



City of Killeen

Agenda

City Council

Tuesday, March 22, 2016

5:00 PM

Killeen City Hall
City Council Chambers
101 North College Street
Killeen, Texas 76541

Call to Order and Roll Call

___ Scott Cospers, Mayor	___ Jim Kilpatrick
___ Jose Segarra	___ Brockley Moore
___ Elizabeth Blackstone	___ Jonathan Okray
___ Shirley Fleming	___ Juan Rivera

Invocation

Pledge of Allegiance

Approval of Agenda

Minutes

[MN-16-006](#) Consider Minutes of Regular City Council Meeting of March 8, 2016.

Attachments: [Minutes](#)

[Okray Memorandum for Record](#)

Resolutions

[RS-16-025](#) Consider a memorandum/resolution approving the investment report for the quarter ended December 31, 2015.

Attachments: [Council Memorandum](#)

[Quarterly Investment Report - December 31, 2015](#)

[RS-16-026](#) Consider a memorandum/resolution accepting the annual audit report for the fiscal year ended September 30, 2015.

Attachments: [Council Memorandum](#)

[RS-16-027](#) Consider a memorandum/resolution for replacement computer system purchases using the Texas Department of Information Resources state contract.

Attachments: [Council Memorandum](#)

[Statement of Work](#)

[RS-16-028](#) Consider a memorandum/resolution awarding a three-year contract for

household hazardous waste services to Stericycle Environmental Solutions, Inc.

Attachments: [Council Memorandum Agreement](#)
[Cost Proposal](#)
[Certificate of Interested Parties](#)

[RS-16-029](#) Consider a memorandum/resolution authorizing Change Order No. 53 with James Construction Group, LLC to the US 190/FM 2410/Rosewood Drive project.

Attachments: [Council Memorandum Change Order](#)
[Certificate of Interested Parties](#)

[RS-16-030](#) Consider a memorandum/resolution awarding Bid No. 16-09 for the purchase of unleaded gasoline for delivery to Killeen-Fort Hood Regional Airport to Big Chief Distribution Co., Inc.

Attachments: [Council Memorandum Contract](#)
[Certificate of Interested Parties](#)

[RS-16-031](#) Consider a memorandum/resolution for the procurement of a fire engine and rescue truck for the new Fire Station #9.

Attachments: [Council Memorandum Engine quote](#)
[Rescue quote](#)
[Certificate of Interested Parties](#)

[RS-16-032](#) Consider a memorandum/resolution authorizing the City Manager to execute an Advance Funding Agreement (AFA) with the Texas Department of Transportation (TxDOT) to design and construct an extension to Rosewood Drive and Heritage Oaks Hike and Bike Trail, Segment 3.

Attachments: [Council Memorandum Advance Funding Agreement](#)

Public Hearings

[PH-16-010](#) HOLD a public hearing and consider an ordinance amending the FY 2016 Annual Budget and Plan of Municipal Services of the City of Killeen by increasing Certificates of Obligation 2011 fund accounts by \$434,000 to fund Stagecoach Road Reconstruction Phase II.

Attachments: [Council Memorandum Ordinance](#)

[PH-16-011A](#) HOLD a public hearing and consider an ordinance requested by Stanley Secrest and Faurie Investments, L. L. C. to amend the Comprehensive Plan's Future Land Use Map (FLUM) from 'Rural' to 'General Commercial' (FLUM# Z15-32) for approximately .796 acre, being Lot 1, Block 1, Secrest Addition. The property is located at 12197 S. H. 195, Killeen, Texas.

Attachments: [Council Memorandum](#)

[Attachment to Council Memorandum](#)

[Minutes](#)

[Application](#)

[Ordinance](#)

[PH-16-011B](#) HOLD a public hearing and consider an ordinance requested by Stanley Secrest and Faurie Investments, L.L.C. (Case #Z15-32) to rezone Lot 1, Block 1, Secrest Addition, from "B-3" (Local Business District) to "B-5" (Business District). The property is locally known as 12197 S. H. 195, Killeen, Texas.

Attachments: [Council Memorandum](#)

[Attachment to Council Memorandum](#)

[Minutes](#)

[Ordinance](#)

[Application](#)

[Location Map](#)

[Buffer Map](#)

[Considerations](#)

[PH-16-012](#) HOLD a public hearing and consider an ordinance requested by Amr A. Abdelazeem (Case #Z16-03) to rezone Lot 11, Block 1, Bellaire Addition Section I, from "R-1" (Single-Family Residential District) to "B-1" (Professional Business District). The property is locally known as 909 Bellaire Drive, Killeen, Texas.

Attachments: [Council Memorandum](#)

[Attachment to Council Memorandum](#)

[Minutes](#)

[Ordinance](#)

[Application](#)

[Location map](#)

[Buffer map](#)

[Considerations](#)

[Responses](#)

Adjournment

I certify that the above notice of meeting was posted on the Internet and on the bulletin boards at Killeen City Hall and at the Killeen Police Department on or before 5:00 p.m. on March 18, 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.

- Military Relations Council Luncheon, March 22, 2016, 11:30 a.m., Courtyard Marriott*
- AUSA General Membership Meeting, March 30, 2016, 6:00 p.m., Killeen Civic and Conference Center*
- Carnival for a Cure, April 2, 2016, 10:00 a.m., Conder Park*
- Killeen Exchange Club Golden Deeds Program Award, April 2, 2016, 6:00 p.m., Killeen Civic and Conference Center*
- Sociedad Cultural Hispanoamericana 40th Anniversary Banquet, April 2, 2016, 6:30 p.m., Club Hood*
- Vive Les Arts Theatre Annual Legends Event, April 2, 2016, 6:30 p.m., Vive Les Arts Theatre*
- Texas Trash Off, April 9, 2016, 10:30 a.m., Killeen Special Events Center*
- Volunteer Appreciation Event, April 11, 2016, 5:30 p.m., Killeen Civic and Conference Center*
- KABSE Annual Scholarship and Recognition Banquet, April 23, 2016, 5:00 p.m., Club Hood*

Dedicated Service -- Every Day, for Everyone!



City of Killeen

Legislation Details

File #: MN-16-006 **Version:** 1 **Name:** Minutes of Regular City Council Meeting of March 8, 2016
Type: Minutes **Status:** Minutes
File created: 3/4/2016 **In control:** City Council
On agenda: 3/22/2016 **Final action:**
Title: Consider Minutes of Regular City Council Meeting of March 8, 2016.
Sponsors: City Secretary
Indexes:
Code sections:
Attachments: [Minutes](#)
[Okray Memorandum for Record](#)

Date	Ver.	Action By	Action	Result
3/15/2016	1	City Council Workshop		

City of Killeen
Regular City Council Meeting
Killeen City Hall
March 8, 2016 at 5:00 p.m.

Presiding: Mayor Scott Cospers

Attending: Mayor Pro-Tem Jose Segarra, Councilmembers Jim Kilpatrick, Juan Rivera, Shirley Fleming, Brockley Moore (5:03), Jonathan Okray, and Elizabeth Blackstone

Also attending were City Manager Glenn Morrison, City Attorney Kathryn Davis, City Secretary Dianna Barker, and Sergeant-at-Arms McDaniel.

Rev Sampson gave the invocation, and Councilmember Blackstone led everyone in the pledge of allegiance.

Approval of Agenda

Motion was made by Mayor Pro-Tem Segarra to approve the agenda as written. Motion seconded by Councilmember Blackstone. The motion carried 6 to 0.

Minutes

Motion was made by Councilmember Kilpatrick to approve the minutes of the February 23rd Regular City Council Meeting. Motion was seconded by Councilmember Okray. Motion carried 6 to 0.

Resolutions

RS-16-024 Consider a memorandum/resolution for a city/owner agreement-in-principal to construct Mohawk Drive as a minor arterial street through The Landing at Clear Creek Phase IV Subdivision.

Staff comments: Scott Osburn

The attached City/Owner Agreement reflects the cost to widen 277 linear feet of Mohawk Drive to 66-foot width with associated storm drainage improvements and pavement markings (\$56,343.92). The proposed project costs are reasonable and reflect current industry construction costs. Staff recommends that the City Council agree in principal to construct Mohawk Drive as a minor arterial street through The Landing at Clear Creek Phase IV, and to authorize the City Manager to execute a City/Owner Agreement for these Public Improvements and that the City Manager is expressly authorized to execute any and all change orders within the amounts set by state and local law.

Motion was made by Councilmember Kilpatrick to approve RS-16-024. Motion was seconded by Councilmember Blackstone. Motion carried 6 to 1 with Councilmember Okray in opposition.

RS-16-022 Consider a memorandum/resolution approving an interlocal agreement with the Texas General Land Office for an electricity contract.

Staff comments: Stu McLennan

Based on the City's credit rating and size, 5 now recommends the City leverage historically-low energy prices and extend the contract as far as allowed by Texas GLO and

providers. Available options are 48- and 36-months. The price per kWh for a 48-month extension is \$0.04776 per kWh. The price per kWh for a 36-month extension is \$0.04642. Staff recommends that the City Council authorize the City Manager to execute a 36-month interlocal agreement with the Texas General Land Office and Cavallo that extends electric service for the City of Killeen from July 1, 2020, to June 30, 2023.

Motion was made by Mayor Pro-Tem Segarra to approve RS-16-022. Motion was seconded by Councilmember Fleming. Motion carried unanimously.

RS-16-023 Consider a memorandum/resolution ratifying payments made by Building Services for emergency structural repairs at City Hall.

Staff comments: Stu McLennan

A large section of the concrete lintel fell from above a third floor window located on the east side of City Hall. Building Services and Human Resources (Risk Manager) investigated the damage, determined it was an immediate safety hazard, and recommended that emergency repairs be initiated in accordance with the process provided by the City of Killeen Purchasing Policy.

Staff recommends that the City Council ratify the payments made by Building Services to Land Masonry for emergency structural repairs at City Hall.

Motion was made by Mayor Pro-Tem Segarra to approve RS-16-023. Motion was seconded by Councilmember Rivera. Motion carried 4 to 3 with Councilmember Moore, Councilmember Fleming, and Councilmember Okray in opposition.

Councilmember Okray submitted a memorandum for record.

Ordinances

OR-16-003 Consider an ordinance granting an application for renewal of taxicab franchise to Cove Taxi. (3rd of 3 readings)

The City Secretary read the caption of the ordinance.

AN ORDINANCE GRANTING A FRANCHISE TO COVE TAXI TO OPERATE A TAXICAB SERVICE IN THE CITY OF KILLEEN, TEXAS, AND SETTING FORTH CONDITIONS ACCOMPANYING THE GRANT OF THE FRANCHISE; PROVIDING FOR THE REGULATION OF THE TAXICAB SERVICE; PROVIDING AN INDEMNITY CLAUSE; ESTABLISHING THE FRANCHISE TERM AND EFFECTIVE DATE; PROVIDING A TERMINATION PROVISION; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN ADOPTION CLAUSE; PROVIDING A REPEALER CLAUSE AND PROVIDING A CODE AMENDMENT CLAUSE.

Staff comments: Kathy Davis

The City Charter requires three readings of the ordinance with a final vote taking place after the third reading. After passage, there is a sixty-day waiting period before the franchise takes effect.

The franchise ordinance provides for the following:

- A franchise term of five years.
- An initial application fee of \$300.00 and renewal franchise fee of \$100.00.
- Rate of fares as set forth in Section 29, Div 4 of the Code of Ordinances.
- Right of City to inspect taxicabs for safety.

- Maintenance of an active fleet of at least five vehicles.
- A franchise permit fee of \$50.00 per year per cab.
- Color scheme of red cab with white lettering.

Staff recommends adoption of the Ordinance on its third and final reading.

Motion was made by Councilmember Blackstone to approve OR-16-003. Motion was seconded by Councilmember Okay. Motion carried unanimously.

Adjournment

With no further business, upon motion being made by Mayor Pro-Tem Segarra, seconded by Councilmember Fleming, and unanimously approved, the meeting was adjourned at 5:28 p.m.

March 8, 2016
RS-16-023
Memorandum for Record

In accordance with policy, under State law, purchases over \$3K trigger the competitive procurement process that require contact with at least two historically unrecognized businesses on a rotating basis based on information provided by the General Services Commission (LGC 252.0215). If the list fails to identify a historically underutilized business in the county, there may be comment as such on the requisition. Three quotes are required even if there are no HUB's available for purchases over \$3K, the amount under State law that triggers the competitive procurement process. All quotes must be kept on file and included on the requisition for purchasing and for future audit. Council has been provided invoices are there quotes on file for each of the invoices provided?

Appendix G of the Purchasing Policy list examples of items that may be excluded from the three quote requirement however, does the listed exemptions waive State law triggering the competitive procurement process of purchases over \$3K?

Emergency purchases are included in the three quote exemptions indicated in Appendix G. In light of council briefing at workshop last Tuesday indicating the absence of a structural engineering assessment or assessment by licensed persons qualified to assess, how is it possible to apply 'emergency' designation to this project? What we do know is that floor(s) were evacuated. In accordance with 252.022, General Exemptions, expenditure for (1) a procurement made because of a calamity that requires the immediate appropriation of money to relieve the necessity of the municipality's residents or to preserve the property of the municipality is allowable (3) a procurement necessary because of unforeseen damage to public machinery, equipment, or other property is allowable, (5) a procurement for work that is performed and paid for by the day as the work progresses is allowable.

However, the only indication of concern is the evacuation of floor(s) of City Hall, without qualified assessment that necessarily precipitates this project under other than normal circumstance. According to when evacuation of the floor(s) took place in conjunction with qualified assessment of severity, necessitates an emergency situation, and the manner in which this project took place.

My assertion is that this was not an emergency, did not qualify designation under applicable policy.

IAW LGC 252.061 I assert Injunction, that this project is without compliance, it is void, and the performance of the contract, including the payment of any money under the contract, may be enjoined by any property tax paying resident of the municipality. I am asserting enjoinder as a tax paying resident of our municipality.

IAW LGC 252.062(a)(b)(c), I assert Criminal Penalties.

IAW LGC 252.063(a)(b), I assert that Removal and Ineligibility is applicable.

As an elected official of our municipality, I request assistance in remedy.

Jonathan Okray
Councilmember At-Large



City of Killeen

Legislation Details

File #: RS-16-025 **Version:** 1 **Name:** Investment Report - Quarter ended December 31, 2015
Type: Resolution **Status:** Resolutions
File created: 3/1/2016 **In control:** City Council
On agenda: 3/22/2016 **Final action:**
Title: Consider a memorandum/resolution approving the investment report for the quarter ended December 31, 2015.
Sponsors: Finance Department
Indexes:
Code sections:
Attachments: [Council Memorandum](#)
[Quarterly Investment Report - December 31, 2015](#)

Date	Ver.	Action By	Action	Result
3/15/2016	1	City Council Workshop		

CITY COUNCIL MEMORANDUM

AGENDA ITEM

**Quarterly Investment Report,
December 31, 2015**

ORIGINATING DEPARTMENT

Finance

BACKGROUND INFORMATION

The City of Killeen's investment policy requires that a quarterly report of investment activity be submitted to the City Council within a reasonable time after the end of each quarter. The quarterly report includes a detailed description of the investment position of the City, summarizes the investment activity in each pooled fund group, states the total rate of return on the investment portfolio, and contains information regarding the market value and book values of each separately-invested asset. The report also states the compliance of the investment portfolio of the City as it relates to the investment strategy expressed in the City's policy and the relevant provisions of the Public Funds Investment Act.

DISCUSSION/CONCLUSION

The attached investment report summarizes all investment activity for the quarter that ended December 31, 2015. The highlights of the report are as follows:

	July - Sep 2015	Oct - Dec 2015	Change
Interest Income	\$70,390	\$77,447	10.03%
Investment Balance	\$97,586,506	\$120,680,930	23.67%
Average Yield	0.31%	0.34%	0.03%

FISCAL IMPACT

Our investment portfolio directly impacts our interest earnings and aligns with current budgeted amounts.

RECOMMENDATION

Staff recommends that the City Council approve the attached investment report for the quarter that ended December 31, 2015.



City of Killeen

QUARTERLY INVESTMENT REPORT

For the Quarter Ended

December 31, 2015

Prepared by

Valley View Consulting, L.L.C.

The investment portfolio of the City of Killeen is in compliance with the Public Funds Investment Act and the Investment Policy and Strategies.



Executive Director of Finance



Assistant Director of Finance

Disclaimer: These reports were compiled using information provided by the City. No procedures were performed to test the accuracy or completeness of this information. The market values included in these reports were obtained by Valley View Consulting, L.L.C. from sources believed to be accurate and represent proprietary valuation. Due to market fluctuations these levels are not necessarily reflective of current liquidation values. Yield calculations are not determined using standard performance formulas, are not representative of total return yields and do not account for investment advisor fees.

Summary

Quarter End Results by Investment Category:

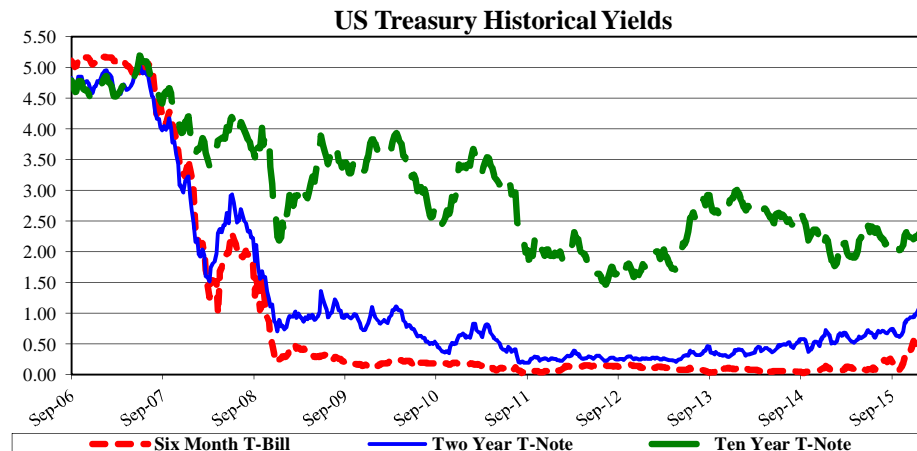
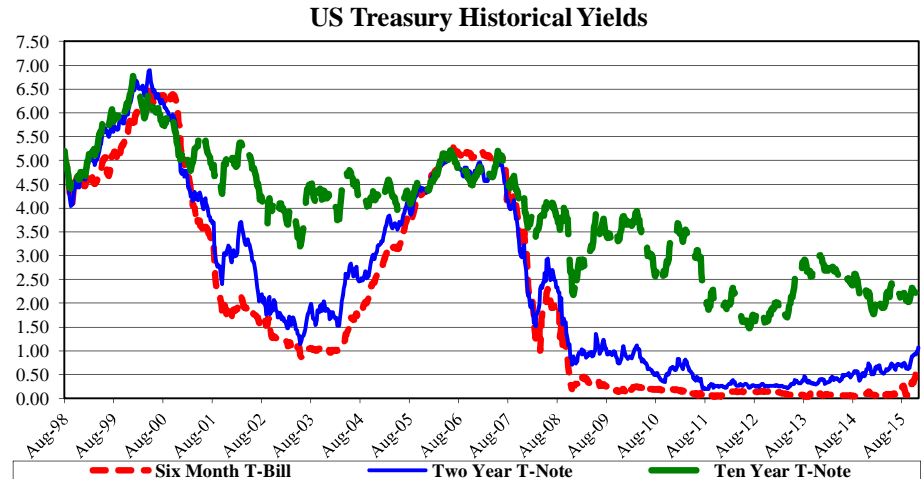
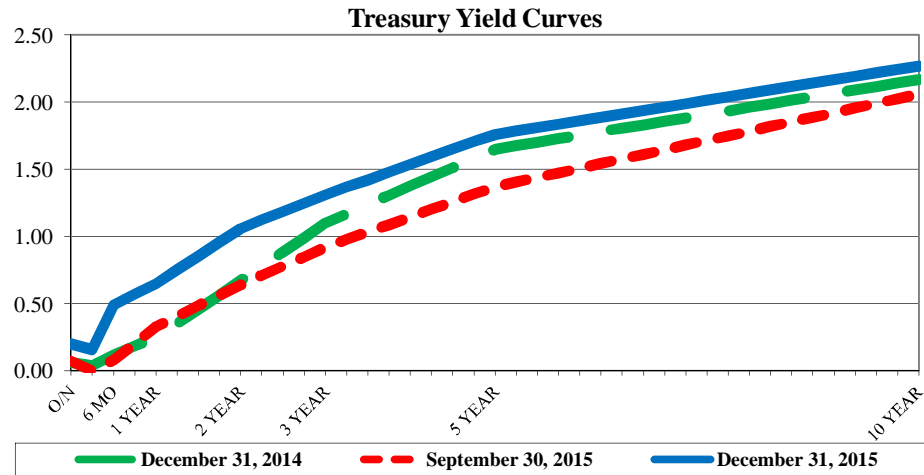
Asset Type	Ave. Yield	December 31, 2015		September 30, 2015	
		Book Value	Market Value	Book Value	Market Value
Demand Accounts	0.43%	\$ 10,695,331	\$ 10,695,331	\$ 9,930,938	\$ 9,930,938
Pools/MMA	0.24%	88,868,637	88,868,637	65,057,376	65,057,376
Securities/CDs	0.71%	21,116,962	21,116,962	22,598,192	22,598,192
Totals		\$ 120,680,930	\$ 120,680,930	\$ 97,586,506	\$ 97,586,506

Average Yield (1)		Fiscal Year-to-Date Average Yield (2)	
Total Portfolio	0.34%	Total Portfolio	0.34%
Rolling Three Mo. Treas. Yield	0.13%	Rolling Three Mo. Treas. Yield	0.13%
Rolling Six Mo. Treas. Yield	0.25%	Rolling Six Mo. Treas. Yield	0.25%
		Quarterly TexPool Yield	0.19%
		Interest Income	Bank Fees Offset
	Quarterly \$	77,447	\$ 10,675
	Year-to-date \$	77,447	\$ 10,675

(1) Average Yield calculated using quarter end report yields and adjusted book values and does not reflect a total return analysis or account for advisory fees.

(2) Fiscal Year-to-Date Average Yields calculated using quarter end report yields and adjusted book values and does not reflect a total return analysis or account for advisory fees.

The Federal Open Market Committee (FOMC) raised the Fed Funds target range to 0.25% - 0.50% (actual Fed Funds traded +/-30 bps). The market reacted with higher short to medium term yields. Ten year and longer yields did not increase beyond the current trading range. The December new payroll numbers jumped +292k, with additional positive Oct/Nov adjustments. The Chinese economy and stock market turmoil grabbed international attention. US stock markets dropped in sympathy, but tried to stabilize. Broader international social and economic concerns continue, with the European Central Bank continuing its easing program. Treasury and Agency security yields are attractive for cash-flow based laddering. Although Bank CDs and municipal bonds may still offer the best interest earnings opportunity, if available.



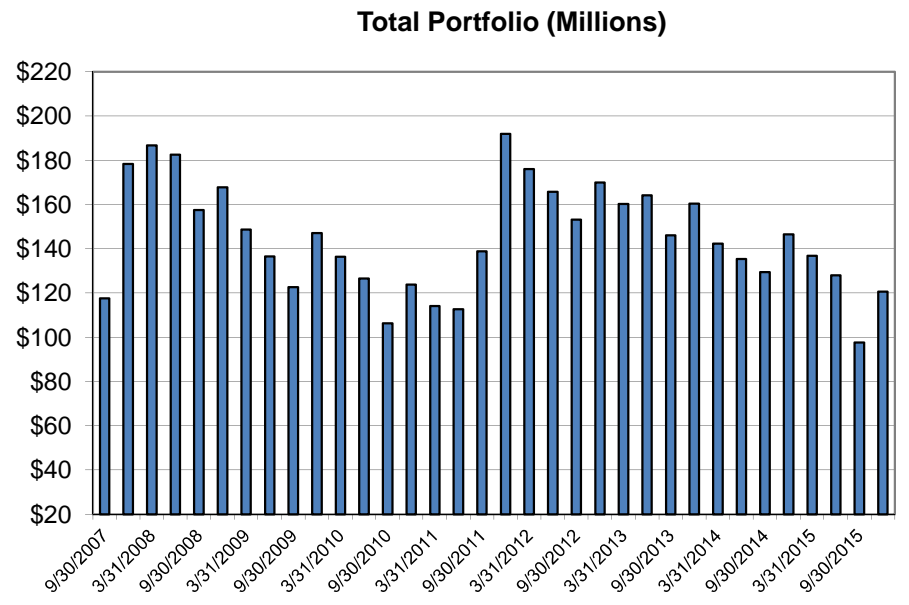
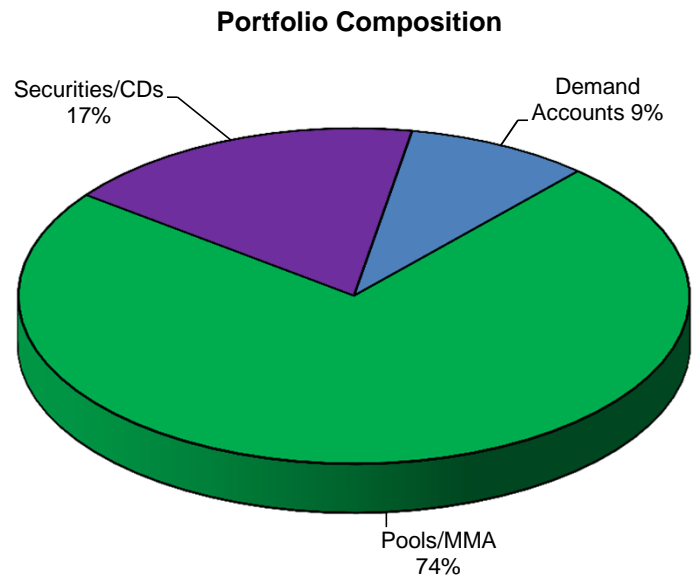
Detail of Holdings
December 31, 2015

Description	Ratings	Coupon/ Discount	Maturity Date	Settlement Date	Par Value	Book Value	Market Price	Market Value	Life (Days)	Yield
BBVA Demand Account (3)		0.43%	01/01/16	12/31/15	\$ 10,684,232	\$ 10,684,232	1.00	\$ 10,684,232	1	0.43%
Union State Bank		0.15%	01/01/16	12/31/15	11,099	11,099	1.00	11,099	1	0.15%
FILA (IDP)		0.24%	01/01/16	12/31/15	17,051,778	17,051,778	1.00	17,051,778	1	0.24%
Comerica MMA		0.15%	01/01/16	12/31/15	354,323	354,323	1.00	354,323	1	0.15%
Southside Bank MMA		0.32%	01/01/16	12/31/15	7,591,075	7,591,075	1.00	7,591,075	1	0.32%
LegacyTexas Bank MMA		0.40%	01/01/16	12/31/15	12,624,085	12,624,085	1.00	12,624,085	1	0.40%
TexasTerm	AAAm	0.28%	01/01/16	12/31/15	394,509	394,509	1.00	394,509	1	0.28%
TexPool	AAAm	0.19%	01/01/16	12/31/15	47,205,141	47,205,141	1.00	47,205,141	1	0.19%
TexSTAR	AAAm	0.19%	01/01/16	12/31/15	3,647,727	3,647,727	1.00	3,647,727	1	0.19%
Independent Bank CD		0.55%	12/12/15	09/12/14						
Independent Bank CD		0.35%	03/04/16	03/04/15	1,503,959	1,503,959	100.00	1,503,959	64	0.35%
Central National Bank CD		0.74%	03/05/16	09/05/14	2,018,558	2,018,558	100.00	2,018,558	65	0.74%
Southside Bank CD		0.60%	03/08/16	09/08/14	1,007,518	1,007,518	100.00	1,007,518	68	0.60%
Central National Bank CD		0.55%	05/06/16	05/06/15	2,506,936	2,506,936	100.00	2,506,936	127	0.55%
Independent Bank CD		0.55%	06/04/16	03/04/15	2,510,374	2,510,374	100.00	2,510,374	156	0.55%
LegacyTexas Bank CD		0.60%	06/21/16	12/21/15	1,500,000	1,500,000	100.00	1,500,000	173	0.60%
Southside Bank CD		0.70%	09/08/16	09/08/14	1,008,776	1,008,776	100.00	1,008,776	252	0.70%
Comerica Bank CD		0.72%	09/08/16	09/08/14	2,018,066	2,018,066	100.00	2,018,066	252	0.72%
Comerica Bank CD		0.80%	03/02/17	03/02/15	2,012,087	2,012,087	100.00	2,012,087	427	0.80%
Central National Bank CD		1.01%	03/09/17	09/09/15	3,000,000	3,000,000	100.00	3,000,000	434	1.01%
Central National Bank CD		0.95%	04/26/17	04/26/15	2,030,688	2,030,688	100.00	2,030,688	482	0.95%
					\$120,680,930	\$120,680,930		\$120,680,930	44	0.34%
									(1)	(2)

(1) **Weighted average life** - For purposes of calculating weighted average life, cash equivalent investments are assumed to have a one day maturity.

(2) **Weighted average yield to maturity** - The weighted average yield to maturity is based on adjusted book value, realized and unrealized gains/losses and investment advisory fees are not considered. The yield for the reporting month is used for cash equivalent investments.

(3) **Bank Fees Offset Equivalent Yield** - Compensating balance in bank operating account yielded a blended equivalent investment yield as a result of Bank fees offset.



