X

City of Killeen

Agenda

City Council

Tuesday, August 10, 2	021 5:00 PM	City Hall Council Chambers 101 N. College Street Killeen, Texas 76541
Call to Order and	Roll Call	
	Jose Segarra, Mayor Nina Cobb Debbie Nash-King Jessica Gonzalez Michael Boyd Ken Wilkerson Mellisa Brown Rick Williams	
Invocation		
Pledge of Allegia	nce	
Approval of Agen	da	
Presentations		
1. PR-21-005	Killeen Star Award Presentation	
Citizen Comment	s	
	This section allows members of the public to address the Council other than a public hearing item, on the agenda for Council's cons shall sign up in advance, may speak only one time, and such address three (3) minutes. The Presiding Officer may allow a one (1) minute requested at the end of the original three (3) minute period. No oth allowed.	ideration. Each person ress shall be limited to te extension, if
Consent Agenda		
2 . <u>MN-21-018</u>	Consider Minutes of Regular City Council Meeting of July 27, 2021.	
	Attachments: Minutes	
3. RS-21-094	Consider a memorandum/resolution terminating the Wi of disaster. Attachments: Staff Report Declaration Presentation	nter Storm Uri state
4. RS-21-107		nance and repair of

HVAC equipment by The Brandt Companies, LLC in an amount not to exceed \$80,500 in Fiscal Year 2021.

Attachments: Staff Report

Contract

Certificate of Interested Parties

Presentation

5. RS-21-108 Consider a memorandum/resolution authorizing the award of Bid No. 21-21 for a thermoplastic applicator to Striping Service and Supply, Inc. in an amount not to exceed \$104,617.44.

Attachments: Staff Report

Quotes

Bid Tab

Certificate of Interested Parties

Presentation

6. RS-21-109 Consider a memorandum/resolution authorizing the award of Bid No. 21-31, Water Meters to Aqua-Metric Sales Company in an amount not to exceed \$500,000 in Fiscal Year 2021.

Attachments: Staff Report

Proposal

Bid Tab

Agreement

Certificate of Interested Parties

Presentation

7. Consider a memorandum/resolution authorizing the award of Bid No. 21-32, Chaparral Elevated Storage Tank Project to Landmark Structures in the amount of \$5,253,000.

Attachments: Staff Report

Proposal

Letter of Recommendation

Certificate of Interested Parties

Presentation

8. RS-21-111 Consider a memorandum/resolution authorizing the award of a Professional Services Agreement with Kimley-Horn and Associates for the Highway 195 Water Line and Tank Project in the amount of \$908,088.

Attachments: Staff Report

<u>Agreement</u>

Certificate of Interested Parties

Presentation

9. RS-21-112 Consider a memorandum/resolution authorizing emergency purchase of turf for Stonetree Golf Course in the amount of \$124,265.75.

Attachments: Staff Report

Memorandum

Certificates of Interested Parties

Presentation

10. RS-21-113 Consider a memorandum/resolution authorizing the procurement of replacement mobile data terminals (MDT) for the Police Department from GTS Technology Solutions in an amount not to exceed \$86,929.

Attachments: Staff Report

Quote

Certificate of Interested Parties

Presentation

11. RS-21-114 Consider a memorandum/resolution rescheduling the City Council meetings for October, November, and December 2021.

Attachments: Staff Report

<u>Current Meeting Schedule</u> <u>Proposed Meeting Schedule</u>

Public Hearings

12. PH-21-037

HOLD a public hearing and consider an ordinance requested by Johnson-Bell Investments, L.L.C., (Case #FLUM21-04) to amend the Comprehensive Plan's Future Land Use Map (FLUM) from a 'General Residential' (GR) designation to a 'General Commercial' (GC) designation for approximately 0.53 acre, being Lot 1, Block 1, Lee Residential Addition. The property is locally addressed as 5102 Cinch Drive, Killeen, Texas.

Attachments: Staff Report

Maps
Minutes
Ordinance
Presentation

13. PH-21-038

HOLD a public hearing and consider an ordinance requested by Johnson-Bell Investments, L.L.C. (Case #Z21-20) to rezone approximately 0.53 acre from "R1-A" (Single-Family Garden Home Residential District) to "B-3" (Local Business District), being Lot 1, Block 1, Lee Residential Addition. The property is locally addressed as 5102 Cinch Drive, Killeen, Texas.

Attachments: Staff Report

Maps

Minutes

Ordinance

Responses

Considerations

Presentation

14. PH-21-039

HOLD a public hearing and consider an ordinance requested by Dong Kim, on behalf of Willie J & OK Roberts (Case #Z21-18) to rezone approximately 0.44 acre from "B-5" (Business District) to "B-C-1" ('General Business and Alcohol Sales District), being Lot 2A, Block 1, J. W. Norman Subdivision Amendment. The property is locally addressed as 810 West Rancier Avenue, Suite 600, Killeen, Texas.

Attachments: Staff Report

Maps

Minutes

Ordinance

Considerations

Presentation

15. PH-21-040

HOLD a public hearing and consider an ordinance requested by Cactus Jack Development, Inc. on behalf of Charles R. and Ira Boggs (Case #Z21-21) to rezone approximately 128.82 acres from "A-R1" (Agricultural Single-Family Residential District), "B-5" (Business District), and "A" (Agricultural District) to a Planned Unit Development (PUD) with "R-1" (Single-Family Residential), "SF-2" (Single-Family Residential), "R-2" (Two-Family Residential), and "B-3" (Local Business District) uses, being out of the WL Harris Survey, Abstract No. 1155 and S.P.R.R. Co. Survey, Abstract No. 794. The property is locally addressed as 5901 South Fort Hood Street, Killeen, Texas.

Attachments: Staff Report

Maps

Minutes

Ordinance

Considerations

Responses

Presentation

16. PH-21-041

HOLD a public hearing and consider an ordinance requested by Mitchell & Associates on behalf of Twin Creek Joint Venture II (Case #Z21-22) to rezone approximately 2.27 acres from "B-5" (Business District) to "R-2" (Two-Family Residential District), being Lot 6, Block 2, Twin Creek Addition Section Two. The property is locally addressed as 4202 Water Street, Killeen, Texas.

Attachments: Staff Report

Maps

Minutes

Ordinance

Considerations

Presentation

17. PH-21-042

HOLD a public hearing and consider an ordinance requested by Mitchell & Associates on behalf of Fameco-Texas, L.L.C. (Case #Z21-23) to rezone approximately 0.237 acre from "R-MH" (Residential Mobile Home District) to "R-2" (Two-Family Residential District). The property is locally addressed as 413 E. Dunn Avenue, Killeen, Texas.

Attachments: Staff Report

Maps

Minutes

Ordinance

Considerations

Presentation

18. PH-21-043

HOLD a public hearing and consider an ordinance granting easements to Atmos Energy for approximately 0.221 acre consisting of a surface site easement, temporary workspace easement and access easement to be located at the terminus of Persimmon Drive, adjacent to 3008 Persimmon Drive, Killeen TX, 76543. (1st of 3 readings)

Attachments: Staff Report

<u>Maps</u>

Exhibit

Offer Letter

Ordinance

Presentation

Adjournment

I certify that the above notice of meeting was posted on the Internet and on the bulletin boards at Killeen City Hall and at the Killeen Police Department on or before 5:00 p.m. on August 6, 2021.

Lucy C. Aldrich, City Secretary

The public is hereby informed that notices for City of Killeen meetings will no longer

distinguish between matters to be discussed in open or closed session of a meeting. This practice is in accordance with rulings by the Texas Attorney General that, under the Texas Open Meetings Act, the City Council may convene a closed session to discuss any matter listed on the agenda, without prior or further notice, if the matter is one that the Open Meetings Act allows to be discussed in a closed session.

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

Notice of Meetings

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

- TML Annual Conference, October 6-8, 2021, Houston, Texas
- AUSA Annual Meeting, October 9-13, 2021, Washington, DC

Dedicated Service -- Every Day, for Everyone!



Legislation Details

File #: PR-21-005 Version: 1 Name: Killeen Star Award Presentation

Type:PresentationsStatus:PresentationsFile created:6/24/2021In control:City Council

On agenda: 8/10/2021 Final action:

Title: Killeen Star Award Presentation

Sponsors: City Council

Indexes:

Code sections: Attachments:

Date Ver. Action By Action Result

7/27/2021 1 City Council



Legislation Details

File #: MN-21-018 Version: 1 Name: Minutes of Regular City Council Meeting of July

27,2021

Minutes Type: Minutes Status:

File created: 7/19/2021 In control: City Council

On agenda: 8/10/2021 Final action:

Title: Consider Minutes of Regular City Council Meeting of July 27, 2021.

City Secretary **Sponsors:**

Indexes:

Code sections:

Attachments: **Minutes**

Date	Ver.	Action By	Action	Result
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8/3/2021 City Council Workshop

City Council Meeting Killeen City Hall July 27, 2021 at 5:00 p.m.

Presiding: Mayor Jose Segarra

Attending: Mayor Pro Tem Debbie Nash-King, Councilmembers Jessica Gonzalez, Nina Cobb,

Michael Boyd, Ken Wilkerson, Rick Williams, and Mellisa Brown.

Also attending were City Manager Kent Cagle, City Attorney Traci Briggs, City

Secretary Lucy Aldrich, and Sergeant-at-Arms Ache.

Mayor Pro Tem Nash-King gave the invocation. Councilmember Wilkerson led everyone in the Pledge of Allegiance.

Approval of Agenda

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

Presentations

PR-21-005 Killeen Star Award Presentation

The Killeen Star Award recipient was not able to attend the meeting. This agenda item is being rescheduled to August 10, 2021.

Citizen Petitions

CP-21-007 Sophia Diaz - Food Desert in North Killeen

Ms. Diaz presented City Council with a mobile market idea for the residents in

North Killeen.

Citizen Comments

Mr. Jonathan Okray spoke on Agenda Item RS-21-098.

Consent Agenda

MN-21-017 Consider Minutes of Regular City Council Meeting of July 13, 2021.

RS-21-100 Consider a memorandum/resolution approving the investment report for the

quarter ended March 31, 2021.

RS-21-101 Consider a memorandum/resolution to renew the agreement with Belt Harris Pechacek, LLLP to provide independent auditing services for the City of Killeen for

the fiscal year ending September 30, 2021.

- **RS-21-102** Consider a memorandum/resolution declaring vacancies on various citizen appointed boards and commissions and appointing members to fill the unexpired terms.
- **RS-21-103** Consider a memorandum/resolution awarding Bid No. 21-06, Greenforest Circle Drainage Improvements, to B-Corp Utilities, Inc. in the amount of \$626,479.88.
- **RS-21-104** Consider a memorandum/resolution approving the abandonment of a .057-acre, ten-foot-wide utility easement affecting the property currently recorded as Tract 'A' and Lots 10-13, Block 1, Gardens at Jasper Heights. The easement is located east of Jasper Garden Court, Killeen TX, 76541.
- **RS-21-105** Consider a memorandum/resolution awarding Bid No. 21-12, Clements Boys and Girls Club Parking Lot and Sidewalk-CDBG Project #19-05, to Turner Paving and Construction, Inc. in an amount not to exceed \$127,683.

Motion was made by Mayor Pro Tem Nash-King to approve the Consent Agenda items. Motion was seconded by Councilmember Brown. Motion carried unanimously.

Resolutions

RS-21-098 Consider a memorandum/resolution approving an Interlocal Cooperation Contract between the City of Killeen, City of Temple, Temple Independent School District, and Bell County engaging Bickerstaff Heath Delgado Acosta to perform redistricting services in relation to the 2020 Census.

Staff Comments: Kent Cagle, City Manager

This agenda item was presented in detail during the July 20, 2021 City Council Workshop meeting. Mr. Cagle was available to provide additional information and answer questions.

Motion was made by Mayor Pro Tem Nash-King to approve RS-21-098. Motion was seconded by Councilmember Williams. Motion carried 6 to 1 with Councilmember Brown in opposition.

Public Hearings

PH-21-027 HOLD a public hearing and consider an ordinance authorizing the 2021-2022 Annual Action Plan describing use of funds and authorizing application for and allocation of Community Development Block Grant (CDBG) and Home Investment Partnerships (HOME) program funds. (2nd of 2 Public Hearings)

The City Secretary read the caption of the ordinance. AN ORDINANCE AUTHORIZING SUBMITTAL OF THE 2021-2022 PROGRAM YEAR ANNUAL ACTION PLAN DESCRIBING THE USE OF FUNDS AND AUTHORIZING THE APPLICATION FOR AND ALLOCATION OF \$1,114,792.00 IN PY 2021-22/FISCAL YEAR 2022 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS AND THE USE OF PRIOR YEAR RE-PROGRAMMABLE FUNDS FOR A TOTAL EXPENDITURE OF \$1,130,386.53 OF CDBG FUNDS; AND THE APPLICATION OF \$491,222.00 IN

HOME INVESTMENT PARTNERSHIP (HOME) PROGRAM FUNDS, THE USE OF PRIOR YEAR REPROGRAMMABLE FUNDS AND PY 2021-22 PROGRAM INCOME FOR A TOTAL EXPENDITURE OF \$663,771.97 OF HOME FUNDS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

Staff Comments: Leslie Hinkle, Executive Director of Community Development Ms. Hinkle and Community Development Advisory Committee President Mr. Adams presented this item to City Council at the June 15, 2021 Workshop Meeting. The first public hearing was held on June 22, 2021. City staff recommends holding the 2nd and final public hearing and recommends approval of the ordinance adopting the 2021-2022 Annual Action Plan and authorizing application for and allocation of CDBG and HOME funds.

Mayor Segarra opened the public hearing.

Mr. Anthony Kendrick spoke on the City of Killeen Recreation Services Bob Gilmore Senior Center project.

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

Motion was made by Councilmember Brown to approve PH-21-027 amending the program funding by reducing the Killeen Opportunity to End Homelessness - Tenant Based Rental Assistance project by \$200,000 reallocating those funds to the North Killeen Housing Redevelopment program and with the remaining \$205,100 left in the Killeen Opportunity to End Homelessness - Tenant Based Rental Assistance project that the funds be emphasized on homeless prevention through rental relief or security deposits and first month rents. In addition, as indicated in the Bob Gilmore Senior Center project that the \$80,061.27 recommended to be forwarded as a commitment to the FY23 CDBG funding is not committed this year. Without a second, the motion died. Motion was made by Councilmember Gonzalez to approve PH-21-027. Motion was seconded by Mayor Pro Tem Nash-King. Councilmember Brown made a motion to amend to approve PH-21-027 changing the program funding by not committing the \$80,061.27 that is being recommended in the Bob Gilmore Senior Center project to be forwarded as a commitment to the FY23 CDBG funding. Without a second, the amended motion died. Motion carried unanimously.

PH-21-030 HOLD a public hearing and consider an ordinance granting Atmos Energy a 0.202-acre temporary construction easement to be located on Lot 16, Block 1, Hunter's Chase Subdivision (Hunt Neighborhood Park), Killeen, Texas. (2nd of 3 readings)

The City Secretary read the caption of the ordinance. AN ORDINANCE GRANTING EASEMENTS TO ATMOS ENERGY CORPORATION FOR APPROXIMATELY .202 ACRE OUT OF LOT 16, BLOCK 1, HUNTER'S CHASE SUBDIVISION; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR THE REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR AN EFFECTIVE DATE.

Staff Comments: Tony McIlwain, Executive Director of Development Services This agenda item was presented in detail and the first of three public hearings was held during the July 13, 2021 City Council meeting. Mr. McIlwain was available to

Regular City Council Meeting July 27, 2021 – Page 4

provide additional information and answer questions. City staff recommends that the second of three public hearings be held with the third and final hearing scheduled for August 24th.

Mayor Segarra opened the public hearing.

With no one appearing, the public hearing was closed.

PH-21-036 HOLD a public hearing on the proposed Fiscal Year 2022 Annual Budget.

Staff Comments: Jonathan Locke, Executive Director of Finance The City of Killeen provides opportunities for public input throughout the budget process. The Local Government Code, City Charter, and Financial Governance Policy require one public hearing be held prior to the adoption of the budget. The public hearing is an opportunity for citizens to express their thoughts and opinions on the proposed budget. The City Manager submitted the proposed Fiscal Year 2022 Annual Budget to City Council on July 6, 2021 and presented a brief budget summary to City Council on July 13, 2021. In addition, a public forum on the proposed budget was held on July 21, 2021.

Mayor Segarra opened the public hearing.

With no one appearing, the public hearing was closed.

Motion was made by Mayor Pro Tem Nash-King to set the date of September 14, 2021 to adopt the FY 2022 Budget at which the meeting will start at 5:00 p.m. and be held at 101 N. College Street, Killeen, Texas. Motion was seconded by Councilmember Brown. Motion carried unanimously.

In addition, motion was made by Councilmember Brown to schedule a Special City Council Workshop meeting to discuss the proposed FY 2022 budget on Saturday, August 28, 2021 beginning at 9:00 a.m. Mayor Pro Tem Nash-King seconded the motion. During discussions, Mayor Pro Tem Nash-King rescinded the second. Councilmember Williams seconded the motion. Motion carried 5 to 2 with Councilmember Cobb and Councilmember Wilkerson in opposition.

Adjournment

With no further business, upon motion being made by Mayor Pro Tem Nash-King, seconded by Councilmember Wilkerson, and unanimously approved, the meeting was adjourned at 6:06 p.m.



Legislation Details

File #: RS-21-094 Version: 1 Name: Winter Storm Uri termination

Type:ResolutionStatus:ResolutionsFile created:6/20/2021In control:City Council

On agenda: 8/10/2021 Final action:

Title: Consider a memorandum/resolution terminating the Winter Storm Uri state of disaster.

Sponsors: Fire Department

Indexes:

Code sections:

Attachments: Staff Report

<u>Declaration</u> <u>Presentation</u>

Date Ver. Action By Action Result

8/3/2021 1 City Council Workshop



STAFF REPORT

DATE: August 3, 2021

TO: Kent Cagle, City Manager

FROM: Peter C. Perez, Emergency Management Coordinator

SUBJECT: Winter Storm Uri Disaster Declaration

BACKGROUND AND FINDINGS:

On February 15, 2021, Mayor Jose Segarra issued a Declaration of Local State of Disaster for Winter Weather Emergency, to take effect February 12, 2021. Texas Government Code Section 418.108(a) authorizes the Mayor to declare a local state of disaster. Pursuant to 418.108(b), on February 22, 2021 the City Council extended the state of disaster for Winter Storm Uri until terminated by the City Council.

Now that the initial response and disaster impact assessments have been completed the state of disaster can be terminated. This action does not change the recovery process with the State of Texas or the Federal Emergency Management Agency (FEMA) in seeking reimbursement or assistance.

THE ALTERNATIVES CONSIDERED:

The City Council may:

- 1. Continue the state of disaster for Winter Storm Uri; or
- 2. Terminate the state of disaster for Winter Storm Uri.

Which alternative is recommended? Why?

Staff recommends that since the initial response and disaster impact assessments have been completed that the City Council terminate the state of disaster for Winter Storm Uri.

CONFORMITY TO CITY POLICY:

This action conforms to Chapter 418 of the Texas Government Code.

FINANCIAL IMPACT:

What is the amount of the expenditure in the current fiscal year? For future years? No fiscal impact is associated with his action.

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

Is this expenditure budgeted?

n/a

If not, where will the money come from? n/a

Is there a sufficient amount in the budgeted line-item for this expenditure? $\ensuremath{\text{n/a}}$

RECOMMENDATION:

Staff recommends that since the initial response and disaster impact assessments have been completed that the City Council terminate the state of disaster for Winter Storm Uri.

DEPARTMENTAL CLEARANCES:

Emergency Management/Fire Legal

ATTACHED SUPPORTING DOCUMENTS:

Declaration



CITY OF KILLEEN OFFICE OF THE MAYOR

DECLARATION OF LOCAL STATE OF DISASTER FOR

WINTER WEATHER EMERGENCY

WHEREAS, on February 12, 2021, Governor Greg Abbott certified that severe winter weather poses an imminent threat of widespread and severe property damage, injury and loss of life due to prolonged freezing temperatures, heavy snow, and freezing rain statewide and declared a state of disaster for the entire state; and

WHEREAS, the severe weather has moved into the City of Killeen and could lead to prolonged loss of electrical power, dangerous road surfaces, and unsafe infrastructure within the City, threatening the safety of all residents; and

WHEREAS, the Mayor of Killeen has determined that extraordinary measures must be taken to minimize the potential negative effects of the weather event and to protect the health and safety of the community; and

WHEREAS, the Mayor of Killeen urges all residents to stay at home if they can, to seek shelter in facilities provided by local entities and non-profits, avoid driving if possible, and to take all cautionary measures to ensure the safety of all persons and animals in their care:

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

- That a local state of disaster caused by the winter weather emergency is hereby declared for the City of Killeen, Texas pursuant to section 418,108(a) of the Texas Government Code.
- That pursuant to section 418.108(b) of the Government Code, the state of disaster for the winter weather emergency shall continue for a period of not more than seven (7) days from the date of this declaration, unless extended by the City Council of Killeen, Texas.
- That pursuant to section 418.108(c) of the Government Code, this declaration of a local disaster for the winter weather emergency shall be given prompt and general publicity and shall be filed promptly with the City Secretary.
- 4. That pursuant to section 418.108(d) of the Government Code, this declaration of a local state of disaster activates the City of Killeen Emergency Management Plans and authorizes the furnishing of aid and assistance under this declaration.
- 5. That this declaration authorizes the City to take any actions necessary to promote life safety and critical infrastructure protection, including but not limited to, the operations of an emergency warming station, operation of generators for critical infrastructure protection, and insuring compliance for those who do not comply with the City's rules and directives.

That this declaration shall take effect from February 12, 2021, and after its
issuance, and upon approval of the City Council, shall continue in effect until
terminated by the Mayor. Pursuant to this declaration, additional directives may
be issued by the Mayor at any time as deemed necessary.

DECLARED this the 5th day of February, 2021

Jose L. Segarra

City of Killeen Mayor

Filed with me, the City Secretary of the City of Killeen, on this Hay of February, 2021, by Mayor Jose L. Segarra.

Lucy C. Aldrich

WINTER STORM URI EMERGENCY DECLARATION

Background and Findings

- On February 15, 2021, Mayor Jose Segarra issued a
 Declaration of Local State of Disaster for Winter Storm Uri
- On February 22, 2021 the City Council extended the state of disaster for Winter Storm Uri
- Now that the initial response is over, the disaster impact assessments completed, the state of disaster can be terminated.
- This action does not change the recovery process with the State of Texas or the Federal Emergency Management Agency (FEMA) in seeking reimbursement or assistance.

- Continue the state of disaster for Winter Storm
 Uri; or
- Terminate the state of disaster for Winter StormUri

Staff recommends that since the initial response is over and the disaster impact assessments completed, the City Council terminate the state of disaster for Winter Storm Uri.



Legislation Details

File #: RS-21-107 Version: 1 Name: Annual HVAC maintenance and repair with The

Brandt Companies

Type:ResolutionStatus:ResolutionsFile created:7/14/2021In control:City Council

On agenda: 8/10/2021 Final action:

Title: Consider a memorandum/resolution authorizing maintenance and repair of HVAC equipment by The

Brandt Companies, LLC in an amount not to exceed \$80,500 in Fiscal Year 2021.

Sponsors: Finance Department, City Attorney Department, Aviation Department, Community Development

Department

Indexes:

Code sections:

Attachments: Staff Report

Contract

Certificate of Interested Parties

Presentation

DateVer.Action ByActionResult8/3/20211City Council Workshop



STAFF REPORT

DATE: August 3, 2021

TO: Kent Cagle, City Manager

FROM: Jonathan Locke, Executive Director of Finance

SUBJECT: HVAC Maintenance and Repair

BACKGROUND AND FINDINGS:

The City has an inventory of approximately 400 heating ventilation and air conditioning (HVAC) units that vary in complexity, size and type. Building Services uses HVAC vendors to assist in the maintenance and repair of the City's HVAC units with a budget of \$236,389. Building Services uses The Brandt Companies, LLC for the maintenance and repair of large complex chiller and boiler units. The Police Department uses The Brandt Companies, LLC to service all units within their buildings independently of work orders that Building Services manages. In 2019, the Police Department entered into a two-year maintenance and inspection agreement with the Brandt Companies, LLC in the amount of \$51,169.68; \$25,584.84 annually (City Council Memorandum 19-105R).

The Brandt Companies, LLC provides repair and maintenance services through the Texas Buyboard purchasing cooperative, contract 631-20, that expires November 30, 2023. Currently, the City has spent \$43,431 with The Brandt Companies for HVAC maintenance and repair, \$12,792.42 of the amount is from the Police Department's maintenance and inspection agreement. With the warmer months approaching, the Building Services Division estimates about \$37,000 in additional HVAC maintenance and service repairs to include the remaining service contract payments for the Police Department prior to yearend. Not including the Police Department's maintenance and inspection agreement, the three-year average cost of HVAC maintenance and repair services provided by The Brandt Companies in August and September was \$25,000.

The estimated total HVAC maintenance and repair expenses with The Brandt Companies, LLC in Fiscal Year 2021 is \$80,500.

THE ALTERNATIVES CONSIDERED:

- 1. Do not approve the maintenance and repair of HVAC equipment by The Brandt Companies, LLC.
- 2. Approve the maintenance and repair of HVAC equipment by The Brandt Companies, LLC in an amount not to exceed \$80,500 in Fiscal Year 2021.

Which alternative is recommended? Why?

Alternative 2 is recommended, which will assist Building Services in the maintenance and repair of the City's HVAC equipment.

CONFORMITY TO CITY POLICY:

Yes, purchases made through a cooperative contract are exempt from the competitive bidding process as stated in Texas Local Government Code section 271.102, subchapter F; a local government that purchases goods or services under this subchapter satisfy any state law requiring the local government to seek competitive bids for the purchase of goods or services.

FINANCIAL IMPACT:

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

The estimated annual expenses for The Brandt Companies for Fiscal Year 2021 are \$80,500. HVAC repair and maintenance expenses are expected to decline as older units using the R-22 refrigerant are replaced.

Is this a one-time or recurring expenditure?

Recurring expenditure

Is this expenditure budgeted?

Yes, departments budget funds in the Heat & Air Repair accounts: that end in XXX-XXXX-XXX.42-32.

If not, where will the money come from?

N/A

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

Yes

RECOMMENDATION:

City Council authorize the maintenance and repair of HVAC equipment by The Brandt Companies, LLC in an amount not to exceed \$80,500 in Fiscal Year 2021.

DEPARTMENTAL CLEARANCES:

Aviation
Community Development
Police Department
Finance
Legal

ATTACHED SUPPORTING DOCUMENTS:

Contract Certificate of Interest Parties



P.O. Box 400 Austin, TX 78767-0400 800.695.2919 | 512.467.0222 | Fax: 800.211.5454 buyboard.com

October 22, 2020

Sent Via Email: johnie.christ@brandt.us

Johnie Christ The Brandt Companies, LLC 1340 Airport Commerce Dr., #575 Austin, TX 78741

Welcome to BuyBoard!

Re: Notice of The Local Government Purchasing Cooperative Award

Proposal Name and Number: HVAC Equipment, Supplies, and Installation of HVAC Equipment, Proposal No. 631-20

Congratulations, The Local Government Purchasing Cooperative (Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal. The contract is effective 12/1/2020 through 11/30/2021, with two possible one-year renewals. The contract documents are those identified in Section 3 of the General Terms and Conditions of the specifications.

To view the items your company has been awarded, please review the proposal tabulation No. 631-20 on the following web-site: www.buyboard.com/vendor. Only items marked as awarded to your company can be sold through the BuyBoard contract. In addition, on this website you will find the membership list which will provide you with the names of all entities with membership in our purchasing cooperative.

You are advised that receipt of a purchase order directly from a Cooperative member is not within the guidelines of the Cooperative. Accepting purchase orders directly from Cooperative members may result in a violation of the State of Texas competitive bid statute and termination of this Cooperative BuyBoard contract. Therefore, all purchase orders must be processed through the BuyBoard in order to comply. Please forward by email to info@buyboard.com any order received directly from a Cooperative member. If you inadvertently process a purchase order sent directly to you by a Cooperative member, please email the order info@buyboard.com and note it as RECORD ONLY to prevent duplication.

As an awarded vendor a BuyBoard user id and password will be sent via e-mail 2 to 3 business days prior to the start of your contract.

On behalf of the Texas Association of School Boards, we appreciate your interest in the Cooperative and we are looking forward to your participation in the program. If you have any questions, please contact **Cooperative Procurement Staff** at 800-695-2919.

Sincerely,

Arturo Salinas

Department Director, Cooperative Procurement









October 22, 2020

Sent Via Email: johnie.christ@brandt.us

Johnie Christ The Brandt Companies, LLC 1340 Airport Commerce Dr., #575 Austin, TX 78741

Welcome to BuyBoard!

Re: Notice of National Purchasing Cooperative Award

Proposal Name and Number: HVAC Equipment, Supplies, and Installation of HVAC Equipment, Proposal No. 631-20

Congratulations, The National Purchasing Cooperative (National Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal. As provided for in the Proposal and your National Purchasing Cooperative Vendor Award Agreement, you are authorized to sell the goods and services awarded under the Proposal to National Cooperative members in states other than Texas through the BuyBoard. The contract is effective 12/1/2020 through 11/30/2021, with two possible one-year renewals.

The National Cooperative membership list is available at our website www.buyboard.com/vendor. The list identifies the current members that may purchase awarded goods and services under your National Cooperative BuyBoard contract.

You are advised that receipt of a purchase order directly from a National Cooperative member is not within BuyBoard guidelines. Accepting purchase orders directly from Cooperative members may result in a violation of applicable competitive procurement law and termination of this National Cooperative BuyBoard contract. Therefore, all purchase orders from National Cooperative members must be processed through the BuyBoard. Please forward by e-mail to info@buyboard.com any order received directly from a National Cooperative member. If you inadvertently process a purchase order sent directly to you by a National Cooperative member, please fax the order to the above number and note it as RECORD ONLY to prevent duplication.

As an awarded vendor a BuyBoard user id and password will be sent via e-mail 2 to 3 business days prior to the start of your contract.

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

Sincerely,

Arturo Salinas

Department Director, Cooperative Procurement

v.6.5



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PROPOSER'S AGREEMENT AND SIGNATURE

<u>Proposal Name</u>: HVAC Equipment, Supplies, and Installation of HVAC Equipment

Proposal Due Date/Opening Date and Time:

July 14, 2020 at 4:00 PM

Location of Proposal Opening:

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

Proposal Number: 631-20

Anticipated Cooperative Board Meeting Date:

October 2020

<u>Contract Time Period</u>: December 1, 2020 through November 30, 2021 with two (2) possible one-year renewals.

