Hall August 16, 2016 at 5:00 p.m.

Presiding: Mayor Jose L. Segarra

Attending: Mayor Pro-Tem Brockley Moore, Councilmembers Jim Kilpatrick, Juan Rivera, Shirley Fleming, Gregory Johnson, Jonathan Okray, and Richard Young

Also attending were Interim City Manager Lillian Ann Farris, City Attorney Kathryn Davis, City Secretary Dianna Barker, and Sergeant-at-Arms Gillman.

#### **Approval of Agenda**

Motion was made by Mayor Pro-Tem Moore to approve the agenda as written. Motion seconded by Councilmember Fleming. The motion carried unanimously.

#### Resolutions

**RS-16-095** Consider a memorandum/resolution authorizing completing the process to develop land use assumptions and implement impact fees for water, wastewater, and roadway in accordance with Texas Local Government Code, Chapter 395.

Staff comments: Scott Osburn

Interim City Manager Lillian Farris advised the Council to think about addressing the growing pains of the city, not just how to fix problems.

Mr. Osburn gave an overview of what impact fees are and what they can and cannot pay for. City staff recommends that City Council formally authorize the completion of the Impact Fee implementation process, to include authorizing the City Manager to execute a professional services agreement with Kimley-Horn to facilitate the completion of the same at a cost of \$28,975.

Councilmember Okray made a statement for the record. See attached.

Motion was made by Councilmember Young to approve RS-16-095. Motion was seconded by Councilmember Okray. Motion carried 4 to 3 with Councilmember Rivera, Councilmember Kilpatrick, and Councilmember Johnson in opposition.

**RS-16-096** Consider a memorandum/resolution setting the preliminary tax rate for the FY 2017 Annual Budget and Plan of Municipal Services and setting the dates to hold public hearings on the proposed tax increase, if a proposed tax increase is approved.

Staff comments: Jonathan Locke

Staff put forth setting the preliminary tax rate at 0.7498 per \$100 valuation for the FY 2017 Annual Budget and Plan of Municipal Services. This rate represents the preliminary tax rate for the FY 2017 Annual Budget and Plan of Municipal Services.

The first public hearing will be held on August 30, 2016. The second public hearing will be held on September 6, 2016. The tax rate is scheduled to be adopted on September 13, 2016.

Citizen Anthony Cooper, 2406 Felix Rd - asked the Council to be good stewards of the city's current budget before asking the citizens for more money. Mr. Cooper asked the Council to get the city in order first then talk about moving forward.

Councilmember Young made the following motion:

"I move to set the preliminary tax rate at 0.7698 which is effectively a 4.48% increase above the effective tax rate of .7368 and to set the dates of August  $30^{th}$  and September  $6^{th}$  for the public hearings on the tax increase."

Motion was seconded by Councilmember Okray.

Councilmember Fleming stated for the record that she would like to see the tax rate remain as is, no increase, and does not agree with any kind of increase.

Councilmember Okray made a statement for the record. See attached.

Councilmember Rivera stated for the record that he would like to see the Council dig deeper into the proposed budget before a tax rate is set.

The City Secretary called for a record vote: Councilmember Okray - No Councilmember Fleming - No Mayor Pro-Tem Moore - No Councilmember Rivera - No Councilmember Kilpatrick - No Councilmember Johnson - No Councilmember Young - No Motion failed.

Councilmember Kilpatrick made the following motion: "I move to set the preliminary tax rate at 0.7498 which is effectively a 1.76% increase above the effective tax rate of .7368 and to set the dates of August 30<sup>th</sup> and September 6<sup>th</sup> for the public hearings on the tax increase." Motion was seconded by Mayor Pro-Tem Moore.

The City Secretary called for a record vote: Councilmember Okray - Yes Councilmember Fleming - No Mayor Pro-Tem Moore - Yes Councilmember Rivera - Yes Councilmember Kilpatrick - Yes Councilmember Johnson - Yes Councilmember Young - No Motion carried 5 to 2 with Councilmember Fleming and Councilmember Young in opposition.

#### Adjournment

With no further business, upon motion being made by Mayor Pro-Tem Moore, seconded by Councilmember Okray, and unanimously approved, the meeting was adjourned at 5:51 p.m.

#### MEMORANDUM FOR RECORD August 16, 2016, RS-16-095

The consideration of impact fees came before the council during a May 13, 2014 regular meeting. The agenda item was CA-14-061. The agenda item considered a professional agreement to develop Land Use Assumptions, Water, Wastewater, and Roadway Impact Fees, and the viability of a Transportation Utility Fee. Last calendar year, the governing body disposed of the consideration by consensus during a workshop meeting. The body consented not move forward to develop Land Use Assumptions, Water, Wastewater, Roadway Impact Fees, and a Transportation Utility Fee.

The consideration presently before us is to complete the process of implementing Impact Fees for Water, Wastewater, and Roadways. Part of the process is to establish the shell (outlay) of the fees, without establishing rates associated with the fees that will be determined during another consideration. My understanding and comprehension is that the governing body is not considering a Transportation Utility Fee within the scope of this consideration.

What the governing body is considering is what various comparable municipalities have implemented, since the inception of Impact Fees, in accordance with Local Government Code, Chapter 395. My unqualified opinion and estimate is that Impact Fees have been in place, a staple of municipalities since 1989, approximately twenty-seven years. While other municipalities have instituted and repealed Impact Fees as appropriate during 27 years, our municipality chose to provide funding for infrastructure systems though City/Owner Agreements. Essentially through the years we have provisioned infrastructure funding though either General Obligation or Certificates of Obligation, the latter approved without benefit of municipal ballot processes.

My mail is still unanswered regarding my request for reporting that delineates all City/Owner Agreements. I would like to receive in black and white, a textual balance sheet of the information, sometime within this lifetime preferably, rather than a PowerPoint presentation explaining ad nauseam the City/Owner Agreement mechanism. If the information exists and has been provided to council, I thank Staff in advance and welcome all assistance in helping council plainly identify and interpret the data. My sole interests in obtaining the information, in the format that I propose, is that the information may be publically known, that the public is fully aware of the participation levels of publically funded City/Owner Agreements, in terms of percentages and the dollar cost of the percentages.

I believe that implementing Impact Fees, which other municipalities have done and that we charismatically tend to mimic, to serve purposes in other instances of consideration, will readily provide fiscal data as plats and zonings are considered. Instituting Impact Fees will evidence and articulate pure ability to grow, to grow without aid. Impact Fees provides additional funding for infrastructure (Water, Wastewater, and Roadways). Impact Fees is a smart way to grow and to grow responsibly which is growth brought about by well-provisioned fiscal soundness. With Impact Fees, we may reallocate and do what we are supposed to do within the General Fund those things we must do as they pertain to maintenance and operation of transportation infrastructure; we should not ask ratepayers to continue to pay for transportation infrastructure over and over again at the rate of new transportation infrastructure.

Jonathan L. Okray

**Onation** A. Olhay Councilmember At-Large

#### MEMORANDUM FOR RECORD August 16, 2016, RS-16-096

The preliminary budget is built around the current tax rate of .7498. There has been recent conversation regarding the last time in which the current tax rate rose. For the record, I do not propose an increase to the current .7498 tax rate. However, for the record, I do believe that it is important to publicly provide the anthology of where we were and where we are now, in terms of current tax rate of .7498:

July 9, 2013, SP—1. The council received the FY 2013-14 Proposed Annual Budget and Plan of Municipal Services. All members of the governing body were present except for one councilmember. The City Manager presented the preliminary budget for FY 2013-2014. It proposed no increase in property taxes, soundness within the then current tax rate of .7428. A public hearing was set for July 30 where the council could choose to have additional public hearings. Staff was to present the effective tax rate and roebuck rate and the council was to adopt the preliminary tax rate on August 13. The budget was scheduled for adoption on September 10th. There was a motion and second and the motion carried unanimously.

July 30, 2013, PH-5. The council held a public hearing on the proposed FY 2013-14 proposed Annual Budget and Plan of Municipal Services. A motion was made and seconded to set the preliminary tax rate for August 13th. It carried 6 to 0 with one abstention.

August 13, 2013, OR-1. Council considered setting the Preliminary Tax Rate for the FY 2013-14 Annual Budget and Pan of Municipal Services and setting the dates to hold public hearings on the proposed tax increase. The Finance Director explained that once the tax rate is set the council can adopt at that rate or below but not higher. At the time the effective tax rate was .7315, the current tax rate at the time was .7428, the budget was draft using the then current tax rate of .7428. A motion was made that the tax rate be increased by the adoption of a tax rate of .7428, which was effectively a 1.545 percent increase in the tax rate. The motion was seconded and the mayor called for the city secretary to call for a record vote. The motion carried 6 to 1.

August 27, 2013, PH-1B. Council considered changes to the FY 2013-14 proposed Annual Budget and Plan of Municipal Services. All members of the governing body were present except for the Mayor. The Finance Directed explained that the city is required by charter to post any changes to the proposed budget. Due to recommended changes there was a Special Called Meeting on Tuesday, September 3, 2013. There was a motion to amend the FY 2013-14 annual budget and plan of municipal services, increasing the funding in the General Fund for the Hill Country Transit District by \$28,798, and removing the Backflow Assembly Testing Program from the Water and Sewer Fund which anticipated a revenue increase by \$350,000 in the proposed budget. The motion was seconded and carried unanimously.

August 27, 2013, PH-2. Council held a public hearing (first of two) on the tax rate for the fiscal year October 1, 2013 through September 30, 2014 and set the date of September 10, 2013 to adopt the tax rate. There was a motion to set the date of September 10, 2013 to adopt the tax rate for the 2013-14 fiscal year. The motion was seconded and carried unanimously.

September 3, 2013, Special Called Meeting, SP-2. Council held the second of two public hearings on the tax rate for the fiscal year October 1, 2013 through September 30, 2014 and to announce September 10, 2013 as the date to adopt the tax rate. The preliminary tax rate had been set at .7438, which was above the effective tax rate of .7315: a .0113 difference.

September 10, 2013, OR-5. Council considered an ordinance setting the Tax Rate for FY 2013-14. All members of council were present except for one. The Finance Director stated that council previously set the preliminary tax rate at .7428. There was a motion that the property tax rate be increased by the adoption of a tax rate of .7428, which was effectively a 1.544771 percent increase in the tax rate. The motion was seconded. The mayor called for a record vote. The motion carried 5 to 1.

Before we proceed further with our Certified Public Accountants, I believe it is instructive that we truly understand what a fiscal year is. A fiscal year runs from one calendar year to another calendar year. A fiscal year provides for three additional months, fifteen months in comparison to the twelve months of a calendar year. The preceding anthology is indicative of a current tax rate that has not risen since FY 2013-14, contrary to other assertions. To suggest an increase to the current tax rate of .7498, or an increase or decrease to the corresponding effective tax rate of .7368, is not only lunacy, but above ignorance, which may be willful, it is abject stupidity.

Practically speaking, our current predicament is why their rollback rate ability, currently .8425. What is the difference in pennies between the current tax rate and the rollback rate? I believe total failure of this body to resort to such an extreme measure as the rollback rate. I believe our organization possesses the knowledge, skill, and ability for rollback ability to occur.

Jonathan L. Okray

Jonatinau I. Olliauj

Councilmember At-Large

	City of Killeen							
	Legislation Details							
File #:	RS-1	16-097	Version:	1	Name:	Reject Bid 16-21 FM 3470/Bunny Improvements	/ Trail Drainage	
Туре:	Reso	olution			Status:	Resolutions		
File created:	7/28/	/2016			In control:	City Council		
On agenda:	8/23/	/2016			Final action:			
Title:					lution authorizir nent project.	ng the rejection of Bid No. 16-21 for the	ne F.M. 3470 and	
Sponsors:	Publ	ic Works	Department	, Eng	jineering, Street	s, Environmental Services		
Indexes:								
Code sections:								
Attachments:		ncil Memo Tabulatior						
Date	Ver.	Action By	/		A	ction	Result	
8/16/2016	1	City Cou	uncil Worksh	юр				

#### CITY COUNCIL MEMORANDUM

#### AGENDA ITEM

#### REJECTION OF BID NO. 16-21, F.M. 3470 and BUNNY TRAIL DRAINAGE IMPROVEMENT PROJECT

#### ORIGINATING DEPARTMENT PUBLIC WORKS - ENGINEERING DIVISION

#### BACKGROUND INFORMATION

During times of heavy rainfall, the intersection of Stan Schlueter Loop (F.M. 3410) and Bunny Trail becomes inundated with water due to a lack of conveyance infrastructure. In an effort to remedy this issue, City staff advertised for bids for drainage improvements to the F.M. 3470/Bunny Trail intersection with the intent to select a qualified contractor to perform construction improvements.

#### DISCUSSION/CONCLUSION

On June 27, 2016, one (1) bid was received and read aloud at 3:15 p.m. in the Council Chambers. The bid was received from TTG Utilities, LP. The bid was evaluated and a discrepancy in the base bid was found; the bidder exceeded the 5% maximum allowed for mobilization as specified in the bid proposal. The unit price amount on the bid form was \$12,000, which was corrected to be \$4,539.21. This correction resulted in a total base bid amount of \$90,784.21, plus \$41,607 for the add alternate bid equaling a total project amount of \$132,391.21. The engineer's opinion of probable cost was \$99,021.51 for both the base bid plus the add alternate, which is approximately 34% less than the bid that was received.

The design engineer and Public Works staff have evaluated the bid for conformance with the bid documents and recommend rejecting the bid due to its cost at this time. The general terms and conditions within the bid documents allow the City to reject any and all proposals.

By not proceeding with this drainage improvement project, the intersection of F.M. 3470 and Bunny Trail will continue to be inundated with runoff during heavy rain conditions until such time as the project is ultimately constructed.

#### FISCAL IMPACT

There is no fiscal impact associated with this action. However, funds for this project were originally budgeted in the amount of \$100,000 in the Drainage Utility Fund Maintenance Roadway Drainage Account 575-3445-434.42-90, which currently has a balance of \$117,443.62.

#### RECOMMENDATION

City staff recommends that the City Council reject the bid submission from TTG Utilities, LP, for Bid 16-21 for the F.M. 3470 and Bunny Trail Drainage Improvement project.

#### City of Killeen F.M. 3470 & Bunny Trail Intersection Drainge Improvements Bid No. 16-21 Bid Opening: June 27, 2016, 3:00 P.M.

#### Quintero Engineering, LLC Bid Tabulation

Bidders

					TTG Util	lities, Lp.		
			Esti	mated		-		
Item No.	Item Cod	Bid Item Description	Quantities	Measure	Unit of Price	Unit Amount	Unit of Price	Unit Amount
		BASE BID						
1	104 6015	REMOVING CONC (SIDEWALKS)	24	SY	\$50.00	\$1,200.00		\$0.0
2	110 6002	EXCAVATION (CHANNEL)	29	CY	\$50.00	\$1,450.00		\$0.
3	160 6003	FURNISHING AND PLACING TOPSOIL (4")	192	SY	\$15.00	\$2,880.00		\$0.
4	162 6002	BLOCK SODDING	192	SY	\$12.00	\$2,304.00		\$0.
5	166 6001	FERTILIZER	0.04	AC	\$5,900.00	\$236.00		\$0.
6	168 6001	VEGETATIVE WATERING	0.23	MG	\$10,000.00	\$2,300.00		\$0.
7	432 6002	RIPRAP (CONC)(5 IN)	8	CY	\$600.00	\$4,800.00		\$0
8	432 6024	RIPRAP (STONE COMMON)(DRY)(12 IN)	5	CY	\$225.00	\$1,125.00		\$0.
9	432 6044	RIPRAP (CONC)(FLUME)	7	CY	\$800.00	\$5,600.00		\$0.
10	432 6053	RIPRAP (CONC) (CHANNEL) (5IN)	5	CY	\$700.00			\$0.
11	438 6005	CLEANING AND SEALING JOINTS	140	LF	\$5.00	\$700.00		\$0.
12	450 6048	RAIL (HANDRAIL)(TY B)	20	LF	\$165.00	\$3,300.00		\$0
13	474 6021	CAST-IN-PLACE TRENCH DRAIN	76	LF	\$500.00	\$38,000.00		\$0
14	500 6001	MOBILIZATION	1	LS	1 \$4,539.21	\$4,539.21		\$0
15	502 6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	2	MO	\$5,000.00	\$10,000.00		\$0
16	506 6002	ROCK FILTER DAMS (INSTALL) (TY 2)	36	LF	\$75.00	\$2,700.00		\$0
17	506 6011	ROCK FILTER DAMS (REMOVE)	36	LF	\$25.00	\$900.00		\$0.
18	531 6001	CONC SIDEWALKS (4")	35	SY	\$150.00	\$5,250.00		\$0.
			тот	AL BASE BID		2 \$90,784.21		\$0.
		ADD ALTERNATE BID						
19	104 6009	REMOVING CONC (RIPRAP)	18	SY	\$50.00	\$900.00		\$0
20	110 6002	EXCAVATION (CHANNEL)	239	CY	\$32.00	\$7,648.00		\$0
21	132 6001	EMBANKMENT (FINAL)(ORD COMP)(TY A)	2	CY	\$125.00	\$250.00		\$0
22	160 6003	FURNISHING AND PLACING TOPSOIL (4")	911	SY	\$8.00	\$7,288.00		\$0
23	162 6002	BLOCK SODDING	911	SY	\$10.00	\$9,110.00		\$0
24	166 6001	FERTILIZER	0.19	AC	\$5,900.00	\$1,121.00		\$0
25	168 6001	VEGETATIVE WATERING	1.09	MG	\$5,000.00	\$5,450.00		\$0
26	432 6002	RIPRAP (CONC)(5 IN)	3	CY	\$600.00	\$1,800.00		\$0
27	432 6024	RIPRAP (STONE COMMON)(DRY)(12 IN)	7	CY	\$220.00	\$1,540.00		\$0
28	500 6001	MOBILIZATION	1	LS	\$1,500.00	\$1,500.00		\$0
29	502 6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	1	MO	\$5,000.00	\$5,000.00		\$0
	-		TOTAL ADD ALT			\$41,607.00		\$0
		TOTAL B	ASE BID + ADD ALT			\$132,391.21		\$0
		TOTAL D				TTG's Amount on Bi		

This exceed the 5% mobilization requirement

2 TTG's Amount on Bid Form: \$98,245.00



# City of Killeen

## Legislation Details

File #:	RS-1	16-098	Version:	1	Name:	Wildlife Hazard Reduction Equipment Agreement	t
Туре:	Reso	olution			Status:	Resolutions	
File created:	8/1/2	2016			In control:	City Council	
On agenda:	8/23/	/2016			Final action:		
Title:						a proposal for the purchase and installation of wildlit d Regional Airport/Robert Gray Army Airfield.	fe
Sponsors:	Aviat	tion Depa	artment				
Indexes:							
Code sections:							
Attachments:	<u>Cour</u>	ncil Memo	<u>orandum</u>				
	Agre	ement					
	Exhil	bit A					
	Certi	ficate of I	Interested F	arties	<u>i</u>		
Date	Ver.	Action By	у		Act	ion Result	
8/16/2016	1	City Cou	uncil Works	hop			

#### CITY COUNCIL MEMORANDUM

#### AGENDA ITEM

REQUEST APPROVAL OF A PROPOSAL FOR PURCHASE AND INSTALLATION OF WILDLIFE HAZARD REDUCTION EQUIPMENT AT THE KILLEEN-FORT HOOD REGIONAL AIRPORT (KFHRA)/ROBERT GRAY ARMY AIRFIELD (RGAAF)

#### **ORIGINATING DEPARTMENT** Aviation

#### BACKGROUND INFORMATION

On September 22, 2015, the City Council accepted an Airport Improvement Program (AIP) grant from the Federal Aviation Administration (FAA) for three separate projects. One of the projects was for the purchase and installation of wildlife hazard reduction equipment on Robert Gray Army Airfield (RGAAF). On February 9, 2016, City Council approved the submission of a Passenger Facility Charge (PFC) Application that included a Wildlife Hazard Reduction Project. FAA approved that application on April 13, 2016. On June 14, 2016, City Council authorized staff to utilize the Request for Proposal (RFP) procurement method to identify and select the best value system from a qualified vendor for the Wildlife Hazard Reduction Equipment.

#### DISCUSSION/CONCLUSION

RFP No. 16-18 was advertised in the Killeen Daily Herald, the Texas Electronic State Business Daily, Ionwave, Demandstar, and City's website. At the closing time and date of the RFP, one proposal was received from Reed-Joseph International of Greenville, MS. A selection committee comprised of the Airport Operations Manager (KFHRA), Airport Operations Supervisor (KFHRA), a member of the Airport Maintenance Division (KFHRA), the RGAAF Airfield Manager, and the RGAAF Safety Officer reviewed the proposal and interviewed the proposing firm. The committee rated the proposer upon a pre-established set of criteria contained in the RFP and determined that Reed-Joseph International's proposal met or exceeded the RFP requirements and provided a good value to the City.

Staff has negotiated a contract with Reed-Joseph International for the purchase and installation of the Wildlife Hazard Reduction Equipment at KFHRA/RGAAF, for the amount of \$147,135.00. This contract not only includes the essential equipment as specified in the RFP, but also includes a three-year full warranty, Add Alternate number 1 (two portable Wildlife Deterrent Units), and Add Alternate number 2 (a five-year Preventative Maintenance Plan).

#### FISCAL IMPACT

The project is 90% funded by an FAA grant in the Wildlife Hazard Reduction project account number 525-0515-521.98-26 and 10% funded through the Passenger Facility Charge (PFC) Projects account number 529-0510-521.65-41.

#### RECOMMENDATION

Staff recommends the City Council award a contract to Reed-Joseph International in the amount of \$147,135.00 for the Wildlife Hazard Reduction Equipment and authorize the City Manager to execute all necessary contract documents and any and all change orders within the amounts set by state and local laws.

#### LETTER OF AGREEMENT

This is a Letter of Agreement ("Agreement") between the <u>City of Killeen</u> (referred to herein as "City") and <u>Reed – Joseph International Company</u> (referred to herein as "Contractor"), collectively the "Parties". This Agreement is made this  $28^{th}$  day of July 2016.

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

<u>Scope of Agreement</u>. The purpose of this Agreement is to enlist the services of Contractor to perform the tasks set forth in RFP No. 16-18 including the Base Scope, Add Alternate 1, and Add Alternate 2, which is attached as Exhibit 'A' and incorporated herein for all purposes.

<u>Term of Agreement</u>. This Agreement shall commence on or about the <u>29th</u> day of <u>August</u> 2016, and terminate <u>120</u> calendar days after the Notice to Proceed is issued.

<u>Consideration</u>. Contractor agrees to provide the services stated above for the following consideration:

Base Scope Tasks: \$125,295.00 Add Alt 1 Services: \$13,840.00 Add Alt 2 Services: \$8,000.00 (\$1,600 per year for 5 years)

The City will pay Contractor within 30 days of receipt of an invoice, based upon invoices submitted by Contractor to the City indicating the estimated proportion of the work accomplished. Contractor will provide and City will receive a 1% discount if the invoice is paid within 10 days.

<u>Independent Contractor.</u> Contractor shall act as an Independent Contractor. Under no circumstances shall Contractor be deemed an employee or partner of City.

<u>Applicable Laws:</u> Contractor shall follow all applicable local, State, and Federal laws, regulations, and requirements. If any unusual substances or extraordinary amounts of the aforementioned substances are encountered, the Contractor will contact the City to contact the State and the relevant agency with authority for regulation of the substance.

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

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

Worker's Compensation	Statutory
General Aggregate	\$2,000,000
Products & Completed Operations Aggregate	\$1,000,000
Personal & Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Medical Expense (Any One Person)	\$1,000

On all policies, except Worker's Compensation, City shall be listed as an additional insured with a full waiver of subrogation. A certificate of coverage shall be provided to the City prior to commencing work on the Project.

<u>Subcontracts and Assignments</u>. Contractor's rights and obligations hereunder are deemed to be personal and may not be transferred or assigned. Any assignments shall be void and of no effect.

<u>Indemnification</u>. To the fullest extent permitted by law, City or Contractor, as applicable, shall indemnify and hold harmless the other party, and the other party's officers, directors, partners and employees from and against any and all costs, losses and damages (including, without limitation, all fees and charges of attorneys and other professionals, and all court or dispute resolutions costs) caused by the negligent acts or omissions of the City or Contractor, as applicable, or their respective officers, directors, partners, employees and consultants with respect to the performance under this Agreement or the Project.

<u>Termination</u>. This Agreement may be terminated by either party for cause upon thirty (30) calendar days' written notice, provided such cause cannot be reasonably cured within such thirty (30) day period. City may terminate this Agreement for convenience effective upon receipt of written notice declaring the same and Contractor shall be compensated for all work completed at that time in accordance with this Agreement.

<u>Texas Law</u>. This Agreement shall be subject to and governed by the laws of the State of Texas. The Parties agree that for venue purposes, any and all lawsuits, disputes, or causes of action shall be in Bell County, Texas.

<u>Severability</u>. If any provision of this Agreement shall, for any reason, be held to violate any applicable law, then the invalidity of such a specific provision in this Agreement shall not be held to invalidate the remaining provisions of this Agreement.

<u>Survival</u>. Any provision of this Agreement providing for indemnity, insurance or a duty that necessarily will not be completed until after the expiration or termination of this Agreement shall continue in full force and effect until such a time as all duties have been fully performed.

<u>Non-waiver</u>. Failure to enforce any provision of this Agreement by either party shall not constitute a waiver of that provision for purposes of the subsequent enforcement of that provision or the remainder of this Agreement.

<u>Entire Agreement</u>. This Agreement shall represent the entire agreement by and between the Parties and it may not be changed except by written amendment duly executed by all Parties.

<u>Amendment.</u> This Agreement may be modified or amended if such amendment is made in writing and is signed by both parties.

SIGNED, ACCEPTED AND AGREED TO this 28th day of July, 2016, by the undersigned Parties who acknowledge that they have read and understand this Agreement and that the Agreement is issued in accordance with local, State, and Federal laws, and the undersigned Parties hereby execute this legal document voluntarily and of their own free will.

City

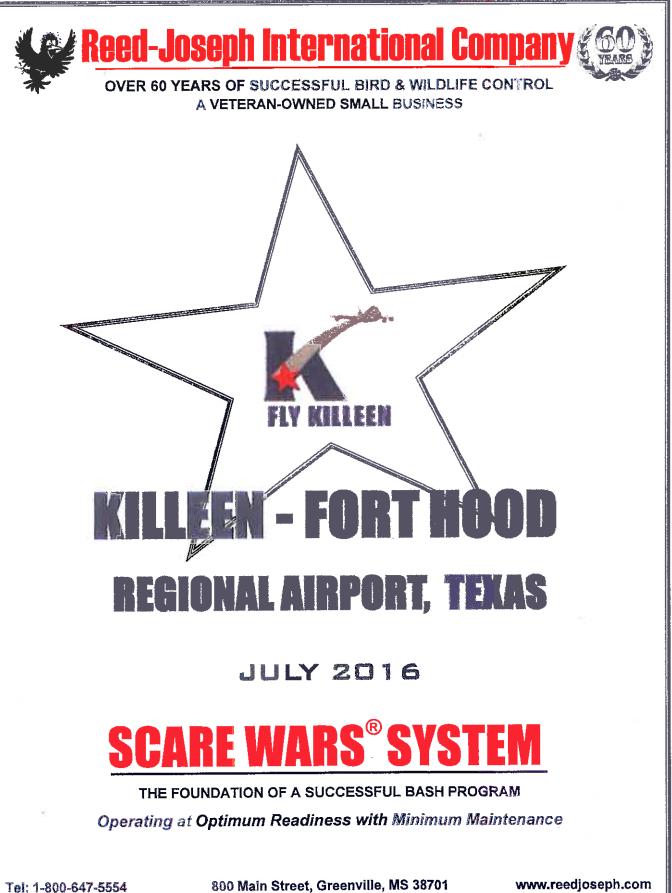
Contractor

Barthell Joseph.

Lillian Ann Farris, Interim City Manager

City of Killeen

Vice President, Reed-Joseph International Co.



www.reedjoseph.com

PROPRIETARY

EXHIBIT "A"



July 15, 2016

City of Killeen **Purchasing Division** 207 A West Avenue D Killeen, TX 76541

Reference: RFP 16-18

Dear Friends,

We hope you find the enclosed information helpful in your effort to procure wildlife hazard reduction equipment for Killeen-Fort Hood Regional Airport. If you have any questions about our proposal, or if additional or corrected information is needed please do not hesitate to contact us. We are proud of our relationship with the aviation community, and we hope to be of service to your city and your airport in the near future.

Kindest regards,

J. Barthell Joseph, III **Reed-Joseph International Company** 

Enclosures



Tel: 662-335-5822 www.reedjoseph.com

Toll Free: 800-647-5554

sales@reedjoseph.com Fax: 662-335-8850

# Request for Proposals Number 16-18 Wildlife Hazard Reduction Equipment

#### **Table of Contents**

- 1. Evaluation Criteria: 1-4
- 2. Proposal Offer: Page 26 of RFP
- 3. Pricing: Page 27 of RFP
- 4. Company Information: Page 32 of RFP
- 5. Conflict of Interest Questionnaire
- 6. Insurance Information
- **7.** RFP
- 8. Proposal Bond: Page 33 of RFP
- 9. Statement of Compliance
- 10. Scare Wars® Brochure
- 11. Proposed Scare Wars Remote Bird Deterrent Configuration for GRK

#### **Evaluation Criteria**

#### Project Team, Firm Qualifications, and Key Personnel

Established in 1953, Reed-Joseph International Company is the nation's oldest and largest distributor of bird and wildlife control products. Approximately one-half of our sales are retail while one-half are through a nation-wide network of about 100 dealers. Our product line consists mainly of noise producing harassment devices of which there are three categories: LP gas cannons, pyrotechnics, and electronic distress cry generators. Our radio controlled bird abatement system, Scare Wars®, is sold directly to the end user on a "turn-key" basis, and we have installed more than 50 of these systems world-wide over the past 20 years. Our experience has proven many times that no single tool is capable of completely solving a bird or wildlife control problem, but that an integrated approach including all three of the above mentioned categories plus habitat modification provide the best solution for bird and wildlife abatement.

#### Project Delivery

Although the LP gas cannon has long been regarded as one of the best wildlife harassment tools on the market, it has, over the years, received some criticism; that is, birds and wildlife eventually become accustomed to the timed detonations, and ultimately become more difficult to move. With this complaint in mind, we designed and developed a system of LP gas cannons which activate only on operator command. Scare Wars®, as the system has come to be known, has a great advantage over manually operated LP gas cannons: *the element of surprise*. Since the system is activated only when the operator sees fit, birds and wildlife do not become accustomed to the various sounds. We have discovered many other advantages of Scare Wars® since we installed our first system in 1995:

- Reduction in costly and disruptive trips to the airfield to manually disperse birds and wildlife.
- Reduction in noise pollution. Since remote bird deterrent units are activated only on operator command, the actual time of operation is greatly decreased.
- Reduction in fuel consumption for LP gas cannons and in LP gas cannon maintenance and repair problems.

If Reed-Joseph is awarded the contract to install our Scare Wars® system at Killeen-Ft. Hood Regional Airport, the installation of the system would proceed as follows:

#### Shipment of Equipment

The Scare Wars<sup>®</sup> system equipment would ship on approximately 12 pallets. Total weight of shipment would be approximately 6,000 pounds. Until our installation team arrives we would request that the equipment is stored in a secure, enclosed area out of the elements.

We would also request the customer to select an area where our installation team can unpack and assemble equipment. The area should be fairly secure and fairly enclosed with ready access to the flightline. The corner of an old hangar with about 3,000 square feet would be perfect.

#### Assembly and Installation

Once our team arrives, the assembly and installation would proceed as follows:

Day One: Our installation team arrives at GRK.

- 1. Unpack equipment.
- 2. Install Master Workstation and base antenna.
- 3. Begin assembly of equipment.

#### Day Two:

- 1. Continue assembly of equipment.
- 2. Fill LP gas cylinders.

Day Three: Complete equipment assembly.

Day Four: Begin moving equipment to the airfield.

Day Five: Complete moving equipment to airfield.

Day Six: Trouble shooting & training.

Day Seven: Packing and extra equipment. Assembly area clean-up. Team departs GRK.

#### Technical Aspects and Cost Saving Measures

The Scare Wars<sup>®</sup> system is proven bird and wildlife control technology; It meets or exceeds all requirements of the RFP.

The long term advantage of Scare Wars® is the reduction in habituation by birds and wildlife

accomplished by radio controlled technology. Operationally, the system was designed with the best materials and workmanship for years of trouble-free service. Our semi-annual maintenance keeps the system performing at optimum condition.

No development or customization would be required for the Scare Wars<sup>®</sup> system to meet all requirements of the RFQ. Our proposed configuration of remote bird deterrent units would – in our opinion – provide optimum coverage for the GRK airfield. We propose a total of 20 remote bird deterrent units, with 10 units staggered along each side of runway 15-33.

Additionally, 10 of the remote bird deterrent units will be fitted with electronic bird distress cry generators, and these units will be placed in the operations-critical areas such as the approach ends and the center of the runway. The distress cry generators are customized for species-specific distress cries to meet the environmental needs of the GRK airfield.

The Scare Wars<sup>®</sup> system can be controlled from the master workstation, which is normally placed in the control tower. The system software is intuitive and simple to use. The master workstation can activate or deactivate single remote bird deterrent units, groups of remote bird deterrent units, or all of the remote units. Similarly, ground personnel can control the system from anywhere on the airfield with the hand held transmitter. Any portable remote bird deterrent units would also be controllable both from the master workstation and the hand held transmitters.

Normally the biggest challenge of installing as Scare Wars<sup>®</sup> system is the placement of the base antenna and running of coaxial cable from the base antenna to the master workstation. If our firm is awarded the contract we will coordinate with GRK personnel to insure we have all the necessary information to make the process move smoothly.

#### **Customer Service Philosophy**

Since we have been installing the Scare Wars<sup>®</sup> system world-wide for more than 20 years, Reed-Joseph has extensive experience in quality customer service under some of the harshest and remotest conditions. When problems occur, our local technicians are quickly available for trouble-shooting and repair. From our Greenville, Mississippi headquarters we are able to rapidly draw from our extensive parts inventory to replace parts as needed.

#### System Cost

We believe there is real value in the Scare Wars<sup>®</sup> - both evident in the hardware, software, and performance of the system, as well as the assurance that your airfield is covered by the best available bird and wildlife hazard abatement system.

The only cost saving measures our firm would recommend would be that the customer reconsider insurance minimums. We normally offer a three-year warranty at no charge, but because of the insurance requirements, we are forced to offer only a two-year warranty at a cost of \$20,000.



#### PROPOSAL OFFER FORM

It is required the proposing firm complete, sign and submit the original of this form with the proposal form. An unsigned "Proposal Offer", late proposal response and/or a materially incomplete response shall be considered non-responsive and rejected.

Proposing firm is to type or legibly write in ink all information required below.

Company Name: Reed-Joseph International Company
Company Address: 800 Main Street, Greenville, MS 38701
Company Mailing Address (If different from physical address):
Company Phone Number: 800-647-5554
Company Fax Number: 662-335-8850
Company Website:www.reedjoseph.com
Company Tax ID Number: 64-0662028

REQUIRED SIGNATURE OF AUTHORIZED OFFEROR (Must Sign in Ink)

By signing this Proposal Offer, the proposing firm acknowledges acceptance of all terms and conditions contained herein and that prices offered were independently developed without consultation with any other Offerer or potential Offerer. Failure to sign and return this form with Proposal offer shall result in a non-responsive Proposal.

J. Barthell Joseph, III

Vice President

Title

July 15, 2016

Printed Name of Authorized Firm Representative

Signature of Authorized Firm Representative

Date

Initial



#### **PRICING FORM - STIPULATED SUM**

То:	Purchasing Manager						
	City of Killeen, Texas 207 W. Avenue D Killeen, TX 76541						
Project:	Request for Proposals No.16-18 Wildlife Hazard Reduction Equipment Killeen-Fort Hood Regional Airport 8101 Clear Creek Road, Killeen, Texas 76549.						
Date:	July 15, 2016						
Submitted by (Full name)							
J. Barthell )	oseph, III						
(Full address	)						
Reed-Josep	Reed-Joseph International Company						
800 Main S	800 Main Street						
Greenville	<u>MS 38701</u>						
1. BASE F	PRICING PER PLANS AND SPECIFICATIONS						

a. Having examined the Place of The Work and all matters referred to in the Instructions to Proposers and the Contract Documents prepared by A/E for the above mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the defined scope of work - for the Lump Sum Amount of:

One hundred forty seven thousand two hundred ninety five

US Dollars

(\$\_147,295

Initial



b. For purposes of evaluation of the Lump Sum Amount shown above, the following is a breakdown of the amount:

1)	Installation	of	equipment on	airfield
----	--------------	----	--------------	----------

Total price

One hundred seven thousand three hundred

**US** Dollars

(\$ 107,300 ).

2) Installation of system in the Air Traffic Control Tower

**Total price** 

Seventeen thousand nine hundred ninety five US Dollars

). (\$ 17,995

3) Training of personnel on equipment usage

**Total price** 

No charge

US Dollars

(\$\_\_\_\_\_).

4) Warranty

**Total price** 

Twenty two thousand US Dollars \_\_\_\_\_). (\$ 22,000

Total Sum (Items 1, 2, 3, 4 should equal Lump Sum Amount from Item 1a.)

One hundred forty seven thousand two hundred ninety five US Dollars*							
US D	ollars*						
(\$1	47,295	).	1100				

Initial



#### 2. ADD ALTERNATES

Add Alternates will include but are not limited to:

c. <u>Add Alternate 1:</u> Two additional Bird Deterrent Stations with all of the features and requirements as the primary system, but mounted on trailers, so that each station can be hooked up to a vehicle and quickly moved to locations on the airfield that is not covered by the initial stations.

Thirteen thousand eight hundred forty US Dollars

(\$ 13,840 \_\_\_\_\_).

d. <u>Add Alternate 2:</u> Per year cost for a certified or otherwise qualified and trained technician to perform semi-annual maintenance inspections on the system installed.

<u>Sixteen hundred</u> US Dollars

(\$\_1,600\_\_\_\_\_)

The proposer has included the required security Proposal Bond, executed certificates, and insurance requirements, as required by the Instruction to Proposers.

All applicable Federal taxes, State of Texas, Bell County, and City of Killeen taxes are excluded from the Proposal Sum.

#### 3. ACCEPTANCE

This offer shall be open to acceptance and is irrevocable for ninety (90) days from the proposal closing date.

If this proposal is accepted by the owner within the time period stated above, the City will:

- Execute the Agreement within fifteen (15) days of receipt of Notice of Award.
- Furnish the required insurance certificates, and Performance and Payment bonds.
- Furnish a submittal schedule for all Technical Data Packages within ten (10) calendar days after Notice to Proceed.

Initial



Commence work within ten (10) days after written Notice to Proceed.

If this proposal is accepted within the time stated, and the proposer fails to commence the work or the proposer fails to provide the required Bond(s), the Proposal Bond shall be forfeited as damages to the owner by reason of our failure.

In the event our proposal is not accepted within the time stated above, the required Proposal Bond shall be returned to the undersigned, unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

#### 4. CONTRACT TIME

If this Proposal is accepted, the proposer will:

- Complete the Work to achieve Final Completion of said project within 120 days of NTP, unless the period for completion is extended by an approved Change Order based upon reasonable cause and justification and in accordance with the contract.
- Agree to pay liquidated damages in the sum of \$500 for each consecutive calendar day required to complete the Work beyond Substantial and/or Final Completion, as applicable, or as extended by an approved Change Order.

#### 5. ADDENDA

The following Addenda have been received. The modifications to the Proposal Documents noted below have been considered and all costs are included in the Lump Sum amount of the proposal.

Addendum No.	Dated,	2016
Addendum No.	Dated,	2016
Addendum No.	Dated,	2016
Addendum No.	Dated,	2016
Addendum No	Dated,	2016

Initial



### 6. PRICING FORM SIGNATURE(S)

The Corporate Seal of	
Reed-Joseph International Company (Proposing Firm - print the full name of your firm)	
Was hereunto affixed in the presence of:	
Clarke T. Reed (Authorized signing officer)	President (Title)
(Seal)	

J. Barthell Joseph, III	Vice President
(Authorized signing officer)	(Title)

If the Proposal is a joint venture or partnership, add additional forms of execution for each member of the joint venture in the appropriate form or forms as above.

Initial



### COMPANY INFORMATION

1.	Company Legal Name: <u>R-J INTN'L, Inc.</u>
2.	Federal Employer ID#:64-0662028
3.	Parent Company (if applicable):
4.	Year Founded: 1953
5.	Years of Experience providing Wildlife Hazard Reduction Equipment: _63
6.	Address: 800 Main Street
	Greenville, MS 38701
7.	Phone: 800-647-5554
8.	Fax:662-335-8850
9.\	Nebsite:www.reedjoseph.com
10	Contracting License #:State: Classification:
11	Company Type: <u>X</u> CorporationPartnership LLCESOP

12. Officers and Owners (list all officers and/or owners with greater than 10% ownership).

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# CONFLICT OF INTEREST QUESTIONNAIRE, FORM CIQ

Chapter 76 of the Texas Local Government Code requires certain persons who wish to conduct business or be considered for business with a city to file a "conflict of interest questionnaire." The Texas Ethics Commission (TEC) created the conflict of interest questionnaire (FORM CIQ). These laws are codified in Chap. 176 of the Texas Local Government Code.