Book Value Comparison

Description	Coupon/ Discount	Maturity Date	September 30, 2015			December 31, 2015		
			Par Value	Book Value	Purchases/ Adjustments	Sales/Adjust/ Maturities	Par Value	Book Value
BBVA Demand Account	0.43%	01/01/16	\$ 9,919,844	\$ 9,919,844	\$ 764,388	\$ –	\$ 10,684,232	\$ 10,684,232
Union State Bank	0.15%	01/01/16	11,095	11,095	4		11,099	11,099
BBVA Compass MMA 3	0.00%	01/01/16	5,026,953	5,026,953		(5,026,953)	–	–
BBVA Compass MMA 4	0.00%	01/01/16	7,591,177	7,591,177		(7,591,177)	–	–
FILA (IDP)	0.24%	01/01/16	18,042,336	18,042,336		(990,558)	17,051,778	17,051,778
Comerica MMA	0.15%	01/01/16	354,156	354,156	167		354,323	354,323
Southside Bank MMA	0.32%	01/01/16	7,585,817	7,585,817	5,258		7,591,075	7,591,075
LegacyTexas Bank MMA	0.40%	01/01/16	–	–	12,624,085		12,624,085	12,624,085
TexasTerm	0.28%	01/01/16	394,336	394,336	174		394,509	394,509
TexPool	0.19%	01/01/16	22,416,140	22,416,140	24,789,001		47,205,141	47,205,141
TexSTAR	0.19%	01/01/16	3,646,462	3,646,462	1,265		3,647,727	3,647,727
Independent Bank CD	0.55%	12/12/15	3,016,534	3,016,534		(3,016,534)	–	–
Independent Bank CD	0.35%	03/04/16	1,502,648	1,502,648	1,311		1,503,959	1,503,959
Central National Bank CD	0.74%	03/05/16	2,014,841	2,014,841	3,717		2,018,558	2,018,558
Southside Bank CD	0.60%	03/08/16	1,006,014	1,006,014	1,505		1,007,518	1,007,518
Central National Bank CD	0.55%	05/06/16	2,503,466	2,503,466	3,471		2,506,936	2,506,936
Independent Bank CD	0.55%	06/04/16	2,506,936	2,506,936	3,438		2,510,374	2,510,374
LegacyTexas Bank CD	0.60%	06/21/16	–	–	1,500,000		1,500,000	1,500,000
Southside Bank CD	0.70%	09/08/16	1,007,018	1,007,018	1,757		1,008,776	1,008,776
Comerica Bank CD	0.72%	09/08/16	2,014,448	2,014,448	3,618		2,018,066	2,018,066
Comerica Bank CD	0.80%	03/02/17	2,008,079	2,008,079	4,008		2,012,087	2,012,087
Central National Bank CD	1.01%	03/09/17	3,000,000	3,000,000			3,000,000	3,000,000
Central National Bank CD	0.95%	04/26/17	2,018,208	2,018,208	12,479		2,030,688	2,030,688
TOTAL			\$ 97,586,506	\$ 97,586,506	\$ 39,719,647	\$ (16,625,222)	\$ 120,680,930	\$ 120,680,930

Market Value Comparison

Description	Coupon/ Discount	Maturity Date	September 30, 2015		Qtr to Qtr Change	December 31, 2015	
			Par Value	Market Value		Par Value	Market Value
BBVA Demand Account	0.43%	01/01/16	\$ 9,919,844	\$ 9,919,844	\$ 764,388	\$ 10,684,232	\$ 10,684,232
Union State Bank	0.15%	01/01/16	11,095	11,095	4	11,099	11,099
BBVA Compass MMA 3	0.00%	01/01/16	5,026,953	5,026,953	(5,026,953)	–	–
BBVA Compass MMA 4	0.00%	01/01/16	7,591,177	7,591,177	(7,591,177)	–	–
FILA (IDP)	0.24%	01/01/16	18,042,336	18,042,336	(990,558)	17,051,778	17,051,778
Comerica MMA	0.15%	01/01/16	354,156	354,156	167	354,323	354,323
Southside Bank MMA	0.32%	01/01/16	7,585,817	7,585,817	5,258	7,591,075	7,591,075
LegacyTexas Bank MMA	0.40%	01/01/16	–	–	12,624,085	12,624,085	12,624,085
TexasTerm	0.28%	01/01/16	394,336	394,336	174	394,509	394,509
TexPool	0.19%	01/01/16	22,416,140	22,416,140	24,789,001	47,205,141	47,205,141
TexSTAR	0.19%	01/01/16	3,646,462	3,646,462	1,265	3,647,727	3,647,727
Independent Bank CD	0.55%	12/12/15	3,016,534	3,016,534	(3,016,534)	–	–
Independent Bank CD	0.35%	03/04/16	1,502,648	1,502,648	1,311	1,503,959	1,503,959
Central National Bank CD	0.74%	03/05/16	2,014,841	2,014,841	3,717	2,018,558	2,018,558
Southside Bank CD	0.60%	03/08/16	1,006,014	1,006,014	1,505	1,007,518	1,007,518
Central National Bank CD	0.55%	05/06/16	2,503,466	2,503,466	3,471	2,506,936	2,506,936
Independent Bank CD	0.55%	06/04/16	2,506,936	2,506,936	3,438	2,510,374	2,510,374
LegacyTexas Bank CD	0.60%	06/21/16	–	–	1,500,000	1,500,000	1,500,000
Southside Bank CD	0.70%	09/08/16	1,007,018	1,007,018	1,757	1,008,776	1,008,776
Comerica Bank CD	0.72%	09/08/16	2,014,448	2,014,448	3,618	2,018,066	2,018,066
Comerica Bank CD	0.80%	03/02/17	2,008,079	2,008,079	4,008	2,012,087	2,012,087
Central National Bank CD	1.01%	03/09/17	3,000,000	3,000,000		3,000,000	3,000,000
Central National Bank CD	0.95%	04/26/17	2,018,208	2,018,208	12,479	2,030,688	2,030,688
TOTAL			\$ 97,586,506	\$ 97,586,506	\$ 23,094,424	\$ 120,680,930	\$ 120,680,930

Allocation

December 31, 2015

Book & Market Value	Maturity Date	Total	General Operating	Special Revenue	Interest & Sinking	Enterprise Funds	Capital Projects	KEDC
BBVA Demand Account	01/01/16	\$ 10,684,232	\$ 5,554,528	\$ 2,760,025	\$ 491,097	\$ 2,402,996	\$ (524,415)	\$ -
Union State Bank	01/01/16	11,099					11,099	
FILA (IDP)	01/01/16	17,051,778	1,004,065			8,025,225	8,022,487	
Comerica MMA	01/01/16	354,323	220,860				133,463	
Southside Bank MMA	01/01/16	7,591,075					7,591,075	
LegacyTexas MMA	01/01/16	12,624,085	6,587,175			1,507,727	4,529,183	
TexasTerm	01/01/16	394,509	52,441			52,398	289,670	
TexPool	01/01/16	47,205,141	10,967,983	697,625	12,644,780	7,140,938	11,279,039	4,474,776
TexSTAR	01/01/16	3,647,727	2,431,818			1,215,909		
Independent Bank CD	03/04/16	1,503,959				1,503,959		
Central National Bank CD	03/05/16	2,018,558					2,018,558	
Southside Bank CD	03/08/16	1,007,518				1,007,518		
Central National Bank CD	05/06/16	2,506,936					2,506,936	
Independent Bank CD	06/04/16	2,510,374					2,510,374	
LegacyTexaS Bank CD	06/21/16	1,500,000					1,500,000	
Southside Bank CD	09/08/16	1,008,776				1,008,776		
Comerica Bank CD	09/08/16	2,018,066				2,018,066		
Comerica Bank CD	03/02/17	2,012,087	2,012,087					
Central National Bank CD	03/09/17	3,000,000					3,000,000	
Central National Bank CD	04/26/17	2,030,688					2,030,688	
Totals		\$ 120,680,930	\$ 28,830,956	\$ 3,457,650	\$ 13,135,877	\$ 25,883,512	\$ 44,898,159	\$ 4,474,776

Allocation

September 30, 2015

Book & Market Value	Maturity Date	Total	General Operating	Special Revenue	Interest & Sinking	Enterprise Funds	Capital Projects	KEDC
BBVA Demand Account	10/01/15	\$ 9,919,844	\$ 1,931,645	\$ 2,604,670	\$ 2,475,154	\$ 1,606,674	\$ 1,067,950	\$ 233,751
Union State Bank	10/01/15	11,095					11,095	
BBVA Compass MMA 3	10/01/15	5,026,953				1,507,990	3,518,962	
BBVA Compass MMA 4	10/01/15	7,591,177	6,583,041				1,008,136	
FILA (IDP)	10/01/15	18,042,336	1,003,509			9,020,790	8,018,038	
Comerica MMA	10/01/15	354,156	220,743				133,413	
Southside Bank MMA	10/01/15	7,585,817					7,585,817	
TexasTerm	10/01/15	394,336	52,418			52,375	289,543	
TexPool	10/01/15	22,416,140	337,895	721,307	602,252	4,639,272	11,252,008	4,863,406
TexStar	10/01/15	3,646,462	2,430,974			1,215,487		
Independent Bank CD	12/12/15	3,016,534					3,016,534	
Independent Bank CD	03/04/16	1,502,648				1,502,648		
Central National Bank CD	03/05/16	2,014,841					2,014,841	
Southside Bank CD	03/08/16	1,006,014				1,006,014		
Central National Bank CD	05/06/16	2,503,466					2,503,466	
Independent Bank CD	06/04/16	2,506,936					2,506,936	
Southside Bank CD	09/08/16	1,007,018				1,007,018		
Comerica Bank CD	09/08/16	2,014,448				2,014,448		
Comerica Bank CD	03/02/17	2,008,079	2,008,079					
Central National Bank CD	03/09/17	3,000,000					3,000,000	
Central National Bank CD	04/26/17	2,018,208					2,018,208	
Totals		\$ 97,586,506	\$ 14,568,303	\$ 3,325,977	\$ 3,077,406	\$ 23,572,716	\$ 47,944,947	\$ 5,097,157



City of Killeen

Legislation Details

File #: RS-16-026 **Version:** 1 **Name:** Acceptance of FY2015 Annual Audit Report
Type: Resolution **Status:** Resolutions
File created: 3/4/2016 **In control:** City Council
On agenda: 3/22/2016 **Final action:**
Title: Consider a memorandum/resolution accepting the annual audit report for the fiscal year ended September 30, 2015.
Sponsors: City Auditor, Finance Department
Indexes:
Code sections:
Attachments: [Council Memorandum](#)

Date	Ver.	Action By	Action	Result
3/15/2016	1	City Council Workshop		

CITY COUNCIL MEMORANDUM

AGENDA ITEM

Acceptance of the annual audit report for the fiscal year ended September 30, 2015.

ORIGINATING DEPARTMENT

City Auditor

BACKGROUND INFORMATION

The City Council previously approved the engagement of Weaver, LLP to perform the independent audit of the City's financial records for the fiscal year ended September 30, 2015.

DISCUSSION/CONCLUSION

Weaver, LLP has completed their audit, and a copy of the Comprehensive Annual Financial Report has been provided to the City Council. Representatives of Weaver, LLP will appear at the City Council Workshop on March 15, 2016, to present the results of the audit to the City Council. The goal of the audit was to provide reasonable assurance that the financial statements of the City of Killeen for fiscal year ended September 30, 2015, are free of material misstatement. The audit report has been formatted to comply with all required provisions of the Governmental Accounting Standards Board.

FISCAL IMPACT

The fees associated with the performance of the annual audit were budgeted and are available in various Professional Services accounts located in the major funds.

RECOMMENDATION

The staff recommends that the City Council approve the Comprehensive Annual Financial Report for the fiscal year ended September 30, 2015.



City of Killeen

Legislation Details

File #: RS-16-027 **Version:** 1 **Name:** Computer Replacements
Type: Resolution **Status:** Resolutions
File created: 2/12/2016 **In control:** City Council
On agenda: 3/22/2016 **Final action:**
Title: Consider a memorandum/resolution for replacement computer system purchases using the Texas Department of Information Resources state contract.
Sponsors: Information Technology Department
Indexes:
Code sections:
Attachments: [Council Memorandum](#)
[Statement of Work](#)

Date	Ver.	Action By	Action	Result
3/15/2016	1	City Council Workshop		

CITY COUNCIL MEMORANDUM

AGENDA ITEM

**Replacement of Computer Systems Purchase
Using the Department of Information
Resources Contract**

ORIGINATING DEPARTMENT

**Information Technology Services
Department**

BACKGROUND INFORMATION

The Information Technology Services Department (ITS) replaces desktop computer systems annually in accordance with the City's five-year replacement cycle plan. We currently have approximately 900 desktop computer systems in our inventory.

DISCUSSION/CONCLUSION

The ITS Department is seeking approval to purchase 124 desktop computer systems using the Texas Department of Information Resources (DIR), state contract (DIR-SDD-1951). In accordance with the Texas Local Government Code, purchases made through a purchasing cooperative satisfy the city's legal bidding requirements. This year three vendors under the DIR contract were asked to provide estimated costs for the computer systems. The three vendors are as follows: CenTex Technologies; GovConnect; Shi, Inc. Each vendor was asked to price the following requirements: provide a computer system (computer, 2 monitors, mouse, and keyboard), install the base software image, provide an asset tag inventory of all items, physically install each system, and relocate the old system to the ITS auction area. GovConnect provided the best value for these ITS requirements.

This purchase of 124 computer systems will complete the second year of the five-year replacement cycle, ensuring that all of the City's computer systems have operating systems of Microsoft Windows 7 and Office 2010. This addresses security issues posed by previous versions, provides a common platform for training, makes the staff more efficient, and prepares us for future technology upgrades.

FISCAL IMPACT

Funds for this replacement plan (\$128,159.77) have been included in the FY2016 budget per the breakout below:

Cost Share	Fund
\$48,447.77	010-2705-419.46-40
\$7,089.50	214-9508-457.46-40
\$7,089.50	525-9508-521.46-40
\$5,907.00	540-9508-439.46-40
\$43,719.00	550-2705-419.46-40
\$5,907.00	575-9508-492.46-40
\$10,000.00	240-0000-417.46-40
\$128,159.77	TOTAL

RECOMMENDATION

The ITS Department staff recommends that the City Council authorize the purchase of computers from GovConnect for the FY 2016 portion of the five-year replacement cycle plan, and that the City Manager is further authorized to execute any and all change orders in the amount authorized by state law.

STATEMENT OF WORK

PREPARED FOR:

City of Killeen

PROJECT:

Desktop Deployment

PREPARED BY:

Jason D'Aloia

Account Manager, GovConnection, Inc.

Anthony The

Project Manager, GovConnection, Inc.

February 8, 2016

SOW # 326999

Revision # 1.0

REVISION	DATE	CHANGE
1.0	February 8, 2016	Original Proposal

GovConnection, Inc.

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A SUBSIDIARY OF PC CONNECTION, INC.

To our valued Clients:

Thank you for choosing GovConnection, Inc., a PC Connection Company, as your consulting Services partner. We utilize best practice methods and data-driven analysis combined with a commitment to understanding our Clients' needs to set our professional Services apart from the competition.

PC Connection, Inc. is a Fortune 1000 Company with more than 30 years of experience providing innovative technology solutions backed by exceptional customer service. Our team of Account Managers and technical experts can help your organization realize greater performance, efficiency, and savings with end-to-end IT solutions across the following information technology areas:

- Server Consolidation and Management
- Data Storage and Protection
- Network Integration and Management
- Server and Network Virtualization
- Software Installs/Migrations/Upgrades
- Lifecycle Management Services
- Multi-Site Rollout Services
- Asset Disposition Services
- Security Assessment, Governance and Managed Services
- Enterprise Mobility Management and Security Services

Our mission is to serve as a one-stop source for all of your technology needs. Whether your project involves imaging and asset tagging, implementing a new virtual environment, or anything in between, we have the resources and the expertise to meet your needs and exceed your expectations.

Once again, thank you for choosing GovConnection, Inc. We look forward to helping you achieve your IT goals. Please feel free to contact your support team if you have any questions, comments, or feedback about any of the information in this document.

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Section 1.0 Opportunity Summary

City of Killeen (“Client”) has requested that GovConnection, Inc. provide a quote for Services in support of its Desktop Deployment project (“Services”). The scope of work for these Services can be found in Section 2 of this document.

Section 2.0 Scope of Work

Project Tasks:

The City of Killeen needs to deploy close to 100 of 124 systems to their offices around the City of Killeen. Assets are anticipated to arrive at the City facilities Imaged and Asset Tagged. City of Killeen will provide image and asset tags in advance.

GovConnection will provide technical resources to assist in the deployment of the desktop systems within the City of Killeen facilities. Final distribution of assets across all 12 sites will be determined after the project start and prior to technicians arriving on site. We anticipate that there may be slight deployment count adjustments after project commencement and all changes will be communicated verbally and by email to the project team in advance. All work is expected to be completed within a 30 calendar day timeframe based on the current time estimations. Any delays caused by the City of Killeen or End Users may extend the timeframe.

The technicians will be expected to perform the tasks listed below when applicable to the end user and deployment asset.

- City of Killeen will provide instructions and process for Technicians to follow
- Process Training of GovConnection Technicians
- Communication to End User community of expectations and advising of GovConnection Technician performing the refresh services.
- City of Killeen will advise End Users to place all data on shared “U-Drive” prior to the refresh as part of expectations notification

The following tasks will be associated with the completion of this Statement of Work (“SOW” or “Agreement”):

- Task #1:Data Migration
 - All users have a network Share “U-Drive”
 - Based on Windows Login
 - Drive becomes available
 - Put all user data into this drive
 - End User is supposed to do this task prior to deployment
 - City of Killeen will advise End Users as part of expectations notification
 - Move all migrated data to new asset.
 - My Documents will need to be moved.
 - Users are not local admin
 - GovConnection will do a courtesy move of small amounts of data
 - User Favorites will be migrated to new unit per City of Killeen’s process instructions.
 - Anticipate 50% compliance of End users in moving data to the shared drive based on past history
 - GovConnection Technicians shall migrate the data for non-compliant users following the City of Killeen process and procedure.
 - City of Killeen will provide escalation or communication and guidance in the event that significant amounts of data will need to be moved that impacts the average time per asset.
 - CAD Blueprints for some users will need to be moved.
 - 10 gigs for most files.
 - Less than 25% of users have this data.

- Technician will work together at a single site for each deployment including data migration unless instructed otherwise by City of Killeen personnel.
- Task #2: Refresh Asset Process Overview. City of Killeen to provide specific process to technician
 - Go to each of users and verify if files are backed up
 - Commence Backup & Data Migration Process.
 - 45-60 mins per deployment including data migration
 - Technician will note any un-documented Stand Alone Software present on client machines.
 - App server to install Applications by engaging the application support team
 - Completed Deployment checklist.
- Task #3: Miscellaneous Support
 - Project Management Oversight
 - Resource and Delivery Planning and coordination
 - Printer mapping support
 - Determine deployment plan
 - Asset Removal – Loading and Unloading of equipment to City of Killeen Vehicles and at the central site for assets associated with the deployment.
 - Central site will be at the Old Airport.

Project Deliverables:

The following deliverables will be associated with this Statement of Work:

- Deliverable #1: GovConnection desktop technician
 - 1 technician for minimum of 4 contiguous weeks.
 - NOTE: (to be managed primarily by the City of Killeen Project Management Team.)
- Deliverable #2: GovConnection Technicians will provide Daily Time Reporting to City of Killeen Project Management Team.
- Deliverable #3: Provide relevant weekly time and status reporting on an agreed to schedule as determined by the City of Killeen Project Management team.

Project Completion Criteria:

Services as described in this Statement of Work will be considered complete when one of the following is complete:

- The tasks/deliverables/responsibilities specified within this SOW are provided
- The total labor hours are expended

Project Specific Assumptions:

The following Project Assumptions will be associated with this Statement of Work:

- City of Killeen will have 12 sites that require the new assets to be deployed
 - All sites within the City of Killeen.
 - City of Killeen will provide access to sites.
 - Normal business hours of 8am - 5pm Monday – Friday.
- Anticipated installation time is 1 hour per PC average for Installation assumption.
- City of Killeen will manage Black Listed applications like iTunes.
- City of Killeen will provide local transportation to move assets from IT to each site.
- City of Killeen will provide Transportation of assets from central site and back to Storage Site.
- GovConnection Technicians will assist in the loading and unloading of the assets into and from the vehicles.

- GovConnection Technicians will have 5 years or equivalent experience with desktop deployments.
- Project will be executed contiguously.
 - Anticipated 4 weeks for 1 Technician
 - Total of 5 weeks of Technician Time.
- Technicians shall be assigned full time and dedicated to the City of Killeen. Any delays or work stoppages by the City of Killeen will incur hourly charges at the agreed to hourly rate.
- City of Killeen will ensure the timely backup, removal, protection, and restoration, as applicable, of any programs, data and removable storage media contained in the computer products, hardware or software, before rendering same for Service and the restoration of all data after the completion of Service
- GovConnection, Inc. assumes no liability for loss or recovery of Data or Programs
- GovConnection, Inc. assumes that the existing environment is stable, properly configured and free of critical errors in the Event Logs
- All required hardware, software and licensing will be on-site prior to GovConnection, Inc. arrival
- Required hardware will be racked, configured and boot tested prior to GovConnection, Inc. arrival on-site unless otherwise agreed to by GovConnection, Inc.
- Client IT staff will respond to requests for information or assistance in a timely manner (e.g. that same day of the request is made) in order to keep the project on track
- At least one member of the Client's IT or Project Management staff will be dedicated to the project at least 50% of the time
- GovConnection, Inc. assumes all Service tasks included in this SOW will be performed contiguously unless otherwise stated
- Technicians cannot remove any equipment from the site or transport any items from the site.
- Technicians are not authorized to drive customer vehicles
- Technicians may not lift more than 45 LBS

Section 3.0 General Assumptions

Both Client and GovConnection, Inc. are responsible for the successful execution of this project. GovConnection, Inc.'s responsibilities have been set forth elsewhere in this SOW. Client agrees to the following assigned responsibilities:

- Prior to the scheduling of this project, Client and GovConnection, Inc. shall deliver in writing (or Email) to each other the respective primary point of contact (“Client Contact”)
- All project communications will be addressed to primary point of contact
- The primary point of contact shall:
 - Have the authority to act on behalf of the Client in all aspects of the project
 - Have the authority to resolve conflicts
 - Ensure that any communication between Client and GovConnection, Inc. is made through the appropriate Project Manager
 - Obtain and provide project requirements, information, data, decisions and approvals within one working day of the request, unless both parties agree to a different response time
 - Ensure that assigned project personnel have reasonable and safe access to the project site and adequate office space, as required
- Client will provide technical points-of-contact, who have a working knowledge of the enterprise components to be considered during this project (“Technical Contacts”)
- GovConnection, Inc. may request that meetings be scheduled with Technical Contacts
- Client will inform GovConnection, Inc. of all access issues and security measures, and provide access to all necessary hardware and facilities
- Client is responsible for providing all hardware, software, and facilities for the successful completion of this project. Facilities and power must meet manufacturer requirements for the products purchased
- Client may be responsible for developing or providing documentation, materials and assistance to GovConnection, Inc. and agrees to do so in a timely manner
- GovConnection, Inc. personnel will honor Client confidentiality requests and will work to meet / follow internal security guidelines
- GovConnection, Inc. Services are performed by GovConnection, Inc. resources or a member of their Premier Partner Network
- GovConnection, Inc. employees and sub-contractors will not work in an environment that exposes them to safety or environmental hazards, including but not limited to asbestos.
- Customer is responsible for reporting that buildings, worksites, and associated locations have been tested for safety or environmental hazards, including but not limited to asbestos, and all traces have been abated to OSHA standards.
- Customer is responsible for notifying GovConnection, Inc. of the presence of safety or environmental hazards, including but not limited to asbestos, in any buildings, worksites, or associated locations prior to work beginning.
- Customer is responsible for all costs associated with any work delays caused by the discovery of safety or environmental hazards, including but not limited to asbestos
- Customer is responsible for costs associated with all abatement procedures and delays caused in the project execution. GovConnection, Inc. assumes no responsibility for executing abatement procedures for safety or environmental hazards, including but not limited to asbestos.
- Customer is responsible for any time and expense associated with permits necessary per local city codes or ordinances.

SOW Exclusions

- Unless otherwise stated within this SOW, the following tasks / deliverables are specifically excluded from this SOW:
 - This project does not include any installation / configuration of software not specifically listed
 - This project does not include setup, cabling, or configuring of any LAN/WAN hardware
 - This project does not include development or debugging of any scripts
 - This project does not include formal classroom training

Section 4.0 Pricing

Unit of Measure	QTY	Description	Unit Price	Extended Price
Hourly	160	Deployment Technician Hourly	\$ 61.68	\$ 9,868.80
		Deployment Technician - Overtime Rate	\$92.52	
			Total:	\$ 9,868.80

Pricing Assumptions:

- Unless otherwise agreed to by Client and GovConnection, Inc., this quote for Services is valid for 60 days from the date delivered to the Client
- Unless otherwise noted, pricing included within this SOW does not include any applicable taxes.
- Pricing above assumes all project tasks will be performed contiguously unless otherwise agreed to by Client and GovConnection, Inc.
- Pricing is based on a 40 hour per week commitment for each technician based on the hourly rate listed. Each additional hour above the 40 hour per week commitment will be billed at the overtime hourly rates listed per Texas Labor Laws..
 - In the final week, if the work is completed early, rates will revert to a daily minimum of 8 hours per day.
 - Overtime Rate is 1.5 times the hourly rate.
- Actual Technician hours will be charged based on Technician's check in with Client in the morning and upon release at end of day.
- In an effort to control costs and maximize value, travel expenses included in pricing above assumes timely advance scheduling
 - Projects scheduled less than 21 days in advance or rescheduled within 21 days of the start date may result in increased travel expenses
 - The Client agrees to be invoiced for any travel expenses and related fees, including any related cancellation fees, incurred due to project cancellation after such travel has been coordinated, booked and purchased
- GovConnection, Inc. reserves the right to request a milestone billing for the project if an unanticipated delay (outside of the control of GovConnection, Inc.) causes a work stoppage of two weeks or greater
- Unless otherwise set forth in an Exhibit or Statement of Work, Service Provider agrees to provide Services during local Service hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays. Local legal holidays will apply.
- Unless previously agreed to, Service activities scheduled for non-standard working hours may require additional charges quoted under separate cover, non - standard working hours are defined as follows:
 - Monday through Friday, before 8AM or after 5PM local Service activity location time
 - Saturday & Sunday (all day)
 - Local Legal Holidays (City of Killeen Holidays)
 - GovConnection, Inc. recognized Holidays, schedule available upon request

Pricing & Invoice Terms and Conditions:

Pricing and Invoice Type:

This project is a Time & Materials pricing type with separate expenses and a monthly invoicing structure associated with it and as such the following terms apply to this project:

Pricing Terms:

The pricing listed is estimated and the actual number of units (hours, etc.) required to complete the project will be reflected on the invoice.

A Change Order (Exhibit B) will be presented for customer approval if the cost required to complete the project is +/-20% of the original estimate.

Expense Terms:

Expenses are listed as a separate line item in the pricing table and are estimated. Customer will be invoiced for actual expenses required to complete the project.

A Change Order (Exhibit B) will be presented for customer approval if expenses required to complete project are +/- 20% of the original estimate.

Invoicing Terms:

The customer will receive an invoice at project completion. Labor and expenses may be invoiced separately.

Any adjustments to the scope, schedule, or deliverable as well as any changes in the estimated hours, expenses, or materials related to the project may result in the development of a Change Order (Exhibit B). For applicable Time and Materials engagements, City of Killeen agrees to be invoiced for actual time and materials up to 20% beyond the original estimate- in accordance with approved change orders.

Section 5.0 SOW / Project Acceptance Summary

SOW Acceptance

- Upon City of Killeen acceptance of the SOW Acceptance Page and delivery back to GovConnection, Inc., GovConnection, Inc. will countersign the SOW Acceptance Page (upon City of Killeen request) and return copy to appropriate City of Killeen contact

Project Commencement

- Upon execution of the SOW Acceptance Page contained in Section 6 of this document, GovConnection, Inc. will work with City of Killeen to finalize Project Commencement Date
- No project work will begin prior to execution of the SOW Acceptance Page contained in Section 6 of this document

Project Acceptance

- Upon completion of some or all of the Service tasks listed in SOW# 326999, GovConnection, Inc. may present a form of Proof of Delivery, POD, to City of Killeen for the purpose of Client acknowledgement of Services delivery. Proof of Delivery could include but is not limited to the list below.
 - The Acceptance for Services Delivered (ASD) form (see Exhibit A attached)
 - Client email acknowledgement of work completed
 - Client faxed acknowledgement of work completed
 - Signed proof of order agreeing to be invoiced (PrePay, Contracts, etc.)
 - Time sheet with hours worked

Note: The acknowledgement form listed above will not preclude City of Killeen from contesting charges or Services delivered at a later date; it simply acknowledges the delivery of Service

- Important Note: City of Killeen shall have seven (7) business days to respond to the ASD. If, after seven days of request by GovConnection, Inc., there has been no Client response (Acceptance or Dispute), GovConnection, Inc. will consider this as a statement of acceptance of the Services performed and GovConnection, Inc. will invoice for these Services immediately

Section 6.0 SOW Acceptance for SOW #326999

By signing this document you agree to all sections of this Statement of Work and to provide full and timely payment for completion of this project per the terms and conditions of this Agreement.

- Service delivery will be scheduled following GovConnection, Inc.'s receipt of this signed Agreement and, if applicable, the accompanying purchase orders (PO), unless otherwise agreed upon by Client and GovConnection, Inc.
- The estimated dates for beginning and conducting the project will be mutually agreed upon by Client and GovConnection, Inc.
- Client delays to the project schedule may incur additional costs
- Upon execution of this Agreement, please deliver signed Agreement to Account Manager and or Project Manager listed on page 2 of this document

Client:	City of Killeen
Project Name:	Desktop Deployment
SOW #:	326999
SOW Revision:	1.0

ACCEPTED BY:
GovConnection, Inc.

ACCEPTED BY:
City of Killeen

Name:

(Please Print)

Name:

(Please Print)

Title:

(Please Print)

Title:

(Please Print)

Signature:

Signature:

Date:

Date:

Please return entire document including the SOW Acceptance for SOW # 326999 page.

Section 7.0 Terms and Conditions

STANDARD TERMS AND CONDITIONS

These **Terms and Conditions** are entered into by and between GovConnection, Inc. and Client.

1. **Services & Statements of Work**

The Services to be covered under this Agreement are set forth in one or more Statements of Work ("SOW"), together with any Exhibits, which shall reference this Agreement; and the terms and conditions contained herein will be a part of any such Statements of Work or Exhibits. In the event Client chooses to order products or Services from Service Provider utilizing the Internet or Service Provider's website, the terms and conditions contained therein shall apply to any such products or Services ordered. The cost, installation and functioning of all products not provided by Service Provider in rendering Services hereunder, including, without limitation, electric power, electrical wiring, cabling, telephone equipment, computers, modems, printers, tables, etc. shall be Client's sole responsibility.

2. **Pricing & Terms of Payment**

- (a) The price for Services to be provided will be set forth in Exhibits or SOWs. Service Provider may, after the initial term of an Exhibit of Statement of Work, increase charges for Services by giving the Client thirty (30) days written notice.
- (b) All terms are net 30 days, unless otherwise specified in the SOW, contingent upon Client qualifying for credit with Service Provider. Should Client not qualify for sufficient credit with Service Provider, payment must be made via other acceptable form such as credit card or prepayment. Failure to pay within specified terms may at the option of Service Provider result in the suspension of the contract, imposition of interest charges at the rate of a 1.5% per month or the highest allowed by law, whichever is lower, and may result in the termination of the contract by Service Provider upon written notice.
- (c) The SOW shall specify whether the contract is based on a fixed price or hourly rate. All reasonable travel, lodging, car rentals, and meal expenses will be billed to the Client unless otherwise specified in SOW or Exhibit.
- (d) Any sales and use taxes shall be added to the invoice. In the event Client claims exemption from sales and use taxes, Client must provide Service Provider with the appropriate tax exemption certificate from the taxing authority.

3. **Fees & Taxes**

Client, at its expense, shall pay, discharge, and be responsible for, all licensee fees, business, sales, use, or other similar taxes or assessments charged or levied by reason of anything performed under this Agreement, excluding, however, all taxes and assessments applicable to Service Provider income or applicable to Service Provider property. If Service Provider is required to remit any fee, tax, or duty on behalf of or for the account of Client, Client will reimburse Service Provider within ten (10) days after Service Provider notifies Client in writing of such remittance.

4. **Proprietary Rights**

Except for any Deliverables as set forth in a SOW, Service Provider does not convey or transfer nor does Client obtain any right or interest in any of the software programs, systems, tools, data or materials or process utilized or provided by Service Provider in connection with the performance of this Agreement, including but not limited to the WebSPOC® software. Service Provider grants to Client a perpetual, royalty-free, worldwide right to use the technology imbedded in the Services.

5. **Client Representations**

Client represents and warrants to Service Provider that Client has the right to authorize Service Provider to repair and/or Service all items of computer products, hardware or software, which are or become subject to this Agreement.

6. **Client Responsibilities**

Client, at its expense, shall:

- a. Allow employees or agents of Service Provider reasonable access to the premises and facilities where the Service is to be provided, and Client shall not require Service Provider's personnel to sign any document that has not been approved in advance by Service Provider.
- b. Provide appropriate electric current for any necessary purpose with suitable outlets.
- c. Provide safe, suitable and easily accessible floor space, adjacent to where Service will be provided.
- d. Provide suitable environmental conditions for installation as may be specified in a SOW.
- e. Provide reasonable assistance to Service Provider as requested.
- f. Use the Services only on or with equipment and software recommended by Client, or the applicable manufacturers and software providers.

Upon the failure of Client to comply with the responsibilities set forth in this Section ("Non-compliance"), Service Provider may, at its option, refuse to perform any Service where Non-compliance has occurred until such Non-compliance has been cured to the reasonable satisfaction of Service Provider without any liability or obligation under this Agreement or any applicable law; provided further, that Service Provider may charge Client at its then current labor rates for any Service call at which no Service was performed by Service Provider as a result of Non-compliance.

In the event Service Provider holds, stores, or provides storage Services for any of Client's property, including but not limited to any computer hardware or products, Client is required to maintain insurance on such property at its own expense and shall provide Service Provider with a certificate of insurance naming Service Provider as an additional insured. In case of loss, Client's insurance shall be primary and Service Provider's coverage, if any, shall be non-contributory. Unless otherwise provided by an Exhibit, Service Provider has no liability for Client's property stored at Service Provider's premises.

7. Limited Warranty

(a) Computer & Technical Services. Service Provider shall provide computer and/or other technical Services in a good workmanlike and professional manner consistent with current industry standards, and that such Services shall for a period of sixty (60) days following completion conform to the specifications in the Scope of Work. The foregoing limited warranty is contingent upon Client fulfilling the Client responsibilities set forth above and any other conditions that may be specified in the applicable SOW. All product and Service completion schedules provided by Service Provider are estimates and are provided for planning purposes only.

In the event Client finds any Services provided hereunder to be defective or nonconforming during the warranty period, subject to the limitations set forth above, Service Provider shall promptly correct such Services to the reasonable satisfaction of Client in accordance with the specifications set forth in the SOW. In the event such corrected Services fail to comply with the specifications set forth in the SOW, then at Client's option, Service Provider shall again promptly correct such Services or shall reimburse to Client the payments made to Service Provider for such Services. The foregoing constitutes Client's sole remedy for Service warranty claims relating to computer and technical Services.

To the extent Service Provider is supplying third party hardware or software as part of the Services, such hardware and software shall be provided with the manufacturers' or publishers' standard end user warranties, if any. Service Provider makes no independent warranties with regards to third party hardware or software.

(b) Personnel Services. Warranties, if any, relating to the provision of personnel placement and recruiting Services will be as set forth in the applicable SOW.

8. Disclaimer of All Other Warranties

WITH THE EXCEPTION OF THE LIMITED WARRANTIES EXPRESSLY SET FORTH IN THIS AGREEMENT, SERVICE PROVIDER DISCLAIMS ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED UNDER LAW, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SERVICE PROVIDER DOES NOT PROMISE THAT THE PRODUCTS OR SERVICES PROVIDED WILL BE ERROR-FREE OR THAT CLIENT'S COMPUTER PRODUCTS, HARDWARE OR SOFTWARE WILL OPERATE WITHOUT INTERRUPTION.