The Brandt Companies LLC	07/13/2020	
Name of Proposing Company	Date	
1340 Airport Commerce Dr #575 Street Address	Signature of Authorized Company Official	
Austin, TX 78741	James Marek	
City, State, Zip	Printed Name of Authorized Company Official	
512.808.3100	Vice President	
Telephone Number of Authorized Company Official	Position or Title of Authorized Company Official	
512.491.9104	37-1652957	
Fax Number of Authorized Company Official	Federal ID Number	



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

- 1. You have carefully examined and understand all Cooperative information and documentation associated with this Proposal Invitation, including the Instructions to Proposers, General Terms and Conditions, attachments/forms, item specifications, and line items (collectively "Requirements");
- 2. By your response ("Proposal") to this Proposal Invitation, you propose to supply the products or services submitted at the prices quoted in your Proposal and in strict compliance with the Requirements, unless specific deviations or exceptions are noted in the Proposal;
- 3. Any and all deviations and exceptions to the Requirements have been noted in your Proposal and no others will be claimed;
- 4. If the Cooperative accepts any part of your Proposal and awards you a contract, you will furnish all awarded products or services at the prices quoted and in strict compliance with the Requirements (unless specific exceptions are noted in the Proposal and accepted by the Cooperative), including without limitation the Requirements related to:
 - a. conducting business with Cooperative members, including offering pricing to members that is the best you offer compared to similar customers;
 - b. payment of a service fee in the amount specified and as provided for in this Proposal Invitation;
 - c. the **possible** award of a piggy-back contract by another governmental entity or nonprofit entity, in which event you will offer the awarded goods and services in accordance with the Requirements; and
 - d. submitting price sheets or catalogs in the proper format as required by the Cooperative as a prerequisite to activation of your contract;
- 5. You have clearly identified on the included form any information in your Proposal that you believe to be confidential or proprietary or that you do not consider to be public information subject to public disclosure under a Texas Public Information Act request or similar public information law:
- 6. The individual signing this Agreement is duly authorized to enter into the contractual relationship represented by this Proposal Invitation on your behalf and bind you to the Requirements, and such individual (and any individual signing a form) is authorized and has the requisite knowledge to provide the information and make the representations and certifications required in the Requirements;
- 7. You have carefully reviewed your Proposal, and certify that all information provided is true, complete and accurate, and you authorize the Cooperative to take such action as it deems appropriate to verify such information; and
- 8. Any misstatement, falsification, or omission in your Proposal, whenever or however discovered, may disqualify you from consideration for a contract award under this Proposal Invitation or result in termination of an award or any other remedy or action provided for in the General Terms and Conditions or by law.



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VENDOR CONTACT INFORMATION

	mpany: The Brandt Companies LLC	
Vendor Prop	osal/Contract Contact Name: Johnie Christ	
Vendor Prop	osal/Contract Contact E-mail Address: Johnie.Chr	ist@brandt.us
Vendor Cont	act Mailing Address for Proposal/Contract Notices: 1340	Airport Commerce Drive #575
	X 78741	
Company We	ebsite: www.brandt.us	
Internet according a new purch	Orders: All purchase orders from Cooperative members ess and at least one e-mail address so that notification of ase order arrives. An information guide will be provided tect options below for receipt of purchase orders and	new orders can be sent to the Internet contact wher o vendors to assist them with retrieving their orders.
×		•
۵	I will use the internet to receive purchase orders at the Purchase Order E-mail Address: Robin.Griffin	
	Purchase Order Contact: Robin Griffin	Phone: 512-230-8833
	Alternate Purchase Order E-mail Address: Johnie	.Christ@brandt.us
	Alternate Purchase Order Contact: Johnie Chr	st Phone: 512-364-2579
	Purchase orders may be received by the Designated Deform as provided to the Cooperative administrator. I for the Contract and the performance of all Designate	understand that my company shall remain responsible
for the receip	•	
	E-mail Address: Robin.Griffin@brandt.u	S
	Contact: Robin Griffin	Phone: 512-230-8833
	nate RFQ E-mail Address: Johnie.Christ@br	andt.us
	rnate RFQ Contact: Johnie Christ	Phone: 512-364-2579



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<u>Invoices</u>: Your company will be billed monthly for the service fee due under a contract awarded under this Proposal Invitation. **All invoices are available on the BuyBoard website and e-mail notifications will be sent when they are ready to be retrieved**. Please provide the following address, contact and e-mail information for receipt of service fee invoices and related communications:

Please choose only one (1) of the following options for receipt of invoices and provide the requested

information:

Rilling Agent Contact Name	۵.	Phone:	
City:	State:	Zip Code:	
Billing agent Mailing addre	ess:	Department:	
☐ In lieu of my company, I request and authorize all service fee invoices to be provided directly to the following billing agent**:			
Alternative Invoice E-mail Address: devon.eick@brandt.us			
Invoice Fax:	Invoice E-mail Address: _a	accounting@brandt.freshdesk.com	
Contact Name:Devon E	Eick	Phone:972-395-6000	
City: _Carrollton	State:	Zip Code: ⁷⁵⁰⁰⁶	
Invoice Mailing address: _	1728 Briercroft Ct	Department: _Accounting	
	elated communications should be provi		

** If Vendor authorizes a billing agent to receive and process service fee invoices, in accordance with the General Terms and Conditions of the Contract, Vendor specifically acknowledges and agrees that nothing in that designation shall relieve Vendor of its responsibilities and obligations under the Contract including, but not limited to, payment of all service fees under any Contract awarded Vendor.



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FELONY CONVICTION DISCLOSURE AND DEBARMENT CERTIFICATION

FELONY CONVICTION DISCLOSURE

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

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

Please check (√) one of the following:		
My company is a publicly-held corporation. (Advance notice requirement does not apply to publicly-held corporation.) My company is not owned or operated by anyone who has been convicted of a felony. My company is owned/operated by the following individual(s) who has/have been convicted of a felony:		
Name of Felon(s):		
Details of Conviction(s):		
By signature below, I certify that the above information is true company to make this certification.		
The Brandt Com	•	
Company	James Marek	
Signature of Authorized Company Official	Printed Name	
DEBARMENT CER	RTIFICATION	
Neither my company nor an owner or principal of my company for participation in Federal Assistance programs under Executive the Federal Register and Rules and Regulations. Neither my conlisted on the government-wide exclusions in SAM, debarred, sineligible under any statutory or regulatory authority. My com Cooperative members with pending purchases or seeking to puprincipal is later listed on the government-wide exclusions in Sagencies or declared ineligible under any statutory or regulatory	has been debarred, suspended or otherwise made ineligible Order 12549, "Debarment and Suspension," as described in npany nor an owner or principal of my company is currently uspended, or otherwise excluded by agencies or declared pany agrees to immediately notify the Cooperative and all urchase from my company if my company or an owner or SAM, or is debarred, suspended, or otherwise excluded by	
By signature below, I certify that the above is true, complete and this certification.	accurate and that I am authorized by my company to make	
The Brandt Cor	npanies LLC	
Company		
	James Marek	
Signature of Authorized Company Official	Printed Name	



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RESIDENT/NONRESIDENT CERTIFICATION

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

Please check (√)	one of the following:				
I cer	tify that my company is a	Resident Proposei	r.		
☐ I cer	tify that my company is a	Nonresident Prope	oser.		
	is a Nonresident Proposer any's principal place of bu		he following informa	ntion for your resident sta	ate (the state ir
Company Name			Address		
City			State	Zip Code	
whose re	ur resident state require a esident state is the same a es No				
B. What is t	the prescribed amount or p	percentage? \$	or	%	
determining to w ultimate parent of If neither your co	very boy of the Texas Education whom to award a contract. For majority owner (i) has its empany nor the ultimate partitional parent company, o	Among the criteria s principal place of bu arent company or ma	certain criteria that for certain contract usiness in Texas; or of jority owner has its	a school district must s is whether the vendor (ii) employs at least 500 p principal place of busines	or the vendor's people in Texas.
Please check (√)	one of the following:				
Yes	☐ No				
	low, I certify that the intification) above is true, o				
	The	e Brandt Cor	mpanies LL(
		Company	Name		
	Sta		Jame	s Marek	
Signature	e of Authorized Company (Official	Printed Na	me	



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NO ISRAEL BOYCOTT CERTIFICATION

Effective September 1, 2017, as amended effective May 7, 2019 (H.B. 793), a Texas governmental entity may not enter into a contract with a value of \$100,000 or more that is to be paid wholly or partly from public funds with a company (excluding a sole proprietorship) that has 10 or more full-time employees for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. (Tex. Gov'T Code Ch. 2270). Accordingly, this certification form is included to the extent required by law.

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. Tex. Gov't Code §808.001(1).

By signature below, I certify and verify that Vendor does not boycott Israel and will not boycott Israel during the term of any contract awarded under this Proposal Invitation, that this certification is true, complete and accurate, and that I am authorized by my company to make this certification.

The B	randt Companies LLC
	Company Name
Salta	James Marek
Signature of Authorized Company Official	Printed Name

<u>Note</u>: If Vendor does not wish to make this certification, return the blank form in lieu of a completed certification.

NO EXCLUDED NATION OR FOREIGN TERRORIST ORGANIZATION CERTIFICATION

Effective September 1, 2017, Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

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

The Brandt Companies LLC

1110	mo Branat Companico EEC	
	Company Name	
All	James Marek	
Signature of Authorized Company Official	Printed Name	



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HISTORICALLY UNDERUTILIZED BUSINESS CERTIFICATION

A proposer that has been certified as a Historically Underutilized Business (also known as a Minority/Women Business Enterprise or "MWBE" and all referred to in this form as a "HUB") is encouraged to indicate its HUB certification status when responding to this Proposal Invitation. The electronic catalogs will indicate HUB certifications for vendors that properly indicate and document their HUB certification on this form.

Pleas	e check	() all that apply:		
	I certify that my company has been certified as a HUB in the following categories:			
		Minority Owned Business		
		Women Owned Business		
		Service-Disabled Veteran Owned Business (veteran defined by 38 U.S.C. $\S 101(2)$, who has a service-connected disability as defined by 38 U.S.C. $\S 101(16)$, and who has a disability rating of 20% or more as determined by the U. S. Department of Veterans Affairs or Department of Defense)		
	Certi	fication Number:		
	Name of Certifying Agency:			
X	Му со	ompany has NOT been certified as a HUB.		
		gnature below, I certify that the above is true, complete and accurate and that I am authorized by my any to make this certification.		
	Th	e Brandt Companies LLC		
	Comp	pany Name		
	Ja	mes Marek		
	Printe	ed Name		
	Signa	ture of Authorized Company Official		



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CONSTRUCTION-RELATED GOODS AND SERVICES AFFIRMATION

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

The Advisory, available at buyboard.com/Vendor/Resources.aspx, provides an overview of certain legal requirements that are potentially relevant to a Cooperative member's procurement of construction or construction-related goods and services, including those for projects that may involve or require architecture, engineering or independent testing services. A copy of the Advisory can also be provided upon request.

By signature below, the undersigned affirms that Proposer has obtained a copy of the Advisory, has read and understands the Advisory, and is authorized by Proposer to make this affirmation. If Proposer sells construction-related goods or services to a Cooperative member under a BuyBoard contract awarded under this Proposal Invitation, Proposer will comply with the Advisory and applicable legal requirements, make a good faith effort to make its Cooperative member customers or potential Cooperative member customers aware of such requirements, and provide a Cooperative member with a copy of the Advisory before executing a Member Construction Contract with the member or accepting the member's purchase order for construction-related goods or services, whichever comes first.

The Brandt Company LLC

	Company Name
Ald	James Marek
Signature of Authorized Company Official	Printed Name
(07/13/2020
	Date



DEVIATION AND COMPLIANCE

If your company intends to deviate from the General Terms and Conditions, Proposal Specifications or other requirements associated with this Proposal Invitation, you MUST list all such deviations on this form, and provide complete and detailed information regarding the deviations on this form or an attachment to this form. The Cooperative will consider any deviations in its contract award decision, and reserves the right to accept or reject a proposal based upon any submitted deviation.

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

Please check $()$ one of the following:
NO; Deviations Yes; Deviations
List and fully explain any deviations you are submitting:
PLEASE PROVIDE THE FOLLOWING INFORMATION:
1. Shipping Via: Common Carrier Company Truck Prepaid and Add to Invoice Other:
2. Payment Terms: Net 30 days 1% in 10/Net 30 days Other:
3. Number of Days for Delivery: <u>n/a</u> _ARO
4. Vendor Reference/Quote Number: n/a
5. State your return policy: manufacturer's return policy applies
6. Are electronic payments acceptable? ■Yes □ No
7. Are credit card payments acceptable?
The Brandt Companies LLC
Company Name
James Marek
Signature of Anthorzed Company Official Printed Name



LOCATION/AUTHORIZED SELLER LISTINGS

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

The Brandt Companie	es LLC – Austin Brar	nch	
Company Name	tibilitiis September (1994) and the september	Neithernia (Review) from a cities at a fairm abustle method as in a thick and a cities at a Children (Children) (Children) (Children) (Children) (Children)	
1340 Airport Commerc	e Drive #575		
Address			
Austin	Texas	78741	
Citv	State	7ip	
512-491-9100	512-493	I-9104	
Phone Number	Fax Number		
James King			
Contact Person			
The Brandt Compar	nies - Dallas Bran	ch	
Company Name	r+		
1728 Briercroft Coul	L		
Carrollton	Texas	75006	
	State		
972-395-6000	State	Zip	
Phone Number	Face Number		
	Fax Number		
Charles Steele			
Contact Person			

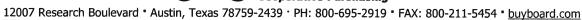


LOCATION/AUTHORIZED SELLER LISTINGS

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

The Brandt Compar	nies - Et Worth Bra	anch	
Company Name			
1001 NE Loop 820,	Ste #300		
Address	The second secon		
Ft Worth	Texas	76131	
City	State	Zip	
817-626-0033			
Phone Number	Fax Number		
Charles Steele			
Contact Person			
The Brandt Compar	nies - Houston Bra	anch	
Company Name			
8848 N Sam Housto	on Parkway W, St	e #410	
Address			
Houston	Texas	77064	
Houston City	Texas State	77064 Zip	
City			

Contact Person





LOCATION/AUTHORIZED SELLER LISTINGS

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

The Brandt Compai	nies - San Antonio	Branch	
Company Name	01 11400		
6023 Corridor PArk	way, Ste #100		
Address			
Schertz	Texas	78154	
City	State	Zip	
210-599-6120			
Phone Number	Fax Number		
Rod Anthony			
Contact Person			
The Brandt Compa	nies - Waco Brand	ch care	
Company Name			•
205 Schroeder Dr			
Address			
Waco	Texas	76710	
City	State	Zip	
254-772-1693			
Phone Number	Fax Number		
Oscar Garza			

Contact Person



TEXAS REGIONAL SERVICE DESIGNATION

The Cooperative (referred to as "Texas Cooperative" in this form and in the State Service Designation form) offers vendors the opportunity to service its members throughout the entire State of Texas. If you do not plan to service all Texas Cooperative members statewide, you **must** indicate the specific regions you will service on this form. If you propose to serve different regions for different products or services included in your proposal, you must complete and submit a separate Texas Regional Service Designation form for each group of products and clearly indicate the products or services to which the designation applies in the space provided at the end of this form. By designating a region or regions, you are certifying that you are authorized and willing to provide the proposed products and services in those regions. Designating regions in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your proposal or, if awarded, termination of your Contract. Additionally, if you do not plan to service Texas Cooperative members (i.e., if you will service only states other than Texas), you must so indicate on this form.

Regional Education Service Centers I will service Texas Cooperative members statewide. 16 ■ I will not service Texas **Cooperative members** statewide. I will only service members in the regions checked below: **Region and Headquarters** ☐ 1 Edinburg □ 2 Corpus Christi **1** 3 Victoria 4 Houston Beaumont ☐ 6 Huntsville **1** 7 Kilgore 8 Mount Pleasant Wichita Falls 20 10 Richardson ☐ 11 Fort Worth 12 Waco ☐ 13 Austin ☐ 14 Abilene 15 San Angelo 16 Amarillo The Brandt Compnaies LLC 17 Lubbock 18 Midland Company Name ☐ 19 El Paso 20 San Antonio Signature of Authorized Company Official James Marek ☐ I will not service members of **Printed Name** the Texas Cooperative.



If this Texas Regional Service Designation form applies to only one or some of the products and services proposed by Vendor, list the products and services to which this form applies here:	
N/A	



STATE SERVICE DESIGNATION

The Cooperative offers vendors the opportunity to service other governmental entities in the United States, including intergovernmental purchasing cooperatives such as the National Purchasing Cooperative BuyBoard. You must complete this form if you plan to service the entire United States, or will service only the specific states indicated. (Note: If you plan to service Texas Cooperative members, be sure that you complete the Texas Regional Service Designation form.)

If you serve different states for different products or services included in your proposal, you must complete and submit a separate State Service Designation form for each group of products and clearly indicate the products or services to which the designation applies in the space provided at the end of this form. By designating a state or states, you are certifying that you are authorized and willing to provide the proposed products and services in those states. Designating states in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your proposal or, if awarded, termination of your Contract.

Please check ($$) all that apply:	
☐ I will service all states in the United States.	
■ I will not service all states in the United States. I will service on	y the states checked below:
Alabama Alaska Arizona Arkansas California (Public Contract Code 20118 & 20652) Colorado Connecticut Delaware District of Columbia Florida Georgia Hawaii Idaho Illinois Indiana Iowa Kansas Kentucky Louisiana Maine Maryland Massachusetts Michigan Minnesota Mississippi Missouri	Nebraska
Montana	



This form will be used to ensure that you can service other governmental entities throughout the United States as indicated. Your signature below confirms that you understand your service commitments during the term of a contract awarded under this proposal.

The Brandt Companies LLC					
	Company Name				
- HAN	James Marek				
Signature of Authorized Company Official	Printed Name				
If this State Service Designation form applies to list the products and services to which this form	only one or some of the products and services proposed by Vendor, applies here:				



NATIONAL PURCHASING COOPERATIVE VENDOR AWARD AGREEMENT

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

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

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



- 7. This Agreement shall be governed and construed in accordance with the laws of the State of Rhode Island and venue for any dispute shall lie in the federal district court of Alexandria, Virginia.
- 8. Vendor acknowledges and agrees that the award of a Piggy-Back Award is within the sole discretion of National Cooperative, and that this Agreement does not take effect unless and until National Cooperative awards Vendor a Piggy-Back Award and the BuyBoard Administrator notifies Vendor in writing of such Piggy-Back Award as provided for herein.

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

The Brandt Companies LLC	631-20
Name of Vendor	Proposal Invitation Number
Alla	James Marek
Signature of Authorized Company Official	Printed Name of Authorized Company Official
07/	13/2020
	Date



FEDERAL AND STATE/PURCHASING COOPERATIVE EXPERIENCE

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

- 1. Provide the dollar value of sales to or through purchasing cooperatives at or based on an established catalog or market price during the previous 12-month period or the last fiscal year: \$5,925,604.42 ... (The period of the 12 month period is July 2019 / June 2020). In the event that a dollar value is not an appropriate measure of the sales, provide and describe your own measure of the sales of the item(s).
- 2. By submitting a proposal, you agree that, based on your written discounting policies, the discounts you offer the Cooperative are equal to or better than the best price you offer other purchasing cooperatives for the same items under equivalent circumstances.
- 3. Provide the information requested below for other purchasing cooperatives for which Proposer currently serves, or in the past has served, as an awarded vendor. Rows should be added to accommodate as many purchasing cooperatives as required.

PURCHASING GROUP	CURRENT VENDOR? (Y/N)	FORMER VENDOR (Y/N)? – IF YES, LIST YEARS AS VENDOR	AWARDED COMMODITY CATEGORY(IES)
1. Federal General Services Administration			
2. T-PASS (State of Texas)			
3. OMNIA Partners			
4. Sourcewell (NJPA)			
5. E&I Cooperative			
6. Houston-Galveston Area Council (HGAC)			
7. Choice Partners			
8. The Interlocal Purchasing System (TIPS)			
9. Other			

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

CURRENT BUYBOARD VENDORS

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

Current Dis	count (%):		Proposed Discount (%)) :
Explanation:	dollar amount/dates	listed in Item #1	are for our current exis	ting Buyboard contracts



By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

The Brandt Com	npanies LLC
Company	Name
Alla	James Marek
Signature of Authorized Company Official	Printed Name



GOVERNMENTAL REFERENCES

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

Entity Name	Contact	Phone#	Email Address	Discount		Quantity/ Volume
1Texas State Un	iversity CJ Hall	512-753-974	45 cjhall@txsta	ate.edu	25%	\$9,532,453
2. City of Georget	own Trish Long	512-931-7714	trish.long@geo	orgetown.org	25%	\$1,158,556
3	Commission John	Childress 512-865	-8396 john.childres	ss@twc.state.us	s 25%	\$3,489,156
4. City of San Mar	cos Oscar Haire	ell 512-393-8410) ohairell@sanm	arcostx.gov	25%	\$2,764,952
_{5.} City of San An	tonio Pat Patton	210-207-3493	pat.patton@sa	nantonio.gov	25%	\$4,513,396
Do you ever modify better discounts (low	your written policies ver prices) than indi	s or standard gover cated? YES NO	nmental sales practi If YES, please	ces as identified explain:	I in the abo	ve chart to give
By signature below, certification.	I certify that the a	above is true and o	correct and that I a	m authorized b	by my comp	pany to make thi
	t Compani	es LLC	_			
Company Name	~					
Signature of Authori	• •	al	-			
James Mar	ek		_			
Printed Name				_		



MARKETING STRATEGY

For your Proposal to be considered, you must submit the Marketing Strategy you will use if the Cooperative accepts all or part of your Proposal. (<u>Example</u>: Explain how your company will initially inform Cooperative members of your BuyBoard contract, and how you will continue to support the BuyBoard for the duration of the contract period.)

Attach additional pages if necessary.
Brandt's marketing materials, website and social media sites all contain the
BuyBoard logo so that our clients know that we are members of the cooperative. Our
sales people are also trained to inform eligible customers about the programs available
to them, like BuyBoard.
Please see the following pages containing marketing material already in place
which support BuyBoard.
The Brandt Companies LLC Company Name
All
Signature of Authorized Company Official
James Marek
Printed Name



Brandt is Texas' premier mechanical construction and maintenance service provider is available in your area. We understand the importance of maintaining your equipment in good working condition in order to assist in providing the atmosphere that is necessary for daily operations.

WHAT WE DO

- HVAC Preventative Maintenance/Services
- Plumbing Services
- Electrical Services
- Controls Services
- Boiler Services

HOW WE DO IT

- 4 hour response time on emergency calls
- Live dispatch 24/7
- 64 years of providing prompt & professional service
- One call for air conditioning, plumbing, electrical & equipment service or replacement

Call for a free no obligation consultation, site survey and quote on a facility maintenance plan or service repair that will fulfill your needs and meet your budget.















CONFIDENTIAL/PROPRIETARY INFORMATION

A. Public Disclosure Laws

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

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

Please check $()$ one of the following:
NO , I certify that none of the information included with this Proposal is considered confidential or proprietary.
YES, I certify that this Proposal contains information considered confidential or proprietary and all such information is specifically identified on this form.
If you responded "YES", you must identify below the specific information you consider confidential or proprietary. List each page number, form number, or other information sufficient to make the information readily identifiable. The Cooperative and its Administrator will not be responsible for a Proposer's failure to clearly identify information considered confidential or proprietary. Further, by submitting a Proposal, Proposer acknowledges that the Cooperative and its Administrator will disclose information when required by law, even if such information has been identified herein as information the vendor considers confidential or proprietary.
Confidential / Proprietary Information:
(Attach additional sheets if needed.)



B. Copyright Information	
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Does your Proposal (including forms, documentation, or other materials submitted with the Proposal) contain copyright information?

Please check $()$ one of the following:							
NO, Proposal (including forms, documentation, or other materials submitted with the Proposal) does not contain copyright information.							
YES, Proposal (including forms, documentation, or other materials submitted with the Proposal) does contain copyright information.							
If you responded "YES", identify below the specific documents or pages containing copyright information.							
Copyright Information:							
(Attach additional cheets if peeded)							
(Attach additional sheets if needed.)							
C. Consent to Release Confidential/Proprietary/Copyright Information to BuyBoard Members BuyBoard members (Cooperative and nonprofit members) seeking to make purchases through the BuyBoard may wish to view information included in the Proposals of awarded Vendors. If you identified information on this form as confidential, proprietary, or subject to copyright, and you are awarded a BuyBoard contract, your acceptance of the BuyBoard contract award constitutes your consent to the disclosure of such information to BuyBoard members, including posting of such information on the secure BuyBoard website for members. Note: Neither the Cooperative nor its Administrator will be responsible for the use or distribution of information by BuyBoard members or any other party.							
D. Consent to Release Proposal Tabulation Notwithstanding anything in this Confidential/Proprietary Information form to the contrary, by submitting a Proposal, Vendor consents and agrees that, upon Contract award, the Cooperative may publically release, including posting on the public BuyBoard website, a copy of the proposal tabulation for the Contract including Vendor name; proposed catalog/pricelist name(s); proposed percentage discount(s), hourly labor rate(s), or other specified pricing; and Vendor award or non-award information.							
By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.							
The Brandt Companies LLC							
Company Name							
CAMP.							
Signature of Authorized Company Official							
James Marek							
Printed Name							
07/13/2020							
Date							



VENDOR BUSINESS NAME

By submitting a Proposal, Proposer is seeking to enter into a legal contract with the Cooperative. As such, a Proposer must be an individual or legal business entity capable of entering into a binding contract. Proposers, must completely and accurately provide the information requested below or your Proposal may be deemed non-responsive.

Name of Proposing Company: The Brandt Companies LLC

(List the legal name of the company seeking to contract with the Cooperative. Do NOT list an assumed name, dba, aka, etc. here. Such information may be provided below. If you are submitting a joint proposal with another entity to provide the same proposed goods or services, each submitting entity should complete a separate vendor information form. Separately operating legal business entities, even if affiliated entities, which propose to provide goods or services separately must submit their own Proposals.) Please check ($\sqrt{}$) one of the following: Type of Business: Individual/Sole Proprietor Corporation Limited Liability Company Partnership Other If other, identify ____ N/A State of Incorporation (if applicable): Federal Employer Identification Number: 37-1652957 (Vendor must include a completed <u>IRS W-9</u> form with their proposal) List the Name(s) by which Vendor, if awarded, wishes to be identified on the BuyBoard: (Note: If different than the Name of Proposing Company listed above, only valid trade names (dba, aka, etc.) of the Proposing Company may be used and a copy of your Assumed Name Certificate(s), if applicable, must be attached.)

(Rev. October 2018) Department of the Treasury Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

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

	1 Name (as shown on your income tax return). Name is required on this line; d	o not leave this line blank.											
	The Brandt Companies, LLC												
аде З.	2 Business name/disregarded entity name, if different from above												
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. 4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):												
s on p	individual/sole proprietor or C Corporation S Corporation Partnership Trust/estate										•		
8 5		. C	L!_\	6		6	kemp	ot pay	yee c	900	(IT au	1 9)	
Print or type. Specific Instructions on page	Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that						Exemption from FATCA reporting code (if any)						
- š	is disregarded from the owner should check the appropriate box for the t	tax classification of its owner	r,										
8	Other (see instructions) ► Address (number, street, and apt. or suite no.) See instructions.		Bassasta									utside	the U.S.)
See 5	i i		Requeste	er S	name	ano	aoo	ress	(opt	onal	,		
ά	1728 Briercroft Court 6 City, state, and ZIP code												
	Carrollton, TX 75006 7 List account number(s) here (optional)												
	(4)												
Pai	Taxpayer Identification Number (TIN)												
	your TIN in the appropriate box. The TIN provided must match the nar	me given on line 1 to avo	id I	Soc	ial s	curi	ity n	umb	er				
backı	up withholding. For individuals, this is generally your social security nur	mber (SSN). However, for	ra [П	\neg	آ	T		ſ			T
reside entitie	ent allen, sole proprietor, or disregarded entity, see the instructions for as, it is your employer identification number (EIN). If you do not have a	Part I, later. For other	_				-		-	-			
TIN, I		number, see now to get								L			
Note:	If the account is in more than one name, see the instructions for line 1	. Also see What Name a			ploye	r ide	entifi	catio	on n	umb	er		
Numb	per To Give the Requester for guidelines on whose number to enter.		Γ		-				J	$\overline{\mathbf{A}}$	_	_	
			1	3	7	-	1	6	5	2	9	5	7
Par	t II Certification												
	r penalties of perjury, I certify that:												
2. I ar Sei	1. 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 2. I arn 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												
	n a U.S. citizen or other U.S. person (defined below); and												
	FATCA code(s) entered on this form (if any) indicating that I am exem	int from EATCA reporting	ie come	oct									
	ication instructions. You must cross out item 2 above if you have been n					hian	t to	hack	aun i	with	hold	ina k	20001100
you ha acqui:	ave failed to report all interest and dividends on your tax return. For real es sition or abandonment of secured property, cancellation of debt, contribut than interest and dividends, you are not required to sign the certification, t	state transactions, item 2 d ions to an individual retire	does not ment am	ap	ply. F ieme	or n	norto RAN	gage and	inte nen	rest erall	pai	d, avmi	ants
Sign Here	Signature of U.S. person	D	ate >		1-3	2-2	020						
Ge	neral Instructions	• Form 1099-DIV (divi	idends, i	incl	ludin	g the	ose	fron	ı sto	cks	orı	nutı	Jal
Section noted	on references are to the Internal Revenue Code unless otherwise	funds) • Form 1099-MISC (various types of income, prizes, awards, or gross											
Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted effect they were published go to wave improve (Form MA).													
	they were published, go to www.irs.gov/FormW9.	• Form 1099-S (proce		m r	eal e	state	e tra	ınsa	ctio	ns)			
	pose of Form	 Form 1099-K (mercil 	hant car	d a	ınd th	ird	part	y ne	two	rk tr	ans	actic	ons)
inform	dividual or entity (Form W-9 requester) who is required to file an nation return with the IRS must obtain your correct taxpayer	 Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition) 											
(SSN)	fication number (TIN) which may be your social security number , individual taxpayer identification number (ITIN), adoption	Form 1099-C (canceled debt)											
taxpa	yer identification number (ATIN), or employer identification number	• Form 1099-A (acqui								•	•	••	
(EIN), amou	to report on an information return the amount paid to you, or other nt reportable on an information return. Examples of information	Use Form W-9 only alien), to provide your				. pe	rso	n (in	clud	ing a	a re	side	nt
	is include, but are not limited to, the following. in 1099-INT (interest earned or paid)		If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.										



EDGAR VENDOR CERTIFICATION

(2 CFR Part 200 and Appendix II)

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

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

1. Vendor Violation or Breach of Contract Terms:

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

Provisions regarding Vendor default are included in the BuyBoard General Terms and Conditions, including Section E.18, Remedies for Default and Termination of Contract. Any Contract award will be subject to such BuyBoard General Terms and Conditions, as well as any additional terms and conditions in any Purchase Order, Cooperative member ancillary contract, or Member Construction Contract agreed upon by Vendor and the Cooperative member which must be consistent with and protect the Cooperative member at least to the same extent as the BuyBoard Terms and Conditions.

The remedies under the Contract are in addition to any other remedies that may be available under law or in equity. By submitting a Proposal, you agree to these Vendor violation and breach of contract terms.

2. Termination for Cause or Convenience:

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

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

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



3. Equal Employment Opportunity:

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

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

4. Davis-Bacon Act:

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

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

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

5. Contract Work Hours and Safety Standards Act:

Where applicable, for all Cooperative member contracts or purchases in excess of \$100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

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

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

Vendor agrees to comply with the above requirements when applicable.



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

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

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

8. Debarment and Suspension:

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

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

9. Byrd Anti-Lobbying Amendment:

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

10. Procurement of Recovered Materials:

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

11. Profit as a Separate Element of Price:

For purchases using federal funds in excess of the Simplified Acquisition Threshold, a Cooperative member may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.323(b). When required by a Cooperative member, Vendor agrees to provide information and negotiate with the Cooperative member regarding profit as a separate element of the price for a particular purchase. However, Vendor agrees that the total price, including profit, charged by Vendor to the Cooperative member shall not exceed the awarded pricing, including any applicable discount, under Vendor's Cooperative Contract.