#### What vendors/persons are subject to Chapter 176?

The word "person" includes a partnership, corporation or other corporate body, including those performing professional services. Such partnerships or corporations act through individuals, but it is the partnership or corporation that would be seeking to do business with the city.

- Any "person" who contracts or seeks to contract for the sale or purchase of property, goods, or services with a local governmental entity
- An agent of a person who contracts or seeks to contract for the sale or purchase of property, goods, or services with a local governmental entity
- A vendor shall file a completed conflict of interest questionnaire if the person has a business relationship with a local governmental entity and:
  - (1) has an employment or other business relationship with an officer of that local governmental entity, or a family member of the officer that results in taxable income exceeding \$2,500 during the 12 month period preceding the date a contract is executed or a contract is being considered; Local government officer means a member of the governing body, a person designated the executive officer or an agent (including an employee) who exercises discretion in the planning, recommending or contracting of a vendor. or
  - (2) has given an officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value of more than \$100in the 12 month period preceding the date a contract is executed or a contract is being considered.

#### What triggers the requirement to file a "conflict of interest questionnaire"?

When a person begins (1) contract discussions or negotiations with the city or (2) submits an application, response to request for proposals or bids, correspondence, or another writing related to a potential agreement, Form CIQ must be completed. Whether the person initiates the discussion or the city initiates the discussions, Form CIQ must be completed. Even if the vendor has no affiliation or business relationship with an officer or employee of the city, Form CIQ must be completed and submitted.

#### To what type of contracts does the bill apply?

Any written contract and any implied contract, such as purchase orders, procurement card purchases, utility purchases, or any exchange of money or other consideration for some service or property. The monetary amount or value of the contract/purchase does not matter.



#### When must a vendor file the conflict of interest questionnaire?

No later than seven days after the date the person: (a) begins contract discussions or negotiations with the city, or (b) submits an application or response to a request for proposals or bids, correspondence, or another writing related to a potential agreement with a city, or (c) becomes aware of an employment relationship with a local government officer or family member of the officer, or (d) becomes aware of a qualifying gift.

#### What has to be revealed?

Section 176.006 requires disclosure of a person's employment or business relationships. This includes each employment or business relationship with a corporation or other business entity with respect to which a local government officer services as an officer or director or holds an ownership interest of 10% or more.

#### How do I go about filling out the Conflict of Interest Questionnaire form?

Each number below corresponds with the number on FORM CIQ:

- 1. Fill in the full name of the person who is trying to do business with the City. If the person is a corporation, partnership, etc., then it is the name of that corporation, partnership, etc., that is required on Form CIQ.
- 2. Check box if the form is an update to a form previously completed. Updates are required by the 7<sup>th</sup> business day after an event that makes a statement in a previously filed questionnaire incomplete or inaccurate. Updates are also required by September 1 of each year in which the person submits a proposal, bid or response to the City of Killeen or begins contract discussions or negotiations with the City.
- 3. Complete this Section by listing the name of the local government officer (member of City Council, City Manager or an employee who exercises discretion in the planning, recommending or contracting of a vendor) with whom there is an affiliation to or business relationship and you checked the "Yes" box in Section 3 A, B, or C. If there is more than one local government officer (City Council, City Manager or an employee who exercises discretion in the planning, recommending or contracting of a vendor) with whom there is an affiliation or business relationship, more than one page two may be needed to provide information on each local government officer.
- 4. State whether the local government officer named on the form receives or is likely to receive taxable income, other than investment income, from the vendor filing the questionnaire.
- State whether the filer receives or is likely to receive taxable income, other than investment income, from or at the direction of the local government officer named on the form AND the taxable income is not received from the local governmental entity.
- 6. State whether the filer is employed by a corporation or other business entity with which the local government officer serves as an officer or director or holds an ownership interest of 10% or more.
- 7. Describe each employment or business relationship with the local government officer named on the form.
- 8. Signature box. Person completing form must date and sign the form. If the form is being completed for a corporation, partnership, etc. The person signing should be someone who is authorized to act on behalf of the corporation, partnership, etc.



A signature is required in box #4 regardless of any other entry on the form. A copy of Chapter 176 of the Texas Local Government Code can be found at: http://www.statutes.legis.state.tx.us/SOTWDocs/LG/htm/LG.176.htm



For vendor doing business with local governmental entity	FORM C
his questionneirs (sheets changes made to the law by N.S. 23, 54th Leg., Regular Session.	OFFICE USE ONLY
his questionnaire is being filed in accordance with Chapter 178, Locul Government Code, y a vender who has a business relaconship as defined by Section 176.001(1-a) with a local overnmentationsity and the vendor meets requirements under Section 176.006(a).	Date Rendined
ly law this questionnaire must be filed with the records administrator of it is local governmental ntity not later then the 7th Lusiness day after the date the vendor becomes award of facts returned the statement to boilled. See Section 176.006(3-1), Local Government Code.	
i vendor commits an offense of the vender knowingly violates Section 176.006, Local loverment Corle. An offense under this section is a misdemospor.	
Name of vendor who has a business relationship with local governmental entity	
Reed-Joseph International Company	
Check this box if you are filling an update to a previously filed questionnaire.	
(The Isw roguines that you file an upstated completed guastionnaire with the gu later than the 7th business day after the risks on which you became every that the un incomplete or inoccurate.)	ginuity filod quastionnaira waa
Nome of local government officer about whom the information in this section is being disc	ð6ðd.
Name of Officer	
pages to this form CK2 as necessary.	
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Kinsale Insurance Company

A.M. Best Company Rating: A- (Excellent) Financial Size Category: VIII

Burns and Wilcox - San Francisco (Pine Street) Jeff Yip

## BINDER

RE: R J Intri Inc dba Reed Joseph International Company P O Box 894 Greenville, MS 38702 Policy #: 0100039350-0 Date: 06/01/2016

This binder contains an outline of coverage and does not include all the terms, conditions and exclusions of the policy that may be issued. The policy contains the full and complete agreement with regards to coverage. Please review this binder thoroughly and notify the Company immediately of any inaccuracies or discrepancies.

Company: Kinsale Insurance Company

Policy Term: 06/01/2016 - 02/10/2017

\$1,000,000 Each Occurrence \$1,000,000 Annual Aggregate

Business Description: Prer

Limits of Liability:

Premises only - Manufacturer

#### Schedule of Underlying Insurance: General Liability:

Carrier:Admiral Insurance CompanyPolicy Term:02/10/2016 - 02/10/2017Coverage Form:Occurrence

Each Occurrence\$1,0General Aggregate\$2,0Products / Completed Operations\$1,0Personal and Advertising Injury\$1,0Limit\$1,0

\$1,000,000 \$2,000,000 \$1,000,000 \$1,000,000

Retro Date: n/a

Premium: Terrorism: Total Premium: Company Fees: Total Amount Due: Premium is 100.00% minimum and depo Company Fees, if applicable, are fully ear		\$4,800 rejected \$4,800 \$250 \$5,050	Min. Earned Premium:	25.00%	"a)	
Company Fees, it applicante, are muy car	nou.					
Taxes, fees and surcharges are the respo	onsibility of th	e broker.				

This binder is in effect until it is replaced by a policy issued by the Company or it is cancelled in accordance with the policy conditions. FLAT CANCELLATION OF THIS BINDER IS NOT PERMITTED.

#### **Condition Precedent:**

This binder is conditioned on our receipt and approval of the materials listed below. We may rescind this binder if we do not receive, review and approve in writing these materials. Further, this binder is strictly conditioned upon there being no material change in the risk between the date of the binder and the effective date of the policy. If we determine that a material change has occurred, we may modify the terms of this binder, including rescinding it altogether.

1) 2011-12 and 2014-16 currently valued GL loss runs

Complete copies of all underlying policies within 60 days.

#### Comments:

Exclusions and Endorsements:
CAX1000-0413 - Commercial Excess Liability Declarations
ADF9013-0815 - Notice - Where To Report A Claim
ADF4001-0110 - Schedule of Forms
CAX1001-0110 - Schedule of Underlying Insurance
CAX0001-0113 - Commercial Excess Liability Policy
CAX2005-0110 - Limitation of Coverage to Designated Project or Premises
CAX4008-0110 - Minimum Earned Premium
CAX4014-1211 - Non-Drop Down Provision
ADE3002-0110 - Exclusion -Terrorism
ADF3003-0110 - Exclusion - Absolute Pollution and Pollution Related Liability
CAX3015-0110 - Exclusion- New York
CAX3024-0311 - Exclusion- Assault and Battery
CAX3032-0110 - Exclusion- Injury to Independent Contractors
CAX3042-0110 - Exclusion- Automobile
CAX3049-0110 - Exclusion- Insured vs. Insured
CAX3055-0110 - Exclusion- Products/Completed Operations Hazard
CAX2068_0713 - Evolusion - Personal and Advertising Injury Liability
CAX3072-0814 - Exclusion - Access or Disclosure of Confidential or Personal
Information and Data-Related Liability
a measure of the other and the Enderson month
ADF9004-0110 - Signature Endoisement ADF9009-0110 - U.S. Treasury Department's Office of Foreign Assets Control (OFAC) Advisory Notice to Policyholders

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	P O Box 894									
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	R-J International, Inc.				Bro	ducer:		
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Greenville, MS 38702-0894		2-0894	PO Box 3266 Ridgeland, MS 39158					
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### FFVA Mutual Insurance Co.

Store: Wholesale Noc	8018	21.460	2.06	442
Classifications	Code No.	Premium Basis Total Estimated Annual Remuneration	Rate Per \$100 of Remuneration	Estimated Annual Premium
Policy Rating Period 04/02/2016 To	04/02/2017			
The Policy Period Is From: 04/02/2016	To 04/02/2		ndard Time Mailing Add <b>ress</b>	
Location Number: 1 State: MS In:	Insui sured Unit Nai			
Policy Number WC840-0021912-2016A	Insu	rer FFVA Mutual Insur	ance Co.	

21,460

191,280

0.23

8018

8810

Manual Premium	882
Excess Employers Liability 0.80%	7
EEL Minimum Premium Adjustment	68
Subject Premium	957
Standard Premium	957
Normal Premium	957
Expense Constant	200
Terrorism	23
	23
Catastrophe	20
Total Estimated Premium	1,203

Store: Wholesale Noc

Clerical Office Employees Noc



### FFVA Mutual Insurance Co.

#### PARTNERS, OFFICERS AND OTHERS EXCLUSION ENDORSEMENT

Endorsement No. Endorsement Effective 04/02/2016 NCCI Co. No 31321 FFVA Mutual Insurance Co. (NAME OF INSURANCE COMPANY)

Others

Policy Number WC840-0021912-2016A

Insured R-J International, Inc.

This policy does not cover bodily injury to any person described in the Schedule. The premium basis for the policy does not include the remuneration of such persons. You will reimburse us for any payment we must make because of bodily injury to such persons.

#### Schedule

Partners

Officers Clarke Reed

Form: 138a

#### WORKERS' COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY Extension Schedule WC 99 06 10

### FFVA Mutual Insurance Co.

Policy Number WC840-0021912-2016A

Endorsement Effective Date:04/02/2016

Insured R-J International, Inc.

The Policy Period Is From: 04/02/2016 To 04/02/2017

### Named Insured:

Business Type:

FEIN:

Levee Lands Company

Corporation

### WORKERS' COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY Extension Schedule WC 99 06 08

### FFVA Mutual Insurance Co.

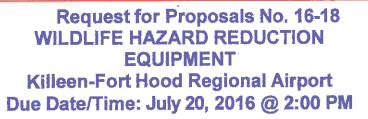
Policy Number WC840-0021912-2016A

Endorsement Effective Date: 04/02/2016 Insured R-J International, Inc.

The Policy Period Is From: 04/02/2016 To 04/02/2017

### Schedule of Endorsements:

WC 00 00 01 A	Extension Schedule for Class Codes
WC 00 03 08	Partners, Officers and Others Exclusion Endorsement
WC 00 04 02	Anniversary Rating Date Endorsement
WC 00 04 14	Notification of Change in Ownership Endorsement
WC 00 04 19	Premium Due Date Endorsement
WC 00 04 21 D	Catastrophe Premium Endorsement (other than Terrorism)
WC 00 04 22 B	Terrorism Risk Ins Program Reauth Act Disclosure End P1
WC 99 03 01	Employers Liability Coverage Endorsement
WC 99 06 09	Extension Schedule for Locations
WC 99 06 10	Extension Schedule for Insured Names
WC 99 06 11	Installment Schedule for Issuance
WC 00 00 00 C	Workers Compensation and Employers Liability Insurance Policy 1
	MS WC Safety Notice
FNLAUDIT2	Final Payroli Audit Preparation #2





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Notice is hereby given that the City of Killeen Department of Aviation is seeking Sealed proposals for a Wildlife Hazard Reduction System. Proposals will be received until 2:00 PM, Wednesday, July 20, 2016, and should be addressed to, Purchasing Division, 207 A, West Ave D, Killeen, Texas, 76541. Any proposal received after the closing time, will be returned unopened. Proposals shall be plainly marked with the name and address of the proposer and RFP No. 16-18 Killeen Wildlife Hazard Reduction Equipment. Proposal shall include one (1) original and five (5) copies.

Pre-proposal questions should be addressed to Randy Jimenez, Purchasing Manager, at <u>rjimenez@killeentexas.gov</u> with RFP 16-18 in the subject line. Questions will be accepted until 2:00 PM, Friday, July 15, 2016. Questions will be answered in the form of an Addendum and may be downloaded from Demandstar, Electronic State Business Daily, Ionwave, and the City's website at <u>www.killeentexas.gov/purchasing</u> under the "City Bids." It is the responsibility of the firm to monitor this website for addendum postings.

The RFP 16-18 diagrams and specifications may be examined at:

Office of the Director of Aviation Killeen-Fort Hood Regional Airport 8101 Clear Creek Drive Killeen, Texas 76549 Phone: 254.501.8700 Fax: 254.699.7497

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**CERTIFICATION OF NONSEGREGATED FACILITIES - 41 CFR PART 60-1.8** 

Notice to Prospective Federally Assisted Firms

- 1. A Certification of Non-Segregated Facilities shall be submitted prior to the award of a federally-assisted contract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity Clause.
- 2. Firms receiving federally-assisted contract awards exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause will be required to provide for the forwarding of the following notice to prospective subcontractors for supplies and contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity Clause. NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

#### **CERTIFICATION OF NONSEGREGATED FACILITIES**

The federally-assisted firm certifies that she or he does not maintain or provide, for her or his employees, any segregated facilities at any of her or his establishments and that she or he does not permit employees to perform their services at any location, under her or his control, where segregated facilities are maintained. The federally-assisted firm agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms, and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directives or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The federally-assisted firm agrees that (except where she or he has obtained identical certifications from proposed subcontractors for specific time periods) she or he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause and that she or he will retain such certifications in her or his files.

The proposed contract is subject to the Buy American provision under Section 9129 of the Aviation Safety and Capacity Expansion Act of 1990.

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Your offer is required to be submitted under a condition of irrevocability for a period as outlined in this RFP.

### SCHEDULE

The estimated time frame for the proposal process through final project acceptance follows:

1 <sup>st</sup> Advertisement Documents Available To Public 2 <sup>nd</sup> Advertisement Pre-Proposal Conference/Tour Meeting Deadline for Questions Response to Questions Due Date Proposal Due Date Interviews Proposal/Interview Assessment and Recommendation Recommendation to City Council Agenda Workshop City Council for Approval Notice To Proceed - Estimated	June 26, 2016 June 27, 2016 July 3, 2016 N/A July 15, 2016, July 18, 2016 July 20, 2016 July 26, 2016 July 29, 2016 August 1, 2016 August 16, 2016 August 23, 2016
Substantial Completion	November 18, 2016
Final Completion	December 27, 2016

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### REQUEST FOR PROPOSALS NO. 16-18 WILDLIFE HAZARD REDUCATION EQUIPMENT KILLEEN-FORT HOOD REGIONAL AIRPORT KILLEEN, TEXAS

#### OVERVIEW

Over the past two years Robert Gray Army Airfield/Killeen Fort-Hood Regional Airport has experienced unprecedented bird hazard levels primarily during the months of December, January, and February. The primary hazard has been mourning doves with an estimated 3,000 to 3,500 birds congregating annually in the sod areas and on runway 15/33, and occasionally along the entire length of the runway. In addition to mourning doves, flocks of killdeer, meadowlarks, and starlings have also contributed to high bird hazard levels at times. Turkey vultures and kestrel on and in the vicinity of the airfield, as well as coyotes, bobcats, deer, dogs and fox have all contributed to elevated bird/wildlife hazard levels on the airfield.

#### BASE SCOPE

This project is for the purchase and installation of a complete and fully functional, turnkey, non-lethal, radio controlled, automated, and programmable bird deterrent system, which will discourage birds from populating and frequenting the immediate runway environment.

The system, at a minimum, shall consist of the following components:

- 1. System shall be capable of remote control from hand held radios/transmitters as well as a fixed base controller via a PC.
- 2. The software for the system shall provide at least the following features:
  - A. Ability to access and control all remote stations.
  - B. Ability to assign each remote station into any group or groups without restriction.
  - C. Programmable scheduling for automatic firing.
  - D. Ability to log and print unit activation history.
  - E. Software components preferred, but not mandatory: Upgrade capability; fuel level readings in remote units; customized airfield diagram depicting locations of remote units with point and click capability.
- 3. Three (3) rechargeable, digital hand held radio/transmitters capable of activating the system anywhere on the airfield.

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- 4. Any required base antenna to transmit commands to remote stations.
- 5. Remote bird deterrent stations in sufficient quantities to cover the entire runway environment that are completely self-contained, require no outside power source, are portable, weather proof, and secure from tampering. Each station shall have at a minimum the following features:
  - A. All parts and associated components that make up the remote stations shall be contained on or inside the station box.
  - B. Motor driven, rotating, liquid propane (LP) gas cannons.
  - C. Digital radio receiver with antenna.
  - D. Rechargeable battery and a solar powered recharging system that is directly mounted to the box.
  - E. Five (5) gallon LP gas cylinder.
  - F. Handles for portability and ease of handling on each deterrent station.
  - G. Distresses cry generators in sufficient quantities to cover the entire runway environment with 200 watt amplifiers and multiple speakers. Shall be capable of generating multiple distress cries, predator sounds, or other sounds proven to harass or scare wildlife.
  - H. The entire system shall be covered by a minimum of a two (2) year full parts and labor warranty.
  - I. Proposal shall include shipping and installation of the complete system. Contractor shall install all equipment in strict accordance with approved manufacturer assembly, installation, and start-up instructions and will insure that all equipment is in proper working order prior to completion of the project, to include testing each component and assembled item of equipment to demonstrate that it is operating properly and that controls and safety devices are functioning. Contractor shall also ensure and demonstrate that all remote bird deterrent stations/units can be remotely controlled from any point on the airfield. Contractor will ensure that all LP gas cylinders are filled to capacity. Contractor shall repair or replace all equipment which is found to be defective or damaged during shipping or installation. Contractor shall be responsible for the cleanliness of the work sites. All debris and tools will be removed from the work site at the end of each work session.
  - J. Proposal shall include adequate training for all airfield personnel that will be charged with operating or maintaining the system. Training shall include the proper use of the system, safety features, and maintenance of all components and systems installed. Contractor shall provide operation and parts manuals for all components and systems installed.

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- 1. <u>Add Alternate 1:</u> Two additional Bird Deterrent Stations with all of the features and requirements listed above, but mounted on trailers, so that each station can be connected up to a vehicle and quickly moved to locations on the airfield that are not covered by the initial stations.
- 2. <u>Add Alternate 2:</u> Per year cost for a certified or otherwise qualified and trained technician to perform semi-annual maintenance inspections on the system installed. The inspections shall include, at a minimum, the following:

Master Control Work Station and Hand Held Transmitters:

1. Verify proper operation

**Remote Bird Deterrent Stations:** 

- 1. Check remote radios for frequency drift and overall performance
- 2. Load test solar panels for proper output
- 3. Verify charging regulator operation
- 4. Battery Inspection Check hoses and valves for leaks or corrosion
- 5. Check fuses and wiring

LP Gas Cannons:

- 1. Check all components in mechanical assembly
- 2. Check sparking assembly
- 3. Check rotation assembly for proper operation and loose or worn parts.
- 4. Lubricate cannons and rotation assembly
- 5. Check LP gas cylinders and refill as required

Distress Cry Generators:

- 1. Check all components for proper operation
- 2. Check all fuses and wiring

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#### GENERAL INFORMATION

The intent of this RFP is to obtain a qualified firm to execute the installation of Wildlife Hazard Reduction Equipment for Robert Gray Army Airfield and the Killeen-Fort Hood Regional Airport in Killeen, Texas, such facility being hereinafter referred to as the "Airport". All costs associated with the submission of the proposal shall be the responsibility of each firm.

The City of Killeen, hereinafter referred to as the "City", intends to follow an evaluation and selection process of firms submitting materials responsive to this RFP. Thereafter, the City intends to enter into a contract with the proposing firm that best meets all selection criteria within this document.

The City assumes no responsibility for errors or misinterpretations resulting from the use of this RFP or otherwise associated with the any form of communication outside of the structure of this request.

It is the responsibility of each proposing firm, before submitting a proposal:

- 1. To visit the site to become familiar with and satisfy the proposing firm as to the general, local, and site conditions that may affect cost, progress, safety, performance, or furnishing of the work.
- 2. To consider federal, state, and local laws and regulations that may affect cost, progress, performance, or furnishing of the work.

#### INQUIRIES

If a proposing firm submitting materials responsive to this RFP finds discrepancies in or an omission from this document, or requires additional clarification of any part of this document, address this issue to the Purchasing Manager, <u>rjimenez@kileentexas.gov</u>. Any interpretation or change made to the RFP will be made by the City by issuing a written or electronic addendum to each known proposing firm, and same shall become part of the RFP.

#### NON-ACCEPTANCE OF SUBMITTALS

No oral, telegraphic or facsimile proposals offered will be accepted. Late proposals will Not be accepted. All proposals received after the scheduled opening deadline will be returned unopened. Telegraphic and/or materials sent by electronic devices will be rejected upon receipt and will not be returned to the proposing firm. Proposals will be

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date/time stamped in the Purchasing Division when received and this will be considered the official time of receipt.

#### CONDITIONS FOR SUBMITTAL

All proposing firms shall comply with all conditions, requirements, and specifications contained herein. Any departure whatsoever will constitute sufficient cause for rejection by the City of the proposal offer. A duly authorized official of the proposing firm submitting materials must sign and initial the proposal forms where indicated.

Return Response To: City of Killeen Purchasing Division 207A West Ave. D Killeen, Texas 76541

Proposing firms may submit a proposal as a stand-alone business, joint venture, or partnership but cannot submit under more than one type of business. All aspects of the submittal shall be valid for a period of ninety (90) days following the deadline for the receipt of the submission. The City will not return materials or any other submitted information tendered by proposing firms to the City.

The City reserves the right to reject any and/or all offers or any part thereof. The City reserves the right to waive any formalities or informalities or irregularities contained in any and/or all proposals received. The City reserves the right to award to the most responsive and responsible proposing firm as deemed to be in the best interest of the City and to afford the most advantageous proposal to the City.

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#### **EVALUATION OF SUBMITTALS**

The City reserves the right to accept or reject any proposal. If it is determined that any proposal is not responsible and/or non-responsive as per FAA Order 5100.38C, the City reserves the right, with FAA concurrence, to award the contract to another firm.

#### GENERAL REQUIREMENTS OF THE SUCCESSFUL FIRM

Professional services such as design after award including but not limited to generation of appropriate shop drawing and the like, must be performed by a registered professional licensed to practice in the state of Texas.

The Airfield must remain clean, orderly, and free of trash or debris at all times. Blowing debris must be contained at all times. The successful firm shall recycle materials when appropriate, recyclable materials to be placed in the Airport's recycle areas. Building debris must be cleaned and removed from the site daily.

The successful firm shall be prohibited from assigning or subcontracting the whole or any part of the contract without the prior written consent of the City, unless those subcontracting firms are listed within the subcontracting agreement. The successful firm and its employees will operate as an independent entity and will not be considered employees of the City.

Contract time is defined as all work associated with the project including Final completion which is 120 days from the Notice to Proceed (NTP) date. The City Manager will be the approving authority for any requests that would extend this deadline. To further facilitate the completion goal date, liquidated damages of five hundred dollars (\$500.00) shall be assessed each day that accrues after the relative substantial or final completion dates indicated herein for completion and acceptance of the work.

Following system commissioning in accordance with the respective specifications, the successful firm is required to do a final walk through of the site with the Airfield Manager and Airport Operations Manager. Final payment will not be released until the final walk through of the project has been completed and any punch list/warranty issues are resolved.





#### **GENERAL TERMS AND CONDITIONS**

Funding: Funds are available through Passenger Facility Charges and the Airport Improvement Program.

Late proposals: Proposals received in City's Purchasing Office after submission deadline will be returned unopened. City is not responsible for lateness or non-delivery of mail, carrier, etc., and the date/time stamp in the Purchasing Office shall be the official time of receipt.

Withdrawal of proposals: A proposal may not be withdrawn or canceled by the offerer without permission of the City for a period of ninety (90) days following the date designated for the receipt of proposals, and proposer so agrees upon submittal of their proposal.

Proposals will be received until 2:00 PM, Wednesday, July 20, 2016. All proposal forms shall be open for public inspection after the contract is awarded, except for trade secrets and confidential information contained in the proposal and identified by offerer as such.

Sales tax: City is exempt by law from payment of Texas Sales Tax and Federal Excise Tax, therefore the proposal shall not include sales taxes.

Contract: The proposal, accompanying documents, and any negotiated terms, when properly accepted by City, shall constitute a contract equally binding between the firm and City. No different or additional terms will become a part of this contract without the express written consent of each party.

Change orders: No oral statement of any person shall modify or otherwise change, or affect the terms, conditions of specifications stated in the resulting contract. All change orders to the contract will be made in writing by the successful firm and subject to the approval of the City Manager or City Council as applicable.

If during the life of the contract, the successful firm's net prices are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to the City.

A price redetermination may be considered by City only at the time of a model change during the year or at the anniversary date of the contract and shall be substantiated in writing. The successful firm's past history of honoring contracts at the contract price will be an important consideration in the evaluation of the lowest and best proposal. City reserves the right to accept or reject any/all of the price determination as it deems to be

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in the best interest of City.

Right to purchase elsewhere: The City will not actively solicit proposals or otherwise test the market solely for the purpose of seeking alternative sources; however, City reserves the right to purchase elsewhere if contract term(s) are not met.

Delivery: All delivery and freight charges (FOB Destination – Killeen-Fort Hood Regional Airport) are to be included in the contract price.

Delivery time: The successful firm shall confirm the number of days required to execute the work. Any deviations from the established time lines and/or completion dates must be effectuated through a written change order in accordance with the contract. The successful firm must keep the City advised at all times of the status of the project.

Retainage: The City shall choose to use a retainage method not to exceed 5% of the total proposal amount. All retainage amounts shall be released upon satisfactory completion and acceptance of work, unless a lump sum payment has been agreed upon.

Conflict of interest: The successful firm acknowledges and agrees that it is subject to the applicable Texas Conflict of Interest regulations generally found in Texas Local Government Code, Section 176 et seq., and that it has an affirmative duty to disclose any conflict of interest contemplated there under or by other applicable law. The successful firm further acknowledges 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:

1. 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

2. 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.

Ethics: The successful firm shall not offer or accept gifts or anything of value nor enter into any business arrangement with any employee, official or agent of City.

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Exceptions/substitutions: All proposals meeting the intent of this RFP will be considered for negotiations. Proposing firms taking exception to the specifications, or offering substitutions, shall state these exceptions by attachment as part of the proposal. The absence of such a list shall indicate that the offerer has not taken exceptions and the offerer shall be responsible for performing in strict accordance with the specifications of the RFP. The City reserves the right to accept any and all or none of the exception(s)/substitutions(s) deemed to be in the best interest of City.

Addenda: Any interpretations, corrections or changes to the RFP, Plans and Specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the Purchasing Manager or designee. Addenda will be distributed to all that are known to have received a copy of this RFP. All proposing firms shall acknowledge receipt of all addenda.

Proposal must comply with all federal, state, county, and local laws concerning this type of service or product.

Design, strength, quality of materials and workmanship must conform to the highest standards of manufacturing and engineering practice.

All components must be new and unused, unless otherwise specified, in first class condition and of current manufacture.

Minimum standards for responsible prospective offerers: A prospective firm must affirmatively demonstrate the ability to meet, at a minimum, the following requirements:

1. have adequate financial resources, or the ability to obtain such resources as required;

- 2. be able to comply with the required or proposed pickup/delivery schedule;
- 3. have a satisfactory record of performance;
- 4. have a satisfactory record of safety;
- 5. have a satisfactory record of integrity and ethics;
- 6. be otherwise qualified and eligible to receive an award.

The City may request representation and other information sufficient to determine a proposing firm's ability to meet these minimum standards listed above.

Proposing firms shall provide with this proposal response, all documentation required by this RFP. Failure to provide this information may result in rejection of proposal.

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Termination of contract: Once the successful firm has been notified of the award, any contract cancellation notice given to the City shall be in writing and state therein the reasons for such cancellation. The City shall review the request and determine if it's in the best interest of the City to grant the contract termination. The City reserves the right to award cancelled contract to next best proposing firm as it deems to be in the best interest of the City.

Termination of default: The City reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of this contract. The City reserves the right to terminate the contract immediately in the event the successful firm fails to:

- 1. meet delivery or completion schedules;
- 2. otherwise perform in accordance with the accepted proposal.

Breach of contract or default authorizes the City to award the project to another firm, purchase elsewhere and charge the full increase in cost to the defaulting firm, or pursue any other remedy at law or in equity.

The successful firm shall defend, indemnify and save harmless the city and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful firm, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. The successful firm shall pay any judgment with costs which may be obtained against city growing out of such injury or damages.

Notice: Any notice provided by this proposal (or required by Law) to be given to the successful firm by the City shall be conclusively deemed to have been given and received on the next business day after such written notice has been deposited in the mail in Killeen, Texas, by Registered or Certified Mail with sufficient postage affixed thereto, addressed to the successful firm at the address so provided; provided this shall not prevent the giving of actual notice in any manner.

Patents/copyrights: The successful firm agrees to defend, indemnify and save harmless the City from claims involving infringements of patents and/or copyrights.

Contract administrator: Under this contract, the City may appoint a contract administrator with the designated responsibility to ensure compliance with contract requirements, such as but not limited to, acceptance, inspection, and delivery. The contract administrator will serve as liaison between the City's Purchasing

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Department (which has the overall contract responsibilities) and the successful firm.

Invoices: Invoices shall be mailed directly to the Killeen-Fort Hood Regional Airport, 8101 South Clear Creek Road, Box C, Killeen, TX 76549. Payments will be made within thirty (30) days of receipt of invoice.

Payment will be made upon receipt and acceptance by the City of all completed services and/or item(s) ordered and receipt of a valid invoice. In accordance with the Texas Government Code, Title 10, Chapter 2251, the successful firm is required to pay subcontractors within ten (10) days' receipt of payment from the City.

All items supplied under this contract shall be subject to the City's approval. Item(s) found defective or not meeting specifications shall be picked up and replaced by the successful firm within one (1) week after notification at no expense to the City. If item(s) is not picked up within one (1) week after notification, the item(s) will become a donation to City for disposition.

Warranty: The successful firm shall warrant that all equipment/accessories/services shall conform to the proposed specification and/or warranties as stated in the Uniform Commercial Code and/or the contract, and will be free from all defects in material, workmanship and title.

Remedies: Without limiting other respective legal rights, the successful firm and the City hereby agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

Venue: This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Killeen, Bell County, Texas. The venue will be in Bell County, Texas.

Assignment: The successful firm shall not sell, assign, transfer or convey any contract resulting from this RFP, in whole or in part, without prior written consent of the City.

Silence of specification: The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

Proposal protest: Any proposing firm wishing to file a protest concerning alleged improprieties with this solicitation, must submit the protest in written format to the Purchasing Department within five (5) business days after the specified time of the receipt of proposals. The formal written protest must identify the name of the firm

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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 the Purchasing Department within ten (10) business days of the receipt of the protest. All determinations made by the City are final.

#### SUPPLEMENTAL GENERAL CONDITIONS

The following shall be a part of the contract as supplemental conditions:

Insurance. The successful firm shall carry insurance in the following types and amounts for the duration of the Contract, which shall include items owned by the City in care, custody and control of the successful firm prior and during construction and warranty period, and furnish Certificates of Insurance on the forms provided as evidence thereof. Copies of policy declaration pages and all policy endorsements will be furnished upon request.

- 1. Worker's Compensation Insurance Coverage.
  - A. Definitions:

Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing worker's compensation insurance coverage for the person's or entity's employees providing services in a project, for the duration of the project. Duration of the project - includes the time from the beginning of the work on the project until the successful firm's/person's work on the project has been completed and accepted by the City.

Persons providing services on the project (as noted in Section 406.096 of the Texas Labor Code) - includes all persons or entities performing all or part of the services the successful firm has undertaken to perform on the project, regardless of whether that person contracted directly with the successful firm and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owners-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage contractor, office supply deliveries, and delivery of portable toilets.

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- B. The successful firm shall provide workers compensation coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the requirements of Texas Labor Code, Section 401.011(44) for all employees of the successful firm providing services on the project, for the duration of the project.
- C. The successful firm must provide a certificate of coverage to the City prior to being awarded the contract.
- D. If the coverage period shown on the successful firm's current certificate of coverage ends during the duration of the project, the successful firm must, prior to the end of the coverage period, file a new certificate of coverage with the City showing that coverage has been extended.
- E. The successful firm shall obtain from each person providing services on a project, and provide to the City:
  - a certificate of coverage, prior to that person beginning work on the project, so the City will have on file certificates of coverage showing coverage for all persons providing services on the project; and
  - (2) no later than seven days after receipt by the successful firm, a new certificate of coverage showing Extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- F. The successful firm shall retain all required certificates of coverage for the duration of the project and for one year thereafter.
- G. The successful firm shall notify the City in writing by certified mail or personal delivery, within 10 days after the successful firm knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- H. The successful firm shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- I. The successful firm shall contractually require each person with whom it contracts to provide services on a project, to:
  - (1) provide workers compensation coverage based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the requirements of Texas Labor Code Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;

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- (2) provide to the successful firm, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;
- (3) provide the successful firm, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
- (4) obtain from each other person with whom it contracts, and provide to the successful firm:
  - (a) a certificate of coverage, prior to the other person beginning work on the project; and
  - (b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
- (5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
- (6) notify the City, in writing, by certified mail or personal delivery, within 10 days after the successful firm knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project;
- (7) contractually require each person with whom it contracts, to perform as required by paragraphs A - G, with the certificates of coverage to be provided to the person for whom they are providing services.
- J. By signing this contract or providing or causing to be provided a certificate of coverage, the successful firm who will provide services on the project will be covered by workers compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with appropriate insurance carrier or, in case of a self-insured, with the Texas Department of Insurance Division of Self-Insurance Regulation. Providing false or misleading information may subject the successful firm to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- K. The successful firm's failure to comply with any of these provisions is a breach of contract by the successful firm which entitles the City to declare the contract void if the successful firm does not remedy the breach within ten days after receipt of notice of breach from the City.
- 2. Commercial General Liability Insurance with minimum limits of:

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General Aggregate	\$5,000,000
Products & Completed Operations Aggregate	\$1,000,000
Personal & Advertising Injury	\$1,000,000
Each Occurrence	\$500,000
Fire Damage (Any One Fire)	\$50,000
Medical Expense (Any One Person)	\$1,000

3. The City's and successful firm's protective liability insurance policy naming the City as insured. Coverage shall be on an "occurrence" basis, and the policy shall be issued by the same insurance company that carries the successful firm's liability insurance. Minimum limits of liability shall be as follows:

Per Occurrence	\$500,000
Aggregate	\$1,000,000

- 4. Automobile Liability Insurance for all owned, non-owned and hired vehicles with minimum limits for Bodily Injury of \$250,000 for each person and \$500,000 for each occurrence and Property Damage limits of \$100,000 or a Combined Single Limit of \$600,000.
- 5. On all new or remodeling building projects: All Risk Builders Risk Insurance for insurable building projects shall be insured in the amount of the contract price for such improvements. The City and successful firm waive all rights against each other for damages caused by fire or other perils to the extent covered by Builders Risk Insurance required under this section, except as to such rights as they may have in the proceeds of such insurance. The successful firm shall require similar waivers by Subcontractors and Sub-subcontractors.

If insurance policies are not written for amount specified in 2 and 3 above, the successful firm is required to carry an Excess Liability Insurance Policy for any difference in amounts specified.

The successful firm shall be responsible for deductibles and self-insured retentions, if any, stated in policies. Any self-insured retention shall not exceed ten percent (10%) of minimum required limits. All deductibles or self-insured retentions shall be disclosed on Certificate of Insurance required above.

The successful firm shall not commence work at site under this contract until he has obtained required insurance and until such insurance has been reviewed by the City's Project Manager. The successful firm shall not allow any subcontractors to

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commence work until the required insurance has been obtained and approved. Approval of insurance by the City shall not relieve or decrease liability of the successful firm hereunder.

Insurance is to be written by a company licensed to do business in the State of Texas at the time policy is issued and acceptable to the City.

The successful firm shall produce an endorsement to each affected policy:

- A. Naming the City of Killeen, P.O. Box 1329, Killeen, Texas 76540, as additional insured (except Workers' Compensation and Builders Risk).
- B. To provide a waiver of subrogation to the City of Killeen.
- C. That obligates the insurance company to notify the Purchasing Manager, City of Killeen, P.O. Box 1329, Killeen, Texas 76540, that no policies will be cancelled or reduced, restricted or limited until thirty (30) days after the City has received written notice as evidenced by return receipt of registered or certified letter.
- D. That the "other" insurance clause shall not apply to the City where the City is an additional insured shown on policy. It is intended that policies required in this agreement, covering both the City and successful firm, shall be considered primary coverage as applicable.

The successful firm shall not cause any insurance to be canceled nor permit any insurance to lapse during term of this Contract or as required in the Contract.

If the successful firm is underwritten on a claim-made basis, the retroactive date shall be prior to, or coincident with, the date of this Contract and the Certificate of Insurance shall state that coverage is claims made and also the retroactive date. The successful firm shall maintain coverage for duration of this Contract. The successful firm shall provide the City annually a Certificate of Insurance as evidenced of such insurance. It is further agreed that the successful firm shall provide the City a 30-day notice of aggregate erosion, an advance of the entroactive date, retroactive date, cancellation and/or renewal.

The City reserves the right to review and renegotiate the insurance requirements of this section during effective period of the Contract and to make reasonable adjustments to insurance coverages and their limits when deemed necessary and prudent by the City based upon changes in statutory law, court decisions or the claims history of the industry as well as the successful firm.

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The City shall be entitled, upon request, and without expense, to receive copies of policies and all endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations or exclusions, except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter on any of such policies.

Actual losses not covered by insurance as required by this section shall be paid by the successful firm.

### PROPOSING FIRMS' QUALIFICATIONS

Only proposals from qualified firms will be reviewed. Minimum firm qualifications are listed in this RFP.

The firm must have been in the business of executing projects of similar nature for a minimum of five (5) years. Listed projects must be similar in size and system function, completed with the most recent five-year period and feature the same major components as proposed for this project.

The firm must provide installation personnel (direct hire and subcontractor) who have been factory certified and manufacturer approved to perform on this type of assignment. The firm must submit the manufacturer's training certifications for the firm's project manager and installing technicians assigned to the project.

Firms shall supply with this RFP a minimum of three (3) references for projects of similar size and complexity. Include a brief project description, the customer contact names, telephone and email addresses for each project reference.

### SUBMITTAL ELEMENTS AND FORMAT

Proposals from firms shall contain all information as requested herein and any additional information necessary to summarize the overall benefit of the proposal to the City. Failure on the part of a firm to provide the required documentation may be cause for rejection of the proposal. In the event of any conflict between any of the proposal documents, resolution thereof shall be in the City's sole discretion.

A proposal submittal shall be taken as prima facie evidence that the firm has full knowledge of the scope, nature, quality, and quantity of the work to be performed, and the detailed requirements and conditions under which the work is to be performed.

Proposals shall include: Supporting Documentation, Appendices, and Attachments, as

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### BODY OF SUPPORTING DOCUMENTS

The proposal body of supporting documents shall be an unbound original document with five (5) bound copies and include: Cover/Transmittal Letter, Table of Contents, and RFP Sections 1 through 8 as defined in this document. The body is limited to thirty (30) total pages (single sided).

Each new section shall start on a new page. The font size on each page shall be 11 point or larger with a minimum page margin of 1" on all sides. All pages shall be numbered in the body including Cover/Transmittal Letter and Table of Contents. If used, blank divider pages do not impact page count, and should not be paginated.

The Pricing Form exhibited hereinafter shall be bound separately from the body. All other documentation listed hereinafter which will be included as part of the proposal shall be bound together separate from the body and Pricing Form.