9. Limitation of Liability

SERVICE PROVIDER WILL NOT UNDER ANY CIRCUMSTANCES BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING BUT NOT LIMITED TO, PROPERTY DAMAGE, LOSS OF PROFIT, LOST TIME, LOSS OF DATA, LOSS OF USE OF ANY SUCH EQUIPMENT, COST OF PROCUREMENT OF SUBSTITUTE PRODUCTS, TECHNOLOGY OR SERVICES, OR ANY OTHER DAMAGES RESULTING FROM THE BREAKDOWN OR FAILURE OF ANY COMPUTER PRODUCTS, HARDWARE OR SOFTWARE, OR FROM DELAYS IN SERVICING OR THE INABILITY TO RENDER SERVICE ON ANY COMPUTER PRODUCTS, HARDWARE OR SOFTWARE EVEN IF IT HAS BEEN ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, SERVICE PROVIDER'S LIABILITY FOR DAMAGES RESULTING FROM ANY CAUSE WHATSOEVER, INCLUDING BUT NOT LIMITED TO SERVICE PROVIDER'S NEGLIGENCE OR INSTALLATION OF DEFECTIVE PARTS OR COMPONENTS, WHETHER OR NOT SUCH DEFECT WAS KNOWN OR DISCOVERABLE, SHALL NOT EXCEED THE ACTUAL PRICE PAID TO SERVICE PROVIDER BY CLIENT FOR THE COMPUTER PRODUCTS, HARDWARE OR SOFTWARE, PARTS OR SERVICE WHICHEVER IS LESS.

Service Provider shall not be responsible for damages caused by (i) accidents, misuse, misapplication, or neglect of Client or any of its agents or employees or as result of Service by any person other than a Service Provider representative; (ii) placement or operation of computer products in an area that does not comply with manufacturer's published space or environmental requirements; or (iii) improper storage, use, and movement of any computer products to be Serviced.

10. Completion of Services

- (a) Completion of Services shall be documented by the Service Provider Acceptance Form – Exhibit A, which Client shall execute and return promptly. Services shall be deemed complete if Client fails to return the Acceptance Form within 7 days of the completion of Services by Service Provider. For products that do not require installation or Services an Acceptance for Services Delivered form is not required and Acceptance shall occur upon delivery of products to Client.
- (b) If provided for in the Statement of Work, an Acceptance Plan may be co-developed by Service Provider and Client and used to determine successful completion of the deliverables and final acceptance.

11. Term

Unless otherwise stated herein, the term of this Agreement shall be from the execution of the SOW Acceptance Page until the customer's acceptance of the completion of Services as described in Section 5 of this Agreement.

12. Right of Termination**(a) Service Provider:**

If Service Provider is unable to furnish any parts or acquire technical data required to repair and/or Service any item of computer hardware products, then Service Provider may cancel coverage for that item under the Agreement and Service Provider will refund payment for the remaining days of coverage under this Agreement, on a pro rata basis.

If, during the course of this Agreement, items of computer products experience an excessive failure rate due to age, discontinuance of spare parts availability from the manufacturer or other causes beyond Service Provider's control, Client agrees to replace or refurbish said Equipment at no charge to Service Provider. If Client fails to do so, Service Provider may, at its option, exclude such item from coverage by giving the Client thirty (30) days written notice.

(b) Mutual Rights of Termination:

Either party may terminate this Agreement at any time if the other party breaches any material provision hereof and fails within fourteen (14) days after receipt of notice of default to correct such default promptly or to commence corrective action reasonably acceptable to the aggrieved party and proceed with diligence to completion. After the initial term, unless dates are otherwise designated for specific Services set forth in an Exhibit or Statement of Work, either Party hereto shall have the right to terminate this Agreement without cause, without penalty, and without liability for any damages as a result of such termination at any time giving the other Party at least thirty (30) days prior written notice of such termination. If either Party properly terminates the Agreement, Service Provider will provide a prorata refund for any advanced payment for the remaining days of coverage under the Agreement. Any funds so owed by Service Provider will be refunded in full within sixty (60) days after receiving written notice of contract termination. Notwithstanding any termination of this Agreement, Client shall be obligated to pay Service Provider for (i) all products and Services provided by Service Provider in accordance with this Agreement at any time on or prior to the effective date of termination; and (ii) all incidental costs and expenses incurred by Service Provider in accordance with this Agreement at any time on or prior to the effective date of termination.

13. Personal Information

Service Provider represents and warrants to Client that in connection with the receipt, storage, use and/or transfer of Personal Information, it shall (a) at all times maintain the confidentiality of Personal Information provided Service Provider or otherwise disclosed to Service Provider in connection with the provisions of Services under this Agreement, and (b) maintain appropriate security measures that are in compliance with data protection regulations promulgated under applicable state and federal laws of the United States. For the purposes of this section "Personal Information" means the first and last name or first initial and last name of an individual together with one or more of the following relating to such individual: (i) Social Security number; (ii) driver's license number/state-issued identification number; or (iii) financial account number, or credit or debit card number, with or without any required security code, access code, personal identification number, or password, that would permit access to the account.

14. Nondisclosure

- (a) Each party shall retain all rights to its Confidential Material. Each receiving party agrees to take such measures to prevent the unauthorized disclosure to third parties of Confidential Material, as it would take to prevent disclosure of its own proprietary or confidential information but in no event less than reasonable measures. To the extent practicable, information protected by this Agreement shall be marked "Confidential". Information exchanged prior to the date of this Agreement shall be considered Confidential Material.
- (b) Disclosure will be limited to such employees and agents of receiving party as necessary for proper evaluation and provision of Services under this Agreement. In the event receiving party must secure the Services of a third party for proper evaluation, receiving party shall obtain an agreement from such third party at least as restrictive as this Agreement. Receiving party shall disclose such agreements to other party upon request. Except as necessary for proper evaluation and provision of Services under this Agreement, Confidential Material obtained pursuant to this Agreement may not be duplicated, and all Confidential Material exchanged pursuant to this Agreement must be destroyed or returned to the originating party upon request.
- (c) Confidential Material may not be used by the receiving party except as expressly permitted herein; no grant of license to use Confidential Material is given by this Agreement.
- (d) Confidential Material shall not include the following: Information obtained by receiving party that (i) is or becomes generally known or available to the public through no breach by receiving party, (ii) is lawfully known to it at the time of receipt, (iii) is subsequently furnished to it lawfully by a third party without restriction, or (iv) is furnished by the originating party to a third party without restriction.
- (e) Confidential Material is provided "AS IS" and no warranties or representations are given, and receiving party shall rely on such information at its own risk. The exchange of Confidential Material shall not obligate either party to enter into a business or other relationship.

In the event a receiving party receives a subpoena or discovery request for Confidential Material, it shall immediately notify originating party in writing and give originating party the opportunity to contest the disclosure of Confidential Information.

- (f) Service Provider may from time to time disclose information to the PCI Security Standards Council or a Qualified Security Assessor in order to remain in compliance with the credit card security standards. Such disclosure shall be permitted under this Section.
- (g) The parties acknowledge that unauthorized disclosure or use of Confidential Material may cause irreparable damage to the disclosing party for which monetary damages may not be adequate relief. Therefore, in addition to any other remedies it may have, the disclosing party shall be entitled to seek injunctive relief against actual or threatened unauthorized disclosure or use of Confidential Material.
- (h) Confidential Material shall be protected hereunder for a period of five (5) years following the termination of this Agreement.

15. Non-Solicitation of Personnel

Client shall not solicit for employment, directly or indirectly, the officers, employees, subcontractors or agents ("Personnel") of the other party who have performed duties in support of this Agreement, during the term hereof and until six (6) months after the earlier of: (a) the termination of such Personnel's engagement; and (b) the termination of this Agreement, unless explicitly agreed to in the SOW. No offer or other form of solicitation of employment will be made at any time when the employment of such Personnel is prohibited by this Agreement. Inasmuch as it is impossible to fix the damages for breach of this non-solicitation provision in certain situations, it is understood and agreed that with respect to Service Provider's Personnel associated with the SOW, upon breach, the breaching party will pay to the non-breaching party, as liquidated damages, an amount equal to fifty percent (50%) of the affected Personnel's base annual compensation for each such employment solicitation made in breach of this provision. Both parties agree that this amount represents reasonable compensation to the non-breaching party for its cost of recruiting and training its Personnel, and does not constitute a penalty. Such amount will be due and payable by the breaching party within ten (10) days of receipt of written demand from the non-breaching party. The above provision shall not apply to any response by Personnel, to publicly posted job advertisements of the other party or for staffing Services provided by Service Provider. The intention of this Section is to prohibit the active recruitment of Personnel of the other party.

16. Binding Agreement and Assignments

This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns. This Agreement is not transferable or assignable without the prior written consent of the other party provided however, that such consent shall not be required in the event of an assignment made to an affiliate of either party or to a successor or purchaser in a merger, acquisition or sale or transfer of all or substantially all of the business, assets or equity of either party, provided that the successor/assignee is not deemed to be a competitor of non-assigning party.

17. Waiver

No waiver of any provision or breach shall be implied by failure to enforce any rights or remedies herein provided, and no express waiver shall affect any provision or breach other than that to which the waiver is applicable and only for that occurrence.

18. Subcontracting

Service Provider may subcontract for on-site Services provided to Client. Such subcontracting will not release Service Provider from any of its obligations in this Agreement.

19. Force Majeure

Neither Party shall be liable for any failure, inability or delay to perform hereunder (except the payment of money), if such failure, inability or delay is due to circumstances beyond its reasonable control, including, but not limited to, acts of God, war, terrorism, strike, lockout, labor disturbance, social conflict, fire, explosion, earthquake or sabotage.

20. Notices

All notices herein provided for or which may be given in connection with this Agreement shall be by certified mail with postage prepaid and return receipt requested or personal delivery or facsimile.

If any such notice by Client to Service Provider, it shall be addressed to:

To: PC Connection, Inc.
730 Milford Road
Merrimack, NH 03054
ATTN: Legal Department

And if given by Service Provider to Client such notice shall be addressed to:

Client: _____
Attn: _____
Address: _____

21. Dispute Resolution

The parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiation between executives who have authority to settle the controversy and who are at a higher level of management than the persons with direct responsibility for administration of this project. Any party may give the other party written notice of any dispute not resolved in the normal course of business. Within fifteen (15) days after delivery of the notice, the receiving party shall submit to the other a written response. The notice and the response shall include (a) a statement of each party’s position and a summary of arguments supporting that position, and (b) the name and title of the executive who will represent that party and of any other person who will accompany the executive. Within thirty (30) days after delivery of the disputing party’s notice, the executives of both parties shall meet at a mutually acceptable time and place to attempt to resolve the dispute. All reasonable requests for information made by one party to the other will be honored. All negotiations pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence.

22. Governing Law

This Agreement shall be interpreted and governed by the laws of the State of Texas without giving effect to choice of law provisions. Any dispute arising under this Agreement shall be heard exclusively in the courts sitting in the State of Texas, and the Parties hereby consent to the jurisdiction of such courts.

23. Attorneys’ Fees

The prevailing party in any litigation shall be entitled to recover its reasonable attorneys’ fees and related costs.

24. Independent Contractor

Nothing in this Agreement, and no course of dealing between the parties, shall be construed to create an employment or agency relationship or a partnership between a party and the other party. Each party shall be solely responsible for payment of its employees’ salaries (including withholding of income taxes and social security), workers’ compensation, and all other employment benefits.

25. Entire Agreement

This Agreement sets forth the entire Agreement and understanding between the Parties with respect to the subject matter hereof, and replaces any prior oral or written communications. The attached Exhibits hereto are made a part of this Agreement. This Agreement shall not be supplemented, modified or amended except by a written instrument signed by duly authorized representatives of Client and Service Provider, respectively, and no other person has or shall have the authority to supplement, modify or amend this Agreement in another manner.

26. Severability

In the event any term or provision of this Agreement is determined to be invalid, illegal or unenforceable, the remaining terms and provisions will continue in full force and effect if the essential terms and conditions of this Agreement for each party remain valid, binding and enforceable.

27. Headings and Interpretations

The headings of the Sections of this Agreement are intended solely for convenience or reference, and shall be given no effect in the construction or interpretation of this Agreement. The use of the masculine pronoun herein shall, where the context so indicates, be deemed to include the feminine and the neuter and vice versa, and the use of the singular shall be deemed to include the plural and vice versa.

28. Order of Precedence

In the event of any conflict or inconsistency of terms among the various documents that, at any given time, constitute this Agreement, the order of precedence that shall apply is as follows, with each listed document or type of document superseding and prevailing over any subsequently listed document or type of document, and with later executed documents prevailing over earlier documents of the same type, each solely to the extent of any irreconcilable conflict or inconsistency of the terms and conditions thereof: (i) this Agreement; (ii) any exhibits or Statements of Work; (iii) change authorizations and/or orders executed by the parties; and (iv) purchase orders and/or statements of work executed by the parties. Any preprinted terms and conditions in any Client purchase order shall be deleted and be void and of no effect.

29. Counterparts

This Agreement may be executed in duplicate counterparts. Each such counterpart, if executed by both parties, shall be an original and all such counterparts together shall constitute but one and the same document. This Agreement shall not be deemed executed unless and until at least one counterpart bears the signature of each party's designated signatory.

Exhibit A Acceptance for Services Delivered for SOW #326999

Client: City of Killeen **Date:** _____

Address: 8101 S. Clear Creek Rd., **Zip:** 76549

City: Killeen **State:** TX

Proposal #: 326999 **Change Order#:** _____

Contact Name: _____ **Phone:** _____

Project Description/Work Performed:

Client Comments:

Your signature acknowledges that the Services have been completed per SOW #326999 and approves GovConnection, Inc. to Invoice for those Services per the pricing Terms contained in SOW #326999.

ACCEPTED BY:
GovConnection, Inc.

ACCEPTED BY:
City of Killeen

Name: _____
(Please Print)

Name: _____
(Please Print)

Title: _____
(Please Print)

Title: _____
(Please Print)

Signature: _____

Signature: _____

Date: _____

Date: _____

Please fax or email completed forms to **Anthony The** at **athe@pccpro.com** or Fax: **603-683-0486**

Exhibit B Change Order Form for SOW #326999

Client: City of Killeen **Date:** _____

Address: 8101 S. Clear Creek Rd.,

City: Killeen **State:** TX **Zip:** 76549

Proposal #: 326999 **Change Order#:** _____

Contact Name: _____ **Phone:** _____

Change Reason:

Change Description:

Change Impact & Risk:

Change Cost (+/- Original SOW Cost):

\$

Client signature acknowledges that the change description outlined above and any additional costs outlined will become a part of the terms of SOW #326999.

ACCEPTED BY:
GovConnection, Inc.

ACCEPTED BY:
City of Killeen

Name:

(Please Print)

Name:

(Please Print)

Title:

(Please Print)

Title:

(Please Print)

Signature:

Signature:

Date:

Date:



City of Killeen

Legislation Details

File #: RS-16-028 **Version:** 1 **Name:** HHW Contract - Stericycle
Type: Resolution **Status:** Resolutions
File created: 2/23/2016 **In control:** City Council
On agenda: 3/22/2016 **Final action:**
Title: Consider a memorandum/resolution awarding a three-year contract for household hazardous waste services to Stericycle Environmental Solutions, Inc.
Sponsors: Solid Waste, Recycling, Public Works Department
Indexes:
Code sections:
Attachments: [Council Memorandum Agreement](#)
[Cost Proposal](#)
[Certificate of Interested Parties](#)

Date	Ver.	Action By	Action	Result
3/15/2016	1	City Council Workshop		

CITY COUNCIL MEMORANDUM

AGENDA ITEM

Consider a resolution approving a three-year contract with Stericycle Environmental Solutions, Inc. for the Household Hazardous Waste collection event services.

ORIGINATING DEPARTMENT

Public Works / Solid Waste Division

BACKGROUND INFORMATION

For over ten years, the City of Killeen has hosted Household Hazardous Waste (HHW) collection events. Until FY 2014, the Central Texas Council of Governments (CTCOG) sponsored these events. Beginning in FY 2014, funds were allocated in the Recycling Operations Division budget to sponsor at least one HHW collection event without CTCOG funding. During this timeframe, Phillips Service Company (PSC) provided HHW collection, transportation, and recycling/disposal services to the City under two one-year contracts. In mid-2014, PSC was acquired by Stericycle. This former PSC division based in Avalon, Texas, continues to perform as they did under PSC, including municipal, county, and district HHW services. Most recently, the City of Killeen's February 2015 HHW event was serviced by Stericycle personnel.

In November 2015, RFP 16-08, Household Hazardous Waste Collection, Transportation & Disposal, was released for proposals. The City received four proposals in response from Clean Harbors Environmental Services, Inc., Stericycle Environmental Solutions, Inc., Tradebe Treatment and Recycling, LLC, and Veolia Environmental Services, LLC.

DISCUSSION/CONCLUSION

A multi-year contract providing HHW collection events over a three-year period is necessary to provide citizens with consistent and frequent HHW disposal opportunities. The City's previous contract for HHW event services expired in the summer of 2015. Solid Waste staff consisting of the Director of Solid Waste Services Michael Cleghorn, Residential Services Superintendent Richard Davis, and Recycling Manager Peter DiLillo individually evaluated and scored the proposals. Stericycle was determined to be the most beneficial source to provide HHW event services to the City of Killeen.

HHW disposal services are a frequently-requested service by residents of Killeen. HHW collection events provide residents an opportunity to dispose of their HHW safely and legally. In addition to recycling, Stericycle staff provides an on-site latex paint recovery capability which has reduced the cost to dispose of paint, has provided paint for the Fort Hood area Habitat for Humanity Resale store, and has offered no cost paint to several Killeen senior citizens.

Stericycle has provided HHW services to the CTCOG and City of Killeen for over four years. The staff has been professional, supportive, and accommodating in planning and conducting Killeen hosted and sponsored events. Their proposal rated highest of the four proposals received,

rating 20% higher than the nearest competitor. City staff expects Stericycle Environmental Solutions to continue to provide excellent HHW event services.

FISCAL IMPACT

City of Killeen HHW events over the past two years have ranged from \$28,000 to \$32,000 for collection, transportation, and disposal services. Funds are available in account number 540-3470-439.50-40 for one event per year. Additional events could be conducted if grant monies are received from the CTCOG for regional HHW events.

RECOMMENDATION

City staff recommends that City Council authorize the City Manager to execute a contract with Stericycle Environmental Solutions, Inc. for an initial three-year term with the possibility of two additional three-year renewal terms for HHW event services and Conditionally Exempt Small Quantity Generator services and, further, that the City Manager be expressly authorized to execute any and all change orders within the amounts established by state and local law.



ENVIRONMENTAL SERVICES AGREEMENT

Stericycle Environmental Solutions, Inc., a Delaware corporation (“SRCL” or “Contractor”) and City of Killeen _____, a Texas municipal governmental entity (“Customer”) enter into and agree as provided in this Environmental Services Agreement (the “Agreement”) effective as of the ___ day of _____, 2016 (the “Effective Date”).

1. **Purpose and Term of Agreement.** This Agreement sets forth the terms and conditions under which Contractor shall provide services to Customer (“Services”). The term of this Agreement shall commence on the Effective Date and shall continue in effect for three (3) years or until terminated in accordance with Paragraph 13 below (“Initial Term”). After the Initial Term, this Agreement will automatically renew for successive renewal terms (“Renewal Term”) equal in length to the Initial Term unless either party gives written termination notice at least twelve months before expiration of the Initial Term or any subsequent Renewal Term. The parties agree that if any Services are performed prior to the Effective Date or the Initial Term, the terms and conditions of this Agreement shall govern.
2. **Services.** When Customer requires any Services covered by this Agreement, Customer may issue to Contractor, in writing, a purchase order, work authorization, notice to proceed, bid, or proposal (hereinafter “Work Order Authorization”). Any Work Order Authorization issued by Customer is subject to the terms and conditions of this Agreement and any other terms referenced herein. In the event of any conflict, the controlling order is this Agreement, any attachment(s) to, or references within, this Agreement, then the Work Authorization. Customer agrees to exclusively use Contractor for the Services at the locations and/or facilities indicated below during the Initial Term and any subsequent Renewal Term.

Location of Customer Facility or Facilities	Services
	1) Collection, transportation, and disposal of household hazardous waste, as found in the Description of Work in Contractor’s proposal for RFP16-08, attached as “Exhibit A” and incorporated herein for all purposes

3. **Fees and Billing.** (a) Amount. Customer agrees to pay Contractor for the performance of the Services at the fees or rates set forth in the Corporation’s Cost Proposal submitted and attached in “Exhibit A”, or, if not specified therein, at Contractor’s standard fees or rates for such Services at the time the Services are rendered. Customer is responsible for all sales and use taxes associated with the Services. Any payments made by credit card will be assessed a 2.5% service fee; (b) Invoices. Contractor shall invoice Customer for the Services performed, and Customer shall pay such invoice within thirty (30) days after the date of the invoice. In the event Customer has a good-faith objection to an invoice, Customer shall pay the undisputed amount pursuant to the terms of this Agreement and notify Contractor of said objection in writing within fifteen days; failure to object in writing within fifteen days constitutes waiver of objections to invoices. (c) Late Payment. For any late payment received by Contractor, Contractor shall charge Customer a service charge of one and one-half percent per month of the amount of the invoice or the maximum percentage allowed by law, whichever is less. Customer shall pay all reasonable costs of collection, including attorneys’ fees and expenses, incurred by Contractor in the collection of payment of invoices which are not timely paid by Customer; (d) Non-Payment of Invoices. If payment of Contractor invoices is not maintained on a 30-day current basis, Contractor may suspend further performance of any or all Services and/or withhold any and all materials, labor, work or data from Customer until full payment is made;
4. **Customer Site Access.** Customer shall provide access to Customer’s property and/or worksite during regular business hours as necessary to perform Services hereunder. Customer shall provide Contractor, its employees and subcontractors a safe working environment for any Services performed. Contractor, its employees and subcontractors shall comply with Customer’s safety procedures, provided such procedures are conspicuously and legibly posted in the working area or have been delivered, in writing, to Contractor prior to the commencement of Services. Customer grants to Contractor and warrants (if the project site is not owned by Customer) that permission has been granted by all persons necessary for Contractor, its employees, agents and subcontractors to enter the property on which the Services are to be performed for the purposes of performing the Services.
5. **Independent Contractor.** The relationship between Contractor and Customer under this Agreement shall be that of independent contractors. Each party shall exercise its own discretion in the method and manner of performing its duties, and neither party shall exercise control over the other except insofar as may be necessary to ensure performance and compliance with this Agreement. Employees, methods, equipment and facilities used by a party shall at all times be under its exclusive direction and control. Nothing in this Agreement shall be construed to designate either party, or any of its employees, as employees, agents, joint venturers or partners of the other party.
6. **Confidentiality.** Contractor and Customer shall treat as confidential property and not disclose to others during or subsequent to the term of this Agreement, except as required by law or as is necessary to perform this Agreement (and then only on a confidential basis satisfactory to both parties), any information (including any technical information, experience or data) regarding either party’s plans, programs, plants, processes, products, costs, equipment, operations, chemical constituents or customers which may come within the knowledge of the parties, their officers or their employees in the performance of this Agreement (“Confidential Information”), without in each instance securing the prior written consent of the other party. Contractor, upon Customer’s request, shall have its employees, agents, and subcontractors sign reasonable and customary confidentiality agreements furnished by Customer. **Exceptions.** Nothing above, however, shall prevent either party from disclosing to others or using in any manner Confidential Information which the disclosing party can show: (i) had, at the time of such disclosure or use, been published and become part of the public domain (other than by acts, omissions or fault of the disclosing party or their employees); (ii) had, at the time of such disclosure or use, been furnished or made known to the disclosing party by third parties (other than those acting directly or indirectly for or on behalf of the disclosing party) as a matter of legal right without restrictions on its disclosure; (iii) was in the disclosing party’s possession prior to the disclosure of the Confidential Information by one party to the other; or (iv) was developed independently by the receiving party without use of Confidential Information of the other party. Nothing herein shall limit the Customer’s ability to comply with the Public Information Act or the interpretation of Texas Attorney General opinions construing the same.

By signing in the space indicated below, Customer agrees to all terms and conditions of this Agreement, including those terms and conditions on the attached Environmental Services Addendum.

Between Stericycle Environmental Solutions, Inc.

 Name: Melinda Rath
 Title: Vice President of Sales
 Date: February 22, 2016

And: City of Killeen

 Name: Glenn Morrison
 Title: City Manager
 Date: March 1, 2016

7. **Warranties, Representations, and Standard of Care.** Contractor warrants and represents that (i) it possesses the business, professional, and technical expertise to perform the Services, (ii) it possesses the equipment, facilities, and employees to perform the Services, (iii) it shall perform the Services, within the limits prescribed by Customer, in a safe and workmanlike manner consistent with the care and skill ordinarily exercised for such services by other companies providing similar services under similar circumstances and conditions at the same time and in the same locality, (iv) it shall perform the Services in material compliance with all valid and applicable laws and regulations, and (v) its facilities have been issued, as of the date of this Agreement, all material permits, licenses, certificates, or approvals required by applicable statutes, ordinances, orders, rules and regulations necessary to perform the Services (hereinafter the "Standard of Care"). CONTRACTOR MAKES NO OTHER WARRANTIES OF ANY KIND, WHETHER WRITTEN, ORAL, EXPRESS, STATUTORY, OR IMPLIED (WHETHER ARISING UNDER LAW OR EQUITY OR CUSTOM OF USAGE), INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE.
8. **Insurance.** Contractor agrees to furnish to Customer insurance certificates upon request. In no event shall Contractor's liability under this Agreement, including the indemnity obligations contained herein, exceed the amount of Contractor's insurance.
9. **Delays.** In the event that Contractor's Services are interrupted due to causes outside of its control (except for Force Majeure), Contractor shall be compensated for the labor, equipment, and other costs (in accordance with Contractor's current Schedule of Fees) associated with maintaining the availability of its work force and equipment during the interruption or any other delay charges reasonably incurred by Contractor.
10. **Force Majeure.** Except for the obligation to pay for Services, any delay or failure of either party to perform its obligations hereunder shall be excused if, and to the extent, caused by acts of God, action of a governmental authority (including, but not limited to, revocation of permits and changes in applicable laws, regulations, rules or administrative practices of any governmental authority), fire, flood, windstorm, explosion, riot, war, sabotage, labor problems (including lockouts, strikes and slowdowns), court injunction or order or other such causes that are beyond the reasonable control of the affected party and without its fault or negligence; provided, that prompt notice of such delay shall be given by the affected party to the other party. Each of the parties hereto shall be diligent in attempting to remove such cause or causes but shall not be under any obligation to settle strikes by its employees.
11. **Termination.** (a) Either party may terminate this Agreement or any Services under this Agreement upon five (5) days prior written notice if the other party has breached any material provision of this Agreement, including non-payment and/or partial payment of invoices. The notice of termination shall specify the date when this Agreement or Services terminates and the reasons for termination. (b) If this Agreement is terminated under this paragraph, Customer shall pay Contractor for the Services performed by Contractor up to the date of the termination of this Agreement or of any Services performed hereunder plus reasonable costs incurred by Contractor in terminating this Agreement or such Services, including but not limited to demobilization expenses.
12. **Termination for Governmental Non-Appropriations**

A contract is a commitment of the City's current revenues only.

- (a) City represents and warrants: that it has appropriated and budgeted the necessary fund to make all payments required pursuant to such contract for the remainder of the fiscal year in which the payment term commences; and that it currently intends to make payments for the full term as scheduled in the applicable payment schedule if funds are appropriated for the payment in each succeeding fiscal year by its governing body. Without contractually committing itself to do so, City reasonably believes that monies in an amount sufficient to make all payments can and will lawfully be appropriated; therefore, City agrees to budget requests to include the payments payable during each fiscal year in the budget requests presented to City's governing body for each fiscal year; provided, that City's governing body retains authority to approve or reject any such budget request. All payments shall be payable out of the general funds of City or out of other funds legally appropriated therefore. Contractor agrees that this contract will not be a general obligation of City and this contract shall not constitute a pledge of either the full faith and credit of City or the taxing power of City.
- (b) If City's governing body fails to appropriate sufficient funds in any fiscal year for payments due under this contract and if other funds are not legally appropriated for such payment, then a non-appropriation event shall be deemed to have occurred. If a non-appropriation event occurs, then: (1) City shall give Contractor immediate notice of such non-appropriation event and provide written evidence of such failure by City's governing body; (2) on the return date, City shall return to Contractor all of the equipment covered by the affected contract, at City's sole expense; (3) the contract shall terminate on the return date without penalty to City; (4) return date means the last day of the fiscal year for which appropriations were made for the payments due under the contract.
13. **Waiver.** Any failure by either party to enforce any of the terms or conditions of this Agreement shall not constitute a waiver of such terms or conditions and shall not affect or impair such terms or conditions in any way or the right of either party at any time to avail itself of such remedies as it may have for any default in the performance of such terms or conditions.
14. **Disputes.** Each party shall bear its own costs, including its own attorneys' and/or expert fees and costs. The cost of any mediation (or, if applicable, arbitration) service shall be borne equally by both parties unless otherwise agreed by the parties. If legal action is brought in connection with any dispute arising out of this Agreement, the prevailing party shall be entitled to its reasonable attorneys' fees (whether in-house or outside counsel is used), court costs, collection agency fees, and all other reasonable costs incurred in connection with the legal action.
15. **Miscellaneous.** (a) Customer represents that Customer is contractually free to enter into this Agreement and to perform hereunder and shall indemnify and defend, to the extent allowed by law, Contractor against all allegations brought against Contractor if Customer's representation is not correct. (b) Except where otherwise expressly authorized, notice shall be by facsimile, by first class certified or registered mail, or by commercial delivery service issuing a receipt for delivery and addressed as set forth on the signature page, unless changed in writing by the party to whom the notice is being sent. Notice shall be effective upon delivery, except that notice via facsimile shall be effective upon the next business day after receipt, provided that a confirming copy of the notice is also mailed via first class mail to the applicable address. (c) Neither party shall assign its rights or obligations under this Agreement without prior written consent of the other party; provided however, that such consent shall not be unreasonably withheld. Notwithstanding, Contractor may assign its rights or obligations under this Agreement to its parent, corporate affiliates, or subsidiaries without the consent of Customer. Additionally, Contractor may subcontract, orally or in writing, for performance of some or all of the Services with any of its corporate affiliates, parent or subsidiaries without the consent of Customer. If Customer transfers a material part of its assets and/or its operations at any facility or its stock to a third party, Customer shall require the third party to accept an assignment of this Agreement, as it relates to any applicable Facility, in form and content acceptable to Contractor. (d) This Agreement shall be construed in all respects in accordance with laws of the state in which the Services were provided and venue shall be proper in Bell County, Texas. (e) Paragraph headings are for the convenience of the parties only and are not to be construed as part of this Agreement. Capitalized terms in this Agreement, including Attachments, shall carry their meanings throughout as defined in this Agreement. All references to this Agreement shall include all Attachments hereto as amended and supplemented from time to time. (f) This Agreement shall apply to, inure to the benefit of, and be binding upon Contractor and Customer and their respective permitted successors and assigns. (g) This Agreement (including all Attachments, Work Plans, Work Order Authorizations, Online Terms and Conditions, or other documents incorporated into this Agreement) is the entire Agreement and understanding of Contractor and Customer regarding the Services. This Agreement supersedes any and all prior or contemporaneous contracts, agreements, purchase orders, representations, terms and conditions, whether oral or written relating to the Services. All previous representations relating to this Agreement or the Services, whether written or oral, are void. No terms, conditions, prior course of dealings, course of performance, usage of trade, understandings, purchase orders, or agreements purporting to modify, vary, supplement or explain any provision of this Agreement shall be effective unless in writing and signed by authorized representatives of each party. In no event shall the pre-printed terms or conditions in any Customer Work Order Authorization or similar document be considered an amendment or modification whether such terms conflict or not, with this Agreement, even if such documents are signed by representative of both parties. Except where this Agreement expressly provides for modification by one party, no modification of this Agreement shall be binding on either party unless it is specifically negotiated, in writing and signed by an authorized representative of each party. If any provision of this Agreement is prohibited by or invalid under any applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or any other provision of this Agreement.

Environmental Services Addendum
(Waste Management Services)

Addendum to 2016 Service Agreement, City of Killeen

1. Insurance: CONTRACTOR shall procure and maintain, at its expense, during the term of this agreement, at least the following insurance coverages:

General Liability \$1,000,000
General Liability Aggregate \$2,000,000
Automobile Liability (combined single limit \$5,000,000
Worker's Compensation \$1,000,000
Excess Liability \$5,000,000
Pollution Liability \$10,000,000

The City of Killeen shall be named as an additional insured on the Certificate of Insurance. A Certificate of Insurance will be issued after full execution of the service agreement.