12. General Compliance and Cooperation with Cooperative Members:

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

Vendor Certification Item No.	<u>Vendor Certification</u> : YES , I agree or NO , I do NOT agree	Initial
Vendor Violation or Breach of Contract Terms	Yes	JM
2. Termination for Cause or Convenience	Yes	JM
3. Equal Employment Opportunity	Yes	JM
4. Davis-Bacon Act	Yes	JM
5. Contract Work Hours and Safety Standards Act	Yes	JM
6. Right to Inventions Made Under a Contract or Agreement	Yes	JM
7. Clean Air Act and Federal Water Pollution Control Act	Yes	JM
8. Debarment and Suspension	Yes	JM
9. Byrd Anti-Lobbying Amendment	Yes	JM
10. Procurement of Recovered Materials	Yes	JM
11. Profit as a Separate Element of Price	Yes	JM
12. General Compliance and Cooperation with Cooperative Members	Yes	JM

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

to ment and constitution and an constitution
The Brandt Companies LLC
Company Name
CAN.
Signature of Authorized Company Official
James Marek
Printed Name



PROPOSAL INVITATION QUESTIONNAIRE

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

1.	List the number of years Proposer has been in business and former business names (if applicable). Note whether your company is currently for sale or involved in any transaction that would significantly alter its business or result in acquisition by another entity.
Se	ee attached
2.	Describe Proposer's direct experience (not as a subcontractor) performing the work proposed under this contract. Include a brief description of the projects you have completed for Texas governmental entities in the last 5 years, and include for each the project name, scope, value, and date, and the name of the procuring government entity and entity contact person. Identify the contracts that best represent Proposer's capabilities relative to this contract.
Se	ee attached
3.	Describe the resources Proposer has to manage staff and successfully perform the Work contemplated under this Contract. State the number and summarize the experience of company personnel who may be utilized for the Work, including those who will be available to Cooperative members for assistance with project development, technical issues, and product selection for Work associated with this Contract.
Se	ee attached



4.	The Contract does not include architectural or engineering services, which must be procured separately, outside of the Cooperative, in accordance with Chapter 2254 of the Texas Government Code (Professional Services Procurement Act) If you are performing work under the contract on a project that requires the services of an architect or professional engineer, how will you work with a Cooperative member and its designated architect or engineer with respect to services that must be procured outside the contract?
Se	ee attached
 5.	Describe the tasks and functions that can be completed by Proposer in-house without the use of a subcontractor or other third party.
Se	ee attached
6.	Describe Proposer's financial capability to perform the Contract. State or describe the firm's financial strength and rating bonding capacity, and insurance coverage limits. State whether the firm, or any of the firm's past or present owners principal shareholders or stockholders, or officers, have been a debtor party to a bankruptcy, receivership, or insolvency proceeding in the last 7 years, and identify any such debtor party by name and relationship to or position with your firm.
Se	ee attached
7.	Does your company have any outstanding financial judgments and/or is it currently in default on any loan or financing agreement? If so, provide detailed information on the nature of such items and prospects for resolution.
Se	ee attached



8.	List all contracts, if any, in the last 10 years on which Proposer has defaulted, failed to complete or deliver the work, of that have been terminated for any reason. Include any contract for which the surety was notified of a potential claim in regards to a payment or performance bond. For each such contract, provide the project name, scope, value and date and the name of the procuring entity. Fully explain the circumstances of the default, notice to surety, failure to complete or deliver the work, or termination.
Se	ee attached
9.	List all litigation or other legal proceedings (including arbitration proceedings and/or claims filed with a surety in regards to a payment or performance bond), if any, in the last 10 years brought against your firm, or any of the firm's past of present owners, principal shareholders or stockholders, officers, agents or employees, that relates to or arises from a contract similar to this Contract or the work contemplated under this Contract. Provide the style of the lawsuit of proceeding (name of parties and court or tribunal in which filed), if applicable, nature of the claim, and resolution of current status.
Se	ee attached
10.	Describe in detail the quality control system Proposer will use, including third party auditing certification, to support the long-term performance and structural strength of the products to be used in a project under the Contract.
Se	e attached
11.	If the work will require Proposer to tender performance or payment bonds, provide the name of the bonding company or surety that will issue such bonds.
 S6	ee attached



12. Describe in detail all documented safety issues, if any, that have involved Proposer in the last three (3) years related to the type of work contemplated under this contract. Provide a 3-year history of your firm's workers compensation experience modifier.
see attached
By signature below, I certify that the information contained in and/or attached to this Proposal Invitation Questionnaire in response to the above questions is true and correct and that I am authorized by my company to make this certification.
The Brandt Companies LLC Company Name
Signature of Authorized Company Official

Proposal Invitation Questionnaire

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

The Brandt Companies has been in business for 68 years. Former business names are as follows: Brandt Mechanical Services, Inc., M&Z Brandt Engineering of Waco, LLC, Brandt Service Company LLC, Brandt Electric LLC, M&Z Brandt Engineering Co. LLC, and Metalair Industries, LLC. The Brandt Companies is not currently for sale or involved in any transaction to expand or to become acquired by another business entity.

2. Describe Proposer's direct experience (not as a subcontractor) performing the work proposed under this contract. Include a brief description of the projects you have completed for Texas governmental entities in the last 5 years, and include for each the project name, scope, value, and date, and the name of the procuring government entity and entity contact person. Identify the contracts that best represent Proposer's capabilities relative to this contract.

Examples of proposer's direct experience can be found at the end of this section.

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

Brandt enjoys a level of flexibility with our manpower because we have multiple office locations, centralized shops, and consistent training between all of our operations. We understand that schedules may adjust very quickly on projects due to weather, critical deliveries, or changes in the critical path. Our goal is to develop a mutually agreeable schedule for all of our projects by providing accurate and detailed information for our tasks. We believe our extensive pool of qualified employees is an

asset in today's world of fast-track construction projects.

Over the last three (3) years, Brandt's annual revenues have averaged greater than \$350 million; every bit of which has been sufficiently manned to provide the highest quality of work within the schedule constraints.

4. The Contract does not include architectural or engineering services, which must be procured separately, outside of the Cooperative, in accordance with Chapter 2254 of the Texas Government Code (Professional Services Procurement Act). If you are performing work under the contract on a project that requires the services of an architect or professional engineer, how will you work with a Cooperative member and its designated architect or engineer with respect to services that must be procured outside the contract?

Brandt can provide MEP Engineering Services related to the project procured through Buy Board to the cooperative member through a separate business contract executed by both parties with agreed terms and conditions.

We identify the best subcontractors and vendors suitable to work with on a particular project and take competitive pricing. After the pricing is received, a selection is made based upon the price, availability and willingness to work with the team on this project.

Working with the appropriate subcontractors and vendors Brandt will track all purchased equipment and supplies in order to maintain the project schedule and reduce any chances of delays resulting in additional cost to the budget.

Brandt fabricates sheet metal duct work, piping and plumbing batteries in our state-of-the-art fabrication shops thereby reducing the overall cost for the project.

The Project Management Team is responsible for working with the preconstruction group in the early phase of the project identifying long lead items, expediting the quotes and reviewing all quotes to purchase the appropriate products at the most competitive price to maintain budget.



Brandt fabricates sheet metal duct work in-house. The purchase of raw materials is accomplished by "company-look-ahead" to purchase raw materials (steel, insulation, pipe ect.) at a locked in price to reduce the chance of material escalation.

5. Describe the tasks and functions that can be completed by Proposer in-house without the use of a subcontractor or other third party.



Brandt has grown to become one of the Nation's largest MEP firms (THE largest in Texas) and was recognized as AGC's 2015 Specialty Contractor. Our annual revenues approach \$350 million and our bonding capacity is \$500 million.

We perform the entire mechanical and/or electrical phases of large commercial, institutional and industrial construction projects. Brandt's self-performance of various trade disciplines affords clients resultant benefits in time saved, ease of coordination and lower final cost of the systems installed. Brandt is headquartered in Carrollton, Texas, and maintains a additional regional offices in Austin, Fort Worth, Houston, San Antonio and Waco.

The majority of our work is within Texas; although, we occasionally pursue opportunities outside of the state. Mechanically, we work entirely union and electrically our operation is a merit shop.

Brandt employs approximately 2,000 people companywide.

Sheet metal is produced in Brandt's state of the art fabrication facility in Dallas, while both the Dallas and

San Antonio operations showcase plumbing and HVAC piping prefabrication plants that are unmatched in the Southwest. Collectively, these manufacturing centers alone encompass an impressive 100,000 square feet of dedicated space.

Since our inception 64 years ago, an early and intense coordination effort has been the linchpin around which our well documented project success has turned. In this regard, Brandt's resources are substantial. We utilize the latest technology including BIM (Building Information Modeling), 3D CAD and NavisManage collision check software to model all of our projects. Technology can and does impress; however, Brandt's remarkable and somewhat unique investment in experienced, CAD trained professionals is more so.

We employ 80 full time dedicated BIM detailers and virtual designers. These professionals are experienced in all aspects of the construction work and especially proficient in mechanical and electrical trades. This not only permits us to identify and resolve conflicts early on, but also facilitates timely and efficient field installations. Brandt's strategic investments into the pre-planning arena have advanced our ability to minimize risk, maximize safety, and complete schedules faster and with minimal cost to clients.

At Brandt, we strive to exceed expectations by providing innovative value-conscious solutions to complex problems. Brandt looks beyond every day industry accepted approaches to solve problems and evaluate issues from disciplines other than exclusively mechanical and electrical. We understand that our work has to fit within the confines of Owner's budgets and General Contractor's commitments.

But how does Brandt ensure that systems perform properly?

By design, Brandt is a collection of specialized and dedicated departments, service groups and individuals intended to bring highly skilled and trained resources. Our in-house NEBB certified Commissioning Group is managed in each major office by LEED AP, Registered



Professional Engineers, and is an integral part of all project teams from day-one.

Brandt brings major value to clients by providing the commissioning the piece early. Often, an owner's third -party commissioning authority is not brought onboard until the construction phase. The delay creates knowledge gaps that must be bridged before project specific program are finalized.

At Brandt, our dedicated PE's and staff of technicians are engaged from the day we're hired. Every submittal is reviewed for adherence to requirements by a mechanical/electrical PE in addition to project management. Pre-functional and functional inspection/testing procedures are developed that are specific for each project system. During installation and start-up, each critical component is checked against both specification requirements and manufacturers' performance and installation standards.

Putting it all Together – today, tomorrow and beyond

To summarize, Brandt provides mechanical and electrical services to clients on virtually every type of project including but not limited to the follow: office high-rise buildings, high – end convention center hotels, complex and sophisticated hospitals and laboratory facilities, State of Texas government buildings, and massive semiconductor clean rooms. Unique challenges arise whether the project is big or small, but Brandt is successful in its execution and finished product and has earned a remarkable reputation for professionalism, quality work, and reliable performance.

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

DUN & BRADSTREET

Number: 007508120 Rating: 4A3

ANNUAL SALES VOLUME LAST FIVE (5) YEARS:

2019: \$471,696,023 2018: \$498,321,770 2017: \$479,643,539 2016: \$419,000,000 2015: \$398,000,000

INSURANCE INFORMATION:

Marsh USA, Inc. 4400 Comerica Bank Tower 1717 Main Street Dallas TX 75201 214.303.8258

See coverage limits on the insurance certificate on the following page.

STATE WHETHER THE FIRM, OR ANY OF THE FIRM'S PAST OR PRESENT OWNERS, PRINCIPAL SHAREHOLDERS OR STOCKHOLDERS, OR OFFICERS, HAVE BEEN A DEBTOR PARTY TO A BANKRUPTCY, RECEIVERSHIP, OR INSOLVENCY PROCEEDING IN THE LAST 7 YEARS, AND IDENTIFY ANY SUCH DEBTOR PARTY BY NAME AND RELATIONSHIP TO OR POSITION WITH YOUR FIRM.

Neither Brandt nor or any of the firm's past or present owners, principal shareholders or stockholders, or officers, have been a debtor party to a bankruptcy, receivership, or insolvency proceedings.

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

The Brandt Companies is not currently in default on any loan agreement or financial agreement with any bank, financial institution, or other entity.

8. List all contracts, if any, in the last 10 years on which Proposer has defaulted, failed to complete or deliver the work, or that have been terminated for any reason. Include any contract for which the surety was notified of a potential claim in regards to a payment or performance bond. For each such contract, provide the project name, scope, value and date and the name of the procuring entity. Fully explain the circumstances of the default, notice to surety, failure to complete or deliver the work, or termination.

None.



9. List all litigation or other legal proceedings (including arbitration proceedings and/or claims filed with a surety in regards to a payment or performance bond), if any, in the last 10 years brought against your firm, or any of the firm's past or present owners, principal shareholders or stockholders, officers, agents or employees, that relates to or arises from a contract similar to this Contract or the work contemplated under this Contract. Provide the style of the lawsuit or proceeding (name of parties and court or tribunal in which filed), if applicable, nature of the claim, and resolution or current status.

Brandt is a third-party defendant in one suit by virtue of its role as successor-in-interest to a named defendant entity acquired by Brandt in an asset purchase. Brandt has filed a related action against the principles of the predecessor/acquired company with regard to applicable indemnity and insurance. Brandt is a defendant in 2 personal injury lawsuits and a party to an arbitration and a suit involving subcontractors that Brandt replaced on jobs. Amounts in controversy do not pose a material financial impact on Brandt.

10. Describe in detail the quality control system Proposer will use, including third party auditing certification, to support the long-term performance and structural strength of the products to be used in a project under the Contract.

Brandt employs an extensive Quality Control Program to ensure our clients receive the highest quality materials and workmanship. Our success is achieved through a combination of on-site quality verification, off-site source inspection, quality checklists, expediting procedures, analytical testing and mechanic training and certification. A project specific Quality Control Program is developed for your project.



Brandt commits to implement quality control procedures and direct the activities of our organization throughout the construction process. The systems we install will conform to the quality requirements specified to ensure a zero failure/deficiency commissioning process. We will provide the required quality control personnel on the project site and in our fabrication shops to complete the quality functions described in the Contract Documents, Specifications and Commissioning Plan.

Quality assurance activities performed shall be clearly separated from production activities. The staff responsible for all quality control functions and activities will have the authority to see that these tasks are performed to accomplish the desired end result and shall be directly responsible to the QA/QC Manager for their performance.

Quality Control Objectives - The key objectives of our quality control program are outlined below:

- Ensure that all of our work adheres strictly to the requirements of the Contract and governing agencies.
- Maintain quality control procedures to ensure that tasks performed will comply with the Contract and Commissioning Plan.
- Prevent deficiencies through pre-construction quality control coordination.
- Detect and correct deficiencies in a timely manner.
- Provide an auditable record of all tests, inspections, procedures, non-compliance and corrections, and any other pertinent data as required.

Quality Control Procedures

The following is a brief description of our quality control procedures that are used on all of our projects and will be tailored to the specific needs of this project:

Document Control

Brandt will prepare procedures to control documents and data that relate to the control of contracted work. We are responsible for ensuring that documents provided by the Owner for construction are maintained



to the most up-to-date revisions. Brandt control procedures will ensure that all necessary information is delivered to the proper locations and personnel responsible for the performance of the work. These procedures will ensure that obsolete documents are promptly removed from all points of issue or use.

Identification and Traceability of Equipment and Material

Brandt will maintain the identification of material and equipment used during construction. Procedures will be developed to describe the methods of maintaining traceability.

Process Control

Brandt will provide procedures to control work processes including the following:

- Welding Procedure Specifications and Procedure Qualification Records
- Insulation Inspection Procedures
- Piping Cleaning Procedure
- Flushing and Hydro-Testing Procedures
- NDE (Nondestructive Examination) Procedures
- Welder Qualification Procedures
- Duct Pressurization Tests

Inspection, Measuring & Testing

Brandt will perform inspections adequate to cover all operations, including both on site and off site work.

Preparatory Inspection - A preparatory inspection will be performed prior to beginning any work on any definable segment of the work and will include:

- A review of Contract requirements
- Verification that all materials and/or equipment have been tested, submitted, and accepted.
- Verification that provisions have been made to provide required control testing.
- Examination of the work area to ascertain that all preliminary work has been completed.
- A physical examination of materials and equipment to assure that they conform to accep shop drawings or submittal data and that all necessary material and/ or equipment are available.

As a part of this preparatory inspection, Brandt will review and verify that all documents, including shop drawings, submittal data, method of Quality Control, product data sheets, test reports, certification and manufacturer's instructions have been submitted and accepted by Owner. Each submittal to the Owner shall bear the date and the signature of Brandt's Site Manager (or authorized designee) indicating that a review of the submittal and certify it to be in compliance with the Contract Drawings and Specifications or showing the required changes.



Initial Inspection - An initial inspection will be performed as soon as a representative segment of the particular item of work has been accomplished. The initial inspection will include:

- Examination of the quality of workmanship
- Review of control testing for compliance with Contract requirements.
- Exclusion of defective or damaged materials.
- Check for omissions
- Verification of dimensional requirements

Follow-up Inspection - Follow-up inspections will be performed periodically as necessary to ensure continuing compliance with the Contract requirements. These follow-up inspections may also include control testing.

Final Inspection - A final inspection will be conducted when the work is substantially complete. Brandt shall inspect the work for quality, workmanship and completeness prior to notification that the item or segment of the work has been completed.



Testing - Specific testing will be performed as required and per the methods defined by the contract documents and the commissioning plan. Testing shall verify specified requirements through measurement of one or more characteristics or performance.

Documentation - Brandt will package and prepare all inspection and testing documentation for turnover at the completion of construction. We will develop turnover packages by system or as determined mutually agreeable by Owner and Brandt. Each system file will contain all field inspection and testing records for the components of the system.

Control of Non-Conformances - Brandt will ensure that all work that does not comply with the requirements and references specified in the Contract scope of work is identified and correctly resolved. All work installed or fabricated by Brandt shall be inspected (i.e., punched) and resolved prior to notifying Owner the work is ready for final acceptance inspection. We will record all punch list items (i.e., deficiencies) on a punch list record. Material or equipment that is supplied by Owner and is found by Brandt to have deficiencies is to be immediately identified to Owner for corrective action.

We will develop procedures for control and disposition of nonconforming conditions. Measures will be taken to preclude work containing uncorrected deficiencies being built upon or concealed until satisfactorily disposed of. Brandt will prepare procedures for documenting and controlling nonconforming items or services. If corrective action of the nonconforming items or services does not result in full conformance with contract requirements, the proposed final disposition will be approved by a designated Owner representative.

Measures will be taken to perform the following:

- Provide holding areas or methods for segregating nonconforming items to prevent unauthorized use.
- Maintain records identifying nonconforming items, the nature of nonconformance, its dispositions and evidence that the disposition has been satisfactorily completed.

Quality Control Records

Brandt will prepare procedures to collect, index, file, and store, maintain, and turn over to Owner the quality control records listed below:

- All records required by specifications
- Test and inspection reports
- Radiographs
- Material and equipment certificates required by specification
- Equipment maintenance/preservation records
- As-built drawings

Brandt will package and prepare all quality records for turnover. These records will be assembled by system and will contain field inspection and testing records for the components of the system.

Training

Brandt will prepare a procedure for identifying training needs and will provide training for the personnel performing activities affecting quality. The procedures will provide for documentation of training. In addition to other training needs identified by Brandt, prior to the start of each major item of work required by the Contract, a Preconstruction Quality Control meeting will be held with responsible field and office representatives to ensure that quality requirements are understood by those performing the Work.

Material and Equipment Receiving, Handling, Storage, and Maintenance

Brandt is responsible for the receipt and control of their purchased material and equipment, and material and equipment that is issued to Brandt. We may reject faulty or damaged equipment upon receipt and will promptly advise the designated Owner Representative for Owner issued material/ equipment.

Upon issue, Brandt will conduct a program for preventive maintenance of equipment, including Supplier's recommendations. The equipment protection requirements should be established by Specification.

Brandt will keep records of all maintenance performed on equipment during the construction phase of the project.



Brandt will prepare a procedure for material and equipment receiving, handling, storage, and maintenance.

Other Sub Contractor/Supplier Quality Requirements

Brandt's suppliers of services, equipment, and materials will be required to meet the same quality standards required of Brandt. All subcontractors and/ or suppliers will perform surveillance of other lower tier sub-contractors and supplier's quality related operations consistent with the nature and scope of service or product provided. Brandt will provide a procedure for controlling quality of the sub-tier suppliers/ subcontractors..

11. If the work will require Proposer to tender performance or payment bonds, provide the name of the bonding company or surety that will issue such bonds.

CHUBB Group of Insurance Companies 1445 Ross Avenue, Suite 4200 Dallas, TX 75202 214.365.7642

MAXIMUM BONDING CAPACITY:

Brandt's bonding company has authorized single bonds in excess of \$150,000,000 with a backlog of over \$500,000,000. However, these amounts should not be considered maximum available. Brandt's excellent financial picture supports a greater limit both for single projects and total work program

12. Describe in detail all documented safety issues, if any, that have involved Proposer in the last three (3) years related to the type of work contemplated under this contract. Provide a 3-year history of your firm's workers compensation experience modifier.

Safety Program

The statement to the left comes from the first page of the Brandt Safety Manual (electronic copy included). In practice, this means that every employee (whether field or office staff), attends a mandatory 8-hour corporate safety orientation upon being hired. We have a comprehensive substance abuse program which tests employees prior to being hired, post-incident, probable cause, and random selection. Additionally, all Project

Management and Supervision (foreman level and above) are OSHA-30 Certified, with the field forces being OSHA-10 Certified.

Once on the jobsite, employees complete daily Job Hazard Analysis sheets that are specific to the tasks that are being performed. Brandt also conducts a "5 Minutes to Power" session daily. This is a stretching based format that helps to prevent strains and pulls, while also preparing the employee mentally for the day's work. Tools and equipment are inspected daily, to ensure that they are in good repair. At a minimum of once per week, jobsite Toolbox Talks are conducted, focusing on a topic related to the work being performed.

Every month, Brandt conducts Supervisor Safety Meetings where our safety trends are evaluated, goals are set, and lessons are shared. Once per quarter, we conduct field-wide refresher training over the course of an 8-hour session.

Brandt's safety department is overseen by our South Texas Safety Director. This individual reports directly to the Senior Vice President of Employee Services and has complete authority to "do whatever it takes" to ensure that safe work practices are being performed on our jobsites. Reporting to our Safety Director, are a team of Safety Managers, responsible for jobsite inspections and supporting our supervisory teams. The frequency of the visits to jobsites will range from a minimum of once per week, to full time involvement, depending on such factors as crew size, work schedule, nature of the work being performed, and contractual requirements.

TRAINING

All Employees

- 8-hour Safety Training for all employees
- 8-hour Safety Orientation for all new employees (Brandt Safety Booklet)
- Quarterly OSHA training for all employees
- Confined Space Training
- HazCom Training
- Bloodborne Pathogens
- Weekly Tool Box Talk on Each Job with Everyone on the Job



- Daily Tool Box Talk at start of each shift
- Daily Task Hazard Analysis on every job site each shift

Supervisors

- Monthly Supervisors Meeting
- 30 Hour OSHA training for Supervisors (all Superintendents and Project Mgrs.)
- CPR/First Aid training every other year
- OSHA Record keeping training for all Superintendents and Safety Committee Members

Specialized

- Operator training for all backhoes, forklifts, rough terrain forklifts, scissor lifts, boom lifts, powder actuated tools and laser users
- Competent person trenching training for all backhoe operators and underground supervisors

SAFETY COMMITTEE

Monthly Safety Committee Meetings

5 MINUTES TO POWER

Daily stretch and flex routine

INCENTIVE PROGRAM

- Instant Recognition Program
- Gift Cards given for observed good behavior

ACCIDENT INVESTIGATION

 All accidents and incidents investigated by Safety Committee within 24 Hours

Return - to - Work Program

- Designated Clinic for injured workers
- Modified Duty Program to get injured workers back to work

PRE-EMPLOYMENT AND POST ACCIDENT DRUG TESTING

SAFETY CITATION PROGRAM

PRESCRIPTION EYEGLASS PROGRAM

DEFENSIVE DRIVER TRAINING (as applicable)

(BRANDT SAFETY MANUAL is available upon request)

CORPORATE POLICY STATEMENT

The management of Brandt is vitally interested in the safety and health of all company employees. It is therefore the policy of the corporation to provide and maintain safe and healthful working conditions, to follow operating practices that will safeguard all employees and persons who enter our properties, and to comply with all safety standards and regulations. The Safety and Health Program is vigorously enforced to prevent the occurrence of injuries and illnesses, and to avoid the suffering and economic loss associated with accidents.

Accident prevention and efficient work methods go hand in hand. All levels of management have a primary responsibility for the safety and well-being of all employees within their scope of authority. This responsibility can be met only by working continuously to promote safe work practices among all employees and to maintain property and equipment in a safe operating condition. Safe practices on the part of the employee must be part of all operations. No job shall be considered completed unless the worker has followed every safety rule or procedure to protect themselves and fellow workers. The ideal completion and safety must be inseparable.

_	YEAR	RECORDABLE CASE INCIDENT RATE (TCIR/RIR)	DAYS AWAY RESTRICTED OR TRANSFER (DART)	EMR	
	2019	.83	.70	4,661,745	.53
	2018	1.09	.57	5,227,921	.65
-	2017	1.68	.68	4,464,059	.67
-	2016	1.45	1.00	4,012,569	.73
-	2015	1.56	1.35	3,714,118	.59
-					



Proposer's Direct Experience

TEXAS STATE UNIVERSITY

601 University Avenue San Marcos, TX 78666

- Texas State University Education Building- Steam Heat Exchanger Replacement - \$80K Carlton Hall (512) 753-9745 cjhall@txstate.edu
- Texas State University Domestic Water Line Repair
 Moore Street \$120K
 Brian McKay
 (512) 245-7299
 bmckay@txstate.edu
- Texas State University Arnold Hall Complex Sanitary Sewer Main Replacement - \$315K Carlton Hall (512) 753-9745 cjhall@txstate.edu

TEXAS MUNICIPAL LEAGUE

1821 Rutherford Lane Austin, TX 78753

 Replace air-cooled chillers, CHW pumps & install VFD'S - \$495K
 Tom Pannkuk
 (512) 517-1210
 tom.pannkuk@tmliebp.org

CITY OF SAN MARCOS

630 East Hopkins San Marcos, TX 78666

CoSM Police Department – Evidence Vault HVAC
 Upgrades – Provide turn-key solution and installation
 of Munters dehumidification system. \$200K
 Oscar Hairell
 (512) 393-8410
 ohairell@sanmarcostx.gov

THE UNIVERSITY OF TEXAS AT AUSTIN

204 E Dean Keeton St. Austin, TX. 78705

We provided services to repair, refurbish, and perform test and balance services per RFP provided.

- JGB, building #0950, Fumehood Repairs & Monitoring - \$72K
- ETC, Building #0230, Fumehood Repairs & Monitoring - \$93K
- PHR, Pharmacy Building Laboratory, Fumehood Repairs & Monitoring - \$85K
- WEL, Laboratory Fume Hood Repair, Fumehood Repairs & Monitoring - \$92K

Randal Hooper (512) 699-8126 randall.hooper@austin.utexas.edu





REQUIRED FORMS CHECKLIST (Please check (v') the following)

Completed: Proposer's Agreement and Signature

Completed: Vendor Contact Information

X

X

x	Completed: Felony Conviction Disclosure and Debarment Certification
X	Completed: Resident/Nonresident Certification
X	Completed: No Israel Boycott Certification
X	<u>Completed</u> : No Excluded Nation or Foreign Terrorist Organization Certification
X	<u>Completed</u> : Historically Underutilized Business (HUB) Certification)
X	Completed: Construction Related Goods and Services Affirmation
x	Completed: Deviation/Compliance
x	Completed: Location/Authorized Seller Listings
х	Completed: Manufacturer Dealer Designation
x	Completed: Texas Regional Service Designation
x	Completed: State Service Designation
х	Completed: National Purchasing Cooperative Vendor Award Agreement
х	Completed: Federal and State/Purchasing Cooperative Experience
x	Completed: Governmental References
x	Completed: Marketing Strategy
x	Completed: Confidential/Proprietary Information
х	Completed: Vendor Business Name with IRS Form W-9
х	Completed: EDGAR Vendor Certification
х	Completed: Proposal Invitation Questionnaire
X	<u>Completed</u> : Proposal Specifications (Discount (%) off Catalog/Pricelist and/or other required pricing information including Catalogs/Pricelists (or no bid response) must be submitted with proposal response or response will not be considered.), Manufacturer Authorization Letters and License
X	Completed: Required Forms Checklist



12007 Research Boulevard • Austin, Texas 78759-2439 • PH: 800-695-2919 • FAX: 800-211-5454 • <u>buyboard.com</u>

PROPOSAL SPECIFICATION SUMMARY

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

Section I: Equipment, Products, and Supplies

- 1. Discount (%) off catalog/pricelist for **HVAC Equipment** (all types rooftop units, split systems, chillers, compressors, cooling towers, heat pumps, furnaces, unit heaters, duct furnaces, and related items).
- 2. Discount (%) off catalog/pricelist for HVAC Controls, Software and Monitoring Systems (all types).
- 3. Discount (%) off catalog/pricelist for **HVAC Air Handling Products** (all types coils, fans, and related items).
- 4. Discount (%) off catalog/pricelist for **HVAC Supplies** (all types).
- 5. Discount (%) off catalog/pricelist for **HVAC Filters** (all types).
- 6. Discount (%) off catalog/pricelist for **HVAC Indoor Air Quality Products** (all types).
- 7. Discount (%) off catalog/pricelist for **HVAC Repair Parts** (all types).
- 8. Discount (%) off catalog/pricelist for **HVAC Refrigerants** (all types).
- 9. Discount (%) off catalog/pricelist for HVAC Refrigerant Recovery Equipment (all types).
- 10. Discount (%) off catalog/pricelist for **UVC Emitters/Lamps** (used to incorporate downstream of all cooling coils and above all drain pans to control airborne and surface microbial growth and transfer. Fixtures and lamps must be manufactured for this purpose and safety interlocks/features shall be provided to limit hazard to operating staff).
- 11. Discount (%) off catalog/pricelist for Insulation Products for HVAC Equipment.
- 12. Discount (%) off catalog/pricelist for HVAC Maintenance Agreements.

Section II: Installation and Repair Service

- 13. **Hourly Labor Rate for Installation of HVAC Filter Change Out Service** (including labor, filters and removal/disposal of product), not to exceed hourly labor rate for Installation of HVAC Filter Products.
- 14. **Standard Hourly Labor Rate for Installation/Repair Service of HVAC Equipment and Products,** not to exceed standard hourly labor rate for Installation/Repair Service of HVAC Equipment and Products.
- 15. Non-Standard Hourly Labor Rate for Installation/Repair Service of HVAC Equipment and Products, not to exceed non-standard hourly labor rate for Installation of HVAC Equipment and Products.
- 16. Coefficient for Standard Hours of Installation/Repair Service of HVAC Equipment and Products RSMeans Cost Data from the Total INCL O&P column (most current edition).
- 17. Coefficient for Non-Standard Hours for Installation/Repair Service of HVAC Equipment and Products RSMeans Cost Data from the Total INCL O&P column (most current edition).