### **RFP SECTIONS**

Proposing firms shall include the following proposal body sections in addition to the requirements previously mentioned:

- 1. Proposal Offer Form
- 2. Proposal Pricing Stipulated Sum Form
- 3. Company Information
- 4. Conflict of Interest Questionnaire
- 5. Proof of insurance as noted herein
- 6. Initialed page of this RFP where indicated.
- 7. Proposal Bond
- 8. Appendix A Statement of Compliance

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### **EVALUATION CRITERIA**

The Airport's Evaluation Committee shall review each proposal and select the proposing firm that it determines to be the most qualified to undertake the project, in the Airport's sole discretion, pursuant to the evaluation criteria set forth in this section. A proposing firm may be required to submit additional or supplemental information to the Airport to facilitate this selection process.

An initial proposal may be rejected if it is determined by the Airport to be nonresponsive, however, the Airport reserves the right to waive any irregularities or technicalities that it determines, in its sole discretion, to be minor in nature and in the best interests of the Airport. Further, any response may be rejected if it is determined by the Airport that the proposing firm is not capable of performing the project satisfactorily or due to the failure of the proposing firm to provide information requested relating to such determination.

Proposals shall be evaluated on the basis of the following criteria:

- Responsiveness to the needs of the City both in cost and in the scope of services offered.
- Responsibility of the vendor and its experience in dealing with municipal governments on projects of similar scope, size and nature.
- Degree to which the proposal meets or exceeds the terms of the RFP.
- Vendor's fee structure shall be based on the services to be provided.

The following scoring will be used to evaluate submittals:

### 1. Project Team, Firm Qualifications, and Key Personnel - maximum 5 Points

A. <u>5 Points</u> -- Quality of references for the lead firm and other team members with particular emphasis on references for Airport Wildlife Mitigation System installation and support within the past five years and particularly where the cited systems are similar in scope to the desired wildlife mitigation system in terms of required capabilities, overall complexity, multiple airport coverage, computer operating system, and other key factors; and, how well do the stated references support the proposing firm's claims made in the RFP.

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### 2. Project Delivery Approach -- maximum 10 points

A. <u>5 Points</u> – Provide a case history which demonstrates your team's ability to respond to and successfully perform the services and provide the Airport Wildlife Mitigation System as identified in the plans and specifications. This case history shall address the following elements:

(1) concept of the project;

(2) strategy (how and why the team decided to approach the project to reach the final result);

(3) supporting tactics used to ensure a successful project (e.g. 3-D modeling, etc.);

(4) the final result of the project (was it on-time [or why not], within budget, required number of change orders, etc.;

(5) demonstrate an effective quality assurance plan with emphasis on the implementation of the design criteria and quality of installation of the systems upgrades; and

(6) the example project must have been completed within the past (3) three years.

B. <u>5 Points</u> -- Provide a project schedule which addresses key project elements and takes into consideration major elements. This schedule should be complete and represent a commitment to the project and show the ability to deliver project in a timely manner.

# 3. Project Technical Approach and Cost Saving Measures – maximum 50 Points

A. <u>10 Points</u> -- The proposed Airport Wildlife Mitigation System described design approach is an effective solution for the Airport and meets/exceeds the technical requirements.

B. <u>10 Points</u> -- The proposed Airport Wildlife Mitigation System solution is a proven technology and the system the technology selection is advantageous for long-term operations (upgrades) and maintenance.

C. <u>5 Points</u> -- Provide the status of proposed system (i.e., degree of required development and customization, number of airports at which the system is installed, years of operating experience, etc.) This information relates to the specific type of system that the firm proposes to install on this airfield.

D. <u>10 Points</u> – Equipment proposed will provide protection for the entire runway for all birds/animals listed in the RFP. System will all for programmed and on–the-fly setting modifications based on bird/animal threat. Any additional portable systems can also be programmed or changed as needed to accommodate current threats.

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E. <u>10 points</u> – System will allow for ATC control and remote control by operators on the ground, and system will allow ground operators to select appropriate setting based on type of birds/animals. Any additional portable systems can also be programmed or changed as needed to accommodate current threats remotely.

F. <u>5 Points</u> -- Discuss the challenges your team has identified on the project and how your firm/team intends to approach those issues. Identify any technical innovations, which may be incorporated and/or innovative approaches that will be used in executing the work. Also, discuss the particular expertise your firm/ team offers and how you propose to use that expertise to benefit the Airport to add value to the project.

# 4. Customer Service Philosophy / Warranty and Maintenance Plan - 15 points

A. <u>5 Points</u> – What is the demonstrated philosophy of the team toward customer service

B. <u>5 Points</u> -- Provide an example of successful and effective past warranty and maintenance service

C. <u>5 Points</u> -- What is the Proposer's long-term advantageous warranty and maintenance approach

### 5. Fee Proposal – maximum 20 points

A. <u>10 Points</u> -- Does the proposed project cost for systems, options, or alternatives match the expectations in the plans and specifications

B. <u>10 Points</u> -- Evaluation of viable and effective cost saving measures or alternatives proposed by the respondent team

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### PROPOSAL OFFER FORM

It is required the proposing firm complete, sign and submit the original of this form with the proposal form. An unsigned "Proposal Offer", late proposal response and/or a materially incomplete response shall be considered non-responsive and rejected.

Proposing firm is to type or legibly write in ink all information required below.

Company Name: Reed-Joseph International Company
Company Address: _800 Main Street, Greenville, MS 38701
Company Mailing Address (If different from physical address):
Company Phone Number: 800-647-5554
Company Fax Number:662-335-8850
Company Website:
Company Tax ID Number:64-0662028

REQUIRED SIGNATURE OF AUTHORIZED OFFEROR (Must Sign in Ink)

By signing this Proposal Offer, the proposing firm acknowledges acceptance of all terms and conditions contained herein and that prices offered were independently developed without consultation with any other Offerer or potential Offerer. Failure to sign and return this form with Proposal offer shall result in a non-responsive Proposal.

J. Barthell Joseph, III

Vice President

Printed Name of Authorized Firm Representative

Signature of Authorized Firm Representative

Title

July 15, 2016

Date

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### **PRICING FORM - STIPULATED SUM**

To:			
	Purchasing Manager		
	City of Killeen, Texas		
	207 W. Avenue D		
	Killeen, TX 76541		
Project:	Request for Proposals No.16-18 Wildlife Hazard Reduction Equipment Killeen-Fort Hood Regional Airport		
	8101 Clear Creek Road, Killeen, Texas 76549.		
Date:	July 15, 2016		
Submitted by (Full name)	<b>y</b> :		
(i un tiame)			
J. Barthell	Joseph, III		
(Full address	5)		
Reed-Joseph International Company			
800 Main S	Street		
Greenville	<u>, MS 38701</u>		
1. BASE I	PRICING PER PLANS AND SPECIFICATIONS		

a. Having examined the Place of The Work and all matters referred to in the Instructions to Proposers and the Contract Documents prepared by A/E for the above mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the defined scope of work - for the Lump Sum Amount of:

One hundred forty seven thousand two hundred ninety five **US Dollars** 

(\$ 147,295

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- b. For purposes of evaluation of the Lump Sum Amount shown above, the following is a breakdown of the amount:
  - 1) Installation of equipment on airfield

**Total price** 

One hundred seven thousand three hundred US Dollars

(\$	107,300		 ]	).
(\$_	107,300	 	 	]

2) Installation of system in the Air Traffic Control Tower

Total price

Seventeen thousand nine hundred ninety five
US Dollars

(\$\_17,995\_\_\_\_\_).

3) Training of personnel on equipment usage

Total price

No charge

US Dollars

(\$\_\_\_\_\_).

4) Warranty

Total price

<u>Twenty two thousand</u> US Dollars

(\$\_22,000\_\_\_\_\_).

Total Sum (Items 1, 2, 3, 4 should equal Lump Sum Amount from Item 1a.)

One hundred forty seven thousand two hundred ninety five
US Dollars\*

(\$\_\_\_\_147,295

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### 2. ADD ALTERNATES

Add Alternates will include but are not limited to:

c. <u>Add Alternate 1:</u> Two additional Bird Deterrent Stations with all of the features and requirements as the primary system, but mounted on trailers, so that each station can be hooked up to a vehicle and quickly moved to locations on the airfield that is not covered by the initial stations.

\_\_\_\_\_\_Thirteen thousand eight hundred forty\_\_\_\_\_\_US Dollars

(\$\_\_\_\_\_\_).

d. <u>Add Alternate 2:</u> Per year cost for a certified or otherwise qualified and trained technician to perform semi-annual maintenance inspections on the system installed.

Sixteen hundred	 	
US Dollars		

(\$\_1,600\_\_\_\_\_)

The proposer has included the required security Proposal Bond, executed certificates, and insurance requirements, as required by the Instruction to Proposers.

All applicable Federal taxes, State of Texas, Bell County, and City of Killeen taxes are excluded from the Proposal Sum.

### 3. ACCEPTANCE

This offer shall be open to acceptance and is irrevocable for ninety (90) days from the proposal closing date.

If this proposal is accepted by the owner within the time period stated above, the City will:

- Execute the Agreement within fifteen (15) days of receipt of Notice of Award.
- Furnish the required insurance certificates, and Performance and Payment bonds.
- Furnish a submittal schedule for all Technical Data Packages within ten (10) calendar days after Notice to Proceed.

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 Commence work within ten (10) days after written Notice to Proceed.

If this proposal is accepted within the time stated, and the proposer fails to commence the work or the proposer fails to provide the required Bond(s), the Proposal Bond shall be forfeited as damages to the owner by reason of our failure.

In the event our proposal is not accepted within the time stated above, the required Proposal Bond shall be returned to the undersigned, unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

### 4. CONTRACT TIME

If this Proposal is accepted, the proposer will:

- Complete the Work to achieve Final Completion of said project within 120 days of NTP, unless the period for completion is extended by an approved Change Order based upon reasonable cause and justification and in accordance with the contract.
- Agree to pay liquidated damages in the sum of \$500 for each consecutive calendar day required to complete the Work beyond Substantial and/or Final Completion, as applicable, or as extended by an approved Change Order.

### 5. ADDENDA

The following Addenda have been received. The modifications to the Proposal Documents noted below have been considered and all costs are included in the Lump Sum amount of the proposal.

Addendum No.	_ Dated	, 2016
Addendum No	_ Dated	, 2016
Addendum No	_ Dated	<u>,</u> 2016
Addendum No.	_ Dated	, 2016
Addendum No.	_ Dated	, 2016

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### 6. PRICING FORM SIGNATURE(S)

The Corporate Seal of

Reed-Joseph International Company (Proposing Firm - print the full name of your firm)

Was hereunto affixed in the presence of:

Clarke T. Reed	President	
(Authorized signing officer)	(Title)	

(Seal)

J. Barthell Joseph, III	Vice President
(Authorized signing officer)	(Title)

If the Proposal is a joint venture or partnership, add additional forms of execution for each member of the joint venture in the appropriate form or forms as above.

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### **COMPANY INFORMATION**

1.	Company Legal Name: <u>R-J INTN'L, Inc.</u>
2.	Federal Employer ID#:64-0662028
3.	Parent Company (if applicable):
4.	Year Founded: 1953
5.	Years of Experience providing Wildlife Hazard Reduction Equipment: <u>63</u>
6.	Address: 800 Main Street
	Greenville, MS 38701
7.	Phone:800-647-5554
8.	Fax: <u>662-335-8850</u>
9.\	Nebsite:www.reedjoseph.com
10	Contracting License #:State: Classification:
11	.Company Type: <u>x</u> CorporationPartnership LLCESOP Sole ProprietorWholly-Owned SubsidiaryJoint Venture

12. Officers and Owners (list all officers and/or owners with greater than 10% ownership).

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NAME	TITLE	OWNERSHIP%
Clarke T. Reed	President	50%
J. Barthell Joseph, III	V.P. and Trustee of J.B. Je	oseph, Jr. Residuary Trust 50%
· · · · · · · · · · · · · · · · · · ·	·····	
12 Drimen : pointe of conto	at within your organization t	for this project:

13. Primary points of contact within your organization for this project:

NAME	PHONE/FAX	EMAIL	POSITION
Barthell Joseph	800-647-5554	jbj3@reedjoseph.com	Vice President
Gwen Toler	800-647-5554	gwen@reedjoseph.com	Secretary

### SURETY AND BONDING

14. What projects does your organization have under way as of this date?

Contract Amount	Type of Work	Date Completed	Owner's Name & Contact Info
\$82,855	Replace existing Scare Wars system	Not complete	BWI Airport, MD Robin Bowie

15. Can you company furnish a Payment and Performance Bond: <u>X</u>Yes\_\_\_\_No

16. Surety Company (indicate if none): None

17. Surety broker / agent contact:\_\_\_\_\_\_

18. Bonding Capacity: \_\_\_\_\_Per Job \$\_\_\_\_\_

Aggregate \$\_\_\_\_\_

19.Bond Rate (per thousand):\_\_\_\_\_

20. Provide a letter from your surety confirming your capacity and good standing.

REFERENCE

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21. List 3 similar projects you have completed within the last 5 years and contact information for each.

PROJECT	LOCATION	POINT OF CONTACT	PHONE NUMBER	EMAIL
Replace Scare Wars system	Patrick AFB, FL	SMSgt David Erickcon	321-494-7474	david.erickson.5 @us.af.mil
Install Scare Wars system	Vandenberg AFB, CA	Mr. Richard Czap	805-606-6287	richard.czap.1 @us.af.mil
Replace Scare Wars system	BWI Airport, MD	Ms. Robin Bowie	410-859-7103	rbowie@ bwiairport.com

The signatory of this questionnaire guarantees the truth and accuracy of all statements herein made and all answers herein expressed.

Dated this day of \_\_\_\_\_\_15 2016 Bv Title residen ice STATE OF <u>MISSISSIPPI</u> COUNTY OF WASHINGTON Subscribed and sworn to before me this <u>15</u> day of

JULY <u>, 2016</u>.

Dwandolgn /0 Notary Public

Ine 26, 2020 My commission expires:

Initial



### **APPENDIX A**

The proposing firm certifies compliance with the standards and requirements set forth in this REQUEST FOR PROPOSALS NO. 16-18				
Printed Firm Name: <u>Reed-Joseph International Company</u>				
THE PROPOSING FIRM CERTIFIES COMPLIANCE WITH REQUEST FOR PROPOSALS NO. 16-18				
<u> </u>				
YES, WITH STATED EXCEPTIONS				
Certified by Barthell Joseph Printed Name				
Certified by				
A STATEMENT OF EXCEPTIONS, EXCLUSIONS OR ITEMS FOR				

### WHICH COMPLIANCE CANNOT AND / OR IS NOT INTENDED IS LISTED BELOW:

# EXCEPTIONS: Specification Exception Note Image: Specification Image: Specification

Use additional sheets if needed.



The following days are recognized as City-paid holidays:				
<u>Holiday</u>	Dates Observed			
New Year's Day	January 1			
Martin Luther King Day	3 <sup>rd</sup> Monday in January			
President's Day February Good Friday Memorial Day Independence Day Labor Day Columbus Day	3 <sup>rd</sup> Monday in Friday before Easter Last Monday in May July 4 1 <sup>st</sup> Monday in September 2 <sup>nd</sup> Monday in October			
Veteran's Day	November 11			
Thanksgiving Day	4 <sup>th</sup> Thursday in November Day after Thanksgiving			
Christmas Eve	Day before Christmas			
Christmas Day	December 25			

The proposing firm and acknowledges and will observe the City of Killeen holidays. If work must be accomplished during any of these holidays, the successful firm will request in writing client approval 48 hours prior to scheduling work activities.

Proposing Firm \_\_\_\_\_ Reed-Joseph International Company

Authorized Signature

Print Name and date J. Barthell Joseph, III

July 15, 2016



# CONFLICT OF INTEREST QUESTIONNAIRE, FORM CIQ

Chapter 76 of the Texas Local Government Code requires certain persons who wish to conduct business or be considered for business with a city to file a "conflict of interest questionnaire." The Texas Ethics Commission (TEC) created the conflict of interest questionnaire (FORM CIQ). These laws are codified in Chap. 176 of the Texas Local Government Code.

#### What vendors/persons are subject to Chapter 176?

The word "person" includes a partnership, corporation or other corporate body, including those performing professional services. Such partnerships or corporations act through individuals, but it is the partnership or corporation that would be seeking to do business with the city.

- Any "person" who contracts or seeks to contract for the sale or purchase of property, goods, or services with a local governmental entity
- An agent of a person who contracts or seeks to contract for the sale or purchase of property, goods, or services with a local governmental entity
- A vendor shall file a completed conflict of interest questionnaire if the person has a business relationship with a local governmental entity and:
  - (1) has an employment or other business relationship with an officer of that local governmental entity, or a family member of the officer that results in taxable income exceeding \$2,500 during the 12 month period preceding the date a contract is executed or a contract is being considered; Local government officer means a member of the governing body, a person designated the executive officer or an agent (including an employee) who exercises discretion in the planning, recommending or contracting of a vendor. or
  - (2) has given an officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value of more than \$100in the 12 month period preceding the date a contract is executed or a contract is being considered.

### What triggers the requirement to file a "conflict of interest questionnaire"?

When a person begins (1) contract discussions or negotiations with the city or (2) submits an application, response to request for proposals or bids, correspondence, or another writing related to a potential agreement, Form CIQ must be completed. Whether the person initiates the discussion or the city initiates the discussions, Form CIQ must be completed. Even if the vendor has no affiliation or business relationship with an officer or employee of the city, Form CIQ must be completed and submitted.

### To what type of contracts does the bill apply?

Any written contract and any implied contract, such as purchase orders, procurement card purchases, utility purchases, or any exchange of money or other consideration for some service or property. The monetary amount or value of the contract/purchase does not matter.



#### When must a vendor file the conflict of interest questionnaire?

No later than seven days after the date the person: (a) begins contract discussions or negotiations with the city, or (b) submits an application or response to a request for proposals or bids, correspondence, or another writing related to a potential agreement with a city, or (c) becomes aware of an employment relationship with a local government officer or family member of the officer, or (d) becomes aware of a qualifying gift.

#### What has to be revealed?

Section 176.006 requires disclosure of a person's employment or business relationships. This includes each employment or business relationship with a corporation or other business entity with respect to which a local government officer services as an officer or director or holds an ownership interest of 10% or more.

### How do I go about filling out the Conflict of Interest Questionnaire form?

Each number below corresponds with the number on FORM CIQ:

- 1. Fill in the full name of the person who is trying to do business with the City. If the person is a corporation, partnership, etc., then it is the name of that corporation, partnership, etc., that is required on Form CIQ.
- 2. Check box if the form is an update to a form previously completed. Updates are required by the 7<sup>th</sup> business day after an event that makes a statement in a previously filed questionnaire incomplete or inaccurate. Updates are also required by September 1 of each year in which the person submits a proposal, bid or response to the City of Killeen or begins contract discussions or negotiations with the City.
- 3. Complete this Section by listing the name of the local government officer (member of City Council, City Manager or an employee who exercises discretion in the planning, recommending or contracting of a vendor) with whom there is an affiliation to or business relationship and you checked the "Yes" box in Section 3 A, B, or C. If there is more than one local government officer (City Council, City Manager or an employee who exercises discretion in the planning, recommending or contracting of a vendor) with whom there is an affiliation or business relationship, more than one page two may be needed to provide information on each local government officer.
- 4. State whether the local government officer named on the form receives or is likely to receive taxable income, other than investment income, from the vendor filing the questionnaire.
- State whether the filer receives or is likely to receive taxable income, other than investment income, from or at the direction of the local government officer named on the form AND the taxable income is not received from the local governmental entity.
- 6. State whether the filer is employed by a corporation or other business entity with which the local government officer serves as an officer or director or holds an ownership interest of 10% or more.
- 7. Describe each employment or business relationship with the local government officer named on the form.
- 8. Signature box. Person completing form must date and sign the form. If the form is being completed for a corporation, partnership, etc. The person signing should be someone who is authorized to act on behalf of the corporation, partnership, etc.



A signature is required in box #4 regardless of any other entry on the form. A copy of Chapter 176 of the Texas Local Government Code can be found at: http://www.statutes.legis.state.tx.us/SOTWDocs/LG/htm/LG.176.htm



CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental antity	FORM CIG
his questionnaire reflects changes made to the law by H.G. 23. 64th Leg., Regular Session.	OFFICE USE ONLY
his questionnaire is being filed in accordance with Chapter 176, Local Government Code y a vendur who has a business relationship as defined by Section 176.001(1-a) with a local overnmental entity and the vendor meets requirements under Section 176.008(a).	
y law this questionnaire must be filed with the records administrator of the local governments ntity not later than the 7th business day after the date the vendor becomes aware of fasts rail require the statement to be filed. See Section 176,006(s-1), Local Government Code.	
vendor commits an offense if the vendor knowingly violates Section 176.006, Local overment Corle. An offense under this section is a misdemeaner.	
Name of vendor who has a business relationship with local governmental entity.	1
Reed-Joseph International Company	
Check this box if you are filling an update to a previously filed questionnaire.	
(The law roquires that you file an updated sumpleted questionnaire with the ap later than the 7th business day shar the date or which you became sware that the up incomplete or insocurate.)	
Name of local government officer about whom the information in this section is being disc	osed.
This section (itom 3 including subparts A, B, C, & D) must be completed for each officer employment at other business relationship as defined by Section 176.001(1-8). Local Coven pages to this Form CPO as accessary.	
A. Is the local government officer named in this section receiving or fixely to receive taxative income, from the vendor?	income, piner than swestmert
	income. Diner inan Prosimeri
income, from the ventior?	t cret the direction of the local
Income, from the vendur? Yes No B, is the vendor receiving or likely to receive taxable income, other than investment income, from	r cret live direction of the local
Income, from the vendur? Yes No B. Is the vendor receiving or likely to receive taxable income, other than investment income. from government officer named in this socilion AND the taxable income is not received from the top	n or at the cheation of the local rail governmental onity? In respect to which the local
Income, from the vendur? Yes No B. Is the vendur receiving or likely to receive taxable income, other than invastment income, from government officer named in this sociion AND the taxable income is not received from the tot Yes No C. Is the filter of this queeBoundire employed by a corporation or other business entry wi	n or at the chection of the local rail governmental onlity? In respect to which the local
Income, from the vendur? Yes No B. Is the vendur receiving or likely to receive taxable income, other than investment income, from government officer named in this social AND the taxable income is not received from the tot Yes No C. Is the filer of the questionnaire comployed by a corporation or other business entry wi government officer serves as an officer or director, or holds an ownership interest of one per	n or at the chroation of the local rail governmental onitity? In respect to which the local rent or more?
Income, tront the wonder? Yes No B. Is the wonder receiving or likely to receive taxable income, other than investment income. Inter government officer named in this socilion AND the taxable income is not received from the ice Yes No C. Is the filer of the questionnaire comployed by a corporation or other business antity will government officer serves as an officer or direction, or holds an ownership interest of one per Yes No O. Describe each employment or business and family reactionship with the local government July 15	t or at the chection of the local rail governmental onity? It respect to which the local sett or more? officer names in this section



NAME	TITLE	OWNERSHIP%
Clarke T. Reed	President	50%
J. Barthell Joseph, III	V.P. and Trustee of J.B. J	oseph, Jr. Residuary Trust 50%
	······	

13. Primary points of contact within your organization for this project:

NAME	PHONE/FAX	EMAIL	POSITION
Barthell Joseph	800-647-5554	jbj3@reedjoseph.com	Vice President
Gwen Toler	800-647-5554	gwen@reedjoseph.com	_Secretary

### SURETY AND BONDING

14. What projects does your organization have under way as of this date?

Contract Amount	Type of Work	Date Completed	Owner's Name & Contact Info
\$82,855	Replace existing Scare Wars system	Not complete	BWI Airport, MD Robin Bowie
···· · · · · · · · · · · · · · · · · ·			
<u></u>			

15. Ca	n you comp	any furnish a	Payment and	Performance E	3ond:	<u>_x</u> Yes	No
--------	------------	---------------	-------------	---------------	-------	---------------	----

16. Surety Company (indicate if none): None

17. Surety broker / agent contact:

18.Bonding Capacity: \_\_\_\_\_Per Job \$\_\_\_\_\_

Aggregate	\$
-----------	----

19. Bond Rate (per thousand):

20. Provide a letter from your surety confirming your capacity and good standing.

33

REFERENCE

Initial



21. List 3 similar projects you have completed within the last 5 years and contact information for each.

PROJECT	LOCATION	POINT OF CONTACT	PHONE NUMBER	EMAIL
Replace Scare Wars system	Patrick AFB, FL	SMSgt David Erickcon	321-494-7474	david.erickson.5 @us.af.mil
Install Scare Wars system	Vandenberg AFB, CA	Mr. Richard Czap	805-606-6287	richard.czap.1 @us.af.mil
Replace Scare Wars system	BWI Airport, MD	Ms. Robin Bowie	410-859-7103	rbowie@ bwiairport.com

The signatory of this questionnaire guarantees the truth and accuracy of all statements herein made and all answers herein expressed.

Dated this day of <u>July 15</u> 2016 Bv: Title residen rice STATE OF MISSISSIPPI COUNTY OF WASHINGTON Subscribed and sworn to before me this <u>15</u> day of , 2016. JULY Dwandalgn 10 Notary Public 26,2020 Ine My commission expires

Initial



### **APPENDIX A**

The proposing firm certifies compliance with the standards and requirements set forth in this REQUEST FOR PROPOSALS NO. 16-18
Printed Firm Name: Reed-Joseph International Company
THE PROPOSING FIRM CERTIFIES COMPLIANCE WITH REQUEST FOR PROPOSALS NO. 16-18
YES NO
YES, WITH STATED EXCEPTIONS
Certified by Barthell Joseph Printed Name
Certified by
OOV
A STATEMENT OF EXCEPTIONS, EXCLUSIONS OR ITEMS FOR

WHICH COMPLIANCE CANNOT AND / OR IS NOT INTENDED IS LISTED BELOW:

EXCEPTIONS: Specification	Exception	Note

Use additional sheets if needed.



	es Olivessid helidever				
The following days are recognized as City-paid holidays:					
Holiday	Dates Observed				
New Year's Day	January 1				
Martin Luther King Day	3 <sup>rd</sup> Monday in January				
President's Day	3 <sup>rd</sup> Monday in				
February Good Friday	Friday before Easter				
Memorial Day	Last Monday in May				
Independence Day	July 4				
Labor Day	1 <sup>st<sup>°</sup> Monday in September</sup>				
Columbus Day	2 <sup>nd</sup> Monday in October				
Veteran's Day	November 11				
Thanksgiving Day	4 <sup>th</sup> Thursday in November				
·	Day after Thanksgiving				
Christmas Eve	Day before Christmas				
Christmas Day	December 25				

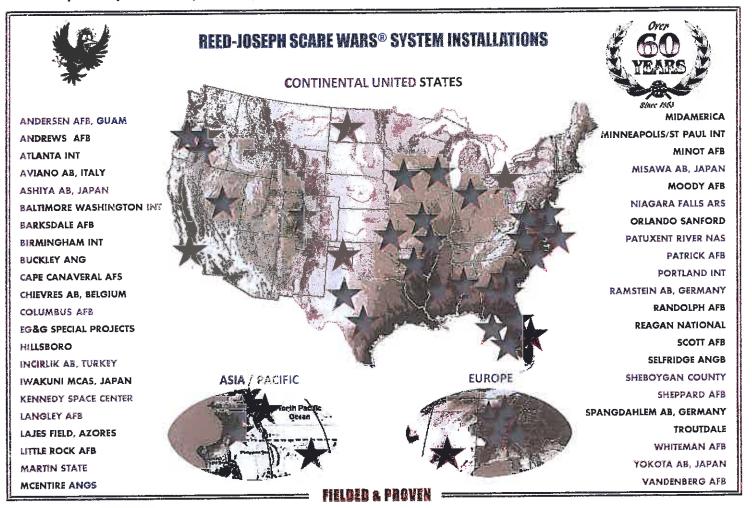
The proposing firm and acknowledges and will observe the City of Killeen holidays. If work must be accomplished during any of these holidays, the successful firm will request in writing client approval 48 hours prior to scheduling work activities.

Proposing Firm Reed-Joseph International Company

Authorized Signature	XXXXXE
	00 00
Print Name and date	J. Barthell Joseph, III July 15, 2016

# **REED-JOSEPH INTERNATIONAL COMPANY**

The Reed-Joseph International Company's digitally controlled **Scare Wars® System** is designed to assist you to effectively combat the bird and wildlife threats at your airfield. It has proven successful all over the world. We have integrated the best available technologies in both hardware and software to give you the most efficient bird and wildlife control system available on the market today. We are especially proud and excited to introduce our *new Scare Away® R4* **Cannon** which is completely electric with no moving parts, and is described on the back here. It is the latest addition to our Scare Wars® System which is designed to operate at maximum readiness and successfully reduce bird and wildlife threats at airfields just like yours. Our system is operating at worldwide locations and installations as shown below.



Each airfield is unique in both its risk and management challenges but it has been proven that the Reed-Joseph Scare Wars<sup>®</sup> System provides a solid foundation to build and implement a successful bird aircraft strike hazard (BASH) program. When installed and properly combined with the appropriate environmental activities, along with the proper mix of harassment techniques, including pyrotechnics, the Reed-Joseph Scare Wars<sup>®</sup> System will produce effective deterrent results for your aircraft operations. The Scare Wars<sup>®</sup> System provides the most cost-effective return on investment for any bird and wildlife control product on the market. In addition to being there for you 24/7, Scare Wars<sup>®</sup> reduces manpower requirements and potential runway incursions, operating at optimum efficiency. See the other side for System Description.

Reed-Joseph and its staff are recognized as bird and wildlife control experts. We have been providing sound and motion technologies to successfully disperse bird and wildlife threats for over 60 years. Reed-Joseph International Company has experience working with all types of airports and all types of organizations, including government agencies at all levels.



# The Reed-Joseph International Company Offers the Latest and Best in Bird & Wildlife Control Systems and Products

Tel: 1-800-647-5554

Fax: 662-335-8850

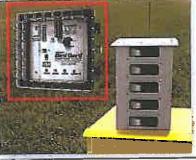
P.O. Box 894, Greenville, MS 38702

sales@reedjoseph.com www.reedjoseph.com

# **SCARE WARS® SYSTEM DESCRIPTION**











### SCARE WARS® SYSTEM REMOTE BIRD DETERBENT UNIT

Portable, secure and solar powered.

Weather proof and self-contained, 16 gauge galvanized steel.

Has two major components:

- SCARE AWAY<sup>©</sup> R4 ELECTRIC MULTI-BANG LP GAS CANNON
- ALL NEW ELECTRIC DESIGN PROVIDING GREATER EFFECTIVENESS
- BIRD GARD<sup>®</sup> DISTRESS CRY GENERATOR

FIELD TESTED SOUNDS EMPLOYED BY WILDLIFE CONTROL SPECIALISTS WORLDWIDE

## SCARE AWAY® R4 ELECTRIC MULTI-BANG LP GAS CANNON

Completely electric, with no moving parts. The loudest cannon available, with 130 dB blasts.

NEW PRODUCT

Multi-Bang technology produces random shots. The Rotomat is an electric, belt-driven platform that rotates 360°. 'SmartCannon' design turns the cannon off even if radio command is missed.

ELECTRIC DESIGN ALLOWS BETTER CANNON PERFORMANCE AND LESS MAINTENANCE

# **BIRD GARD® DISTRESS CRY GENERATOR**

Bird Gard<sup>®</sup> broadcasts crystal-clear, actual bird distress, predator and synthesized sounds, digitally recorded using advanced microchip technology.

Features programmable, multiple sounds customized to suit the specific airfield environment. Two high-output amplifiers create 125 decibels of crystal clear sound, with a frequency range of 2,000 to 5,000 hertz, specially designed for maximum effect on auditory senses.

The speaker tower has five loudspeakers on each of the four sides, for perfect 360° coverage. BIRD GARD® IS SIMPLICITY AT ITS FINEST BEING SOLID STATE WITH NO MOVING PARTS

# MASTER WORKSTATION

The Master Workstation transmits commands to Remote Bird Deterrent Units on the airfield. Operates with narrow band channel spacing. High speed, digital data transmission. Fuel gauge estimates remaining LP gas in each Remote Bird Deterrent Unit. Triple redundancy, assuring more reliable radio transmission.

CUSTOMIZED AIRFIELD DIAGRAM SHOWING EACH UNIT'S LOCATION ON THE AIRFIELD

# HANDHELD TRANSMITTER

Allows the Scare Wars<sup>®</sup> System to be activated from anywhere on the airfield. Excellent RF specifications. Secure, customer designated frequency. Rechargeable, rugged, and reliable. It is synthesized programmable; power output is selectable, with narrow band channel spacing.

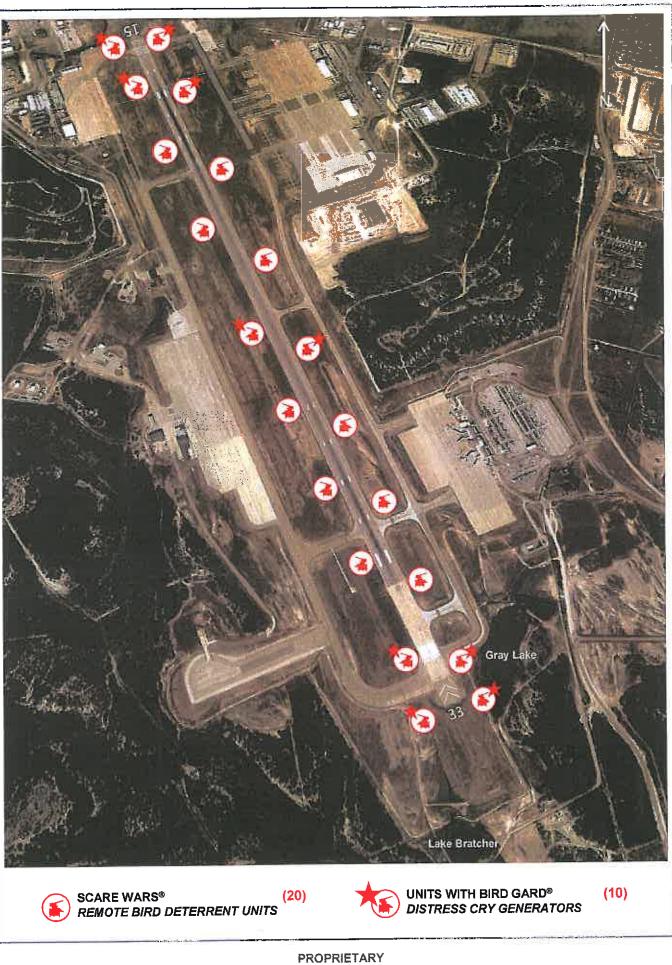
CAN CONTROL INDIVIDUAL UNITS, GROUPS, OR ALL UNITS WITHOUT RESTRICTION

The Reed-Joseph Scare Wars<sup>®</sup> System is tested, proven, and fielded at airports and bases around the world. We are the nation's oldest and largest distributor of bird and wildlife control devices, offering a wide range of products and services to assist you in planning, implementing, or augmenting your BASH program. Airfield bird and wildlife control is a constantly changing and evolving process, with varying factors and ever changing dynamics, affecting your safety. So always remember that the Reed-Joseph Scare Wars<sup>®</sup> System is there for you 24 / 7... and Reed-Joseph is there for you when you need us ...

# ... Reed-Joseph International Company: Serving and Protecting Aviation Assets for Over 60 Years ...

### PROPRIETARY

# AIRFIELD DIAGRAM - KILLEEN-FORT HOOD REGIONAL AIRPORT



### **CERTIFICATE OF INTERESTED PARTIES**

FORM 1295

L				<u></u>	1 of 1		
F	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.		CE	OFFICE USE RTIFICATION			
1	Name of business entity filing form, and the city, state and coun of business.	itry of the business entity's place	ss entity's place Certificate N 2016-90849				
	Reed-Joseph International Co. Greenville, MS United States		Date Filed:				
2	Name of governmental entity or state agency that is a party to th being filed.		6/2016	:			
	Killeen-Fort Hood Regional Airport	Date Acknowledged:					
3	Provide the identification number used by the governmental enti- description of the services, goods, or other property to be provide	ity or state agency to track or identify ded under the contract.	/ the c	ontract, and pro	vide a		
	RFP 16-18 Wildlife Hazard Reduction Equipment						
4		alter Chester Country (place of busir	2001	Nature o (check a	f interest		
	Name of Interested Party	City, State, Country (place of busin	essi	Controlling	Intermediary		
-							
		*					
		-					
-							
5	Check only fighted is NO http://www.			·····			
6		affirm, under penalty of perjury, that the	above	disclosure is true	and correct.		
	AFFIX NOTARY STAMP / SEAL ABOVE						
Ē	Sworn to and subscribed before me, by the said <u>Darth Liling</u> , to certify which, witness my hand and seal of office.	N. John this the o	28#	day of <u>J</u>	<u>نان</u>		
	20, to certify which, withess my hand and sear of onice,						
	Signature of officer administering oath Printed name of o	officer administering oath T	itle of c	officer administeri	ing oath		



# City of Killeen

# Legislation Details

File #:	RS-16-099	Version: 1	Name:	Trimmier Rd Widening Change Order No. 10			
Туре:	Resolution		Status:	Resolutions			
File created:	7/18/2016		In control:	City Council			
On agenda:	8/23/2016		Final action:				
Title:		nemorandum/reso , Inc. for the Trimr		g the execution of Change Order No. 10 to McLean ning Project.			
Sponsors:	Public Works Department, Transportation Division						
Indexes:	Trimmier Road Widening						
Code sections:							
Attachments:	Council Mem	norandum					
	Change Ord	<u>er</u>					
	Bid Items						
	Certificate of	Interested Parties	<u>8</u>				
Date	Ver. Action I	Зу	Ac	tion Result			
8/16/2016	1 City Co	ouncil Workshop					

### CITY COUNCIL MEMORANDUM

### AGENDA ITEM AUTHORIZE THE EXECUTION OF CHANGE ORDER NO. 10 TO MCLEAN CONSTRUCTION, INC, FOR THE TRIMMIER ROAD WIDENING PROJECT

### ORIGINATING DEPARTMENT PUBLIC WORKS - TRANSPORTATION DIVISION

### BACKGROUND INFORMATION

Due to the increasing volumes of traffic on and around Trimmier Road, on March 26, 2013, the City Council authorized staff to enter into a Professional Services Agreement with Mitchell and Associates, Inc., to prepare the designs for road widening and additional access improvements along Trimmier Road spanning from Jasper Drive to Elms Road. On September 23, 2014, the City Council authorized awarding a construction contract to McLean Construction, Inc. in the amount of \$6,845,845.00 (CCM/R 14-129R).

### DISCUSSION/CONCLUSION

Change Order No. 10 modifies plan quantities for items of work to the City's Trimmier Road Widening project to upgrade the existing traffic signalization and intersections contemplated by the project design. Plan quantities modified include additional conduit and wiring originally not part of the original plans. The additional quantities are needed to ensure connectivity of the new intersections to the City's existing signalization system and Traffic Management Center. The additional wiring is also necessary to prevent maintenance issues associated with the original design that provided for splicing wires, rather than utilizing separate wires. Finally, the change order includes costs associated with the temporary relocation of a traffic signal cabinet located at Bacon Ranch Road that will enable the intersection to remain functional while new storm drainage is installed along the east side of Trimmier Road and includes additional pedestrian poles for pedestrian crossings at the affected intersections which are required by new regulations.

In essence, denial of this item will result in non-optimal intersection signal performance, additional future maintenance costs, a shorter lifespan for related infrastructure, and the inability to comply with state regulations.

### FISCAL IMPACT

The total cost of the project before this Change Order request was \$7,453,749.05. The total cost of this change is a net increase in the amount of \$128,861.10, resulting in a total contract price of \$7,582,610.15 or a cumulative 10.76% increase to the original contract. Funding is available in the Certificate of Obligation 2014, Trimmier Bond account number 347-3490-800.58-76.

### RECOMMENDATION

City staff recommends the City Council authorize the City Manager to execute Change Order No. 10 with McLean Construction, Inc., increasing the cost of the contract by \$128,861.10.

### **CHANGE ORDER**

No. <u>10</u>\_\_\_\_\_

OWNER: CITY OF KILLEEN	
CONTRACTOR: McLean Construction, Inc	
Contract: <u>CSJ 0909-36-147</u>	RPIC: William K. Swearingen, Jr., P.E.
Project: Trimmier Road Widening	-
OWNER's Contract No. 313-002	OWNER's Bid No. 14-14
ENGINEER: William K. Swearingen, Jr, P.E.	ENGINEER's Contract No. N/A
-	

You are directed to make the following changes in the Contract Documents:

<u>Description</u>: This change order is to add bid item quantities to Trimmier Road portion of the Trimmier Road Widening project.

<u>Reason for Change Order:</u> The changes will add items relating to the traffic signalization at Elms Road, Weiss Drive and Bacon Ranch Road intersections at Trimmier Road in addition to additions and deductions in bid quantity items.

Attachments: Bid Items worksheet.