2. CONTRACTOR shall be the Generator for all waste accepted at the City of Killeen household hazardous waste (HHW) collection events performed during the term of this contract.

3. Conditionally Exempt Small Quantity Generator Services

CESQG's are entities that 1) generate no more than 220 lbs. per month of hazardous waste and no more than 2.2 lbs. per month of acutely hazardous waste. Conditionally exempt means an entity that generates the waste is exempt from hazardous waste management regulations if they comply with four basic requirements:

- 1) Generator of waste has identified the waste material by waste classification, shipping records, and quantities of hazardous waste on a monthly basis;
- 2) Does not ever store more than 2,200 lbs. of hazardous on their property at any time;
- 3) Sends the waste material to an approved waste disposal facility;
- 4) Maintains records for the waste material to prove the generator of the waste material is a CESQG.

CESQG's are not required to obtain a Texas solid-waste registration number or an EPA identification number if they meet the above requirements. Industrial entities that generate more than 220 lbs. of Class 1 industrial waste per month are required to obtain a Texas solid-waste registration number.

To conduct a CESQG collection event in conjunction with the Killeen HHW program, the following process will apply:

- 1) The event will be scheduled separately from the scheduled HHW collection event. The CESQG event shall be scheduled to occur the day before the HHW scheduled collection event date to minimize mobilization costs. Stericycle will develop a separate operations plan for the CESQG collection and submit any required notifications to TCEQ or other regulatory agencies as may be required.
- 2) The CITY OF KILLEEN should notify potential CESQG event participants separately from any HHW event advertisements/notifications to prevent homeowners from bringing residential HHW to the event and to prevent CESQG participants from bringing their business waste to the HHW collection event.
- 3) Scheduling participation at the CESQG event shall be by appointment through a pre-registration process with Stericycle. The CITY OF KILLEEN can provide interested generators with the registration information. The registration process will include the name of the generator, identification of the waste material by proper shipping

documents, label, or MSDS, and quantity of waste material, so a waste profile can be created prior to the CESQG collection event. CESQG event participation will be limited to participants who are CESQG's.

- 4) The CESQG registrant will bring the waste material to the designated collection site on the specified date and during the specified hours of the CESQG collection event. Stericycle can provide waste transporting information to the participant to help them understand how to transport the waste material safely and in accordance with any applicable regulations. NO HHW will be accepted during the CESQG event and no CESQG waste will be accepted during the HHW event on the following day.
- 5) CESQG event participants will be required to bring proper documentation as outlined above that validates the generator requirements/qualifications of a Conditionally Exempt Small Quantity Generator.
- 6) The waste material that is collected during the event will be manifested and packaged separately from any HHW waste that is collected. If required due to the type and amount of waste collected, the CESQG manifested waste will be transported from the collection site to the Chemical Reclamation Services TSDF after the conclusion of the CESQG event.
- 7) Pricing for CESQG collection activities will be the pricing included in the attached pricing sheet submitted with the proposal response for RFP16-08 ("Exhibit A").

14. ATTACHMENT B – COST PROPOSAL & DISPOSAL METHOD

Attachment B: Cost Proposal and Disposal Method

NOTE: For all categories, please list actual price; do not list as "No Charge" or "Included with Disposal Costs".

Mobilization, Demobilization, and On-Site Equipment

On-site labor (per hour)	\$	35
Chemists	\$	45
Technicians	\$	35
Other	\$	

Transportation

Incineration

55 gallon drum	\$	25
30 gallon drum	\$	25
16 gallon drum	\$	20
5 gallon drum	\$	10
Cubic yard boxes	\$	75
Other	\$	NA

Landfill

55 gallon drum	\$	25
30 gallon drum	\$	25
16 gallon drum	\$	20
5 gallon drum	\$	20
Cubic yard boxes	\$	75
Other	\$	NA

Neutralization

55 gallon drum	\$	25
30 gallon drum	\$	25
16 gallon drum	\$	20
5 gallon drum	\$	10
Cubic yard boxes	\$	75
Other	\$	NA

Recyclable Materials

55 gallon drum	\$	25
30 gallon drum	\$	25
16 gallon drum	\$	20
5 gallon drum	\$	10
Cubic yard boxes	\$	75
Other	\$	720.39 per CuYd paint rolloff

Others, if needed \$ NA

Supplies (per unit cost)

<u>Drums</u>	<u>New</u>	<u>Reconditioned</u>
85 gallon drum	\$ 180	\$ 140
55 gallon drum	\$ 65	\$ 40



30 gallon drum	\$ 45	\$ 35
14 gallon drum	\$ 35	\$ 25
5 gallon pail	\$ 15	\$ NA
5 gallon drum	\$ 15	\$ NA
<u>Cubic yard boxes</u>	\$ 50	
<u>Absorbents</u>		
Corn cob	\$ NA	
Bentonite	\$ 20	
Cellulose	\$ NA	
<u>Plastic sheets (per roll)</u>	\$ 75	
<u>Tents (per unit/per day)</u>	\$ -0- provided by Stericycle	
<u>Forklifts (per day)</u>	\$ 300	
<u>Pallets (per unit)</u>	\$ 12	
<u>Pallet jacks (per unit)</u>	\$ -0-	
<u>Oil Dry</u>	\$ 17	
<u>Saw Dust</u>	\$ NA	
<u>Containers for non-hazardous waste disposal (per unit)</u>	\$ 400	
<u>Containers for non-hazardous waste recycled (per unit)</u>	\$ 400	
<u>Signage</u>	\$ -0- provided by SES	
<u>Traffic control devices and safety cones</u>	\$ -0- provided by SES	
<u>First aid supplies</u>	\$ -0- provided by SES	
<u>Portable restroom facilities (per unit)</u>	\$ 150	
<u>Analysis (as needed)</u>		
Unknown lab pack Fingerprint Test	\$ -0-	
Full analysis for incineration	\$ Cost + 15%	
TCLP test for landfill	\$ Cost + 15%	
List Manpower quantity and price:		
Project Manager	\$ 45	
Chemists	\$ 45	
Technicians	\$ 35	



Technical Assistants \$ 35
 Mobilization fee \$ 2,550

Disposal – All waste will be weighed prior to packaging and the resultant weight will be considered the “net weight”. Each waste type has at least one disposal option listed. Where disposal options exist, the subcontractor will select the option to be utilized prior to collection. Unless otherwise indicated, list the price per net pound for each waste type.

DISPOSAL COST OPTIONS

WASTE CATEGORY	WASTE MGMT METHOD	WASTE HANDLING METHOD	COST PER POUND
FLAMMABLES	----	----	----
Flammable Liquids	FB	LO	\$.66
Bulked Flammable liquids *	FB	BU	\$1.20/g
Flammable solids	FB	LO	\$1.05
Oil based paint	FB	GB	\$.50
Reactive	IN	LB	\$5.20
POISONS (excluding aerosols)	----	----	----
Pesticides	IN	LO	\$1.00
Others			
CORROSIVES	----	----	----
Inorganic Acids	NE	LO	\$1.75
Organic Acids	IN	LO	\$1.90
Inorganic Bases	NE	LO	\$1.00
Organic Bases	IN	LO	\$1.90
OXIDIZERS	----	----	----
Neutral Oxidizers	NE	LO	\$1.33
Organic peroxides	IN	LB	\$5.20
Oxidizing Acids	NE	LO	\$2.10
Oxidizing Bases	NE	LO	\$2.10
Solid Oxidizers	NE	LO	\$1.33
Others			
AEROSOLS	----	----	----
Corrosive Aerosols	IN	GB	\$1.10
Flammable Aerosols	FB	GB	\$1.10
Poisonous Aerosols	IN	GB	\$1.10
Aerosol Cans	IN	GB	\$1.10
Latex paint	RC	GB	\$.30
Antifreeze *	RC	BU	\$1.00/g, \$.10/lb.



WASTE CATAGORY	WASTE MGMT METHOD	WASTE HANDLING METHOD	COST PER POUND
Alkaline Batteries	RC	LO	\$.93, min. \$25
Lead-acid Batteries	RC	LO	\$.15, min. \$10
Lithium Batteries	RC	LO	\$5.20, min. \$50
Ni-Cad Batteries	RC	LO	\$.90, min. \$25
Mercury	RC	LB	\$6.20
Dicloropropionailide	IN	LB	\$1.10
Monoclorodifloromethane	IN	LO	\$1.00
Gasoline & water *	FB	BU	\$.12, \$1.20/g
Diesel fuel *	FB	BU	\$.12, \$1.20/g
Automotive oil *		BU	\$.12, \$1.20/g
Helium cylinder **	RC	LO	\$1.00, min. \$50
Propane cylinder **	RC	LO	\$1.50, min. \$15
Fire extinguisher **	RC	LO	\$1.50, min. \$15
Freon	RC	LO	\$1.00, min. \$50
Florescent lamps **	RC	LO	\$.80, min. \$15
Non-hazardous Misc.			

** Price per unit

Waste Management Method

- RC - Recycling
- FB - Fuel blending
- NE - Neutralization
- IN - Incineration
- LF - Landfill

Waste Handling Method

- LP - Lab pack
- BU - Bulk
- GB - Gaylord box
- LO - Loose pack

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

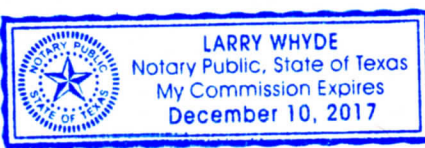
Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.	OFFICE USE ONLY CERTIFICATION OF FILING
1 Name of business entity filing form, and the city, state and country of the business entity's place of business. Stericycle Environmental Solutions Houston, TX United States	Certificate Number: 2016-9305
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed. City of Killeen	Date Filed: 02/04/2016 Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.
 16-08
 hazardous waste disposal

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

5 Check only if there is NO Interested Party.

6 AFFIDAVIT I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



Melinda Rath

 Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Melinda Rath, this the 4 day of February, 2016, to certify which, witness my hand and seal of office.

[Signature] _____ Larry Whyde Director of Bids & Proposals
 Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath



City of Killeen

Legislation Details

File #: RS-16-029 **Version:** 1 **Name:** US 190/FM 2410/Rosewood Dr Change Order #53
Type: Resolution **Status:** Resolutions
File created: 2/25/2016 **In control:** City Council
On agenda: 3/22/2016 **Final action:**
Title: Consider a memorandum/resolution authorizing Change Order No. 53 with James Construction Group, LLC to the US 190/FM 2410/Rosewood Drive project.
Sponsors: Public Works Department, Transportation Division
Indexes: US190-Rosewood-FM2410
Code sections:
Attachments: [Council Memorandum](#)
[Change Order](#)
[Certificate of Interested Parties](#)

Date	Ver.	Action By	Action	Result
3/15/2016	1	City Council Workshop		

CITY COUNCIL MEMORANDUM

AGENDA ITEM

AUTHORIZE CHANGE ORDER NO. 53 TO THE US 190/FM 2410/ROSEWOOD DRIVE PASS-THROUGH FINANCING CONTRACT WITH JAMES CONSTRUCTION GROUP, LLC.

ORIGINATING DEPARTMENT DIVISION

PUBLIC WORKS - TRANSPORTATION

BACKGROUND INFORMATION

On January 8, 2013 (CCM/R 13-001R), the City Council awarded a construction contract to James Construction Group, LLC for the Pass Through Financing (PTF) Project, US 190/FM 2410/Rosewood Drive. This project includes the construction of an overpass at the intersection of US 190 and Rosewood Drive, the widening of FM 2410, and the construction of Rosewood Drive from US 190 to Fawn Drive.

DISCUSSION/CONCLUSION

Change Order No. 53 is necessary to compensate the contractor for various east bound main lane roadway repairs. Although the contractor is generally responsible for routine maintenance of the roadway, the extent of the repairs over the course of the project exceeds routine maintenance as contemplated by the contract.

After evaluation of the contractors' bid documents, investigation of the roadway failures, and ongoing discussions with the contractor and Texas Department of Transportation staff, City staff concurs that a portion of the detour repairs are beyond routine maintenance contemplated by the contract. The total cost of the east bound main lane repairs to date is \$151,580.94. Based on all factors, reasonable compensation to the contractor totals 60%, or \$90,948.56, to offset the contractor's total incurred cost for the repairs.

FISCAL IMPACT

Change Order No. 53 will increase the expenditure for the Project in the Pass-Thru Finance US 190/FM 2410/Rosewood Drive, General Obligation Bonds, US 190/FM 2410/Rosewood Drive Account #341-3490-800.58-23. The total cost of the change is a net increase of \$90,948.56 for an updated total contract price of \$22,568,813.61; or a cumulative 2.81% increase to the contract.

RECOMMENDATION

City staff recommends that the City Council authorize Change Order No. 53 with James Construction Group, LLC increasing the cost of the contract by \$90,948.56 and further authorize the City Manager to execute the same.

CHANGE ORDER

No. 53

DATE OF ISSUANCE 9/8/2015

EFFECTIVE DATE _____

OWNER: City Of Killeen
CONTRACTOR: James Construction Group, LLC.
Contract: Bid No. 13-06
TxDOT Project: PTF 1102 (054) ~ US 190 @ Rosewood Drive
TxDOT Control No.: 0231-03-129
ENGINEER's Contract No. _____
ENGINEER: _____

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

Description: EB Main lane roadway repairs Item: 9046-001

Reason for Change Order:

Attachments: Change Order Pricing Estimate for proposed work.

CHANGE IN CONTRACT PRICE:
Original Contract Price \$ <u>21,952,775.21</u>
Net Increase (Decrease) from previous Change Orders No. <u>1</u> to <u>52</u> : \$ <u>525,089.84</u>
Contract Price prior to this Change Order: \$ <u>22,477,865.05</u>
Net increase (decrease) of this Change Order: \$ <u>90,948.56</u>
Contract Price with all approved Change Orders: \$ <u>22,568,813.61</u>

CHANGE IN CONTRACT TIMES:
Original Contract Times: Substantial Completion: _____ Ready for final payment: _____ (days or dates)
Net change from previous Change Orders No. <u> </u> to No. <u> </u> : Substantial Completion: _____ Ready for final payment: _____ (days)
Contract Times prior to this Change Order: Substantial Completion: _____ Ready for final payment: _____ (days or dates)
Net increase (decrease) this Change Order: Substantial Completion: _____ Ready for final payment: _____ (days)
Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for final payment: _____ (days or dates)

RECOMMENDED:

APPROVED:

ACCEPTED:

By: _____
ENGINEER (Authorized Signature)

By: _____
OWNER (Authorized Signature)

By: _____
CONTRACTOR (Authorized Signature)

Date: _____

Date: _____

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

4/23/2015

JCG Letter# 10503-0090

William Swearingen
City of Killeen
3201-A S.WS Young Drive
Killeen, Texas 76542

US190 ROSEWOOD - KILLEEN
Job #: 136283
Control#: 0231-03-129
RE: EBML ROADWAY REPAIRS DECEMBER 2014 - MARCH 2015

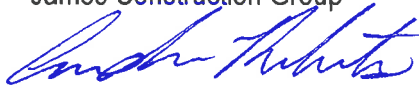
Dear Mr. Swearingen:

James Construction Group requests a change order in the amount of \$151,580.94 for various existing and detour roadway repairs performed to the US 190 Eastbound mainlanes December 2014 through March 2015. The total cost is summarized below and detailed in the attached documents.

December '14	\$ 7,645.51
January '15	\$ 77,368.93
February '15	\$ 20,133.51
March '15	\$ 46,432.99
<u>Total</u>	<u>\$ 151,580.94</u>

Please review the attached justification of costs and initiate the requested change order at your earliest opportunity.

Sincerely,
James Construction Group



Andrew Roberts
Project Engineer

CC: Ben Arnold
Leah Garrett
George Lueck
Loma Etuati
Amy McGough

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

**OFFICE USE ONLY
 CERTIFICATION OF FILING**

Certificate Number:
 2016-19479

Date Filed:
 02/29/2016

Date Acknowledged:

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

James Construction Group, LLC
 Belton, TX United States

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

City of Killeen

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

13-06
 Highway Construction

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Milliet, Matthew	Belton, TX United States	X	

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 and correct.



[Handwritten Signature]
 Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Matthew C. Milliet, this the 29th day of February, 2016, to certify which, witness my hand and seal of office.

[Handwritten Signature]
 Signature of officer administering oath

Angela N. Evans
 Printed name of officer administering oath

Notary Public
 Title of officer administering oath



City of Killeen

Legislation Details

File #: RS-16-030 **Version:** 1 **Name:** Unleaded Gasoline Contract
Type: Resolution **Status:** Resolutions
File created: 2/16/2016 **In control:** City Council
On agenda: 3/22/2016 **Final action:**
Title: Consider a memorandum/resolution awarding Bid No. 16-09 for the purchase of unleaded gasoline for delivery to Killeen-Fort Hood Regional Airport to Big Chief Distribution Co., Inc.
Sponsors: Aviation Department
Indexes:
Code sections:
Attachments: [Council Memorandum](#)
[Contract](#)
[Certificate of Interested Parties](#)

Date	Ver.	Action By	Action	Result
3/15/2016	1	City Council Workshop		

CITY COUNCIL MEMORANDUM

AGENDA ITEM

Contract Award for Bid 16-09, Gasoline Unleaded Fuel

ORIGINATING DEPARTMENT

Aviation

BACKGROUND INFORMATION

The Aviation Department stocks and resells unleaded gasoline to the tenant rental car companies at the Killeen-Fort Hood Regional Airport. The average monthly sales volume is approximately 4,500 gallons per month. Due to the nature of this fuel business and the fact that payment of all state and federal taxes are required, the airport bulk motor fuel supply was not included in the scope of services with the Texas Fleet Fuel contract that was approved by Council on August 27, 2013.

DISCUSSION/CONCLUSION

An invitation for bid was advertised in the Killeen Daily Herald on January 9 and January 16, 2016. It was also advertised on various procurement web sites with which the City is associated. The bid package was available for download on the City's website. Three (3) prospective vendors are known to have received the invitation for bid: Big Chief Distributing Co., Inc., Killeen, TX; Gold Star Petroleum, Inc., Spring, TX; and Sun Coast Resources, Inc., Houston, TX. On Tuesday, February 9, 2016, at 2:05 pm, bids were opened and read aloud for the procurement of the Aviation Department's annual requirement for unleaded motor fuel.

Three (3) bids were received from the following: Big Chief Distribution Co., Inc., Killeen, TX; Gold Star Petroleum, Inc., Spring, TX; and Sun Coast Resources, Inc., Houston, TX.

Bidder	Type	Rack Price	Profit	Tax	Total
Big Chief Dist. Co.	UL	\$ 0.9644	\$0.1100	\$ 0.384	\$1.4584
Gold Star Petroleum	UL	\$ 0.9644	\$0.2932	\$ 0.384	\$1.6416
Sun Coast Resources	UL	\$ 0.9644	\$0.63(500-1000 gal)	\$ 0.384	\$1.9784
Sun Coast Resources	UL	\$ 0.9644	\$0.39(1001-1500gal)	\$ 0.384	\$1.7384
Sun Coast Resources	UL	\$ 0.9644	\$0.25(1501-2300 gal)	\$ 0.384	\$1.5984

Wholesale fuel prices fluctuate daily due to a number of market factors. To establish a fair and standardized method to bid for fuel, all bidders were directed to bid based upon the Oil Price Information (OPIS) Gross unbranded rack average for the Waco, Texas, rack as of 10:00 AM on February 2, 2016, which was \$0.9644 per gallon (without tax). All fuel bid prices are indexed from that amount and include all state and federal taxes, plus the bidder's gross profit (or mark-up). That gross profit bid amount of the awarded bidder will then be used throughout the term of the contract to establish the price that the City will actually pay per gallon for the fuel

on any particular day (current day's OPIS Waco Unbranded Rack Average + \$0.384 state and federal tax + bidder's profit per gallon = total unit price per gallon). Regardless of the wholesale price change, the bidder's profit per gallon remains the same.

The term of the proposed contract for the bid is one year with an option for a one-year extension if mutually agreed to by both parties.

Staff has determined that the bid from Big Chief Distributing Co., Inc, is the lowest bid and it meets all the minimum requirements established in the specifications.

FISCAL IMPACT

Funds are available in the Aviation Department Cost of Goods - Motor Gas account #525-0505-521.50-19. The budgeted amount for FY 15-16 Cost of Goods - Motor Gas is \$110,000.

RECOMMENDATION

City Council approve the attached contract with Big Chief Dist. Co. Inc. to be effective April 1, 2016, and to authorize the City Manager to execute same.

CONTRACT FOR PURCHASE OF UNLEADED GASOLINE

This Contract is entered into effective as of the 1 day of April, 2016, by and between The City of Killeen ("Buyer") and Big Chief Dist. Co. Inc. ("Seller").

WHEREAS, The City of Killeen has solicited for bids for the purchase of unleaded gasoline for delivery to Killeen-Fort Hood Regional Airport (Bid No. 16-09);

AND, WHEREAS, Big Chief Dist. Co. Inc., submitted a responsive bid in response to said request for bids;

AND, WHEREAS, on _____, the City Council of the City of Killeen approved the award of a one year purchase contract to Big Chief Dist. Co. Inc. a February 2, 2016 indexed price of \$1.4584 per gallon;

NOW, THEREFORE, the parties state and agree as follows:

1. The full terms and specifications of the contract are as stated in the completed and signed bid submittal from Big Chief Dist. Co., Inc, dated February 9, 2016 (Exhibit A) and are incorporated herein.
2. This contract may be extended for a one (1) year period if agreed to by both parties. If neither party has notified the other party otherwise in writing between thirty (30) and sixty (60) days prior to the expiration of the initial term, it will be assumed that both parties agree to the extension, and the contract will automatically be so extended under the same terms.

SO AGREED:

City of Killeen

Big Chief Dist. Co. Inc.

By: _____

By:  _____

Glenn Morrison

John Gilmore

City Manager

President

Date: _____

Date: 2-16-16 _____

Original

Invitation for Bid

City of Killeen, Texas
Sealed bids will be received for:

Gasoline, Unleaded
Bid No. 16-09

**Sealed bids will be received until 2:00 p.m. on
February 9, 2016**


Return Bid to:

City of Killeen
Attn: Purchasing Division
207A W. Avenue D
Killeen, Texas 76541

Addendum

**CITY OF KILLEEN
BID # 16-09 GASOLINE, UNLEADED SERVICES
TABLE OF CONTENTS**

- I. NOTICE TO BIDDERS
- II. INFORMATION AND INSTRUCTION TO BIDDERS
- III. CITY OF KILLEEN TERMS AND CONDITIONS
- IV. CONFLICT OF INTEREST FORM
- V. ADDITIONAL QUESTIONS
- VI. REFERENCES
- VII. BID SPECIFICATIONS
- VIII. COPYRIGHTED MATERIAL
- IX. BIDDER'S CHECKLIST
- X. CONTRACT



Bidder's Initials
Page 2 of 21

I. NOTICE TO BIDDERS

BID NO. 16-09
GASOLINE, UNLEADED

CITY OF KILLEEN, TEXAS

Notice is hereby given that the City of Killeen will receive sealed bids for *Gasoline, Unleaded*, addressed to the City of Killeen, Attn: Purchasing Division, 207A W. Avenue D, Killeen, Texas 76541, until 2:00 p.m. on February 9, 2016, and at 2:15 p.m. the bids shall be publicly opened and read aloud in the Utility Collections Conference Room 210 W. Avenue C, Killeen, Texas 76541 (Enter conference room through parking lot on the west side of the building). Bid submissions shall be plainly marked with the name and address of the bidder and "BID NO. 16-09 Gasoline, Unleaded 2:00 p.m., February 9, 2016".

No pre-bid conference will be held. Bid questions will be accepted until 2:00 p.m. on February 2, 2016, and shall be addressed to rgraves-mills@killeentexas.gov with a copy to airport@killeentexas.gov.

Bidders may download the bid packet from the City's website at: <http://www.killeentexas.gov>. Click on "City Bids" under Quick Links, and also at <https://killeentx.ionwave.net/login.aspx> after registering to be a supplier to the City of Killeen.

The City of Killeen reserves the right to reject any or all bids and waive any irregularities.

CITY OF KILLEEN, TEXAS

Rosalind Graves-Mills, Senior Purchasing Specialist



Bidder's Initials

Page 3 of 21

II. INFORMATION AND INSTRUCTIONS TO BIDDERS

Preparation of Bids:

This is your notice that sealed bids, in triplicate, for Gasoline, Unleaded subject to the Terms & Conditions of this Invitation for Bids (General Terms and Conditions attached hereto) and such other contract provisions, specifications or other data as are attached to this Bid (known as the bid packet), will be received at the Purchasing Office, 207A W. Avenue D, Killeen, TX, 76541, until the hour of 2:00 p.m., February 9, 2016. At exactly 2:15 p.m., the bids will be opened and read aloud in the Utility Collections Conference Room. Any bid received after the closing time will be returned unopened. No late bids will be accepted. All bids shall be submitted as listed below. Complete bids received by electronic means or complete faxed bid responses will not be considered.

One (1) signed and initialed where indicated original copy in ink (not pencil) and two (2) copies of the entire bid packet shall be submitted at the above location prior to the bid deadline. Please indicate which copy is an original within your bid submission. All bidder markings on the bid packet shall be in a legible format in English. Any non-legible markings may make the bid non-responsive and disqualify your bid submission. All errors or changes in the bid shall be corrected by striking through the error or change once with ink. The bidder shall initial next to each correction made. All corrections shall be complete and final before submitting your bid by the stated deadline. Bidders shall submit at least three (3) businesses as references of the proposed item, with addresses, telephone numbers and contact persons.

The City of Killeen (or "City") reserves the right to reject any or all bids and evaluate any or all Gasoline, Unleaded bids prior to bid award. Bid documents must be complete and sealed in an envelope when received by the Purchasing Office. Bids must be plainly marked on the outside of the envelope as follows: Bid No. 16-09, Gasoline, Unleaded, 2:00 p.m., February 9, 2016. All bidder submissions shall also have the bidder's name with contact information marked on the outside of the envelope.

In the case of inclement weather or any other unforeseen event causing the City to close for business or delay opening, bids will be received and opened the following business day at the designated time stated herein. For example, if bids are due on Friday at 2:00 p.m. and the City is closed on Friday for bad weather or an unforeseen event, the bids will be accepted until Monday, 2:00 p.m. or if bids are due at 2:00 p.m. on Friday, but the City opened at 10:00 a.m. on Friday due to bad weather or an unforeseen event, then bids will be accepted until Monday, 2:00 p.m.

Any questions or requests for clarification must be submitted to the Purchasing Office, in writing, to rgraves-mills@killeentexas.gov with a copy to airport@killeentexas.gov prior to 2:00 p.m. on February 2, 2016. Please indicate "Bid 16-09 Questions" in the subject line of your email. There will be no exceptions. All responses to the questions will be sent to all known bidders who have expressed interest in this bid. Unauthorized contact regarding this Invitation to Bid with any City of Killeen employees or contractors may result in disqualification. Any oral communications will be considered unofficial and non-binding on the City of Killeen. Bidders should rely only on written statements issued by the individual named above.

Term:

Contract term shall be for a one year (1) period and may be extended for a one (1) year period(s) if so agreed to by both parties. If the City or bidder should decline any renewal period or after the exhaustion of the entire contract term, the City may request up to an additional sixty (60) days past any contract term to advertise and award a new bid for such items without any pricing adjustments.

Pricing & Term Renewals:

Pricing shall remain firm during the initial term of the contract. If the bid is renewed for additional period(s), additional purchases may be made during the subsequent periods. At the time of contract renewal, price increases will be considered by the City only as a result of a tax increase. The amount bid for profit must be a firm fixed unit amount per gallon during the contract; the profit shall be set to four (4) decimal places, and shall be identified in the vendor's bid. This per gallon profit shall include any and all costs involved with the supply and delivery of gasoline to the Airport to include any applicable Taxes and the Petroleum Product Delivery Fee. This amount per gallon must be entered in on the bid sheet.



Bidders Initials

SAMPLE VENDOR PRICING:

**GASOLINE, UNLEADED, 87 OCTANE, WITH A MAXIMUM 10% ETHANOL
TRANSPORT TRUCK DELIVERY (TTD)**

(A)		(B)		(C)		(D)
OPIS \$/ GALLON As of 10/17/2013		Tax / per gallon		PROFIT PER GALLON		TOTAL UNIT PRICE PER GALLON
\$2.6104	+	\$.200 (St. Tax) \$.184 (Fed. Gas Tax) \$.384 Total Tax	+	\$.0550	=	\$3.0494

6.2 Sample OPIS Report

Sample of OPIS Report for Waco, Texas as of 10/17/2013

WACO, TX

2013-10-17 10:00:30 EDT

OPIS CONTRACT BENCHMARK FILE

OPIS GROSS CBOB ETHANOL(10%) PRICES

9.0 RVP

	Terms	Unl	Move	Mid	Move	Pre	Move	Move	Date	Time
Shell	u N-10	259.00	+ 1.60	271.00	+ 1.60	-- --	-- --	10/16	18:00	
FlntHlsRs	u N-10	259.15	+ 2.00	270.03	+ 2.00	291.15	+ 2.00	10/16	18:00	
Global	u 1-10	262.76	+ 2.05	267.23	+ 1.91	280.08	+ 1.65	10/17	00:01	
Delek	u N-10	263.25	+ 2.40	-- --	-- --	293.25	+ 2.40	10/16	18:00	
PSX	b 1-10	265.00	+ .80	273.59	+ .80	295.30	+ .80	10/16	18:00	
Alon	b 1-10	265.30	+ 1.20	-- --	-- --	-- --	-- --	10/16	18:00	
XOM	b 1-10	265.55	+ 1.20	275.05	+ 1.20	296.55	+ 1.20	10/16	19:00	
Valero	b 1-10	265.70	+ 2.35	274.70	+ 2.35	294.70	+ 2.35	10/16	18:00	
Valero DS	b 1-10	265.70	+ 2.35	274.70	+ 2.35	294.70	+ 2.35	10/16	18:00	
Chevron	b 1t45c	265.90	+ 2.40	275.20	+ 2.40	296.90	+ 2.40	10/16	18:00	
Shell	b 1-10	265.94	+ 2.22	275.54	+ 2.23	-- --	-- --	10/16	18:00	
LOW RACK		259.00		267.23		280.08				
HIGH RACK		265.94		275.54		296.90				
RACK AVG		263.93		273.00		292.83				
BRD LOW RACK		265.00		273.59		294.70				
BRD HIGH RACK		265.94		275.54		296.90				
BRD RACK AVG		265.58		274.80		295.63				
UBD LOW RACK		259.00		267.23		280.08				
UBD HIGH RACK		263.25		271.00		293.25				
UBD RACK AVG		261.04		269.42		288.16				
CONT AVG-10/17		263.93		273.00		292.83				
CONT LOW-10/17		259.00		267.23		280.08				
CONT HIGH-10/17		265.94		275.54		296.90				

WACO, TX

LOW RETAIL	298.60
AVG RETAIL	306.23
LOW RETAIL EX-TAX	259.84
AVG RETAIL EX-TAX	267.47

For purposes of bid evaluation, prices quoted will be based upon the unbranded rack average for 87 octane unleaded gasoline indexed against the "Oil Price Information Service" (OPIS) Gross Report for Waco, Texas, Contract Benchmark 10:00 a.m. EST, as in effect on February 2, 2016. A sample of the OPIS rack pricing (of another date) is provided for reference and corresponds with the sample pricing above. All proposers must calculate the unbranded rack average price per gallon + taxes + their bid amount for profit per gallon, which will equate to the total unit price per gallon. A copy of the "Oil Price Information Service" (OPIS) Gross Report for Waco, Texas, Contract Benchmark 10:00 a.m. EST, as in effect on February 2, 2016 shall be included with your bid response to provide documentation of your offered pricing in this ITB.

Bidder's Initials

BID:

GASOLINE, UNLEADED, 87 OCTANE, WITH A MAXIMUM 10% ETHANOL

Delivery amounts between 500 and 2300 gallons.

(A)	(B)	(C)	(D)
OPIS \$/ GALLON As of	Tax / per gallon	PROFIT PER GALLON	TOTAL UNIT PRICE PER GALLON
2-2-16 1.9644	\$.200 (St. Tax) \$.184 (Fed. Gas Tax) \$.384 Total Tax	.1100	1.4584

Any price increase shall be passed onto the City at par without any additional profit, markup or overhead. Any price increase shall be requested by the successful bidder, in writing, and accompanied with the appropriate documentation to justify the increase, prior to sixty (60) days of any renewal term. The successful bidder may offer price decreases of any type at any time.

Any request in price change with supporting documentation shall be sent to the following address only:

City of Killeen
Attn: Purchasing Division
207A W. Avenue D
Killeen, TX 76541

On the outside of the envelope please write "Price Change Notification Bid 16-09"

Response, Property of the City of Killeen:

All materials submitted in response to this request become the property of the City of Killeen. Selection or rejection of a response does not affect this right.