JAMES MAREK

AIR CONDITIONING &
REFRIGERATION CONTRACTOR
THE BRANDT COMPANIES LLC



LIC.# TACLA30430C EXPIRES 05/28/2021

TEXAS DEPARTMENT OF LICENSING AND REGULATION

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.		- '		ICE USE	ONLY OF FILING	
1	Name of business entity filing form, and the city, state and country of business.	Certificate Number: 2021-778756					
	The Brandt Companies, LLC.			ZOZI IIO	, 00		
	Waco, TX United States			Date Filed:			
2	Name of governmental entity or state agency that is a party to the	contract for which the	ne form is	07/14/202	1		
	being filed. City of Killeen	being filed.					
3	Provide the identification number used by the governmental entity description of the services, goods, or other property to be provided			the contrac	ct, and prov	ide a	
	P-20210624-0018						
	HVAC Service Maintenance						
4					Nature of		
	Name of Interested Party	City, State, Country	(place of busine	· —	(check ap		
_				Col	ntrolling	Intermediary	
						<u></u>	
_						-	
5	Check only if there is NO Interested Party.				· ·		
6	UNSWORN DECLARATION						
	My name is Oscar Garza		and my date of b	oirth is 10	/12/1966	5	
	My address is 229 LCR 192		. Т>	766	35	USA	
	(street)	(city)	(sta	ate) (z	rip code)	(country)	
	I declare under penalty of perjury that the foregoing is true and correct.	•					
	Executed in McLennanCounty,	, State of Texas	, on the _	14 day of		_, 20_21	
		Sun X	de-		(month)	(year)	
	Signature of authorized agent of contracting business entity (Declarant)						



HVAC MAINTENANCE & REPAIR

Background

- The City maintains 400 heating ventilation and air conditioning (HVAC) units
- Building Services uses HVAC vendors to assist with maintenance and repair of units with a budget of \$236,389
- The Brandt Companies, LLC is frequently used for maintenance and repair of large complex units at the Police Department, Airport and other City facilities
 - The Police Department has a two-year agreement with The Brandt Companies, LLC for annual maintenance and inspection

- The City has spent \$43,431 with The Brandt Companies, LLC to date, including the Police Department's service agreement
- Building Services estimates \$37,000 in additional
 HVAC maintenance and repairs prior to yearend
- □ Total estimated expenses for FY21 are \$80,500
- Pricing available through BuyBoard purchasing cooperative

- Do not approve the maintenance and repair of HVAC equipment by The Brandt Companies, LLC
- Approve the maintenance and repair of HVAC equipment by The Brandt Companies, LLC in an amount not to exceed \$80,500

5

City Council authorize the maintenance and repair of HVAC equipment by The Brandt Companies, LLC in an amount not to exceed \$80,500 in Fiscal Year 2021



City of Killeen

Legislation Details

File #: RS-21-108 Version: 1 Name: Bid No. 21-21, Thermoplastic Applicator

Type:ResolutionStatus:ResolutionsFile created:7/14/2021In control:City Council

On agenda: 8/10/2021 Final action:

Title: Consider a memorandum/resolution authorizing the award of Bid No. 21-21 for a thermoplastic

applicator to Striping Service and Supply, Inc. in an amount not to exceed \$104,617.44.

Sponsors: Fleet Services, Public Works Department, Transportation, Purchasing, Finance Department

Indexes:

Code sections:

Attachments: Staff Report

Quotes Bid Tab

Certificate of Interested Parties

Presentation

Date Ver. Action By Action Result

8/3/2021 1 City Council Workshop



STAFF REPORT

DATE: August 3, 2021

TO: Kent Cagle, City Manager

FROM: Jonathan Locke, Executive Director of Finance

SUBJECT: Authorize the Award of Bid 21-21, Thermoplastic Applicator

BACKGROUND AND FINDINGS:

Funding for the purchase of new and replacement vehicles and equipment was approved as part of the City's FY 2021 Budget process. The FY 2021 Budget includes \$5.2 million to purchase 57 pieces of fleet and equipment. City Council approved the purchase of 56 pieces of fleet on October 12, 2020 with Resolution 20-107R. The final piece of equipment to be purchased in Fiscal Year 2021 is a thermoplastic applicator. The City of Killeen Transportation Division uses two thermoplastic applicators to apply street markings such as lettering, directional arrows, crosswalks, etc. The units are primarily used to apply the markings around school zones to keep pedestrians safe from traffic. Invitation to Bid No. 21-21 replaces a thermoplastic applicator purchased in 2005.

Invitation to Bid No. 21-21 was advertised on June 13, 2021 and June 20, 2021 with bids due on Thursday, July 1, 2021 at 2:00 pm. On July 1, 2021, at 2:15 pm, bids were opened and read aloud for the thermoplastic applicator. Two bids were received, and Striping Service and Supply, Inc. met all required specifications and was the lowest bid. The bid results are as follows:

Vendor	Bid
Epic Solutions	\$114,635.00
Striping Service and Supply, Inc.	\$104,617.44

THE ALTERNATIVES CONSIDERED:

- 1.) Reject all bids
- 2.) Award bid to Striping Service and Supply, Inc.

Which alternative is recommended? Why?

City Staff recommends alternative 2, because Striping Service and Supply's bid met all required specifications and was the lowest bid.

CONFORMITY TO CITY POLICY:

This document conforms with all applicable State and City purchasing policies.

FINANCIAL IMPACT:

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

The total expenditure will not exceed \$104,617.44 in the current fiscal year.

Is this a one-time or recurring expenditure?

One-time

Is this expenditure budgeted?

Yes, this expenditure is budgeted in account 248-3445-434.61-35.

If not, where will the money come from?

N/A

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

Yes

RECOMMENDATION:

City Council award Bid No. 21-21 for a thermoplastic applicator to Striping Service and Supply, Inc. in the amount not to exceed \$104,617.44.

DEPARTMENTAL CLEARANCES:

Public Works Department Purchasing Finance Legal

ATTACHED SUPPORTING DOCUMENTS:

Quotes Bid Tab Certificates of Interested Parties



SALES QUOTE

DOCUMENT #: SQ-004910-SSS DOCUMENT DATE: 06/29/2021 ENTERED BY: CSTEPHENS

ESTIMATOR: QUIN BOYLAN QBOYLAN@STRIPINGSERVICEANDSUPPLY.COM

PROJECT: PROJECT NAME:

Striping Service and Supply, Inc.

1911 S Great Southwest Pkwy Grand Prairie, TX 75051-3506 Ph: (800) 590-1593 www.StripingServiceandSupply.com

BILL City of Killeen
TO: Street operations
3201-A S WS Young Dr.
Killeen, TX 76542

SHIP City of Killeen
TO: Street operations
3201-A S WS Young Dr.
Killeen, TX 76542
PH: 254-646-3155

EMAIL: jquick@killeentexas.gov

PO #	PO # REFERENCE		PAYMENT TERMS	EXPIRATION DATE	
	BID No. 21-21 Thermoplastic Applicator		30 Days	12/31/2021	

ITEM #	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
ASE32300000A D	TITAN TRLR 15' 14,000 GVW (Diesel)	EACH	1	\$19,854.00	\$19,854.00
ASE05191000A	Kettle Diesel Fired Air Jacketed 1200lb	EACH	2	\$17,975.00	\$35,950.00
ASE08500000A	Power Pack - Diesel, 11HP, Kubota	EACH	1	\$14,640.00	\$14,640.00
ASESPTVL125A L.	Liftgate Assembly, 1805-999	EACH	1	\$6,700.44	\$6,700.44
ASE70200000AS D0	THERMOMARK 250	EACH	2	\$12,398.00	\$24,796.00
ASE15100000A. 125	STANDARD DIE 4" - 125MIL	EACH	1	\$595.00	\$595.00
ASE15300000A. 1250	STANDARD DIE 6" - 125MIL	EACH	1	\$652.00	\$652.00
ASE15400000A. 125	STANDARD DIE 8".125MIL	EACH	1	\$695.00	\$695.00
ASE15700000A. 125	STANDARD DIE 12".125MIL	EACH	1	\$735.00	\$735.00
	,	'	1	SUBTOTAL	\$104,617.44
				Sales Tax	\$0.00
				TOTAL	\$104,617.44

NOTES:

Note: Credit card payments are subject to a 3% convenience fee. All returned material will be subject to a 20% restocking fee. Returned material must be in original packaging and unopened.

Order Date: 06/29/2021 Terms: 30 Days Good Until: 12/31/2021 Customer ID: CUST-000474-SSS

Approved By	De	ata.
Approved By:	Da	ite:

material must be in original packaging and unopened. Order Date: 06/29/2021 Terms: 30 Days Good Until: 12/31/2021 Customer ID: CUST-000474-SSS

Note: Credit card payments are subject to a 3% convenience fee. All returned material will be subject to a 20% restocking fee. Returned



Estimate

Estimate No.	Date
10083	6/29/2021

Phone: 701-277-9017 Fax: 701-277-7073

Customer Address

City of Killeen Attn: Purchasing Division 802 North 2nd Street Building E

2nd Floor #215 Killeen, TX 76541

Ship To
CITY OF KILLEEN
CITY OF OPERATIONS
3201-A S WS YOUNG DR.
KILLEEN, TX 76542

				P.O. No	o.	Rep
WOI	WO Number					ТН
Qty	I	tem	Description	U/M	Rate	Total:
1 ASE32300000AD		000AD	Diesel: ASE TRLR 15' 14,000GVW		18,999.00	18,999.00T
1	ASE08500	000A	POWER PACK DIESEL 14.5HP KUBOTA		16,250.00	16,250.00T
1	ASESPTVI	L125ALA	LIFTGATE ASSY (1250LB RATED)		5,668.00	5,668.00T
2	ASE6781A	33	Side-Opening Mountable Chest, 24" Wide x 18" High x 18" Deep (White)		834.00	1,668.00T
1	ASE5616T	12	3-GAL TRUCK MOUNT/COOLERS		101.00	101.00T
1	ASE5554T		BRACKET TRUCK MOUNT/COOLERS		189.00	189.00T
1	ASE60000	105	FIRE EXTINGUISHER ABC #10		226.00	226.00T
1	ASE60000		FIRE EXTINGUISHER BRACKET		113.00	113.00T
2			1500LB DFAJ KETTLES		19,999.00	39,998.00T
2	ASE050790	000	KETTLE 3-WAY DOOR ASSY		799.00	1,598.00T
	ASE702000		THERMOMARK 250		10,999.00	21,998.00T
	ASE15100		4" STANDARD DIE ADJ		479.00	958.00T
	2 ASE15300000A.ADJ		6" STANDARD DIE ADJ		567.50	1,135.00T
2	2 ASE15400000A.ADJ		8" STANDARD DIE ADJ		622.00	1,244.00T
2	ASE15700	000A.ADJ	12" STANDARD DIE ADJ		745.00	1,490.00T
	Training		1 DAY Training		1,200.00	1,200.00
1	Freight		Freight for everything		1,800.00	1,800.00T
			Total sales tax calculated by AvaTax		0.00	0.00
			Select this as a transaction's tax to use AvaTax			0.00
			Prices quoted are good for 30 days from date of estimate			
S	Signature				Total:	\$114,635.00

Bid 21-21 Thermoplastic Applicator					
Bid Tabulation					
Vendor Price					
Fully Call Care	¢111 C2E 00				
Eplic Solutions	\$114,635.00				

CERTIFICATE OF INTERESTED PARTIES

FORM **1295**

1 of 1

	Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.		_			OFFICE USE		
1	Name of business entity filing form, and the city, state and country of the business entity's place of business.				Certificate Number: 2021-774797			
	Striping Service and Supply, Inc.				2021-	114191		
	GRAND PRAIRIE, TX United States					Date Filed:		
2	Name of governmental entity or state agency that is a party to the being filed.	ency that is a party to the contract for which the form is				07/06/2021		
	City of Killeen				Date Acknowledged:			
3	Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.							
	Bid 21-21							
	Thermoplastic Applicator							
4						Nature of	interest	
•	Name of Interested Party	City, Stat	e, Country	(place of busin	ess)	(check ap		
					-	Controlling	Intermediary	
5	Check only if there is NO Interested Party.							
6	UNSWORN DECLARATION							
	My name is		,	and my date of	birth is	04-12-1972	·	
	My address is1911 S Great Southwest Parkway	,Gran	d Prairie	,TX	,	75051	,	
	(street)		(city)	(st	ate)	(zip code)	(country)	
	I declare under penalty of perjury that the foregoing is true and correct	et.						
	Executed inCounty	y, State of _	Texas	, on the _	6da	ay of <u>July</u>	, 20_21	
				_		(month)	(year)	
			Ja	u St	à			
	Signature of authorized agent of contracting business entity (Declarant)					business entity		

THERMOPLASTIC APPLICATOR BID 21-21

Background

- Fleet Services manages the purchase of new and replacement fleet
- Total of 57 units were approved to be purchased in the FY 2021 Budget and a thermoplastic applicator is the last piece of equipment to be purchased
- Transportation uses two thermoplastic applicators to apply street markings
 - Lettering, directional arrows, cross-walks, etc.
 - Primarily in school zones

- 3
- Invitation to Bid #21-21 was advertised June 13th and 20th, 2021
- Two bids were received and opened on July 1, 2021, for the thermoplastic applicator
 - □ Epic Solutions \$114,635.00
 - Striping Service and Supply, Inc. \$104,617.44
- Striping Service and Supply, Inc. met all bid specifications and was the lowest bid

Thermoplastic Applicator



- □ Reject all bids
- Award bid to Striping Service and Supply, Inc.

City Council award Bid 21-21 for a thermoplastic applicator to Striping Service and Supply, Inc. in the amount not to exceed \$104,617.44



City of Killeen

Legislation Details

File #: RS-21-109 Version: 1 Name: Bid No. 21-31 Water Meters

Type:ResolutionStatus:ResolutionsFile created:6/30/2021In control:City Council

On agenda: 8/10/2021 Final action:

Title: Consider a memorandum/resolution authorizing the award of Bid No. 21-31, Water Meters to Aqua-

Metric Sales Company in an amount not to exceed \$500,000 in Fiscal Year 2021.

Sponsors: Water & Sewer

Indexes:

Code sections:

Attachments: Staff Report

Proposal
Bid Tab
Agreement

Certificate of Interested Parties

Presentation

Date Ver. Action By Action Result

8/3/2021 1 City Council Workshop



STAFF REPORT

DATE: August 3, 2021

TO: Kent Cagle, City Manager

FROM: Jeffery Reynolds, Executive Director of Public Works

SUBJECT: Authorize the Award of Bid No. 21-31, Water Meters to Aqua-Metric

Sales Company

BACKGROUND AND FINDINGS:

The FY 21 Capital Improvements Plan (CIP) and the proposed FY 22 CIP include funding for a Water Meter Replacement Program. This five-to-ten-year program includes the replacement of the current 55,000 mechanical water meters with a "smart" static water meter and the eventual automation of these meters to create an automated metering infrastructure (AMI).

On June 17, 2021 bids were opened and read aloud for the procurement of an estimated quantity of 5,000 5/8"x3/4" static water meters and 100 1" static water meters. Water and Sewer, along with Purchasing, evaluated each bid's conformance with the bid information and instructions. Due to the Aqua-Metric and Zenner meters having a snap in AMI connector cable, while the other meters have AMI connector cables that are included with the meter, the Aqua-Metric and Zenner unit bid includes a TouchPad AMI connector cable although the purchase of this AMI connector cable is not required until the City chooses to incorporate AMI into their metering infrastructure. The following eight (8) vendors submitted bids on the water meters:

Vendor	5/8"x3/4" Unit Bid	1" Unit Bid	Total Est. Quantities
Zenner USA	\$90.37	\$103.73	\$462,223
Aqua-Metric	\$92.99	\$143.71	\$479,321
AV Water Technologies	\$99.00	\$152.00	\$510,200
Ferguson Waterworks	\$99.00	\$156.00	\$510,600
HPS LLC	\$116.88	\$139.86	\$598,386
Fortiline	\$119.20	\$215.30	\$617,530
Atlas Utility	\$122.75	\$168.00	\$630,550
Core & Main	\$131.58	\$184.21	\$676,321

THE ALTERNATIVES CONSIDERED:

- 1) Reject all bids and delay the water meter replacement program
- 2) Authorize award of bid to a different vendor
- 3) Authorize award of Bid 21-31, Water Meters to Aqua-Metric Sales Company (Aqua-Metric), for the procurement of "smart" static meters in an amount not to exceed \$500,000 in FY21

Which alternative is recommended? Why?

Staff recommends alternative three (3) because it begins the process of a city-wide water meter replacement program and begins to build the framework of a city-wide automated metering infrastructure (AMI). After extensive analysis of the meters, the corresponding AMI systems, the meter vendor's experience, and the meter vendor's references, City Staff believes Aqua-Metric's "smart" static meter and AMI system is not only the best value for the City, but also will move the City forward into a "smart" water metering system, resulting in a substantial reduction in water loss.

CONFORMITY TO CITY POLICY:

Bid documents were made available through the City of Killeen Purchasing Department. Advertisements were made in the Killeen Daily Herald on May 30, 2021 and June 6, 2021, and on the City's website. At the close of the bidding process, on June 17, 2021 at 2:00 p.m., eight (8) bids were received for this project; the bids were opened and read aloud via Zoom.

FINANCIAL IMPACT:

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

The total expenditures will not exceed \$500,000 in the current fiscal year.

Future year expenditures are expected to be similar in amount, pending approval of the proposed budget.

Is this a one-time or recurring expenditure?

The purchase of water meters is expected to be a recurring expenditure, however, this agenda item will only authorize the purchase of meters in an amount not to exceed \$500,000, as budgeted in FY21. Purchases will occur on an individual basis under the terms of the agreement as meters are needed. Purchases in FY22 and beyond will need to be authorized by City Council in the future.

Is this expenditure budgeted?

Yes, funds are available in account 387-8934-493.69-03 and 550-3410-436.61-74.

If not, where will the money come from?

N/A

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

Yes

RECOMMENDATION:

Authorize the award of Bid No. 21-31, Water Meters to Aqua-Metric Sales Company and authorize City Manager or designee to enter into an agreement with Aqua-Metric Sales Company for the procurement of water meters in an amount not to exceed \$500,000 in FY21.

DEPARTMENTAL CLEARANCES:

Legal Finance Public Works

ATTACHED SUPPORTING DOCUMENTS:

Proposal Bid Tab Agreement Certificate of Interested Parties



Aqua-Metric Sales Company

16914 Alamo Parkway, Bldg. 2 Selma, TX 78154 Phone: (210) 967-6300 Fax: (210) 967-6305

Primary Contact

Scott Kohan Territory Manager Phone: (949) 303-6426 Email: scott.kohan@aqua-metric.com

Proposal Response Contact

Kristy Segarra Manager, Bids and Proposals Phone: (210) 967-6300 Email: kristy.segarra@aqua-metric.com

Invitation for Bid, No. 21-31 Water Meters

Due: June 17, 2021 at 2:00 PM

City of Killeen, Texas
Attn: Purchasing Department
802 N 2nd Street, Building E
2nd Floor #215
Killeen, Texas 76541
Phone: (254) 501-7729







June 17, 2021

City of Killeen, Texas Purchasing Department 802 N 2nd Street, Building E Killeen, Texas 76541

RE: IFB No. 21-31, Water Meters

To Whom It May Concern:

Thirkettle Corporation dba Aqua-Metric Sales Company is excited for the opportunity to provide our water meter solution to the City of Killeen, Texas in response to their Invitation for Bid, No. 21-31, Water Meters, due June 17, 2021.

Thirkettle Corporation has been involved in nearly 200 AMR and AMI system deployments sized from 300 to more than 250,000+ meters , and has served the utility sector in multiple states for over twenty-five years. Our all-inclusive, turnkey approach makes us unique to the industry and our customers, whom we view as partners. The enclosed proposal provides Sensus' revolutionary residential water meters capable of upgrading and integrating into an AMR or AMI System in the future, if the City decides to do so at a later date.

We understand additional options are being evaluated by the City of Killeen, but rest assured, when a City chooses a partnership with Aqua-Metric and Sensus, they are receiving proven technology with best-in-class services that does not have an expiration date. We will not disappoint you, and your decision to partner with us will not be regretted. We appreciate the opportunity and thank you, in advance, for your time and thoughtful consideration.

Sincerely,

Kristy Segarra

Kristy Segarra Manager, Bids and Proposals Aqua-Metric Sales Company Ph. (210) 967-6300

Email: kristy.segarra@aqua-metric.com

Invitation for Bid

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

Water Meters Bid No. 21-31

Sealed bids will be received until 2:00 p.m. on June 17, 2021

Electronically submit bids to Negometrix E-Bidding Site: (https://appidentity.negometrix.com/Account/Login)

OR

City of Killeen
Attn: Purchasing Division
802 N. 2nd St. Building E, 2nd Floor #215
Killeen, Texas 76541

CITY OF KILLEEN BID # 21-31 WATER METER BID TABLE OF CONTENTS

- I. NOTICE TO BIDDERS
- II. INFORMATION AND INSTRUCTIONS
- III. CITY OF KILLEEN TERMS AND CONDITIONS
- IV. SPECIFICATIONS
- V. BID FORM
- VI. REFERENCES
- VII. CONFLICT OF INTEREST
- VIII. BIDDERS CHECKLIST
- IX. STANDARD FORM OF AGREEMENT

I. NOTICE TO BIDDERS

NOTICE TO BIDDERS BID NO. <u>21-31</u>

Water Meters

CITY OF KILLEEN, TEXAS

Notice is hereby given that the City of Killeen will receive sealed bids for *Water Meters* electronically through the City's Negometrix e-bidding site *or* addressed to the City of Killeen, Attn: Purchasing Department, 802 N. 2nd Street, Bldg. E, Killeen, Texas 76541, until 2:00 p.m. on Thursday, June 17, 2021. Bid submissions shall be plainly marked with the name and address of the bidder and "BID NO. 21-31 WATER METERS, 2:00 P.M., June 17, 2021". Submittals received after the closing time will be returned unopened. Vendors may register and submit bids electronically at https://appidentity.negometrix.com/Account/Login.

Bids will be opened and read aloud through Zoom online video conferencing at 2:15 p.m. on June 17, 2021; Zoom access is shown below. The general public will not be allowed inside the facility.

Zoom access:

For viewing follow;

https://zoom.us/j/3397887656?pwd=Z0VWU1czOGRpQ245enJWS1hCSnJJUT09

Call: 1-346-248-7799 Meeting ID: 339 788 7656 Password: 04142020

No pre-bid conference will be held.

Questions will be accepted via email by Lorianne Luciano at <u>SolicitationQuestions@killeentexas.gov</u> *or* via Negometrix e-bidding site, through <u>June 10, 2021 at 2:00pm.</u> Questions will be answered in the form of an addendum and posted to the City's website. It is the bidder's responsibility to obtain and acknowledge all addendums and include with bid submittals.

Complete information regarding this solicitation may be obtained from the City of Killeen website (https://www.killeentexas.gov/Bids.aspx) Demand Star (https://www.demandstar.com/), ESBD (https://www.txsmartbuy.com) and Negometrix E-Bidding site (https://appidentity.negometrix.com/Account/Login).

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

CITY OF KILLEEN, TEXAS

Lorianne Luciano, Director of Procurement and Contract Management

II. INFORMATION AND INSTRUCTIONS

INFORMATION AND INSTRUCTIONS

Preparation of Bids:

This is your notice that **sealed bids, including electronic submission**, **for Water Meters** 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). Bids will be received electronically through the City's Negometrix e-bidding site *or* at the Purchasing Office, 802 N. 2nd Street, Bldg. E, Killeen, TX, 76541, until the hour of 2:00 p.m., June 17, 2021. At 2:15 p.m. on June 17, 2021, the bids will be opened and **via Zoom conferencing**. 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 e-mail or faxed will not be considered.

Bidders are encouraged to submit bids electronically, however, if submitted by mail or hand delivered, one (1) original, signed and initialed in ink (not pencil), one (1) electronic copy on a flash drive of the entire bid packet shall be submitted at the above location prior to the bid deadline. 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 Water & Sewer Supply Items bids prior to bid award.

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 Wednesday at 3:00 p.m. and the City is closed on Wednesday for bad weather or an unforeseen event, the bids will be accepted until Thursday, 3:00 p.m. or if bids are due at 3:00 p.m. on Wednesday, but the City opened at 10:00 a.m. on Wednesday due to bad weather or an unforeseen event, then bids will be accepted until Thursday, 3:00 p.m.

Any questions or requests for clarification must be submitted to the Purchasing Office, in writing, to solicitationquestions@killeentexas.gov or via the Negometrix e-bidding site prior to 2:00 p.m. on Thursday, June 10, 2021. Please indicate "Bid 21-31 Questions" in the subject line of your email. There will be no exceptions. 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 an additional two (2), 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 cost increase in manufacturing

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 (example: a letter dated in the current contract term from your current raw material provider), prior to sixty (60) days of any renewal term. If the bidder fails to give timely notice, prices may not be increased. The aggregate unit price increase shall be limited to ten percent (10%) for any contract period extension. The successful bidder may offer price decreases of any type at any time.

If during any term of this contract, the bidder should enter into any contract with another municipality within Texas for commodities or services with similar scope of work with rates more favorable than those granted to the City of Killeen, the bidder agrees to modify this

contract to include such more favorable rates. It is recommended that the bidder provide any rate reduction or discount voluntarily.

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

City of Killeen Attn: Purchasing Department 802 N 2nd Street, Bldg. E Killeen, TX 76541

On the outside of the envelope please write "Price Change Notification Bid 21-31"

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 <u>lluciano@killeentexas.gov</u>. 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 promptly present corrected data in writing signed by an authority figure with the company. This written response shall be received by the Purchasing Department within two (2) business days after the stated bid open time and date. The Purchasing Department 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, if any, in a manner described in section 10 of the General Terms and Conditions. Contracts may be awarded to each bidder meeting the minimum specifications and evaluation criteria. The anticipated date of the notice of award is July 13, 2021.

Estimated Quantities:

Quantities listed are estimates and the City may increase or decrease the number 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 ten years of continuous operation in providing Water Meters:	
Has the company operated in this capacity for at least ten years without interruption?	Yes: X_ No:
Indicate the company's first year of business operation: Corporate Office - January 1993: Texas	Office 2007

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 City department will phone your customer service point of contact for correction. Payment of any corrected invoice will be made in thirty (30) days once the corrected invoice has been received, unless the bidder has provided discount payment terms. In no circumstances should any invoice dispute last longer than thirty (30) days.

No down payment or advance payment of any kind shall be made. Payment will be made within 30 days of receipt of an accurate invoice, unless discount payment terms are offered, such as 2% 15 net 30 days. All invoices shall be submitted to the City of Killeen, Attn: Water and Sewer Services, 805 W. Jasper Rd., Killeen, TX 76542.

PA	YMENT TERMS: Specify other payment options:
	Check box if you offer a prompt payment discount: % Specify terms:
X	Check box if you accept MasterCard for payment (City of Killeen Procurement Card or P-Card).
	Check here if the prompt payment discount applies to the MasterCard payment.

Delivery Information:

Holidays

Delivery will not be available on regular City holidays. Below is a list of City holidays (please note if holiday falls on a weekend check with the City for the observed date):

- o New Years Day
- o Martin Luther King Day
- o President's Day
- Good Friday
- Memorial Day
- o Independence Day
- o Labor Day
- o Columbus Day
- Veteran's Day
- Thanksgiving Day
- o Day After Thanksgiving
- o Christmas Eve
- Christmas Day

Deliveries shall be made to 1901 Botanical Drive Killeen, TX 76542. Delivery can be scheduled Monday through Friday between the hours of 7:30 a.m. and 2:30 p.m. CST except on City holidays. The City shall have the ability to schedule the best date and time of the week for their deliveries. Delivery is expected within seven (7) business days after the order is placed.

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

NAME: _	Michael Cartwright
TITLE: _C	Operations Manager
ADDRESS	3: 16914 Alamo Parkway, Building 2, Selma TX 78154
EMAIL AI	DDRESS:michael.cartwright@aqua-metric.com
PHONE: _	(210) 967-6300
FAX: (21	0) 967-6305

Copyright Materials:

Materials listed in your bid submission that are copyrighted shall be listed clearly under a copyrighted materials section within your bid submission.

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 2 have been taken into account as part of this bid.

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

Full Legal Name of Company	Thirkettle Corporation dba Aqua-Metric Sales Company
Address	16914 Alamo Parkway, Building 2
City, State, Zip	Selma, TX 78154
Phone Number	(210) 967-6300
Fax Number	(210) 967-6305
After Hours Phone Number	1-800-637-3748 (Sensus Direct)
Email Address	michael.cartwright@aqua-metric.com
Tax Identification Number	33-0548813
Signature of Authorized Agent	Kristy Segarra
Printed Name of Authorized Agent	Kristy Segarra
Title	Manager, Bids and Proposals
Date	June 15, 2021

*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:	Thirkettle Corporation dba Aqua-Metric Sales Company
1099 Name:	Thirkettle Corporation dba Aqua-Metric Sales Company
Tax ID#:	33-0548813
List the type of	
product or service:	Sensus Metering Products and Systems Distributor.

Remit to address (if different from above):

Address #1_4050 Flat Rock Drive
Address #2
City/State/Zip_ Riverside, CA 92505
Phone#: (951) 637-1400
Fax Number: (951) 637-1500
Contact Person: Amy Thirkettle

III.	CITY	OF K	ILLEF	EN TE	RMS	AND	CONE	OITION	IS

CITY OF KILLEEN GENERAL TERMS AND CONDITIONS

1. General Conditions

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

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

2. Preparation of Bid

Bid will be prepared in accordance with the following:

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

3. Description of Supplies

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

4. Submission of Bid

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

- Governing law other than the law of the State of Texas
- Venue other than Bell County
- Mandatory arbitration
- Artificial limitation of liability
- Artificial statute of limitation
- Waiver of trial by jury
- Indemnify a vendor
- (a) Bid and changes thereto shall be enclosed in a sealed envelope addressed to the Purchasing Office, City of Killeen. The names and address of Bidder, the date and hour of the Bid opening and the Bid number shall be placed on the

outside of the envelope.

- (b) Bids must be submitted on the forms furnished. Telegraphic Bids will not be considered. However, Bids may be modified by written notice provided such notice is received prior to the time and date set for the Bid opening.
- (c) All Bid documents shall be sealed and submitted no later than the specified date and hour of the Bid opening to:

Electronically submit bids to Negometrix E-Bidding Site: (https://appidentity.negometrix.com/Account/Login)

OR

Delivery Address:
City of Killeen
Attn: Purchasing Division
802 N 2nd Street, Building E, 2nd Floor #215
Killeen, TX 76541

5. Rejection of Bid

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

6. Withdrawal of Bid

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. "Lowest responsible bidder" means the Bidder submitting the lowest bid meeting all requirements of the specifications, instructions, and terms and conditions of the bid and who has the financial and practical ability to fully and reliably perform all obligations of the Contract, taking into consideration qualifications and past performance of the Bidder. The following are considered examples of performance that is not responsible and may lead to a determination that the Bidder is not responsible:
 - * Falsification of information provided in bid response;
 - * Non-observance of safety requirements;
 - Failure to meet requirements of federal, state, or local law, as applicable, including employment;
 - * Substantial failure to adhere to contractually agreed-upon schedules; and

Poor past performance on City projects such as use of defective materials, refusal to correct defective work not in accordance with contract documents, failure to reasonably resolve disputes, termination for cause, or performance leading to litigation.