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price \$6,845,845.00	Original Contract Times: Substantial Completion: 572 Ready for final payment: 602 (days or dates)
Net Increase (Decrease) from previous Change Orders         No.       1       to       9       :         \$       607,904.05         Contract Price prior to this Change Order:       \$       7,453,749.05	Net change from previous Change Orders No1 to         No9:         Substantial Completion:373         Ready for final payment:373         (days)         Contract Times prior to this Change Order:         Substantial Completion:945         Ready for final payment:975         (days or dates)
Net increase (decrease) of this Change Order: \$128,861.10	Net increase (decrease) this Change Order:       Substantial Completion:       0       Ready for final payment:       0       (days)
Contract Price with all approved Change Orders: \$7,582,610.15	Contract Times with all approved Change Orders: Substantial Completion: <u>945</u> Ready for final payment: <u>975</u> (days or dates)

### **RECOMMENDED:**

By: \_\_\_\_\_\_ ENGINEER (Authorized Signature)

Date:

**APPROVED:** 

By: \_\_\_\_\_\_ TxDOT (Authorized Signature)

Date:

### ACCEPTED:

By: \_\_\_\_\_ CONTRACTOR (Authorized Signature)

Date:	

**APPROVED:** 

By: \_\_\_\_\_ OWNER (Authorized Signature)

Date:

EJCDC 1910-8-B (1996 Edition)

Prepared by the Engineers Joint Contract Documents Committee and endorsed by The Associated General Contractors of America and the Construction Specifications Institute.

### **CHANGE ORDER**

### **INSTRUCTIONS**

### A. GENERAL INFORMATION

This document was developed to provide a uniform format for handling contract changes that affect Contract Price or Contract Times. Changes that have been initiated by a Work Change Directive must be incorporated into a subsequent Change Order if they affect Price or Times.

Changes that affect Contract Price or Contract Times should be promptly covered by a Change Order. The practice of accumulating Change Orders to reduce the administrative burden may lead to unnecessary disputes.

If Milestones have been listed in the Agreement, any effect of a Change Order thereon should be addressed.

For supplemental instructions and minor changes not involving a change in the Contract Price or Contract Times, a Field Order should be used.

### B. COMPLETING THE CHANGE ORDER FORM

Engineer normally initiates the form, including a description of the changes involved and attachments based upon documents and proposals submitted by Contractor, or requests from Owner, or both.

Once Engineer has completed and signed the form, all copies should be sent to Owner or Contractor for approval, depending on whether the Change Order is a true order to the Contractor or the formalization of a negotiated agreement for a previously performed change. After approval by one contracting party, all copies should be sent to the other party for approval. Engineer should make distribution of executed copies after approval by both parties.

If a change only applies to price or to times, cross out the part of the tabulation that does not apply.

JOB NAME: TRIMMIER ROAD WIDENING - CO#
--

Line No.	Item No.	Description	Quantity	UOM	Unit Price	Reduced Amount	Added Amount	Total Amount
(15)	416 2030	DRILL SHAFT (TRF SIG POLE) (24 IN)	54	LF	190.00		10,260.00	10,260.00
(17)	416 2032	DRILL SHAFT (TRF SIG POLE) (36 IN)	-14	LF	269.00	-3,766.00		-3,766.00
(56)	618 2018	CONDT (PVC) (SCHD 40) ( 2")	424	LF	20.20		8,564.80	8,564.80
(57)	618 2019	CONDT (PVC) (SCHD 40) (2") (BORE)	317	LF	23.50		7,449.50	7,449.50
(58)	618 2022	CONDT (PVC) (SCHD 40) (3")	702	LF	30.20		21,200.40	21,200.40
(59)	618 2023	CONDT (PVC) (SCHD 40) (3") (BORE)	638	LF	25.80		16,460.40	16,460.40
(60)	618 2052	CONDT (RM) (2")	-255	LF	20.20	-5,151.00		-5,151.00
(61)	620 2007	ELEC CONDR (NO. 4) BARE	-275	LF	2.80	-770.00		-770.00
(62)	620 2008	ELEC CONDR (NO. 4) INSULATED	-550	LF	2.90	-1,595.00		-1,595.00
(63)	620 2009	ELEC CONDR (NO. 6) BARE	70	LF	2.10		147.00	147.00
(64)	620 2010	ELEC CONDR (NO. 6) INSULATED	140	LF	2.20		308.00	308.00
(65)	620 2011	ELEC CONDR (NO. 8) BARE	2,055	LF	1.40		2,877.00	2,877.00
(66)	620 2012	ELEC CONDR (NO. 8) INSULATED	2,092	LF	1.70		3,556.40	3,556.40
(68)	624 2012	GROUND BOX TY C (162911) W/APRON	1	EA	1,008.00		1,008.00	1,008.00
(69)	624 2034	REMOVE EXISTING GROUND BOXES	4	EA	168.00		672.00	672.00
(70)	628 2174	ELC SRV TY D 120/240 060 (NS)SS(E)SP(0	1	EA	5,264.00		5,264.00	5,264.00
(97)	680 2003	INSTALL HWY TRF SIG (SYSTEM)	1	EA	20,160.00		20,160.00	20,160.00
(105)	682 2043	PED SIG SEC (12")(2 IND)(HOUSING ONLY)	4	EA	477.00		1,908.00	1,908.00
(106)	682 2066	PED SIG SEC (12 IN) LED (COUNTDOWN)	4	EA	314.00		1,256.00	1,256.00
(107)	684 2010	TRF SIG CBL (TY A) (12 AWG) ( 5 CONDR)	5,539	LF	3.40		18,832.60	18,832.60
(108)	684 2012	TRF SIG CBL (TY A) (12 AWG) ( 7 CONDR)	240	LF	4.50		1,080.00	1,080.00
(109)	685 2005	RLCT RDSD FLASH BEACON ASSM(SOLAR PWRD	-1	EA	896.00	-896.00		-896.00
(110)	686 2031	INS TRF SIG PL AM(S) 1 ARM (32')	1	EA	7,840.00		7,840.00	7,840.00
(111)	686 2035	INS TRF SIG PL AM(S) 1 ARM (36')	-1	EA	8,400.00	-8,400.00		-8,400.00
(114)	687 2001	PED POLE ASSEMBLY	13	EA	3,248.00		42,224.00	42,224.00
(117)	2147 2001	VIDEO IMAGING AND RAD VEH DETECTION SY	-4	EA	9,072.00	-36,288.00		-36,288.00
(118)	6266 2005	VIVDS COMMUNICATION CABLE (COAXIAL)	840	LF	3.40		2,856.00	2,856.00
(120)	8346 2001	ETHERNET CABLE CAT 5	160	LF	3.40		544.00	544.00
(123)	8835 2001	ACCESSIBLE PEDESTRIAN SIGNAL UNITS	4	EA	1,568.00		6,272.00	6,272.00
(143.21)	7036-001	RELOCATE CONTROL BOX ON BACON RANCH	1	EA	4,987.00		4,987.00	4,987.00
		TOTAL	•			-56,866.00	\$185,727.10	128,861.10

# CERTIFICATE OF INTERESTED PARTIES

.

### FORM 1295

1 of 1

					1 07 1	
Complete Nos. 1 - 4 and 6 if there are interested Complete Nos. 1, 2, 3, 5, and 6 if there are no interested			CE	OFFICE USE		
1 Name of business entity filing form, and the ci of business.		Certificate Number: 2016-85330				
McLean Construction		2010 00000				
Killeen, TX United States	Date	Date Filed:				
<ol> <li>Name of governmental entity or state agency t being filed.</li> </ol>	07/1	07/15/2016				
City of Killeen	Date	Acknowledged:				
3 Provide the identification number used by the description of the services, goods, or other pr	governmental ent operty to be provi	ity or state agency to track or identify ded under the contract.	the co	ontract, and prov	vide a	
TXDOT CSJ 0909-36-147						
Trimmier Rd Traffic Signal Improv.						
4				Nature of	f interest	
Name of Interested Party		City, State, Country (place of busin	ess)	ss) (check applicable)		
		6		Controlling	Intermediary	
Mclean Construction		Killeen, TX United States		х		
·						
MARIO S VILLALPANDO	57					
Notary Public, State of Tex Comm. Expires 01-13-20	xas 20			5 A.M.		
Notary ID 128848540						
				0		
5 Check only if there is NO Interested Party.						
6 AFFIDAVIT	I swear, or	affirm, under penalty of perjury, that the	above	disclosure is true	e and correct.	
MARIO S. VILLALPANDO Notary Public, State of Texas My Commission Expires January 13, 2020 Signature of authorized agent of contracting business entity						
AFFIX NOTARY STAMP / SEAL ABOVE						
Sworn to and subscribed before me, by the said _ 20, to certify which, witness my hand an	Stelle.	Shepherd_, this the	21	day of	ILY.	
Signature of officer administering oath	Marco Printed name of c	officer administering oath	itle of o	fficer administerin	ng oath	

City of Killeen								
				L	egislation [	Details		
File #:	RS-	16-100	Version:	1	Name:	KAAC lease amendment No.1 wit	h Bell County	
Туре:	Res	olution			Status:	Resolutions		
File created:	8/10	/2016			In control:	City Council		
On agenda:	8/23	/2016			Final action:			
Title:						g a lease agreement amendment wit & Activities Center.	h Bell County	
Sponsors:	Com	nmunity De	evelopment					
Indexes:								
Code sections:								
Attachments:	<u>Cou</u>	ncil Memo	orandum					
	Leas	se Agreen	nent Amend	men	<u>t</u>			
Date	Ver.	Action By	/		A	ction	Result	
8/16/2016	1	City Cou	incil Worksh	юр				

### CITY COUNCIL MEMORANDUM

#### AGENDA ITEM

Authorize Lease Agreement Amendment No. 1 with Bell County Human Services at the Killeen Arts & Activities Center

#### ORIGINATING DEPARTMENT Community Development

#### BACKGROUND INFORMATION

The City Council approved the lease agreements and amendments on July 26, 2016, for tenants occupying space at the Killeen Arts & Activities Center (KAAC). The leases were for a period of three years, expiring in July and August 2019.

#### DISCUSSION/CONCLUSION

Upon further consideration, Bell County would like to propose different terms than were approved on July 26, 2016. The county would like to propose a one-year term with two (2) additional one (1) year terms for your consideration. During council discussion it was mentioned several times that council would have liked to see a shorter lease term for consideration. This proposal accomplishes that.

#### FISCAL IMPACT

The increase to the monthly rent from sixty-three (63) cents per square foot to seventy (70) cents per square foot went into effect August 1, 2016. The total monthly rent expected to be received from Bell County is \$4,140.14. All utilities that are not directly billed to Bell County will be prorated based on the square foot of space that they occupy and will be billed in arrears by the City of Killeen.

#### RECOMMENDATION

Staff recommends that council approve this lease amendment with Bell County and authorize the interim city manager to execute the lease agreement - Amendment No.1 with Bell County for the space at the Killeen Arts & Activities Center occupied by Bell County Human Services.

WHEREAS, the City of Killeen (Lessor) and Bell County Human Services, also known as Killeen HELP Center (Lessee) entered into a Lease Agreement effective August 1, 2011, for the lease of real property at 802 N. Second Street, in Killeen, Bell County, Texas, and the structure commonly known as the Killeen Arts and Activities Center; and addressed as 718 North Second Street, Suite B and

**WHEREAS,** pursuant to the provisions of this Amendment, the parties desire to amend and extend the term of the Original Lease Agreement as previously amended.

### NOW, THEREFORE, WITNESSETH:

Effective July 31, 2016, the Lease Agreement, as amended herein, will continue in full force and effect, for an additional term of one year (1) year, beginning August 1, 2016, and continuing until July 31, 2017, and with two (2) additional one (1) year terms. Lessee must provide Lessor with written notice of its intent to extend the lease no later than six (6) months before the initial expiration date or the expiration date of any successive term unless sooner terminated under the terms of the Original Lease. Lessor and Lessee agree that the Original Lease is further amended as follows:

I. Article III, Paragraph A is hereby amended to read as follows:

### A. Monthly Rent

On or before the first of each month during this lease, Lessee will pay Lessor <u>four</u> thousand, one hundred forty dollars and 14/100 dollars (\$4,140.14) three- thousand seven hundred forty-seven and 28/100 dollars (\$3,747.28), with the first month's rent due on or

before August 1, 2011. It is expressly understood that any payments by Lessee under this agreement, whether rent or otherwise shall be from currently budgeted funds, as provided in Article X, Section H.

### **II.** Article III. Paragraph B is hereby amended to read as follows:

### B. Place of Payment

All payments to Lessor under this lease shall be payable to Lessor at the following, unless Lessor shall specify otherwise in writing:

By mail:	In Person:
City of Killeen	City of Killeen
Attn: Finance Department	Finance Department
P.O. Box 1329	802 North Second Street, Building E
Killeen, TX 76540	City Hall, Third Floor
	Killeen, TX 76541

**III.** Article III. Paragraph D is hereby amended to read as follows:

### D. Utilities

(1) Subject to paragraph (2) below, Lessee shall pay and be responsible for the following utility charges: water, sewer, electric, gas, trash, telephone, cable, and any other utilities not listed herein. The responsible party shall pay the charges directly to the utility service provider <u>or Lessor</u>, if Lessor holds the account for metering devices. If so, Lessee will be charged for those utilities on a square foot cost of rentable area usage. The responsible party may select the utility service provider, except that if Lessee selects the provider, any access or alterations to the property or leased premises necessary for the utilities may only be with Lessor's prior consent, which will not be unreasonably withheld. If Lessor incurs any liability for charges, including but not limited to service, connection or maintenance, for a utility service for which Lessee is responsible, and Lessor pays said amount, Lessee shall immediately upon written notice from Lessor reimburse Lessor such amount.

**IV.** Article VI. Paragraph C is hereby amended to read as follows:

### C. Locks and Security Devices

Lessee may not alter any locks or any security devices on the property or the leased premises without Lessor's consent. If Lessor authorizes the changing, addition or rekeying of any locks or other security devices, Lessee must immediately deliver the new keys and access devices to Lessor. Lost key replacement will be charged to Lessee in accordance with the Rents and Fees Schedule depicted on Exhibit "B" attached hereto and incorporated herein by reference.

**V.** Article VI. Paragraph F is hereby amended to read as follows:

### F. Maintenance and Repair Obligations

(1) Lessee shall permit Lessor and Lessor's agents, representatives and employees to enter into and on the premises at reasonable times to inspect them, to perform required <u>preventive</u> maintenance, and repair, to make additions or alterations to any part of the property in which the leased premises are located, to remodel the premises, to perform any other action necessary to protect Lessor's interest in the property, or to perform any of Lessor's duties under this lease. Lessor may, in connection with such alterations, additions or repairs, erect scaffolding, fences and similar structures, post relevant notices, and place movable equipment without any obligation to reduce Lessee's rent for the leased premises during such period, except to the extent the premises are rendered uninhabitable. Lessor agrees to make a reasonable effort to avoid substantial interference with Lessee's ordinary use of the leased premises.

(2) <u>Lessee is responsible for disposal of its own trash accumulation at its own expense.</u> Lessee must keep the leased premises clean and sanitary, and promptly dispose of all garbage <u>and recyclables</u> in appropriate receptacles. <u>The accumulation of trash or recycling</u> <u>materials is not allowed in any room, closet, stairwell, or other locations on the premises</u>. Lessee will provide, at its expense, janitorial services to the leased premises that are customary and ordinary for the property type. Lessee will maintain any grease trap on the property which Lessee uses, including but not limited to periodic emptying and cleaning, as well as making any modification to the grease trap that may be necessary to comply with any applicable law, said reimbursement to come from currently budgeted funds.

\*\*\*\*\*\*\*

(4) Lessee shall be responsible, at its expense, to maintain and repair the following specific items in the leased premises: windows, all flooring and floor coverings, all walls, doors, and ceiling free from holes, dents, scratches or other damage, interior doors, including closure devices, frames, molding, locks and hardware, signs, such as pylon, fascia, monument and door/suite, lighting to include light bulbs and tubes, permanent fixtures on the property, i.e. drinking fountains, toilet room fixtures, sinks, cabinetry, and light fixtures The Lessee is responsible for sewer clean outs that are not the result of a damaged sewer line. These items must be maintained in cleaned and good operable condition. Repairs must be completed by trained, qualified and insured repair persons. Lessee is responsible for the repair and maintenance of its personal property. Lessor shall make all other repairs to the leased premises

\*\*\*\*\*\*\*

VI. Article VII. Paragraph A is hereby amended to read as follows:

(1) <u>Without limiting Lessee's obligation to indemnify the Lessor, Lessee shall</u> provide, pay for, and maintain in full force at all times during the term of the lease agreement insurance coverage from an insurance carrier admitted to do business in the State of Texas that has at least an "A" rating with AM Best Company of its equivalent in the types and amounts as listed below. Lessee agrees to procure and maintain in force during Lessee's occupancy of the premises, at Lessee's expense, insurance of the types and in the amounts require below, and such other insurance coverage and/or higher policy limits as may be required by any holder of a deed of trust, security interest, or mortgage that may now or hereafter affect the leased premises.

### VII. Article VII, Paragraph (B) is hereby amended to read as follows:

### B. Indemnity and Hold Harmless Provisions

(1) AFTER ALL LIABILITY OR CASUALTY INSURANCE COVERAGE OF EITHER LESSOR OR LESSEE IS EXHAUSTED, LESSEE AGREES TO INDEMNIFY, DEFEND AND HOLD LESSOR HARMLESS AGAINST ANY AND ALL CLAIMS, DEMANDS, DAMAGES, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES FOR THE DEFENSE OF SUCH CLAIMS AND DEMANDS, RESULTING IN ANY INJURY OCCURRING ON ANY PORTION OF THE LEASED PREMISES, OR ARISING FROM THE CONDUCT OR MANAGEMENT OF LESSEE'S BUSINESS ON THE LEASED PREMISES, OR FROM LESSEE'S USE OF THE LEASED PREMISES, OR FROM ANY BREACH ON THE PART OF LESSEE OF ANY CONDITION OF THIS LEASE, OR FROM ANY ACT OF NEGLIGENCE OF LESSEE, ITS AGENTS, CONTRACTORS, EMPLOYEES, SUBTENANTS, CONCESSIONAIRES, LICENSEES OR INVITEES IN OR ABOUT THE LEASED PREMISES. IN CASE OF ANY ACTION OR PRECEEDING BROUGHT AGAINST LESSOR BY REASON OF ANY SUCH CLAIM, LESSEE, UPON NOTICE FROM LESSOR, AGREES TO DEFEND THE ACTION OR PROCEEDING BY COUNSEL ACCEPTABLE TO LESSOR. Lessee's obligations under this paragraph are independent of Lessee's obligation to maintain insurance herein, and will not be limited by cooperative negligence statutes or damages paid under worker's compensation or similar employee benefit acts. This paragraph shall survive the expiration or termination of this lease agreement.

(2) Landlord and Tenant agree and covenant that neither shall be liable for loss arising out of damage to or destruction of the Demised Premises or contents thereof when such loss is caused by any perils included within the State of Texas standard fire and extended coverage policy and on the condition that such a policy exists and affords coverage at the time of the loss; this agreement shall be binding whether or not such damage or destruction be caused by negligence of either party, or their agents, employees or visitors. IN WITNESS WHEREOF, the parties have executed this lease in duplicate on this \_\_\_\_\_ day of \_\_\_\_\_\_, 2016.

CITY OF KILLEEN:

Lillian Ann Farris Interim City Manager

BELL COUNTY HUMAN SERVICES

Jon H. Burrows Bell County Judge Exhibit "B"

Basic Rent	
718 North Second Street, Suite B 6,044 square feet	\$4,140.14 per month
Sundry charges	
Key replacement	\$15.00
Late Payment Penalty	

Late payment penalties shall be assessed on the total monthly rent payment: 5% of total monthly rent if paid ten (10) days after the first day of each month.



## City of Killeen

### Legislation Details

File #:	RS-16-101	Version: 1	Name:	Transportation Utility Fee
Туре:	Resolution		Status:	Resolutions
File created:	8/17/2016		In control:	City Council
On agenda:	8/23/2016		Final action:	
Title:		emorandum/reso plement aTranspo		completing the process to establish a Transportation e.
Sponsors:	Public Works	Department		
Indexes:				
Code sections:				
Attachments:	<u>14-056R</u>	orandum n Utility Fee Feas ndition Report	sibility Report	
Date	Ver. Action By	y	Ac	tion Result

### CITY COUNCIL MEMORANDUM

AGENDA ITEM

### AUTHORIZE COMPLETION OF THE PROCESS TO ESTABLISH A TRANSPORTATION UTILITY AND IMPLEMENT A TRANSPORTATION UTILITY FEE.

#### ORIGINATING DEPARTMENT Public Works

#### BACKGROUND INFORMATION

In March 2014, Kimley-Horn and Associates, Inc. (Kimley-Horn) presented City Council with information relating to infrastructure funding options. This presentation described various infrastructure financing possibilities to include utilizing property taxes; issuing Certificates of Obligation or General Obligation bonds; establishing various different types of policies (rough proportionality, traffic impact study requirements, etc.), Tax Increment Reinvestment Zones and 380 Agreements, and, finally, establishing impact fees and establishing a transportation utility and implementing a transportation utility fee.

In May 2014, City Council authorized entering into a professional services agreement with Kimley-Horn for the development of land use assumptions and water, wastewater, and roadway impact fees under Local Government Code 395 and to determine the feasibility of a transportation utility (CCM/R 14-056R). In May 2014, City Council also authorized a separate professional services agreement with the Alliance Transportation Group to update the City's Thoroughfare Master Plan and associated CIP Plan (CCM/R 14-058R). The Thoroughfare Master Plan and associated CIP Plan (CCM/R 14-058R). The Thoroughfare Master Plan and associated CIP Plan (CCM/R 14-058R).

Throughout the remainder of 2014 and into 2015, presentations were provided to City Council relating to the establishment of a transportation utility with the City Council reaching a consensus in a workshop on July 21, 2015 to discontinue the pursuit of either of the infrastructure construction or maintenance funding options.

On August 9 and August 16, 2016, City Council reached consensus to formally determine whether the City should move forward with the establishment of a transportation utility. The purpose of this resolution is to formally establish City Council's direction in relation to completing the process to establish a Transportation Utility and implement a corresponding fee to fund the same.

#### DISCUSSION/CONCLUSION

Based on the Transportation Utility Feasibility Study completed by Kimley-Horn in December 2014, which has been included with this resolution, a Transportation Utility Fee (TUF) or Transportation User Fee (TUF) is a monthly fee based on use of the transportation system. The fees are calculated proportionately to road demand usage based on vehicle miles traveled per land use. Typically the transportation utility fee would be collected through a regular local water

bill. This fee would provide a dedicated and stable funding source for the City of Killeen to finance maintenance and operations of its transportation system. This fee has been established by several Texas cities to include Austin, Corpus Christi, and Bryan and has been considered by numerous other municipalities.

The establishment of a TUF to fund road maintenance lessens the reliance on general funds for roadway maintenance and improvements and provides a sustainable source of funding for street maintenance. A Transportation "Utility" Fee or TUF is: 1) assessed against existing users of the network, 2) a monthly fee that is not growth dependent, and 3) a resource that can be used for maintenance addressing existing capacity deficiencies.

The TUF is comprised of two main components: 1) the City's annual maintenance and operation cost associated with roadway infrastructure estimated at \$4,909,270 at the time of the feasibility study completion in December 2014; and 2) the total demand of vehicle miles within the City of Killeen, which were calculated to be 287,936 and represent the total number of vehicle miles traveled from all sources/uses (single-family, multi-family, commercial, etc.). A detailed methodology for the computation of the transportation utility cost components, vehicle-mile calculation, and transportation utility fee calculation are found within the feasibility analysis attached; however, it is important to note that the proportional share of the transportation utility is determined by the amount of vehicle-miles each parcel within the City generates. Transportation demand has been determined for each land use classification, which is based on the trip rate (average number of trips generated during the afternoon peak hour) sourced through the Institute of Transportation Engineers (ITE) Trip Generation Manual, 9<sup>th</sup> Edition. This manual utilizes trip generation studies generated throughout the United States and is the standard used by traffic engineers and transportation planners for traffic impact analysis, site design, and transportation planning.

Based on preliminary discussions with City Council, it is also critical to note that deviation from the proportional shares determined by the analysis through policy-based adjustments (i.e., modifying one land use category's proportional contribution and not adjusting all categories to the same proportional extent) leads to a disproportionate impact on the remaining classifications and would potentially invalidate the foundation upon which the transportation utility fee is established. City staff strongly recommends that, if adjustments are made or limits established, the adjustments and limits be applied proportionately across all categories.

If City Council decides to move forward with the establishment of the TUF and implementation of the corresponding fee, the next steps are as follows: 1) formally adopt the Transportation Utility Fee Feasibility Study; 2) complete draft ordinance to include determining exemptions, appeals processes, level of cost recovery, and an implementation schedule; 3) develop methodology Citywide Development; messaging/public for Database 4) develop outreach/communication campaign; and 5) although the fee is based on the City's home-rule authority, utilize the analogous statutory process provided by Texas Local Government Code (LGC), Chapter 552 to finalize the implementation process. This process is estimated to take a minimum of 3 months to complete and involves public advertising of ordinance and fee schedules, public hearings on each, and, ultimately, implementation of the fee. In accordance with the analogous requirements of LGC 552, it is recommended that all revenue realized from this fee, if established, be dedicated to the Transportation Utility developed, as is the case with the City's Drainage Utility.

As briefed to City Council in previous workshops and as documented through a pavement condition study completed by the Transmap Corporation in 2014 (attached), the need for additional street maintenance funds is a reality. This study determined that, if the City did not increase maintenance funds from historic levels (\$500,000) to a recommended \$1,750,000 per year, the cost to "fix everything" in 2013 compared to "fix everything" in 2018 would increase from \$16,800,000 to \$37,100,000. Therefore, the consequences of not providing additional funding for maintenance of the City's 500+ centerline miles of streets is the exponential decline in the condition of the City's transportation network and the exponential increase in costs associated with necessary repairs in the future. In essence, delaying maintenance through nonfunding of the same shortens the life cycle of the roadway network, estimated in 2014 to be valued at \$643,500,000, and will lead to the need for premature street reconstruction at substantially more cost than the cost associated with adequately maintaining the network through a systematic preventive maintenance program. Indirect consequences include deteriorating public satisfaction with and perception of the network, decreased quality of life, and decreased investor confidence in the City.

### **FISCAL IMPACT**

The fiscal impact of this action, if implemented, is directly determined by the level of cost recovery established by City Council. The maximum annual amount of revenue recoverable for the City's maintenance and operations cost is approximately \$4,909,000. At the 75%, 50% and 25% levels, cost recovery would be approximately \$3,700,000, \$2,400,000 and \$1,200,000, respectively. There would also be a fiscal impact associated with implementation of the fee to include, without limitation, the cost of advertising, database development, and possible professional services to facilitate the same.

### RECOMMENDATION

City staff recommends that City Council formally authorize the completion of the TUF establishment and TUF fee implementation processes, to include authorizing the City Manager to move forward with the process as detailed above.

## **Transportation Utility Feasibility Study**



## **City of Killeen, TX**

Prepared by:

# **Kimley**»Horn

Texas Registration No. 928 801 Cherry Street, Unit 11 Suite 950 Fort Worth, TX 76102 817.335.6511

December 2014

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v.	Next Steps	



### I. OVERVIEW

A Transportation Utility Fee (TUF) or Transportation User Fee (TUF) is a monthly fee based on use of the transportation system. The fees are calculated proportionately to road demand usage based on vehicle miles traveled per land use. Typically the transportation utility fee would be collected through a regular local water bill. This fee will provide a dedicated and stable funding source to the City of Killeen to finance maintenance and operations of their transportation system.

The establishment of a TUF to fund road maintenance lessens the reliance on general funds for roadway maintenance and improvements. Since the general fund is often strained with multiple requests from many departments, the allocation amount dedicated for road maintenance and operations can change every year. A TUF will prevent this reliance on year to year changes of budget allocations from the general fund.

The TUF is comprised of two main components:

 <u>Annual Cost:</u> City of Killeen's Maintenance and Operations (M&O) and Annual Capital Expenses

– The current estimate is \$4,909,270 for M&O and \$7,487,512 for Capital. This is a annual cost of \$12,396,782.

2) Total demand of <u>vehicle-miles</u> within the City limits of Killeen.

– The current estimate is 287,936 vehicle miles.

### This translates to \$3.59 per vehicle-mile per month

[\$12,396,782/287,936 vehicle-miles / 12 months].



Example Monthly Fee Calculation								
Land Use Classification	Total Monthly M&O User Fee	Total Monthly Capital User Fee	Total Monthly User Fee					
Commercial	\$ 11.65	\$ 17.78	\$ 29.43					
Industrial	\$ 6.91	\$ 10.54	\$ 17.45					
Institutional	\$ 0.68	\$ 1.04	\$ 1.72					
Lodging	\$ 2.87	\$ 4.37	\$ 7.24					
Medical	\$ 22.09	\$ 33.69	\$ 55.78					
Multi-Family	\$ 3.61	\$ 5.51	\$ 9.12					
Office	\$ 6.36	\$ 9.69	\$ 16.05					
Religious	\$ 1.65	\$ 2.52	\$ 4.17					
Single Family	\$ 5.83	\$ 8.88	\$ 14.71					

An example monthly fee calculation per development type is illustrated below:

This report consists of a detailed discussion of the methodology for the computation of utility components – Transportation Utility Cost Components, Vehicle-Mile Calculation, and Transportation Utility Fee Calculation.



### **II. TRANSPORTATION UTILITY COST COMPONENTS**

The role of NewGen Strategies and Solutions, LLC ("NewGen") in this project was to quantify both the direct and indirect costs incurred by the City of Killeen ("City") related to Streets, Traffic and Transportation services provided to its citizenry. Such costs are for consideration in establishing a Transportation Utility Fee ("TUF") for ongoing support of a separate Transportation Utility Enterprise Fund ("Transportation Utility"). NewGen's understanding of the various City operations undertaken that provide support to the Streets, Traffic and Transportation functions comes from on-site interviews with key employees from a widespread sample of City departments and an extensive document review process. The resulting costs cover a broad range of activities that include not only the direct activities, such as Street Department crews applying road subgrade material, but also the indirect activities of various overhead City departments providing support services to Street, Traffic and Transportation employees.

The Cost Summary gives a general overview and illustration of the total estimated Transportation Utility related costs. Based on the analysis as described above, the current estimate is an annual cost of approximately \$12.4M. Department-related maintenance and operations ("M&O") budget costs have been broken down into Primary and Secondary departments. Primary departments, which make up 35% of the total, are those with key roles or with budgeted costs directly attributable to the City roadways. Secondary departments include all others with support or tangential roles, but with clear contributions towards the Transportation Utility operations or employees performing Transportation Utility functions. Secondary departments account for 5% of the total. Capital component costs include both Existing and Projected Debt and also Fleet Replacement Expenses, making up 55% and 5% of the total respectively. While the actual amounts vary from year to year, these last two elements are shown as the annualized average amounts assumed for inclusion in the prospective TUF.



UMMARY					
M&O Cost Component		Total Considered		Amount Allocable	% Allocable
Primary Departments	\$	6,349,409	\$	4,312,583	67.9%
Secondary Departments		65,502,760		596,687	0.9%
Subtotal	\$	71,852,169	\$	4,909,270	6.8%
Capital Component Annualized Expenses				Amount Allocable	
Fleet Replacement				671,105	
Existing Debt (average annual)				6,178,655	
Projected Debt (average annual)				637,751	
Subtotal			\$	7,487,512	
			-	, ,	

The following table summarizes each of these cost components.

### TOTAL

12,396,782

\$

As the table above illustrates, NewGen considered various departmental budgets with a combined total of nearly \$72 million. Of this, 6.8% was ultimately directly assigned or allocated for the development of a Transportation Utility Fee. The portion of each budgeted line item was assigned or allocated using cost causal metrics as provided by City Staff. The metrics include a combination of employee time devoted to Transportation Utility activities, various activity counts, assignment of various equipment and software used for Transportation Utility operations, and identification of City facility space used by Streets, Traffic and Transportation operations. Because a full time and motion study or process mapping are both beyond the scope of this project, allocation factors used are based on staff feedback from interviews and the most appropriate data available. A table showing each type of allocation factor used is shown of the following page:



Allocation Factor Type	Method or Calculation	Description
Salary Composite	Total allocated wages <i>Divided by</i> Total wages	Produces percentage allocation applied to budgeted lines linked to earnings
Full Time Equivalent ("FTE") Composite	Total allocated FTE's <i>Divided by</i> Total FTE's	Produces percentage allocation applied to budgeted lines linked to employee count
Staff Estimates	Staff estimated time spent on Transportation Utility related activities	Produces percentage allocations of both Salary and FTE to be applied t budgeted lines as applicable
Activity Metrics	Available performance metrics used as representative basis of distributing costs among benefitting departments or divisions	Produces percentage allocation applied to budgeted lines of service providing department or division
Unrecovered Costs	Average Billed EMS Billings <i>Divided by</i> Total Fire and EMS Billing Budget <i>Times</i> % Uncollected for Fire Traffic Accident Response	Produces percentage allocation applied to Fire for budgeted lines linked to earnings or employee cou and to the entire budget for EMS Billing
Special Events Labor	Annual Hours for events <i>Times</i> Average Wage or OT Rate <i>Divided by</i> Total Annual Salaries & Wages	Produces percentage allocation applied to budgeted lines linked to earnings or employee count
Indirect Cost Study Offsets	Calculates Indirect Costs of an activity to be paid by or recovered from another Utility's rates	Avoids double-recovery of indirect costs if present. Discussed more ful in later section.
Equipment Replacement Allocations	Estimated Fleet Value <i>Divided by</i> 8 (Based on 8 year average life)	Assumes full fleet replacement even 8 years and is applied only to Fleet Replacement Schedule
CIP Allocations	Reproduces Debt Schedules based on user inputs	Returns annual and/or average annu debt service revenue requirement



Detailed allocations for each budget can be found in the attached Model, but the tables below briefly outline the allocation factors and any special notes for each department considered.

Department / Cost Center	Allocation Factor(s) Used	% Allocable
	.,	100.0 %
Traffic	Salary and FTE Composites te: All Utility related	100.0 %
No	•	72 5 0/
Streets	Salary and FTE Composites	73.5 %
No		
Transportation	Salary and FTE Composites	100.0 %
No		
Street Lights	Include All	100.0 %
No	te: All Utility related	
Water Fund Street Maintenance	e Include All	100.0 %
No	te: Offset, All Utility related, fully funded elsewhere	
Solid Waste Mowing	Staff Estimate	0.0 %
No	te: Half related to Streets, but fully funded elsewhere. Can be	e updated
Drainage Supervision	Salary and FTE Composites	2.4 %
No	te: Oversight from Manager of Mowing and Drainage, Has O	Option to Offset
Public Works Administration	Staff Estimate	27.0 %
No	te: Based on level distribution between reporting units	
City Council	Staff Estimate and Indirect Offset	8.6 %
No	Based on City Manager Estimate of 15% less Indirect as <i>Let</i> .	Proxy for
City Manager	Staff Estimate and Indirect Offset	8.6 %
No	te: 15% on Utility related including regional planning efforts	less Indirect
External Asst. City Manager	Staff Estimate and Indirect Offset	5.2 %
No	te: Based on level distribution between reporting units less In	ndirect
Internal Asst. City Manager	FTE Composite, Activity Metrics and Indirect Offset	2.4 %
No		
City Auditor	Staff Estimate and Indirect Offset	3.4 %
No		5.170
Public Information	Staff Estimate and Indirect Offset	6.8 %
No		0.0 /0
	Staff Estimate and Indirect Offset	3.2 %
City Attorney		5.2 70
No		0.2.0/
City Secretary	Staff Estimate and Indirect Offset	0.3 %
No		4.0
Finance	FTE Composite, Activity Metrics and Indirect Offset	4.3 %
No		
Purchasing	FTE Composite, Activity Metrics and Indirect Offset	6.8 %
No	te: Based on Bid, Purchase Order or P-Card Processing less	Indirect



Department / Cost Cen	ter	Allocation Factor(s) Used	% Allocable
Building Services		Activity Metrics and Indirect Offset	1.5 %
-	Note:	Based on Square footage supported less Indirect	
Custodial Services		Activity Metrics and Indirect Offset	1.5 %
	Note:	Based on Square footage supported less Indirect	
Printing Services		Salary and FTE Composites and Indirect Offset	3.1 %
C	Note:		
Support Services		Salary and FTE Composites and Indirect Offset	3.2 %
	Note:		
Human Resources		Salary and FTE Composites and Indirect Offset	2.8 %
	Note:		
Information Technology		Activity Metrics and Indirect Offset	1.8 %
0.	Note:	Based on supported software/platforms less Indirect	
Parks Administration		Special Events Labor	0.8 %
	Note:	Based on Staff estimates of time for Special Events su	pported
Planning and Developmer	nt	Staff Estimate and Indirect Offset	2.9 %
	Note:	Based on Staff Estimate by employee less Indirect	
Community Development		No Allocation	0.0 %
	Note:	Can be added in later years if justified	
Fire Department		Unrecovered Costs for Road Hazard Clean Up	0.2 %
Ĩ	Note:	Based on Uncollected Fire Traffic Accident Response	Billings
EMS Billing-Collection		Unrecovered Costs for Road Hazard Clean Up	0.3 %
C	Note:	Based on Uncollected Fire Traffic Accident Response	Billings
Police Department		Special Events Labor	0.0 %
	Note:	Based on Staff estimates of Time for Special Events su	upported
Municipal Court		No Allocation	0.0 %
1	Note:	Can be added in later years if justified	
Code Enforcement		No Allocation	0.0 %
	Note:	Can be added in later years if justified	
Employee Asst. Program		FTE Composites	4.8 %
	Note:	Based on Employee Counts	
General Administration		Activity Metrics and Indirect Offset	1.5 %
	Note:	Based on Square footage supported less Indirect	
Electricity		All Related Included	10.2 %
2	Note:	All Traffic Signal and Street Lighting Accounts Includ	led
Bell County Community (	Center	No Allocation	0.0 %
	Note:	Can be added in later years if justified	
City Hall		FTE Composites and Indirect Offsets	3.1 %
•	Note:	Based on Organizations with Employee Allocator less	Indirect
Public Services		FTE Composites	0.0 %
	Note:	Based on FTE Allocator for Help Center – Utilities Ac	count



Department / Cost Center Allocation Factor(s) Used % Alloca					
Municipal Annex		FTE Composites and Indirect Offsets	3.1 %		
		Based on Organizations with Employee Allocator less Indirect			
Consolidated		FTE Composites and Indirect Offsets	2.1 %		
Note:		Based on FTE Allocator less Indirect			
Fleet Services		No Allocation	0.0 %		
	Note:	Utility expenses are being invoiced to Primary department budgets			

As evidenced by most of the General Fund departmental budgets included in the Table above, there is an Indirect Cost offset before determining an amount that can be included in the development of the Fee. The Indirect Costs refer to approximately \$5 million dollars of General Fund departmental costs that are already being recovered from Water and Wastewater, Solid Waste and Drainage Utilities, and Airport funds. Budgeted transfers from these funds to the General Fund effectively support over 40% of the listed General Fund departments.

If the allocation from each of the affected General Fund departments to these other funds is not included as an offset in this study, the Transportation Utility Fee would double count such costs. To curb this affect, the Project Team included an offset to any departmental budgets included in the development of the City's budgeted indirect cost allocation. However, to the extent that the current rates for Water, Wastewater, Solid Waste and Drainage do not fully include these transfers to the General Fund, the model provides for a reduction to the indirect costs to be offset. A detailed analysis can be found within the Model on the Sheet named Indirect Cost Study Impacts.



### **III. TOTAL VEHICLE-MILES CALCULATION**

The proportional share of the transportation utility is determined by the amount of vehicle-miles each parcel generates. The vehicle-miles per development unit calculation is shown in the table below.

For each land use, the development unit that defines the development's magnitude with respect to transportation demand is shown (per 1,000 sq. ft. or dwelling unit). The trip rates presented for each land use is a fundamental component of the vehicle-mile calculation. The trip rate is the average number of trips generated during the afternoon peak hour by each land use per development unit. The next column, if applicable to the land use, presents the number of trips to and from certain land uses reduced by pass-by trips since the travel demand is accounted for in the land use calculations relative to the primary trip, it is necessary to discount the retail rate to avoid double counting trips. This reduction only occurs in the commercial land use classification. The source of the trip generation data. This manual utilizes trip generation studies for a variety of land uses throughout the United States, and is the standard used by traffic engineers and transportation planners for traffic impact analysis, site design, and transportation planning.

To convert vehicle trips to vehicle-miles, it is necessary to multiply trips by trip length. The trip length values are based on the *Killeen-Temple Metropolitan Planning Organization (MPO) model.* Note these trip lengths are adjusted by 50% to account for an origin-destination reduction to avoid double counting of trips.



The following table lists the total vehicle-miles per development unit by land use classification in the City of Killeen.