No Obligation to Buy:

The City of Killeen reserves the right to refrain from contracting with any bidder. The release of this Invitation for Bids does not compel the City of Killeen to purchase.

Cost of Preparing Bids:

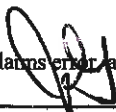
The City of Killeen is not liable for any costs incurred by bidders in the preparation and presentation of bids and demonstrations submitted in response to this Invitation to Bid.

Withdrawal of Bid: A bidder may withdraw a bid that has been submitted at any time up to the bid opening due date and time. To accomplish this, a written request signed by an authorized representative of the bidder shall be submitted to igraves-mills@killeentexas.gov. Once the bids are opened, all bids shall be valid for a period of ninety (90) days after the bid opening.

Bidding Error:

The City of Killeen will not be liable for any errors in any bidder's bid. Bidders will not be allowed to alter bids after the deadline for the submission of bids.

When, after the opening and tabulation of bids, a bidder claims error and requests to be relieved of award, it will be required to


Bidder's Initials
Page 6 of 21



OPIS Contract | Gross | UnBranded

WACO, TX

Prices for: 2/2/2016

Product	Average	Low	High
WACO, TX			
GAS			
MID W/10% ETH	1.1026	1.1005	1.1047
PRM 93 W/10%ETH	1.3693	1.3315	1.4070
PRM 93 RFG 10%ET	1.4147	1.4147	1.4147
QCBOB MID E10 9	1.1026	1.1005	1.1047
QCBOB PRM E10 9	1.3693	1.3315	1.4070
QCBOB REG E10 9	0.9644	0.9547	0.9815
UNL W/10% ETH	0.9644	0.9547	0.9815
DIESEL			
TXLED ULSD CLR	1.0643	1.0553	1.0775
ULSD DYE LED	1.0683	1.0603	1.0810

promptly present corrected data in writing signed by an authority figure with the company. **This written response shall be received by the Purchasing Division within two (2) business days after the stated bid open time and date.** The Purchasing Division will review the data and if the City is convinced, by clear and convincing evidence, that an honest, mathematically excusable error or critical omission of costs has been made, and said error is legally excusable, the bidder may be relieved of its bid. **The City will make a determination within ten (10) business days of receipt of the written response and notify the bidder of the outcome.**

Single Bid Response:

A single response to this Invitation for Bids may be deemed a failure of competition and in the best interest of the City of Killeen, the response received may be rejected.

Award of Bid:

The City will award the bid in a manner described in section 10 of the General Terms and Conditions. Each bidder will be ranked in accordance with best value procedures. A purchase contract will be issued to the lowest qualified bidder, that meets the minimum specifications and the evaluation criteria. **The anticipated date of the notice of award is March 8, 2016.**

Estimated Quantities:

Quantities listed are estimates and the City may increase or decrease the number of items needed. These estimated quantities shall not be construed as a minimum or a maximum quantity that the City of Killeen may need.

Minimum Qualifications:

Vendors must have a minimum of two years of continuous operation in providing Gasoline, Unleaded Services:

Has the company operated in this capacity for at least 2 years without interruption? Yes: No:

Indicate the company's first year of business operation: 1945

Payment:

The City shall be billed only for the items awarded in this bid. The City of Killeen is sales tax exempt. The bidder shall have the capability to invoice accurately, making any corrections on the original invoice. Invoices shall be correct when received with the prices shown within your bid submission.

If a discrepancy is found on any invoice, the Aviation department will phone your customer service point of contact for correction. Payment of a corrected invoice will be made in thirty (30) days once the corrected invoice has been received. Unless the bidder has provided discount payment terms such as 2% 15 net 30 days, no down payment or advance payment of any kind shall be made. In no circumstances should any invoice dispute last longer than thirty (30) days.


All invoices shall be submitted to the Killeen Fort-Hood Regional Airport, 8101 S. Clear Creek Rd, Box C, Killeen TX 76549.

<p>PAYMENT TERMS: Specify other payment options:</p> <p><input checked="" type="checkbox"/> Check box if you offer a prompt payment discount: % <u>0</u>. Specify terms: <u>Net 30</u></p> <p><input type="checkbox"/> Check box if you accept MasterCard for payment (City of Killeen Procurement Card or P-Card).</p> <p><input type="checkbox"/> Check here if the prompt payment discount applies to the MasterCard payment.</p>

Delivery Information:

Deliveries shall be made to the Killeen Fort-Hood Regional Airport; 8101 Clear Creek Rd. within 24 hrs. after calling in a fuel order. Delivery can be scheduled Monday through Friday between the hours of 7:00 a.m. and 4:00 p.m. The Aviation Department shall have the ability to schedule the best date and time of the week for their deliveries.

Point of contact to resolve issues (delivery or invoice):



Bidder's Initials
Page 7 of 21

NAME: Robin Carter
TITLE: Office Manager
ADDRESS: 114 E. Ave. D
Killeen TX 76541
EMAIL ADDRESS: bigchiefdist@emburgmail.com
PHONE: 254-634-5421
FAX: 254-634-6393

Copyright Materials:

Materials listed in your bid submission that are copyrighted shall be listed clearly under a copyrighted materials section within your bid submission (see page 19 for more information).

Non-Endorsement:

As a result of the selection of a bidder to supply products and/or services to the City of Killeen, the City of Killeen is neither endorsing nor suggesting that the bidder's product is the best or only solution. The bidder agrees to make no reference to the City of Killeen in any literature, promotional material, brochures, sales presentation or the like without the express written consent of the City of Killeen.


Organization of Your Bid Submission:

Your bid submission shall be organized in the format shown within this bid. Any exception(s) or additional information provided shall be referenced in your bid submission behind the bid packet.

Signature of Acceptance:

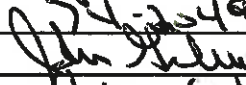
By the signature hereon affixed, the bidder hereby certifies that neither the bidder nor the entity represented by the bidder, or anyone acting for such entity has violated the antitrust laws of the State of Texas, codified in Section 15.01 et seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly, prior to the bid opening with any competitor or any other person engaged in such line of business.

Undersigned acknowledges that addenda 1 through 1 have been taken into account as part of this bid.



Bidder's Initials
Page 8 of 21

The bidder agrees to comply with all conditions within this invitation for bids:

Full Legal Name of Company	Big Chief Dist. Co. Inc.
Address	114 E. Ave. D
City, State, Zip	Killeen TX 76541
Phone Number	254-634-5421
Fax Number	254-634-6393
After Hours Phone Number	254- 634 392-5401
Email Address	bigchiefdist@embargo.com
Tax Identification Number	24-2549581
Signature of Authorized Agent	
Printed Name of Authorized Agent	John Gilmore
Title	Pres.
Date	2-8-16

***PLEASE ATTACH A COPY OF YOUR W-9 FORM FILLED OUT**

W-9 Forms are available online at: <http://www.irs.gov/pub/irs-pdf/fw9.pdf>

Vendor Name:	Big Chief Dist. Co. Inc.
1099 Name:	
Tax ID#:	24-2549581
List the type of product or service:	fuel

Remit to address (if different from above):

Address #1	Po. Box 85
Address #2	
City/State/Zip	Killeen TX 76540
Phone#:	254-634-5421
Fax Number:	254-634-6393
Contact Person:	John Gilmore



Bidder's Initials

Request for Taxpayer Identification Number and Certification

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

Print or type
 See Specific Instructions on page 2.

Name (as shown on your income tax return) Big Chief Dist. Co. Inc.	
Business name/disregarded entity name, if different from above	
Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	
<input type="checkbox"/> Exempt payee	
Address (number, street, and apt. or suite no.) 114 E. Ave. D	Requester's name and address (optional)
City, state, and ZIP code Killeen, TX 76541	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number	
[] [] [] - [] [] - [] [] [] []	
Employer identification number	
7 4 - 2 0 4 9 5 8 1	

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶ 2-9-16
------------------	----------------------------	----------------------

General Instructions

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

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

III. GENERAL TERMS AND CONDITIONS

CITY OF KILLEEN

1. General Conditions

Bidders are required to submit their Bid upon the following express conditions:

- (a) Bidders shall make all investigation necessary to thoroughly inform themselves regarding plant and facilities for delivery of fuel and equipment as required by the Bid conditions. No plea of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the bidder.
- (b) Unless specifically stated otherwise in the specifications, only new products or equipment will be acceptable.

2. Preparation of Bid

Bid will be prepared in accordance with the following:

- (a) All information required by the Bid shall be furnished. The bidder shall print or type his/her name and manually sign the Bid and each continuation sheet on which an entry is made.
- (b) Unit prices shall be shown and where there is an error in extension of the price, the unit price shall govern.
- (c) Alternate Bids will not be considered unless authorized by the City.
- (d) Proposed delivery time must be shown and shall include weekends and holidays if requested by the City.
- (e) The City qualifies for exemption from State and Local Sales and Use Taxes pursuant to the provision of Article 20.04(f) of the Texas Limited Sales, Excise and Use Tax Act. Taxes normally levied on the purchase, rental and lease of materials, supplies and equipment used or consumed in performance of the Contract may be exempted by issuing to suppliers an exemption certificate in lieu of tax. Exemption certificates comply with State Comptroller of Public Accounts Ruling No. 95-0.07. Any such exemption certificate issued in lieu of tax shall be subject to State Comptroller of Public Accounts Ruling No. 95-0.09, as amended. Failure by the Bidder or the bidder's Subcontractors to take advantage of the City's exemption and to obtain such exemption certificate shall make him responsible for paying taxes incurred on materials furnished on the Project without additional cost to or reimbursement by the City.


3. Description of Supplies

Any catalog of manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Bidders are required to state exactly what they intend to furnish; otherwise they will be required to furnish the item as specified.

4. Submission of Bid

By submitting your Bid, you acknowledge that the City of Killeen will not accept any Bid, or execute any submitted contract in conjunction with a Bid that requires the City to agree to any of the following:

- Governing law other than the law of the State of Texas
 - Venue other than Bell County
 - Mandatory arbitration
 - Artificial limitation of liability
 - Artificial statute of limitation
 - Waiver of trial by jury
- (a) Bid and changes thereto shall be enclosed in a sealed envelope addressed to the Purchasing Office, City of Killeen. The names and address of Bidder, the date and hour of the Bid opening and the Bid number shall be placed on the outside of the envelope.
 - (b) Bids must be submitted on the forms furnished. Telegraphic Bids will not be considered. However, Bids may be modified by written notice provided such notice is received prior to the time and date set for the Bid opening.



Bidder's Initials
Page 10 of 21

- (c) All Bid documents shall be sealed and submitted no later than the specified date and hour of the Bid opening to:

Delivery Address:
City of Killeen
Attn: Purchasing Division
207A W. Avenue D
Killeen, TX 76541

5. Rejection of Bid

- (a) The City may reject a Bid if:
1. The Bidder misstates or conceals any material fact in the Bid, or if
 2. The Bid does not strictly conform to law or the requirements of the Bid, or if
 3. The Bid is conditional, except that the Bidder may qualify his Bid for acceptance by the City as an "All or None" basis.
- (b) The City may, however, reject all Bids whenever it is deemed in the best interest of the City to do so, and may reject any part of a Bid unless the Bid has been qualified as provided in section 5(a) 3 above.

6. Withdrawal of Bid

Bid may not be withdrawn for up to ninety (90) days after the time set for the Bid opening, unless otherwise stated in the Bid.

7. Late Bid or Modifications

Bid and modifications received after the time set for the Bid opening will not be considered.

8. Clarification or Objection to Bid Specifications

If any person contemplating submitting a Bid for this contract is in doubt as to the true meaning of the specifications, or other Bid documents, or any part thereof, he may submit to Purchasing, a request for clarification by the deadline established in the Bid. All such requests for information shall be made in writing and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the Bid, if made, will be made only by an addendum duly issued. A copy of such addendum will be distributed to all known bidders who have expressed an interest in this bid. The City will not be responsible for any other explanation or interpretation of the proposed Bid made or given prior to the award of the contract. Any objection to the specifications and requirements, as set forth in the Bid documents must be filed in writing with the Purchasing Division by the deadline established in the Bid.


9. Discounts

- (a) Prompt payment discounts will be considered in making the award provided the period of the discount offered is sufficient to permit payment within such period in the regular course of business.
- (b) In connection with any discount offered, time will be computed from the date of receipt of supplies or services or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date of mailing of the check.

10. Award of the Contract

- (a) The contract will be awarded to the lowest responsible bidder or, if applicable, the responsible bidder who provides goods or services at the best value for the municipality based on, but not limited to, the following factors:

- | | |
|---|---|
| * Unit price | * Bidder's past performance |
| * Total Bid price | * Demurrage charges, freight costs and mileage |
| * Terms and discounts | * Estimated costs of supplies, maintenance, etc. |
| * Delivery date | * Estimated surplus value, life expectancy |
| * Product warranty | * Results of testing samples |
| * Special needs and requirements of City | * Conformity to specifications |
| * Past experience with product/service | * Training requirements, location, etc. |
| * City's evaluation of the bidder's ability, financial, strength, and ethical standards | * Location of maintenance facility/service person; ability to provide for minimum down time |
| * Quality of the bidder's goods or services | * The total long-term cost to the municipality to acquire the bidder's goods or services |
| * The extent to which the goods or services meet the | |


Bidder's Initials

municipality's needs

- (b) The City reserves the right to accept any item or group of items of this Bid, unless the Bidder qualifies his Bid by specific limitation. Reference section 5(a) 3 above.
- (c) A written award of acceptance mailed or otherwise furnished to the successful Bidder will follow council approval. A contract, for review by the City's legal team, shall follow receipt.
- (d) Prices must be quoted "F.O.B. Destination (Killeen) with all transportation charges prepaid," unless otherwise specified in the Bid.
- (e) If identical Bids are received from two or more bidders and those Bids are the lowest and best Bid, the tie shall be broken in accordance with provisions in Section 271.901 of the Texas Local Government Code.
- (f) As stated in Section 271.905 of the Texas Local Government Code, "In purchasing under this title any real property or personal property that is not affixed to real property, if a local government receives one or more competitive sealed Bid from a bidder whose principal place of business is in the local government and whose Bid is within three percent of the lowest Bid price received by the local government from a bidder who is not a resident of the municipality, the local government may enter into a contract with: (1) the lowest bidder; or (2) the bidder whose principal place of business is in the local government if the governing body of the local government determines, in writing, that the local bidder offers the local government the best combination of contract price and additional economic development opportunities for the local government created by the contract award, including the employment of residents of the local government and increased tax revenues to the local government."
- (g) As stated in Section 271.9051(b) of the Texas Local Government Code, "In purchasing real property or personal property that is not affixed to real property, or services, if a municipality receives one or more competitive sealed Bid from a bidder whose principal place of business is in the municipality and whose Bid is within five percent of the lowest Bid price received by the municipality from a bidder who is not a resident of the municipality, the municipality may enter into a contract for an expenditure of less than \$100,000 or a contract for other purchases in an amount of less than \$500,000 with: (1) the lowest bidder; or (2) the bidder whose principal place of business is in the municipality if the governing body of the local government determines, in writing, that the local bidder offers the municipality the best combination of contract price and additional economic development opportunities for the municipality created by the contract award, including the employment of residents of the municipality and increased tax revenues to the municipality."


11. Bid Protest

Any bidder wishing to file a protest concerning alleged improprieties with this solicitation must submit the protest in written format to the Purchasing Division within 5 business days after the specified time of the Bid opening. The formal written protest must identify the name of the bidder contesting the solicitation, the project name and number, and the specific grounds for the protest with all supporting documentation. A response to the protest will be prepared by Purchasing within 10 business days of receipt of the protest. All determinations made by the City are final.

12. Termination for Governmental Non-Appropriations

A contract is a commitment of the City's current revenues only. Should the terms of the Bid require payment of funds over more than the current fiscal year ending September 30, the following shall apply:

- (a) For each lease, City represents and warrants: that it has appropriated and budgeted the necessary fund to make all rent payments required pursuant to such lease for the remainder of the fiscal year in which the payment term commences; and that it currently intends to make rent payments for the full lease term as scheduled in the applicable payment schedule if funds are appropriated for the rent payment in each succeeding fiscal year by its governing body. Without contractually committing itself to do so, City reasonably believes that monies in an amount sufficient to make all rent payments can and will lawfully be appropriated; therefore, City agrees to budget requests to include the rent payments payable during each fiscal year in the budget requests presented to City's governing body for each fiscal year; provided, that City's governing body retains authority to approve or reject any such budget request. All rent payments shall be payable out of the general funds of City or out of other funds legally appropriated therefore. Lessor agrees that no lease will be a general obligation of City and no lease shall constitute a pledge of either the full faith and credit of City or the taxing power of City.
- (b) If City's governing body fails to appropriate sufficient funds in any fiscal year for rent property or other payments due under a lease and if other funds are not legally appropriated for such payment, then a non-appropriation event shall be deemed to have occurred. If a non-appropriation event occurs, then: (1) City shall give lessor immediate notice of such non-appropriation event and provide written evidence of such failure by City's governing body; (2) on the return date, City shall return to Lessor all of the equipment covered by the affected lease, at City's sole expense; (3) the affected lease shall terminate on the return date without penalty to City; (4) return date means the


Bidder's Initials

last day of the fiscal year for which appropriations were made for the rent payments due under a lease.

13. Termination of Contract

Any contract pursuant after this bid packet shall remain in effect until the contract expires, delivery/completion and acceptance of products and/or performance of services ordered or until terminated by either party with a thirty (30) day written notice prior to any cancellation. The City reserves the right to award a contract to next best bidder it deems to be in the best interest of the City, should a contract be awarded and subsequently cancelled.

14. Assurance of Compliance

For Equal Employment Opportunity and Small and/or Minority Business Enterprise Requirements the bidder agrees that if this Bid is accepted, he/she will not engage in employment practices which have the effect of discriminating against employees or prospective employees because of race, color, religion, national origin, sex, age, handicap, or political belief or affiliation.

15. Conflict of Interest Disclosure Questionnaire

The Bidder agrees that if a member of the City Council or a councilmember's close relative or any officer or employee of the City has a financial interest, direct or indirect, or by reason of ownership of stock in any corporation, in any contract with the City, or is financially interested, directly or indirectly, in the sale to the City any land, materials, supplies or services except on behalf of the City, as an officer or employee, the official shall file before a vote or decision on any matter involving the business entity or the real property, an affidavit stating the nature and extent of the interest and shall abstain from further participation in the matter if:

- (a) in the case of a substantial interest in a business entity the action on the matter will have a special economic effect on the business entity that is distinguishable from the effect on the public; or
- (b) in the case of a substantial interest in real property, it is reasonably foreseeable that an action on the matter will have a special economic effect on the value of the property, distinguishable from its effect on the public.

Chapter 176 of the Texas Local Government Code mandates the public disclosure of certain information concerning persons doing business or seeking to do business with the City of Killeen, including affiliations and business and financial relationships such persons may have with the City of Killeen. An explanation of the requirements of Chapter 176 and complete text of the law are available at:

<http://www.statutes.legis.state.tx.us/SOTWDocs/LG/htm/LG.176.htm>

16. Venue for Legal Action

The standard form of agreement later referenced in this bid packet (page 19) shall be governed and construed according to the laws of the State of Texas. Venue for purposes of any and all lawsuits, causes of actions, claims or disputes shall be in Bell County, Texas.

17. Conflicts in Terms and Conditions for Bids


If any conflicts exist between the Terms and Conditions for Bids and the standard form of agreement between the owner and Bidder, the standard form of agreement between the owner and bidder shall prevail.

18. Insurance

All bidders shall have the appropriate amount of insurance while delivering the items once awarded. This coverage shall be present as to cover all losses, until the City accepts the items in writing.

A. Comprehensive General Liability and Property Damage Insurance.

The bidder shall take out and maintain during the life of this Contract such Comprehensive General Liability and Property Damage Insurance as shall protect the City from claims for damages or personal injury, including accidental death, as well as from claims for property damages which may arise from delivering the item under this contract, whether such operations be by himself or by an subcontractor or by anyone directly or indirectly employed by either of them, and the minimum amounts of such insurance shall be as follows:



Bidder's Initials
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Bodily Injury.

- (1) Each Occurrence - \$1,000,000
- (2) Annual Aggregate - \$2,000,000

Property Damage Insurance.

- (1) Each Occurrence - \$1,000,000
- (2) Annual Aggregate - \$2,000,000

B. Comprehensive Automobile Liability.

Bodily Injury

- (1) Each Person - \$500,000
- (2) Each Accident - \$1,000,000

Property Damage

- (1) Each Occurrence - \$1,000,000


19. Acknowledgement

Each bidder, by their signature, represents that they have read the "Terms and Conditions for Bids", and will comply with these terms and conditions.

SIGNATURE: _____

DATE: _____

PRINT NAME: _____


Bidder's Initials
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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 \$100 in 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 7th 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.
5. 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 entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.
This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).
By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.
A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information in this section is being disclosed.

Name of Officer

This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?

Yes No

D. Describe each employment or business and family relationship with the local government officer named in this section.

4



Signature of vendor doing business with the governmental entity

2-8-16
Date

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY

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

Big Chief Dist, Killeen, TX, U.S.

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

City of Killeen

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

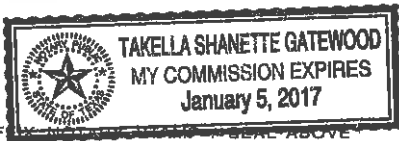
4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party.



6 **AFFIDAVIT**

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



Takella Gatewood

Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said John Gilmore, this the 9 day of February, 2016, to certify which, witness my hand and seal of office.

Takella Gatewood
 Signature of officer administering oath

Takella Gatewood
 Printed name of officer administering oath

Senior Branch Manager
 Title of officer administering oath

ADD ADDITIONAL PAGES AS NECESSARY

V. Additional Questions

Additional Questions:

Can delivery be made as specified in the specifications? Yes: No:

When can delivery be made after award (number of days)? Next Day

Has an owner of the company been convicted of a crime within the past 10 years? Yes: No:

Has company been in bankruptcy, reorganization or receivership in the last 5 years? Yes: No:

Has company been disqualified or debarred by any public agency, including the Federal Government, from participation in public contracts? Yes: No:

Does any employee or official of the City have any financial or other interest in your firm? Yes: No:

Does bidder maintain insurance as specified herein (see insurance requirements within the specifications and terms and conditions)? Yes: No:

If no, describe differences: _____


Insurance Broker Name: Federated Ins. Billy Borunda
Insurance Broker Phone: 888-233-4949 254-857-3977
Insurance Broker Fax: 254-644-1845

Are there claims that are pending against this insurance policy? Yes: No:

If yes, describe: _____

List the most recent sales that you have with other public agencies, if any, and/or other customers (up to five) regarding a gasoline, unleaded:

- Killeen I.S.A.
- Coppens Cove I.S.A.
- WCID # 1 - Killeen
- City of Burnet
- City of Harker Heights


Bidder's Initials
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VI. REFERENCES

Include below three references:

Reference #1
Company Name Runcie Services
Address Box 817
Killam, TX 76540
Type of Business Truck Rental - Repair
Contact Person Glen Brandy
Telephone and Fax #'s 254-634-1066

Reference #2
Company Name K.I.S.D.
Address Box W. Lewis Young
Killam, TX 76540
Type of Business School
Contact Person Charles W. Helms
Telephone and Fax #'s 254-0124 254-2548

Reference #3
Company Name City of Harker Heights
Address 305 Millers Crossing
Harker Heights, TX 76548
Type of Business Municipal
Contact Person Harvey
Telephone and Fax #'s 699-5824



VII. BID SPECIFICATIONS

SPECIFICATIONS:

- This contract is for Gasoline, unleaded, 87 octane with a maximum of 10% ethanol.
- Requested product will be delivered to the Killeen-Fort Hood Regional Airport within 24 hours after request, holidays excluded.

MINIMUM SPECIFICATIONS UNLEADED FUEL

INTENT:

City of Killeen intends to contract with a qualified vendor for the purchase and delivery of gasoline, unleaded. The contract period shall be for a period of one (1) year with possible extension of one (1) year period by mutual consent.

PRICING:

- All transportation and complete delivery charges shall be included in the price bid.

EVALUATION/AWARD:

- This contract covers Gasoline, unleaded, 87 octane only.
- Contract is for new, unused products.

VENDOR QUALIFICATIONS:

The primary benefit to the City in contracting for the purchase of petroleum products is to be assured of delivery throughout the contract period at fair market price. Therefore, vendor qualification is paramount and the City reserves the right to require post bid documentation to the degree felt necessary in order to determine the ability of the bidder to meet all contractual demands. This includes, but is not limited to requiring that a "middleman" or Jobber submitting a bid to furnish a letter of agreement from his supplier acknowledging with approval, the estimated volumes to be furnished during the contract period.

ESTIMATED QUANTITIES & DELIVERY METHODS:

Annual purchase quantities are not guaranteed, but are **ESTIMATED** from at 48,000 to 55,000 gallons based upon past usage. Weekly purchases are estimated to be between 500 and 2300 gallons. One delivery per week is anticipated.



Bidder's Initials
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VIII. COPYRIGHT MATERIAL

**Texas Public Information Act
Steps To Assert Information Confidential or Proprietary**

All bids or bids, data, and information submitted to the City of Killeen are subject to release under the Texas Public Information Act ("Act") unless exempt from release under the Act. You are not encouraged to submit data and/or information that you consider to be confidential or proprietary unless it is absolutely required to understand and evaluate your submission.

On each page where confidential or proprietary information appears, you must label the confidential or proprietary information. Do not label every page of your submission as confidential as there are pages (such as the certification forms and bid sheet with pricing) that are not confidential. It is recommended that each page that contains either confidential or proprietary information be printed on colored paper (such as yellow or pink paper). At a minimum the pages where the confidential information appears should be labeled and the information you consider confidential or proprietary clearly marked.

Failure to label the actual pages on which information considered confidential appears will be considered as a waiver of confidential or proprietary rights in the information.

In the event a request for public information is filed with the City which involves your submission, you will be notified by the City of the request so that you have an opportunity to present your reasons for claims of confidentiality to the Texas Attorney General.


In signing this form, I acknowledge that I have read the above and further state:

The bid/bid submitted to the City contains NO confidential information and may be released to the public if required under the Texas Public Information Act.

The bid/bid submitted contains confidential information which is labeled and which may be found on the following pages: _____

and any information contained on page numbers not listed above may be released to the public if required under the Texas Public Information Act.

Vendor/Proposer Submitting: Big Chief Dist.
Signature: John Gilmore Date: 2-8-14
Print Name: John Gilmore Print Title: D.ES.


Bidder's Initials
Page 19 of 21

X. CONTRACT

CONTRACT FOR PURCHASE OF UNLEADED GASOLINE

This Contract is entered into effective as of the ____ day of _____, 2016, by and between The City of Killeen ("Buyer") and _____ ("Seller").

WHEREAS, The City of Killeen has solicited for bids for the purchase of unleaded gasoline for delivery to Killeen-Fort Hood Regional Airport (Bid No. 16-09);

AND, WHEREAS, _____, submitted a responsive bid in response to said request for bids;

AND, WHEREAS, on _____, the City Council of the City of Killeen approved the award of a one year purchase contract to _____ at a February 2, 2016 indexed price of \$ ____ per gallon;

NOW, THEREFORE, the parties state and agree as follows:

1. The full terms and specifications of the contract are as stated in the completed and signed bid submittal from _____, dated February 9, 2016 (Exhibit A) and are incorporated herein.
2. This contract may be extended for a one (1) year period if agreed to by both parties. If neither party has notified the other party otherwise in writing between thirty (30) and sixty (60) days prior to the expiration of the initial term, it will be assumed that both parties agree to the extension, and the contract will automatically be so extended under the same terms.

SO AGREED:

City of Killeen

By: _____


Glenn Morrison

City Manager

Date: _____

By: _____

Date: _____



Bidder's Initials
Page 21 of 21



City of Killeen

ADDENDUM NO. 1 for Bid 16-09


Gasoline, Unleaded

Bid CLOSING DATE: February 9th, 2016, @ 2:00 p.m.
Today's date: January 27th, 2016.

NOTE: Please insert the following documents to Bid 16-09 packet.

1. Remove Conflict of Interest Questionnaire form dated 2007 (Page 15 of 21) and replace with Conflict of Interest Questionnaire and new CIQ form dated 2015.
2. Please add Form 1295 Certificate on Interested Parties to the bid packet.
3. These forms are new and updated and part of the bid packet.

Please acknowledge receipt of Addendum No. 1 by signing below and returning to the Purchasing Office.



Randy Jimenez
Purchasing Manager

Acknowledgement:

Signature:  _____

Print Name: John B. Moore _____

Title: Pres. _____

Company: Big Chief Dist. _____

Date: 2-8-16 _____



Proposer's Initials
Page 1 of 1

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2016-12720

Date Filed:
02/11/2016

Date Acknowledged:

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

Big Chief Dist. Co. Inc.
Killeen, TX United States

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

City of Killeen

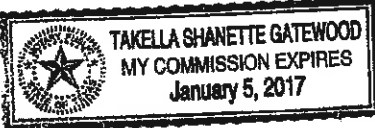
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.

16-09
Gasoline, Unleaded

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

5 Check only if there is NO Interested Party.

6 AFFIDAVIT I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



[Signature]

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said John Gilmore, this the 12 day of February, 2016, to certify which, witness my hand and seal of office.

[Signature] Takella Gatewood Senior Branch Manager
Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath



City of Killeen

Legislation Details

File #: RS-16-031 **Version:** 1 **Name:** Procurement of a Fire Engine and Rescue Truck for the new FS#9

Type: Resolution **Status:** Resolutions

File created: 2/23/2016 **In control:** City Council

On agenda: 3/22/2016 **Final action:**

Title: Consider a memorandum/resolution for the procurement of a fire engine and rescue truck for the new Fire Station #9.

Sponsors: Fire Department, Fleet Services

Indexes:

Code sections:

Attachments: [Council Memorandum](#)
[Engine quote](#)
[Rescue quote](#)
[Certificate of Interested Parties](#)

Date	Ver.	Action By	Action	Result
3/15/2016	1	City Council Workshop		

CITY COUNCIL MEMORANDUM

AGENDA ITEM

Procurement of a Fire Engine and Rescue Truck for the New Fire Station #9.

ORIGINATING DEPARTMENT

Fire Department/Fleet Services

BACKGROUND INFORMATION

The Killeen Fire Department projects that Fire Station #9 will be operational in early 2017. Required vehicles are an ambulance, an EMS Captain SUV, a fire engine, and a rescue truck. The ambulance was ordered previously and is on-hand. The SUV will be ordered soon.

DISCUSSION/CONCLUSION

The City of Killeen is a member of several purchasing cooperatives that are in compliance with the Texas Local Government Code section 271.102. The engine and rescue truck would be purchased from Metro Fire Apparatus Specialists, Inc. utilizing HGAC Cooperative pricing.

Financial Detail of Equipment Meeting Killeen FD Specifications:

Vendor	Description	Cost Ea.
Metro Fire Apparatus Specialists, Inc.	Spartan Engine	\$916,903.00
Metro Fire Apparatus Specialists, Inc.	Spartan Rescue	\$979,949.00
	Total	\$1,896,852.00

FISCAL IMPACT

Funds for the purchase of the fully-equipped fire engine and rescue truck are available in the Fleet Funding Program Fund account 601-7070-442.61-10, at the total purchase price of \$1,896,852.00

RECOMMENDATION

Staff recommends that City Council approve the procurement of the fully equipped engine and rescue truck from Metro Fire Apparatus Specialists, Inc. through the HGAC purchasing cooperative for the total cost of \$1,896,852.00 and that the City Manager or designee is expressly authorized to execute any and all change orders within the amounts set by state and local law.