Or, if applicable, the responsible bidder who provides goods or services at the most advantageous Bid for the municipality based on, but not limited to, the following factors:

- * Unit price
- * Total Bid price
- * Terms and discounts
- * Delivery date
- * Product warranty
- * Special needs and requirements of City
- * Past experience with product/service
- * City's evaluation of the bidder's ability, financial, strength, and ethical standards
- * Ouality of the bidder's goods or services
- * The extent to which the goods or services meet the municipality's needs

- * Bidder's past performance
- * Demurrage charges, freight costs and mileage
- * Estimated costs of supplies, maintenance, etc.
- * Estimated surplus value, life expectancy
- * Results of testing samples
- * Conformity to specifications
- * Training requirements, location, etc.
- * Location of maintenance facility/service person; ability to provide for minimum down time
- * The total long-term cost to the municipality to acquire the bidder's goods or services
- * Reputation of bidder and of bidder goods and services
- (b) The City reserves the right to accept any item or group of items of this Bid, unless the Bidder qualifies his Bid by specific limitation. Reference section 5(a) 3 above.
- (c) A written award of acceptance mailed or otherwise furnished to the successful Bidder will then be followed up with a contract/service agreement for review by the City's legal team, if not otherwise specified within.
- (d) Prices must be quoted "F.O.B. Destination (Killeen) with all transportation charges prepaid," unless otherwise specified in the Bid.
- (e) If identical Bids are received from two or more bidders and those Bids are the lowest and best Bid, the tie shall be broken in accordance with provisions in Section 271.901 of the <u>Texas Local Government Code</u>.
- (f) As stated in Section 271.905 of the <u>Texas Local Government Code</u>, "In purchasing under this title any real property or personal property that is not affixed to real property, if a local government receives one or more competitive sealed Bid from a bidder whose principal place of business is in the local government and whose Bid is within three percent of the lowest Bid price received by the local government from a bidder who is not a resident of the municipality, the local government may enter into a contract with: (1) the lowest bidder; or (2) the bidder whose principal place of business is in the local government if the governing body of the local government determines, in writing, that the local bidder offers the local government the best combination of contract price and additional economic development opportunities for the local government 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 <u>Texas Local Government Code</u>, "In purchasing real property or personal property that is not affixed to real property, or services, if a municipality receives one or more competitive sealed Bid from a bidder whose principal place of business is in the municipality and whose Bid is within five percent of the lowest Bid price received by the municipality from a bidder who is not a resident of the municipality, the municipality may enter into a contract for an expenditure of less than \$100,000 or a contract for other purchases in an amount of less than \$500,000 with: (1) the lowest bidder; or (2) the bidder whose principal place of business is in the municipality

if the governing body of the local government determines, in writing, that the local bidder offers the municipality the best combination of contract price and additional economic development opportunities for the municipality created by the contract award, including the employment of residents of the municipality and increased tax revenues to the municipality."

11. Bid Protest

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

12. Termination for Governmental Non-Appropriations

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

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

13. Termination of Contract

This contract shall remain in effect until the contract expires, delivery/completion and acceptance of products and/or performance of services ordered or until terminated by either party.

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

(a) in the case of a substantial interest in a business entity the action on the matter will have a special economic effect on the

business entity that is distinguishable from the effect on the public; or

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

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

https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf

16. Gratuities

It shall be a breach of ethics to offer, give, or agree to give any employee of the City or for any employee of the City to solicit or accept from another person, a gratuity or an offer of employment in connection with any decision regarding any part of a program requirement, proposal, or purchase request pending before the City.

17. Kickbacks

It shall be a breach of ethics for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the City, or any person associated therewith, as an inducement for the award of a subcontract or order.

18. Venue for Legal Action

This agreement shall be governed and construed according to the laws of the State of Texas. Venue for purposes of any and all lawsuits, causes of actions, claims or disputes shall be in Bell County, Texas.

19. 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.

20. Insurance

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

A. Comprehensive General Liability and Property Damage Insurance.

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

Bodily Injury.

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

Property Damage Insurance.

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

B. Comprehensive Automobile Liability.

Bodily Injury

(1) Each Person - \$500,000

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

Property Damage

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

21. Disclosure of Interested Parties

Texas Government Code Section 2252.908 requires that parties contracting with governmental entities submit a disclosure of interest parties form for contracts entered into after January 1, 2016. Successful bidders shall electronically submit the form at the following website: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm and provide the City with a certified copy prior to Council approval of the Bid award.

22. Acknowledgement – "Boycott Israel"

By signing and submitting this bid the vendor hereby verifies that it does not boycott Israel and will not boycott Israel during the term of this contract. Boycotting Israel is defined in Texas Government Code section 808.001 to mean refusing to deal with, terminating business activities with, or taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

SIGNATURE:	Kristy Segarra	DATE: June 15, 2021	
PRINT NAME:	Kristy Segarra, Manager, Bids and Proposals		

IV. SPECIFICATIONS

SPECIFICATIONS

The specifications cover the **minimum** requirements for the City's need for Water Meters. The specifications are not intended to eliminate any potential bidder from bidding; however, they are intended to outline the quality and service desired. If "exception" is the response, an explanation of the exception must be attached. Failure to complete any sections may be considered as a non-responsive bidder.

CITY OF KILLEEN, TEXAS

WATER & SEWER SUPPLY ITEMS

SCOPE

This specification covers the minimum requirements for 5/8" x 3/4" and 1" Water Meters. The Meters will be used by the Water and Sewer Services Department. All prices bid shall be for a one year period. The estimated annual quantity is 5,000 meters but the actual ordered quantity may vary. The City reserves the right to purchase meters from the next most responsible bidder for failure to provide specified meters in the contract at time of order. Please note the City's holiday listing noted in the information and instructions to bidders sections that may affect the delivery date of an order.

1. GENERAL

All cold water meters (solid-state type 5/8" x ¾" and 1") shall meet or exceed the latest revision of AWWA Standard C715, Electromagnetic and Ultrasonic Type for Revenue Applications. AWWA Standard C715 is considered by the City of Killeen (City) to be only the minimum requirements and shall be supplemented herein to ensure the quality required by the City's Water and Sewer Department. Meters must comply with the latest NSF-61 standards. All meters must comply with the "Lead Free" Law. Meters shall be manufactured by a company with a minimum of ten (10) years experience in manufacturing various types of cold water meters such as Multi-jet, Positive Displacement, Compound, Turbine, and Static type water meters. The City reserves the right to request a sample meter to study prior to awarding this bid.

2. METER MAIN CASE

Meter main cases shall be made of "lead free" high-copper alloy, stainless steel type 316, thermal plastic, or high performance glass reinforced polymer. Bidders must provide cost for each material type if available. The main case shall withstand a working pressure of 175 psi without leakage, seepage in the castings, or distortion affecting the free and accurate operation of the measuring unit. The size, model, manufacturer's meter serial number, and direction of flow through the meter shall be permanently marked on the outer surface of the meter.

3. REGISTER

The factory sealed register shall be electronically driven only and shall be furnished with a low flow leak detection symbol and with a reverse flow notification symbol. The register shall be identical within a given size or model subject to the programming of appropriate flow factors for the particular meter. The register shall be programmed initially to read in US. Gallons. Serial number shall be permanently programmed in the electronic register. As defined in these specifications, a "factory sealed" register shall mean an NEMA 6P / IP68 rating which protects the meter and register against fogging, moisture, and dust, and is electronically driven by the measuring section transit time sensors. Registers and meters must be fully submersible, therefore meters that do not meet an NEMA 6P / IP68 rating shall not be considered. Appearance of any fogging or moisture inside the register within the warranty period shall constitute component failure and will require a factory replacement. The register shall be equipped with a hinged lid that will overlap the register to protect the reading area.

The register shall have a multi-line display with a minimum of 9 digits on the totalizer with a stationary decimal separating single billable units from fractional billing units. The register shall have a 4 digit rate of flow indicator with a floating decimal to allow high resolution flow measurement. The register shall have high resolution for low flow meter testing or on-site inspections. The LCD shall indicate reverse flow, rate of flow, low battery indication, leak alert, as well as no flow condition. The LCD shall clearly distinguish the digits for the output reading by displaying lines above the encoder reading.

4. MEASURING SECTION AND SIGNAL OUTPUTS

The measuring unit shall not include any moving parts and the measuring section shall have an unobstructed flow passage area. The meter should accumulate and register consumption without connecting to a receptacle or RF AMR/AMI Endpoint. The meter shall store a minimum of 40 days of hourly data and provide a data log of at least 120 errors and alarms. The meter must be available in a version that provides extended encoder protocol output to AMR/AMI devices that will accept the extended encoder protocol. The encoder output is to be serial communication collector utilizing UI1203 or UI1204 communication protocol. The three (3) wire cable exiting the meter body cable shall be available, upon request by the City, as 1) bare colored wires, 2) Nicor compatible connector, 3) Itron compatible connector, or 4) magnetic coupled TouchPad.

5. PERFORMANCE

Meter manufacturer's static meters shall meet or exceed the latest revision of AWWA's C715 accuracy standards and warrant their published accuracy levels for the life of their meters. Each meter shipment must be accompanied by factory test data showing the accuracy of the meter as tested at their factory as indicated on a "toe tag".

6. Warranty

A national warranty must be provided that includes, at the very least, a 20-year warranty, the first 10 years complete replacement and years 11-20 prorated. In addition, in the first five years the warranty must include reimbursement for reasonable labor cost if the meter fails. The accuracy of the meter must be warranted for 20 years.

V. BID FORM

BID FORM

Prices shall include <u>all fees</u> (including all environmental, container, fuel surcharge and delivery fees). No other itemized charges shall be listed for each item. <u>Bid will be awarded on a 'per item'</u> basis.

METERS

- A. Quantities are estimated. Actual quantities ordered may vary.
- B. Meters must comply with specifications listed above.
- C. All meters must be made of suitable polymer composite, "lead free" high copper alloy, or stainless steel type 316. Bidders must provide cost for each type of meter if available.

	Description	<u>Qty</u>	<u>U.O.M.</u>	<u>Unit Price</u>	Extended Price
1.	5/8" x ³ / ₄ " polymer composite static meter	5000	Ea	\$85.98	\$429,900.00
2.	5/8" x ³ / ₄ " high copper alloy static meter	5000	Ea	No Bid	No Bid
3.	5/8" x ³ / ₄ " stainless steel type 316 static meter	5000	Ea	No Bid	No Bid
4.	1" polymer composite static meter	100	Ea	\$136.70	\$13,670.00
5.	1" "lead free" high copper alloy static meter	100	Ea	No Bid	No Bid
6.	1" stainless steel type 316 static meter	100	Ea	No Bid	No Bid

E. Estimated time, in days, of delivery after receipt of order: __30 - 150 Days* -Varies, See ITB Response Packet for Clarification.

Exceptions to specifications listed for items that are bid (list item number and type of ex	xception):
None.	
Additional Questions:	
Can delivery be made as specified in the specifications?	Yes: X No:
When can delivery be made after award (number of days)? Varies - See ITB Response Pack	rage.
Has an owner of the company been convicted of a crime within the past 10 years?	Yes: No: _X_
Has company been in bankruptcy, reorganization or receivership in the last 5 years?	Yes: No: _X_
Has company been disqualified or debarred by any public agency, including the Federal	
Government, from participation in public contracts?	Yes: No: <u>X</u>
Does any employee or official of the City have any financial or other interest in your firm?	Yes: No: <u>X</u>
Does bidder maintain insurance as specified herein (see insurance requirements within the	
specifications and terms and conditions)?	Yes: X No:
If no, describe differences:	
Insurance Broker Name: Arthur J. Gallagher & Co. Insurance Brokers of CA	
Insurance Broker Phone: (562) 901-4605	
Insurance Broker Fax: (562) 901-4631	
Are there claims that are pending against this insurance policy?	Yes: No: _X
If yes, describe:	
List the most recent sales that you have with other public agencies, if any, and/or other custon	mers (up to five) regarding static
neters:	- (r) 1-8 and 5 and 6
City of Weatherford, TX	
City of League City, TX	
City of Clute, TX	
Fort Bend County WCID	
SS Water Supply Corporation	





Aqua-Metric Sales Company

June 15, 2021

Kristy Segarra - Manager, Bids and Proposals 16914 Alamo Parkway, Building 2 | Selma, TX 78154 Phone: (210) 967-6300 | Facsimile: (210) 967-6305

Quote for: City of Killeen, Texas Attention: Purchasing Division

Address: 802 N 2nd Street, Building E, 2nd Floor #215

City, State, ZIP: Killeen, TX 76541

Project: Bid No. 21-31, Water Meters
Due Date: June 17, 2021 at 2:00 PM

Quantity	Description	Unit Price	Line Total
5000	3/4" SL (5/8" x 3/4") i PERL Meter, No Cable	\$85.98	\$429,900.00
100	1" iPERL Meter, No Cable	\$136.70	\$13,670.00
	Cable Add-On: Sensus 6' TR/PL 2-Wire Cable	\$7.01	
	Cable Add-On: Sensus 6'TR/PL 3-Wire Cable	\$12.44	
	Cable Add-On: Sensus 6' Plain End, 3-Wire Cable	\$6.41	
	Cable Add-On: Itron Connector with 5' Cable	\$22.52	
	Cable Add-On: Nicor Connector with 5' Cable	\$15.02	

This quote for the product and services named above is subject to the following terms:

Subtotal \$443,570.00

1. All quotes are subject to the Aqua-Metric Terms of Sale.

3. Freight allowed on single orders exceeding \$10,000.00.

Shipping & Handling

Sales Tax

2. Quote is valid for thirty days.

Total \$443,570.00

- 4. Net Thirty Days to Pay
- 5. Returned product may be subject to a 25% restocking fee.
- 6. Sales Tax and/or Freight charges are not included.

Proprietary and Confidential Page 25

VI. REFERENCES

REFERENCES

Include below three references:

Reference #1

Company Name City of Euless, Texas

Address 201 N Ector Drive, Euless, Texas 76039

Type of Business Sensus FlexNet AMI System with iPERL Water Meters.

Contact Person Chris Barket - Assistant City Manager

Telephone and Fax #'s Phone: (817) 685-1400; Email: cbarker@eulesstx.gov

Reference #2

Company Name City of Granbury, Texas

Address 116 W Bridge Street, Granbury, Texas 76048

Type of Business Sensus FlexNet AMI System with iPERL Water Meters.

Contact Person Jason Barber - Assistant Public Works Director

Telephone and Fax #'s Phone: (817) 573-1114; Email: jbarber@granbury.org

Reference #3

Company Name City of Weatherford, Texas

Address 303 Palo Pinto Street, Weatherford, Texas 76086

Type of Business Sensus FlexNet AMI System with iPERL Water Meters.

Contact Person_James Hotopp - Assistant City Manager

Telephone and Fax #'s Phone: (817) 598-4000; Email: jhotopp@watherfordtx.gov

VII. CONFLICT OF INTEREST

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

	OFFICE USE ONLY
his questionnaire is being filed in accordance with Chapter 176, Local Government Code, a vendor who has a business relationship as defined by Section 176.001(1-a) with a local wernmental entity and the vendor meets requirements under Section 176.006(a).	Date Received
law this questionnaire must be filed with the records administrator of the local governmental tity not later than the 7th business day after the date the vendor becomes aware of facts at require the statement to be filed. See Section 176.006(a-1), Local Government Code.	
vendor commits an offense if the vendor knowingly violates Section 176.006, Local overnment Code. An offense under this section is a misdemeanor.	
Name of vendor who has a business relationship with local governmental entity.	
hirkettle Corporation dba Aqua-Metric Sales Company	
Check this box if you are filing an update to a previously filed questionnaire.	d
later than the 7th business day after the date on which you became aware that the origincomplete or inaccurate.) Name of local government officer about whom the information in this section is being discl	3 72
Table of room government officer about whom the minimum of the about its being droof	
Name of Officer	
This section (item 3 including subparts A, B, C, & D) must be completed for each officer we employment or other business relationship as defined by Section 176.001(1-a), Local Govern pages to this Form CIQ as necessary. A. Is the local government officer named in this section receiving or likely to receive taxable in	
	ncome, other than investment
income, from the vendor? Yes X No	ncome, other than investment
income, from the vendor?	n or at the direction of the local
income, from the vendor? Yes X No B. Is the vendor receiving or likely to receive taxable income, other than investment income, from	n or at the direction of the local
Yes X No B. Is the vendor receiving or likely to receive taxable income, other than investment income, from government officer named in this section AND the taxable income is not received from the loc	n or at the direction of the local al governmental entity?
Yes X No B. Is the vendor receiving or likely to receive taxable income, other than investment income, from government officer named in this section AND the taxable income is not received from the loc Yes X No C. Is the filer of this questionnaire employed by a corporation or other business entity with	n or at the direction of the local al governmental entity?
Yes X No B. Is the vendor receiving or likely to receive taxable income, other than investment income, from government officer named in this section AND the taxable income is not received from the loc Yes X No C. Is the filer of this questionnaire employed by a corporation or other business entity will government officer serves as an officer or director, or holds an ownership interest of one perceived.	n or at the direction of the local al governmental entity? th respect to which the local ent or more?
Yes X No B. Is the vendor receiving or likely to receive taxable income, other than investment income, from government officer named in this section AND the taxable income is not received from the loc Yes X No C. Is the filer of this questionnaire employed by a corporation or other business entity wire government officer serves as an officer or director, or holds an ownership interest of one percentage.	n or at the direction of the local al governmental entity? th respect to which the local ent or more?
B. Is the vendor receiving or likely to receive taxable income, other than investment income, from government officer named in this section AND the taxable income is not received from the loc Yes X No C. Is the filer of this questionnaire employed by a corporation or other business entity wire government officer serves as an officer or director, or holds an ownership interest of one perceived. Yes X No D. Describe each employment or business and family relationship with the local government.	n or at the direction of the local all governmental entity? th respect to which the local ent or more?

Adopted 8/7/2015

VIII. BIDDERS CHECKLIST

BIDDERS CHECKLIST

- X Minimum qualifications questions answered, page 8
- X Review and fill out payment terms, page 8
- X Procurement card question answered, page 8
- X Delivery information noted, page 9
- X Customer service contact listed, page 9
- X Copyrighted material noted as noted on page 9
- X Signed signature page, addenda noted (if any) and attached W-9 Form, page 10
- X Acknowledgement "Boycott Israel", page 17
- X Bid form completely filled out, pages 22-23
- X List references, page 25
- X Conflict of Interest Questionnaire, page 27
- X Review standard form of agreement, page 31
- X Insert any relevant brochures or catalogs about the bid items
- X_Within your bid submission insert one original copy of the entire bid packet with two copies.

IX. STANDARD FORM OF AGREEMENT

STATE	OF	ΤE	XΑ	S
COUNT	ΓΥ ()F I	BEI	Ι

COU	NIY OF BELL						
design and th	AGREEMENT is made and entered into ipal corporation, organized and existing ur ee, hereinafter referred to as the "Owner" e State of <u>Texas</u> , hereinafter referred to as sideration of the promises, performances,	and the "CON	TRACTOR."		, of	the	e City of, County of,
Bid # herein	21-31 Water Meters and all Work in according to the profile and all Work in according to the pay the CONTRACTOR the	ordance wi which have	th the, Invitatio	n t	to Bid and Adde	nda	a (if applicable), which are incorporated
	<u>Description</u>	<u>Qty</u>	<u>U.O.M.</u>		<u>Unit Price</u>		Extended Price
1.	5/8" x ³ / ₄ " static meter	5000	Ea				
2.	1" static meter	100	Ea				
both p Waive OWN provis The O Althou	act term shall be for a one (1) year period a parties. It of any breach of the Contract shall not contract agrees to pay CONTRACTOR from a partie of the Contract Documents, subject to the Contract Documents, subject to the Contract Documents, subject to the Contract Documents, are payable ugh drafted by the OWNER, this Agreement ably, and neither more strongly for nor agreement of the Contract Documents.	onstitute w vailable fir o additions only and s	raiver of any sub ads for performs and deductions olely from fund at of any dispute	ose and s, a	quent breach. The of the Contral is provided there is a provided there is a second contral in the contral in t	ct in.	n accordance with the Bid and the poses of this Agreement.
OWN	ER	CC	NTRACTOR				
Ву:	City of Killeen	Ву	:				
	Date		:	 Da	ite	_	
	Title of Signatory	Pri	nted Name of	Si	gnatory	_	
Ву:	City Attorney	Tit	le of Signatory	, <i>F</i>	Authorized Rep	res	entative
	Date	AT	TEST (as app	lic	able)		

Form (Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Thirkettle Corporation										
c	2 Business name/disregarded entity name, if different from above				_						
Print or type	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: ☐ Individual/sole proprietor or ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ To single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶	rust/es	state	cei ins	rtai stru	n enti	ities, s on p	not pag	les app individ e 3): e (if any	luals	
Print or type	Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line the tax classification of the single-member owner.	e abov	e for		Exemption from FATCA reporting code (if any)						
Pri	Other (see instructions)			(Ар)	olies	to acco	ounts n	nainta	ained out	side t	he U.S.)
ij	5 Address (number, street, and apt. or suite no.)	ster's	name	and a	ado	dress	(opti	ona	.l)		
Š	4050 Flat Rock Drive										
0 000	6 City, state, and ZIP code										
ď	Riverside, California 92505										
	7 List account number(s) here (optional)										
Pa	art I Taxpayer Identification Number (TIN)										
	er your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid	Soc	cial s	ecurit	ly n	numb	er	_			
resid	kup withholding. For individuals, this is generally your social security number (SSN). However, for a dent alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other ties, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a</i>				-			-			
TIN	on page 3.	or									
	e. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for	Em	ploy	er ide	ntif	fication	on nu	ımb	er		
guid	delines on whose number to enter.	3	3	-	0	5	4	8	8	1	3
Pa	art II Certification	'			_			_			-
Und	ler penalties of perjury, I certify that:										
1. T	The number shown on this form is my correct taxpayer identification number (or I am waiting for a num	ber to	be	issue	d t	o me	∍); ar	nd			
S	am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or divid no longer subject to backup withholding; and										
3. I	am a U.S. citizen or other U.S. person (defined below); and										
4. T	he FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is co	rrect.									
beca	tification instructions. You must cross out item 2 above if you have been notified by the IRS that you ause you have failed to report all interest and dividends on your tax return. For real estate transactions rest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an in	s, item	12 d	oes n	not	appl	ly. Fo	or n	nortga	age	J

generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the

Here U.S. person ► Kristy Segarra General Instructions

Signature of

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

instructions on page 3.

Sign

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

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

• Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)

June 15, 2021

- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

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

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

- 1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
 - 2. Certify that you are not subject to backup withholding, or
- 3. 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, and
- 4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Form W-9 (Rev. 12-2014) Page **2**

Note. If you are a U.S. person and 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 under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 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 section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

- 1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
 - 2. The treaty article addressing the income.
- 3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
 - 4. The type and amount of income that qualifies for the exemption from tax.
- Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident allen for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

- 1. You do not furnish your TIN to the requester,
- 2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

- 3. The IRS tells the requester that you furnished an incorrect TIN.
- 4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
- 5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see Special rules for partnerships above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

- b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.
- c. Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation. Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.
- d. Other entities. Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.
- e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Form W-9 (Rev. 12-2014) Page **3**

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
 - 2-The United States or any of its agencies or instrumentalities
- $3-\!A$ state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- $4-\!\mbox{A}$ foreign government or any of its political subdivisions, agencies, or instrumentalities
 - 5-A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- $7\!-\!\mathrm{A}$ futures commission merchant registered with the Commodity Futures Trading Commission
 - 8-A real estate investment trust
- $9-\mbox{An}$ entity registered at all times during the tax year under the Investment Company Act of 1940
 - 10-A common trust fund operated by a bank under section 584(a)
 - 11-A financial institution
- $12\!-\!A$ middleman known in the investment community as a nominee or custodian
 - 13-A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for	THEN the payment is exempt for
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
 - B-The United States or any of its agencies or instrumentalities
- C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)
- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state
 - G—A real estate investment trust
- H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
- I-A common trust fund as defined in section 584(a)
- J-A bank as defined in section 581
- K-A broker
- L-A trust exempt from tax under section 664 or described in section 4947(a)(1)
- M-A tax exempt trust under a section 403(b) plan or section 457(q) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8. Page 36

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Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see Exempt payee code earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below

- 1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.
- 2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
- 3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification
- 4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
- 5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

	1
For this type of account:	Give name and SSN of:
Individual Two or more individuals (joint account)	The individual The actual owner of the account or, if combined funds, the first individual on the account'
Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee¹ The actual owner¹
Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i) (A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity⁴
Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i) (B))	The trust

List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see Special rules for partnerships on page 2. *Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- · Protect your SSN.
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039

For more information, see Publication 4535, Identity Theft Prevention and Victim

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Circle the minor's name and furnish the minor's SSN.

Delivery and Lead Times

Delivery

Aqua-Metric's cost proposal does not include delivery fees. Freight is allowed for all individual orders exceeding \$10,000. Any order under \$10,000 will incur a freight/shipping charge. This charge is based on the number of meters purchased and the type of water meter. Upon order placement, Aqua-Metric can provide a freight estimate to the City reflecting actual delivery fees.

Lead Times

Aqua-Metric's number one priority is customer satisfaction. Our distribution office warehouses a stock of water meters to help accommodate customer lead times. When product is in stock and immediately available, lead times range from one to two weeks. Should our warehouse inventory deplete, Aqua-Metric's lead times will become subject to the manufacturer. At the time of purchase, Aqua-Metric personnel will notify Killeen of inventory levels and advise of current lead time status. By performing this service, we hope to alleviate any questions or concerns of delivery.

To give the City an expected estimated delivery, current lead times are as follows:

Item Description	Current Manufacturer Lead Time*	Normal Manufacturer Lead Time*		
iPERL Water Meters	15+ Weeks, Plus Shipping	4 Weeks, plus shipping time		

^{*} Due to a global micro-chip shortage, we are experiencing significant leads times with the iPERL water meter. This shortage has affected many industries across the world including ours. Aqua-Metric and Sensus are committed to do everything possible to mitigate the situation and potential impact to our valued customers. We will continue to communicate and provide updates as available.

iPERL Meter Overview

Aqua-Metric is proposing the Sensus iPERL water meter as our premiere water meter solution for the City of Killeen. One convenient feature of the iPERL water meter is its detachable wiring components. This will allow the City to interchange any wiring connector required, be it a Sensus TouchCoupler wire, Nicor connection, Itron connection, or no wire at all. When the City decides to upgrade to an automated meter reading system, the Sensus iPERL meter will be ready to connect to their radio of choice. Additionally, if a wire is cut in the field, the iPERL cable itself can be replaced rather than requiring splicing or complete meter/register replacement.

The enclosed bid form reflects the Sensus iPERL water meter with no wiring option; however, Aqua-Metric's quote form, provided alongside the City's bid form, reflects iPERL cable add-on options for various wiring types (Sensus protocol, Nicor, and/or Itron).

iPERL Water Management System

The Sensus iPERL offers unparalleled low flow accuracy with high flow durability. Innovative magnetic technology allows for the capture of previously unmeasured low flow (.03 GPM – 35 GPM for a 3/4") and drives additional revenue for the utility. 100 percent lead-free with no moving parts, the iPERL requires no additional maintenance and is resistant to wear, retaining its accuracy for the life of the product. The Sensus iPERL will improve revenue and conservation opportunities while maximizing operational efficiency program. The iPERL comes standard with 14 condition, diagnostic, and lifetime alarms, allowing for quick resolution of issues experienced in the field (e.g., Backflow, Leak, Tamper, and Empty Pipe). In addition to the 14 alarms, the iPERL comes standard with data logging capabilities. It is able to hold up to 45 days of hourly consumption and max rate of flow history.

Benefits to You		
Improves operational efficiency and	Reduces non-revenue water,	Prevents removal and tampering
customer service	measuring flow rates as low as 0.1 –	attempts to obtain free water
	0.3 gpm	
Reduces maintenance costs	Installs horizontally, vertically, or	Detects system leaks
	diagonally	
Allows remote management,	Collects and logs system and	Preserves energy and optimizes
monitoring, and diagnosis	customer data	power

The high resolution nine-digit hermetically sealed electronic register with LCD display was designed to eliminate dirt, lens fogging issues, and moisture contamination in pit settings with built in tamper protection. The tempered glass register cover displays readings with the AMR digits highlighted. Direction of flow and units of measure are also easily readable on the register display. The large, easy to read display also includes battery life, empty pipe, and forward/reverse flow indicators. The integrated construction of iPERL system prevents removal of the register to deter tampering.

The iPERL system far exceeds the most recent revision of ANSI/AWWA Standard C-700 and C-710 for accuracy and pressure loss requirements. All iPERL systems are NSF/ANSI Standard 61 Annex F and G compliant and tested to AWWA standards.



ADDENDUM NO. 1 for Bid 21-31

Water Meters

BID DUE DATE: June 17, 2021 @ 2:00 p.m. Today's date: June 2, 2021

The following questions have been presented. Answers follow in italics.

The Bid Document reads: Complete information regarding this solicitation may be obtained from... Negometrix E-Bidding site (https://appidentity.negometrix.com/Account/Login).

• The updated link is Negometrix E-Bidding site (https://app.negometrix.com).

	Lorianne Luciano Dir. of Procurement & Contract Management
Acknowledgement:	
Signature: Kristy Segarra	
Print Name: Kristy Segarra	
Title: Manager, Bids and Proposals	
Company:Thirkettle Corporation dba Aqua-M	etric Sales Company

Date: June 15, 2021



ADDENDUM NO. 2 for Bid 21-31

Water Meters

BID DUE DATE: June 17, 2021 @ 2:00 p.m. Today's date: June 4, 2021

The following changes have been made to the above-mentioned bid. Changes follow in *italics*.

- 1. Page 19, Paragraph 3. Register, last paragraph, first sentence should read; "The register shall have a multi-line display with a minimum of 8 digits on the totalizer"
- 2. Page 20, Paragraph 4. Measuring Section And Signal Outputs, last sentence should read; "The three (3) wire cable exiting the meter body cable shall be available, upon request by the City, as 1) Nicor compatible connector, 2) Itron compatible connector, or 3) magnetic coupled TouchPad.

Lorianne Luciano	
Dir. of Procurement & Contract Managemen	ıt

Acknowledgement:

Signature: Kristy Segarra

Print Name: Kristy Segarra

Title: Manager, Bids and Proposals

Company: Thirkettle Corporation dba Aqua-Metric Sales Company

Date: June 15, 2021





CAPABILITIES

- The iPERL meter has an operating range of 0.11 gpm (0.025 m³/hr) to 55 gpm (12.5 m³/hr)—it even starts to register flow as low as 0.03 gpm (0.007 m³/hr).
- Sizes include: 5/8" (DN 15mm), 3/4" (DN 20mm) and 1" (DN 25mm)
- iPERL can be installed horizontally, vertically or diagonally.

BENEFITS

- Maximize investment with iPERL's magnetic technology, which delivers a 20-year accuracy warranty, with no repairs
- Get smart water alarms to detect issues such as leaks, reverse flow, empty pipe, etc.
- Improve low flow accuracy to drive additional revenue

iPERL Smart Water Meter

Electromagnetic Flow Measurement System

Sensus iPERL® smart water meters are designed to capture both lost water and lost revenue. The innovative magnetic technology delivers unmatched low flow registration and minimal pressure loss. With no moving parts, iPERL maintains its accuracy over a 20 year lifetime and is equipped with smart water alarms – delivering the intelligence you need to quickly resolve issues in the field.

Industry Leading Performance

The patented measurement technology of the iPERL water meter provides enhanced accuracy at both low and high flows. Over a 20-year lifespan, your iPERL will measure just as accurately as the day it was installed.