Vehicle-Miles Calculation by Land Use Classification								
Land Use Classification	Development Unit	Trip Rate per Development Unit	Pass By Percentage	Trip Length	Vehicle-Miles per Development Unit			
Commercial	1000 sq. ft.	3.71	34%	3.35	8.20			
Industrial	1000 sq. ft.	0.97	0%	5.01	4.86			
Institutional	1000 sq. ft.	0.16	0%	3.00	0.48			
Lodging	1000 sq. ft.	0.60	0%	3.35	2.01			
Medical	1000 sq. ft.	5.18	0%	3.00	15.54			
Multi-Family	Dwelling Unit	0.62	0%	4.10	2.54			
Office	1000 sq. ft.	1.49	0%	3.00	4.47			
Religious	1000 sq. ft.	0.55	0%	2.10	1.16			
Single Family	Dwelling Unit	1.00	0%	4.10	4.10			

### A. PARCEL ANALYSIS

The first step in determining the total vehicle-miles was to classify each parcel of property within the City of Killeen into specific land use categories in order to ascertain the total area developed. Spatially referenced parcel data was obtained from the Bell County Appraisal District and the City of Killeen. This data included information regarding the geographic size, developed area, county's land use classification, year built and the appraised property value for each parcel of property. Using the county's land use classification and developed square footage field as a guide, the land use classification of each parcel was highlighted in four fields: *Developed, Property Description, Basic Land Use Classification and Detailed Classification*.



- *Developed:* Identifies the development status of each parcel of property as a value of "Y" or "N." Properties assigned the value of "Y" are currently developed while properties assigned a value of "N" have no development.
- *Property Description:* Offers a brief description of the type of development on each property. For example, the type of unit associated with Multi-Family Residential properties are identified as a Duplex, Multiplex, or Apartment in this field. Other descriptions identify properties as churches, schools, mobile homes, public facilities, restaurants, gas stations, warehouses, medical, lodging, automotive, etc.
- Basic Land Use: Classifies the land use of each property as Basic, Residential (Single Family or Multi-Family), Planned Development, Retail, Service or Undeveloped.
- Detailed Land Use: Offers a more detailed land use classification of each property. The land use categories include Agricultural, Commercial, Industrial, Institutional, Lodging, Medical, Office, Planned Development, Religious, Residential (Single Family or Multi-Family), and Undeveloped.

The information in the four fields listed above was established by consulting aerial imagery for each individual appraised parcel within the City of Killeen using ArcGIS.

The City of Killeen contained 46,354 parcels of which 40,210 parcels were identified with a land use category and development unit. The other parcels were generally considered undeveloped.



The following table lists the total developments by land use category in the City of Killeen.

Parcel Analysis						
Land Use Classification	Total Area (Sq. Ft.)	Total Parcels	Development Units	Total Development		
Commercial	9,269,537	937	1000 sq. ft.	9,269.54		
Industrial	2,941,884	160	1000 sq. ft.	2,941.88		
Institutional	1,920,421	61	1000 sq. ft.	1,920.42		
Lodging	1,183,636	36	1000 sq. ft.	1,183.64		
Medical	481,490	29	1000 sq. ft.	481.49		
Multi-Family	15,386,171	3,303	Dwelling Unit	13,505.00		
Office	1,351,662	214	1000 sq. ft.	1,351.66		
Religious	1,239,162	100	1000 sq. ft.	1,239.16		
Single Family	59,607,732	35,370	Dwelling Unit	35,370.00		
Total	95,139,406	40,210				

### **B.** TOTAL VEHICLE-MILES

Utilizing the parcel analysis the total development units were multiplied by the total vehicle-miles per development unit by land use category to determine the total vehicle-miles as shown in the table below.

Vehicle Mile Calculation						
Land Use Classification	Development Unit	Trip Rate	Pass By	Trip Length	Total Vehicle Miles	
Commercial	1000 sq. ft.	3.71	0.34	3.35	76,036.25	
Industrial	1000 sq. ft.	0.97	0	5.01	14,296.67	
Institutional	1000 sq. ft.	0.16	0	3.00	921.80	
Lodging	1000 sq. ft.	0.6	0	3.35	2,379.11	
Medical	1000 sq. ft.	5.18	0	3.00	7,482.35	
Multi-Family	Dwelling Unit	0.62	0	4.10	34,329.71	
Office	1000 sq. ft.	1.49	0	3.00	6,041.93	
Religious	1000 sq. ft.	0.55	0	2.10	1,431.23	
Single Family	Dwelling Unit	1	0	4.10	145,017.00	
Total					287,936.06	



### **IV. TRANSPORTATION UTILITY FEE CALCULATION**

The TUF is comprised of two main components:

1) <u>Transportation Utility Cost Components (Chapter II)</u>

- The current estimate is \$12,396,782 (\$4,909,270 for M&O/\$7,487,512 for Capital)

2) <u>Vehicle Miles Calculation (Chapter III)</u>.

– The current estimate is 287,936 vehicle miles.

This translates to \$3.59 per vehicle-mile per month

[\$12,396,782 / 287,936 vehicle-miles / 12 months].

Based on the assumptions in this report the following is an example monthly fee calculation:

Example Monthly Fee Calculation					
Land Use	Total Monthly M&O	Total Monthly Capital	Total Monthly		
Classification	User Fee	User Fee	User Fee		
Commercial	\$ 11.65	\$ 17.78	\$ 29.43		
Industrial	\$ 6.91	\$ 10.54	\$ 17.45		
Institutional	\$ 0.68	\$ 1.04	\$ 1.72		
Lodging	\$ 2.87	\$ 4.37	\$ 7.24		
Medical	\$ 22.09	\$ 33.69	\$ 55.78		
Multi-Family	\$ 3.61	\$ 5.51	\$ 9.12		
Office	\$ 6.36	\$ 9.69	\$ 16.05		
Religious	\$ 1.65	\$ 2.52	\$ 4.17		
Single Family	\$ 5.83	\$ 8.88	\$ 14.71		



### V. NEXT STEPS

The following are recommended next steps:

- o Present the Transportation Utility Fee Feasibility Study
- o Begin Writing Ordinance after Feasibility of Transportation Utility Fee is Complete
- o Develop Methodology for Citywide Database Development (Implementation)
- o Develop Messaging/Public Outreach/Communication Campaign
- Refine Transportation Utility Fee Rate

 Regular
 05-13-14

 Item #
 CA-14-061

 CCM/R
 14-056

#### CITY COUNCIL MEMORANDUM FOR RESOLUTION

AGENDA ITEM

AUTHORIZE ENTERING INTO A PROFESSIONAL SERVICES AGREEMENT TO DEVELOP LAND USE ASSUMPTIONS AND WATER, WASTEWATER, AND ROADWAY IMPACT FEES IN ACCORDANCE WITH LGC CHAPTER 395, AND TO DETERMINE THE VIABILITY OF A TRANSPORTATION UTILITY FEE

#### ORIGINATING DEPARTMENT

PUBLIC WORKS

#### BACKGROUND INFORMATION

Municipalities require a range of major capital improvements, such as potable water transmission lines; sanitary sewer interceptors; pump stations and lift stations; water and wastewater treatment plants; storm drainage facilities; and roadways, to adequately meet the demands of ongoing development. Such public infrastructure is characterized by a high capital cost and a useful facility life exceeding five years. In addition to material and construction costs, other significant costs associated with capital projects include right-of-way acquisition, site entitlement, engineering, planning, and long-term project financing. Local financing of public facilities is generally built upon a foundation of three traditional planning elements: an annual budget, a capital improvements program, and a long-range visioning statement. Many local governments also adopt master plans to support the well-planned development of such public facilities.

Impact fees generally have been welcomed by local governments as a valuable tool in financing facilities and other capital projects. Impact fees shift a portion of the cost of providing capital facilities to serve new growth from the general tax base or utility fees, to the new development specifically generating the demand for the public facilities.

Chapter 395 of the Texas Local Government Code (LGC) describes the procedure Texas cities must follow to create and implement impact fees. Senate Bill 243 (SB 243) amended LGC Chapter 395 to specifically define an Impact Fee as "a charge or assessment imposed by a political subdivision against new development in order to generate revenue for funding or recouping the costs of capital improvements or facility expansions necessitated by and attributable to the new development." By contrast, a utility is a fee collected by a political subdivision to fund necessary facility operations, maintenance, and capital improvement projects that are commensurate with the service demand exerted by existing development.

For a municipality to implement impact fees, LGC Chapter 395 requires the performance of an engineering feasibility and financial study that includes a determination of underlying land use assumptions, the development of capital improvement plans, and a determination of the maximum assessable impact fee for the types of planned capital infrastructure.

At the March 3, 2014, City Council Workshop, Kimley-Horn and Associates, Inc. (Kimley-Horn) provided a presentation on various mechanisms available for funding municipal capital infrastructure. Kimley-Horn, a firm included within the City's selected pool of pre-qualified consultants for professional design services for major capital projects (CCM/R 11-175R), has extensive experience with numerous Texas municipalities in the development of utility rates, and the financial tools for the implementation of impact fees. Immediately following the presentation, the City Council provided consensus for staff to negotiate a scope of services and cost proposal for the professional services required to evaluate impact and user fees, and for the development associated financial tools to employ these possible funding mechanisms.

### DISCUSSION/CONCLUSION

Staff met with Kimley-Horn personnel on March 19, 1014, to outline the key objectives of the requested professional services. Enclosed with this resolution is a standard form of agreement, cost proposal, and schedule for the negotiated project scope of services.

The proposed project will consist of development of Land Use Assumptions and Water, Wastewater, and Roadway Impact Fees in accordance with LGC Chapter 395. In addition, the project will include a determination of the viability of Transportation Utility and Transportation Utility Fee. The purpose of this study is to perform the technical analysis to determine the Transportation Utility Rate that may be justified to be assessed to existing development in the City.

The consultant's scope of services includes the following major project tasks:

- Project Management and Meetings
- Land Use Assumptions
- Water Impact Fee Study
- Wastewater Impact Fee Study
- Roadway Impact Fee Study
- Transportation Utility Feasibility
- Public Hearings, Approval and Implementation Tools

Project deliverables will include a draft and final Water and Wastewater Impact Fee Study Report; a draft and final Roadway Impact Fee Report including a capital improvement plan and associated transportation project costs; and a financial tool that could be used to proportionally distribute the total program cost for operation of a Transportation Utility as a unit-based transportation fee. The consultant will also manage stakeholder coordination to meet the requirements of LGC Chapter 395.

The proposed project schedule forecasts completion of the draft final report tasks and development of financial tools within six months of authorization to proceed. The final phase of the project will include a public hearing and approval process.

### FISCAL IMPACT

The total project cost of the proposed professional services agreement is \$233,571. Funding in the amount of \$178,061 is available in Water and Sewer Fund Account 550-3435-432.44-20 for Public Works - Engineering Division professional services. Funding in the amount of \$55,510 is available in General Fund Account 010-3440-434.44-20 for Public Works - Streets Division professional services.

### RECOMMENDATION

Recommend that the City Council authorize the City Manager to execute an Agreement with Kimley-Horn and Associates, Inc., to develop land use assumptions and water, wastewater, and roadway impact fees in accordance with Texas Local Government Code Chapter 395, and to determine the viability of a transportation utility fee, and further authorize the City Manager to execute any change orders to the same Agreement within the amounts established by state and local law.

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

That the above stated recommendation is hereby approved and authorized.

**PASSED AND APPROVED** at a regular meeting of the City Council of the City of Killeen, Texas, this the 13th day of May, 2014, 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 Daniel A. Corbin MAYOR ATTEST: Dianna Barker CITY SECRETARY

APPROVED AS TO FORM:

Kathryn H. Bavis CITY ATTORNEY

5/6 Workshop 5/13 CC Muling

### **City of Killeen**

### Signature Copy

Resolution/Consent Agenda: TMP-166-14

File Number: TMP-166-14

Consider a memorandum/resolution for a Professional Services Agreement with Kimley-Horn and Associates, Inc., to develop Land Use Assumptions and Water, Wastewater, and Roadway Impact Fees in accordance with LGC Chapter 395, and to determine the viability of a Transportation Utility Fee.

Approved As To Form		Date _	
	Kathryn H. Davis		
Attest by		_ Date _	
Certified by		_ Date _	
	ORIGINAL Contract Atlached JPN		

### STANDARD MASTER AGREEMENT BETWEEN CLIENT AND KIMLEY-HORN AND ASSOCIATES, INC. FOR CONTINUING PROFESSIONAL SERVICES

THIS AGREEMENT is made this 22<sup>nd</sup> day of April, 2014, by and between <u>CITY OF KILLEEN, TEXAS</u> ("the Client") and KIMLEY-HORN AND ASSOCIATES, INC.

### RECITALS

The Client and Kimley-Horn desire to set forth the general terms and conditions whereby Kimley-Horn, or an affiliated company, will be engaged to provide professional consulting services on one or more projects (with respect to each engagement "the Project"), with the specifics of each engagement to be set forth in an executed Individual Project Order ("IPO"). If the IPO is executed by an affiliated company of Kimley-Horn, the IPO shall incorporate the terms and conditions of this Agreement as if signed by the affiliated company. As used herein, "Consultant" shall refer to Kimley-Horn or an affiliated company executing an IPO.

#### AGREEMENT

(1) <u>Scope of Services and Additional Services</u>. The undertaking of the Consultant to perform professional Services under this Agreement extends only to the services set forth in IPO's ("the Services"). However, if requested by the Client and agreed to by the Consultant, the Consultant will perform Additional Services which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay the Consultant for the performance of any Additional Services an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 time cost.

(2) <u>Client's Responsibilities</u>. In addition to other responsibilities described in this Agreement or imposed by law, the Client shall have the following responsibilities:

(a) Designate in writing a person to act as the Client's representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.

(b) Provide all criteria and full information as to the Client's requirements, objectives, and expectations for the Project, including all numerical criteria that are to be met and all standards of development, design, or construction.

(c) Assist the Consultant by placing at its disposal all available information pertinent to the Project including previous reports and any other data relative to studies, design, or construction or operation of the Project.

(d) Furnish to the Consultant, as required for performance of the Consultant's Services (except to the extent provided otherwise in the IPO in question) (i) data prepared by or services of others, including without limitation borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspection of samples, materials and equipment; (ii) appropriate professional interpretations of all of the foregoing; (iii) environmental assessment and impact statements; (iv) property, boundary, easement, right-of-way, topographic and utility surveys; (v) property descriptions; (vi) zoning, deed and other land use restrictions; and (vii) other special data or consultations; all of which Consultant may use and rely upon.

(e) Provide Consultant surveys to establish reference points for construction (except to the extent provided otherwise in the IPO in question).

(f) Arrange for access to and make all provisions for the Consultant to enter upon public and private property as required for the Consultant to perform services under this Agreement.

(g) Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by the Consultant, obtain advice of an attorney, insurance counselor and other consultants as the Client deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the Consultant. The Consultant shall have no liability to the Client for delays resulting from Client's failure to review documents promptly.

(h) Furnish approvals and permits for all government authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

 Provide such accounting, independent cost estimating and insurance counseling services as the Client may require.

(j) Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job-related meetings and substantial completion inspections and final payment inspections.

(n) Give prompt written notice to the Consultant whenever the Client observes or otherwise becomes aware of any development that affects the scope, timing, or payment of Consultant's services, or any defect or nonconformance in any aspect of the Project.

(o) Bear all costs incidental to compliance with the requirements of this paragraph.

(3) <u>Period of Services</u>. The provisions of this section and the rates of compensation for the Consultant provided for elsewhere in this Agreement have been agreed to in anticipation of conditions permitting orderly and continuous progress of the Project through completion of the Consultant's Services. The Consultant shall begin work timely on each IPO after receipt of a fully executed copy of the IPO in question. The times for performance shall be extended as necessary for periods of suspension or delay resulting from circumstances the Consultant does not control. If such suspension or delay extends for more than six months (cumulatively), the rates of compensation in this Agreement and the IPO shall be renegotiated.

(4) <u>Compensation for Services</u>.

(a) The Consultant's compensation shall be computed on the basis set forth herein, unless otherwise stated in the IPO.

(b) The Client shall pay the Consultant an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1 15 times cost.

(c) If the Consultant's compensation is on an hourly labor fee basis, estimated fees and expenses may be set forth in the IPO in question. Services undertaken or expenses incurred by the Consultant exceeding any estimates set forth in the IPO shall be the liability of the Client.

#### (5) <u>Method of Payment</u>.

(a) Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 25 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by the Consultant for the duration of the project and applied against the final invoice. Interest will be added to accounts not paid within 25 days at the rate of 12% per annum beginning on the 25<sup>th</sup> day. If the Client fails to make any payment due the Consultant under this or any other agreement within 30 days after the Consultant's transmittal of its invoice, the Consultant may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid in full and may commence proceedings, including filing liens, to secure its right to payment under this Agreement.

(b) If the Client relies on payment or proceeds from a third party to pay Consultant and Client does not pay Consultant's invoice within 60 days of receipt, Consultant may communicate directly with such third party to secure payment.

(c) If the Client objects to any charge on an invoice, it shall so advise the Consultant in writing giving its reasons within fourteen (14) days of receipt of the invoice or all such objections shall be waived and the amount stated in the invoice shall conclusively be deemed due and owing. If the Client objects on only a portion of the invoice, payment for all other portions remains due within 25 days of receipt.

(d) If the Consultant initiates legal proceedings to collect payment, it may recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings. Such expenses shall include the cost, at the Consultant's normal billing rates, of the time devoted to such proceedings by its employees.

(e) The Client agrees that payment to the Consultant is not subject to any contingency. The Consultant may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing the right of the Consultant to collect additional amounts from the Client.

(6)Use of Documents. All documents, including but not limited to drawings, specifications, reports, and data or programs stored electronically, prepared by the Consultant are related exclusively to the services described in this Agreement and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use, partial use or reuse by the Client or others on extensions of this project or on any other project. Any modifications made by the Client to any of the Consultant's documents, or any use, partial use or reuse of the documents without written authorization or adaptation by the Consultant will be at the Client's sole risk and without liability to the Consultant, and the Client shall indemnify, defend and hold the Consultant harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. The Consultant's electronic files and source code developed in the development of application code remain the property of the Consultant and shall be provided to the Client only if expressly provided for in the IPO. Any electronic files not containing an electronic seal are provided only for the convenience of the Client, and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by the Consultant, the hardcopy shall govern. Because data stored in electronic media format can deteriorate or be modified without the Consultant's authorization, the Client has 60 days to perform acceptance tests, after which it shall be deemed to have accepted the data.

(7) Opinions of Cost. Since the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any and all opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and qualifications and represent its best judgment as an experienced and qualified professional, familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from opinions of cost prepared by it. If at any time the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator to make such determination. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services by the Client.

(8) <u>Termination</u>. The obligation to provide further services under this Agreement may be terminated by either party upon seven (7) 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, or upon thirty days' written notice for the convenience of the terminating party. If any change occurs in the ownership of the Client, the Consultant has the right to immediately terminate this Agreement. In the event of any termination, the Consultant will be paid for all services rendered to the effective date of termination, all expenses subject to reimbursement, and other reasonable expenses incurred by the Consultant as a result of such termination. If the Consultant's compensation hereunder is determined on an hourly basis, the amount payable to the Consultant for services so rendered shall be established on the basis of the time and authorized expenses actually incurred on the Project to the effective date of termination. If the Consultant's compensation under this Agreement is a lump sum, upon such termination the amount payable to the Consultant for services rendered will be a proportional amount of the total fee based on a ratio of the services done, as reasonably determined by the Consultant, to the total services which were to have been performed.

(9) <u>Insurance</u>. The Consultant carries Workers' Compensation insurance, professional liability insurance, and general liability insurance. If the Client directs the Consultant to obtain increased insurance coverage, the Consultant will take out such additional insurance, if obtainable, at the Client's expense.

(10) <u>Standard of Care</u>. The standard of care applicable to Consultant's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by the Consultant's undertaking herein or its performance of services, and it is agreed that the Consultant is not a fiduciary with respect to the Client.

(11)LIMITATION OF LIABILITY. In recognition of the relative risks and benefits of the Project to both the Client and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent of the law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate of the Consultant and the Consultant's officers, directors, employees, agents, and the Consultant's subconsultants, and any of them, to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to the services under this Agreement from any cause or causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of the Consultant or the Consultant's officers, directors, employees, agents, the Consultant's subconsultants or any of them, shall not exceed twice the total compensation received by the Consultant under the IPO in question or \$50,000, whichever is greater. Higher limits of liability may be negotiated for additional fee. Under no circumstances shall the Consultant be liable for extra costs or other consequences due to changed conditions, or for costs related to the failure of contractors or materialmen to perform work in accordance with the plans and specifications. This Section 11 is intended solely to limit the remedies available to the Client or those claiming by or through the Client, and nothing in this Section 11 shall require the Client to indemnify the Consultant.

(12) <u>Mutual Waiver of Consequential Damages</u>. In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or lost profits.

(13) <u>Certifications</u>. The Consultant shall not be required to execute certifications or third-party reliance letters that are inaccurate, that relate to facts of which the Consultant does not have actual knowledge, or that would

cause the Consultant to violate applicable rules of professional responsibility.

(14) <u>Dispute Resolution</u>. All claims by the Client arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the Construction Industry Mediation Procedures of the American Arbitration Association as a condition precedent to litigation. Any mediation or civil action must be commenced within one year of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.

(15) <u>Hazardous Substances</u>. In no event shall Consultant be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Consultant's services will be limited to professional analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. The Consultant shall notify the Client of hazardous substances or conditions not contemplated in the scope of services of which the Consultant actually becomes aware. Upon such notice by the Consultant, the Consultant will stop affected portions of its services.

#### (16) Construction Phase Services.

(a) If the Consultant's services include the preparation of documents to be used for construction and the Consultant is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against the Consultant in any way connected thereto.

(b) If the Consultant provides construction phase services, the Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the Consultant. Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.

(c) The Consultant is not responsible for any duties assigned to the design professional in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and for its means and methods; that the contractor shall indemnify the Client and the Consultant for all claims and liability arising out of job site accidents; and that the Client and the Consultant shall be made additional insureds under the contractor's general liability insurance policy.

(17) <u>No Third-Party Beneficiaries</u>; Assignment and Subcontracting. Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than the Client and the Consultant,

and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the Client and the Consultant and not for the benefit of any other party. The Client shall not assign, sublet or transfer any rights under or interest in this Agreement or any claim arising out of the performance of services by the Consultant without the written consent of the Consultant. The Consultant reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If the Consultant exercises this right, it will maintain the agreed-upon billing rates for services identified in this Agreement or the IPO, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.

(18) <u>Confidentiality</u>. The Client hereby consents to the use and dissemination by the Consultant of photographs of the Project and to the use by the Consultant of facts, data and information obtained by the Consultant in the performance of its services. Notwithstanding the foregoing, with respect to any facts, data or information specifically identified in writing by the Client as confidential, the Consultant shall use reasonable care to maintain the confidentiality of such identified material.

(19) <u>Miscellaneous Provisions</u>. This Agreement is to be governed by the law of the State of Texas. This Agreement and each executed IPO contain the entire and fully integrated agreement between the parties, and supersede all prior and contemporaneous negotiations, representations, agreements or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both the Consultant and the Client. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions hereof. Also, the 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.

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

CITY OF KILLEEN, TEXAS

BY: GLOUN MORASON ITS: ATTES

KIMLEY-HORN AND ASSOCIATES, INC.

ITS: Scott R. Arnold, Contract Specialist

ATTEST

rev 07/13

#### INDIVIDUAL PROJECT ORDER NUMBER #2014-1

Describing a specific agreement between Kimley-Horn and Associates, Inc. (the Consultant), and THE CITY OF KILLEEN, TEXAS (the Client) in accordance with the terms of the Master Agreement for Continuing Professional Services dated April 22, 2014, which is incorporated herein by reference.

#### Identification of Project: <u>2014 Impact Fee Study and Transportation Utility Feasibility</u> General category of Services: <u>Civil Engineering</u>

#### Specific scope of basic Services:

This project consists of providing professional services associated with the development of the City's Land Use Assumptions and Water, Wastewater, and Roadway Impact Fees in accordance with Chapter 395 of the Texas Local Government Code. In addition, this project will determine a transportation utility rate feasibility. A transportation utility is a fee collected by a political subdivision in order to fund necessary transportation operations, maintenance, and capital improvement projects that are commensurate with the impacts from existing development. The purpose of this study is to perform the technical analysis to determine the Transportation Utility Rate that may be justified to be assessed to existing development in the City. It is anticipated that the rate will be calculated based on land use.

This project is anticipated to include the following components:

- 1. Project Management and Meetings
- 2. Land Use Assumptions
- 3. Water Impact Fee Study
- 4. Wastewater Impact Fee Study
- 5. Roadway Impact Fee Study
- 6. Transportation Utility Feasibility
- 7. Public Hearings, Approval and Implementation Tools

#### Task 1. Project Management and Meetings

Kimley-Horn will keep regular communication throughout the project through bi-weekly status meetings and status reports. These meetings will also be the meetings associated needed to accomplish the various tasks outlined in this scope.

- 1.1. Project Kick-Off Meeting and Impact Fees 101. Kimley-Horn will meet with the City for a formal kickoff meeting for the Impact Fee Study and Transportation User Fee Study. During this meeting, the scope and City contacts will be determined for each task. Kimley-Horn will present an Impact Fee 101 to City's staff during this meeting.
- 1.2. Project Team Status Meetings and Coordination. Kimley-Horn will participate in bi-weekly (once every other week) meetings with City's 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 may be either inperson meetings or conference calls. It is assumed that a maximum of six meetings will be in person. These in-person meetings will be geared to cover major technical topics. Kimley-Horn will prepare notes from each meeting and submit to the City's Project Manager for review and approval. A maximum of twelve meetings will be held. It is anticipated that the work will be completed within six (6) months.

- 1.3. Project Status Reports. Kimley-Horn will prepare and submit monthly status reports regarding the overall project schedule, critical tasks, and sub-consultant coordination in conjunction with each monthly invoice.
- 1.4. Service Areas. Kimley-Horn will meet with the City to develop the roadway impact fee service area boundaries within the existing City limits consistent with the six (6) mile limit required by law. Kimley-Horn anticipates approximately three (3) or four (4) service areas will be required for roadway impact fees. Kimley-Horn will meet with the City to develop the water and wastewater impact fee service area boundaries within the existing City limits. Kimley-Horn anticipates one service area will be required for water and wastewater impact fees.

#### Task 2. Land Use Assumptions

Kimley-Horn 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. Data Collection. Kimley-Horn will coordinate with the City to obtain the following data:
  - 2.1.1 Owner Contacts The City shall provide the organization structure and contact information for the applicable City staff involved with the review of the land use assumptions.
  - 2.1.2 Comprehensive Master Plans The City shall identify and provide the City's most recent comprehensive master plans.
  - 2.1.3 Building Permit History The City shall provide Kimley-Horn with available building permit history (both residential and non-residential) for the previous ten (10) years.
  - 2.1.4 Currently adopted Land Use Assumptions for Water and Wastewater Impact Fees.
  - 2.1.5 Maps The City shall provide Kimley-Horn with available GIS shapefiles, associated databases, and layer files in ESRI ArcGIS10.x format. All data shall be projected in NAD 83 State Plane, South Central Texas Zone coordinates. Data should include:
  - 2.1.6 Current Zoning Map;
  - 2.1.7 Future Land Use Plan Map;
  - 2.1.8 City / County Parcel Data with living area information (require coordinate with Bell County);
  - 2.1.9 City Limits and ETJ Map; and
  - 2.1.10 Most recent digital orthophotograph (DOQ) of the City.
- 2.2. <u>Land Use Assumptions</u>. This task will require that Kimley-Horn develop the following for use in the Impact Fee calculations. The sources of the data may come from the recently completed master plans or growth scenarios. Below is a summary the information that will Kimley-Horn will produce.
  - 2.2.1 Existing population and employment information by service area for the Year 2014;
  - 2.2.2 Build-Out population and employment projections by service area;
  - 2.2.3 Ten Year population and employment projections by service area for the Year 2024;
  - 2.2.4 All population information shall be reported by number of persons and number of dwelling units; while all employment data shall be classified as number of square feet of floor area for Basic, Service, and Retail employment;
  - 2.2.5 Map identifying where the growth is projected; and
  - 2.2.6 Summary report to include with the Impact Fee Study showing a general overview of methodology and results.
- 2.3. <u>Documentation</u>. Kimley-Horn will incorporate the Land Use Assumptions information prepared by the City into the final Impact Fee Report. No separate documentation will be completed for the land use assumptions:
- 2.4. <u>Meetings</u>. The land use assumptions will be discussed during a bi-weekly coordination meeting.

City of Killeen – 2014 Impact Fee Study and Transportation Utility Feasibility Scope of Services

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- 2.5. Deliverables.
  - 2.5.1 Data collection request letter
  - 2.5.2 No specific deliverables for this task; the Land Use Assumptions will be incorporated into the final Impact Fee Study Report.

#### Task 3. Water Impact Fee Study

Kimley-Horn will prepare the water impact fee study in conformance with Chapter 395 of the Local Government Code and shall include:

- 3.1. <u>Data Collection</u>. Kimley-Horn will deliver a letter request to the City describing water data that should be provided to Kimley-Horn. The data collection is as follows:
  - 3.1.1 Water Master Plan Kimley-Horn will coordinate with the City to obtain the latest water system master plan adopted by the City.
  - 3.1.2 Water CNN boundaries
  - 3.1.3 Kimley-Horn will obtain water usage history Annual water usage and maximum day usage records for the past ten (10) years for development of the service unit projection
- 3.2. <u>Infrastructure Capacity Criteria</u>. Kimley-Horn 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 Water Treatment Plant 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>. Kimley-Horn 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 Water Treatment Plant Facilities

It will not include existing City transmission lines.

- 3.4. <u>Maximum Assessable Water Impact Fee Calculation</u>. Kimley-Horn will calculate the additional service units based on the Land Use Assumptions. Kimley-Horn 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. Kimley-Horn will use a 50% credit as outlined Chapter 395 to determine the maximum assessable impact fee by service unit.
- 3.5. <u>Water Impact Fee Study Report</u>. Kimley-Horn will provide both a draft and final Water Impact Fee Study Report. The report will include:
  - 3.5.1 Water service area
  - 3.5.2 Narrative of the impact fee methodology

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- 3.5.3 Impact fee calculations
- 3.5.4 Water Impact Fee CIP
- 3.5.5 Exhibits
- 3.5.6 Because of the relatively high printing costs and the challenge of managing drafts and final versions of each major component of the Impact Fee Study Report, draft versions of the Water Impact Fee Study Report will be submitted in .pdf format.
- 3.6. <u>Meetings</u>. The Water Impact Fee CIP will be discussed during a bi-weekly coordination meeting.
- 3.7. Deliverables.
  - 3.7.1 Data collection request letter
  - 3.7.2 Electronic (.pdf) copy of the Draft Water Impact Fee Report.
  - 3.7.3 Upon final approval of the Impact Fee Study and new ordinance by the City Council, Kimley-Horn will provide five (5) originals of the Final Impact Fee Study Report, including the Water Impact Fee component of the Report (see Task 7.2)

#### Task 4 – Wastewater Impact Fee Study

Kimley-Horn will prepare the wastewater impact fee study in conformance with Chapter 395 of the Local Government Code and shall include:

- 4.1. <u>Data Collection</u>. Kimley-Horn will deliver a letter request to the City describing water data that should be provided to Kimley-Horn. The data collection is as follows:
  - 4.1.1 Wastewater Master Plan Kimley-Horn will coordinate with the City to obtain the latest wastewater system master plan adopted by the City.
  - 4.1.2 Wastewater CNN boundaries
  - 4.1.3 Kimley-Horn will obtain wastewater usage history Annual water usage and maximum day usage records for the past ten (10) years for development of the service unit projection
- 4.2. <u>Infrastructure Capacity Criteria</u>. Kimley-Horn 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 (8-inch and larger)
  - 4.2.2 Existing and Future Lift Stations
  - 4.2.3 Existing and Future Force Mains
  - 4.2.4 Existing and Future Wastewater Treatment Plant Facilities

A criterion will not be developed for existing City transmission lines.

- 4.3. <u>Wastewater Impact Fee Capital Improvements Plan</u>. Kimley-Horn 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 (8-inch and larger)
  - 4.3.2 Existing and Future Lift Stations
  - 4.3.3 Existing and Future Force Mains
  - 4.3.4 Existing and Future Wastewater Treatment Plant Facilities

It will not include existing City trunk lines.

4.4. <u>Maximum Assessable Wastewater Impact Fee Calculation</u>. Kimley-Horn will calculate the additional service units based on the Land Use Assumptions. Kimley-Horn will then calculate the Impact Fee per service unit, unit equivalents by meter size and the Maximum Assessable Wastewater Impact Fee table by

City of Killeen – 2014 Impact Fee Study and Transportation Utility Feasibility Scope of Services

Page 4 of 12 April 22, 2014 meter size. Kimley-Horn will use a 50% credit as outlined Chapter 395 determine the maximum assessable impact fee by service unit to determine the maximum assessable impact fee by service unit.

- 4.5. <u>Wastewater Impact Fee Study Report</u>. Kimley-Horn will provide both a draft and final Wastewater Impact Fee Study Report. The report will include:
  - 4.5.1 Wastewater service area
  - 4.5.2 Narrative of the impact fee study methodology
  - 4.5.3 Impact fee calculations
  - 4.5.4 Wastewater Impact Fee CIP
  - 4.5.5 Exhibits
  - 4.5.6 Because of the relatively high printing costs and the challenge of managing drafts and final versions of each major component of the Impact Fee Study Report, draft versions of the Wastewater Impact Fee Study Report will be submitted in .pdf format.
- 4.6. <u>Meetings</u>. The Wastewater Impact Fee CIP will be discussed during a bi-weekly coordination meeting.
- 4.7. Deliverables.
  - 4.7.1 Data collection request letter
  - 4.7.2 Electronic (.pdf) copy of the Draft Wastewater Impact Fee Study Report.
  - 4.7.3 Upon final approval of the Impact Fee Study and new ordinance by the City Council, Kimley-Horn will provide five (5) originals of the Final Impact Fee Study Report, including the Wastewater Impact Fee component of the Report (see Task 7.2)

#### Task 5 - Roadway Impact Fee Study

Kimley-Horn will prepare the roadway impact fee study in conformance with Chapter 395 of the Local Government Code and shall include:

- 5.1. <u>Data Collection</u>. Kimley-Horn will deliver a letter request to the City describing roadway data that should be provided to Kimley-Horn. The data collection is as follows:
  - 5.1.1 Thoroughfare Plan The City shall provide Kimley-Horn the most recent thoroughfare plan adopted by the City. GIS shapefiles, databases, and layering information shall be provided if available.
  - 5.1.2 Traffic Counts The City shall provide data (current and historical) for roadway segments on the current Master Thoroughfare Plan. This task includes data collection for 30 24-hour recording machine count locations.
  - 5.1.3 Design Standards
  - 5.1.4 Historic Roadway Bid Data
- 5.2. <u>10-Year Growth Projections and Capacity Analysis:</u>
  - 5.2.1 In consultation with the City staff, Kimley-Horn will determine land use categories to be included in the land use vehicle-mile equivalency table.
  - 5.2.2 Kimley-Horn will identify the service units for new development and the average trip length. Using the 9th Edition of the Institute of Transportation Engineer's (ITE) Trip Generation Manual, Kimley-Horn will develop trip generation and pass-by trip rates.
  - 5.2.3 Kimley-Horn will perform an analysis of existing conditions. This will include a determination of roadway capacities, volumes, vehicle-miles of supply, vehicle-miles of demand, existing excess capacity, and existing deficiencies

- 5.2.4 Kimley-Horn will project traffic conditions for the ten-year planning period, the target year for the impact fee growth projections. This will include growth and new demand by service area. Kimley-Horn will determine the capacity available for new growth
- 5.3. 10-Year Growth Projections and Capacity Analysis:
  - 5.3.1 Kimley-Horn will assist the City to develop a Roadway Impact Fee Capital Improvements Plan, which will include cost projections for anticipated projects to be included in the study. The Roadway Impact Fee Capital Improvements Plan will include existing oversized facilities and proposed facilities designed to serve future development. The Roadway Impact Fee Capital Improvements Plan shall include a general description of the project and a project cost projection. Planning level cost projections for future projects will be prepared based on previous experience with Roadway construction costs. The City shall provide Kimley-Horn with actual City cost information for previously completed projects with excess capacity and any cost contribution to County or State projects.
  - 5.3.2 Kimley-Horn will identify the portion of project improvements required to serve existing demand and the portion of project improvements required to serve new development within the 10-year planning period.
- 5.4. <u>Maximum Assessable Roadway Impact Fee Calculation</u>. Using the newly developed 10-year growth projections, roadway impact fee capital improvements plan, and capacity available for new growth, Kimley-Horn will determine the cost of roadway improvements by service area, the maximum costs per service unit, and the resulting maximum assessable roadway impact fees by service area. Kimley-Horn will use a 50% credit as outlined Chapter 395 determine the maximum assessable impact fee by service unit determine the maximum assessable impact fee per service unit.
- 5.5. <u>Roadway Impact Fee Study Report</u>. Kimley-Horn will provide both a draft and final Roadway Impact Fee Report. The report will include:
  - 5.5.1 Roadway service areas
  - 5.5.2 Narrative of the impact fee study methodology
  - 5.5.3 Impact fee calculations
  - 5.5.4 Roadway Impact Fee CIP
  - 5.5.5 Exhibits
  - 5.5.6 Because of the relatively high printing costs and the challenge of managing drafts and final versions of each major component of the Impact Fee Study Report, draft versions of the Roadway Impact Fee Report will be submitted in .pdf format.
- 5.6. <u>Meetings</u>. The Roadway Impact Fee CIP will be discussed during a bi-weekly coordination meeting.
- 5.7. <u>Deliverables</u>.
  - 5.7.1 Data collection request letter
  - 5.7.2 Electronic (.pdf) copy of the Draft Roadway Impact Fee Report.
  - 5.7.3 Upon final approval of the Impact Fee Study and new ordinance by the City Council, Kimley-Horn will provide five (5) originals of the Final Impact Fee Study Report, including the Roadway Impact Fee component of the Report (see Task 7.2)

#### Task 6 – Transportation Utility Feasibility

- 6.1. <u>Development of Framework and Schedule</u>. Kimley-Horn's Subconsultant will develop a framework and methodology for determining the historical direct and indirect cost of the Transportation Division. The framework will focus on determining the direct and indirect cost the City of Killeen anticipates spending on transportation maintenance, roadway capacity improvements, and traffic signals.
- 6.2. <u>Determine Historical Direct and Indirect Costs</u>. Utilizing the methodology developed in Task 6.1, Kimley-Horn's Subconsultant will conduct a review and analysis of the historical indirect and direct costs for the Transportation Division. The historical review and analysis will cover a timeframe of up to three fiscal years. The three-year timeframe of the historical review and analysis will be limited by any organizational and/or budgetary changes that materially differ from City's current organizational structure and/or budgetary practices.

Kimley-Horn's Subconsultant will determine the historical direct and indirect cost of providing transportation maintenance, roadway capacity improvements, and traffic signals, which will include, but may not be limited to, the review and analysis of:

- the prorated cost of the acquisition, whether by eminent domain or otherwise, of land, rights-ofway, options to purchase land, easements, and interests in land for transportation maintenance, roadway capacity improvements, and traffic signals;
- the prorated cost of the acquisition, construction, repair, and maintenance of structures, equipment, and facilities for transportation maintenance, roadway capacity improvements, and traffic signals;
- the prorated cost of contracted architectural, engineering, legal, and related services, plans and specifications, studies, surveys, and all other expenses necessary or incident to planning, providing, or determining the feasibility and practicability of the transportation maintenance, roadway capacity improvements, and traffic signals;
- the prorated cost of funding and financing charges and interest arising from transportation maintenance, roadway capacity improvements, and traffic signals; and
- the prorated cost of funding and financing charges and interest arising from transportation maintenance, roadway capacity improvements, and traffic signals.

Kimley-Horn's Subconsultant will interview appropriate City staff who are knowledgeable of the historical and current operations and practices of performing the services associated with transportation maintenance, roadway capacity improvements, and traffic signals. Kimley-Horn's Subconsultant will conduct up to three (3) on-site interviews with City staff.