CONTRACT PRICING WORKSHEET
For MOTOR VEHICLES Only

Contract No.:

FS12-13

Date Prepared:

11/18/2015

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	City of Killeen (Fire Department)	Contractor:	Metro Fire Apparatus Specialists, Inc.
Contact Person:	Fire Chief J.D. Gardner	Prepared By:	Brian Russell
Phone:	254-501-7667	Phone:	713-475-2411
Fax:	254-634-8734	Fax:	713-475-2428
Email:	jdgardner@killeentexas.gov	Email:	brussell@mfas.com

Product Code: DC04 Description: Spartan 4-Door Custom Full-Tilt Aluminum Cab, Pumper, Stainless Steel Body, Single Axle, 1250 GPM Pump, Mid-Mounted **(ENGINE)**

A. Product Item Base Unit Price Per Contractor's H-GAC Contract: \$342,547

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable. (Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
2 - Upgrade cab to Gladiator	\$55,250	4 - Change cab to LFD	\$13,950
11 - Change cab paint to two-tone	\$2,150	23 - Change cab electrical system to multiplexed with 1 screen	\$6,400
28 - Upgrade engine to 450 horsepower (small block)	\$13,725	33 - Add engine brake in addition to VG turbo	\$3,250
48 - Change fuel tank to 68 gallons	\$950	54 - Upgrade front axle and suspension to include IFS 24,000#	\$29,350
56 - Upgrade rear tires, wheels, and suspension to 27,000#	\$9,400	67 - Change front wheels to aluminum	\$950
68 - Change rear wheels to aluminum	\$2,400	75 - Add instant fire chains	\$3,900
77 - Add ESC to the brake system on a single rear axle	\$3,900	79 - Upgrade to disc brakes	\$1,100
84 - Upgrade to triple frame	\$3,200	93 - Upgrade bumper to severe duty	\$2,100
97 - Add front bumper hose well with cover	\$1,400	98 - Add Q2 siren	\$2,800
106 - Power windows (4)	\$2,300	108 - Upgrade air conditioner to overhead w/ painted aluminum	\$3,900
113 - Add cab floor insulation	\$2,450	115 - Add removable aluminum overlay to undercab insulation	\$2,600
121 - Add aluminum overlay w/ Sparliner over the cab rear wall	\$1,750	125 - Upgrade to Xtreme duty interior center dash with Sparliner	\$2,500
129 - Change interior metal surfaces to Sparliner	\$4,900	151 - Change exterior door handles to chrome	\$875
153 - Change door locks to power w/ exterior keypad & keyfob	\$1,900	161 - Add rear cab wall trim tread plate	\$1,200
166 - Change the battery boxes to stainless steel	\$1,700	168 - Upgrade alternator to 320 amps	\$775
183 - Upgrade ground and step lights to OnScene LED	\$5,600	187 - Add 12 Volt eyebrow scene light (2)	\$4,700
189 - Add 12 volt side cab recessed scene lights	\$4,600	192 - Change interjor overhead DOT lights to OnScene LED	\$2,800
205 - Add Whelen 500 series LED water level gauge (2)	\$1,750	215 - Add auxilliary speedometer	\$550
216 - Add Weatherband radio	\$775	218 - Add dual rear and single side view camera system	\$1,825
345 - Upgrade to Hale pump	\$4,800	350 - Upgrade to mechanically operated master intake valve (2)	\$7,600
355 - Add foam pump that flows 2-5 gpm of concentrate	\$16,500	359 - Add foam tank refill system	\$3,300
371 - Add 1.75" speedlay (2)	\$5,600	380 - Add front bumper discharge	\$3,500
384 - Add remote controlled electronic deck gun package	\$16,500	387 - Change to top control pump house with walkway	\$12,500
446 - Add special body configuration	\$16,500	449 - Upgrade body to Star series	\$40,000
453 - Change wheel well area to be single axle smart storage	\$9,500	467 - Change hose bed cover to be tread plate	\$4,750
468 - Add air assist opener/closer to hose bed cover	\$5,400	469 - Add LED lights to hose bed cover	\$1,800
477 - Add back board compartment in hose bed	\$2,500	495 - Change compartment lighting to LED	\$5,100
497 - LED split traffic advisor	\$2,400	503 - Add lower Zone B and D lights to body (3)	\$4,200
510 - Add 10 kW hydraulic generator with PTO & breaker box	\$24,000	519 - Electric cord reel with cable	\$2,975
522 - Add 120-volt generator powered outlet (2)	\$1,700	523 - Add 120-volt generator and shoreline powered outlet (3)	\$2,925
529 - Body exterior flush mounted 12 volt scene light (2)	\$1,400		
		Subtotal B:	\$397,075

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary. (Note: Unpublished Options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
Upgrade headlights to LED	\$1,900	Add Class B foam educator system complete with tank	\$5,200
Akron - wye, axe, bar, hook	\$673	Bullard - thermal imager, transmitter, mobile link	\$13,266
CMC - whistle, throwline set, rope, helmet, cambiner, bag	\$1,672	David-Clark - headset, cable, station, interface, hook	\$4,524
Fire Hooks - hook, pole, tool, bar, elevator key	\$1,118	Holmatro - pump, spreader, cutter, ram, support, hose	\$25,644
Kochek - adapter, choc, wrench	\$1,406	Metro - wrench, mount, light, cabinet, hose, console, flap, box	\$30,733
Nupla - broom, shovel, hammer, pole, cutter	\$552	Performance Advantage - tool board, mounts	\$6,146
Scott - SCBA, mask, cylinder	\$35,473	Sensible - mount, post	\$814
Snap-Tite - 1.75" hose, 3" hose, 5" hose	\$15,314	SuperVac - fan, scene light	\$18,651
TFT - valve, wye, nozzle, Blitzfire	\$13,195		
		Subtotal C:	\$176,281

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). For this transaction the percentage is: 24%

D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)

Quantity Ordered:	1	X Subtotal of A + B + C:	\$915,903	=	Subtotal D:	\$915,903
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E. H-GAC Order Processing Charge (Amount Per Current Policy) Subtotal E: \$1,000

Description	Cost	Description	Cost
		Subtotal F:	\$0

Delivery Date: G. Total Purchase Price (D+E+F): \$916,903

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency: City of Killeen (Fire Department) Contact Person: Fire Chief J.D. Gardner Phone: 254-501-7667 Fax: 254-634-8734 Email: jgardner@killeentexas.gov	Contractor: Metro Fire Apparatus Specialists, Inc. Prepared By: Brian Russell Phone: 713-475-2411 Fax: 713-475-2428 Email: brussell@mfas.com
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Product Code: AAD03	Description: Spartan, Full-Tilt, Aluminum Cab, Single Axle, Aluminum Body, Non-Walk-In Body
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A. Product Item Base Unit Price Per Contractor's H-GAC Contract: \$354,497

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable. (Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
2 - Upgrade cab to Gladiator	\$55,250	4 - Change cab to LFD	\$13,950
11 - Change cab paint to two-tone	\$2,150	23 - Change cab electrical system to multiplexed with 1 screen	\$6,400
28 - Upgrade engine to 450 horsepower (small block)	\$13,725	33 - Add engine brake in addition to VG turbo	\$3,250
48 - Change fuel tank to 68 gallons	\$950	54 - Upgrade front axle and suspension to include IFS 24,000#	\$29,350
56 - Upgrade rear tires, wheels, and suspension to 27,000#	\$9,400	67 - Change front wheels to aluminum	\$950
68 - Change rear wheels to aluminum	\$2,400	75 - Add instant tire chains	\$3,900
77 - Add ESC to the brake system on a single rear axle	\$3,900	79 - Upgrade to disc brakes	\$1,100
93 - Upgrade bumper to severe duty	\$2,100	98 - Add Q2 siren	\$2,800
106 - Power windows (4)	\$2,300	108 - Upgrade air conditioner to overhead w/ painted aluminum	\$3,900
113 - Add cab floor insulation	\$2,450	115 - Add removable aluminum overlay to undercab insulation	\$2,600
121 - Add aluminum overlay w/ Sparliner over the cab rear wall	\$1,750	125 - Upgrade to extreme duty interior center dash with Sparliner	\$2,500
129 - Change interior metal surfaces to Sparliner	\$4,900	151 - Change exterior door handles to chrome	\$875
133 - Change door locks to power w/ exterior keypad & keyfob	\$1,900	161 - Add rear cab wall trim tread plate	\$1,200
166 - Change the battery boxes to stainless steel	\$1,700	168 - Upgrade alternator to 320 amps	\$775
183 - Upgrade ground and step lights to OnScene LED	\$3,600	187 - Add 12 volt eyebrow scene light (2)	\$4,700
189 - Add 12 volt side cab recessed scene lights	\$4,600	192 - Change interior overhead DOT lights to OnScene LED	\$2,800
194 - Add interior LED dome lamp (2)	\$800	215 - Add auxiliary speedometer	\$550
216 - Add Weatherband radio	\$775	218 - Add dual rear and single side view camera system	\$1,825
247 - Change body to 20' walk around	\$24,000	269 - Five (5) upper roof compartments with center walkway	\$21,000
270 - Roof access center stairway	\$8,500	279 - Upper storage compartment with rear access door	\$2,300
283 - Electric awning	\$7,640	448 - Add special body configuration	\$16,500
448 - Change body to 1650	\$31,000	458 - Add rescue receiver and power point (4)	\$6,320
457 - Add winch	\$3,500	486 - Roll out tray-permanent-HD-transverse full body (2)	\$8,400
490 - Roll out/down tray - adjustable - heavy duty (4)	\$12,000	495 - Change compartment lighting to LED	\$5,100
497 - LED split traffic advisor	\$2,400	506 - Onan 20Kw PTO generator w/ 120/240VAC components	\$15,750
510 - Add 10 kW hydraulic generator with PTO & breaker box	\$24,000	519 - Electric cord reel with cable (2)	\$5,950
522 - Add 120-volt generator powered outlet (4)	\$3,400	523 - Add 120-volt generator and shoreline powered outlet (2)	\$1,950
531 - Body exterior 12 volt LED scene lights (6)	\$13,200	532 - Light tower mounting reinforcements	\$950
536 - Command Light	\$19,000	538 - Command Light back light feature	\$1,950
542 - Low pressure air hose reel with hose and controls	\$4,200	554 - Add 14' roof ladder	\$700
557 - Add 10' attic ladder	\$550		
		Subtotal B:	\$438,335

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary. (Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
Upgrade headlights to LED	\$1,900	Increase body length to 22'	\$18,000
Upgrade PTO generator to 25 kW	\$2,900	Add low pressure utility compressor mounted in body	\$900
Add light tower branch guard	\$1,850	Add front bumper rescue tool compartment provisions	\$2,300
Recess awning in side of body	\$800	Change Command Light to all Whelen Pioneer Plus LED heads	\$6,900
Storage modules for air cylinders and air bags	\$4,200	CMC - whistle, throwline set, rope, helmet, carabiner, bag, PED	\$2,963
David-Clark - headset, cable, station, interface, hook	\$4,524	Holmatro - pump, spreader, cutter, ram, support, hose	\$53,983
Metro - mount, box, console, cabinet	\$23,985	Performance Advantage - tool board, mounts	\$9,836
Scott - SCBA, mask, cylinder	\$51,076		
		Subtotal C:	\$186,117

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). **For this transaction the percentage is: 23%**

D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C):

Quantity Ordered: 1	X Subtotal of A + B + C: \$978,949	=	Subtotal D: \$978,949	
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E. H-GAC Order Processing Charge (Amount Per Current Policy): **Subtotal E:** - \$1,000

F. Trade-Ins / Other Allowances / Special Discounts / Freight / Installation

Description	Cost	Description	Cost
		Subtotal F:	\$0

Delivery Date: **G. Total Purchase Price (D+E+F):** \$979,949

(RESCUE)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2016-18994

Date Filed:
02/26/2016

Date Acknowledged:

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

Metro Fire Apparatus Specialists, Inc
Houston, TX United States

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

Killeen Fire Department

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

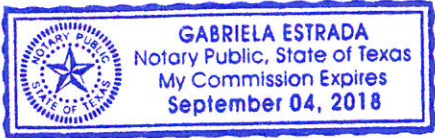
Engine and Rescue Truck
Engine and Rescue Truck Procurement

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Russell, Craig	Houston, TX United States	X	

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 and correct.



[Handwritten Signature]

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said ANDY KINH, this the 26th day of February, 2016, to certify which, witness my hand and seal of office.

[Handwritten Signature]

Signature of officer administering oath

Gabriela Estrada

Printed name of officer administering oath

Notary

Title of officer administering oath



City of Killeen

Legislation Details

File #: RS-16-032 **Version:** 1 **Name:** Rosewood Extension
Type: Resolution **Status:** Resolutions
File created: 3/8/2016 **In control:** City Council
On agenda: 3/22/2016 **Final action:**
Title: Consider a memorandum/resolution authorizing the City Manager to execute an Advance Funding Agreement (AFA) with the Texas Department of Transportation (TxDOT) to design and construct an extension to Rosewood Drive and Heritage Oaks Hike and Bike Trail, Segment 3.
Sponsors: Public Works Department, Transportation Division
Indexes:
Code sections:
Attachments: [Council Memorandum](#)
[Advance Funding Agreement](#)

Date	Ver.	Action By	Action	Result
3/15/2016	1	City Council Workshop		

CITY COUNCIL MEMORANDUM

AGENDA ITEM

AUTHORIZE THE CITY MANAGER TO ENTER INTO AN ADVANCE FUNDING AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION TO DESIGN AND CONSTRUCT AN EXTENSION TO ROSEWOOD DRIVE AND HERITAGE OAKS HIKE AND BIKE TRAIL SEGMENT 3

ORIGINATING DEPARTMENT

Public Works - Transportation Division

BACKGROUND INFORMATION

On September 25, 2015, the Killeen-Temple Metropolitan Planning Organization (KTMPPO), in cooperation with the Federal Highway Administration, issued a call for project nominations for the Surface Transportation Program Metropolitan Mobility (STPMM) funding. Under the program, 80% of eligible project costs can be reimbursed with the nominating entity providing at least 20% of the project's allowable costs.

On October 27, 2015, the City Council authorized the City Manager to submit a STPMM application for the extension of Rosewood Drive and Heritage Oaks Hike and Bike Trail, Segment 3, hereinafter called Rosewood Extension (CCM/R 15-123R). On November 10, 2015, the City of Killeen submitted an application to KTMPPO requesting \$6,000,000 for the 2015 STPMM call for projects. The City was awarded a total amount of \$5,003,585 for the Rosewood Extension project.

This project provides for improved access and more transportation choices for the community, especially to commercial areas by building a continuous direct connection from the southernmost City limits to La Cascata and US 190, as well as creating another half-loop around the City from US 190 to SH 195 via Chaparral. This project enhances mobility within the City of Killeen as well as for the region and will shorten public safety response times in the southeast quadrant of the City.

DISCUSSION/CONCLUSION

The proposed project entails constructing a five (5)-lane roadway, including a bridge over Trimmier Creek and extending the existing Rosewood Drive south to Chaparral Road. The proposal would also include the continuation of Heritage Oaks Hike and Bike Trail Segment 3, which will connect the existing trail along Rosewood Drive, to Harker Heights' Purser Family Park, and to the Heritage Oaks Park area and the recently awarded Heritage Oaks Hike and Bike Trail, Segment 4.

By entering into an Advance Funding Agreement (AFA) with TxDOT, the City agrees to commit to the project's design, development, implementation, construction, maintenance, management, and funding. The City of Killeen further agrees to provide a local match of 20% or greater of

the total project cost, including being responsible for all non-federally funded items, TxDOT's administrative costs (15%), and 100% of all overruns. As with all AFAs, TxDOT requires advanced payment of the State's projected direct and indirect costs associated with review, inspection, administration, and oversight of the project. The estimated total payment to TxDOT for the aforementioned is \$47,646. With a commitment to this AFA, City Council can expect to see the following items on future agendas: a professional services agreement for the design of this project totaling approximately \$750,000 (\$600,000 federal funds with a \$150,000 City match), an advanced funding agreement for a portion of the construction of Heritage Oaks Hike and Bike Trail, Segment 3 totaling approximately \$800,000 (\$640,000 federal funds with a \$160,000 City match), and finally a construction contract totaling approximately \$8,005,000 (\$4,403,585 federal funds with a \$2,961,415 City match). The preceding constitutes a total project cost of \$8,755,000, of which \$5,643,585 (64%) is reimbursed by the federal government and \$3,111,415 (36%) is funded by the City of Killeen. It is also City staff's intent to compete for an additional \$356,415 in FY'18 Category 7 funds through KTMPO once funds are identified and a call for projects issued (estimated in December, 2016). If successful securing the additional funds, the City's cost participation will be \$2,755,000 and the federal reimbursement amount will be \$6,000,000.

FISCAL IMPACT

The total fiscal impact associated with this agreement is \$47,646, of which \$14,256 is due upon execution of the AFA with the remaining \$33,390 being due within 60 days prior to construction bid advertising. Funding is available in the account 347-3490-800-58-96. As in the past, funding of matching amounts will be repaid following the passage of a Reimbursement Resolution. Any amounts advanced will be repaid to the appropriate funding source upon receipt of revenue from a future issuance of Certificates of Obligation Bonds.

RECOMMENDATION

City staff recommends that the City Council authorize entering into an Advance Funding Agreement with the Texas Department of Transportation for the Surface Transportation Program Metropolitan Mobility and further authorize the City Manager to execute the same.

STATE OF TEXAS §

COUNTY OF TRAVIS §

**LOCAL TRANSPORTATION PROJECT
ADVANCE FUNDING AGREEMENT
For A
SURFACE TRANSPORTATION PROGRAM- METROPOLITAN MOBILITY**

THIS Local Project Advance Funding Agreement (LPAFA) is made by and between the State of Texas, acting by and through the Texas Department of Transportation, called the “State”, and the City of Killeen, acting by and through its duly authorized officials, called the “Local Government.”

WITNESSETH

WHEREAS, a Master Agreement between the Local Government and the State has been adopted and states the general terms and conditions for transportation projects developed through this LPAFA; and,

WHEREAS, the Texas Transportation Commission passed Minute Order Number 114417 that provides for the development of, and funding for, the Project described herein; and,

WHEREAS, the Governing Body of the Local Government has approved entering into this LPAFA by resolution or ordinance dated October 27, 2015, which is attached to and made a part of this agreement as Attachment A for the development of the Project. A map showing the Project location appears in Attachment B, which is attached to and made a part of this agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

AGREEMENT

1. Period of the Agreement

The period of this LPAFA is as stated in the Master Agreement, without exception.

2. Termination of this LPAFA

Termination of this LPAFA shall be under the conditions as stated in the Master Agreement. This LPAFA may be terminated by the State if the Project is inactive for thirty-six (36) months or longer and no expenditures have been charged against federal funds.

3. Amendments

Amendments to this LPAFA shall be made as described in the Master Agreement, without exception.

4. Scope of Work

The scope of work for this LPAFA is described as constructing a four-lane roadway with center median and off-system bridge over Trimmier Creek.

5. Right of Way and Real Property

Right of way and real property shall be the responsibility of the Local Government as stated in the Master Agreement, without exception.

6. Utilities

Adjustment of utilities will be provided by the Local Government as required and as stated in the Master Agreement, without exception.

7. Environmental Assessment and Mitigation

Environmental assessment and mitigation will be carried out as stated in the Master Agreement. Additionally, before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

8. Compliance with Texas Accessibility Standards and ADA

Compliance with Texas Accessibility Standards and the Americans with Disabilities Act (ADA) will be as stated in the Master Agreement, without exception.

9. Architectural and Engineering Services

Architectural and engineering services will be provided by the **Local Government** as stated in the Master Agreement. The **Local Government** is responsible for performance of any required architectural or preliminary engineering work. For projects on the state highway system, the design shall, at a minimum conform to applicable State manuals. For projects not on the state highway system, the design shall, at a minimum, conform to applicable *American Association of State Highway and Transportation Officials* design standards. The Local Government may review and comment on the work as required to accomplish the public purposes of the Local Government. The State will cooperate fully with the Local Government in accomplishing these local public purposes to the degree permitted by State and Federal law.

10. Construction Responsibilities

Construction responsibilities will be carried out by the **Local Government** as stated in the Master Agreement.

11. Project Maintenance

Project maintenance will be undertaken as provided for in the Master Agreement, without exception.

12. Local Project Sources and Uses of Funds

A. A Project Budget Estimate is provided in Attachment C. The State and the Federal Government will not reimburse the Local Government for any work performed before the federal spending authority is formally obligated to the Project by the Federal Highway Administration. After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for one hundred percent (100%) of the cost of any work performed under its direction or control before the Federal spending authority is formally obligated.

- B.** If the Local Government will perform any work under this contract for which reimbursement will be provided by or through the State, the Local Government must complete training before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled *Local Government Project Procedures and Qualification for the Texas Department of Transportation*. The Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not designated a qualified individual to oversee the Project.
- C.** A Source of Funds estimate based on the Transportation Improvement Program (TIP) is also provided in Attachment C. Attachment C shows the percentage and estimated dollar amount to be contributed to the project by federal, state, and local sources. The parties agree that the LPAFA may be amended from time to time as required to meet the funding commitments based on revisions to the TIP, Federal Project Authorization and Agreement (FPAA), or other federal document.
- D.** The Local Government is responsible for all non-federal and non-state funding, unless otherwise provided for in this agreement or through amendment of this agreement. Where a Special Approval has been signed by the State, the Local Government shall only in that instance be responsible for overruns in excess of the amount to be paid by the Local Government.
- E.** Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment C. At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering for the project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction costs.
- F.** Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation." The check or warrant shall be deposited by the State and managed by the State. Funds may only be applied by the State to the Project. If after final Project accounting any excess funds remain, those funds may be applied by the State to the Local Government's contractual obligations to the State under another advance funding agreement with approval by appropriate personnel of the Local Government.
- G.** If any existing or future local ordinances, commissioners court orders, rules, policies, or other directives, including but not limited to outdoor advertising billboards and storm water drainage facility requirements, are more restrictive than State or Federal Regulations, or if any other locally proposed changes, including but not limited to plats or replats, result in increased costs, then any increased costs associated with the ordinances or changes will be paid by the Local Government. The cost of providing right of way acquired by the State shall mean the total expenses in acquiring the property interests either through negotiations or eminent domain proceedings, including but not limited to expenses related to relocation, removal, and adjustment of eligible utilities.

- H. When a Special Approval has been signed by the State so that the Local Government bears the responsibility for paying cost overruns, the Local Government shall make payment to the State within thirty (30) days from receipt of the State's written notification of those amounts.
- I. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Any entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
- J. Payment under this contract beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this contract shall be terminated immediately with no liability to either party.
- K. The Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice in a form and containing all items required by the State no more frequently than monthly and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred, and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.

13. Document and Information Exchange

The Local Government agrees to electronically deliver to the State all general notes, specifications, contract provision requirements, and related documentation in a Microsoft® Word or similar document. If requested by the State, the Local Government will use the State's document template. The Local Government shall also provide a detailed construction time estimate including types of activities and month in the format required by the State. This requirement applies whether the Local Government creates the documents with its own forces or by hiring a consultant or professional provider. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

14. Incorporation of Master Agreement Provisions

This LPAFA incorporates all of the governing provisions of the Master Agreement in effect on the date of final execution of this LPAFA, unless an exception has been made in this agreement.

15. Insurance

If this Agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

16. Debarment Certification

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance

Programs under Executive Order 12549, "Debarment and Suspension." By executing this Agreement, the Local Government certifies that it and its principals are not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party, to include principals, that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

17. Cost Principles and Office of Management and Budget (OMB) Audit Requirements

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in 2 CFR 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

18. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

Local Government:	State:
City Manager City of Killeen 101 North College Street Killeen, Texas 76541	Director of Contract Services Office Texas Department of Transportation 125 E. 11 th Street Austin, Texas 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

19. Civil Rights Compliance

The Local Government shall comply with the regulations of the U.S. Department of Transportation as they relate to non-discrimination (49 CFR Part 21 and 23 CFR Part 200), and Executive Order 11246 titled "Equal Employment Opportunity," as amended by Executive Order 11375 and supplemented in the Department of Labor Regulations (41 CFR Part 60).

20. Disadvantaged Business Enterprise (DBE) Program Requirements

- A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.
- B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.
- C. The Local Government shall set an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or

services to be acquired. The Local Government shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.

- D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.
- E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
- F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.*

21. Federal Funding Accountability and Transparency Act Requirements

- A. Any recipient of funds under this Agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms: <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf> and <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>
- B. The Local Government agrees that it shall:
1. Obtain and provide to the State a System for Award Management (SAM) number (Federal Acquisition Regulation, Part 4, Sub-part 4.11) if this award provides more than \$25,000 in Federal funding. The SAM number may be obtained by visiting the SAM website whose address is: <https://www.sam.gov/portal/public/SAM/>
 2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows the Federal government to track the distribution of federal money. The DUNS number may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform>; and
 3. Report the total compensation and names of its top five (5) executives to the State if:

- i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000; and
- ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

22. Single Audit Report

- A.** The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in 2 CFR 200.
- B.** If threshold expenditures are met during the Local Government's fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Audit Office, 125 E. 11th Street, Austin, TX 78701 or contact TxDOT's Audit Office at <http://www.txdot.gov/inside-txdot/office/audit/contact.html>. The expenditure threshold for fiscal years beginning prior to December 31, 2014 is \$500,000; the expenditure threshold for fiscal years beginning on or after December 31, 2014 is \$750,000.
- C.** If expenditures are less than the threshold during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Audit Office as follows: "We did not meet the \$_____ expenditure threshold and therefore, are not required to have a single audit performed for FY _____."
- D.** For each year the project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or the project has been formally closed out and no charges have been incurred within the current fiscal year.

23. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

CSJ # 0909-36-156
District # Waco (09)
Code Chart 64 # 22300
Project: Rosewood Extension
Federal Highway Administration
CFDA # 20.205
Not Research and Development

THIS AGREEMENT IS EXECUTED by the State and the Local Government in duplicate.

THE LOCAL GOVERNMENT

Glenn Morrison
City Manager
City of Killeen, Texas

Date

THE STATE OF TEXAS

Kenneth Stewart
Director of Contract Services
Texas Department of Transportation

Date

CSJ # 0909-36-156
District # Waco (09)
Code Chart 64 # 22300
Project: Rosewood Extension
Federal Highway Administration
CFDA # 20.205
Not Research and Development

ATTACHMENT A RESOLUTION OR ORDINANCE

Regular 10-27-15
Item # RS-15-081
CCM/R 15-123R

CITY COUNCIL MEMORANDUM FOR RESOLUTION

AGENDA ITEM

AUTHORIZE THE CITY MANAGER TO SUBMIT A SURFACE TRANSPORTATION PROGRAM METROPOLITAN MOBILITY APPLICATION TO THE KILLEEN - TEMPLE METROPOLITAN PLANNING ORGANIZATION TO COMPETE FOR CATEGORY 7 FUNDING TO CONSTRUCT AN EXTENSION TO ROSEWOOD DRIVE.

ORIGINATING DEPARTMENT

Public Works - Transportation Division

BACKGROUND INFORMATION

On September 25, 2015, the Killeen - Temple Metropolitan Planning Organization (KTMPPO), in cooperation with the Federal Highway Administration, issued a call for project nominations for the Surface Transportation Program Metropolitan Mobility (STPMM) funding. Under the program, the KTMPPO has received authority to allocate funds for qualifying transportation needs within the boundaries of designated metropolitan planning areas. The Texas Department of Transportation (TxDOT) refers to these funds as "Category 7."

Category 7 funds may be used for a variety of projects to include roadway, transit, or bicycle/pedestrian projects. Eligible projects are evaluated and ranked by the KTMPPO Technical Advisory Committee. If awarded, the qualifying entity must provide a minimum of 20% matching funds with 80% of allowable project costs being reimbursable. Cost-reimbursement programs require sponsors to pay for project costs up front with the funding agency providing reimbursement for expenses throughout various stages of the project. Funds are available for obligation for a period of three (3) years after the last day of the fiscal year for which the funds are authorized.

In recent project calls, the City of Killeen has successfully secured funding for several different hike and bike trail projects as well as one major roadway reconstruction project through other programs utilizing federal funds with similar requirements and obligations. Under the Transportation Alternatives Program (TAP), the City of Killeen has been awarded funding for the following: Andy K. Wells Hike and Bike Trail, Killeen Fort Hood Regional Trail, Segment 3, and Brookhaven/Rancier Hike and Bike Trail. On September 24, 2015, the City of Killeen was awarded \$2,448,281 for the Heritage Oaks Hike and Bike Trail.

DISCUSSION/CONCLUSION

With the submission of this grant application, the City of Killeen would generally be proposing to extend Rosewood Drive. The proposed project entails constructing a five-lane roadway, including a bridge over Trimmier Creek, and extending the existing Rosewood Drive south to Chaparral Road. The proposal would also include the continuation of the next Heritage Oaks Hike and Bike trail segment, which will connect to the existing trail along Rosewood Drive, to Harker Heights' Purser Family Park, to the Heritage Oaks park area and the recently awarded Heritage Oaks Hike and Bike Trail, Segment 4. This project would provide improved access and more transportation choices for the community, especially to commercial areas, by providing a continuous direct connection from the southernmost city limits to La Cascata and US 190, as well as creating another half-loop around the City from US 190 to SH 195 via Chaparral. This project would provide enhanced mobility within the City of Killeen as well as for the region and would also enhance public safety response times in the southeast quadrant of the city.

FISCAL IMPACT

In order to meet the spirit of KTMO goals, priority consideration is given to those projects that request federal funds for construction associated costs only. The project budget estimates that the total project costs would be approximately \$8,750,000. Under the proposed grant application, the City would provide approximately \$2,750,000 for a construction match and engineering services. If awarded the Category 7 grant, the City would be reimbursed up to \$6,000,000 (proposed grant request) as the project progresses. As with past projects, if the City were to be awarded the Category 7 funds, City staff proposes that the City advance funds necessary for the project as needed with the intention of passing a reimbursement resolution to cover the City's share of the project. When proceeds from the debt instrument are received and reimbursements throughout the course of the project, any amounts that had been previously advanced would be repaid.

Project Components	Funded By	COK Participation	STPMM Participation	Cost
Engineering Fees	100% COK	\$750,000		\$750,000
Construction Costs	25% COK/75% CAT 7	\$2,000,000	\$6,000,000	\$8,000,000
Total Costs:		\$2,750,000	\$6,000,000	\$8,750,000

RECOMMENDATION

Recommend that the City Council authorize the City Manager to submit a Surface Transportation Program Metropolitan Mobility - Category 7 application to the Killeen - Temple Metropolitan Planning Organization for the extension of Rosewood Drive and further that:

"The City of Killeen supports funding this project as shown in the nomination budget (including the 25% local match for construction costs) and commits to the project's development, implementation, construction, maintenance, management, and financing. The City of Killeen is willing and able to enter into an agreement with KTMO by resolution or ordinance should the project receive funding."

CSJ # 0909-36-156
District # Waco (09)
Code Chart 64 # 22300
Project: Rosewood Extension
Federal Highway Administration
CFDA # 20.205
Not Research and Development

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 special meeting of the City Council of the City of Killeen, Texas, this the 27th day of October, 2015, at which meeting a quorum was present, held in accordance with the provisions of V.T.C.A., Government Code, § 551.001 *et seq.*

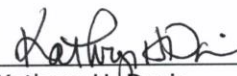
APPROVED



Scott Cospers
MAYOR

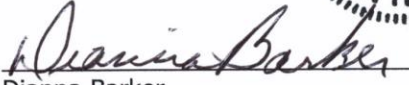


APPROVED AS TO FORM:



Kathryn H. Davis
CITY ATTORNEY

ATTEST:



Dianna Barker
CITY SECRETARY

CSJ # 0909-36-156
District # Waco (09)
Code Chart 64 # 22300
Project: Rosewood Extension
Federal Highway Administration
CFDA # 20.205
Not Research and Development

ATTACHMENT B PROJECT LOCATION MAP



**ATTACHMENT C
 PROJECT BUDGET ESTIMATE AND SOURCE OF FUNDS**

Costs will be allocated based on 80% Federal funding and 20% Local Government funding until the federal funding reaches the maximum obligated amount. The Local Government will then be responsible for 100% of the costs.

Description	Total Estimated Cost	Federal Participation		State Participation		Local Participation	
		%	Cost	%	Cost	%	Cost
Environmental (by Local Government)	\$5,000	0%	\$0	0%	\$0	100%	\$5,000
Engineering (by Local Government)	\$750,000	80%	\$600,000	0%	\$0	20%	\$150,000
Construction (by Local Government)	\$5,265,981	80%	\$4,212,785	0%	\$0	20%	\$1,053,196
Construction (by Local Government)	\$1,695,519	0%	\$0	0%	\$0	100%	1,695,519
Subtotal	\$7,716,500		\$4,812,785		\$0		\$2,903,715
Environmental Direct State Costs	\$7,155	80%	\$5,724	0%	\$0	20%	\$1,413
Right of Way Direct State Costs	\$7,155	80%	\$5,724	0%	\$0	20%	\$1,413
Engineering Direct State Costs	\$50,085	80%	\$40,068	0%	\$0	20%	\$10,017
Utility Direct State Costs	\$7,155	80%	\$5,724	0%	\$0	20%	\$1,413
Construction Direct State Costs	\$166,950	80%	\$133,560	0%	\$0	20%	\$33,390
Indirect State Costs	\$8,000	0%	\$0	100%	\$8,000	0%	\$0
TOTAL	\$7,963,000		\$5,003,585		\$8,000		\$2,951,415

Initial payment by the Local Government to the State: \$14,256

Payment by the Local Government to the State before construction: \$33,390

Estimated total payment by the Local Government to the State \$47,646

This is an estimate. The final amount of Local Government participation will be based on actual costs.