Solid State Magnetic Technology

By avoiding the use of a mechanical measuring element inside the flow tube, metering performance is linear over the entire flow range – ensuring no reduction in accuracy at any flow rate over the life of the meter. The iPERL meter uses our patented remanent magnetic field technology – requiring far less energy and delivering superior accuracy.

Alarms

Quick resolution of field issues is made possible with smart water alarms including leak detection, reverse flow, empty pipe, magnetic tamper and low battery. When integrated with our FlexNet® communication network, remotely gathering and transmitting data has never been more reliable or profitable.

Construction

The iPERL meter body is made of composite alloy and contains no metal material. Inside the meter body is an electronic register and a measuring device that is comprised of a composite alloy flow tube. Embedded in the flow tube are coated silver electrodes. iPERL utilizes these to measure the fluid velocity through the flow tube – enabling less power consumption and predictable meter performance. The iPERL meter has a 20-year accuracy warranty and a 20-year battery life guarantee.





Electronic Register

The 9-digit hermetically-sealed electronic register with LCD display was designed to eliminate dirt, fog and moisture contamination in pit settings. The large, easy-to-read display includes AMR digits, direction of flow, units of measure and smart water alarms. The AMR digits and units of measure are fully programmable. The register also provides integrated customer data logging.

AMI / AMR Compatibility

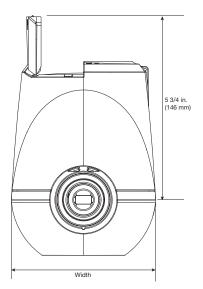
Sensus iPERL meters are compatible with common AMR/AMI systems, including the Sensus FlexNet® communication network.

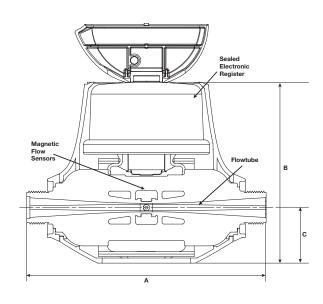
Conformance to Standards

The iPERL meter far exceeds the most recent revision of ANSI/AWWA Standard C-700 and C-710 for accuracy and pressure loss requirements. All iPERL meters are NSF/ANSI Standard 61 Annex F and G compliant and tested to AWWA standards.

Tamper Resistant

The integrated construction of the iPERL water meter prevents removal of the register to obtain free water. The magnetic tamper and low field alarms will both indicate any attempt to tamper with the magnetic field of the iPERL meter.





Dimensions and Net Weights

Size	A (lay length)	В	С	Spud Ends	NPSM Thread Size	Width	Net Weight
5/8"	7-1/2"	6-1/10"	1-3/4"	5/8"	3/4"	4-1/2"	3.1 lb.
(DN 15 mm)	(190 mm)	(155 mm)	(44 mm)	(15 mm)	(19 mm)	(114 mm)	(1.4 kg)
3/4"S (5/8" x 3/4") (DN 20 mm)	7-1/2" (190 mm)	6-1/10" (155 mm)	1-3/4" (44 mm)	3/4" (20 mm)	1" (25 mm)	4-1/2" (114 mm)	3.1 lb. (1.4 kg)
3/4"	9"	6-1/10"	1-3/4"	3/4"	1"	4-1/2"	3.2 lb.
(DN 20 mm)	(229 mm)	(155 mm)	(44 mm)	(20 mm)	(25 mm)	(114 mm)	(1.5 kg)
1"	10-3/4"	6-1/10"	1-3/4"	1"	1-1/4"	4-1/2"	3.3 lb.
(DN 25 mm)	(273 mm)	(155 mm)	(44 mm)	(25 mm)	(32 mm)	(114 mm)	(1.6 kg)



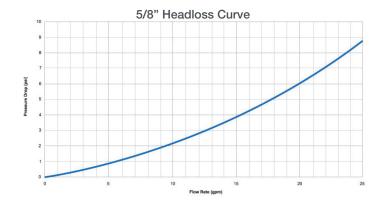
iPERL Smart Water Meter

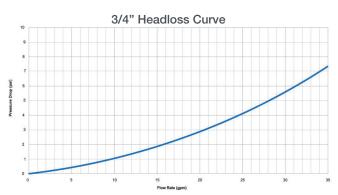


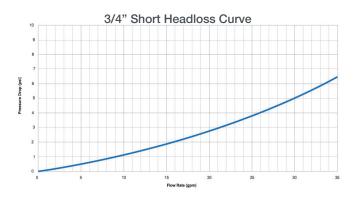
Specifications

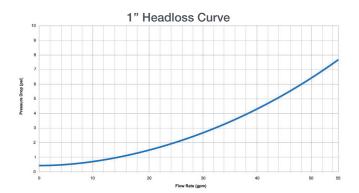
Service	Measurement of potable and reclaimed water. Water operating temperature range of 33°F (0.56°C) -80°F (26.7°C)
Starting Flow	5/8" (DN 15mm) size: 0.03 gpm (0.007 m³/h) 3/4" (DN 20mm) size: 0.03 gpm (0.007 m³/h) 1" (DN 25mm) size: 0.11 gpm (0.025 m³/h)
Low Flow Range (±3%)	5/8" (DN 15mm) size: >0.11 gpm (0.025 m³/hr) to <0.18 gpm (0.041 m³/hr) 3/4" (DN 20mm) size: >0.11 gpm (0.025 m³/hr) to <0.18 gpm (0.041 m³/hr) 1" (DN 25mm) size: >0.3 gpm (0.068 m³/hr) to <0.4 gpm (0.09 m³/hr)
Normal Water Operating Flow Range (±1.5%)	5/8" (DN 15mm) size: 0.18 to 25 gpm (0.04 to 5.7 m³/hr) 3/4" (DN 20mm) size: 0.18 to 35 gpm (0.04 to 8.0 m³/hr) 1" (DN 25mm) size: 0.4 to 55 gpm (0.09 to 12.5 m³/hr)
Maximum Operating Pressure	5/8" and 3/4" size: 200 psi (13.8 bar) 1" size: 175 psi (12.1 bar)
Measurement Technology	Solid state electromagnetic flow
Register	Hermetically sealed, 9-digit programmable electronic register; AMR/AMI compatible; iPERL register programmable using the UniPro® communicator and FieldLogic™ software
Materials	External housing – Thermal plastic; Flowtube – Polyphenylene sulfide alloy; Electrode – Silver/silver chloride; Register cover – Tempered glass
Alarm Defaults	Alarm Duration – 90 days; Leak Duration before alarm is triggered – 24 hours; Datalog Interval – 1 hour; Alarm Mask

Headloss Curves











How to Read the iPERL

Quick Guide

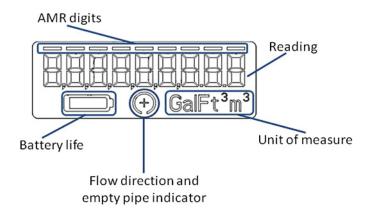
THE SENSUS IPERL SYSTEM

The iPERL water management system offers unparalleled low flow accuracy with high flow durability. Innovative magnetic technology allows for the capture of previously unmeasured low flow, and drives additional revenue for the utility. The iPERL system maintains its accuracy over a 20-year lifetime through its 100% lead-free design with no moving parts. Issues experienced in the field are quickly identified through the use of AMR/AMI connectivity. The iPERL also provides the ability to report diagnostics and alarms.

ELECTRONIC REGISTER

The high resolution 9-digit hermetically sealed electronic register with LCD display was designed to eliminate problems resulting from dirt, lens fogging and moisture contamination in pit set environments. The iPERL also provides built-in tamper protection. The tempered glass register cover displays readings with the AMR/AMI digits highlighted. Direction of flow and units of measure are also easily readable on the register display. The iPERL register features an AMR/AMI resolution and unit of measure that are fully programmable, and integral customer data logging compatible with UniPro software tools. The large, easy to read display also includes battery life, empty pipe and forward/reverse flow indicators.

REGISTER DISPLAY



AMR Digit Bar (4 to 8 Digits): The AMR digit bar shows which digits will be reported when the meter is read through the communications interface.

Battery Icon: The Battery Icon will turn on when the battery is low or the meter is near the end of life.

Flow Icon:

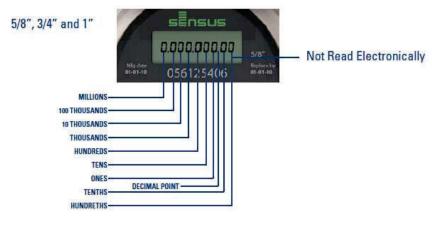
Flow Condition	Display
Positive Flow	Circle with +
Negative Flow	Circle with -
Low Flow Cut off	No icon displayed
Empty Pipe	Empty Circle

Unit of Measure: Gallon (GAL), Cubit Feet (FT³), Cubic Meter (M³)

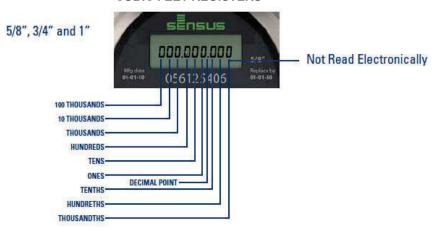


READING THE IPERL REGISTER

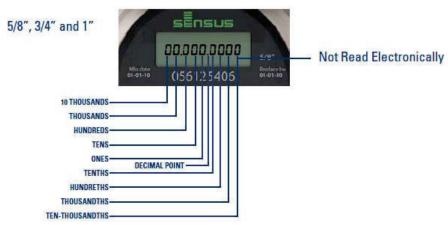
GALLONS REGISTERS



CUBIC FEET REGISTERS



CUBIC METER REGISTERS



© All products purchased and services performed are subject to Sensus' terms of sale, available at either; http://na.sensus.com/TC/TermsConditions.pdf or 1-800-METER-IT. Sensus reserves the right to modify these terms and conditions in its own discretion without notice to the customer.

This document is for informational purposes only, and SENSUS MAKES NO EXPRESS WARRANTIES IN THIS DOCUMENT. FURTHERMORE, THERE ARE NO IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, WARRANTIES AS TO FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY. ANY USE OF THE PRODUCTS THAT IS NOT SPECIFICALLY PERMITTED HEREIN IS PROHIBITED.



Sensus Limited Warranty

- 1. General Product Coverage. Unless otherwise provided herein, Sensus USA Inc. ("Sensus") warrants its products and parts to be free from defects in material and workmanship for one (1) year from the date of Sensus shipment and as set forth below. All products are sold to customer ("Customer") pursuant to Sensus' Terms of Sale, available at: sensus.com/TC ("Terms of Sale").
- 2. SR II® and accuSTREAM™ 5/8", 3/4" & 1" Meters are warranted to perform to new meter accuracy level set forth in the SR II and accuSTREAM Data Sheets available at sensus.com for five (5) years from the date of Sensus shipment or until the registration shown below, whichever occurs first. Sensus further warrants that the SR II and accuSTREAM meters will perform to at least AWWA Repaired Meter Accuracy Standards for fifteen (15) years from the date of Sensus shipment or until the registration shown below, whichever occurs first:

	New Meter Accuracy	Repair Meter Accuracy
5/8" SR II Meter and accuSTREAM Meter	500,000 gallons	1,500,000 gallons
3/4" SR II Meter and accuSTREAM Meter	750,000 gallons	2,250,000 gallons
1" SR II Meter and accuSTREAM Meter	1,000,000 gallons	3,000,000 gallons

- 3. ally Meters that register water flow are warranted to perform to the accuracy level set forth in the ally Data Sheet available at sensus.com for fifteen (15) years from the Date of Installation, but no longer than sixteen (16) years from date of manufacture, not including the meter's sensors, valve, and gear motor, which are warranted under different terms described below. As used herein, "Date of Installation" means the date after which the ally Meter has been out of empty pipe for seven (7) consecutive days, as those days are measured by the ally Meter and stored in the meter's nonvolatile memory.
- 4. iPERL® Meters that register water flow are warranted to perform to the accuracy levels set forth in the iPERL Data Sheet available at sensus.com for twenty (20) years from the date of Sensus shipment. The iPERL System Component warranty does not include the external housing.
- 5. SR II maincases are warranted to be free from defects in material and workmanship for twenty-five (25) years from the date of Sensus shipment. accuSTREAM maincases will be free from defects in material and workmanship for fifteen (15) years from the date of Sensus shipment.
- 6. Sensus OMNI™ Meters and Propeller Meters are warranted to perform to as set forth in OMNI and Propeller data sheets for one (1) year from the date of Sensus shipment.
- 7. Sensus accuMAG[™] and Hydroverse[™] Meters are warranted to be free from defects in material and workmanship, under normal use and service, for 18 months from the date of Sensus shipment or 12 months from startup, whichever occurs first.
- 8. Sensus Registers are warranted to be free from defects in material and workmanship from the date of Sensus shipment for the periods stated below or until the applicable registration for AWWA Repaired Meter Accuracy Standards, as set forth above, are surpassed, whichever occurs first:

5/8" thru 1" SR II, accuSTREAM Standard Registers	25 years
5/8" thru 1" SR II, accuSTREAM Encoder Registers	10 years
All HSPU, IMP Contactor, R.E.R. Elec. ROFI	1 year
Standard and Encoder Registers for Propeller Meters	1 year
OMNI and OMNI+ Registers with Battery	10 years

- Sensus Electric and Gas Meters are warranted pursuant to the General Limited Warranty available at sensus.com/TC.
- 10. Batteries, iPERL System Components, AMR and FlexNet® Communication Network AMI Interface Devices are warranted to be free from defects in material and workmanship from the date of Sensus shipment for the period stated below:

Electronic TouchPad	10 years
Act-Pak® Remote Monitoring Instruments	1 year
Gas SmartPoint® Modules and Batteries	20 years 1
6500 series Hand-Held Device	2 years
Vehicle Gateway Base Station (VGB) and other AMR Equipment	1 year
EasyLink Reader	1 Year
CPTP100	20 Years ²
FlexNet Base Station (including the R100NA and M400 products)	1 year
RM4160	1 Year
iPERL System Battery and iPERL System Components	20 years ³

Sensus will repair or replace non-performing Gas SmartPoint Modules (configured to the factory setting of six transmissions per day under normal system operation of up to one demand read to each SmartPoint Module per month and up to five firmware downloads during the life of the product) and batteries.

Sensus [®] Electronic Register+ [™]	20 years4
Sensus® Smart Gateway Sensor Interface	1 year⁵
SmartPoint® 510M/520M/515M/512M Modules and Batteries	20 years ³

11. ally® Meter Batteries and Components, including SmartPoint 510M/520M Modules are warranted to be free from defects in material and workmanship from the Date of Installation, as defined in Section 3, for the period stated below:

Batteries	15 years ⁶
Sensors	5 years
Valve & Gear Motor	5 years ⁷
SmartPoint 510M/520M Modules and Batteries in service w/ally	15 years ⁶

- ³ Sensus will repair or replace non-performing:
 - iPERL System Batteries, and/or the iPERL System flowtube, the flow sensing and data processing assemblies, and the register ("iPERL System Components") with hourly reads,
 - SmartPoint 510M/520M/515M//512M-PLS Modules (configured to the factory setting of six transmissions per day under normal system operation of up to one demand read to each SmartPoint Module per month and up to five firmware downloads during the life of the product) and batteries, unless the SmartPoint 510M/520M Module is ever paired with an ally Meter, which event immediately amends the warranty terms to those described in Section 11;

at no cost for the first fifteen (15) years from the date of Sensus shipment, and for the remaining five (5) years at a prorated percentage, applied towards the published list price in effect for the year the product is accepted by Sensus under the warranty conditions according to the following schedule:

Replacement Price
0%
30%
40%
50%
60%
70%
100%

Sensus will repair or replace non-performing Sensus Electronic Register+ with hourly reads for the first ten (10) years from the date of Sensus shipment, and for the remaining ten (10) years, at a prorated percentage, applied towards the published list prices in effect for the year product is accepted by Sensus under warranty conditions according to the following schedule:

Replacement Price	Years	Replacement Price
0%	16	55%
30%	17	60%
35%	18	65%
40%	19	70%
45%	20	75%
50%	>20	100%
	0% 30% 35% 40% 45%	0% 16 30% 17 35% 18 40% 19 45% 20

- Sensus® Smart Gateway Sensor Interface warranty valid only for analog Meter Sample Rates of four times per hour with a Standard Tranmsit Rate of hourly or greater for the analog channel(s).
- If applicable, any SmartPoint 510M/520M Modules ever paired with an ally Meter are warranted with the following limitations:
 - When configured to the default installation setting of six transmissions of metrology and pressure per day and one update of temperature per day, the SmartPoint is warranted to perform up to five (5) firmware upgrades for the SmartPoint Module and up to five (5) firmware upgrades for the ally Meter;
 - 2500 Operational Commands, where "Operational Commands" include on demand reads (such as
 consumption, pressure, temperature), an ally valve command, or a configuration command; and
 - 15 Diagnostic Commands, which includes two-way communications tests and installations

for the first ten (10) years from Date of Installation at no cost. For the remaining five (5) years, Customer will pay the reduced Replacement Price of the then-current list price in effect at the time the product is accepted for return in accordance with the following schedule:

Years	Replacement Price	Years	Replacement Price
1 – 10	0%	14	65%
11	35%	15	75%
12	45%	>15	100%
13	55%		

Notwithstanding the foregoing, valve and gear motor components of ally Meters are not warranted beyond two thousand (2000) Valve State Operations, even if the warranty period provided herein has not yet expired. As used herein, "Valve State Operations" means adjustments of the Meter to open, close, or reduce flow.



Sensus will repair or replace non-performing CPTP100 modules (configured at factory setting of four transmissions per day under normal system operations of up to one demand read per month and up to five firmware downloads during the life of the product) and batteries.

- 12. iPERL and ally Connectors and Cables are warranted to be free from defects in materials and workmanship, under normal use and service, for ten (10) years from the date of Sensus shipment. Nicor or Itron connectors included with a Sensus product are warranted according to the terms for Third-Party Devices in Section 13.
- 13. Third-Party Devices are warranted to be free from defects in materials and workmanship, under normal use and service, for one (1) year from the date of Sensus shipment. As used in this Sensus Limited Warranty, "Third Party Devices" means any product, device, or component part used with a Sensus product that is manufactured or sold by any party that is not Sensus. Failure of a Third Party Device which subsequently causes failure to a Sensus device shall be the responsibility of the manufacturer of the Third Party Device.
- 14. Software. Software supplied and/or licensed by Sensus is supported according to the terms of the applicable software license or usage agreement. Sensus warrants that any network and monitoring services shall be performed in a professional and workmanlike manner.
- 15. Return. Sensus' obligation, and Customer's exclusive remedy, under this Sensus Limited Warranty is, at Sensus' option, to either (i) repair or replace the product, provided the Customer (a) returns the product to the location designated by Sensus within the warranty period; and (b) prepays the freight costs both to and from such location; or (ii) deliver replacement components to the Customer, provided the Customer installs, at its cost, such components in or on the product (as instructed by Sensus), provided, that if Sensus requests, the Customer (a) returns the product to the location designated by Sensus within the warranty period; and (b) prepays the freight costs both to and from such location. In all cases, if Customer does not return the product within the time period designated by Sensus, Sensus will invoice, and Customer will pay within thirty days of the invoice date, for the cost of the replacement product and/or components

The return of products for warranty claims must follow Sensus' Returned Materials Authorization (RMA) procedures. Water meter returns must include documentation of the Customer's test results. Test results must be obtained according to AWWA standards and must specify the meter serial number. The test results will not be valid if the meter is found to contain foreign materials. If Customer chooses not to test a Sensus water meter prior to returning it to Sensus, Sensus will repair or replace the meter, at Sensus' option, after the meter has been tested by Sensus. The Customer will be charged Sensus' then current testing fee. All product must be returned in accordance with the RMA process. For all returns, Sensus reserves the right to request meter reading records by serial number to validate warranty claims.

For products that have become discontinued or obsolete ("Obsolete Product"), Sensus may, at its discretion, replace such Obsolete Product with a different product model ("New Product"), provided that the New Product has substantially similar features as the Obsolete Product. The New Product shall be warranted as set forth in this Sensus Limited Warranty.

THIS SECTION 15 SETS FORTH CUSTOMER'S SOLE REMEDY FOR THE FAILURE OF THE PRODUCTS, SERVICES OR LICENSED SOFTWARE TO CONFORM TO THEIR RESPECTIVE WARRANTIES.

16. Warranty Exceptions and No Implied Warranties. This Sensus Limited Warranty does not include costs for removal or installation of products, or costs for replacement labor or materials, which are the responsibility of the Customer. The warranties in this Sensus Limited Warranty do not apply to and Sensus has no liability for goods that have been: installed improperly or in non-recommended installations; installed to a socket that is not functional, or is not in safe operating condition, or is damaged, or is in need of repair; tampered with; modified or repaired with parts or assemblies not certified in writing by Sensus, including without limitation, communication parts and assemblies; improperly modified or repaired (including as a result of modifications required by Sensus); converted; altered; damaged; read by equipment not approved by Sensus; for water meters, used with substances other than water, used with non-potable water, or used with water that contains dirt. debris, deposits, or other impurities; subjected to misuse, improper storage, improper care, improper maintenance, or improper periodic If Sensus identifies any Exceptions during testing (collectively, "Exceptions."). examination, troubleshooting or performing any type of support on behalf of Customer, then Customer shall pay for and/or reimburse Sensus for all expenses incurred by Sensus in examining, troubleshooting, performing support activities, repairing or replacing any Equipment that satisfies any of the Exceptions defined above. The above warranties do not apply in the event of Force Majeure, as defined in the Terms of Sale.

THE WARRANTIES SET FORTH IN THIS SENSUS LIMITED WARRANTY ARE THE ONLY WARRANTIES GIVEN WITH RESPECT TO THE GOODS, SOFTWARE, SOFTWARE LICENSES AND SERVICES SOLD OR OTHERWISE PROVIDED BY SENSUS. SENSUS EXPRESSLY DISCLAIMS ANY AND ALL OTHER REPRESENTATIONS, WARRANTIES, CONDITIONS, EXPRESSED, IMPLIED, STATUTORY OR OTHERWISE, REGARDING ANY MATTER IN CONNECTION WITH THIS SENSUS LIMITED WARRANTIES AS TO FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, NON-INFRINGEMENT AND TITLE.

SENSUS ASSUMES NO LIABILITY FOR COSTS OR EXPENSES ASSOCIATED WITH LOST REVENUE OR WITH THE REMOVAL OR INSTALLATION OF EQUIPMENT. THE FOREGOING REMEDIES ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES FOR THE FAILURE OF EQUIPMENT, LICENSED SOFTWARE OR SOFTWARE SERVICES, AND OTHER SERVICES TO CONFORM TO THEIR RESPECTIVE WARRANTIES.

17. Limitation of Liability. SENSUS' AGGREGATE LIABILITY IN ANY AND ALL CAUSES OF ACTION ARISING UNDER, OUT OF OR IN RELATION TO THIS AGREEMENT, ITS NEGOTIATION, PERFORMANCE, BREACH OR TERMINATION

(COLLECTIVELY "CAUSES OF ACTION") SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER TO SENSUS UNDER THIS AGREEMENT. THIS IS SO WHETHER THE CAUSES OF ACTION ARE IN TORT, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE OR STRICT LIABILITY, IN CONTRACT, UNDER STATUTE OR OTHERWISE.

AS A SEPARATE AND INDEPENDENT LIMITATION ON LIABILITY, SENSUS' LIABILITY SHALL BE LIMITED TO DIRECT DAMAGES. SENSUS SHALL NOT BE LIABLE FOR: (I) ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; NOR (II) ANY REVENUE OR PROFITS LOST BY CUSTOMER OR ITS AFFILIATES FROM ANY END USER(S), IRRESPECTIVE OF WHETHER SUCH LOST REVENUE OR PROFITS IS CATEGORIZED AS DIRECT DAMAGES OR OTHERWISE; NOR (III) ANY IN/OUT COSTS; NOR (IV) MANUAL METER READ COSTS AND EXPENSES; NOR (V) DAMAGES ARISING FROM MAINCASE OR BOTTOM PLATE BREAKAGE CAUSED BY FREEZING TERMPERATURES, WATER HAMMER CONDITIONS, OR EXCESSIVE WATER PRESSURE. "IN/OUT COSTS" MEANS ANY COSTS AND EXPENSES INCURRED BY CUSTOMER IN TRANSPORTING GOODS BETWEEN ITS WAREHOUSE AND ITS END USER'S PREMISES AND ANY COSTS AND EXPENSES INCURRED BY CUSTOMER IN INSTALLING, UNINSTALLING AND REMOVING GOODS. "END USER" MEANS ANY END USER OF ELECTRICITY/WATER/GAS, AS APPLICABLE.

The limitations on liability set forth in this Agreement are fundamental inducements to Sensus entering into this Agreement. They apply unconditionally and in all respects. They are to be interpreted broadly so as to give Sensus the maximum protection permitted under law



										BID TAE	В ВА	SED ON EST	IMA	TED QUANTITIES	5												
			HPS LLC	2		:	Zenner USA			AV Water	Tec	hnologies		Fortiline		Ferguson Waterworks				Atlas Utility Aqua-metrix				etrix	Core & Main		
<u>Item</u>	<u>Qty</u>		<u>Unit</u>		<u>Total</u>		<u>Unit</u>	<u>Total</u>		<u>Unit</u>		<u>Total</u>		<u>Unit</u>	<u>Total</u>	<u>Unit</u>		<u>Total</u>	<u>Unit</u>		<u>Total</u>	<u>Unit</u>		<u>Total</u>	<u>Unit</u>		<u>Total</u>
5/8"x3/4" Composite	5000	\$	116.88	\$	584,400			\$ -			\$	-	\$	119.20 \$	596,000	\$ 99.00	\$	495,000	\$ 122.75	\$	613,750	\$ 85.98	\$	429,900		\$	-
5/8"x3/4" Copper	5000	\$	142.42	\$	712,100	\$	62.81	\$ 314,05	50 \$	99.00	\$	495,000		\$	-		\$	-		\$	-		\$	-	\$ 131.58	\$	657,900
5/8"x3/4" Stainless	5000			\$	-			\$ -			\$	-		\$	-		\$	-	\$ 165.00	\$	825,000		\$	-		\$	-
1" Composite	100	\$	139.86	\$	13,986			\$ -			\$	-	\$	215.30 \$	21,530	\$ 156.00	\$	15,600	\$ 168.00	\$	16,800	\$ 136.70	\$	13,670		\$	-
1" Copper	100	\$	164.34	\$	16,434	\$	76.17	\$ 7,61	.7 \$	152.00	\$	15,200		\$	-		\$	-		\$	-		\$	-	\$ 184.21	\$	18,421
1" Stainless	100			\$	-			\$ -			\$	-		\$	-		\$	-	\$ 215.00	\$	21,500		\$	-		\$	-
Nicor Connector	5100					\$	24.50	\$ 124,95	50													\$ 15.02	\$	76,602			
Itron Connector	5100					\$	26.65	\$ 135,91	.5													\$ 22.52	\$	114,852			
TouchPad Connector	5100					\$	27.56	\$ 140,55	6													\$ 7.01	\$	35,751			
Grand Total				\$	598,386			\$ 462,22	23		\$	510,200		\$	617,530)	\$	510,600		\$	630,550		\$	479,321		\$	676,321
Comperable bid include	Comperable bid includes the TouchPad connector																										

STATE OF TEXAS COUNTY OF BELL

THIS AGREEMENT is made and entered into this 10th day of August 2021, by and between the City of Killeen, a municipal corporation, organized and existing under laws of the State of Texas, acting through its City Manager or other duly authorized designee, hereinafter referred to as the "Owner" and Thirkettle Corporation dba Aqua-Metric Sales Company, of the City of Selma, County of Bexar, and the State of Texas, hereinafter referred to as the "CONTRACTOR."

In consideration of the promises, performances, payments, and agreements set forth herein CONTRACTOR hereby agrees to deliver:

<u>Bid # 21-31 Water Meters</u> and all Work in accordance with the, Invitation to Bid and Addenda (if applicable), which are incorporated herein by reference and made a part hereof and which have been prepared by the **City of Killeen** and approved by OWNER, and OWNER agrees to pay the CONTRACTOR the amount of:

	<u>Description</u>	Estimated Qty	U.O.M.	Unit Price
1.	5/8" x ³ / ₄ " iPERL meter	5000	Ea	\$85.98
2.	1" iPERL meter	100	Ea	\$136.70

Contractor hereby agrees to deliver the products described above after the date contained in the notice of award given to CONTRACTOR and within the manufacturer's approximated delivery times (currently 6-8 weeks) from the date of CONTRACTOR's receipt of OWNER's purchase order.

Neither party shall be held liable for delay in fulfilling or failure to fulfill its obligations under this Agreement, if such delay or failure is caused by events beyond the reasonable control of such party, including, without limitation, natural calamity, acts of God, terrorist events, pandemic, epidemic, or delays in product shipment caused by any of the preceding events. Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this Agreement.

Contract term shall be for a one (1) year period and may be extended for an additional two (2), one (one) year period(s) if so agreed to by both parties.

Waiver of any breach of the Contract shall not constitute waiver of any subsequent breach.

OWNER agrees to pay CONTRACTOR from available finds for performance of the Contract in accordance with the Bid and the provisions of the Contract Documents, subject to additions and deductions, as provided therein.

The OWNER's payment obligations are payable only and solely from funds available for the purposes of this Agreement. Although drafted by the OWNER, this Agreement, in event of any disputes over its meaning or application, shall be interpreted fairly and reasonably, and neither more strongly for nor against either party.