- 6.3. <u>Determine Budgeted Direct and Indirect Cost.</u> Kimley-Horn will determine the budgeted indirect and direct cost that the City of Killeen anticipates spending on transportation maintenance, roadway capacity improvements, and traffic signals during the fiscal year of 2013 2014.
- 6.4. <u>Program Project Cost Projections.</u> Using the information compiled in Tasks 6.1, 6.2 and 6.3, Kimley-Horn will determine a transportation utility program project list. This list is not anticipated to directly identify specific projects, but quantity and types of projects to be constructed utilizing the dollars from the transportation utility.
- 6.5. <u>Develop Methodology to Calculate the Transportation Utility Rate.</u> Kimley-Horn will develop a method to proportionally distribute the total program project cost (Task 6.3) among those who receive a water bill within the City. The City will provide Kimley-Horn the land uses to be utilized in the methodology. Kimley-Horn will provide the total number of residential units within the City limits. The City/Appraisal

City of Killeen – 2014 Impact Fee Study and Transportation Utility Feasibility Scope of Services

Page 7 of 12 April 22, 2014 District will provide the non-residential land uses broken out by type of land use and total square footage. Kimley-Horn will rely upon this information in the methodology development

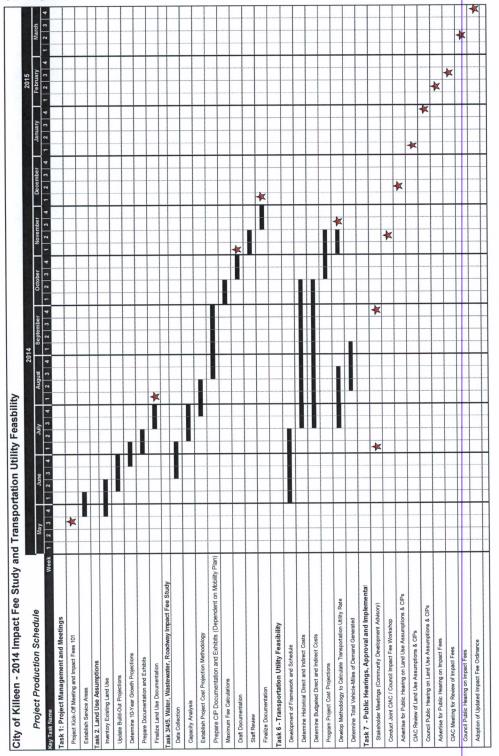
6.6. <u>Determine the total vehicle-miles of demand generated within the City.</u> PM peak hour trip generation estimates and pass-by trip reductions will be based upon the rates found in the ITE Trip Generation Manual and ITE Trip Generation Handbook. Trip lengths used in this calculation will be developed based upon the available regional travel studies conducted by the local MPO. Kimley-Horn will determine the percent of vehicle-mile demand each provided land uses within the City

#### Task 7 – Public Hearings, Approval and Implementation Tools

- 7.1. <u>Public Hearings and Approval.</u> It is anticipated that a representative from Kimley-Horn will prepare for and attend up to eight (8) meetings during the public hearing and approval process. These anticipated meetings are as follows:
  - 7.1.1 Up to two (2) stakeholder, Capital Improvements Advisory Committee (CIAC), City Council, or other committee meetings;
  - 7.1.2 One (1) CIAC/Council workshop to present fundamentals of Roadway Impact Fees, a summary of the Roadway Impact Fee methodology, Land Use Assumptions, and the CIP and Maximum Assessable Roadway Impact Fees;
  - 7.1.3 Two (2) CIAC public hearings to present the Land Use Assumptions, CIP, and Maximum Assessable Roadway Impact Fees;
  - 7.1.4 Two (2) City Council public hearings to present the Roadway Impact Fee, including the Land Use Assumptions, Roadway Impact Fee CIP and Maximum Assessable Impact Roadway Fees; and
  - 7.1.5 One (1) City Council meeting where it adopts the ordinance and establishes the actual Roadway Impact Fees.
- 7.2. Implementation Tasks.
  - 7.2.1 Upon final approval of the Impact Fee Study and new ordinance by the City Council, Kimley-Horn will provide five (5) copies of the Final Impact Fee Study Report, including Land Use Assumptions, Water, Wastewater, Roadway, and Financial Analysis components the Impact Fee Study, along with an electronic (.pdf) copy of the Final Impact Fee Study Report.
  - 7.2.2 At the request of the City, Kimley-Horn will review the proposed Impact Fee Ordinance as prepared by the City Attorney. It is anticipated the City Attorney will require exhibits from the Water, Wastewater, and Roadway Impact Fee Report to be included in the ordinance.
  - 7.2.3 Kimley-Horn will create a Water, Wastewater, and Roadway Impact Fee estimator spreadsheet tool to assist in calculating a development's impact fees based on the impact fee rates.

#### Project Meetings: Project Meetings are identified in Task 1 and Task 7.

Additional Services if required: <u>Any services required by the Client in addition to the scope of services listed</u> above, will be considered additional services and will only be performed when authorized by the Client. This may include, but are not limited to the following: 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. 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. Schedule: The Consultant will endeavor to meet the Client's needs on this project. Upon receipt of a signed copy of this agreement and authorization by the Client to perform the above tasks, the Consultant and the Client will agree upon a mutually acceptable schedule. Below is an estimate of the project schedule.



City of Killeen – 2014 Impact Fee Study and Transportation Utility Feasibility Scope of Services

Deliverables: See task descriptions above.

Method of compensation: Consultant will provide the following services on a lump sum basis:

	4	
Task 1: Project Management and Meetings	\$	22,585
Task 2: Land Use Assumptions	\$	14,470
Task 3: Water Impact Fee Study	\$	32,015
Task 4: Wastewater Impact Fee Study	\$	32,015
Task 5: Roadway Impact Fee Study	\$	47,001
Task 6: Transportation Utility Feasibility	\$	55,510
Task 7: Public Hearings, Approval, and Implementation Tools	\$	29,975
	\$	233,571

City of Killeen – 2014 Impact Fee Study and Transportation Utility Feasibility Scope of Services

				KIMLEY	-HORN										
		Project Manager Jeff Whitacre	Principal P.E. (QC)	Senior P.E. John Atkins	P. E.	Analyst	Acct'g Admin	Clerical	Subtotal Hours	Cos La	st of bor	Expenses		enses Total Cost / Notes	
TASK DESCRIPTION															
1.1. Project Kick-Off Meeting and Impact Fee 101		9	4	9			1	1	24			\$	200	Travel (\$164) and Meals (\$18 X 2)	
1.2. Project Team Status Meetings and Coordination		42		42		0		1	85 10			\$	1,200	Travel (\$164*6) and Meals (\$18 X 12)	
1.3. Project Status Reports		8				9 4		1	10						
.4. Service Areas		0													
S	ubtotal =	59	4	51	0	13	1	4	132	\$ 2	21,185	\$	1,400	\$ 22,585	
Fask 2: Land Use Assumptions															
2.1. Data Collection						4	1	1	6						
2.2 Land Use Assumptions		24 4	4			80 9		1	109 15						
2.3. Documentation 2.4. Meetings (see Task 1)		4	1			,		1	0						
2.5. Deliverables (Data Request Memo)									0						
s	subtotal =	28	5	0	0	93	1	3	15	\$	14,470	s		\$ 14,470	
	lotoun														
Task 3: Water Impact Fee Study						4	1	1	8						
3.1. Data Collection			1	2 27		4	1	1	29						
<ul><li>3.2. Infrastructure Capacity Criteria</li><li>3.3. Water Impact Fee Capital Improvement Plan</li></ul>			1	27	9	60		î.	98						
3.4. Maximum Assessable Water Impact Fee Calculation			2	18		4		1	25						
3.5. Water Impact Fee Update Report			4	18		40		1	63						
3.6. Meetings (See Task 1)						5		4	0 12						
3.7. Deliverables	Subtotal =	0	8	3 95	9	113	1	9	235	\$	32,015	\$		\$ 32,01	
Task 4: Wastewater Impact Fee Study															
4.1. Data Collection				2 27		4	1	1	8 29						
4.2. Infrastructure Capacity Criteria			1	27	9	60		1	98						
4.3. Wastewater Impact Fee Capital Improvement Plan 4.4. Maximum Assessable Wastewater Impact Fee Calculation			2	18		4		1	25						
4.5. Wastewater Impact Fee Update Report			4	18		40		1	63						
4.6. Meetings (See Task 1)								4	0 12						
4.7. Deliverables	Subtotal =	0	8	3 95	9	5	1	9	235	\$	32,015	\$	-	\$ 32,01	
Task 5: Roadway Impact Fee Study	ouotoun									Γ			0.000	C I C I I I I I I I I I I I I I I I I I	
5.1. Data Collection (Includes 30 tube counts)		3				9	1	1	14 46	1		\$	9,000	Sub Consultant	
5.2. 10-Year Growth Projections and Capacity Analysis		14 40	1 4		9	30 120		1	174			\$	496	Travel (\$164), Lodging (\$100x2) and	
<ul><li>5.3. Roadway Impact Fee Capital Improvements Plan</li><li>5.4. Maximum Assessable Roadway Impact Fee Calculation</li></ul>		18	1			120		1	20					Meals (\$18 X 4; \$30 X 2)	
5.5. Roadway Report		18	4			40		1	63						
5.6. Meetings (see Task 1)						5		1 4	1 9						
5.7. Deliverables						5		4	0						
Task 6: Transportation Utility Feasibility	Subtotal =	93	10	0	9	204	1	10	327 0	\$	37,505	\$	9,496	s 47,00	
6.1. Development of Framework and Schedule		1				1			2			\$	10,000		
6.2. Determine Historical Direct and Indirect Cost		1							1			s	15,000 15,000	Sub Consultant Sub Consultant	
6.3. Determine Budgeted Direct and Indirect Cost		1 35					1		36			Ŷ	15,000	Sub Constituint	
<ul><li>6.4. Program Project Cost Projections</li><li>6.5 Develop Methodogy to Calculate the Rate</li></ul>		60					2		62	1					
	Subtotal =	= 98	0	0	0	1	3	0	102	\$	15,510	\$	40,000	\$ 55,51	
Task 7: Public Hearings, Approval, and Implementation Tools								1	0 118			s	2 072	Travel (\$164 X 8), Lodging (\$100 X 4 X	
7.1. Public Hearings and Approvals		48 40		48		20 20	1	1	60			Ŷ	5,072	and Meals (\$60 X 8 X 2)	
7.2. Implementation Tasks		.40				20			0			\$	228	Reports (\$45.5 X 5)	
									0						
	Subtotal	= 88	0	48	0	40	1	1	0 280	\$	26,675	\$	3,300	S 29,9'	
									0						
Grand Tota		366	35	289	27	577	9	36	1326						
Hourl Subtotal La	y Rates =	\$155 \$56,730	\$220 \$7,700	\$190 \$54,910	\$115 \$3,105	\$95 \$54,815	\$75 \$675	\$40 \$1,440	1	\$1	79,375	-	\$54,196	\$ 233,571.	
Subtotal Lat Total KHA Lat		\$179,375	\$1,100	\$54,910	45,105	004,015	4015				24		and the		
Total Subco		\$49,000	a faith a faith a												
Total E:	xpenses =	\$5,196													
Subtotal KHA	Costs =	\$233,571													

City of Killeen – 2014 Impact Fee Study and Transportation Utility Feasibility Scope of Services

Page 11 of 12 April 22, 2014 Fees will be invoiced monthly based upon the percentage of services performed as of the invoice date. Payment will be due within 25 days of your receipt of the invoice.

Special terms of compensation: None

Other special terms of Individual Project Order: None

ACCEPTED: THE CITY OF KILLEEN, TEXAS

BY: #C TITLE:

DATE:

KIMLEY-HORN AND ASSOCIA TES, INC.

BY

TITLE: Contract Specialist

DATE: April 22, 2014

City of Killeen – 2014 Impact Fee Study and Transportation Utility Feasibility Scope of Services

#### INDIVIDUAL PROJECT ORDER NUMBER #2014-1

Describing a specific agreement between Kimley-Horn and Associates, Inc. (the Consultant), and THE CITY OF KILLEEN, TEXAS (the Client) in accordance with the terms of the Master Agreement for Continuing Professional Services dated April 22, 2014, which is incorporated herein by reference.

#### Identification of Project: <u>2014 Impact Fee Study and Transportation Utility Feasibility</u> General category of Services: <u>Civil Engineering</u>

#### Specific scope of basic Services:

This project consists of providing professional services associated with the development of the City's Land Use Assumptions and Water, Wastewater, and Roadway Impact Fees in accordance with Chapter 395 of the Texas Local Government Code. In addition, this project will determine a transportation utility rate feasibility. A transportation utility is a fee collected by a political subdivision in order to fund necessary transportation operations, maintenance, and capital improvement projects that are commensurate with the impacts from existing development. The purpose of this study is to perform the technical analysis to determine the Transportation Utility Rate that may be justified to be assessed to existing development in the City. It is anticipated that the rate will be calculated based on land use.

This project is anticipated to include the following components:

- 1. Project Management and Meetings
- 2. Land Use Assumptions
- 3. Water Impact Fee Study
- 4. Wastewater Impact Fee Study
- 5. Roadway Impact Fee Study
- 6. Transportation Utility Feasibility
- 7. Public Hearings, Approval and Implementation Tools

#### Task 1. Project Management and Meetings

Kimley-Horn will keep regular communication throughout the project through bi-weekly status meetings and status reports. These meetings will also be the meetings associated needed to accomplish the various tasks outlined in this scope.

- 1.1. Project Kick-Off Meeting and Impact Fees 101. Kimley-Horn will meet with the City for a formal kickoff meeting for the Impact Fee Study and Transportation User Fee Study. During this meeting, the scope and City contacts will be determined for each task. Kimley-Horn will present an Impact Fee 101 to City's staff during this meeting.
- 1.2. Project Team Status Meetings and Coordination. Kimley-Horn will participate in bi-weekly (once every other week) meetings with City's 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 may be either inperson meetings or conference calls. It is assumed that a maximum of six meetings will be in person. These in-person meetings will be geared to cover major technical topics. Kimley-Horn will prepare notes from each meeting and submit to the City's Project Manager for review and approval. A maximum of twolve meetings will be held. It is anticipated that the work will be completed within six (6) months.

- 1.3. Project Status Reports. Kimley-Horn will prepare and submit monthly status reports regarding the overall project schedule, critical tasks, and sub-consultant coordination in conjunction with each monthly invoice.
- 1.4. Service Areas. Kimley-Horn will meet with the City to develop the roadway impact fee service area boundaries within the existing City limits consistent with the six (6) mile limit required by law. Kimley-Horn anticipates approximately three (3) or four (4) service areas will be required for roadway impact fees. Kimley-Horn will meet with the City to develop the water and wastewater impact fee service area boundaries within the existing City limits. Kimley-Horn anticipates one service area will be required for water and wastewater impact fees.

#### Task 2. Land Use Assumptions

Kimley-Horn 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. Data Collection. Kimley-Horn will coordinate with the City to obtain the following data:
  - 2.1.1 Owner Contacts The City shall provide the organization structure and contact information for the applicable City staff involved with the review of the land use assumptions.
  - 2.1.2 Comprehensive Master Plans The City shall identify and provide the City's most recent comprehensive master plans.
  - 2.1.3 Building Permit History The City shall provide Kimley-Horn with available building permit history (both residential and non-residential) for the previous ten (10) years.
  - 2.1.4 Currently adopted Land Use Assumptions for Water and Wastewater Impact Fees.
  - 2.1.5 Maps The City shall provide Kimley-Horn with available GIS shapefiles, associated databases, and layer files in ESRI ArcGIS10.x format. All data shall be projected in NAD 83 State Plane, South Central Texas Zone coordinates. Data should include:
  - 2.1.6 Current Zoning Map;
  - 2.1.7 Future Land Use Plan Map;
  - 2.1.8 City / County Parcel Data with living area information (require coordinate with Bell County);
  - 2.1.9 City Limits and ETJ Map; and
  - 2.1.10 Most recent digital orthophotograph (DOQ) of the City.
- 2.2. <u>Land Use Assumptions</u>. This task will require that Kimley-Horn develop the following for use in the Impact Fee calculations. The sources of the data may come from the recently completed master plans or growth scenarios. Below is a summary the information that will Kimley-Horn will produce.
  - 2.2.1 Existing population and employment information by service area for the Year 2014;
  - 2.2.2 Build-Out population and employment projections by service area;
  - 2.2.3 Ten Year population and employment projections by service area for the Year 2024;
  - 2.2.4 All population information shall be reported by number of persons and number of dwelling units; while all employment data shall be classified as number of square feet of floor area for Basic, Service, and Retail employment;
  - 2.2.5 Map identifying where the growth is projected; and
  - 2.2.6 Summary report to include with the Impact Fee Study showing a general overview of methodology and results.
- 2.3. <u>Documentation</u>. Kimley-Horn will incorporate the Land Use Assumptions information prepared by the City into the final Impact Fee Report. No separate documentation will be completed for the land use assumptions:
- 2.4. <u>Meetings</u>. The land use assumptions will be discussed during a bi-weekly coordination meeting.

City of Killeen – 2014 Impact Fee Study and Transportation Utility Feasibility Scope of Services

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#### 2.5. Deliverables.

- 2.5.1 Data collection request letter
- 2.5.2 No specific deliverables for this task; the Land Use Assumptions will be incorporated into the final Impact Fee Study Report.

#### Task 3. Water Impact Fee Study

Kimley-Horn will prepare the water impact fee study in conformance with Chapter 395 of the Local Government Code and shall include:

- 3.1. <u>Data Collection</u>. Kimley-Horn will deliver a letter request to the City describing water data that should be provided to Kimley-Horn. The data collection is as follows:
  - 3.1.1 Water Master Plan Kimley-Horn will coordinate with the City to obtain the latest water system master plan adopted by the City.
  - 3.1.2 Water CNN boundaries
  - 3.1.3 Kimley-Horn will obtain water usage history Annual water usage and maximum day usage records for the past ten (10) years for development of the service unit projection
- 3.2. <u>Infrastructure Capacity Criteria</u>. Kimley-Horn 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 Water Treatment Plant 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>. Kimley-Horn 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 Water Treatment Plant Facilities

It will not include existing City transmission lines.

- 3.4. <u>Maximum Assessable Water Impact Fee Calculation</u>. Kimley-Horn will calculate the additional service units based on the Land Use Assumptions. Kimley-Horn 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. Kimley-Horn will use a 50% credit as outlined Chapter 395 to determine the maximum assessable impact fee by service unit.
- 3.5. <u>Water Impact Fee Study Report</u>. Kimley-Horn will provide both a draft and final Water Impact Fee Study Report. The report will include:
  - 3.5.1 Water service area
  - 3.5.2 Narrative of the impact fee methodology

City of Killeen – 2014 Impact Fee Study and Transportation Utility Feasibility Scope of Services

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- 3.5.3 Impact fee calculations
- 3.5.4 Water Impact Fee CIP
- 3.5.5 Exhibits
- 3.5.6 Because of the relatively high printing costs and the challenge of managing drafts and final versions of each major component of the Impact Fee Study Report, draft versions of the Water Impact Fee Study Report will be submitted in .pdf format.
- 3.6. <u>Meetings</u>. The Water Impact Fee CIP will be discussed during a bi-weekly coordination meeting.
- 3.7. Deliverables.
  - 3.7.1 Data collection request letter
  - 3.7.2 Electronic (.pdf) copy of the Draft Water Impact Fee Report.
  - 3.7.3 Upon final approval of the Impact Fee Study and new ordinance by the City Council, Kimley-Horn will provide five (5) originals of the Final Impact Fee Study Report, including the Water Impact Fee component of the Report (see Task 7.2)

#### Task 4 – Wastewater Impact Fee Study

Kimley-Horn will prepare the wastewater impact fee study in conformance with Chapter 395 of the Local Government Code and shall include:

- 4.1. <u>Data Collection</u>. Kimley-Horn will deliver a letter request to the City describing water data that should be provided to Kimley-Horn. The data collection is as follows:
  - 4.1.1 Wastewater Master Plan Kimley-Horn will coordinate with the City to obtain the latest wastewater system master plan adopted by the City.
  - 4.1.2 Wastewater CNN boundaries
  - 4.1.3 Kimley-Horn will obtain wastewater usage history Annual water usage and maximum day usage records for the past ten (10) years for development of the service unit projection
- 4.2. <u>Infrastructure Capacity Criteria</u>. Kimley-Horn 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 (8-inch and larger)
  - 4.2.2 Existing and Future Lift Stations
  - 4.2.3 Existing and Future Force Mains
  - 4.2.4 Existing and Future Wastewater Treatment Plant Facilities

A criterion will not be developed for existing City transmission lines.

- 4.3. <u>Wastewater Impact Fee Capital Improvements Plan</u>. Kimley-Horn 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 (8-inch and larger)
  - 4.3.2 Existing and Future Lift Stations
  - 4.3.3 Existing and Future Force Mains
  - 4.3.4 Existing and Future Wastewater Treatment Plant Facilities

It will not include existing City trunk lines.

4.4. <u>Maximum Assessable Wastewater Impact Fee Calculation</u>. Kimley-Horn will calculate the additional service units based on the Land Use Assumptions. Kimley-Horn will then calculate the Impact Fee per service unit, unit equivalents by meter size and the Maximum Assessable Wastewater Impact Fee table by

City of Killeen – 2014 Impact Fee Study and Transportation Utility Feasibility Scope of Services

meter size. Kimley-Horn will use a 50% credit as outlined Chapter 395 determine the maximum assessable impact fee by service unit to determine the maximum assessable impact fee by service unit.

- 4.5. <u>Wastewater Impact Fee Study Report</u>. Kimley-Horn will provide both a draft and final Wastewater Impact Fee Study Report. The report will include:
  - 4.5.1 Wastewater service area
  - 4.5.2 Narrative of the impact fee study methodology
  - 4.5.3 Impact fee calculations
  - 4.5.4 Wastewater Impact Fee CIP
  - 4.5.5 Exhibits
  - 4.5.6 Because of the relatively high printing costs and the challenge of managing drafts and final versions of each major component of the Impact Fee Study Report, draft versions of the Wastewater Impact Fee Study Report will be submitted in .pdf format.
- 4.6. <u>Meetings</u>. The Wastewater Impact Fee CIP will be discussed during a bi-weekly coordination meeting.
- 4.7. Deliverables.
  - 4.7.1 Data collection request letter
  - 4.7.2 Electronic (.pdf) copy of the Draft Wastewater Impact Fee Study Report.
  - 4.7.3 Upon final approval of the Impact Fee Study and new ordinance by the City Council, Kimley-Horn will provide five (5) originals of the Final Impact Fee Study Report, including the Wastewater Impact Fee component of the Report (see Task 7.2)

#### Task 5 - Roadway Impact Fee Study

Kimley-Horn will prepare the roadway impact fee study in conformance with Chapter 395 of the Local Government Code and shall include:

- 5.1. <u>Data Collection</u>. Kimley-Horn will deliver a letter request to the City describing roadway data that should be provided to Kimley-Horn. The data collection is as follows:
  - 5.1.1 Thoroughfare Plan The City shall provide Kimley-Horn the most recent thoroughfare plan adopted by the City. GIS shapefiles, databases, and layering information shall be provided if available.
  - 5.1.2 Traffic Counts The City shall provide data (current and historical) for roadway segments on the current Master Thoroughfare Plan. This task includes data collection for 30 24-hour recording machine count locations.
  - 5.1.3 Design Standards
  - 5.1.4 Historic Roadway Bid Data
- 5.2. 10-Year Growth Projections and Capacity Analysis:
  - 5.2.1 In consultation with the City staff, Kimley-Horn will determine land use categories to be included in the land use vehicle-mile equivalency table.
  - 5.2.2 Kimley-Horn will identify the service units for new development and the average trip length. Using the 9th Edition of the Institute of Transportation Engineer's (ITE) Trip Generation Manual, Kimley-Horn will develop trip generation and pass-by trip rates.
  - 5.2.3 Kimley-Horn will perform an analysis of existing conditions. This will include a determination of roadway capacities, volumes, vehicle-miles of supply, vehicle-miles of demand, existing excess capacity, and existing deficiencies

- 5.2.4 Kimley-Horn will project traffic conditions for the ten-year planning period, the target year for the impact fee growth projections. This will include growth and new demand by service area. Kimley-Horn will determine the capacity available for new growth
- 5.3. 10-Year Growth Projections and Capacity Analysis:
  - 5.3.1 Kimley-Horn will assist the City to develop a Roadway Impact Fee Capital Improvements Plan, which will include cost projections for anticipated projects to be included in the study. The Roadway Impact Fee Capital Improvements Plan will include existing oversized facilities and proposed facilities designed to serve future development. The Roadway Impact Fee Capital Improvements Plan shall include a general description of the project and a project cost projection. Planning level cost projections for future projects will be prepared based on previous experience with Roadway construction costs. The City shall provide Kimley-Horn with actual City cost information for previously completed projects with excess capacity and any cost contribution to County or State projects.
  - 5.3.2 Kimley-Horn will identify the portion of project improvements required to serve existing demand and the portion of project improvements required to serve new development within the 10-year planning period.
- 5.4. <u>Maximum Assessable Roadway Impact Fee Calculation</u>. Using the newly developed 10-year growth projections, roadway impact fee capital improvements plan, and capacity available for new growth, Kimley-Horn will determine the cost of roadway improvements by service area, the maximum costs per service unit, and the resulting maximum assessable roadway impact fees by service area. Kimley-Horn will use a 50% credit as outlined Chapter 395 determine the maximum assessable impact fee by service unit determine the maximum assessable impact fee per service unit:
- 5.5. <u>Roadway Impact Fee Study Report</u>. Kimley-Horn will provide both a draft and final Roadway Impact Fee Report. The report will include:
  - 5.5.1 Roadway service areas
  - 5.5.2 Narrative of the impact fee study methodology
  - 5.5.3 Impact fee calculations
  - 5.5.4 Roadway Impact Fee CIP
  - 5.5.5 Exhibits
  - 5.5.6 Because of the relatively high printing costs and the challenge of managing drafts and final versions of each major component of the Impact Fee Study Report, draft versions of the Roadway Impact Fee Report will be submitted in .pdf format.
- 5.6. Meetings. The Roadway Impact Fee CIP will be discussed during a bi-weekly coordination meeting.
- 5.7. Deliverables.
  - 5.7.1 Data collection request letter
  - 5.7.2 Electronic (.pdf) copy of the Draft Roadway Impact Fee Report.
  - 5.7.3 Upon final approval of the Impact Fee Study and new ordinance by the City Council, Kimley-Horn will provide five (5) originals of the Final Impact Fee Study Report, including the Roadway Impact Fee component of the Report (see Task 7.2)

#### Task 6 – Transportation Utility Feasibility

- 6.1. <u>Development of Framework and Schedule</u>. Kimley-Horn's Subconsultant will develop a framework and methodology for determining the historical direct and indirect cost of the Transportation Division. The framework will focus on determining the direct and indirect cost the City of Killeen anticipates spending on transportation maintenance, roadway capacity improvements, and traffic signals.
- 6.2. <u>Determine Historical Direct and Indirect Costs</u>. Utilizing the methodology developed in Task 6.1, Kimley-Horn's Subconsultant will conduct a review and analysis of the historical indirect and direct costs for the Transportation Division. The historical review and analysis will cover a timeframe of up to three fiscal years. The three-year timeframe of the historical review and analysis will be limited by any organizational and/or budgetary changes that materially differ from City's current organizational structure and/or budgetary practices.

Kimley-Horn's Subconsultant will determine the historical direct and indirect cost of providing transportation maintenance, roadway capacity improvements, and traffic signals, which will include, but may not be limited to, the review and analysis of:

- the prorated cost of the acquisition, whether by eminent domain or otherwise, of land, rights-ofway, options to purchase land, easements, and interests in land for transportation maintenance, roadway capacity improvements, and traffic signals;
- the prorated cost of the acquisition, construction, repair, and maintenance of structures, equipment, and facilities for transportation maintenance, roadway capacity improvements, and traffic signals;
- the prorated cost of contracted architectural, engineering, legal, and related services, plans and specifications, studies, surveys, and all other expenses necessary or incident to planning, providing, or determining the feasibility and practicability of the transportation maintenance, roadway capacity improvements, and traffic signals;
- the prorated cost of funding and financing charges and interest arising from transportation maintenance, roadway capacity improvements, and traffic signals; and
- the prorated cost of funding and financing charges and interest arising from transportation maintenance, roadway capacity improvements, and traffic signals.

Kimley-Horn's Subconsultant will interview appropriate City staff who are knowledgeable of the historical and current operations and practices of performing the services associated with transportation maintenance, roadway capacity improvements, and traffic signals. Kimley-Horn's Subconsultant will conduct up to three (3) on-site interviews with City staff.

- 6.3. <u>Determine Budgeted Direct and Indirect Cost.</u> Kimley-Horn will determine the budgeted indirect and direct cost that the City of Killeen anticipates spending on transportation maintenance, roadway capacity improvements, and traffic signals during the fiscal year of 2013 2014.
- 6.4. <u>Program Project Cost Projections.</u> Using the information compiled in Tasks 6.1, 6.2 and 6.3, Kimley-Horn will determine a transportation utility program project list. This list is not anticipated to directly identify specific projects, but quantity and types of projects to be constructed utilizing the dollars from the transportation utility.
- 6.5. <u>Develop Methodology to Calculate the Transportation Utility Rate.</u> Kimley-Horn will develop a method to proportionally distribute the total program project cost (Task 6.3) among those who receive a water bill within the City. The City will provide Kimley-Horn the land uses to be utilized in the methodology. Kimley-Horn will provide the total number of residential units within the City limits. The City/Appraisal

City of Killeen – 2014 Impact Fee Study and Transportation Utility Feasibility Scope of Services

Page 7 of 12 April 22, 2014 District will provide the non-residential land uses broken out by type of land use and total square footage. Kimley-Horn will rely upon this information in the methodology development

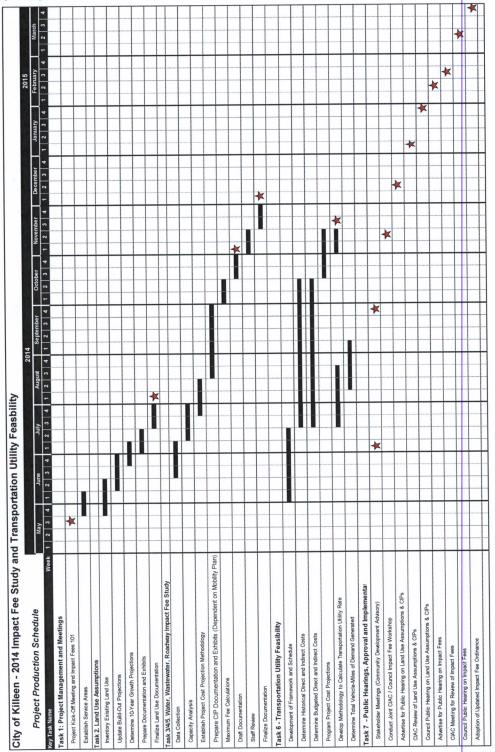
6.6. <u>Determine the total vehicle-miles of demand generated within the City.</u> PM peak hour trip generation estimates and pass-by trip reductions will be based upon the rates found in the ITE Trip Generation Manual and ITE Trip Generation Handbook. Trip lengths used in this calculation will be developed based upon the available regional travel studies conducted by the local MPO. Kimley-Horn will determine the percent of vehicle-mile demand each provided land uses within the City

#### Task 7 – Public Hearings, Approval and Implementation Tools

- 7.1. <u>Public Hearings and Approval.</u> It is anticipated that a representative from Kimley-Horn will prepare for and attend up to eight (8) meetings during the public hearing and approval process. These anticipated meetings are as follows:
  - 7.1.1 Up to two (2) stakeholder, Capital Improvements Advisory Committee (CIAC), City Council, or other committee meetings;
  - 7.1.2 One (1) CIAC/Council workshop to present fundamentals of Roadway Impact Fees, a summary of the Roadway Impact Fee methodology, Land Use Assumptions, and the CIP and Maximum Assessable Roadway Impact Fees;
  - 7.1.3 Two (2) CIAC public hearings to present the Land Use Assumptions, CIP, and Maximum Assessable Roadway Impact Fees;
  - 7.1.4 Two (2) City Council public hearings to present the Roadway Impact Fee, including the Land Use Assumptions, Roadway Impact Fee CIP and Maximum Assessable Impact Roadway Fees; and
  - 7.1.5 One (1) City Council meeting where it adopts the ordinance and establishes the actual Roadway Impact Fees.
- 7.2. Implementation Tasks.
  - 7.2.1 Upon final approval of the Impact Fee Study and new ordinance by the City Council, Kimley-Horn will provide five (5) copies of the Final Impact Fee Study Report, including Land Use Assumptions, Water, Wastewater, Roadway, and Financial Analysis components the Impact Fee Study, along with an electronic (.pdf) copy of the Final Impact Fee Study Report.
  - 7.2.2 At the request of the City, Kimley-Horn will review the proposed Impact Fee Ordinance as prepared by the City Attorney. It is anticipated the City Attorney will require exhibits from the Water, Wastewater, and Roadway Impact Fee Report to be included in the ordinance.
  - 7.2.3 Kimley-Horn will create a Water, Wastewater, and Roadway Impact Fee estimator spreadsheet tool to assist in calculating a development's impact fees based on the impact fee rates.

#### Project Meetings: Project Meetings are identified in Task 1 and Task 7.

Additional Services if required: Any services required by the Client in addition to the scope of services listed above, will be considered additional services and will only be performed when authorized by the Client. This may include, but are not limited to the following: 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. 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. Schedule: <u>The Consultant will endeavor to meet the Client's needs on this project</u>. Upon receipt of a signed copy of this agreement and authorization by the Client to perform the above tasks, the Consultant and the <u>Client will agree</u> upon a mutually acceptable schedule. Below is an estimate of the project schedule.



City of Killeen – 2014 Impact Fee Study and Transportation Utility Feasibility Scope of Services

Deliverables: See task descriptions above.

Method of compensation: Consultant will provide the following services on a lump sum basis:

Task 1: Project Management and Meetings	\$ 22,585
Task 2: Land Use Assumptions	\$ 14,470
Task 3: Water Impact Fee Study	\$ 32,015
Task 4: Wastewater Impact Fee Study	\$ 32,015
Task 5: Roadway Impact Fee Study	\$ 47,001
Task 6: Transportation Utility Feasibility	\$ 55,510
Task 7: Public Hearings, Approval, and Implementation Tools	\$ 29,975
	\$ 233,571

City of Killeen – 2014 Impact Fee Study and Transportation Utility Feasibility Scope of Services

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· · · · · · · · · · · · · · · · · · ·		KIMLEY-HORN												
		Project Manager Jeff Whitacre	Principal P.E. (QC)	Senior P.E. John Atkins	P. E.	Analyst	Acct'g Admin	Clerical	Subtotal Hours	Cost of Labor			Total Cost / Notes	
TASK DESCRIPTION Task 1: Project Management and Meetings 1.1. Project Kick-Off Meeting and Impact Fee 101 1.2. Project Team Status Meetings and Coordination 1.3. Project Status Reports 1.4. Service Areas		9 42 8	4	9 42		9 4	1	1 1 1 1	24 85 10 13		s s	200 1,200	Travel (\$164) and Meals (\$18 X 2) Travel (\$164*6) and Meals (\$18 X 12)	
5	Subtotal =	59	4	51	0	13	1	4	132	\$ 21,18	5 \$	1,400	<u>\$</u> 22,585	
Task 2: Land Use Assumptions         2.1. Data Collection         2.2 Land Use Assumptions         2.3. Documentation         2.4. Meetings (see Task 1)         2.5. Deliverables (Data Request Memo)		24 4	4 1			4 80 9	1	1 1 1	6 109 15 0 0					
	Subtotal =	28	5	0	0	93	1	3	15	\$ 14,47	'0 S		S 14,470	
Task 3: Water Impact Fee Study         3.1. Data Collection         3.2. Infrastructure Capacity Criteria         3.3. Water Impact Fee Capital Improvement Plan         3.4. Maximum Assessable Water Impact Fee Calculation         3.5. Water Impact Fee Update Report         3.6. Meetings (See Task 1)         3.7. Deliverables			1 1 2 4	2 27 27 18 18	9	4 60 4 40 5	1	1 1 1 1 4	8 29 98 25 63 0 12					
	Subtotal =	0	8	95	9	113	1	9	235	\$ 32,0	5 \$	-	\$ 32,015	
Task 4: Wastewater Impact Fee Study         4.1. Data Collection         4.2. Infrastructure Capacity Criteria         4.3. Wastewater Impact Fee Capital Improvement Plan         4.4. Maximum Assessable Wastewater Impact Fee Calculation         4.5. Wastewater Impact Fee Update Report         4.6. Meetings (See Task 1)         4.7. Deliverables			1 1 2 4	2 27 27 18 18	9	4 60 4 40 5	1	1 1 1 1 1	8 29 98 25 63 0 12					
	Subtotal =	= 0	8	95	9	113	1	9	235	\$ 32,0	15 \$		\$ 32,015	
Task S:       Roadway Impact Fee Study         5.1.       Data Collection (Includes 30 tube counts)         5.2.       10-Year Growth Projections and Capacity Analysis         5.3.       Roadway Impact Fee Capital Improvements Plan         5.4.       Maximum Assessable Roadway Impact Fee Calculation         5.5.       Roadway Report         5.6.       Meetings (see Task 1)         5.7.       Deliverables		3 14 40 18 18	1 4 1 4		9	9 30 120 40 5	1	1 1 1 1 1 4	14 46 174 20 63 1 9 0		s s		Sub Consultant Travel (\$164), Lodging (\$100x2) and Meals (\$18 X 4; \$30 X 2)	
	Subtotal =	= 93	10	0	9	204	1	10	327 0	\$ 37,5	05 §	9,496	\$ 47,00	
Task 6: Transportation Utility Feasibility         6.1. Development of Framework and Schedule         6.2. Determine Historical Direct and Indirect Cost         6.3. Determine Budgeted Direct and Indirect Cost         6.4. Program Project Cost Projections         6.5. Develop Methodogy to Calculate the Rate		1 1 35 60				1	1 2		2 1 1 36 62		5		Sub Consultant	
	Subtotal :	98	0	0	0	1	3	0	102	\$ 15,5	10 5	\$ 40,000	\$ 55,51	
Task 7: Public Hearings , Approval, and Implementation Tools 7.1. Public Hearings and Approvals 7.2. Implementation Tasks		48 40		48		20 20	1	1	0 118 60 0 0 0		3	\$ 3,072 \$ 228		
	Subtotal	= 88	0	48	0	40	1	1	280	\$ 26,0	575 5	\$ 3,300	) \$ 29,97	
Subtotal La Total KHA La Total Subcc	ly Rates = bor Fee = bor Fee = onsultant = xpenses =	\$155 \$56,730 \$179,375 \$49,000 \$5,196	35 \$220 \$7,700	289 \$190 \$54,910	27 \$115 \$3,105		9 \$75 \$675	36 \$40 \$1,440	0 1326	\$179,3	75	\$54,196	s 233,571.0	
GRAND TOTAL COST EST	IMATE =	\$ 233,57	1					Sec. 10				1		

City of Killeen – 2014 Impact Fee Study and Transportation Utility Feasibility Scope of Services

Page 11 of 12 April 22, 2014 Fees will be invoiced monthly based upon the percentage of services performed as of the invoice date. Payment will be due within 25 days of your receipt of the invoice.

Special terms of compensation: None

Other special terms of Individual Project Order: None

ACCEPTED: THE CITY OF KILLEEN, TEXAS

BY HC TITLE:

DATE:

**KIMLEY-HORN AND ASSOCIATES, INC.** 

BY

TITLE: Contract Specialist

DATE: April 22, 2014

City of Killeen – 2014 Impact Fee Study and Transportation Utility Feasibility Scope of Services

Page 12 of 12 April 22, 2014

### STANDARD MASTER AGREEMENT BETWEEN CLIENT AND KIMLEY-HORN AND ASSOCIATES, INC. FOR CONTINUING PROFESSIONAL SERVICES

THIS AGREEMENT is made this 22<sup>nd</sup> day of April, 2014, by and between <u>CITY OF KILLEEN, TEXAS</u> ("the Client") and KIMLEY-HORN AND ASSOCIATES, INC.

RECITALS

The Client and Kimley-Horn desire to set forth the general terms and conditions whereby Kimley-Horn, or an affiliated company, will be engaged to provide professional consulting services on one or more projects (with respect to each engagement "the Project"), with the specifics of each engagement to be set forth in an executed Individual Project Order ("IPO"). If the IPO is executed by an affiliated company of Kimley-Horn, the IPO shall incorporate the terms and conditions of this Agreement as if signed by the affiliated company. As used herein, "Consultant" shall refer to Kimley-Horn or an affiliated company executing an IPO.

#### AGREEMENT

(1) <u>Scope of Services and Additional Services</u>. The undertaking of the Consultant to perform professional Services under this Agreement extends only to the services set forth in IPO's ("the Services"). However, if requested by the Client and agreed to by the Consultant, the Consultant will perform Additional Services which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay the Consultant for the performance of any Additional Services an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 time cost.

(2) <u>Client's Responsibilities</u>. In addition to other responsibilities described in this Agreement or imposed by law, the Client shall have the following responsibilities:

(a) Designate in writing a person to act as the Client's representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.

(b) Provide all criteria and full information as to the Client's requirements, objectives, and expectations for the Project, including all numerical criteria that are to be met and all standards of development, design, or construction.

(c) Assist the Consultant by placing at its disposal all available information pertinent to the Project including previous reports and any other data relative to studies, design, or construction or operation of the Project.

(d) Furnish to the Consultant, as required for performance of the Consultant's Services (except to the extent provided otherwise in the IPO in question) (i) data prepared by or services of others, including without limitation borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspection of samples, materials and equipment; (ii) appropriate professional interpretations of all of the foregoing; (iii) environmental assessment and impact statements; (iv) property, boundary, easement, right-of-way, topographic and utility surveys; (v) property descriptions; (vi) zoning, deed and other land use restrictions; and (vii) other special data or consultations; all of which Consultant may use and rely upon.

(e) Provide Consultant surveys to establish reference points for construction (except to the extent provided otherwise in the IPO in question).

(f) Arrange for access to and make all provisions for the Consultant to enter upon public and private property as required for the Consultant to perform services under this Agreement.

(g) Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by the Consultant, obtain advice of an attorney, insurance counselor and other consultants as the Client deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the Consultant. The Consultant shall have no liability to the Client for delays resulting from Client's failure to review documents promptly.

(h) Furnish approvals and permits for all government authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

(i) Provide such accounting, independent cost estimating and insurance counseling services as the Client may require.

(j) Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job-related meetings and substantial completion inspections and final payment inspections.

(n) Give prompt written notice to the Consultant whenever the Client observes or otherwise becomes aware of any development that affects the scope, timing, or payment of Consultant's services, or any defect or nonconformance in any aspect of the Project.