City of Killeen

Legislation Details

File #: PH-16-010 **Version:** 1 **Name:** Stagecoach Phase II Budget Amendment
Type: Ordinance/Public Hearing **Status:** Public Hearings
File created: 2/29/2016 **In control:** City Council
On agenda: 3/22/2016 **Final action:**
Title: HOLD a public hearing and consider an ordinance amending the FY 2016 Annual Budget and Plan of Municipal Services of the City of Killeen by increasing Certificates of Obligation 2011 fund accounts by \$434,000 to fund Stagecoach Road Reconstruction Phase II.
Sponsors: Finance Department, Public Works Department
Indexes:
Code sections:
Attachments: [Council Memorandum](#)
[Ordinance](#)

Date	Ver.	Action By	Action	Result
3/15/2016	1	City Council Workshop		

CITY COUNCIL MEMORANDUM

AGENDA ITEM

Budget Amendment for Stagecoach Road Reconstruction Phase II

ORIGINATING DEPARTMENT

Finance

BACKGROUND INFORMATION

Various projects are funded through the Capital Improvement Program (CIP). The CIP is funded through the issuance of revenue bonds, general obligation bonds, and certificates of obligation and can be used only for purposes outlined in the bond covenant.

In July 2013, the council approved staff recommendation to award a contract to McLean Construction for the Stagecoach Road Reconstruction Phase II (CCMR 13-087R).

In October 2014, the council approved staff recommendation to award a contract to Gary W. Purser Construction for the Elms Road Extension Project (CCMR 14-139R).

In March 2015, the council approved additional funding for contingency-related expenditures and change orders for the Stagecoach Road Reconstruction and Elms Road Extension projects (CCMO 15-015).

DISCUSSION/CONCLUSION

The City of Killeen approves the CIP budget along with the Annual Budget and Plan of Municipal Services in September each year. Although staff provides estimates based upon the best information at the time, the budget needs to be amended periodically as more accurate information becomes available. Changes in scope, schedules, or a shortage of funds due to unforeseen circumstances require that a budget amendment be approved by City Council.

Additional funds are needed to complete the Stagecoach Road Reconstruction Phase II project.

FISCAL IMPACT

The 2011 Certificates of Obligation Fund will increase by \$434,000 for Stagecoach Road Reconstruction Phase II to finish the project. Upon approval, changes to the FY 2016 budget are as follows:

Expenditures

Account	Description	Original Budget	Change	Amended Budget
343-3490-800-58-36	Stagecoach	\$3,595,257	\$434,000	\$4,029,257

RECOMMENDATION

Staff recommends that City Council approve the attached ordinance amending the FY 2016 Annual Budget and Plan of Municipal Services increasing the Certificates of Obligation 2011 fund accounts by \$434,000 for the Stagecoach Road Reconstruction Phase II project.

ORDINANCE _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KILLEEN, TEXAS, AMENDING THE FY 2016 ANNUAL BUDGET AND PLAN OF MUNICIPAL SERVICES OF THE CITY OF KILLEEN BY INCREASING CERTIFICATES OF OBLIGATION 2011 FUND ACCOUNTS BY \$434,000; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT WITH THIS ORDINANCE; PROVIDING A SAVINGS CLAUSE AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, a budget for operating the municipal government of the City of Killeen for the Fiscal Year October 1, 2015, to September 30, 2016, has been adopted by City Council in accordance with the City Charter; and

WHEREAS, it is the desire of the Killeen City Council to increase the Certificate of Obligation 2011 Fund accounts by adding funds for the Stagecoach Road Reconstruction Phase II project; and

WHEREAS, the need for the additional funds requires a budget amendment;

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

SECTION I. That Ordinance 15-044 adopting a budget for operating the municipal government of the City of Killeen for the Fiscal Year October 1, 2015, to September 30, 2016, be amended as to the portion of said budget as follows:

Expenditures

		Original		Amended
Account	Description	Budget	Change	Budget
343-3490-800-58-36	Stagecoach	\$3,595,257	\$434,000	\$4,029,257

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

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

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

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

PASSED AND APPROVED at a regular meeting of the City Council of the City of Killeen, Texas, this 22nd day of March, 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

Scott Cospers, MAYOR

ATTEST:

Dianna Barker, CITY SECRETARY

APPROVED AS TO FORM:

Kathryn H. Davis, CITY ATTORNEY



City of Killeen

Legislation Details

File #: PH-16-011A **Version:** 1 **Name:** Flum 15-32
Type: Ordinance/Public Hearing **Status:** Public Hearings
File created: 1/29/2016 **In control:** City Council
On agenda: 3/22/2016 **Final action:**
Title: HOLD a public hearing and consider an ordinance requested by Stanley Secrest and Faurie Investments, L. L. C. to amend the Comprehensive Plan's Future Land Use Map (FLUM) from 'Rural' to 'General Commercial' (FLUM# Z15-32) for approximately .796 acre, being Lot 1, Block 1, Secrest Addition. The property is located at 12197 S. H. 195, Killeen, Texas.
Sponsors: Planning & Development Dept
Indexes:
Code sections:
Attachments: [Council Memorandum](#)
[Attachment to Council Memorandum](#)
[Minutes](#)
[Application](#)
[Ordinance](#)

Date	Ver.	Action By	Action	Result
3/15/2016	1	City Council Workshop		

CITY COUNCIL MEMORANDUM

AGENDA ITEM

COMPREHENSIVE PLAN FUTURE LAND USE MAP (FLUM) AMENDMENT: 'RURAL' TO 'GENERAL COMMERCIAL'

ORIGINATING DEPARTMENT

PLANNING & DEVELOPMENT SERVICES

Nature of the Request

The applicants, Stanley Secrest and Faurie Investments, L. L. C., are requesting to amend the Comprehensive Plan's Future Land Use Map (FLUM) to change a 'Rural' designated area to a 'General Commercial' designated area for approximately .796 acre, being Lot 1, Block 1, Secrest Addition. The property is located at 12197 S. H. 195, Killeen, Texas.

Land Use Plan: The property is designated as 'Rural' on the Future Land Use Map (FLUM) of the Comprehensive Plan.

Plan Recommendation: The 'Rural' designation encourages the following land uses and has the following characteristics:

- Residential Homesteads
- Agricultural Uses and agriculture-focused commercial retail.
- Natural and protected floodplain areas.
- Wide open landscapes, with no sense of enclosure, and views to the horizon unbroken by buildings.
- Very high open space ratios and very low building coverage.
- Very low-density development, providing privacy and detachment from other dwellings in the area.
- Much greater reliance on natural drainage systems, except where altered significantly by agricultural operations.

If approved, the 'General Commercial' designation encourages the following land uses and has the following characteristics:

- Wide range of commercial, retail and service uses, at varying scales and intensities depending on the site.
- Office (both large and/or multi-story buildings and small-scale office uses depending on the site).
- Public/institutional
- Parks and public spaces
- Auto-Oriented character, which can be offset by enhanced building design, landscaping, reduced site coverage, well-designed signage, etc.

Figure 1. Future Land Use Map (FLUM)

See Attachment

The items below should be reviewed and addressed when a Future Land Use & Character map adjustment is proposed:

- **Scope of Amendment:** Is the proposed map change limited to one or a few parcels, or would it affect a much larger area? *The amendment would affect approximately .796 acre, and should be considered a small scale amendment.*
- **Change in Circumstances:** What specific conditions (e.g., population size and/or characteristics, area character and building form, property/structure conditions, infrastructure or public services, market factors including need for more land in a particular designation, etc.) have changed sufficiently to render the current map designation(s) inappropriate or out-of-date? *The 'Rural' land use designation was applied along both sides of the S. H. 195 at the time of the Comprehensive Plan's inception. As this southern corridor has continued to emerge, commercial uses have developed. This specific piece of property was zoned for commercial use (2008) prior to the development of the Comprehensive Plan and FLUM.*
- **Consistency with Other Plans:** In addition to the Comprehensive Plan, is the proposed map change consistent with the intent and policy direction of any applicable small area plans, utility or drainage plans, or other City plans? *The proposed map change is consistent with other City planning efforts (Water and Wastewater Master Plan, Thoroughfare Plan, Parks Master Plan).*
- **Adequate Information:** Do City staff, the Planning and Zoning Commission, and/or City Council have enough and appropriate information to move ahead with a decision (e.g., utility capacity, potential traffic impacts, other public service implications, resident/stakeholder concerns and input)? *Staff has sufficient information regarding utility capacity and roadway level of service for this area.*
- **Stakeholder Input:** What points, concerns, and insights have been raised by area residents, property owners, business owners, or others? *With the exception of listing this action as a public hearing item on the Planning and Zoning Commission's agenda, there is no public notice requirement for this amendment action.*

Recommendation

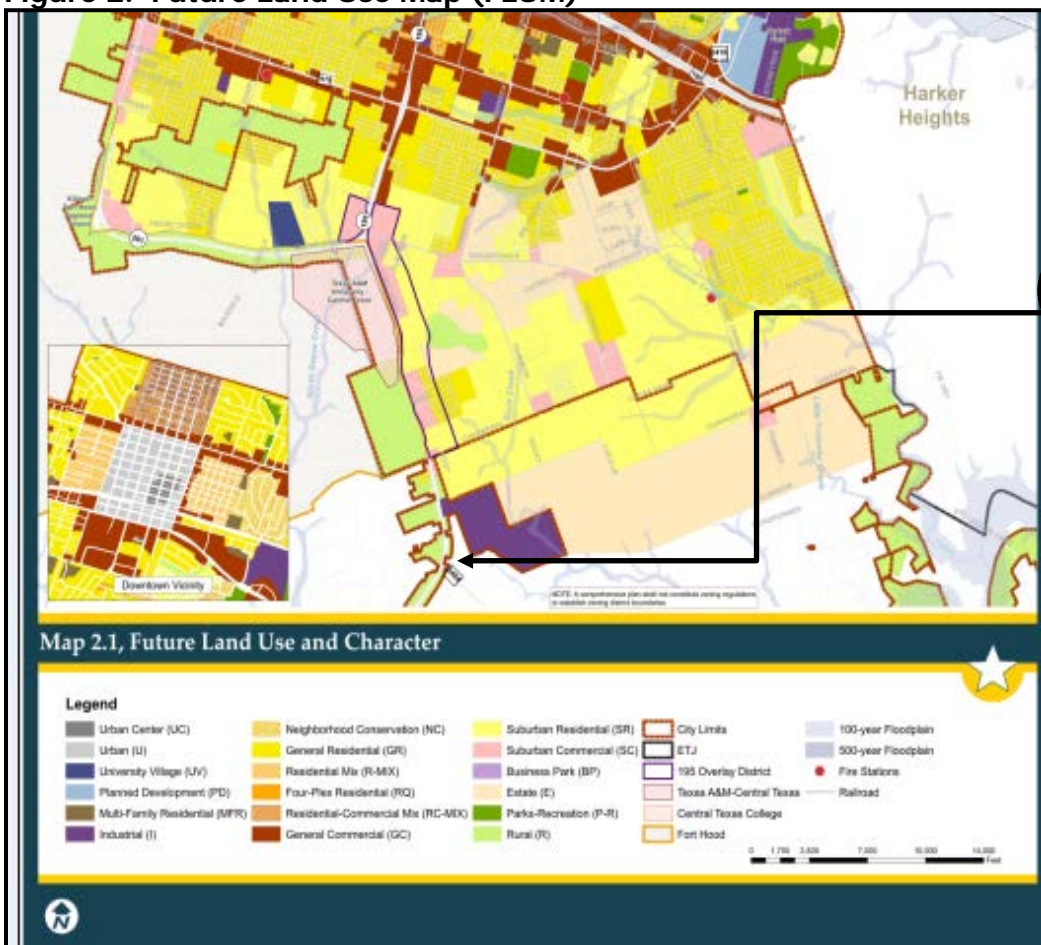
The Planning and Zoning Commission recommended approval of the applicant's request for an amendment of the Future Land Use Map (FLUM) from 'Rural' to 'General Commercial' by a vote of 7 to 0.

Figure 1. Aerial Map (Google Map data)



KEY: Area requested for future land use amendment

Figure 2. Future Land Use Map (FLUM)



Subject

Note: Subject area has been designated as 'Rural'

**MINUTES
PLANNING AND ZONING COMMISSION MEETING
MARCH 7, 2016**

**CASE #FLUM 15-32
RURAL TO GENERAL COMMERCIAL**

HOLD a public hearing and consider a request by Stanley Secrest and Faurie Investments, L.L.C. to amend the Comprehensive Plan's Future Land Use Map (FLUM) to change a 'Rural' designated area to a 'General Commercial' designated area for Lot 1, Block 1, Secrest Addition. The property is locally known as 12197 S. Fort Hood Street (S.H. 195), Killeen, Texas.

Chairman Frederick requested staff comments.

Senior Planner Charlotte Hitchman stated that the applicant is requesting to amend the Comprehensive Plan's Future Land Use Map (FLUM) to change a 'Rural' designated area to a 'General Commercial' designated area for approximately 0.796 acre, being Lot 1, Block 1, Secrest Addition. The property is located at 12197 S. H. 195, Killeen, Texas.

Staff recommended approval of amending the FLUM from 'Rural' to 'General Commercial' for this area. The Comprehensive Plan forms a framework where decision-makers have the flexibility to encourage land use balance and enhance economic development success. An amendment to the FLUM for this property will be consistent with the projected commercial growth anticipated for this area and will encourage supporting commercial retail activity. Staff recommended approval of the FLUM amendment.

Chairman Frederick opened a public hearing for comments on amending the FLUM.

Mr. Pedro Quintero spoke in support of amending the FLUM. Mr. Dick Young, 6501 Stagecoach Road also spoke in support of the amendment.

With no one else requesting to speak the public hearing was closed.

Vice Chair Dorroh motioned to recommend approval of the amendment to the FLUM. Commissioner Dillard seconded the motion. The motion passed 7-0.

Chairman Frederick stated this will be forwarded to City Council with a recommendation for approval.



Date Paid:	<u>11/23/15</u>
Amount Paid:	\$ <u>100</u>
Cash/MO #/Check #:	# <u>1230</u>
Receipt #:	<u>333</u>

CASE #: FLUM15-32

City of Killeen FLUM Amendment Application

Name(s) of Property Owner: Stanley Secrest and Faurie Investments, LLC

Current Address: 1406 Eagle Trail

City: Copperas Cove State: Texas Zip: 76522

Home Phone: () _____ Business Phone: () _____ Cell Phone: (254) 394-4754

Email: _____

Name of Applicant: Same as Property Owner
(If different than Property Owner)

Address: Same as Property Owner

City: Same as Property Owner State: Same as Property Owner Zip: Same as Property Owner

Home Phone: () _____ Business Phone: () _____ Cell Phone () Same as Property Owner

Email: _____

Address/Location of property proposed for FLUM amendment: 12197 State Hwy. 195, Killeen, TX

A 0.796 acre tract of land in Bell County, Texas, being part of the G. W. Allison Survey, Abstract No. 52, and the land herein described being part of a called 9.987 acre tract

Legal Description: conveyed to Loren E. Williams and Marion M. Williams, being recorded in Volume 3455, Page 182, Official Public Records of Real Property, Bell County, Texas.

Metes & Bounds or Lot(s) Block Subdivision

Type of Ownership: _____ Sole Ownership Partnership _____ Corporation _____ Other

Present FLUM Designation: Rural Present Use: Undeveloped

Proposed FLUM Designation: General Commercial Proposed Use: Commercial

This property was conveyed to owner by deed dated 12/31/2012 and recorded in Volume 8419, Page 414, Instrument Number 201300001028 of the Bell County Deed Records. (Attached)

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: Quintero Engineering, LLC

Mailing Address: P.O. Box 4386

City: Killeen State: Texas Zip: 76540 - _____

Home Phone: (____) N/A Business Phone: (254) 493-0744 Email: pquintero@quinteroeng.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 FLUM amendment 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 my 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  Title President

Printed/Typed Name of Agent Pedro Quintero, P.E. Date 11/20/15

Signature of Agent _____ Title _____

Printed/Typed Name of Agent _____ Date _____

Signature of Applicant _____ Title _____

Printed/Typed Name of Applicant Same as Property Owner Date _____

Signature of Property Owner  Title Owner

Printed/Typed Name of Property Owner Stanley Secrest Date 11-23-15

Signature of Property Owner  Title Owner

Printed/Typed Name of Property Owner Harold Faurie for Faurie Investments, LLC Date 11/23/15

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.

ORDINANCE _____

AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN'S FUTURE LAND USE MAP FROM 'RURAL' TO 'GENERAL COMMERCIAL' FOR LOT 1, BLOCK 1, SECREST ADDITION, BEING LOCALLY KNOWN AS 12197 S. H. 195, KILLEEN, TEXAS; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, the City of Killeen finds that Chapter 213.003 of the Local Government Code enables municipalities to adopt and amend comprehensive plans in the interest of coordinating long-range development of the municipality.

WHEREAS, the Planning and Zoning Commission has received a zoning request from Stanley Secrest and Faurie Investments, L.L.C. which would require a revision to the Future Land Use Map (FLUM) of the Comprehensive Plan, to change Lot 1, Block 1, Secrest Addition from 'Rural' to 'General Commercial'; said revision having been duly presented and recommended for approval of 'General Commercial' by the Planning and Zoning Commission of the City of Killeen on the 7th day of March 2016, and due notice of the filing of said revision and the date of hearing thereon was given as required by law, and hearing on said request was set for 5:00 P.M., on the 22nd day of March 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 opinion that the amendment should be approved;

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

SECTION I: That the land use designation of Lot 1, Block 1, Secrest Addition be

amended from 'Rural' to 'General Commercial', being located along the west right-of-way of S. H. 195 and being locally addressed as 12197 S. H. 195, 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 22nd day of March 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:

Scott Cospers
MAYOR

ATTEST:

Diana Barker
CITY SECRETARY

APPROVED AS TO FORM

Kathryn H. Davis
CITY ATTORNEY

Case #: FLUM #Z15-32
Ord#: 16-___



City of Killeen

Legislation Details

File #: PH-16-011B **Version:** 1 **Name:** Zoning 15-32
Type: Ordinance/Public Hearing **Status:** Public Hearings
File created: 1/29/2016 **In control:** City Council
On agenda: 3/22/2016 **Final action:**
Title: HOLD a public hearing and consider an ordinance requested by Stanley Secrest and Faurie Investments, L.L.C. (Case #Z15-32) to rezone Lot 1, Block 1, Secrest Addition, from "B-3" (Local Business District) to "B-5" (Business District). The property is locally known as 12197 S. H. 195, Killeen, Texas.
Sponsors: Planning & Development Dept
Indexes:
Code sections:
Attachments: [Council Memorandum](#)
[Attachment to Council Memorandum](#)
[Minutes](#)
[Ordinance](#)
[Application](#)
[Location Map](#)
[Buffer Map](#)
[Considerations](#)

Date	Ver.	Action By	Action	Result
3/15/2016	1	City Council Workshop		

CITY COUNCIL MEMORANDUM

AGENDA ITEM

ZONING CASE #Z15-32 "B-3" (LOCAL BUSINESS DISTRICT) TO "B-5" (BUSINESS DISTRICT)

ORIGINATING DEPARTMENT

PLANNING & DEVELOPMENT SERVICES

Stanley Secrest and Faurie Investments, L.L.C. submits this request to rezone Lot 1, Block 1, Secrest Addition, from "B-3" (Local Business District) to "B-5" (Business District). The property is locally known as 12197 S. H. 195, Killeen, Texas.

A building or premises in the "B-5" Business District shall be used only for the following purposes:

- (1) Any use permitted in the "B-4" district.
- (2) Building material and lumber sales (outside storage permitted).
- (3) Storage warehouse, greater than twenty-five thousand (25,000) square feet.
- (4) Veterinarian clinic or pet kennel with outside pens.
- (5) Railroad or bus passenger terminal.
- (6) Tire recapping or retreading.
- (7) Impound yards provided no salvaging or dismantling is allowed on the premises and site is properly screened.
- (8) Any commercial use not included in any other district, provided such use does not involve salvaging, manufacturing or industrial type storage or dismantling, and is not noxious or offensive because of odors, dust, noise, fumes or vibrations.
- (9) Mobile home sales.
- (10) Tattooing (as licensed per Texas Health and Safety Code, chapter 146, as amended).

Property Specifics

Applicants/Property Owners: Stanley Secrest and Faurie Investments, L.L.C.

Property Location: The property is located along the west right-of-way of S. H. 195 and is locally addressed as 12197 S. H. 195, Killeen, Texas.

Legal Description: Lot 1, Block 1, Secrest Addition.

Zoning/ Plat Case History:

- This property was rezoned from "A" (Agricultural District) to "B-3" (Local Business District) on November 25, 2008 per Ordinance #08-097.
- The property is platted as Lot 1, Block 1, Secrest Addition, which was filed for record on December 30, 2015 in Instrument Number 2015-00049373.

Character of the Area

Existing Land Use(s) on the Property: There is a modular building on this property.

Figure 1. Zoning 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: This memorandum provides advice on the availability of public water, sanitary sewer, and drainage utility services to the above subject property. The tract lies outside of the City of Killeen's Certificate of Convenience and Necessity (CCN) for public water utility service. Any existing public potable water main abuts the frontage of the property. The main that would serve the property is an asset owned by West Bell County Water Supply Corporation (WBCWSC), the current authorized retail water purveyor for this area of Bell County. The exact size and location of the main serving the property is unknown. The property is required to be platted for the purpose of a development permit. The developer is required to develop a plan of service to provide adequate domestic and fire flows in accordance with the City of Killeen Code of Ordinances and other applicable development criteria. A permit applicant is solely responsible for, and shall perform and submit the results of all required testing of the public water mains to confirm adequate flow and pressure exists to support any Code-mandated fire protection measures. The City does not have immediate plans to acquire any portion of the WBCWSC CCN that encompasses the property to be re-zoned. The City of Killeen's 2012 Water and Wastewater Master Plan identifies water utility capital improvements along S.H. 195 (south of Chaparral Road) in the 2025-2027 bond project cycle.

Currently, public sanitary sewer utility service is not available to property. The City of Killeen's 2012 Water and Wastewater Master Plan identifies sanitary sewer utility capital improvements along S.H. 195 (south of Chaparral Road) in the 2025-2032 planning horizon. While public sanitary sewer utility service is not immediately available to the property, any development will be required to be served by an onsite sanitary sewer facility (OSSF) that is designed and constructed in accordance with the state's OSSF regulations, as implemented under the authority of the Bell County Public Health District (BCPHD). Any existing OSSF within the boundary of the property that would serve new development would be required to be re-certified for use by the BCPHD.

Transportation:

Existing conditions: The tract has direct access to S. H. 195, which is classified as 110' principal arterial on the City's adopted Thoroughfare Plan. The applicant is advised that ingress/egress is controlled by the state and will be disciplined by TxDOT's Access Management Policies when the property is developed.

Proposed Improvements: No improvements are being proposed to this arterial as part of this development.

Projected Traffic Generation: Marginal.

Environmental Assessment

Topography: The property slopes downward in a southeasterly orientation; the elevation ranges from 926' on the western property boundary to 922' on the eastern property boundary.

Regulated Floodplain/Floodway/Creek: This property is located in a Zone X Special Flood Hazard Area (SFHA). There are no known wetlands on this parcel. Currently sheet flow runoff on this development flows from the front of the parcel to the S.H. 195 right-of-way prior to entering the Lampasas River prior to leaving the City. This section of the Lampasas River is not currently listed on the TCEQ's 2012 303(d) water quality list for impairment.

Land Use Analysis

Land Use Plan: This area is designated as 'Rural' on the Future Land Use Map (FLUM) of the Comprehensive Plan.

Plan Recommendation: The 'Rural' designation exemplifies wide open landscapes, with no sense of enclosures, and views to the horizon unbroken by buildings. It encourages high open space ratios and very low building coverage.

Consistency: The proposal is not consistent with the Comprehensive Plan; however staff is recommending an amendment to 'General Commercial' to the FLUM.

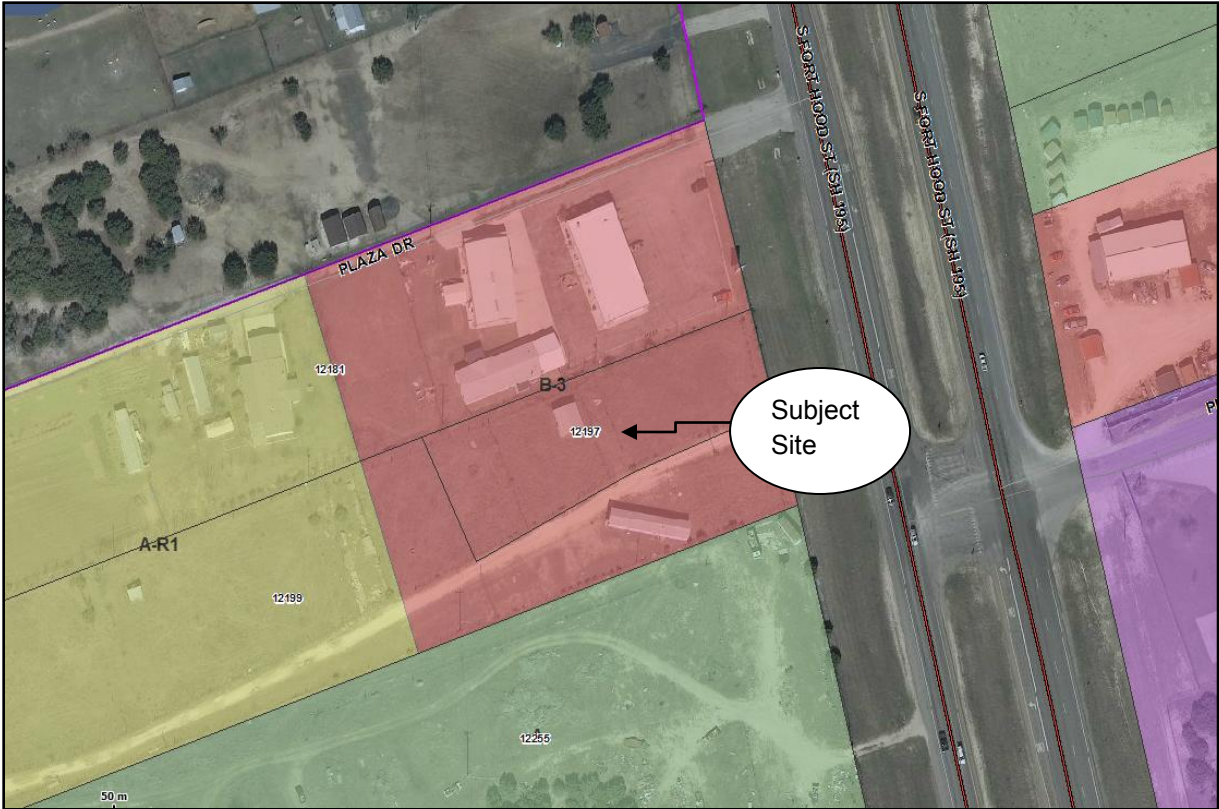
Public Notification

Staff notified 3 surrounding property owners within the 200' notification area. Staff has received no responses for this property.

Recommendation

The Planning & Zoning Commission recommended approval for "B-5" zoning by a vote of 7 to 0.

Figure 1. Zoning Map



**MINUTES
PLANNING AND ZONING COMMISSION MEETING
MARCH 7, 2016**

**CASE #Z15-32
B-3 TO B-5**

HOLD a public hearing and consider a request by Stanley Secrest & Faurie Investments, L.L.C. to rezone Lot 1, Block 1, Secrest Addition, from B-3 (Local Business District) to B-5 (Business District). The property is locally known as 12197 S. Fort Hood Street (SH 195), Killeen, Texas.

Chairman Frederick requested staff comments.

Senior Planner Charlotte Hitchman stated that Stanley Secrest and Faurie Investments, L.L.C. submitted this request to rezone 12197 S. H. 195 from “B-3” (Local Business District) to “B-5” (Business District). The tract has direct access to S. H. 195, which is classified as 110’ principal arterial on the City’s adopted Thoroughfare Plan. The property has been platted.

This property was rezoned from “A” (Agricultural District) to “B-3” (Local Business District) on November 25, 2008 per Ordinance #08-097 prior to the FLUM being adopted by City Council.

Staff notified three (3) surrounding property owners with the 200’ notification boundary. No responses have been received.

Staff recommends approval of the applicant’s rezoning request to “B-5”.

Mr. Pedro Quintero, Quintero Engineering, LLC, 415 E. Avenue D, Killeen, Texas, was present to represent this request.

Chairman Frederick opened the public hearing.

Mr. Dick Young spoke in support and stated that “B-5” (Business District) is the best land along the 195 corridor.

With no one else requesting to speak, the public hearing was closed.

Commissioner DeHart motioned to recommend approval zoning request. Commissioner Cooper seconded the motion.

Commissioner Alvarez stated that his reasons for supporting the rezoning request were because of what the agent said the owner is willing to do in regards to landscaping, masonry wall and that the buildings will complement the adjacent overlay districts.

The motioned was passed by a vote of 7-0.

Chairman Frederick stated that this will be heard by 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 B-3 (LOCAL BUSINESS DISTRICT) TO B-5 (BUSINESS DISTRICT); PROVIDING A SAVINGS CLAUSE; PROVIDING FOR THE REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Stanley Secrest and Faurie Investments, L.L.C. have presented to the City of Killeen a request for amendment of the Zoning Ordinance of the City of Killeen by changing the classification of Lot 1, Block 1, Secrest Addition from B-3 (Local Business District) to B-5 (Business District), said request having been duly presented and recommended for approval by the Planning and Zoning Commission of the City of Killeen on the 7th day of March 2016, and due notice of the filing of said request and the date of hearing thereon was given as required by law, and hearing on said request was set for 5:00 P.M., on the 22nd day of March 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 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 B-3 (Local Business District) to B-5 (Business District) for Lot 1, Block 1, Secrest Addition, being locally known as 12197 S. H. 195, 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 22nd day of March 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:

Scott Cospers, MAYOR

ATTEST:

Dianna Barker, CITY SECRETARY

APPROVED AS TO FORM

Kathryn H. Davis, City Attorney

Case #15-32

Ord #



Date Paid:	<u>11/20/15</u>
Amount Paid:	\$ <u>300</u>
Cash/MO #/Check #:	# <u>1228</u>
Receipt #:	<u>329</u>

CASE #: 215-32

City of Killeen Zoning Change Application

General Zoning Change **Conditional Use Permit**

Name(s) of Property Owner: Stanley Secret and Faurie Investments, LLC

Current Address: 1406 Eagle Trail

City: Copperas Cove State: Texas Zip: 76522

Home Phone: () _____ Business Phone: () _____ Cell Phone: (254) 394-4754

Email: _____

Name of Applicant: Same as Property Owner

(If different than Property Owner)

Address: Same as Property Owner

City: Same as Property Owner State: Same as Property Owner Zip: Same as Property Owner

Home Phone: () _____ Business Phone: () _____ Cell Phone () Same as Property Owner

Email: _____

Address/Location of property to be rezoned: 12197 State Hwy. 195, Killeen

A 0.796 acre tract of land in Bell County, Texas, being part of the G. W. Allison Survey, Abstract No. 52, and the land herein described being part of a called 9.987 acre tract

Legal Description: conveyed to Loren E. Williams and Marion M. Williams, being recorded in Volume 3455, Page 182, Official Public Records of Real Property, Bell County, Texas.

Surveyor's Sketch
 Metes & Bounds or
 Lot(s) Block
 Subdivision

Is the rezone request consistent with the Comprehensive Plan? YES NO

Type of Ownership: _____ Sole Ownership Partnership _____ Corporation _____ Other

Present Zoning: B-3 Present Use: Undeveloped

Proposed Zoning: B-5 Proposed Use: Commercial

Conditional Use Permit for: N/A

This property was conveyed to owner by deed dated 12/31/2012 and recorded in Volume 8419, Page 414, Instrument Number 201300001028 of the Bell County Deed Records. (Attached)

Is this the first rezoning application on a unilaterally annexed tract?
 Yes (Fee not required) No (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: Quintero Engineering, LLC

Mailing Address: P.O. Box 4386

City: Killeen State: Texas Zip: 76540 - _____

Home Phone: (____) N/A Business Phone: (254) 493-0744 Email: pquintero@quinteroeng.com

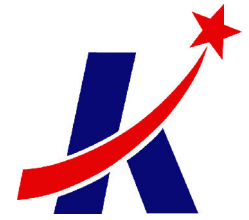
I acknowledge and affirm that I will be legally bound by the words and acts of my agent, and by my signature below, I fully authorize my agent to:

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 ace, 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 <u></u>	Title <u>President</u>
Printed/Typed Name of Agent <u>Pedro Quintero, P.E.</u>	Date <u>11/20/15</u>
Signature of Applicant <u></u>	Title <u>Owner</u>
Printed/Typed Name of Applicant <u>Stanley Secrest</u>	Date <u>11/20/15</u>
Signature of Property Owner <u></u>	Title <u>Owner</u>
Printed/Typed Name of Property Owner <u>Harold Faurie for Faurie Investments, LLC</u>	Date <u>11/20/15</u>
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.