OWN	IER	CONTRACTOR
Ву: _	City of Killeen	Ву:
	Date	July 14, 2021
9	Date	Date _Kristy Segarra
	Title of Signatory	Printed Name of Signatory
By: _		Manager, Bids and Proposals
	City Attorney	Title of Signatory, Authorized Representative
	Date	ATTEST (as applicable)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

	L:				1 07 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.		CE	OFFICE USE ONLY CERTIFICATION OF FILING				
1	Name of business entity filing form, and the city, state and country of the business entity's place of business.			Certificate Number: 2021-778770				
	Aqua-Metric Sales Company			2021-110110				
L	Selma, TX United States		1,100,000,000	Date Filed:				
2	Name of governmental entity or state agency that is a party to the being filed.	e contract for which the form is	07/:	07/14/2021				
	City of Killeen Water & Sewer			Date Acknowledged:				
3	Provide the identification number used by the governmental enti	ty or state agency to track or iden	ify the	contract, and prov	ride a			
	description of the services, goods, or other property to be provide	ded under the contract.						
	21-31 Water Maters							
	Water Meters							
4					of interest			
, and	Name of Interested Party City, State, Country (place of business)		iness)					
_				Controlling	Intermediary			
K	phan, Scott	Selma, TX United States			X			
Newville, Christopher		Selma, TX United States			Х			
Se	egarra, Kristy	Selma, TX United States			Х			
Aqua-Metric Sales Company		Selma, TX United States		X				
Arnold, Clint		Selma, TX United States			X			
	*			4"				
5 Check only if there is NO Interested Party.								
6	UNSWORN DECLARATION							
	My name isKristy Segarra	, and my date	of birth	is _ August 27, 198				
	No. address in 16014 Alama Dadress Duilding 2	C-1	TX	70154	LICA			
	My address is 16914 Alamo Parkway, Building 2 (street)	, Selma, _		,	, USA .			
	(Silvet)	(City)	(state)	(zip code)	(country)			
	I declare under penalty of perjury that the foregoing is true and correct	t.						
	Executed in Guadalupe County	, State of Texas , on the	e 14th	_day ofJuly(month)	, 20 <u>21</u> . (year)			
	1./	0		,	X/			
	K.							
	Signature of authorized agent of contracting business entity (Declarant)							



WATER METER BID NO. 21-31

August 3, 2021

Project Background

- The FY 21 Capital Improvements Plan (CIP) and the proposed FY
 22 CIP include funding for a Water Meter Replacement Program
- □ This five-to-ten-year program includes the replacement of the current 55,000 mechanical water meters with "smart" static water meters and the eventual automation of these meters to create an automated metering infrastructure (AMI)
- On June 17, 2021, bids were opened and read aloud for the procurement of an estimated 5,000 5/8"x3/4" static water meters and 100 1" static water meters

Bid Information

- □ The following eight (8) vendors submitted water meter bids:
 - Zenner USA, AV Water Technologies, Ferguson Waterworks, Aqua-Metric, HPS LLC, Fortiline, Atlas Utility, and Core & Main
- Although Aqua-Metric did not submit the lowest bid, City staff believes that the Aqua-Metric meter and AMI combination proves to be not only the best value for the City, but will also move the City forward into a "smart" water metering system, resulting in a substantial reduction of water loss

- Reject all bids and delay the water meter replacement program
- Authorize award of bid to a different vendor
- Authorize award of Bid 21-31, Water Meters to Aqua-Metric, for the procurement of "smart" static meters in an amount not to exceed \$500,000 in FY21

5

□ Authorize the award of Bid No. 21 – 31, Water Meters to Aqua-Metric and authorize City Manager or designee to enter into an agreement with Aqua-Metric for the procurement of water meters in an amount not to exceed \$500,000 in FY21



City of Killeen

Legislation Details

File #: RS-21-110 Version: 1 Name: Bid 21-32 Chaparral Elevated Storage Tank Project

Type:ResolutionStatus:ResolutionsFile created:7/19/2021In control:City Council

On agenda: 8/10/2021 Final action:

Title: Consider a memorandum/resolution authorizing the award of Bid No. 21-32, Chaparral Elevated

Storage Tank Project to Landmark Structures in the amount of \$5,253,000.

Sponsors: Water & Sewer, Public Works Department

Indexes:

Code sections:

Attachments: Staff Report

Proposal

<u>Letter of Recommendation</u> <u>Certificate of Interested Parties</u>

Presentation

Date Ver. Action By Action Result

8/3/2021 1 City Council Workshop



STAFF REPORT

DATE: August 3, 2021

TO: Kent Cagle, City Manager

FROM: Tony McIlwain, Executive Director of Development Services

SUBJECT: Athorize the Award of a Construction Contract with Landmark Structures

to Construct the Chaparral Elevated Storage Tank Project

BACKGROUND AND FINDINGS:

The 2019 Water and Wastewater Master Plan includes project 1W to build a 1.5-million-gallon elevated storage tank (EST) 300-feet south of the Chaparral Road and Purple Martin Drive intersection. Water from the new Stillhouse Water Treatment Plant (WTP) will be pumped into the proposed Chaparral EST which will provide additional elevated storage in the lower pressure plane as well as storage for the suction side of the Chaparral Pump Station, which will pump water into the upper pressure plane. The Chaparral EST is the first of four projects that combined will deliver, store, and pump water from the Stillhouse WTP into the City's existing water distribution system.

On July 8, 2021, bids for 21-32, construction of the Chaparral EST were opened and read aloud. Four (4) contractors submitted bids on this project. The bids are as follows:

BIDDERS	BID
Landmark Structures	\$5,253,000.00
CB&I Storage Tank Solutions	\$5,829,996.72
Phoenix Fabricators and Erectors	\$5,940,734.00
Caldwell Tanks	\$5,956,000.00

THE ALTERNATIVES CONSIDERED:

- (1) Delay the construction of the project; this will result in the Upper Pressure Plan being out of Texas Commission on Environmental Quality (TCEQ) compliance regarding elevated storage capacity and will require water from the Stillhouse WTP to be pumped through the water distribution system prior to entering an elevated storage tank, which is not normal operation procedure and can lead to water quality issues.
- (2) Reject all bids and re-bid at a later date, hoping that construction costs will decrease in the future.
- (3) Authorize the award of a Bid 21-32 to the lowest bidder, Landmark Structures.

Which alternative is recommended? Why?

Staff recommends alternative three (3) because:

- (1) Landmark Structures has extensive experience with the construction of elevated storage tanks.
- (2) Landmark Structures has done very good work in the construction of two (2) other City projects, the latest being Bundrant EST.
- (3) Freese and Nichols, the design engineering firm on this project, recommends the award of contract to Landmark Structures.

CONFORMITY TO CITY POLICY:

This item conforms to state and local policies.

FINANCIAL IMPACT:

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

Estimating to spend approximately \$253,000 in FY 2021, \$3,000,000 in FY 2022, and \$2,000,000 in FY 2023 for a total cost of \$5,253,000.

Is this a one-time or recurring expenditure?

One-time

Is this expenditure budgeted?

Yes, funds are available in account 363-8934-493.69-03.

If not, where will the money come from?

N/A

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

Yes

RECOMMENDATION:

Staff recommends the City Council award Bid 21-32 to Landmark Structures for the construction of the Chaparral EST Project in the amount of \$5,253,000, and authorize the City Manager or his designee to execute a contract for the procurement, 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.

DEPARTMENTAL CLEARANCES:

Public Works Finance Legal

ATTACHED SUPPORTING DOCUMENTS:

Proposal Letter of Recommendation Certificate of Interested Parties



Landmark Structures

1665 Harmon Road Fort Worth, Texas 76177

BID ENCLOSED FOR:

Bid No. 21-32 Chaparral Elevated Storage Tank Bid Date: Thursday, July 8, 2021 at 2:00 PM CST

> City of Killeen Attn: Purchasing Department 802 N. 2nd Street, Bldg E. Killeen, Texas 76541

> > Addendum 1 to 3

BID BOND

KNOW ALL MEN BY THESE Landmark Structures I, L.P.	PRESENTS,	that	we,	the	undersigned,	
as Principal, and firmly b	ound unto City of Ki	lleen				
	a	s owner ir			5%	
\$ Five Percent of Bidder's Maximum Price as the pr	oper measure of liqui	dated dam	ages fo	r the		
payment of which, well and truly to be made,		d severall	y bind	ourselv	es, our heirs,	
executors, administrators, successors and assig	ns.					
Signed this 8th day of J	ulv	, 202	0.1			
Signed this oth day of 2	ш		.1.			
The condition of the above obligation	s such that whereas t	he Princip	al has s	ubmitte	d to The City	
of Killeen a certain bid, attached hereto and he						
for the CHAPARRAL ELEVATED STORA						
Now, Therefore,						
If said Bid shall be rej						
If said Bid shall be ac						
shall execute and deliver a contract in the			32		-	
accordance with said Bid) and shall furnish a the payment of all persons performing labor o						
all other respects perform the agreement create				ici c with	, and shan in	
an other respects perform the agreement eleate	a of the deceptance of	or sura Die	•			
Then this obligation shall be void, otherwise the understood and agreed that the liability of the face amount of this bond and forfeited as a protect of the Surety, for value received, hereby and its bond shall be in no way impaired or a may accept such Bid; and said Surety does here	Surety for any breach per measure of liquid y stipulates and agre affected by any exten- by waive notice of a	of condit ated dama ees that the asion of time ny such ex	ion herenges. e obligate me with extension	eunder s ations o ain which	f said Surety th the Owner	
IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these						
presents to be signed by their proper officers, t				to arms	ed and mese	
presents to be signed by their proper officers, t	io day and your socie	ortif tioove		2 5		
	Landmark Structur	res I, L.P.		(L.	S.)	
	Principal				8	
			Chris	Lamon, F	President of Landmark	
	Ch Co	_	Struct	ures Ma	nagement Inc., General	
			Partne	er		
	rid-line I o	1. C				
	Fidelity and Depos	or Compa	DIV OT IV	aryland	I	
	Surety/ By:	MI	15	54	5	
SEAL		thouse !	n_Eact			
Robyn Rost, Attorney-In-Fact						

(a) (b)

LANDMARK STRUCTURES MANAGEMENT INC.

The undersigned, being all of the directors of LANDMARK STRUCTURES MANAGEMENT INC., do hereby take the following action by written consent, pursuant to the provisions of Section 141(f) of the General Corporation Law of the State of Delaware.

Adoption of the following Resolutions:

WHEREAS, Landmark Structures Management Inc. (the "Company") is the general partner of Landmark Structures I, LP; and

WHEREAS, the Company from time to time submits bids and negotiates contracts and enters into contracts for and on behalf of Landmark Structures I, LP; and

WHEREAS, the Company wishes to authorize Christopher Lamon, President of the Company, and William O. Fields, Ir., Vice President of the Company, to undertake such activities on behalf of the Company acting as general partner, and on behalf of Landmark Structures I., LP; and

WHEREAS, the Company wishes to extend authority to each of Christopher Lamon and William O. Fields, Jr. to take such action without the necessity of the joinder of the other in submitting bids and negotiating contracts and entering into contracts on behalf of Landmark Structures I, LP;

NOW, THEREFORE, BE IT RESOLVED that Christopher Lamon and William O. Fields, Jr., acting without the joinder of the other, are authorized as follows:

- a) to submit bids and/or to negotiate contracts and/or to enter into contracts for and on behalf of Landmark Structures I, LP; and
- to execute and deliver such documents and to take such other actions as he considers necessary or advisable to give effect to this resolution and the transactions provided for herein.

BE IT FURTHER RESOLVED, that any bid submitted and/or any contract negotiated and/or any contract entered into by Christopher Lamon as President of the Company or William O. Fields, Jr., Vice President of the Company, as witnessed by his signature thereto is hereby recognized as binding upon Landmark Structures I, LP, andtho-Company.

Dated: March 23, 2017

Christopher Lamon

Susan Lamon

William O. Fields, Jr.

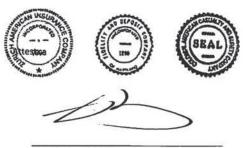
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ZURICH AMERICAN INSURANCE COMPANY COLONIAL AMERICAN CASUALTY AND SURETY COMPANY FIDELITY AND DEPOSIT COMPANY OF MARYLAND POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint, Robyn ROST and Raymond GIL, both of Matawan, New Jersey, EACH, its true and lawful agent and Attorncy-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 26th day of September, A.D. 2019.



By: Robert D. Murray Vice President

Dawn & Thour-

By: Dawn E. Brown Secretary

State of Maryland County of Baltimore

On this 26th day of September, 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, Robert D. Murray, Vice President and Dawn E. Brown, Secretary of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Scal the day and year first above written.

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Constance A. Dunn, Notary Public My Commission Expires: July 9, 2023

Constance a. Dunn

ZURICH AMERICAN INSURANCE COMPANY

COLONIAL AMERICAN CASUALTY AND SURETY COMPANY FIDELITY AND DEPOSIT COMPANY OF MARYLAND

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this __8th__ day of _______, 2021_.







Brian M. Hodges, Vice President

Brum Hodger

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims 1299 Zurich Way Schaumburg, IL 60196-1056 www.reportsfclaims@zurichna.com 800-626-4577

THE FIDELITY AND DEPOSIT COMPANY

OF MARYLAND 1299 Zurich Way Schaumburg, IL 60196

Statement of Financial Condition

As Of December 31, 2020

ASSETS

ASSETS	
Bonds,\$	262,624,334
Stocks	19,715,392
Cash and Short-Term Investments	3,219,781
Reinsurance Recoverable	17,293,466
Federal Income Tax Recoverable	114,253
Other Accounts Receivable	29,083,530
TOTAL ADMITTED ASSETS\$	332,050,756
Reserve for Taxes and Expenses	539,588 43,847,005 0 0
Total Liabilities	44,413,593
Capital Stock, Paid Up \$ 5,000,000 Surplus 282,637,163	
Surplus as regards Policyholders	287,637,163
TOTAL \$	332,050,756

Securities carried at \$165,065,329 in the above statement are deposited with various states as required by law.

Securities carried on the basis prescribed by the National Association of Insurance Commissioners. On the basis of market quotations for all bonds and stocks owned, the Company's total admitted assets at December 31, 2020 would be \$346,439,970 and surplus as regards policyholders \$302,026,377.

I, LAURA J. LAZARCZYK, Corporate Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing statement is a correct exhibit of the assets and liabilities of the said Company on the 31st day of December, 2020.

Laura J. Lazaruzyk

Corporate Secretary

State of Illinois City of Schaumburg

SS:

Subscribed and sworn to, before me, a Notary Public of the State of Illinois, in the City of Schaumburg, this 15th day of March, 2021.

RYAN HORGAN Official Seal Notary Public - State of Illinois My Commission Expires Dec 10, 2024

Pyr borg

Notary Public

III. BID OR PROPOSAL GENERAL TERMS AND CONDITIONS

CITY OF KILLEEN

1. General Conditions

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

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

2. Preparation of Bid

Bid will be prepared in accordance with the following:

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

3. Description of Supplies

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

4. Submission of Bid

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

- Governing law other than the law of the State of Texas
- · Venue other than Bell County
- Mandatory arbitration
- Artificial limitation of liability
- Artificial statute of limitation
- Waiver of trial by jury

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- (a) Bid and changes thereto shall be enclosed in a sealed envelope addressed to the Purchasing Office, City of Killeen. The names and address of Bidder, the date and hour of the Bid opening and the Bid number shall be placed on the outside of the envelope.
- (b) Bids must be submitted on the forms furnished. Telegraphic Bids will not be considered. However, Bids may be modified by written notice provided such notice is received prior to the time and date set for the Bid opening.
- (c) All Bid documents shall be sealed and submitted no later than the specified date and hour of the Bid opening through the City's Negometrix e-bidding site (https://app.negometrix.com/) or addressed to:

Delivery Address:
City of Killeen
Attn: Purchasing Division
802 2nd Street, Bldg. E
Killeen, TX 76541

5. Rejection of Bid

- (a) The City may reject a Bid if:
 - 1. The Bidder misstates or conceals any material fact in the Bid, or if
 - 2. The Bid does not strictly conform to law or the requirements of the Bid, or if
 - 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.

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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
- * Total Bid price
- * Terms and discounts
- * Delivery date
- * Product warranty
- * Special needs and requirements of City
- * Past experience with product/service
- City's evaluation of the bidder's ability, financial, strength, and ethical standards
- * Quality of the bidder's goods or services
- The extent to which the goods or services meet the municipality's needs

- * Bidder's past performance
- * Demurrage charges, freight costs and mileage
- * Estimated costs of supplies, maintenance, etc.
- * Estimated surplus value, life expectancy
- * Results of testing samples
- * Conformity to specifications
- * Training requirements, location, etc.
- Location of maintenance facility/service person;
 ability to provide for minimum down time
- The total long-term cost to the municipality to acquire the bidder's goods or services

"Lowest responsible bidder" means the Bidder submitting the lowest bid meeting all requirements of the specifications, instructions, and terms and conditions of the bid and who has the financial and practical ability to fully and reliably perform all obligations of the Contract, taking into consideration qualifications and past performance of the Bidder. The following are considered examples of performance that is not responsible and may lead to a determination that the Bidder is not responsible:

- · Falsification of information provided in bid response;
- Non-observance of safety requirements;
- Failure to meet requirements of federal, state, or local law, as applicable, including employment;
- Substantial failure to adhere to contractually agreed-upon schedules; and
- Poor past performance on City projects such as use of defective materials, refusal to correct defective work not in accordance with contract documents, failure to reasonably resolve disputes, termination for cause, or performance leading to litigation.
- (b) The City reserves the right to accept any item or group of items of this Bid, unless the Bidder qualifies his Bid by specific limitation. Reference section 5(a) 3 above.
- (c) A written award of acceptance mailed or otherwise furnished to the successful Bidder will follow council approval. A contract, for review by the City's legal team, shall follow receipt.
- (d) Prices must be quoted "F.O.B. Destination (Killeen) with all transportation charges prepaid," unless otherwise specified in the Bid.
- (e) If identical Bids are received from two or more bidders and those Bids are the lowest and best Bid, the tie shall be broken in accordance with provisions in Section 271.901 of the <u>Texas Local</u> Government Code.
- As stated in Section 271.905 of the <u>Texas Local Government Code</u>, "In purchasing under this title any real property or personal property that is not affixed to real property, if a local government receives one or more competitive sealed Bid from a bidder whose principal place of business is in the local government and whose Bid is within three percent of the lowest Bid price received by the local government from a bidder who is not a resident of the municipality, the local government may enter into a contract with: (1) the lowest bidder; or (2) the bidder whose principal place of business is in the local government if the governing body of the local government determines, in writing, that the local bidder offers the local government the best combination of contract price and additional economic development opportunities for the local government created by the contract award, including the employment of residents of the local government and increased tax revenues to the local government."

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(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 of Contract

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

13. Assurance of Compliance

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

14. Conflict of Interest Disclosure Questionnaire

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

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

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

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

15. Venue for Legal Action

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

16. Conflicts in Terms and Conditions for Bids

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

17. Insurance

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

A. Comprehensive General Liability and Property Damage Insurance.

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

Bodily Injury.

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

Property Damage Insurance.

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

B. Comprehensive Automobile Liability.

Bodily Injury

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

Property Damage

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

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18. Verification by Vendor

Vendor hereby verifies that it does not boycott Israel and will not boycott Israel during the term of this contract. Boycotting Israel is defined in Texas Government Code section 808.001 to mean refusing to deal with, terminating business activities with, or taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

19. Acknowledgement

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

By signing this document, the respondent hereby verifies that it does not boycott Israel and will not boycott Israel during the term of this contract. Boycotting Israel is defined in Texas Government Code section 808.001 to mean refusing to deal with, terminating business activities with, or taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes

Additionally, the City may not enter into a contract for general construction, an improvement, a service, or a public works project or for a purchase of supplies, materials or equipment with a company engaged in business with Iran, Sudan or a foreign terrorist organization.

Landmark Structures I, L.P.

SIGNATURE: DATE: July 8, 2021

PRINT NAME: Chris Lamon, President of Landmark Structures Management Inc., General Partner

LANDMARK STRUCTURES MANAGEMENT INC.

The undersigned, being all of the directors of LANDMARK STRUCTURES MANAGEMENT INC., do hereby take the following action by written consent, pursuant to the provisions of Section 141(f) of the General Corporation Law of the State of Delaware.

Adoption of the following Resolutions:

WHEREAS, Landmark Structures Management Inc. (the "Company") is the general partner of Landmark Structures I, LP; and

WHEREAS, the Company from time to time submits bids and negotiates contracts and enters into contracts for and on behalf of Landmark Structures I, LP; and

WHEREAS, the Company wishes to authorize Christopher Lamon, President of the Company, and William O. Fields, Ir., Vice President of the Company, to undertake such activities on behalf of the Company acting as general partner, and on behalf of Landmark Structures I., LP; and

WHEREAS, the Company wishes to extend authority to each of Christopher Lamon and William O. Fields, Jr. to take such action without the necessity of the Joinder of the other in submitting bids and negotiating contracts and entering into contracts on behalf of Landmark Structures I, LP;

NOW, THEREFORE, BE IT RESOLVED that Christopher Lamon and William O. Fields, Jr., acting without the joinder of the other, are authorized as follows:

- a) to submit bids and/or to negotiate contracts and/or to enter into contracts for and on behalf of Landmark Structures I, LP; and
- to execute and deliver such documents and to take such other actions as he considers necessary or advisable to give effect to this resolution and the transactions provided for herein.

BE IT FURTHER RESOLVED, that any bid submitted and/or any contract negotiated and/or any contract entered into by Christopher Lamon as President of the Company or William O. Fields, Jr., Vice President of the Company, as witnessed by his signature thereto is hereby recognized as binding upon Landmark Structures I, LP, and the Company.

Dated: March 23, 2017

Christopher Lamon

Susan Lamon

Villiam O. Fields, Jr.

BID DOCUMENTS (TO BE RETURNED WITH BID)

BID PROPOSAL

The undersigned, as Bidder, declares that the only person or parties interested in this Bid proposal ("Bid") as principals are those named herein, that this Bid is made without collusion with any other person, firms, or corporation, that he has carefully examined the form of contract, Notice to Bidders, Specifications and the Plans therein referred to, and has carefully examined the locations, conditions, and classes of materials of the proposed work, and agrees that he will provide all the necessary labor, machinery, tools, apparatus, and other items incidental to construction, and will do all the work and furnish all the materials called for in the Contract and Specifications in the manner prescribed and according to the requirements of the Engineer as herein set forth.

It is understood that the following quantities of work to be done at unit prices are approximate only, and are intended principally to serve as a guide in evaluating bids. Payments for such items will be made on the basis of the actual quantity incorporated in the Work.

It is further agreed that the quantities of work to be done at unit prices and material to be furnished may be increased or diminished as may be considered necessary, in the opinion of the Engineer, to complete the Work fully as planned and contemplated, and that all quantities of work, whether increased or decreased, are to be performed at the unit prices set forth below except as provided for in the Specifications.

It is further agreed that lump sum prices may be increased to cover additional work ordered by the Engineer, but not shown on the Plans or required by the Specifications, in accordance with the provisions of the General Conditions. Similarly, they may be decreased to cover deletion of work so ordered.

It is understood and agreed that the work is to be completed in full within the time shown in the Instruction to Bidders.

Accompanying this Bid is a Cashier's Cho	eck or Bid Bond in the amount of _	
Five Percent of Bidder's Maximum Price	DOLLARS (\$ 5%),
which is a minimum of five (5%) percent	of the total amount of the Base Bid	

The bid security accompanying this Bid shall be returned to the Bidder, unless, in case of the acceptance of the Bid the Bidder shall fail to execute a Contract and file a Performance and Payment Bond within ten (10) days after its acceptance, in which case the Bid security shall become the property of the OWNER, and shall be considered as payment for damages due to delay and other inconveniences suffered by the OWNER on account of such failure of the Bidder. It is understood that the OWNER reserves the right to reject any and all Bids received.

May 2021 CoK BN: 21-32

Unit Prices

Item No.	Bid Item Description	Estimated Quantities	Measure	Unit Price	Unit Amount
1.01	Mobilization (Supplementary Conditions Item 15)	1	LS	\$225,000	\$225,000
1.02	Furnish and install 1.5 MG composite elevated water storage tank, complete with all appurtenances, site work and all other work not identified in other bid items, completed as specified and indicated on the drawings for the unit price of:	1	LS	\$4,653,000	\$4,653,000
1.03	Furnish and install all electrical equipment, lighting, instrumentation, controls, SCADA system, and all appurtenant work to support the elevated storage tank site as specified and indicated on the drawings for the unit price of:	1	LS	\$345,000	\$345,000
1.04	Trench Safety Plan (Item 212)	1	LS	\$1,155	\$1,155
1.05	Trench Safety Implementation (Item 212)	142	LF	\$5	\$710
1.06	Trench Safety Implementation for Excavations* (Item 212)	3,135	SF	\$1	\$3,135
1.07	Electric Utility Allowance to provide electric service to the elevated storage tank. This effort includes installing an overhead 3-phase powerline along the eastern fence line (within utility easement) and provides a 1-phase service to the elevated storage tank.	1	LS	\$25,000.00	\$25,000.00
	Total Bid				\$5,253,000
*Minimum :	Total Materials Bid				\$1,600,000

*Minimum area

May 2021 CoK BN: 21-32

In the event of award of a contract to the undersigned, the undersigned will appear before the authorized representative of the Owner and furnish Performance and Payment bonds for the full amount of the Contract, with the sureties offered by: Landmark Structures I, L.P.

and Fidelity and Deposit Company of Maryland

To secure proper compliance with the terms and provisions of the Contract to insure and guarantee the work until final completion and acceptance and to guarantee payment of all claims for labor performed and material furnished in fulfillment of the Contract.

The work proposed to be done shall be accepted when fully completed and finished in accordance with <u>Chaparral Elevated Storage Tank</u> Plan Sheets and Specifications, to the satisfaction of the Engineer.

May 2021 CoK BN: 21-32 Bid Proposal

The undersigned certifies that the Bid prices contained in this Bid have been carefully checked and are submitted as correct and final.

Receipt is hereby acknowledged of the following addenda to the Contract Documents:

Addendum No. 2 dated	2 3	Received	June 18, 2021 June 30, 2021 July 2, 2021	
Addendam No. 5 dated		Received	July 2, 2021	
This is a Bid of: Landmark Structu				and existing under
the laws of the State of <u>Texas</u> One General Partner Individual, doing	business	_, or; a Partners as	ship consisting of _	Two Limited Partners and
		Landmark Stru	uctures I, L.P.	
		Ву:	- Can	Chris Lamon
Seal, if a Corporation		President of La	ndmark Structures N	Vlanagement Inc.,
		General Partne	r	
		TITLE		
		1665 Harmon	Road	
		MAILING AI	DDRESS	
		1665 Harmon I	Road	
		STREET ADI	DRESS	
		Fort Worth, TX	(76177	
		CITY AND S'	TATE	
		817.439.8888		
		TELEPHONE	NUMBER	

LANDMARK STRUCTURES MANAGEMENT INC.

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Dated: March 23, 2017

. (/)

Christopher Lamon

Susan Lamon

William O. Flelds, Jr.

STATEMENT OF QUALIFICATIONS

TABLE 1 – GENERAL INFORMATION					
A. COMPANY DATA					
Organization Doing Business:	Landmark Structu	ıres I, L.P.			
Business Address:	1665 Harmon Road Ft. Worth, TX 76177				
Telephone Number:	817.439.8888				
Fax Number:	817.439.9001	a Limited			
Form of Business:		Partnership	Indiv	vidual	Joint Venture
		CORPORATION			
Date of Incorporation:	N/A - Landmark i	s a Limited Partner	ship		
State Incorporated:					
President's Name:					
Vice President's Name:					
		DADINED CHIEF			
D		PARTNERSHIP			
Date of Organization:	2.6.1985		Ţ	1	
Туре	General	I INDIVIDUAT	L	imited	
None		N INDIVIDUAL	- l- !		
Name: Business Address:	N/A - Landmark I	s a Limited Partner	snip		
Business Address:	IF A IC	DINT VENTURE			
Name of Manager:			.1.1.		
Name of Firm:	N/A - Landmark I	s a Limited Partners	snip		
Name of Individual					
Companies:					
Companies.					
B. BUSINESS INFORMATIO)N				
Current Number of Full Time Employees:	237	Past Year's Reven	iues:	\$116.7M	
Average Number of Projects	40	Average Construc	tion	\$3.1M	
Annually:		Cost of Project:			
C. DIVISION OF WORK BE					
1. List work that will be provide	d by Offeror (Prim	e Contractor) using	its ov	vn resources.	
Elevated Water Storage Tank w	rith all ancillary wo	orks except site wor	ks an	d electrical wor	ks.
2. List work that will be provided by Subcontractors on this project.					
Site works and electrical works		<u> </u>			
one works and electrical works	SILE WOLKS AND EJECUTICAL WOLKS.				

Statement of Qualifications

TABLE 2 – CONSTRUCTION EXPERIENCE			
1. Years of experience	on similar drainage and utility projects:	36	
As a General Contractor:	36 Years	Number of Total Projects:	1,000 +
2. Number of similar drainage and utility projects completed in the past five (5) years?			150
3. Has this or a predece work award to it?	3. Has this or a predecessor company ever defaulted on a project or failed to complete work award to it?		
4. Has this or a predecessor company ever been released from a bid or proposal in the past ten (10) years?			No
5. Has this or a predecessor company ever been disqualified as a bidder or offeror on any project within the last five (5) years?			No
6. Is offering company currently involved in any litigation or contemplating any litigation?			No
7. Has this or a predecessor company ever refused to construct of refused to provide materials defined in Contract Documents on a project?			No
8. Are there any liens currently filed against the offeror by either subcontractor or material suppliers on previous projects?			None

TABLE 3 – PROPOSED KEY PERSONNEL			
PROJECT MANAGER			
Name of Project Manager	Larry Leimer		
Years of Experience as PM	2006 - Present (15 Years)		
Number of Similar Projects as PM with this company	75+		
Number of Similar Projects with other companies (PM)	0		
Current Assignments	4		
% of time dedicated to this project	50%		
Reference Project			
Project Name: 2.0 MG Elevated Water Storage Tank & Pumping Station	Reference Name: Jimmy Hamilton		
Title: Lead Inspector	Organization: City of Galveston		
Telephone Number: 409.789.4303	Email: JHamilton@GalvestonTX.gov		
PROJECT SUPERINTENDENT			
Name of Superintendent	Tony Latham		
Years of Experience as Superintendent	1999 - Present (22 years)		
Number of Similar Projects as Super with this company	100+		
Number of Similar Project with other companies (Super)	0		
Current Assignments	1		
% of time dedicated to this project	100%		
Reference Project			
Project Name: Flower Mound, TX	Reference Name: Tiffany Bruce, P.E.		
Title: Project Engineer	Organization: City of Flower Mound		
Telephone Number: 972.874.6401	Email: Tiffany.Bruce@flower-mound.com		

TABLE 4 – SIMILAR PROJECTS COMPLETED WITHIN LAST 5 YEARS				
REFERENCE PR		PLETED WITHIN L	LASISYEARS	
Project Description	AND DESCRIPTION OF THE PROPERTY OF THE PROPERT			
	Avon Lake II			
Composite 3 MG				
Owner	Project Name	Contract Amount	Date Completed	% Change Orders
Avon Lake Regional Water - OH	Avon Lake II	\$4,350,000	12/1/2017	2.2%
Owner's Reference	Information	1		
Name	Title	Organization	Telephone	E-Mail
Rick Eberle	Chief of Operations	Avon Lake Regional Water - OH	440.213.0162	REberle@Avon LakeWater.org
Engineer's Referen				
Name	Title	Company	Telephone	E-Mail
James Salerno	Civil Engineer	Stantec (Formerly MWH)	216.621.2407	James.A.Salerno@MWHGlobal.com
REFERENCE PR				
Project Description	Baytown III - Cedar Cro	ssing		
Composite 1 MG				
Owner	Project Name	Contract Amount	Date Completed	% Change Orders
City of Baytown	Baytown III - Cedar Crossing	\$2,847,000	CONTRACTOR AND	6.6%
Owner's Reference		\$2,847,000	5/14/2016	0.070
Name	Title	Organization	Telephone	E-Mail
Bill Pederson	Professional Engineer		281.420.6504	Bill.Pederson@Baytown.org
Engineer's Reference		City of Daytown	201.420.0304	Dilli Cacioni G Da promissis
Name	Title	Company	Telephone	E-Mail
Carl McConnell	P.E., PMP-Deputy Manager	Dannenbaum Engineering Corp.	713.520.9570	C.Mcconnell@Dannenbaum.com
REFERENCE PRO				
Project Description	The second secon			
Composite 3 MG				
Composite 5 MG				
Owner	Project Name	Contract Amount	Date Completed	% Change Orders
35/ 15/5T(705)	Project Name		Date Completed	% Change Orders
Owner City of Belton - MO Owner's Reference	Belton	Contract Amount \$4,570,000	Date Completed 3/13/2016	% Change Orders
City of Belton - MO	Belton	\$4,570,000	3/13/2016	
City of Belton - MO Owner's Reference Name	Belton Information Title	\$4,570,000 Organization	3/13/2016 Telephone	-1.3% E-Mail
City of Belton - MO Owner's Reference Name Chuck McCulloch	Belton Information Title Water Division Manager	\$4,570,000	3/13/2016	-1.3%
City of Belton - MO Owner's Reference Name	Belton Information Title Water Division Manager	\$4,570,000 Organization	3/13/2016 Telephone	-1.3% E-Mail

TABLE 5 – SUBCONTRA	CTORS AND SUPPLIE	RS		
PROJECT SPECIFIC SU				
Name	W	ork to be Provided	% of Contract	
T. Morales Company	Electrical		9.6%	
Nelson Lewis Inc.	SiteWorks		8.4%	
Provide a list of major equ	ipment or material supp	liers for use on project.		
Suppl	ier Name	Material or Equ	ipment Supplied	
SSAB		Steel Plate		
СМС		Resteel		
Control Panel USA		Instrumentation		
PSI -Environmental Improve	ments, Inc.	Monoclor RCS	Monoclor RCS	
W&T - Environmental Improvements, Inc.		Chlorine Gas Feed Equip	Chlorine Gas Feed Equipment	
UGSI/PAX - Environmental Improvements, Inc.		Chem. Metering Equipm	ent	
UGSI/PAX - Environmental Improvements, Inc.		Mixing System		

Litigation Summary

Summary of current or past project-necessitated litigation pursued by, or brought against, your firm in the previous five (5) years:
N/A

AFFIDAVIT

State	Texas	_
County of	Tarrant	_
Chris Lamo	n	_, being duly sworn deposes and attests that he/she is
President of L	(name) andmark Structures Management Inc.,	and is a duly authorized representative of the Offeror
General Partn		_ und is a duty additionzed representative of the official
submitting the	e foregoing Statement of Qualifications	s and related information, that he/she has read such documents
that he/she is	authorized to submit such information	on behalf of the Offeror, and that such documents are true and
correct and co	ontain no factual errors or material miss	representations.
Landmarl	k Structures I, L.P.	
6	· Can	
Signature C	hris Lamon, President of Landmark St	ructures Management Inc., General Partner
Signed and sw	vorn to me before this 8th	_day of _ July
-	- 0	
Dini	la Esantiago	LINDA E SANTIAGO
Notary Publi	c	Notary ID #132344104 My Commission Expires
		February 4, 2024
My Commissi	on expires: February 4, 2024	

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. OFFICE USE ONLY					
This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).					
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.					
Name of vendor who has a business relationship with local governmental entity.					
Landmark Structures I, L.P.					
Check this box if you are filing an update to a previously filed questionnaire. (The law re completed questionnaire with the appropriate filing authority not later than the 7th busines you became aware that the originally filed questionnaire was incomplete or inaccurate.)	s day after the date on which				
Name of local government officer about whom the information is being disclosed.					
N/A					
Name of Officer					
Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.					
N/A					
A. Is the local government officer or a family member of the officer receiving or li other than investment income, from the vendor?	kely to receive taxable income,				
Yes No					
B. Is the vendor receiving or likely to receive taxable income, other than investment of the local government officer or a family member of the officer AND the taxable i local governmental entity?					
Yes No					
Describe each employment or business relationship that the vendor named in Section 1 maintains with 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.					
N/A					
Check this box if the vendor has given the local government officer or a family member of as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(b) as described in Section 176.003(a)(b), excluding gifts described in Section 176.003(b).					
Landmark Structures I, L.P.					
July 8, 2021					
	eate Partner				

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

<u>Local Government Code § 176.001(1-a)</u>: "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:
 - (2) the vendor:
 - (A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that
 - (i) a contract between the local governmental entity and vendor has been executed; or
 - (ii) the local governmental entity is considering entering into a contract with the vendor;
 - (B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:
 - (i) a contract between the local governmental entity and vendor has been executed; or
 - (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:
 - (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
 - (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
 - (3) has a family relationship with a local government officer of that local governmental entity.
- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:
 - (1) the date that the vendor:
 - (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
 - (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or
 - (2) the date the vendor becomes aware:
 - (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
 - (B) that the vendor has given one or more gifts described by Subsection (a); or
 - (C) of a family relationship with a local government officer.