(o) Bear all costs incidental to compliance with the requirements of this paragraph.

(3) <u>Period of Services</u>. The provisions of this section and the rates of compensation for the Consultant provided for elsewhere in this Agreement have been agreed to in anticipation of conditions permitting orderly and continuous progress of the Project through completion of the Consultant's Services. The Consultant shall begin work timely on each IPO after receipt of a fully executed copy of the IPO in question. The times for performance shall be extended as necessary for periods of suspension or delay resulting from circumstances the Consultant does not control. If such suspension or delay extends for more than six months (cumulatively), the rates of compensation in this Agreement and the IPO shall be renegotiated.

(4) <u>Compensation for Services</u>.

(a) The Consultant's compensation shall be computed on the basis set forth herein, unless otherwise stated in the IPO.

(b) The Client shall pay the Consultant an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.

(c) If the Consultant's compensation is on an hourly labor fee basis, estimated fees and expenses may be set forth in the IPO in question. Services undertaken or expenses incurred by the Consultant exceeding any estimates set forth in the IPO shall be the liability of the Client.

(5) <u>Method of Payment</u>.

(a) Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 25 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by the Consultant for the duration of the project and applied against the final invoice. Interest will be added to accounts not paid within 25 days at the rate of 12% per annum beginning on the 25<sup>th</sup> day. If the Client fails to make any payment due the Consultant under this or any other agreement within 30 days after the Consultant's transmittal of its invoice, the Consultant may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid in full and may commence proceedings, including filing liens, to secure its right to payment under this Agreement.

(b) If the Client relies on payment or proceeds from a third party to pay Consultant and Client does not pay Consultant's invoice within 60 days of receipt, Consultant may communicate directly with such third party to secure payment.

(c) If the Client objects to any charge on an invoice, it shall so advise the Consultant in writing giving its reasons within fourteen (14) days of receipt of the invoice or all such objections shall be waived and the amount stated in the invoice shall conclusively be deemed due and owing. If the Client objects on only a portion of the invoice, payment for all other portions remains due within 25 days of receipt.

(d) If the Consultant initiates legal proceedings to collect payment, it may recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings. Such expenses shall include the cost, at the Consultant's normal billing rates, of the time devoted to such proceedings by its employees.

(e) The Client agrees that payment to the Consultant is not subject to any contingency. The Consultant may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing the right of the Consultant to collect additional amounts from the Client.

Use of Documents. All documents, including but not limited to drawings, specifications, reports, (6)and data or programs stored electronically, prepared by the Consultant are related exclusively to the services described in this Agreement and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use, partial use or reuse by the Client or others on extensions of this project or on any other project. Any modifications made by the Client to any of the Consultant's documents, or any use, partial use or reuse of the documents without written authorization or adaptation by the Consultant will be at the Client's sole risk and without liability to the Consultant, and the Client shall indemnify, defend and hold the Consultant harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. The Consultant's electronic files and source code developed in the development of application code remain the property of the Consultant and shall be provided to the Client only if expressly provided for in the IPO. Any electronic files not containing an electronic seal are provided only for the convenience of the Client, and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by the Consultant, the hardcopy shall govern. Because data stored in electronic media format can deteriorate or be modified without the Consultant's authorization, the Client has 60 days to perform acceptance tests, after which it shall be deemed to have accepted the data.

(7) Opinions of Cost. Since the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any and all opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and qualifications and represent its best judgment as an experienced and qualified professional, familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from opinions of cost prepared by it. If at any time the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator to make such determination. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services by the Client.

(8) <u>Termination</u>. The obligation to provide further services under this Agreement may be terminated by either party upon seven (7) 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, or upon thirty days' written notice for the convenience of the terminating party. If any change occurs in the ownership of the Client, the Consultant has the right to immediately terminate this Agreement. In the event of any termination, the Consultant will be paid for all services rendered to the effective date of termination, all expenses subject to reimbursement, and other reasonable expenses incurred by the Consultant as a result of such termination. If the Consultant's compensation hereunder is determined on an hourly basis, the amount payable to the Consultant for services so rendered shall be established on the basis of the time and authorized expenses actually incurred on the Project to the effective date of termination. If the Consultant's compensation under this Agreement is a lump sum, upon such termination the amount payable to the Consultant for services rendered will be a proportional amount of the total fee based on a ratio of the services done, as reasonably determined by the Consultant, to the total services which were to have been performed.

(9) <u>Insurance</u>. The Consultant carries Workers' Compensation insurance, professional liability insurance, and general liability insurance. If the Client directs the Consultant to obtain increased insurance coverage, the Consultant will take out such additional insurance, if obtainable, at the Client's expense.

(10) <u>Standard of Care</u>. The standard of care applicable to Consultant's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by the Consultant's undertaking herein or its performance of services, and it is agreed that the Consultant is not a fiduciary with respect to the Client.

LIMITATION OF LIABILITY. In recognition of the relative risks and benefits of the Project to (11)both the Client and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent of the law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate of the Consultant and the Consultant's officers, directors, employees, agents, and the Consultant's subconsultants, and any of them, to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to the services under this Agreement from any cause or causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of the Consultant or the Consultant's officers, directors, employees, agents, the Consultant's subconsultants or any of them, shall not exceed twice the total compensation received by the Consultant under the IPO in question or \$50,000, whichever is greater. Higher limits of liability may be negotiated for additional fee. Under no circumstances shall the Consultant be liable for extra costs or other consequences due to changed conditions, or for costs related to the failure of contractors or materialmen to perform work in accordance with the plans and specifications. This Section 11 is intended solely to limit the remedies available to the Client or those claiming by or through the Client, and nothing in this Section 11 shall require the Client to indemnify the Consultant.

(12) <u>Mutual Waiver of Consequential Damages</u>. In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or lost profits.

(13) <u>Certifications</u>. The Consultant shall not be required to execute certifications or third-party reliance letters that are inaccurate, that relate to facts of which the Consultant does not have actual knowledge, or that would

cause the Consultant to violate applicable rules of professional responsibility.

(14) <u>Dispute Resolution</u>. All claims by the Client arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the Construction Industry Mediation Procedures of the American Arbitration Association as a condition precedent to litigation. Any mediation or civil action must be commenced within one year of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.

(15) <u>Hazardous Substances</u>. In no event shall Consultant be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Consultant's services will be limited to professional analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. The Consultant shall notify the Client of hazardous substances or conditions not contemplated in the scope of services of which the Consultant actually becomes aware. Upon such notice by the Consultant, the Consultant will stop affected portions of its services.

(16) Construction Phase Services.

(a) If the Consultant's services include the preparation of documents to be used for construction and the Consultant is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against the Consultant in any way connected thereto.

(b) If the Consultant provides construction phase services, the Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the Consultant. Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.

(c) The Consultant is not responsible for any duties assigned to the design professional in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and for its means and methods; that the contractor shall indemnify the Client and the Consultant for all claims and liability arising out of job site accidents; and that the Client and the Consultant shall be made additional insureds under the contractor's general liability insurance policy.

(17) <u>No Third-Party Beneficiaries; Assignment and Subcontracting</u>. Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than the Client and the Consultant,

and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the Client and the Consultant and not for the benefit of any other party. The Client shall not assign, sublet or transfer any rights under or interest in this Agreement or any claim arising out of the performance of services by the Consultant without the written consent of the Consultant. The Consultant reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If the Consultant exercises this right, it will maintain the agreed-upon billing rates for services identified in this Agreement or the IPO, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.

(18) <u>Confidentiality</u>. The Client hereby consents to the use and dissemination by the Consultant of photographs of the Project and to the use by the Consultant of facts, data and information obtained by the Consultant in the performance of its services. Notwithstanding the foregoing, with respect to any facts, data or information specifically identified in writing by the Client as confidential, the Consultant shall use reasonable care to maintain the confidentiality of such identified material.

(19) <u>Miscellaneous Provisions</u>. This Agreement is to be governed by the law of the State of Texas. This Agreement and each executed IPO contain the entire and fully integrated agreement between the parties, and supersede all prior and contemporaneous negotiations, representations, agreements or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both the Consultant and the Client. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions hereof. Also, the 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.

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

CITY OF KILLEEN, TEXAS

1 Kem ITS: CHAN **ATTEST** 

KIMLEY-HORN AND ASSOCIATES, INC.

ITS: Scott R. Arnold, Contract Specialist

What ATTEST

rev 07/13

# **1.0 KILLEEN, TX. PAVEMENT MANAGEMENT SYSTEM REPORT**

## **1.1 PROJECT INTRODUCTION**

The nation's highways represent an investment of billions of dollars by local, state and federal governments. For Killeen, who maintains **495** miles of paved roadways, this investment translates into roughly \$644.0M, when factoring in a replacement (reconstruction) cost of approximately \$1.3 million per mile.

Total Pavement Network Value (\$)	\$643.5M
Total Distress Value/"Fix" Everything (\$)	\$16.7M

## **1.2 PRINCIPLES OF PAVEMENT MANAGEMENT**

Given the persistent shortage of funds for maintaining these street systems, the preservation and stewardship of existing roads have become a major activity for all levels of government. An excellent way of maximizing the return on investment for the monies that do exist for road maintenance is to implement a pavement management system.

In its most basic form, pavement management is a systematic, heads-up approach to extending the life of your pavement network. More specifically, it is the process of planning, budgeting, funding, designing, constructing, monitoring, evaluating, maintaining and rehabilitating the pavement network to provide maximum benefits with available funds.

A pavement management system provides tools and methods for finding and implementing the best strategies to keep your pavements up and running as smoothly and efficiently as possible, and for as long as possible. Repairing streets when they are still in fair condition ultimately costs less over their lifetime than waiting to fix roads that have fallen into poor condition. In other words, the proactive approach of routine pavement management means less money wasted on frequent roadway reconstruction, and a potential savings of millions of dollars to your community.

This process is illustrated in **Figure 1-1**. It details how timely intervention can delay the inevitable total reconstruction for as long as practical. If repairs are delayed until a road is rated in "Fair" condition or worse, the cost of rehabilitation becomes 4 to 5 times more expensive than for those roads in "Good" condition. This means without preventive pavement maintenance, the cost of rehabilitation will be prohibitively expensive.

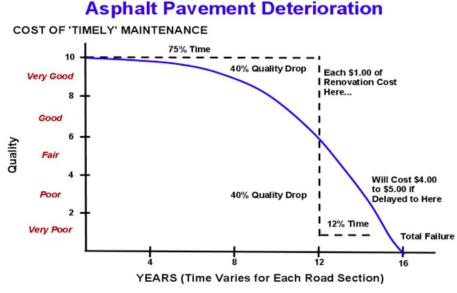


Figure 1-1 - Pavement Life Cycle Curve

Practically speaking, pavement management systems provide a way to store an accurate inventory of all roadways your agency is responsible for, enriched with links to easements, as-built records and historical documentation. The breadth and depth of information they hold, including digital images of roadways, baseline pavement condition data and reviews of deterioration over time, make them invaluable resources for measuring and tracking the effectiveness of maintenance and rehabilitation strategies.

It seems self evident that staying on top of the condition of your roadways will save you money and time. Successful pavement management programs let agency decision makers develop reliable performance models for the roadway, which can be used to generate sound policies and long-term rehabilitation strategies, budgets and timetables. Pavement management also acts as a central registry of the roadway network that can be shared with other agencies for issues related to right-of-way assets.

Of course, another compelling reason for implementing a pavement management system is the Governmental Accounting Standards Board (GASB) Statement 34. This regulation requires agencies that collect taxes for the purpose of managing a long-term, fixed infrastructure asset to either:

- **Option #1** Implement financial accounting controls to effectively depreciate and plan for the replacement of fixed assets; or,
- **Option #2** Implement an asset management system that provides a mechanism to gauge and budget for the long-term rehabilitation and/or maintenance of assets.

This study completed on the City's roadway network can be used as the basis for achieving GASB 34\*\* compliance, either as the foundation for the inventory and valuation of the network (Option #1), or as the foundation of an asset management system (Option #2).

\*\* Although the City may not be required to meet GASB 34 standards, they should still follow the industry best practices with regards to monitoring their infrastructure.

## **1.3 THE PAVEMENT MANAGEMENT PROCESS**

**Figure 1-2** depicts the three unique, but equally important steps that comprise the pavement management process.



#### THE PAVEMENT MANAGEMENT PROCESS

Figure 1-2 - The Pavement Management Process

#### 1. System Configuration

The first step involves identifying all roadways of the project network and assigning them a unique identifier. For each asset, we listed its physical characteristics (length, width, etc.) and attributes such as pavement type and road classification. As part of this step, the network is linked to a map.

#### 2. Field Data Collection or Field Surveys

After Step 1 is completed, every roadway in the system is surveyed and its condition assessed using the following criteria:

#### Surface Distress

Using high definition digital images, technicians evaluate the distress of the roads they travel on. They record pavement conditions such as cracking, potholes and raveling, all of which are examples of surface distress.

#### Severity

Once a distress has been identified, its severity (Low, Moderate, High) is attached to the appropriate record and its count (e.g. number of potholes), square footage (area covered by cracking), or linear feet (length of a specific crack) is added, as well.

All field survey data is collected in samples and summarized on an intersection-by-intersection basis. Each section constitutes a unit of data to populate the pavement management system.

Other data collected during field surveys include the pavement width, the pavement type, GPS coordinates and digital images.

#### 3. Analysis and Reporting

After all of the data has been gathered in the field, PCIs are calculated using the following process:

**Step 1:** All condition ratings of the field surveys captured at sample areas are combined to calculate one value that represents the whole section (section PCI) using the area weighted average:

$$PCI_{s} = PCI_{r} = \frac{\sum_{i=1}^{R} PCI_{ri} \times A_{ri}}{\sum_{i=1}^{R} A_{ri}}$$

Where

 $PCI_s$  = PCI of a pavement section

 $PCI_r\,$  = area weighted average PCI of random (or representative) sample units

 $PCI_{ri}$  = PCI of random sample unit number i

Ari = area of the random sample unit i

R = total number of inspected random sample units

Step 2: If additional sample units are inspected, they can be used to enhance the section PCI as follows:

$$PCI_{a} = \frac{\sum_{i=1}^{A} (PCI_{ai} \times A_{ai})}{\sum_{i=1}^{A} A_{ai}}$$
$$PCI_{s} = \frac{PCI_{r}(A_{s} - \sum_{i=1}^{A} A_{ai}) + PCI_{a} \times \sum_{i=1}^{A} A_{ai}}{A_{s}}$$

 $PCI_a$  = area weighted average PCI of additional sample units

 $PCI_{ai} = PCI$  of additional sample unit number i

Aai = area of additional sample unit i

 $A_s$  = total section area

**Step 3:** Using customer-defined constraints, such as the desired level of service or available rehabilitation technologies or budgets, paving plans are developed in the pavement management system.

## **1.4 UNDERSTANDING THE PAVEMENT CONDITION INDEX**

The following illustration (Figure 1-3) shows how the Pavement Condition Index (PCI) deteriorates over time for 3 different types of roadways. It also compares the PCI's to commonly used descriptive terms (Good, Satisfactory, Fair, Poor, Very Poor, Serious, Failed). The divisions between the descriptive terms are not fixed, but are meant to indicate common perceptions of roadway condition.

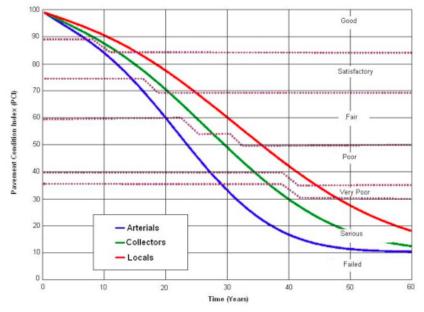


Figure 1-3 - Understanding the Pavement Condition Index Score

Table 1-1, an industry standard, defines the different PCI condition levels with respect to the remaining life of a pavement and typical rehabilitation options recommended.

PCI	Work Type	Description	Remaining Life	Rehabilitation Options
86-100	Rejuvenation	Good	15-25 Years	Little or no maintenance required - reclamite, fog seal rejuvenation
71-85	Global Preventative Maintenance	Satisfactory	12-20 Years	Routine maintenance - microsurfacing, slurry seal, crack sealing
51-70	Critical Condition	Fair	10-15 Years	Cape seals, microsurfacing, thin overlays
26-50	Conventional Approach	Poor	7-12 Years	Resurface, mill and resurface
0-25	Reconstruction	Very Poor	5-10 Years	Reconstruction, rebuild, full depth reclamation

Table 1-1 - Industry Standar	d for PCI Condition Levels
------------------------------	----------------------------

# **2.0 FIELD DATA COLLECTION**

## 2.1 PAVEMENT SURFACE CONDITION SURVEY

At the heart of pavement management is the acquisition and processing of pavement performance data. Transmap collected these data for Killeen using GPS and high definition digital images for each road section.

Pavement distresses recorded during this survey are itemized in Table 2-1 below, with respect to their pavement type (AC=Asphalt Concrete Pavement, PCC=Portland Cement Concrete).

Index	Description	Applied To				
Asphalt						
Surface Distress (SD)	Fatigue cracking that consists of a series of interconnecting cracks formed by repeated traffic loading	AC				
	An assessment of the number and quality of roadway patches					
	An assessment of number of potholes and severity					
	Measurement of longitudinal cracks quantified by 3 severities and lengths	AC				
	Measurement of transverse cracks quantified by 3 severities and crack count	AC				
	Measurement of extent and severity of alligator cracking	AC				
	Measurement of the extent of weathered and raveled pavement	AC				
	Measurement of extent and severity of block cracking	AC				
Concrete						
	Edges of slabs broken	PCC				
	Patching present in concrete	РСС				
	Slabs divided into four or more pieces	РСС				
	Transverse/longitudinal cracks that are divided into two or more pieces	PCC				

Table 2-1 - Description of Distresses Recorded by Transmap

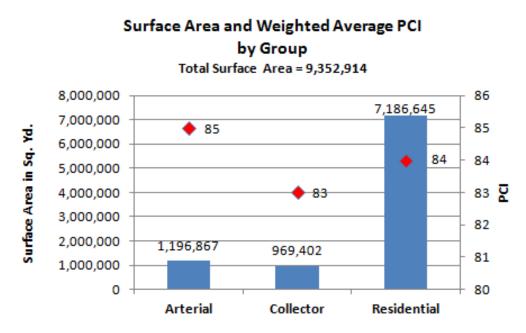
## 2.2 PAVEMENT SECTIONS INVESTIGATED

The intent of this study was to develop a network-level pavement management system for the paved and inspected roadways of Killeen. When the survey was conducted in July 2013, the network was comprised of approximately **495** centerline miles of roadway, broken down into three groups. The three groups are: Arterials, collectors, and residential. Table 2-2 summarizes the information regarding the network.

Functional Class	Length (Miles)	Area (yd²)	Area (yd <sup>2</sup> ) Percentage (Area)	
Arterial	43	1,196,867	13%	84.65
Collectors	ollectors 47 969,402 10%		10%	82.75
Residential	405	7,186,645	77%	83.51
Totals	495	9,352,914	100%	

 Table 2-2 Total Inspected Area and Percentages

The network can be broken down into three groups of interest: Those streets classified as arterials, those classified as collectors, and the remaining streets classified as residential. The bar graph below shows the number of square yards for each group and the related PCI's. The average PCI for the three groups is very similar. The pavement surface area of the residential streets is almost six (6) times as great as the arterial group.





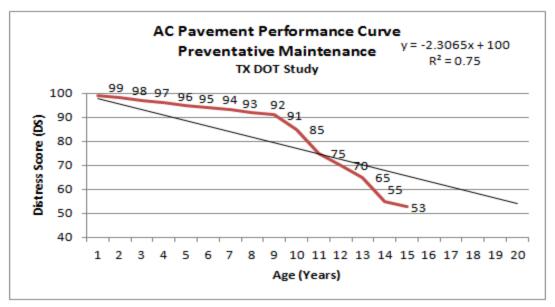
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# **3.0 PAVED NETWORK CONDITION & FINDINGS**

## **3.1 PAVED NETWORK PRESENT CONDITION**

The street network maintained by Killeen consists of approximately 495 centerline miles of pavement, with a weighted average PCI for 2013 of **84**. The condition was obtained by multiplying the pavement condition score of each roadway segment by the area of each segment, and then dividing the product by the total square feet of the entire roadway network. (Section 1.3).

**Figure 3-1** shows how the average condition index will deteriorate over time, if no preventive maintenance measures are taken. For example, in five years it is estimated that the average PCI will drop from 84 to 75. On average, the annual PCI drop for Killeen is estimated to be 2.0 points per year.



Recommend using a 2.0 drop per year

Figure 3-1: The "Do Nothing" approach will lead to a substantial drop in the average PCI of the network.

#### **Recommended Pavement Performance PCI Drops by M&R Category**

Transmap recommends using an average of the APWA/MicroPAVER model and the Texas DOT linear equation as shown above for PCI drops for each M&R Category. The averages are shown in the last column in the table below.

M&R Category	PCI Range	APWA & PCI Family Only	Transmap Recommendation Average of APWA, PCI, and Linear
Rejuvenation	86-100	1.5	1.75
Global	61-85	1.27	1.79
Conventional	40-60	2.5	2.41
Reconstruction	0-39	3.25	3.25

## **3.2 RECONSTRUCTION BACKLOG**

Backlog roadways are those that have dropped sufficiently in quality such that surface-based rehabilitation efforts would no longer be cost efficient. They require partial or total reconstruction. Backlog is expressed as the percentage of roads requiring partial or full reconstruction as compared to the total network.

The concept of present condition or PCI score and backlog must be fully understood in order to develop an effective pavement management program. The PCI score indicates the pavement condition and represents the amount of equity in the system. It is the value most commonly considered when gauging the pavement quality of a roadway network. It may also be used to define a desired level of service – that is, an agency may wish to develop a pavement management program such that in 5 years the pavement network score meets a set minimum value. It is the backlog, however, that defines the amount of work an agency is facing and is willing to accept in the future. Furthermore, it is the combination of the two that presents a true picture of the condition of a roadway network, and conversely defines improvement goals.

Generally, a backlog of 10% to 15% of the overall network by area is considered acceptable and manageable from a funding point of view. A target value of 12% would be considered ideal. A backlog below 10%, while certainly desirable from a service perspective, may represent a non-optimal expenditure of funds, if rehabilitation dollars are limited. Backlogs approaching 20% or more tend to snowball rapidly, unless aggressively checked through larger rehabilitation programs.

Figure 4-3 shows the percentage of surface area in each Maintenance & Rehabilitation (M&R) Category for 2013. Sections that will be considered for Killeen's backlog fall into the Reconstruction M&R Category.

With only 30,828 square yards of the surface area in the backlog category, the City staff is doing an excellent job of keeping the network in or above the Global M&R Category. Roads in the Global Category require preventative maintenance, which could include patching, cape seal, micro surfacing, double micro surfacing, crack sealing or liquid road. If left untreated, these roadways will drop in quality and become overlay candidates.

If there is no maintenance performed on the network, over the next five years, in 2018 this surface area will increase to 73,826 square yards or 1% of the network total. The pavement segments represented by this category need to be considered for the City's worst-first reconstruction candidates.

M&R Cat	PCI	Sq. Yd.	Sq. Yd. %	Mile	Unit Cost	2013 Cost
Rejuvenation	86-100	4,872,455	52%	250.56	\$0.00	\$0
Global	61-85	4,284,420	46%	234.45	\$3.16	\$13,538,767
Conventional	40-60	165,211	2%	8.88	\$14.50	\$2,395,560
Reconstruction	0-39	30,828	0%	1.52	\$27.00	\$832,356
Total		9,352,914		495.41		\$16,766,683

Total Network for 2013 by M&R Category

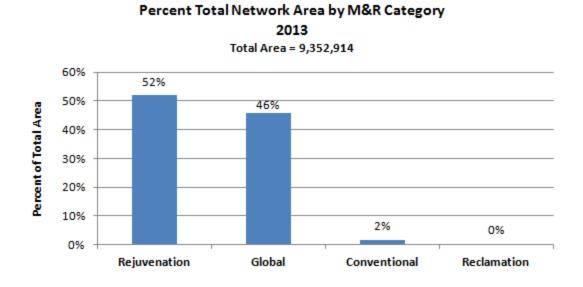


Figure 4-3: Total Network -Percent Total Area by M&R Categories in 2013

#### Arterial Network for 2013 by M&R Category

M&R Cat.	PCI	Sq. Yd.	Sq. Yd. %	Mile	Unit Cost	2013 Cost
Rejuvenation	86-100	622,260	52%	20.9	\$0.00	\$0
Global	61-85	549,386	46%	20.97	\$3.16	\$1,736,060
Conventional	40-60	25,221	2%	0.97	\$14.50	\$365,705
Reconstruction	0-39	0	0%	0	\$27.00	\$0
		1,196,867		42.84		\$2,101,765

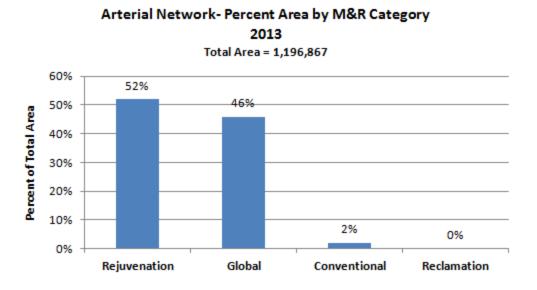
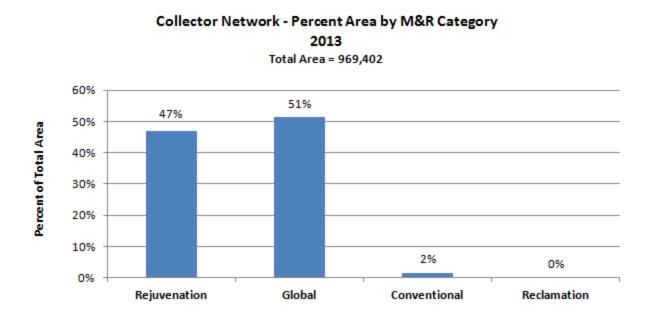


Figure 4-4: Arterial Network - Percent Total Area by M&R Categories in 2013

#### Collector Network for 2013 by M&R Category

M&R Cat.	PCI	Sq. Yd.	Sq. Yd. %	Mile	Unit Cost	2013 Cost
Rejuvenation	86-100	453,915	47%	21.12	\$0.00	\$0
Global	61-85	498,198	51%	25.22	\$3.16	\$1,574,306
Conventional	40-60	16,073	2%	0.76	\$14.50	\$233,059
Reclamation	0-39	1,216	0%	0.07	\$27.00	\$32,832
		969,402	1	47.17		\$1,840,197

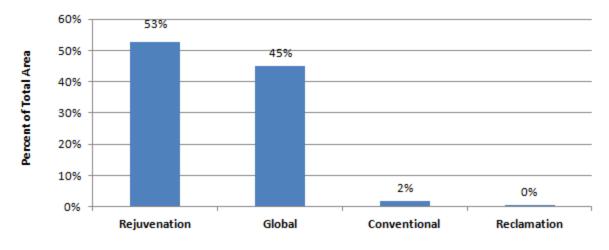




#### **Residential Network for 2013 by M&R Category**

M&R Cat.	PCI	Sq. Yd.	Sq. Yd. %	Mile	Unit Cost	Cost
Rejuvenation	86-100	3,796,279	53%	208.54	\$0.00	\$0
Global	61-85	3,236,836	45%	188.27	\$3.16	\$10,228,402
Conventional	40-60	123,917	2%	7.14	\$14.50	\$1,796,797
Reclamation	0-39	29,613	0%	1.45	\$27.00	\$799,551
		7,186,645		405.4		\$12,824,750





# 4.0 MAINTENANCE & REHABILITATION PLANNING

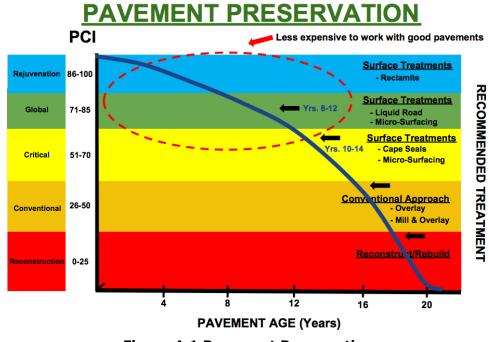
## **4.1 KEY ANALYSIS INPUTS**

All pavement management systems require user inputs in order to establish real world budgets and pavement maintenance & rehabilitation (M&R) plans. During the boot camp, decisions were made that affect the pavement rehabilitation program in a variety of ways. The key inputs are:

- The M&R Pavement Preservation Categories
- The M&R pavement treatment type
- The PCI ranges assigned to the M&R categories
- Unit cost per square yard for each pavement treatment type
- Expected life of the treatment type
- Agency budget and length of the planning period
- Budget required to achieve a target PCI at the end of the planning period
- Desired backlog at the end of the planning period

## **4.2 PAVEMENT PRESERVATION**

**Figure 4-1** represents the APWA/industry standard pavement preservation curve.



**Figure 4-1 Pavement Preservation** 

**Figure 4-2** represents APWA's pavement toolbox. This toolbox looks at possible preservation treatments and how they are cost effective to use as opposed to spending all funding on worst-first maintenance (rehabilitation/reconstruction).

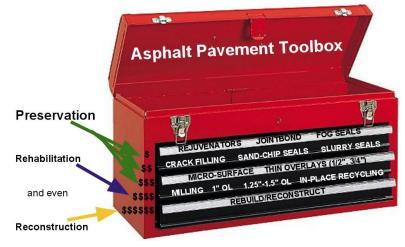


Figure 4-2 Preservation Treatments

This hierarchical strategy ensures that roadways slated for reconstruction remain in the reconstruction pipeline, even if there is a funding shortfall. Available funds are used to preserve those streets that can be treated with slurries and overlays. No real equity is lost when those roads become unacceptable for use, since they were already scheduled for reconstruction. **M&R Categories for the network** 

**Table 4-1** represents the four M&R categories and the associated price per square yard for year 2013 as defined by the Killeen staff. The table also represents what would happen if no treatments were applied for five years (2018) and how the funding needed to repair the system would increase by **2.2** times.

M&R Category	M&R Treatment	Price per Square Yard	Expected Result
Rejuvenation (PCI 86 -100)	Do Nothing	\$0.00	
Global (PCI 61-85)	Crack Seal/Slurry Seal	\$2.65 Slurry Seal, \$0.51 Crack Seal	5 year stabilization
Conventional (PCI 40 - 60 )	1.5" Mill and Pave	\$14.50	10 - 15 Years (Reset PCI to 100)
Reconstruction (PCI 0 -39)	Full Depth Reclamation	\$27.00	20 - 25 Years (Reset PCI to 100)

## M&R Category, Treatment, Price, and Expected Result (based on current M&R)

The values in Table 4-1, M&R Treatment and Costs (price per square yard), will be used in the remainder of the report. Transmap has attached maps and printed reports that use these four M&R categories. The maps and reports are broken out by segment and have funding for each M&R category.

The Killeen staff requested that Transmap conduct a sensitivity analysis using the worst-first approach to maintenance of the system. This analysis focused on the 2013 conventional and global M&R Categories, and was completed using an Excel Spreadsheets. The details are provided below.

#### Legacy Data

- City does not have legacy MicroPaver data
- Transmap will include all (existing) centerline fields in MicroPaver load
- COG will provide Council districts and ADT Data
- Work history up to 2007 is in the previously provided Pavement\_Sections centerline

M&R Cat	PCI	Sq. Yd.	Sq. Yd. %	Mile	Unit Cost	2013 Cost
Rejuvenation	86-100	4,872,455	52%	250.56	\$0.00	\$0
Global	61-85	4,284,420	46%	234.45	\$3.16	\$13,538,767
Conventional	40-60	165,211	2%	8.88	\$14.50	\$2,395,560
Reconstruction	0-39	30,828	0%	1.52	\$27.00	\$832,356
Total		9,352,914		495.41		\$16,766,683

#### Total Network for 2013 by M&R Category

Table 4-2

#### Total Network for 2018 by M&R Category (if no treatments were applied.)

M&R Cat	PCI	Sq. Yd.	Sq. Yd. %	Mile	Unit Cost	2013 Cost
Rejuvenation	86-100	944,482	10%	41.68	\$0.00	\$0
Global	61-85	7,685,831	82%	413.84	\$3.16	\$25,617,589
Conventional	40-60	648,776	7%	36.37	\$14.50	\$9,495,243
Reconstruction	0-39	73,826	1%	3.52	\$27.00	\$1,993,308
Total		9,352,914		495.41		\$37,106,140

## **5.0 NETWORK BUDGET ANALYSIS**

#### The analysis below has the following set of assumptions:

- The dollar figures were not adjusted for inflation.
- Until Killeen has sufficient years of data to develop their own performance curves, deducts will be assigned based on the performance curve developed from the Texas DOT. Please refer to section 3.1 for details.
- Current budget is \$1.75 Million per year
   City estimates it would be around \$10 Million to 'Catch Up'.
   CIP funding is \$10 Million every five years, \$1.75M per year after
- Transmap will provide recommendation maps for \$1.75 Million budget as well as a "Fix All" scenario.

#### The following section contains the budget analysis under current :

5.1 Worst-first approach for Network using \$1.75 Million annual budget.5.2 Capital Improvement Program (CIP) First and Second year for the repair of pavements in the Reconstruction M&R Category.

#### 5.1 Total Network using a \$500k Annual Budget

This section shows the impact of an annual \$500k budget, worst-first, has on the network level average PCI.

Year	Weighted Average PCI	Change in PCI	Actual Cost	# of sections	Miles (Total Miles=495)
2013	83.57				
2014	81.95	drop 1.62	\$510,438	12	0.84
2015	80.29	drop 1.66	\$467,655	15	0.95
2016	78.63	drop 1.66	\$504,193	15	1.01
2017	77.03	drop 1.60	\$497,157	31	1.71
2018	75.42	drop 1.61	\$506,672	33	2.07
Total		drop 8.15	\$2,486,115	106	6.58

#### Table 5-1: \$500k Annual Budget, based on a worst-first selection.

Under this budget scenario, the network level PCI seems to have stabilized at a drop of 1.66 points per year. There is no pavement sections in the reconstruction (backlog) M&R Category. The budget allows one or two centerline miles of pavement for repairs.

#### 5.2 Total Network using a \$1.75 Million Annual Budget

This section shows the impact of an annual \$1.75 Million budget, preventative maintenance, has on the network level average PCI. The preventative maintenance split was a 50%/50% between the Conventional Approach and Global Maintenance. Also completing the Reconstruction backlog.

Year	Weighted Average PCI	Change in PCI	Actual Cost	# of sections	Miles (Total Miles=495)
2013	83.57				
2014	81.80	drop 1.78	\$1,751,390	246	18.61
2015	80.73	drop 1.07	\$1,739,230	243	18.41
2016	79.37	drop 1.36	\$1,759,323	220	18.92
2017	78.06	drop 1.31	\$1,750,920	214	18.27
2018	76.80	drop 1.26	\$1,758,300	311	29.81
Total		drop 6.78	\$8,759,163	1,234	104.02

Table 5-2: \$1.75M Annual Budget, based on a worst-first selection split 50/50 between the Conventional Approach and Global Maintenance. After also completing the Reconstruction backlog.

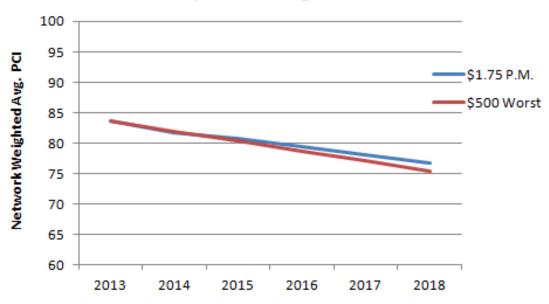
#### **Capital Improvement Program (CIP)** First and Second Year for repair of pavements in the Reconstruction M&R Category

Year	Weighted Average PCI	Actual Cost	# of sections	Miles (Total Miles=495)
2013	83.57			
2014	81.80	\$832,365	23	1.52
2015	80.73	\$240,897	6	0.5
Total		\$1,073,262	29	2.02

Table 5-3 shows the Capital Improvement Plan for 2014 & 2015

 Table 5-3: The Capital Improvement Plan spread out over the next two years to repair the sections of pavement within the Reconstruction M&R category.

Below is a graph showing the comparison of the two budgets: \$500k worst-first approach and the \$1.75M annual budget using the Preventative Maintenance (P.M.) approach.



**PCI by Year for Budget Senarios** 

## 6.0 SUMMARY

Table 5-1 shows that the \$500k annual budget allows the average network PCI to drop 8.15 points in the 5-year period. This is a troublesome trend and action is necessary for its reversal. If sufficient funds are not provided now, there will be an additional cost for maintenance treatments in the future. The PCI of pavements will drop from the Global M&R Category into the Conventional M&R Category. Transmap recommends using the APWA preventative maintenance approach to start reversing this trend.

With only 30,828 square yards of surface area in the M&R Reconstruction Category, the staff is doing a great job maintaining the city streets within the given budget. However, at the current budget level, the PCI will continue to slowly decline. The City staff should consider ways to obtain additional funds to allocate to repairs while attempting to keep the remainder of the network in or above the Global M&R Category. Money spent on timely pavement preservation techniques, such as crack seal/slurry seal or chip seal allows Killeen to keep their higher scoring roadways at a high level of service without a significant increase in backlog.

The \$1.75M preventative maintenance budget allows the average network PCI to drop almost 3.78 points in the 5-year period. The biggest advantage in support of this budget is that the maintenance repairs impacts 104 centerline miles of streets. While the \$500k budget only allows coverage for 6.6 centerline miles of streets.

Killeen should be able to see dramatic and sustained improvement in the condition of its street network, concurrent with its use of regular pavement condition surveys. The system enables the staff to forecast future needs, conduct research that contributes to improved pavement performance, and maximize pavement investments by objectively prioritizing roadway preservation and improvement projects.

In addition, the Pavement Management System provides a rational basis for communicating with the internal and external customers about stewardship of the City's infrastructure. The staff has the tools to blend reliable data for use in their analysis and to foster two-way communication of the results with decision makers.

It has been Transmap's pleasure to work with the Killeen staff to begin the development of a Pavement Management System. We are certain that the information provided is useful in keeping the network in optimum condition given budget constraints.



# City of Killeen

## Legislation Details

File #:	OR-	16-011	Version:	1	Name:	Repeal of Curbside Recycling	
Туре:	Ordi	nance			Status:	Ordinances	
File created:	3/20	/2015			In control:	City Council	
On agenda:	8/23	/2016			Final action:		
Title:	of O	Consider an ordinance repealing Chapter 24, Article II, Division 4, Section 24-87 of the Killeen Code of Ordinances dissolving residential curbside recycling service and amending Chapter 24, Article II, Division 6, Recycling rates.					
Sponsors:	Pub	lic Works	Department	t, Soli	d Waste, Recycl	ing	
Indexes:							
Code sections:							
Attachments:		ncil Memo nance	<u>orandum</u>				
Date	Ver.	Action By	y		Ac	ion	Result
8/16/2016	1	City Cou	uncil Workst	nop			

#### CITY COUNCIL MEMORANDUM

#### AGENDA ITEM

Ordinance dissolving residential curbside recycling service

#### ORIGINATING DEPARTMENT Public Works / Solid Waste Division

#### BACKGROUND INFORMATION

In May 2002, the City of Killeen initiated a curbside recycling collection program. The City originally took the program over from Harvest Recyclers, which operated the program from 2000-2002. Initially, when the City's Solid Waste Division took over the program, it was designed as a pilot program staged with one employee. As the pilot program grew over the years, additional employees were added to manage the workload. Currently, there are 2,804 subscription-based customers with collection days and customers served as follows: 835 on Monday, 735 on Tuesday, 589 on Thursday, and 645 on Friday. Due to the growth of City subscribers, the expansion of the City, and in order to continue to provide a high level of service, the Solid Waste curbside recycling subscription service collection and processing team has expanded to include four employees.

#### DISCUSSION/CONCLUSION

As discussed with City Council on July 12, 2016, the City's adopted Solid Waste Master Plan recommends dissolving residential curbside collection of recyclable materials because it is not cost effective. It costs the City more to provide the service than the City recovers in revenue. Based on SCS Engineers' rate model calculations, elimination of the curbside service is projected to save the City approximately \$279,045 per year. Options were also discussed on July 12, 2016, that included the following: 1) continue to allow general residential rates to subsidize the program; 2) charge the actual cost of the service to the customers using the service; 3) eliminate the curbside service; or 4) eliminate the curbside service and refocus the resources to boost commercial recycling efforts as those efforts are more cost effective and result in a more substantial diversion of recyclables from the waste stream. The actual and potential consequences of eliminating the curbside service include diminished services available to City customers, increase of materials disposed of in the regular waste stream (leading to additional transport and disposal cost for the Solid Waste Transfer Station cost center), and potential inappropriate dumping of material within the City. However, following termination of the subscription service, Killeen citizens will still have the option of dropping off recyclables at the two existing drop-off sites within Killeen, including the Killeen Recycling Center located at 111 E. Avenue F and the City's Transfer Station located at 12200 SH 195. Based on all facts presented, City Council directed that an ordinance be brought forward for City Council's final consideration of eliminating the service.