PLANNING AND
DEVELOPMENT SERVICES

ZONING CASE:

Z15-32

ZONING FROM:

B -3 To B -5

APPLICANT:

STANLEY SECREST &
FAURIE INVESTMENTS, LLC




PROPERTY OWNER:

STANLEY SECREST &
FAURIE INVESTMENTS, LLC

LEGAL DESCRIPTION:

LOT 1, BLOCK 1
SECREST ADDITION

LEGEND

-  Zoning Case
-  Parcel
-  City Limits



Date: 1/22/2016

CHAPARRAL RD

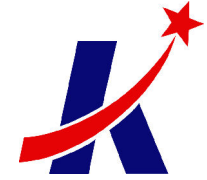
BRANDY LOOP

PLAZA DR

PROJECT
LOCATION

S FORT HOOD ST (SH 195)
S FORT HOOD ST (SH 195)

PRIVATE DR



**PLANNING AND
DEVELOPMENT SERVICES**

ZONING CASE:

Z15-32

ZONING FROM:

B -3 To B -5

APPLICANT:

STANLEY SECREST &
FAURIE INVESTMENTS, LLC







PROPERTY OWNER:

STANLEY SECREST &
FAURIE INVESTMENTS, LLC

LEGAL DESCRIPTION:

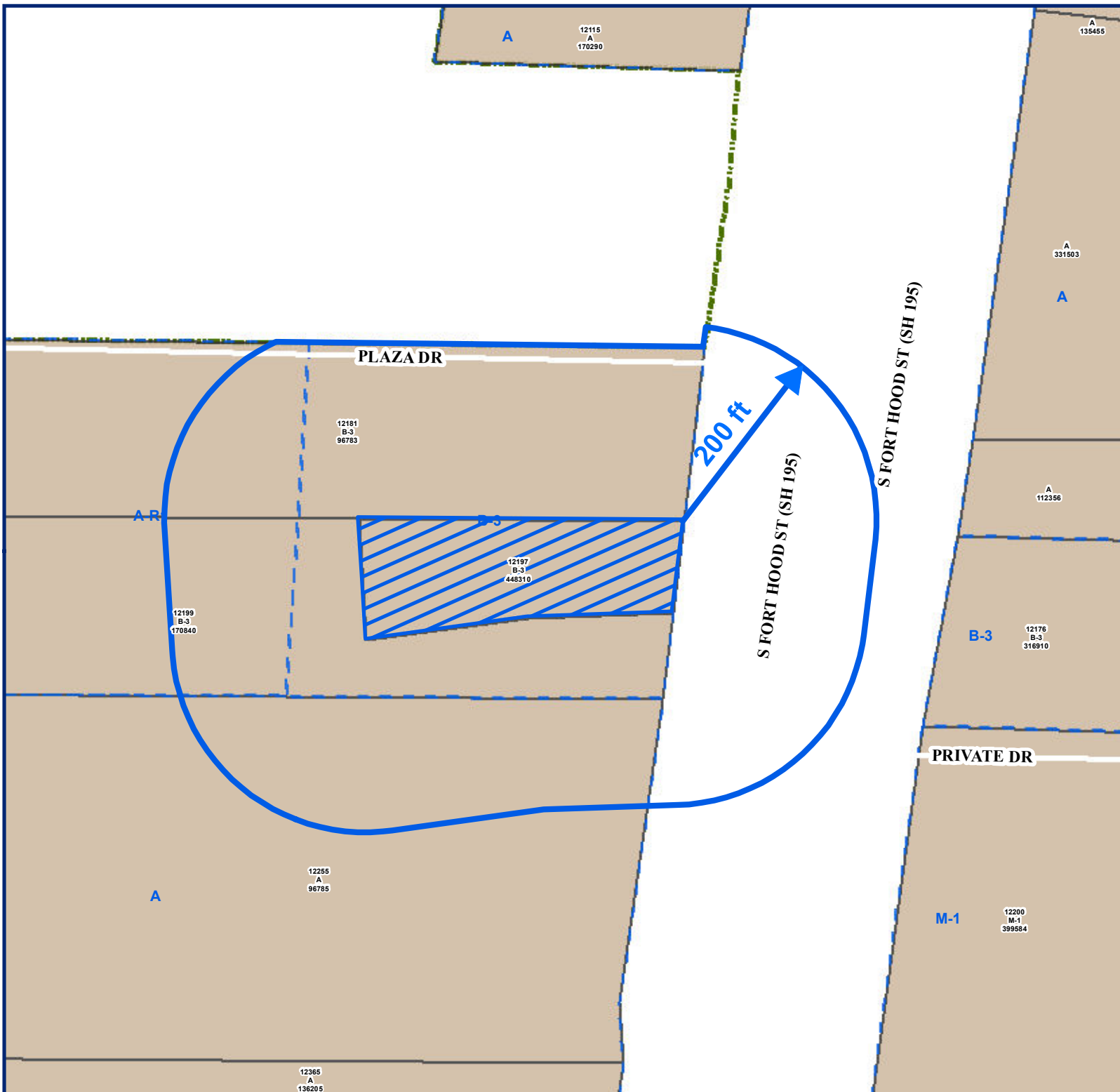
LOT 1, BLOCK 1
SECREST ADDITION

LEGEND

-  200' Buffer
-  Zoning Case
-  Current Zoning
-  Subdivision
-  Parcel
-  City Limits



Date: 1/22/2016



CONSIDERATIONS

Texas Supreme Court in Pharr v. Tippitt, 616 S. W 2nd 173 (Tex 1981) established general guidelines which the Planning and Zoning Commission and City Council should take into consideration when making their respective recommendation and decision on a zoning request.

A. General Factors to Consider:

Is the request in accordance with the comprehensive plan?

Is the request designed to lessen congestion in the streets; secure safety from fire, panic or other dangers; promote health and the general welfare; provide adequate light and air; prevent the overcrowding of land; avoid undue concentration of population; or facilitate the adequate provision of transportation, water, sewers, schools, parks and other public requirements?

What if any, is the nature and degree of an adverse impact upon neighboring lands?

The suitability or unsuitability of the tract for use as presently zoned.

Whether the amendment bears a substantial relationship to the public health, safety, morals or general welfare or protects and preserves historical and cultural places and areas.

Whether there is a substantial public need or purpose for the new zoning.

Whether there have been substantially changed conditions in the neighborhood.

Is the new zoning substantially inconsistent with the zoning of neighboring lands? (Whether the new zoning is more or less restrictive.)

The size of the tract in relation to the affected neighboring lands – is the tract a small tract or isolated tract asking for preferential treatment that differs from that accorded similar surrounding land without first proving changes in conditions?

Any other factors which will substantially affect the health, safety, morals or general welfare.

B. Conditional Use Permit (if applicable)

Whether the use is in harmonious with and adaptable to buildings, structures and use of abutting property and other property in the vicinity of the premises under construction.

C. Conditions to Consider

1. Occupation shall be conducted only by members of family living in home.
2. No outside storage or display
3. Cannot change the outside appearance of the dwelling so that it is altered from its residential character.
4. Cannot allow the performance of the business activity to be visible from the street.
5. Cannot use any window display to advertise or call attention to the business.
6. Cannot have any signs
7. No off-street parking or on-street parking of more than two (2) vehicles at any one time for business related customer parking.
8. No retail sales.
9. Length of Permit.



City of Killeen

Legislation Details

File #: PH-16-012 **Version:** 1 **Name:** Zoning 16-03
Type: Ordinance/Public Hearing **Status:** Public Hearings
File created: 1/4/2016 **In control:** City Council
On agenda: 3/22/2016 **Final action:**
Title: HOLD a public hearing and consider an ordinance requested by Amr A. Abdelazeem (Case #Z16-03) to rezone Lot 11, Block 1, Bellaire Addition Section I, from "R-1" (Single-Family Residential District) to "B-1" (Professional Business District). The property is locally known as 909 Bellaire Drive, Killeen, Texas.
Sponsors: Planning & Development Dept
Indexes:
Code sections:
Attachments: [Council Memorandum](#)
[Attachment to Council Memorandum](#)
[Minutes](#)
[Ordinance](#)
[Application](#)
[Location map](#)
[Buffer map](#)
[Considerations](#)
[Responses](#)

Date	Ver.	Action By	Action	Result
3/15/2016	1	City Council Workshop		

CITY COUNCIL MEMORANDUM

AGENDA ITEM

ZONING CASE #Z16-03 "R-1" (SINGLE-FAMILY RESIDENTIAL DISTRICT) TO "B-1" (PROFESSIONAL BUSINESS DISTRICT)

ORIGINATING DEPARTMENT

PLANNING & DEVELOPMENT SERVICES

This request is to rezone Lot 11, Block 1, Bellaire Addition Section I, from "R-1" (Single-Family Residential District) to "B-1" (Professional Business District). The property is located at the northwest corner of the T-intersection of Bellaire Drive and Trimmier Road and is locally known as 909 Bellaire Drive. The applicant has listed engineering/ architecture office as the desired use for the zoning request.

District Descriptions:

Sec. 31-276. - Use regulations.

(1) Uses customarily incidental to the primary use, as hereinafter provided, subject to the special conditions contained in subsection 31-276(2).

- a. Physical therapy clinic.
- b. Chemical or X-ray laboratory.
- c. Dispensing optician.
- d. Dispensing apothecary.
- e. Dental laboratory.

(2) Buildings may be used for one (1) or more of the uses prescribed in subsection 31-276(1) only under the following conditions:

- a. The total area of a professional building devoted to any single incidental use shall not exceed fifteen (15) percent of the gross floor area of the building.
- b. The total area of a professional building devoted to incidental uses in the aggregate shall not exceed twenty-five (25) percent of the gross floor area of the building.
- c. Public access to such incidental uses shall be from the interior of the building.
- d. No parking space shall occupy any part of the required front yard, except as provided in subsection 31-287(a)(1)b.
- e. Sign standards for this district shall apply to both primary and incidental uses.
- f. No building in this district shall be constructed or altered to produce a storefront, show window or display window, and there shall be no merchandise visible from the exterior of the building.
- g. No outside storage shall be permitted in this district.

(3) Office, general business.

(4) An on-premises residential use or living quarters may be included in one (1) structure in a commercial land use district when the main use of the structure is commercial, provided both uses are in compliance with appropriate building codes and the proprietor or an employee of the commercial activity is a resident in the living quarters.

(5) All uses allowed in section 31-186, with the exception of one-family dwellings.

(6) Studio for photography, interior decoration.

Property Specifics

Applicants/Property Owners: Amr A. Abdelazeem

Property Location: The property is located at 909 Bellaire Drive, Killeen, Texas.

Legal Description: Lot 11, Block 1, Bellaire Addition Section I, Killeen, Texas.

Zoning/ Plat Case History:

- There has been no recent zoning activity for this property.
- The property is platted as Lot 11, Block 1, Bellaire Addition Section I, which was filed for record on December 16, 1964, in Plat Book 918, page 397, Deed Records of Bell County Texas.

Character of the Area

Existing Land Use(s) on the Property: There is an existing residential structure on this corner property. It is part of a block that is zoned "R-1" within its entirety. The property fronts onto Bellaire Drive and faces another single-family home to the south. The property abuts single-family homes to the west. The property due north of this site was recently zoned to "B-2" (Local Retail District). The eastern boundary is located adjacent to Trimmier Road and is across the street from Clifton Park Elementary School. There is an existing "B-2" (Local Retail District) zoned office park near the subject property as well.

Figure 1. Zoning Map

See Attachment

Figure 2. Street View

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 accessible to the subject property located within the City of Killeen municipal utility service area. Adequate potable water and sanitary sewer capacity are available to the current residence on the property. Public storm drainage infrastructure lies within the abutting right-of-way. Detention of post development storm water run-off may be required if the property is converted to commercial use and inadequate capacity remains within existing drainage infrastructure. Public Works personnel have performed only a basic assessment of publicly-dedicated water and sanitary sewer infrastructure that would serve this property. 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 re-development of the subject property, shall coordinate tie-in to all publicly dedicated infrastructure with the Public Works Department.

Transportation:

Existing conditions: The property is located at the northwest corner of the T-intersection of Bellaire Drive and Trimmier Road. Bellaire Drive and Trimmier Road are respectively classified as a 60' local street and 90' minor arterial on the City's adopted Thoroughfare Plan. The Trimmier Road Improvements CIP is currently under construction, which includes mobility enhancements as a part of the future project. A right-of-way taking may affect the property. Ingress/egress to the property would be limited to the single point of existing ingress/egress from Bellaire Drive. A discrete drive to Trimmier Road - a minor arterial street - would not be allowed.

Proposed Improvements: None.

Projected Traffic Generation: Minimal.

Environmental Assessment

Topography/Regulated Floodplain/Floodway/Creek: The proposed development is not within any regulatory FEMA Special Flood Hazard Area (SFHA). Currently runoff on this development flows from the south and east of the parcel into the Trimmier Road and Bellaire Drive rights-of-way prior to entering Little Nolan Creek. The runoff then flows from Little Nolan Creek into Nolan Creek prior to leaving the City. Little Nolan Creek and Nolan Creek are currently listed on the TCEQ's 2012 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 adopted Future Land Use Map (FLUM) of the Comprehensive Plan.

Plan Recommendation: The 'General Residential' designation encompasses detached, residential dwelling units, attached housing types, planned developments, as well as parks and public/ institutional places.

Consistency: The zoning request is consistent with the Comprehensive Plan's adopted Future Land Use Map (FLUM). The 'General Residential' designation encompasses detached, residential dwelling units, attached housing types, planned developments, as well as parks and public/ institutional places. The Comprehensive Plan considers 'General Residential' to be of a medium intensity category/character, and states that "neighborhood-scale commercial uses are expected to emerge over time and should be encouraged on sites and in locations within (or near the edge of) 'General Residential' areas that are best suited to accommodate such uses while ensuring compatibility with nearby residential uses."

Public Notification

Staff notified 14 surrounding property owners within the 200' notification area. Staff received 2 responses; one in opposition and one requesting clarification of code enforcement action regarding this property. It has been included for your review.

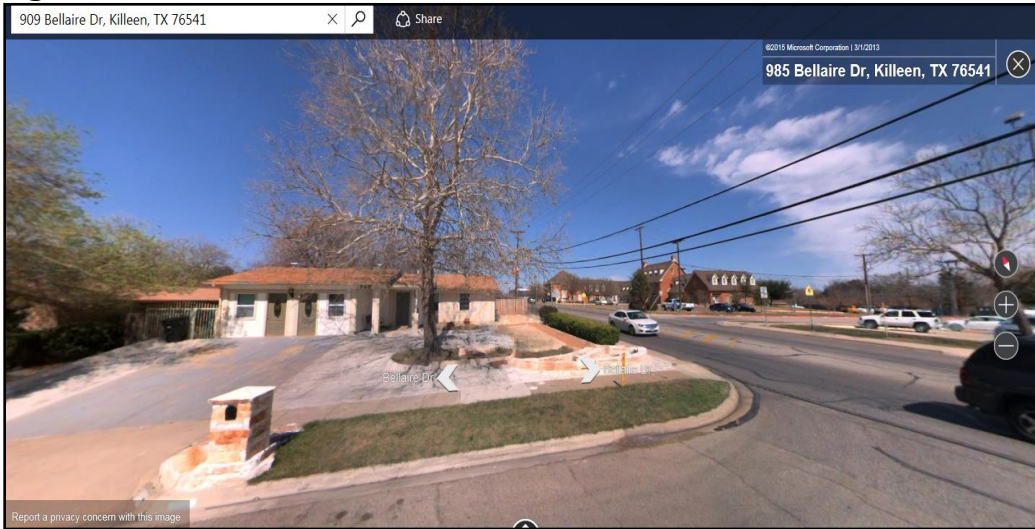
Recommendation

The Planning & Zoning Commission recommended approval of "B-1" zoning by a vote of 5 to 2, with Vice Chair Dorroh and Commissioner Cooper in opposition to the applicant's request.

Figure 1. Zoning Map



Figure 2. Street View



**MINUTES
PLANNING AND ZONING COMMISSION MEETING
MARCH 7, 2016**

**CASE #Z16-03
R-1 to B-1**

HOLD a public hearing and consider a request by Amr A. Abdelazeem to rezone Lot 11, Block 1, Bellaire Addition, Section I, from R-1 (Single-family Residential District) to B-1 (Professional Business District) for an office. The property is located at the northwest intersection of Bellaire Drive and Trimmier Road and is locally known as 909 Bellaire Drive, Killeen, Texas.

Chairman Frederick requested staff comments.

Senior Planner Charlotte Hitchman stated that Amr Abdelazeem is requesting a change of zoning from “R-1” (Single-Family Residential District) to “B-1” (Professional Business District). The property is locally known as 909 Bellaire Drive. The applicant has listed engineering/ architect office as the desired use for the zoning request.

The staff notified fourteen (14) surrounding property owners within a 200’ notification boundary regarding this request. Staff has received one response. One response in opposition was faxed to the planning division which was received March 8, 2016.

Staff recommends approval of “B-1” (Professional Office District) zoning for this site. The “B-1” zoning district is the most restrictive non-residential zoning designation under Chapter 31 and allows *office, general business* uses as well. This property is located at the corner of a busy intersection and is an appropriate site for low-scale general office use.

Mr. Amr Abdelazeem, 909 Bellaire Dr, Killeen, Texas, was present to represent this request.

Chairman Frederick opened the public hearing.

Mr. William Graham and Mr. Clark Butts spoke in support of the rezone request. They both stated that Mr. Abdelazeem had met with the property owners and they support B-1 zoning for the property.

With no one else requesting to speak, the public hearing was closed.

Commissioner Cooper motioned to recommend disapproval of “B-1” zoning. Commissioner Dorroh seconded the motion. The motion failed with a vote of 2-5.

Commissioner Dillard motioned to recommend approval of “B-1” as recommended by staff for zoning case #Z16-03. Commissioner Alvarez seconded the motion. The motion passed 5-2.

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-1 (SINGLE-FAMILY RESIDENTIAL DISTRICT) TO B-1 (PROFESSIONAL BUSINESS DISTRICT); PROVIDING A SAVINGS CLAUSE; PROVIDING FOR THE REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Amr Abdelazeem has presented to the City of Killeen a request for amendment of the Zoning Ordinance of the City of Killeen by changing the classification of Lot 11, Block 1, Bellaire Addition Section I, from R-1 (Single-family Residential District) to B-1 (Professional Business District), said request having been duly presented and recommended for approval by the Planning and Zoning Commission of the City of Killeen on the 7th day of March 2016, and due notice of the filing of said request and the date of hearing thereon was given as required by law, and hearing on said request was set for 5:00 P.M., on the 22nd day of March 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 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-1 (Single-family Residential District) to B-1 (Professional Business District) for Lot 11, Block 1, Bellaire Addition Section I, being locally known as 909 Bellaire 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 22nd day of March 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:

Scott Cospers, MAYOR

ATTEST:

Dianna Barker, CITY SECRETARY

APPROVED AS TO FORM

Kathryn H. Davis, City Attorney

Case #16-03

Ord #



Date Paid:	_____
Amount Paid:	\$ _____
Cash/MO #/Check #:	# _____
Receipt #:	_____

CASE #: 16-03

City of Killeen Zoning Change Application

[] General Zoning Change \$300.00 [] Conditional Use Permit \$500.00

Name(s) of Property Owner: AMR A. ABDELAZEM

Current Address: 909 Bellair Dr

City: Killeen State: Tx Zip: 76541 - _____

Home Phone: (254) 554-7700 Business Phone: (254) 371-7764 Cell Phone: () _____

Email: makeentech@gmail.com

Name of Applicant: _____
(If different than Property Owner)

Address: _____

City: _____ State: _____ Zip: _____

Home Phone: () _____ Business Phone: () _____ Cell Phone () _____

Email: _____

Address/Location of property to be rezoned: _____

Legal Description: _____

Metes & Bounds or Lot(s) Block Subdivision

Is the rezone request consistent with the Comprehensive Plan? YES NO
If NO, a FLUM amendment application must be submitted.

Type of Ownership: _____ Sole Ownership Partnership Corporation Other

Present Zoning: R-1 Present Use: Resident & Engineering

Proposed Zoning: B-1 Proposed Use: Engineering, Arch. office

Conditional Use Permit for: _____

This property was conveyed to owner by deed dated _____ and recorded in Volume _____, Page _____, Instrument Number _____ of the Bell County Deed Records. (Attached)

Is this the first rezoning application on a unilaterally annexed tract?
Yes _____ (Fee not required) No _____ (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: Philip A. Marley
Mailing Address: 263 Buggy Rd.
City: Killeen State: Tx Zip: 76547 - _____
Home Phone: (____) _____ Business Phone: (254) 220-0906 Email: _____

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 my 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 _____	Title _____
Printed/Typed Name of Agent <u>Philip A. Marley</u>	Date _____
Signature of Agent _____	Title _____
Printed/Typed Name of Agent _____	Date _____
Signature of Applicant _____	Title _____
Printed/Typed Name of Applicant _____	Date _____
Signature of Property Owner <u>Amr A. Abdelazem</u>	Title _____
Printed/Typed Name of Property Owner <u>AMR A. ABDEL AZEM</u>	Date <u>Feb 8, 2016</u>
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.



**PLANNING AND
DEVELOPMENT SERVICES**

ZONING CASE:

Z16-03

ZONING FROM:

R-1 To B-1

APPLICANT:

AMR A. ABDELAZEEM




PROPERTY OWNER:

AMR A. ABDELAZEEM

LEGAL DESCRIPTION:

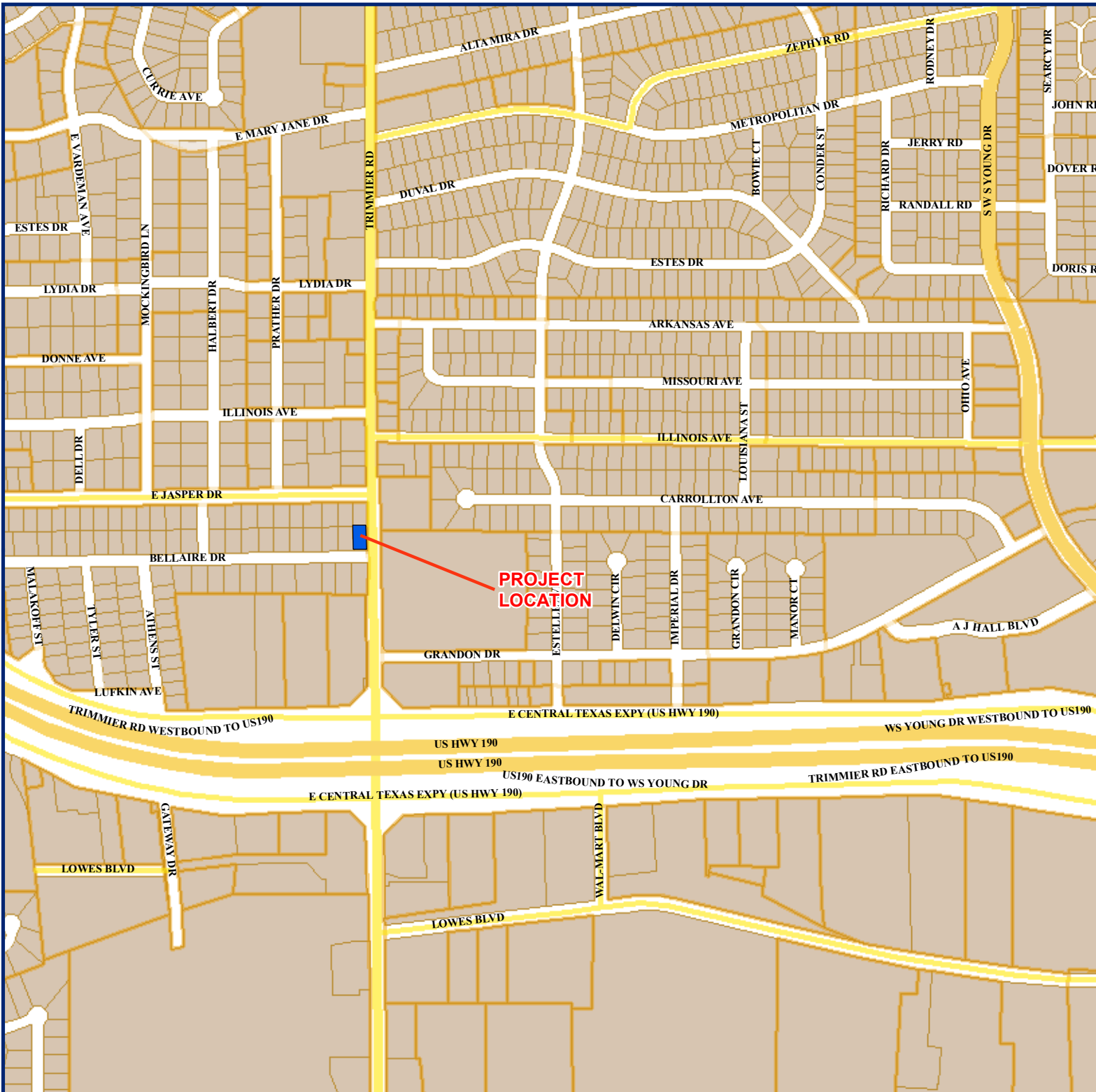
**BELLAIRE ADDITION SECTION I,
BLOCK 001, LOT 0011**

LEGEND

-  Zoning Case
-  Parcel
-  City Limits



Date: 2/9/2016





**PLANNING AND
DEVELOPMENT SERVICES**

ZONING CASE:

Z16-03

ZONING FROM:

R-1 To B-1

APPLICANT:

AMR A. ABDELAZEEM







PROPERTY OWNER:

AMR A. ABDELAZEEM

LEGAL DESCRIPTION:

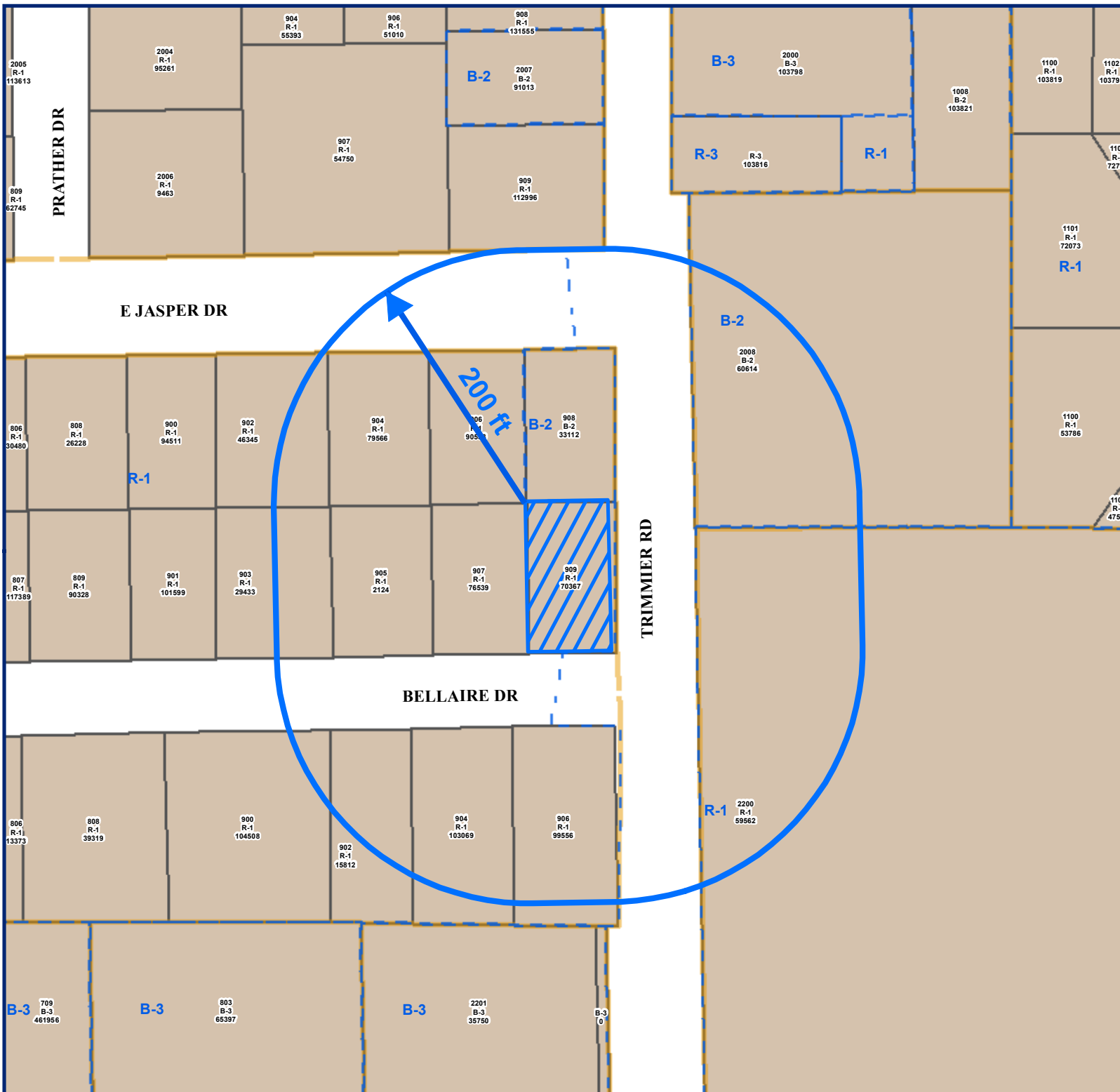
**BELLAIRE ADDITION SECTION I,
BLOCK 001, LOT 0011**

LEGEND

-  200' Buffer
-  Zoning Case
-  Current Zoning
-  Subdivision
-  Parcel
-  City Limits



Date: 2/9/2016



CONSIDERATIONS

Texas Supreme Court in Pharr v. Tippitt, 616 S. W 2nd 173 (Tex 1981) established general guidelines which the Planning and Zoning Commission and City Council should take into consideration when making their respective recommendation and decision on a zoning request.

A. General Factors to Consider:

Is the request in accordance with the comprehensive plan?

Is the request designed to lessen congestion in the streets; secure safety from fire, panic or other dangers; promote health and the general welfare; provide adequate light and air; prevent the overcrowding of land; avoid undue concentration of population; or facilitate the adequate provision of transportation, water, sewers, schools, parks and other public requirements?

What if any, is the nature and degree of an adverse impact upon neighboring lands?

The suitability or unsuitability of the tract for use as presently zoned.

Whether the amendment bears a substantial relationship to the public health, safety, morals or general welfare or protects and preserves historical and cultural places and areas.

Whether there is a substantial public need or purpose for the new zoning.

Whether there have been substantially changed conditions in the neighborhood.

Is the new zoning substantially inconsistent with the zoning of neighboring lands? (Whether the new zoning is more or less restrictive.)

The size of the tract in relation to the affected neighboring lands – is the tract a small tract or isolated tract asking for preferential treatment that differs from that accorded similar surrounding land without first proving changes in conditions?

Any other factors which will substantially affect the health, safety, morals or general welfare.

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Whether the use is in harmonious with and adaptable to buildings, structures and use of abutting property and other property in the vicinity of the premises under construction.

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9. Length of Permit.

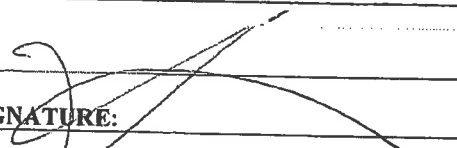
CUT HERE

YOUR NAME: Marjorie Cyd West	PHONE NUMBER: 254-289-5129
CURRENT ADDRESS: 1407 Gomer Ln, Harker Hgts, TX 76548	
ADDRESS OF PROPERTY OWNED: 907 Bellaire Dr, Killeen, TX 76541	
COMMENTS: Due to a work conflict I will be unable to attend tonight's meeting. I am opposed to rezoning the subject property to A-1. The owner has been operating the business without permission or regard for city zoning ordinances. Parking is a problem and a nuisance to an otherwise quiet residential neighborhood. Bellaire is not like Tanager or Trimmer and should be maintained as residential only. Any consideration is appreciated. I regret that I am unable to attend in person.	R-1 to B-1
SIGNATURE: M. Cyd West	SPO #Z16-03/ 10

PO BOX 1329 KILLEEN, TEXAS 76540-1329 254.501.7630 254.501.7628 FAX
WWW.CIKILLEEN.TX.US

RECEIVED
MAR 08 2016
PLANNING

CUT HERE

YOUR NAME: Liberty Square	PHONE NUMBER: (254) 699-7100
CURRENT ADDRESS: 2100 Trimmer Rd Suite 100 Killeen, TX 76541	
ADDRESS OF PROPERTY OWNED:	
COMMENTS: Has code enforcement served notices due to violations discussed at last planning & zoning meeting?	R-1 to B-1
SIGNATURE: 	SPO #Z16-03/ 11

RECEIVED
MAR 03 2016
PLANNING

PO BOX 1329 KILLEEN, TEXAS 76540-1329 254.501.7630 254.501.7628 FAX
WWW.CIKILLEEN.TX.US