City staff recommends terminating the subscription recycling program effective on October 1, 2016. This will enable City staff time to provide appropriate notice to existing customers.

#### **FISCAL IMPACT**

The annual operating cost for the Curbside Recycling program is approximately \$381,280. Currently, annual revenue from subscribers is approximately \$87,485 and revenue from sale of recyclable materials received from the curbside service is approximately \$28,050. The projected additional transport and disposal costs is estimated at 70% of the 500 tons collected through the curbside service annually, assuming that 30% of the existing customers will continue to recycle at the City's drop of locations. The remaining 350 tons will diverted to the Transfer Station at an additional cost of \$13,300 annually (\$38.00 per ton). When both revenues and expenses are considered, elimination of the curbside service will produce an estimated annual savings of \$279,045. The cost savings from the termination of the subscription recycling program that are realized were taken into consideration by SCS Engineers when they calculated the new recommended rates for Solid Waste. Consequently, no rate increases for Solid Waste Service are recommended for FY 17.

#### RECOMMENDATION

City staff recommends that City Council approve the attached ordinance repealing the residential curbside recycling program and amending related fees, effective October 1, 2016, and authorize the City's Solid Waste Division to effectuate the cessation of the program to include, without limitation, notifying customers, ceasing to accept new recycling customers, and ceasing to replace bins of existing customers when lost, damaged or destroyed, and liquidating assets in accordance with City policies.

AN ORDINANCE REPEALING CHAPTER 24, ARTICLE II, DIVISION 4, SECTION 24-87 RESIDENTIAL CURBSIDE RECYCLING SERVICE AND AMENDING CHAPTER 24, ARTICLE II, DIVISION 6, SECTION 24-117 RECYCLING RATES, OF THE OFFICIAL CODE OF ORDINANCES OF THE CITY OF KILLEEN, TEXAS, OF THE SOLID WASTE SYSTEM; PROVIDING FOR THE REPEAL OF CONFLICTING PROVISIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

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

**SECTION I:** That Chapter 24 (Solid Waste) of the Code of Ordinances of the City of Killeen is hereby amended to read as follows:

## Chapter 24

## SOLID WASTE

## ARTICLE II. MUNICIPAL COLLECTION AND DISPOSAL SERVICE

## **DIVISION 4. RECYCLING PROGRAM**

#### Sec. 24-87. Residential curbside recycling service.

- (a) Residents may subscribe to a curbside recycling service for the collection of designated recyclables. The service frequency is once per week, same day as the scheduled collection day, using a 22-gallon recycling "blue" bin.
- (b) The monthly subscription fee is stated in the rate schedule, division 6.
- (c) A subscriber to the service may request an additional (second bin) and lid(s) for the bin(s) for a one-time fee as stated in the rate schedule, division 6.

(d) The recycling bin shall be placed at curb approximately four (4) feet away from the city furnished roll-out container no later than 7:00 a.m. on the scheduled collection day.

## **DIVISION 6. RATE SCHEDULE**

#### Sec. 24-117. - Recycling rates.

- (a) Subscription to the residential curbside recycling service: \$2.60 per month.
- (b) Additional (or second) 22-gallon recycling bin: city's current cost to purchase containers one time cost only.
- (c) Lid cover for the 22-gallon recycling bin: city's current cost to purchase lids one time cost only.
- (a)(d) Public scale fee:
- (1) Weight ticket \$9.50
- (2) Copy of ticket \$6.50
- (b)(e) Roll-off rental for special purposes or events: \$68.25 (per service).
- (c)(f) Fee for each appliance received at Killeen recycling center for CFC evacuation and disposal of appliance: \$21.00.
- (d)(g) Pickup of an appliance containing CFC's at residential curbside, CFC evacuation, and disposal of appliance: \$42.00.
- (Ord. No. 03-41, § I, 8-26-03; Ord. No. 09-057, § I, 9-15-09; Ord. No. 10-048, § I, 9-14-10; Ord. No. 11-081, § I, 9-13-11)

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

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

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

**SECTION V.** That this ordinance shall be effective October 1, 2016.

**PASSED AND APPROVED** at a regular meeting of the City Council of the City of Killeen, Texas, this \_\_\_\_\_ day of \_\_\_\_\_, 2016, at which meeting a quorum was present, held in accordance with the provisions of V.T.C.A., Government Code, §551.001 *et seq*.

#### **APPROVED:**

Jose Segarra, MAYOR

ATTEST:

Dianna Barker, CITY SECRETARY

**APPROVED AS TO FORM:** 

Kathryn H. Davis, CITY ATTORNEY

ORD \_\_\_\_\_ Date: \_\_\_\_\_



# City of Killeen

## Legislation Details

File #:	PH-′	16-028	Version:	1	Name:	Zoning 16-14				
Туре:	Ordi	nance/Pul	blic Hearing		Status:	Public Hearings				
File created:	7/13	/2016			In control:	City Council				
On agenda:	8/23	/2016			Final action:					
Title:	HOLD a public hearing and consider an ordinance requested by 439 Lakeview Development Ltd. (Case #Z16-14) to rezone approximately 8.12 acres, being Lots 1-13, Block 11, Lots 1-4, Block 12 and Lots 1-4, Block 13, Lakeview Park Subdivision, from "R-3" (Multifamily Residential District) and "B -3" (Local Business District) to a Planned Unit Development (PUD) for "SF-2" (Single-Family Residential District) uses. The properties are locally known as 1500 through 1506, 1508, 1510, 1512, 1601, 1603, 1605, 1606, 1608 through 1613 and 1701 Justin Lane, Killeen, Texas.									
Sponsors:	Plan	ning & De	velopment	Dept						
Indexes:										
Code sections:										
Attachments:	<u>Cou</u>	ncil Memo	<u>orandum</u>							
	<u>Attac</u>	Attachment to CCMO								
		<u>Minutes</u>								
		Ordinance								
		lication								
		ation map								
		<u>er map</u>								
		sideration	<u>s</u>							
	Concept Plan									
	Res	ponse								
Date	Ver.	Action By	,		Act	on Result				
8/16/2016	1	City Cou	ncil Worksh	юр						

#### CITY COUNCIL MEMORANDUM

AGENDA ITEM

#### ZONING CASE #Z16-14 "R-3" (MULTIFAMILY RESIDENTIAL DISTRICT) AND "B-3" (LOCAL BUSINESS DISTRICT) TO PLANNED UNIT DEVELOPMENT (PUD) WITH "SF-2" (SINGLE-FAMILY RESIDENTIAL DISTRICT)

#### ORIGINATING DEPARTMENT PLANNING & DEVELOPMENT SERVICES

#### Nature of the Request

439 Lakeview Development Ltd. submits this request to rezone approximately 8.12 acres, being Lots 1-13, Block 11, Lots 1-4, Block 12 and Lots 1-4, Block 13, Lakeview Park Subdivision, from "R-3" (Multifamily Residential District) and "B-3" (Local Business District) to a Planned Unit Development (PUD) for "SF-2" (Single-Family Residential District) uses. The properties are locally known as 1500 through 1506, 1508, 1510, 1512, 1601, 1603, 1605, 1606, 1608 through 1613 and 1701 Justin Lane, Killeen, Texas.

The applicant is proposing the following PUD deviation and trade-off:

- 20' feet front yard setback, which is a <u>decrease</u> from the required 25' front yard setback
- 115' minimum lot depth, which is an <u>increase</u> from the required 100' feet minimum lot depth

The net effect of the PUD will be an <u>increase</u> in the minimum lot size from 5,000 square feet to 5,750 square feet and an <u>increase</u> of the buildable envelope (i.e. developable area) from 2,200 square feet to 3,000 square feet. The current "SF-2" architectural design and landscaping standards will apply to the PUD request.

The architectural design standards are as follows: The same exterior architectural elevation may not be used within any grouping of five homes. Homes must have a minimum of 50% brick, stucco or stone veneer for exterior walls excluding doors, windows and gables.

The landscaping standards are as follows: All yards shall be fully sodded or covered with other city-approved groundcover, as determined by the Building Official, to ensure compatibility and to control dust, erosion and sediment from migrating off-site. Additionally, for each dwelling unit, a minimum of one (1) six (6) foot tall canopy tree with two-inch caliper, and eight (8) three (3) gallon shrubs, are required to be planted in the front yard. All landscaping must be in place upon final inspection unless an extension is granted in writing by the Building Official. Such extension shall not exceed sixty (60) days.

#### **District Descriptions:**

# A building or premises in a "SF-2" Single-Family Residential District shall be used only for the following purposes:

- (1) Single-family dwellings meeting the criteria of the garden home district, with a minimum floor area of one thousand one hundred (1,100) square feet
- (2) All uses allowed in section 31-186, including those defined as home occupation uses

#### Property Specifics

Applicant/Property Owner: 439 Lakeview Development Ltd.

**Property Location:** The property is located along the south right-of-way of Rancier Avenue, west of Shimla Drive.

**Legal Description:** : The property is 8.12 acres, being Lots 1-13, Block 11, Lots 1-4, Block 12 and Lots 1-4, Block 13, Lakeview Park Subdivision.

#### Zoning/Plat Case History:

- The property was rezoned from "R-3" (Multifamily Residential District) to "B-3" (Local Business District) on October 28, 2014, per Ordinance No. 04-78.
- The subject property is platted as Lakeview Park Subdivision, which was filed for record on May 16, 2006, in Cabinet D, Slide 116-AA, Plat Records, Bell County, Texas.

#### Character of the Area

**Existing Land Uses(s) on the Property:** The property is currently vacant. There is a mixture of existing commercial uses and residential uses in the vicinity.

#### Figure 1. Aerial Map

See attachment.

Historic Properties: None

#### Infrastructure and Community Facilities

#### Water, Sewer and Drainage Services:

Provider: City of Killeen.

Within Service Area: Yes.

Feasibility Study or Service Commitment: Water, sanitary sewer, and drainage utility services are readily available to the property. The property lies entirely within a previously platted subdivision; however, no supporting public infrastructure was ever completed for the proposed development. In accordance with the City of Killeen Code of Ordinances, the developer is required to extend public utilities to the property in accordance with the plan of service validated with the approved plat cases. The property owner and his agents are cautioned that

unknown or unforeseen site conditions may require remedial action to provide safe and adequate water, sewer, or drainage service to the property. Further, City of Killeen development regulations require that capacity analyses related to development of the property are the sole responsibility of the owner. The owner or his agents, acting as the permit applicant for the subject property, shall coordinate tie-in to all publicly dedicated infrastructure with the Public Works Department.

#### Transportation:

Existing conditions: The applicant is proposing one direct ingress/egress point onto Rancier Avenue (FM 439), a state-system thoroughfare, which is classified as a 110' feet arterial on the City's adopted Thoroughfare Plan.

Proposed Improvements: The project concept plan contemplates one point of ingress/egress through a 50' right-of-way. The relocation of the platted Brim Lamkey Lane intersection with Rancier Ave (FM 439) is subject to approval by TxDOT. Discrete drives onto Rancier Ave (FM 439), a minor arterial street, would not be allowed.

Projected Traffic Generation: Not significant

#### **Environmental Assessment**

**Topography:** The elevation ranges from 796 feet to 806 feet above sea level.

**Regulated Floodplain/Floodway/Creek:** This property is partially located in a Zone AE Special Flood Hazard Area. There are no known wetlands on this parcel. Based on the submitted concept plan, this development will need to be re-platted and the current drainage requirements will apply to any development on this parcel. Currently, runoff on this development sheet flows south onto the adjacent parcels and drainage easements prior to entering Caprice Ditch. The runoff then flows from Caprice Ditch into Nolan Creek prior to leaving the City. Nolan Creek is currently listed on the TCEQ's 2014 303(d) water quality list for impairment due to bacteria and concerns for near non-attainment for nutrients.

#### Land Use Analysis

Land Use Plan: The property is designated as 'General Residential' on the Future Land Use Map (FLUM) of the Comprehensive Plan.

Plan Recommendation: The 'General Residential' designation of the Comprehensive Plan is a medium intensity category and contemplates the following: detached residential dwellings as the primary focus; attached housing types subject to compatibility and open space standards (e.g., duplexes, townhomes, patio homes); planned developments, potentially with a mix of housing types and varying densities, subject to compatibility and open space standards; public/institutional; and parks and public spaces.

Consistency: The zoning request is consistent with the current FLUM of the Comprehensive Plan.

#### Public Notification

The staff notified sixteen (16) surrounding property owners regarding this request. Staff has received a response of support from Dale Hennig, the owner of 1700 and 1702 Cedarview Circle.

#### **Recommendation**

The Planning and Zoning Commission recommended approval of the applicant's PUD request, <u>excluding Lots 1 through 3 and the remainder tract</u>, which are located at the northwest corner of the concept plan. The purpose of excluding this portion of the property from the concept plan is to reduce the total number of lots from thirty-three (33) to thirty (30), thus removing the need for two access points. This project is a much needed in-fill development opportunity, and the project will further north Killeen revitalization efforts.

Figure 1. Aerial Map



#### MINUTES PLANNING AND ZONING COMMISSION MEETING AUGUST 1, 2016

#### <u>CASE #Z16-14</u> <u>R-3 AND B-3 to PUD w/SF-2</u>

HOLD a public hearing and consider a request submitted by 439 Lakeview Development, Ltd. to rezone approximately 8.12 acres, being Lots 1-13, Block 11, Lots 1-4, Block 12, Lots 1-4, Block 13, Lakeview Park Subdivision, from B-3 (Local Business District) and R-3 (Multifamily Residential District) to a Planned Unit Development (PUD) for SF-2 (Single-Family Residential District) uses. The properties are locally known as 1500 through 1506, 1508, 1510, 1512, 1601, 1603, 1605, 1609, 1611, 1613 and 1701 Justin Lane, Killeen, Texas.

Chairman Frederick asked for staff comments.

City Planner Tony McIlwain stated that this request is to rezone approximately 8.12 acres, from "R-3" (Multifamily Residential District) and "B-3" (Local Business District) to a Planned Unit Development (PUD) for "SF-2" (Single-Family Residential District) uses.

The applicant is proposing the following PUD deviation and trade-off:

- 20' feet front yard setback, which is a decrease from the required 25' front yard setback
- 115' minimum lot depth, which is an increase from the required 100' feet minimum lot depth

The net effect of the PUD will be an increase in the minimum lot size from 5,000 square feet to 5,750 square feet and an increase of the buildable envelope (i.e. developable area) from 2,200 square feet to 3,000 square feet. The current "SF-2"architectural design and landscaping standards will apply to the PUD request. Homes must have a minimum of 50% brick, stucco or stone veneer for exterior walls excluding doors, windows and gables. All yards shall be fully sodded or covered with other city-approved groundcover. Additionally, for each dwelling unit, a minimum of one (1) six (6) foot tall canopy tree with two-inch caliper, and eight (8) three (3) gallon shrubs, are required to be planted in the front yard.

The City Planner stated that during the workshop there was some discussion regarding the number of lots and the impact they would have with only one point of ingress/ egress. Part of the discussion was flexibility, if a single access point is approved, the access must be constructed as a raised median divided street with a distance of one-hundred and twenty (120) feet.

Mr. Ben Purser, Killeen Engineering & Surveying, Ltd., 2901 E. Stan Schlueter Loop, Killeen, Texas was present to represent this request.

Chairman Frederick opened the public hearing.

Ms. JoAnn Purser spoke in support of the request.

With no one else requesting to speak, the public hearing was closed.

Deputy City Attorney Holli Clements read the following from City of Killeen Code of Ordinance:

Chapter 26, Section 26-101, (i)

Where a major entrance to a subdivision is not a planned collector on the thoroughfare plan, the local/marginal access street shall be a minimum of forty-eight (48) feet wide (back-of curb to back-of-curb) with a seventy (70) foot right of way for a minimum distance of one hundred and twenty (120) feet from the intersection. Where a subdivision has multiple points of ingress/egress, the major entrance shall be on the street with the most intense functional classification. In circumstances where the functional classifications are equal or both streets are local, the developer may select his major entrance subject to the approval of the city engineer. As a rule, new subdivisions must have at least two (2) access streets. A developer may request the planning and zoning commission waive this rule and approve one access street if the access street has no connecting streets, terminates in a permanent cul-de-sac, is not more than one thousand and two-hundred (1200) feet in length and provides access to not more than a total of thirty (30) single-family dwelling lots or an equivalent housing unit density comprised of duplex or multi-family structures. However, in no case shall lots platted in the city of Killeen have their sole access through an adjacent city. In addition to the single point of access situation presented by streets that end in permanent cul-de-sac, a single point of access may be dictated by property configuration, considerations the volume of property owned by the plat applicant, safety engineering, or access management restrictions. In determining if a new subdivision may have one point of ingress/egress, consideration shall be given to:

- (1) traffic circulation and emergency vehicle access;
- (2) traffic and pedestrian safety with due consideration given to school bus routes;
- (3) topography and visibility distances;
- (4) surrounding developed property and whether adjacent development is anticipated to provide additional access;
- (5) whether the property owner owns sufficient property to provide a second access point.

If a single access point is approved, the access must be constructed as a raised median divided street with a distance of one-hundred and twenty (120) feet. The city engineer will determine the number of lanes required and if turning or acceleration/deceleration lanes are required to provide safe ingress/egress after due consideration to the density of the subdivision and the functional clarification of the street intersecting with the access street.

After a lengthy discussion, City Planner McIlwain informed the Commission that the applicant decided to reduce the proposed project by 3 lots.

Vice Chair Dorroh stated that the commission should try to keep all lots residential.

The City Planner stated that the applicant is requesting approval of a Planned Unit Development (PUD) for "SF-2" (Single-Family Residential District) with a 20' foot front yard setback and a minimum lot depth of 115' feet. This will include everything that is in the concept plan with the exception of the northwest corner which are Lots 1-3 and the remainder tract that is being proposed.

Vice Chair Dorroh motioned to approve this request. Commissioner DeHart seconded the motion. The motion passed 6-0.

Chairman Frederick stated that this will be forwarded to City Council with a recommendation to approve.

## ORDINANCE \_\_\_\_\_

# AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF KILLEEN BY CHANGING THE ZONING OF CERTAIN PROPERTY OUT OF THE CITY OF KILLEEN, BELL COUNTY, TEXAS, FROM R-3 (MULTIFAMILY RESIDENTIAL DISTRICT) AND B-3 (LOCAL BUSINESS DISTRICT) TO A PLANNED UNIT DEVELOPMENT (PUD) WITH SF-2 (SINGLE-FAMILY RESIDENTIAL DISTRICT) USES; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR THE REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, 439 Lakeview Development, Ltd. submits this request for an amendment of the zoning ordinance of the City of Killeen by changing the classification of 8.12 acres, being Lots 1-13, Block 11, Lots 1-4, Block 12 and Lots 1-4, Block 13, Lakeview Park Subdivision, from "R-3" (Multifamily Residential District) and "B-3" (Local Business District) to a Planned Unit Development (PUD) for "SF-2" (Single-Family Residential District) uses, said request having been duly presented and recommended for approval by the Planning and Zoning Commission of the City of Killeen with the following deviations: 20' front yard setback; 5,750 square feet minimum lot size; 115' minimum lot depth; this approval excludes Lots 1 through 3 and the remainder tract, which are located at the northwest corner of the concept plan on the 1st day of August 2016; and due notice of the filing of said request was set for 5:00 P.M., on the 23rd day of August 2016, at the City Hall, City of Killeen;

**WHEREAS,** the City Council at said hearing duly considered said request, the action of the Planning and Zoning Commission and the evidence in support thereof, and the City Council being of the majority opinion that the request should be approved;

### NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF

## THE CITY OF KILLEEN:

**SECTION I.** That the zoning classification of the following described tract be changed from "R-3" (Multifamily Residential District) and "B-3" (Local Business District) to a Planned Unit Development (PUD) with "SF-2" zoning with the following deviations: 20' front yard setback; 5,750 square feet minimum lot size; 115' minimum lot depth, with the exclusion of Lots 1 through 3 and the remainder tract, which are located at the northwest corner of the concept plan, said property being part of the Lakeview Park Subdivision. The property is located along the south right-of-way of Rancier Avenue (FM 439), directly south of Cedarhill Drive, Killeen, Texas.

**SECTION II.** That should any section or part of this ordinance be declared unconstitutional or invalid for any reason, it shall not invalidate or impair the validity, force, or effect of any other section or parts of this ordinance.

**SECTION III.** That all ordinances and resolutions, or parts thereof, in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

**SECTION IV.** That this ordinance shall take effect immediately upon passage of the ordinance.

**PASSED AND APPROVED** at a regular meeting of the City Council of the City of Killeen, Texas, this 23rd day of August 2016, 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:**

ATTEST:

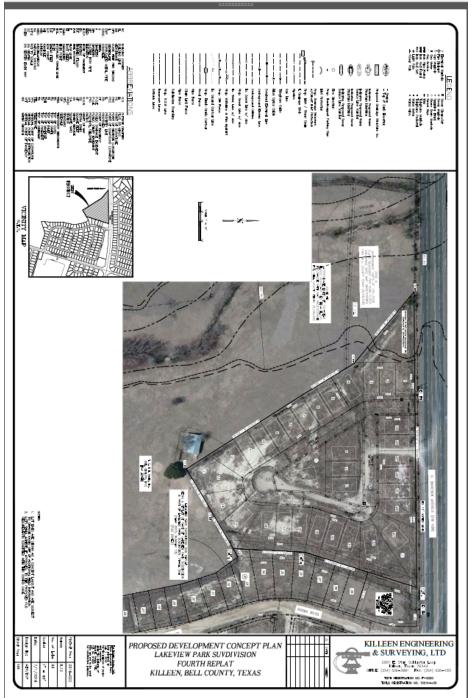
Jose Segarra, MAYOR

Dianna Barker, CITY SECRETARY

**APPROVED AS TO FORM** 

Kathryn H. Davis, City Attorney Case #16-14 Ord. #14-\_\_\_

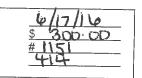
Fig. 1: Concept Plan





leta es da

Date Paid: Amount Paid: Cash/MO #/Check #: Receipt #:



CASE #: 216-14

# **City of Killeen** Zoning Change Application

[X] General Zoning Change \$300.00 [ ] Conditional Use Permit \$500.00

Name(s) of Property Owner: 439 LAKEVIEW DEVELOPMENT LTD
Current Address: 2901 E. Stan Schlueter Loop
City:KilleenState:TexasZip:75642
Home Phone: (254) 526-4652Business Phone: (254) 634-5567. Cell Phone: (254) 535-1540
Email: cpurser@purserco.com
Name of Applicant: (same)
(If different than Property Owner)
Address:
City: State: Zip:
Home Phone: ()Business Phone: ()Cell Phone_()
Email:
Address/Location of property to be rezoned: Located at and around 1606 Justin Lane
Legal Description: 8.12 ac. out of the J. S. Wilder Survey, Abstract No. 912
Metes & Bounds or Lot(s) Block Subdivision
Is the rezone request consistent with the Comprehensive Plan? YES INC If NO, a FLUM amendment application must be submitted.
Type of Ownership:Sole OwnershipPartnershipCorporationOther
Present Zoning B-3, R-3 Present Lise: Vacant
Proposed Zoning:Proposed Use:PUD
Conditional Use Permit for:
This property was conveyed to owner by deed dated 2014 and recorded in Volume
Page, Instrument Number201400039974 of the Bell County Deed Records. (Attached)
Is this the first rezoning application on a unilaterally annexed tract? Yes (Fee not required) No $\\checkmark$ (Submit required fee)

# APPOINTMENT OF AGENT

As owner of the subject property, I hereby appoint the person designated below to act for me, as my agent in this request.

Name of Agent: _Killeen Engineering & Surveying, Ltd.							
Mailing Address: 2901 E. Stan Schlueter Loop							
City:	Killeen	State:	Texas	Zip:	76542		
Home Phone: (25	54) <u>526-4652</u> E	Business Phone:	(254)	526-398	1	_Email:	bpurser@kesltd.com

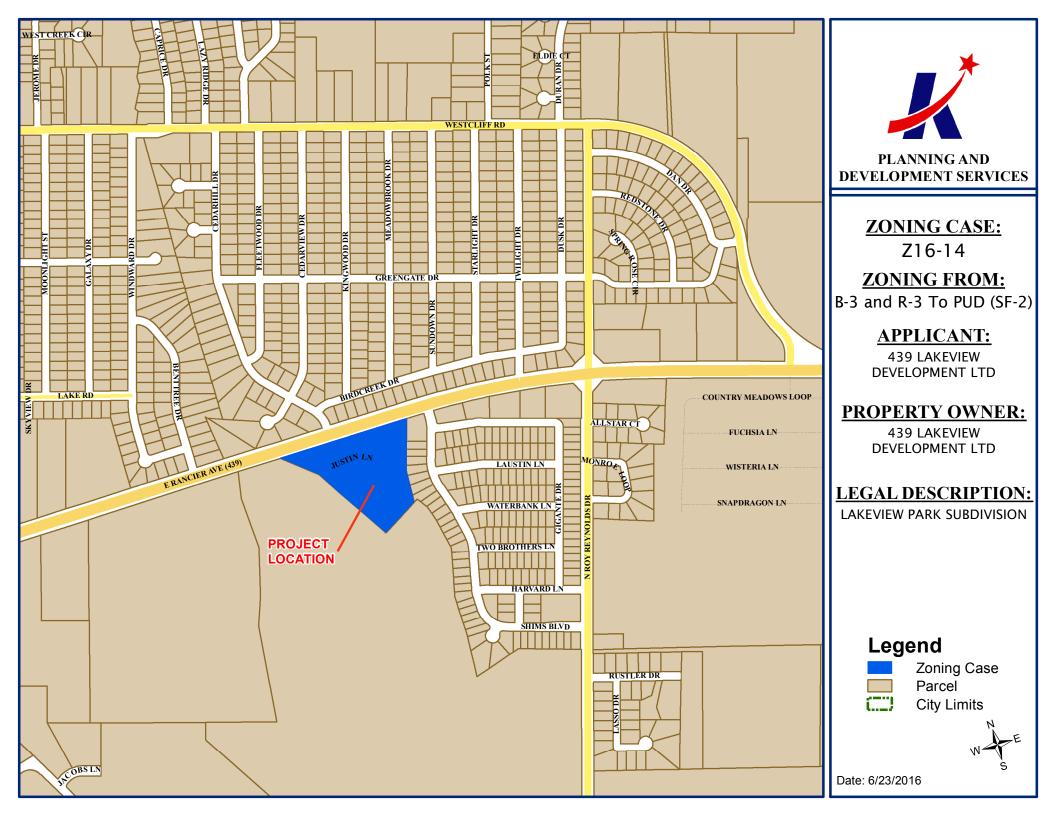
I acknowledge and affirm that I will be legally bound by the words and acts of my agent, and by my signature below, I fully authorize my agent to:

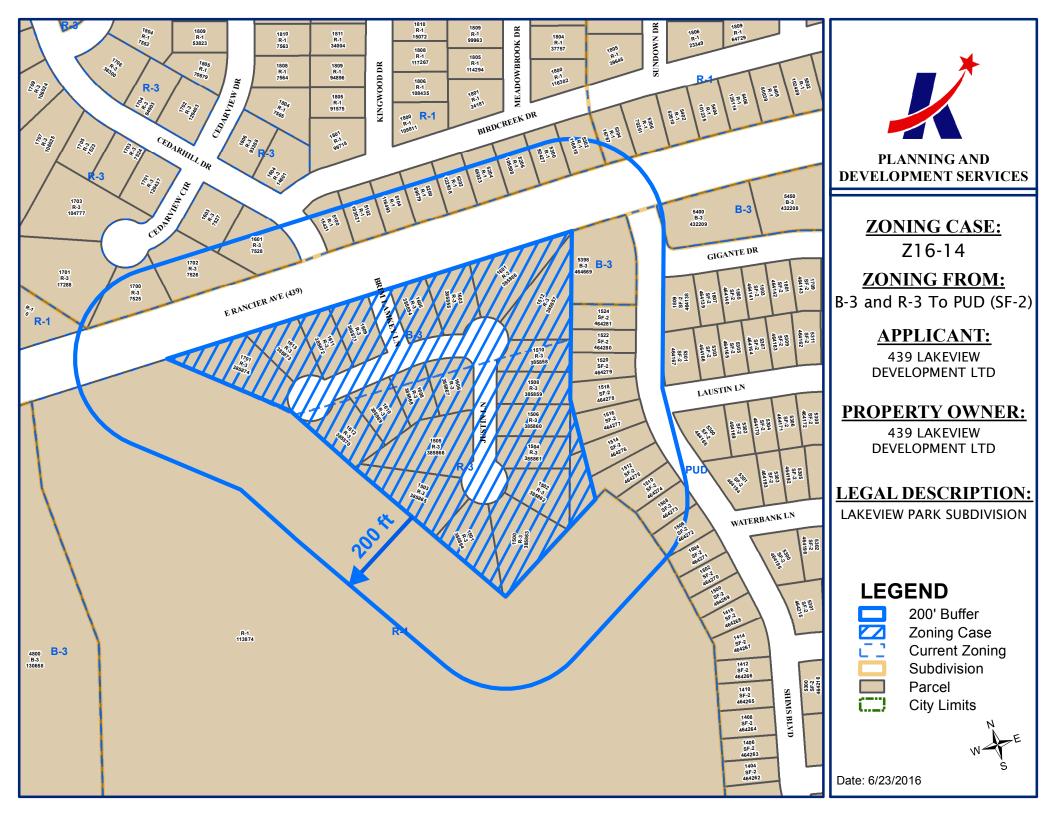
be the point of contact between myself and the City: make legally binding representations of fact and commitments of every kind on my behalf; grant legally binding waivers of rights and releases of liabilities of every kind on my behalf; to consent to legally binding modifications, conditions, and exceptions on my behalf; and, to execute documents on my behalf which are legally binding on me. This authorization only applies to this specific zoning request.

I understand that the City will deal only with a fully authorized agent. At any time it should appear that my agent has less than full authority to act, then the application may be suspended and I will have to personally participate in the disposition of the application. I understand that all communications related to this application are part of an official proceeding of City government and, that the City will rely upon statements made by may agent. Therefore, I agree to hold harmless and indemnify the City of Killeen, its officers, agents, employees, and third parties who act in reliance upon my agent's words and actions from all damages, attorney fees, interest and costs arising from this matter. If my property is owned by a corporation, partnership, venture, or other legal entity, then I certify that I have legal authority to make this binding appointment on behalf of the entity, and every reference herein to 'I', 'my', or 'me' is a reference to the entity.

Signature of Agent Pm	~	_Title_	Project Manager
Printed/Typed Name of Agent	Ben Purser	_Date _	6/17/16
Signature of Agent		_ Title	
Printed/Typed Name of Agent		Date _	
Signature of Applicant X	7	_ Title _	President
Printed/Typed Name of Applicant	Gary W. Purser, Jr.	Date _	6-13-16
Signature of Property Owner X		_ Title _	President
Printed/Typed Name of Property Owner	439 LAKEVIEW DEVELOPMENT LTD	Date _	6-13-16
Signature of Property Owner		_ Title _	
Printed/Typed Name of Property Owner		Date _	
Signature of Property Owner		_ Title _	
Printed/Typed Name of Property Owner		Date	

\*Application must be signed by the individual applicant, by each partner of a partnership, or by an officer of a corporation or association.





# CONSIDERATIONS

Texas Supreme Court in Pharr v. Tippitt, 616 S. W 2<sup>nd</sup> 173 (Tex 1981) established general guidelines which the Planning and Zoning Commission and City Council should take into consideration when making their respective recommendation and decision on a zoning request.

### A. General Factors to Consider:

Is the request in accordance with the comprehensive plan?

Is the request designed to lessen congestion in the streets; secure safety from fire, panic or other dangers; promote health and the general welfare; provide adequate light and air; prevent the overcrowding of land; avoid undue concentration of population; or facilitate the adequate provision of transportation, water, sewers, schools, parks and other public requirements?

What if any, is the nature and degree of an adverse impact upon neighboring lands?

The suitability or unsuitability of the tract for use as presently zoned.

Whether the amendment bears a substantial relationship to the public health, safety, morals or general welfare or protects and preserves historical and cultural places and areas.

Whether there is a substantial public need or purpose for the new zoning.

Whether there have been substantially changed conditions in the neighborhood.

Is the new zoning substantially inconsistent with the zoning of neighboring lands? (Whether the new zoning is more or less restrictive.)

The size of the tract in relation to the affected neighboring lands – is the tract a small tract or isolated tract asking for preferential treatment that differs from that accorded similar surrounding land without first proving changes in conditions?

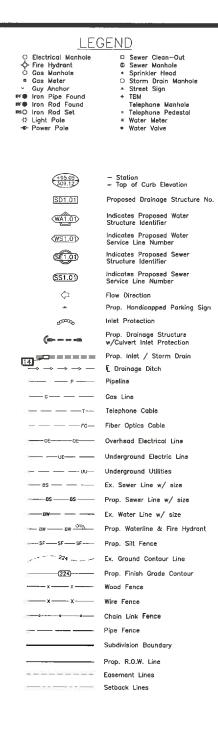
Any other factors which will substantially affect the health, safety, morals or general welfare.

### B. Conditional Use Permit (if applicable)

Whether the use in harmonious with and adaptable to buildings, structures and use of abutting property and other property in the vicinity of the premises under construction.

### C. Conditions to Consider

- 1. Occupation shall be conducted only by members of family living in home.
- 2. No outside storage or display
- 3. Cannot change the outside appearance of the dwelling so that it is altered from its residential character.
- 4. Cannot allow the performance of the business activity to be visible from the street.
- 5. Cannot use any window display to advertise or call attention to the business.
- 6. Cannot have any signs
- 7. No off-street parking or on-street parking of more than two (2) vehicles at any one time for business related customer parking.
- 8. No retail sales.
- 9. Length of Permit.

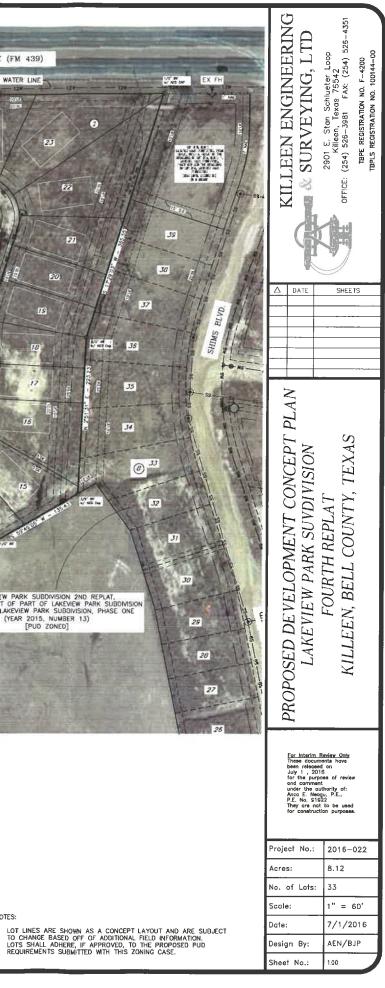


#### ABBREVIATIONS

BC BL BL CFS € CMP CONC. 4 Ø DIA DIP EC.P. E.Y. F.F. H.P. H.C. H.P. H.C. N.T.S. OCEW

BUILDING CORNER BUILDING LINE BENCHMARK CUBIC FEET PER SECOND	0.D.	OUTSIDE DIAMETER
BUILDING LINE	±.	PLUS OR MINUS POINT OF CURVATURE
CUDIC EEET DER SECOND	PU	POINT OF CORVATURE
COBIC FEEL FER SECOND	PCC	POINT OF REVERSE CURVATURE POINT OF COMPOUND CURVATURE
CORRUGATED METAL PIPE	PCC PC	PROPERTY LINE
CONCRETE	PR	PROPOSED
DELTA	PR	PROPOSED BOINT OF TANOFNOY
DIAMETER	é n F	PUBLIC DRAINAGE EASEMENT
DIAMETER	PUE	PUDLIC UTILITY EASEMENT
DUCTILE IRON PIPE	PVC	POLYVINYL CHLORIDE
CONCRETE DELTA DIAMETER DIAMETER DUCTILE IRON PIPE ELEVATION EDGE OF PAVEMENT	R	RADIUS
EDGE OF PAVEMENT	R.O.W.	RIGHT OF WAY
EXISTING	SD	STORM DRAIN
FINISHED FLOOR	SF	SQUARE FEET
ELEVAIION EDGE OF PAVEMENT EXISTING FINISHED FLOOR FIRE HYDRANT FLOW LINE FOOT (FEET) GALVANIZED HIGH POINT HIGH POINT HIGH POINT	SS	SEWER SERVICE
FLOW LINE	\$.A.	SQUARE YARD
FOOT (FEET)	PROP.	STATION
GALVANIZED	STD.	STANDARD
HIGH POINT	SW	SIDEWALK
HYDRAULIC GRADE LINE	TBM.	TEMPORARY BENCHMARK
INCH	TC	TOP OF CORB
LINEAR FEET	TI IG	TOP OF GRATE TOP OF INLET
LOW POINT	тмн	
MANHOLE	TP	TOP OF PAVEMENT
MINIMUM	TS	
MISCELLANEOUS	TEL.	
NOT TO SCALE	VPC	VERTICAL POINT OF CURVATURE
INCH LINEAR FEET LOW POINT MANHOLE MINIMUM MISCELLANEOUS NATURAL GROUND NOT TO SCALE ON CENTER	VPI	VERTICAL POINT OF CURVATURE VERTICAL POINT OF INTERSECTION
ON CENTER EACH WAY	VPT	VERTICAL POINT OF TANGENCY
	WS	

PFE BDT PFE	AVENUE (FM 439) EX 12' WATER LINE
	To To To To To To To To To To To To To T
Li 4 & Secti, the Discrete and the section of the	NOTES: 1. LOT LINES ARE S TO CHANGE BASE 2. LOTS SHALL ADH REQUIREMENTS S





EXISTING DRAINAGE AREA MAP

DRAINAGE\_NOTES:

1. ALL UPSTREAM FLOWS SHALL BE ACCEPTED ONSITE AS THEY CURRENTLY EXIST AND SHALL NOT BE OBSTRUCTED.

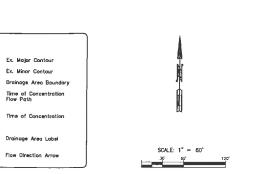
LEGEND	
	Ex. Major Contour
	Ex, Minor Contour
	Drainage Area Boundary
<b>B-B-B-B-</b> B-	Time of Concentration Flow Path
TCE	Time of Concentration
EX1	Drainage Area Label
+	Flow Direction Arrow

SCALE: 1" = 60'





PROPOSED DRAINAGE AREA MAP



1. ALL UPSTREAM FLOWS SHALL BE ACCEPTED ONSITE AS THEY CURRENTLY EXIST AND SHALL NOT

2. ENERGY DISSIPATION SHALL BE PROVIDED AT EACH OUTFALL BY THE USE OF ROCK RIPRAP OR

4. UNDER PROPOSED CONDITIONS, THE MAJORITY OF THE SITE SHALL BE DESIGNED TO SURFACE

5. THE PROPOSED SITE DESIGN SHALL NOT CREATE A POINT DISCHARGE ONTO ADJACENT PARCELS AND ALL SURFACE RUNOFF SHALL BE APPROXIMATED TO SHEET FLOW PRIOR TO LEAVING THE

5. PER CITY CODE DEFINITION, THE EXISTING CHANNEL DOES NOT HAVE A PROTECTED CREEK BUFFER

7. BASED ON OUR PRELIMINARY DRAINAGE ANALYSIS, THE SUBJECT SITE WILL NOT REQUIRE ONSITE DETENTION. A DETAILED DRAINAGE ANALYSIS WILL DE PREPARED AND SUBMITTED WITH THE FINAL

8. THE DRAINAGE DESIGN PROVIDED HEREON ILLUSTRATES OUR PRELIMINARY DESIGN INTENT FOR THE PROPOSED HYDROLOGIC AND HYDRAULIC METHODOLOGIES, PLANNING AND DESIGN ASSUMPTIONS USED TO ADDRESS THE APPLICABLE UNDERLYING DRAINAGE FACILITY PRINCIPLES AS SPECIFIED IN THE CITY OF KILLEEN DRAINAGE DESIGN MANUAL (DDM), DATED NOVEMBER 8, 2011. THE DRAINAGE DESIGN INFORMATION HEREON IS BEING PROVIDED FOR ZONING REVIEW AND APPROVAL ONLY. S. ALL DRAINAGE EASEMENTS WITH SURFACE DRAINAGE SHALL BE KEPT FREE OF ALL OBSTRUCTIONS. 10. CONTOUR INFORMATION HAS BEEN PROVIDED FROM CITY OF KILLEEN AERIAL TOPOGRAPHY (2014).



PHONE NUMBER: 754 535 5053 YOUR NAME: DALE HENNIG YOUR NAME: DALE MENNIG CURRENT ADDRESS: 28 ELMER KING Belton, IX 76513 ADDRESS OF PROPERTY OWNED: 1700 \$ 1707 CedARView CIZ. B-3 and R-3 to PUD for SF-2 **COMMENTS:** Approve OF Request RECEIVED <u>1111 1 2 2016</u> PLANNING SPO #Z16-14/ 02.03 Mula SIGNATURE: PO BOX 1329 KILLEEN TEXAS 76540 1329 254.501 7630 254.501 7628 FAX WWW.CI KILLEEN TX.US