CERTIFICATE OF CORPORATE RESOLUTION

Ι, _	I, Keri Adrian-Williams	_, Secretary, hereby certify as follows:
1.	1. I am the duly elected, qualified and acting Secretary of	Landmark Structures Management Inc.
	a	
2.	2. The Corporation is duly incorporated, legally existing a	nd in good standing under the laws of the State
	of Texas , and is duly qualified to transact bus	iness and to own, operate and develop its
	properties in the State of Texas	
3.	DI SINGROPERE RESEARCE PARENT DEPONEE EN MISTE DE COMPENSANT DE SERVICE DE COMPENSANT	
	adopted on March 23, 2017 by the	
	accordance with the By-laws of the Corporation and app	
	entered in the minutes of such meeting in the minute bo	i.
	rescinded or modified in any respect and are presently in	n full force and effect.
4.		cting officers of the corporation and hold
	respective offices set opposite their names:	
	Chris Lamon : I	President
	William O. Fields, Jr.	ice President
	Keri Adrian-Williams : S	
	TO CERTIFY WHICH I have executed this certificate t	his 8th day of July
	2021.	Keri Adrian-Williams
		Secretary
	STATE OF Texas	120
	COUNTY OF Tarrant	
	This instrument was acknowledged before me on the 8	th day of July ,
	2021 by Keri Adrian-Williams	
	Landmark Structures Management Inc.	, a corporation, on behalf of
	said Corporation.	
	•	
	-	
	LINDA E SANTIAGO Notary ID #132344104) usel & Santias
	My Commission Expires	Notary Public, State of Texas Name: Linda E. Santiago
	February 4, 2024	My commission expires February 4, 2024

LANDMARK STRUCTURES MANAGEMENT INC.

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Dated: March 23, 2017

Susan Lamon

William O. Fields, Jr.

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

	(Instructions for completing and filir	ng this form are provided	on the back.)					
	This is the notice to the appropriate local governmental entity that the		OFFICE USE ONLY					
	following local government of the officer to file this statem Government Code.	fficer has become awa	Date Received					
1	Name of Local Government Offi	cer		1				
	N/A							
2	Office Held							
3	Name of person described by Sections 176.002(a) and 176.003(a), Local Government Code							
	N/A							
4	Description of the nature and extent of employment or business relationship with person named in item 3							
		N/A						
5	List gifts if aggregate value of t		person named in item 3 excee	ed \$250				
	Date Gift Received	N/A Description of Gift		Did Not Accept Gift				
	Date Gift Received	Description of Gift		Did Not Accept Gift				
	Date Gift Received	Description of Gift		Did Not Accept Gift				
		(attach additional	forms as necessary)					
6	AFFIDAVIT I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to a family member (as defined by Section 176.001(2), Local Government Code) of a government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(b), Local Government Code.							
Signature of Local Government Officer								
AFFIX NOTARY STAMP / SEAL ABOVE								
	Sworn to and subscribed before me, by	, this the day						
	of , 20 , to certify which, witness my hand and seal of office.							
Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath								

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

Section 176.003 of the Local Government Code requires certain local government officers to file this form. A "local government officer" is defined as a member of a governing body of a local government entity or a director, superintendent, administrator, president, or other person designated as the executive officer of the local government entity. This form is required to be filed with the records administrator of the local governmental entity not later than 5 p.m. on the seventh business day after the date on which the officer becomes aware of the facts that require the filing of this statement.

A local government officer commits an offense if the officer knowingly violates Section 176.003, Local Government Code. An offense under this section is a Class C misdemeanor.

Please refer to chapter 176 of the Local Government Code for detailed information regarding the requirement to file this form.

INSTRUCTIONS FOR COMPLETING THIS FORM

The following numbers correspond to the numbered boxes on the other side.

- 1. Name of Local Government Officer. Enter the name of local government officer filing this statement.
- 2. Office Held. Enter the name of the office held by the local government officer filing this statement.
- 3. Name of person described by Sections 176.002(a) and 176.003(a), Local Government Code. Enter the name of the person described by Section 176.002, Local Government Code with whom the officer has an employment or other business relationship as described by Section 176.003(a), Local Government Code.
- 4. Description of the nature and extent of employment or business relationship with person named in item 3. Describe the nature and extent of the relationship of the employment or other business relationship with the person in item 3 as described by Section 176.003(a), Local Government Code.
- 5. List gifts if aggregate value of the gifts received from person named in number 3 exceed \$250. List gifts received during the 12-month period (described by Section 176.003(a)(2)(B), Local Government Code) by the local government officer or family member of the officer from the person named in number 3 that in the aggregate exceed \$250 in value.
- 6. Affidavit. Signature of local government officer.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

_						1011				
	Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.	OFFICE USE ONLY CERTIFICATION OF FILING								
1	Name of business entity filing form, and the city, state and count of business.	Certificate Number: 2021-767811								
	Landmark Structures I, L.P.	2021-767811								
	Fort Worth, 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.				06/17/2021					
	City of Killeen, Texas	Date Acknowledged:								
3	Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.									
	Bid No. 21-32									
	Chaparral Elevated Storage Tank									
4	Name of Interested Party	/place of busine	Nature of interest (check applicable)							
	Name of Interested Party	City, State, Country (place of busine			Controlling Intermediary					
	asi 45 Wai	Regree Manager May Specification of a	W SWITT OF		Controlling					
Ta	ılley, Benjie	Ft. Worth, TX United States				Х				
Fie	elds, Jr., Willam O.	Ft. Worth, TX United States				X				
La	mon, Chris	Ft. Worth, TX United States				Х				
Mi	ke Lamon Family Trust	Ft. Worth, TX United States			X					
Chris Lamon Family Trust		Ft. Worth, TX United States			X					
5	Check only if there is NO Interested Party.									
6	UNSWORN DECLARATION									
	My name is Chris Lamon		and my date of b	oirth is	11/29/60					
	My address is 1665 Harmon Road	Fort Worth	Tex	as , 7	6177	Tarrant				
	(street)	(city)	(sta	ate)	(zip code)	(country)				
I declare under penalty of perjury that the foregoing is true and correct.										
	Executed in Tarrant County	, State of Texas	, on the <u>{</u>	8th_da		, 20 <mark>21</mark>				
			C	hris I an	(month) non, President	(year) of Landmark				
	Total Control				es Managemen					
		- Can				,				
		Signature of authori	General Partner orized agent of contracting business entity							
	(Declarant)									

LANDMARK STRUCTURES

Fort Worth, Texas, USA

BID TO: City of Killeen

PROJECT NAME: Bid No. 21-32, Chaparral Elevated Storage Tank

RE: Landmark's Authority to do Business

Landmark is licensed in the following states requiring licensure:

State: License:

Alabama 19083 – General Contractor
Arizona ROC331070 – General Contractor

Arkansas 0093380521 - Contracting

Connecticut MCO.0902073 – Major Contractor

Delaware 2010101725

Georgia UC302279 – Utility Contractor License

Idaho 039284 – Unlimited – 1-4 Public Works Contractor's License

Iowa 97563-05 Contractor Registration Certificate

Louisiana 37992 – Specialty Contractor

Maryland 30489018 – Contractor

Mississippi 12781 – State Board of Contractors

Montana 159181 - General Contractor

Nebraska 34302 – Contractor

Nevada 0083257 - Specialty Contractor - Tanks

New Mexico 351086 – Classification GF-07 Tanks & Towers New Jersey 636351 – Registered Public Works Contractor

North Carolina 49304 – General Contracting North Dakota 30273 – Class A Contractor

Oregon 190232 – Commercial General Contractor – Level 1

South Carolina G 104724 – General Contracting

South Dakota 1020-2121-ET - Contractor's Excise Tax License

Tennessee 00046978 – Contractor

Utah 11303429-5501

Virginia 2705060747A – Class A Contractor

Washington LANDMS1959CB – Construction Contractor General

West Virginia WV037332 – General Engineering

Landmark is authorized with the Secretary of States in the following jurisdictions:

AL, AZ, AR, CA, CO, CT, FL, GA, IL, IN, IA, KS, KY, LA, MD, MA, MI, MN, MS, MO, ND, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, SD, SC, TN, TX, VA, WA, WV, WI, WY



Office of the Secretary of State

Certificate of Fact

The undersigned, as Secretary of State of Texas, does hereby certify that the document, Certificate Of Limited Partnership for LANDMARK STRUCTURES I, L.P. (file number 13597710), a Domestic Limited Partnership (LP), was filed in this office on June 14, 2000.

It is further certified that the entity status in Texas is in existence.

In testimony whereof, I have hereunto signed my name officially and caused to be impressed hereon the Seal of State at my office in Austin, Texas on September 30, 2016.



Carlos H. Cascos Secretary of State

(512) 463-5709 Dial: 7-1-1 for Relay Services TID: 10264 Document: 692363280003

LANDMARK STRUCTURES

Fort Worth, Texas, USA

BID TO:

City of Killeen

PROJECT NAME:

Bid No. 21-32, Chaparral Elevated Storage Tank

RE:

Landmark's Previous Experience List

33 16 19 13 Composite Elevated Water Utility Storage Tank – 1.02

Quality Assurance A. 1. Previous Experience

Find attached:

• Landmark's List of Previous Experience



Partial List of Experience 1MG or Larger in the Last 10 Years

Engineer Address Engineer Contact Project Completion Date Owner Phone **Engineer Phone** HWL (Feet) Owner Email **Engineer Email** ADA II City of Ada City of Ada 15301 CR 1571/Brumley Place 231 S. Townsend 231 S. Townsend Ada, Oklahoma 74820 Ada, Oklahoma 74820 Ada, Oklahoma 74820 Composite 1 MG Cody Holcomb Cody Holcomb 9/27/2015 5804366300 5804366300 61.00 cody.holcomb@adaok.com cody.holcomb@adaok.com \$1,833,000 ANDERSON Robert E. Curry & Associates Inc. City of Anderson - IN 3224 West 67th Street 120 E. 8th Street 110 Commerce Drive Anderson, Indiana 46011 Anderson, Indiana 46018 Danville, Indiana 46122 Composite 2 MG Tom Brewer 4/22/2011 3177456995 7656486000 140.00 tbrewer@cityofanderson.com \$2,978,000 AUSTIN - AVERY RANCH Austin Water Utility Stanley Consultants - Des Moines - IA 13115 Avery Ranch Road 625 E. 10th St. 100 Court AvenueSuite 300 Austin, Texas 78717 Austin, Texas 78701 Des Moines, Iowa 50309 Composite 3 MG Dan Pedersen James Cook 3/2/2012 5152468585 5129720101 185.00 dan.pedersen@ci.austin.tx.us cookjames@stanleygroup.com \$6,044,000 AUSTIN V - ANDERSON MILL Austin Water Utility Chiang, Patel & Yerby, Inc. - Austin - TX 12006 Anderson Mill Road 625 E. 10th St. 13809 Research Blvd, Suite 300 Austin, Texas 78701 Austin, Texas 78701 Austin, Texas 78750 Composite 1.5 MG Bryan Barnett Lindsay Webb 7/8/2014 5129720101 5123490700 204.00 bryan.barnett@ci.austin.tx.us lwebb@cpyi.com \$8,184,000 AVON LAKE II Stantec (formerly MWH) - Cleveland - OH Avon Lake Regional Water - OH 33660 Walker Road 201 Miller Road 1001 Lakeside Avenue E, Site 1600 Avon Lake, 44012 Cleveland, Ohio 44114 Avon Lake, Ohio 44012 Composite 3 MG Rick Eberle James Salerno 12/1/2017 4402130162 2166212407 186.00 reberle@avonlakewater.org james a salerno@mwhglobal.com \$4,350,000 BAYTOWN II HDR Engineering, Inc. - Houston (Central Drive) - TX City of Baytown 5177 North Main Street 2401 Market Street 4828 Loop Central Drive, Suite 800 Baytown, Texas 77521 Baytown, Texas 77520 Houston, Texas 77081 Composite 1 MG Bill Pederson David Kasper 5/14/2012 2814206504 7136229264 138,00 bill.pederson@baytown.org david.kasper@arkkengineers.com \$1,858,000 BAYTOWN III - CEDAR CROSSING City of Baytown Dannenbaum Engineering Corporation - Houston - TX Hwy 99 and Koppel Road 2401 Market Street 3100 West Alabama Baytown, Texas 77523 Baytown, Texas 77520 Houston, Texas 77098 Composite 1 MG Bill Pederson Carl McConnell 5/14/2016 7135209570 2814206504 bill.pederson@baytown.org c.mcconnell@dannenbaum.com \$2,847,000 BELCOURT III -TURTLE MOUNTAIN Indian Health Service - Aberdeen - SD Indian Health Service - Minot - ND 3788 BIA # 8 115 4th Avenue, SE, Room 309 2050 36th Ave SW, Suite 102 Belcourt, North Dakota 58316 Aberdeen, South Dakota 57401 Minot, North Dakota 58701 Composite 1 MG Kenneth Azure 8/18/2017 6052267581 7018520250 90.00 puckenny@utma.com \$2,468,000



Partial List of Experience 1MG or Larger in the Last 10 Years

Project Name Engineer Address Project Size/Style
Project Completion Date **Owner Phone** Engineer Email BELTON City of Belton - MO Ponzer-Youngquist 615 W Markey Rd 506 Main Street 227 East Dennis Avenue Belton, Missouri 64012 Belton, Missouri 64012 Olathe, Kansas 66061 Composite 3 MG Chuck McCulloh John Brann 3/13/2016 8163314331 9137820541 113.00 cmcculloh@belton.org jbrann@pyengineers.com \$4,570,000 BOWLING GREEN III City of Bowling Green Poggemeyer Design Group - Bowling Green - OH 775 W Newton Road 304 North Church Street 1168 North Main Street Bowling Green, Ohio 43402 Bowling Green, Ohio 43402 Bowling Green, Ohio 43402 Composite 1.5 MG Brian O'Connell 8/14/2015 4193527537 4193546204 161.00 bgutildir@bgohio.org borckt@poggemeyer.com \$3,225,000 BRUSHY CREEK RUA Brushy Creek Regional Utility Authority CDM Smith - Austin - TX 1906 Hur Industrial Boulevard 9430 Research Boulevard, Suite 1-200 Cedar Park, Texas 78613 Austin, Texas 78759 Composite 2 MG Bennie Fretwell Graham Moore 7/29/2011 5126843200 5123461100 83.00 bfretwell@pepperlawson.com gmoore@alliancewater.org \$2,599,768 BRYANT City of Bryant Crist Engineers, Inc. 6314 Highway 5 / Old Stagecoach Road 210 S.W. 3rd St. 205 Executive Court Bryant, Arkansas 72022 Bryant, Arkansas 72002 Little Rock, Arkansas 72205 Composite 2 MG Monty Ledbetter Matthew Dunn 3/9/2012 5018478083 5016641552 160.00 mledbetter@cityhs.net mdunn@cristengineers.com \$2,685,000 CAYCE City of Cayce American Engineering Consultants 1800 12th Street 1300 12th Street Cayce, South Carolina Cayce, 29033 Cayce, South Carolina 29033 Karalyn Miskie Chris Waddell Composite 1 MG 11/5/2018 8037969020 8037911400 144.00 kmiskie@caycesc.gov cwaddell@aec-sc.com \$2,641,000 CELINA II Celina Water Treatment Plant Access Engineering Solutions 7975 Havemann Rd 714 S. Sugar Street 1200 Irmscher Blvd, Suite B Celina, Ohio 45822 Celina, Ohio 45822 Celina, Ohio 45822 Composite 1 MG Mike Sudman Craig Knapke 6/30/2016 4195862270 4195861430 163.00 msudman@celinaohio.org ctk@accessengllc.com \$2,278,000 CELINA III City of Celina Freese and Nichols, Inc. - Denton - TX 302 W. Walnut 2220 San Jacinto Blvd., Suite 330 Celina Texas Celina, Texas 75009 Denton, Texas 76205 Composite 2 MG Alan Fourmentin Aaron Redder 12/11/2019 9723822682 9402204340 afourmentin@celina-tx.gov amr@freese.com \$3,870,440 CIBOLO VI City of Cibolo Klein & Cope Engineering 382 South Main Street 200 South Main Street 8611 Botts Lane Cibolo, Texas 76234 Cibolo, Texas 78108 San Antonio, Texas 78217 Composite 1.25 MG Timothy Fousse Brian Cone 4/30/2017 2106589900 2108287070 190.00 tfousse@cibolotx.gov bcope@kleinengineering.com \$1,993,000

10431 Morado Circle, Suite 300 + Austin, Texas 78759 + 512-617-3100 + FAX 817-735-7491

www.freese.com

July 12, 2021

Steve Kana, P.E.
Director of Water and Sewer Utilities
City of Killeen, Texas
805 West Jasper Drive
Killeen, TX 76541

Re: Recommendation of Award for the Chaparral Elevated Storage Tank Bid No. 21-32 (FNI Project #KIL17231).

Dear Mr. Kana:

A total of four (4) bids were received for the above referenced project on Thursday, July 8, 2021. Bids were for the construction of a 1.5 million gallon composite elevated storage tank, associated appurtenances, and various site work. Landmark Structures I, L.P. provided the lowest bid for the project. A summary of the bids is provided in the table below, and the detailed bid tabulation is attached.

BID SUMMARY

Bidder	Bid Amount
Landmark Structures I, L.P.	\$5,253,000.00
CB&I Storage Tank Solutions, LLC.	\$5,829,996.72
Phoenix Fabricators and Erectors, LLC.	\$5,940,734.00
Caldwell Tanks, Inc.	\$5,956,000.00

Landmark Structures I, L.P. submitted the low bid of \$5,253,000.00. No errors were found in the bid submitted. Landmark Structures I, L.P. is a specialty composite elevated tank contractor based in Fort Worth, Texas.

Freese and Nichols has worked with Landmark Structures on many successful projects in the past. Freese and Nichols recommends award of the contract to Landmark Structures I, L.P. in the amount of \$5,253,000.00.

Sincerely,

Freese and Nichols, Inc.

Dark Spantock Jr. 07/12/2021 2:14:14 PM

Daniel Stoutenburg, P.E.

Project Manager

Attachments: Bid Tabulation



Freese & Nichols, Inc. 10431 Morado Circle, Building 5, Suite 300 Austin, TX 78759

Client: Project: Bid Date: Project No.	City of Killeen Chaparral Elevated Storage Tank (Bid No. 21-32) July 8, 2021 .: KIL17231		Landmark Stru 1665 Harm Fort Worth, (817) 439	on Road TX 76177	CB&I Storage Tan 915 North Eldr Houston, (210) 36	idge Parkway TX 77079	Phoenix Fabricato LL0 182 South County Avon, IN (317) 73	C. y Road 900 East 46123	Caldwell Ta 4000 Tow Louisville, (502) 96	er Road KY 40219
#	Description	Quantity Unit	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
1.01 Mob	pilization (Supplementary Conditions Item 15)	1 LS	\$225,000.00	\$225,000.00	\$291,500.00	\$291,500.00	\$295,000.00	\$295,000.00	\$247,000.00	\$247,000.00
1.02 stora	nish and install 1.5 MG composite elevated water rage tank, complete with all appurtenances, site work all other work not identified in other bid items, apleted as specified and indicated on the drawings for unit price of:	1 LS	\$4,653,000.00	\$4,653,000.00	\$5,000,448.00	\$5,000,448.00	\$5,162,989.00	\$5,162,989.00	\$5,189,390.00	\$5,189,390.00
instr 1.03 appu	nish and install all electrical equipment, lighting, rumentation, controls, SCADA system, and all urtentant work to support the elevated storage tank as specified and indicated on the drawings for the unit e of:	1 LS	\$345,000.00	\$345,000.00	\$507,158.00	\$507,158.00	\$452,900.00	\$452,900.00	\$483,000.00	\$483,000.00
1.04 Tren	nch Safety Plan (Item 212)	1 LS	\$1,155.00	\$1,155.00	\$1,061.00	\$1,061.00	\$1,000.00	\$1,000.00	\$2,500.00	\$2,500.00
1.05 Tren	nch Safety Implementation (Item 212)	142 LF	\$5.00	\$710.00	\$10.61	\$1,506.62	\$5.00	\$710.00	\$20.00	\$2,840.00
	nch Safety Implementation for Excavations m 212)	3,135 SF	\$1.00	\$3,135.00	\$1.06	\$3,323.10	\$1.00	\$3,135.00	\$2.00	\$6,270.00
1.07 the e	ctrical Uitlity Allowance to provide electric service to elevated storage tank. This effort includes installing an rhead 3-phase powerline along the eastern fence line hin utility easement) and provided a 1-phase service ne elevated storage tank.	1 LS	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00
	TOTAL AMOUNT - BASE BID			\$5,253,000.00		\$5,829,996.72		\$5,940,734.00		\$5,956,000.00
	TOTAL MATERIALS BID			\$1,600,000.00		\$0.00		\$1,048,440.00		\$762,000.00
Notes					1. For bid item numb wrote \$1,507 for the FNI calculated \$1,50 2. For bid time numb wrote \$3,326 for the FNI calculated \$3,32 3. For the total base wrote \$5,830,000 an \$5,829,996.72.	total unit price, and 6.62. er 1.06, the bidder total unit price, and 3.10. bid the bidder				

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

						10,1
	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	D 10 10 10 10 10 10 10 10 10 10 10 10 10
1	Name of business entity filing form, and the city, state and count of business.	try of the business er	tity's place	LOSANO DISEVIBILIS	cate Number: 767811	
	Landmark Structures I, L.P.			2021-1	707011	
	Fort Worth, TX United States			Date Fi	iled:	
2	Name of governmental entity or state agency that is a party to the	e contract for which	the form is	06/17/2	2021	
	being filed.					
	City of Killeen, Texas			Date A	cknowledged:	
3	description of the services, goods, or other property to be provide	ity or state agency to ded under the contrac	track or identify ct.	the con	itract, and prov	vide a
	Bid No. 21-32					
	Chaparral Elevated Storage Tank					
					Nature of	f interest
4	Name of Interested Party	City, State, Country	(place of busine	ess)	(check ap	plicable)
					Controlling	Intermediary
Та	alley, Benjie	Ft. Worth, TX Uni	ted States			Х
Fie	elds, Jr., Willam O.	Ft. Worth, TX Uni	ted States			Х
La	amon, Chris	Ft. Worth, TX Uni	ted States			X
Mi	ike Lamon Family Trust	Ft. Worth, TX Uni	ted States		Х	
Cł	nris Lamon Family Trust	Ft. Worth, TX Uni	ted States		Х	
5	Check only if there is NO Interested Party.					
6	UNSWORN DECLARATION					
	My name is Chris Lamon		and my date of b	oirth is 1	11/29/60	
	My address is 1665 Harmon Road	Fort Worth	, Tex	(as , 7	6177	Tarrant
	(street)	(city)	(sta	ate)	(zip code)	(country)
	I declare under penalty of perjury that the foregoing is true and correct	t.				
	Executed in Tarrant County	y, State of Texas	, on the <u>{</u>	3th_day		, 20 <u>21</u>
			C	hris Lan	(month) non, President	(year) of Landmark
					es Managemen	211
		- Can			Partner	
		Signature of authori	zed agent of cont			
			(Declarant)			

AWARD CONSTRUCTION CONTRACT FOR THE CHAPARRAL ELEVATED STORAGE **TANK**

RS-21-110 August 3, 2021

Background and Findings

The 2019 Water and Wastewater Master Plan includes four projects in the southwest area of the city to store, deliver, and pump water from the new Stillhouse Water Treatment Plant.

- The 1.5-million-gallon Chaparral Elevated Storage Tank (EST) is one of those projects. It will provide additional elevated storage in the lower pressure plane as well as storage for the suction side of the Chaparral Pump Station which will pump water into the upper pressure plane.
- Staff advertised for bids for construction of the project.

Background and Findings

On July 8, 2021, bids for construction of the Chaparral EST were opened and read aloud. Four (4) contractors submitted bids on the project. The bids are as follows:

BIDDERS	BID
Landmark Structures	\$5,253,000
CB&I Storage Tank Solutions	\$5,829,997
Phoenix Fabricators and Erectors	\$5,940,734
Caldwell Tanks	\$5,956,000

- Delay the construction of this project; this will result in the Upper Pressure
 Plane being out of Texas Commission on Environmental Quality (TCEQ)
 compliance regarding elevated storage capacity and will require water
 from the Stillhouse WTP to be pumped through the water distribution
 system prior to entering an elevated storage tank, which is not normal
 operational procedure and can lead to water quality issues.
- Reject all bids and rebid at a later date hoping that construction cost will decrease in the future.
- Authorize the award of a construction contract to the lowest apparent bidder, Landmark Structures.

5

Authorize the City Manager to enter into a construction contract with Landmark Structures for the construction of the Chaparral Elevated Storage Tank Project in the amount of \$5,253,000 and authorize the City Manager, or designee, to execute any and all change orders within the amounts set by State and Local law.



City of Killeen

Legislation Details

File #: RS-21-111 Version: 1 Name: Highway 195 Water Line and Tank Project

Type:ResolutionStatus:ResolutionsFile created:7/19/2021In control:City Council

On agenda: 8/10/2021 Final action:

Title: Consider a memorandum/resolution authorizing the award of a Professional Services Agreement with

Kimley-Horn and Associates for the Highway 195 Water Line and Tank Project in the amount of

\$908,088.

Sponsors: Water & Sewer

Indexes:

Code sections:

Attachments: Staff Report

<u>Agreement</u>

Certificate of Interested Parties

Presentation

Date Ver. Action By Action Result

8/3/2021 1 City Council Workshop



STAFF REPORT

DATE: August 3, 2021

TO: Kent Cagle, City Manager

FROM: Tony McIlwain, Executive Director of Development Services

SUBJECT: Authorize the execution of a Professional Services Agreement with

Kimley-Horn and Associates to Design the Highway 195 Water Line and

Tank Project

BACKGROUND AND FINDINGS:

The 2019 Water and Wastewater Master Plan includes four projects in the southwest area of the city to store treated water from the new Stillhouse Water Treatment Plant, deliver the water to the lower and upper pressure planes, and pump the water into the upper pressure plane. The Chaparral Elevated Storage Tank (EST), Chaparral Pump Station, and a portion of the 24-inch State Highway (S.H.) 195 Water Line are under design with construction of the Chaparral EST scheduled to begin this September.

City staff has negotiated a professional services agreement (PSA) with Kimley-Horn and Associates, Inc. for the design and contract administration of the remaining portion of the 24-inch S. H. 195 Water Line and the S. H. 195 Water Tank in an amount of \$908,088. The remaining portion of the water line is along S. H. 195 between Chaparral Road and Stagecoach Road. The water tank is proposed to be a 1.5-million-gallon tank which will provide additional pressure maintenance for the upper pressure plane.

THE ALTERNATIVES CONSIDERED:

- (1) Delay the design and construction of these two projects; this will result in the Upper Pressure Plane being out of Texas Commission on Environmental Quality (TCEQ) compliance regarding elevated storage capacity.
- (2) Reject Kimley-Horn's PSA proposal and begin negotiation with another design firm.
- (3) Authorize the award of a PSA with Kimley-Horn for the design and contract administration of the S.H. 195 Water Line and Tank Project.

Which alternative is recommended? Why?

Staff recommends alternative three. Kimley-Horn has extensive experience with the design of water transmission mains and storage tanks. City staff's determination is that Kimley-Horn has submitted a fair and reasonable proposal for their engineering services and has provided designs of great taxpayer value to the City in previous projects.

CONFORMITY TO CITY POLICY:

This item conforms to state and local policies.

FINANCIAL IMPACT:

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

There will be no expenditures in FY 2021, approximately \$725,000 will be spent in FY 2022, and the remaining \$178,088 will be spent between FY 2023 and FY 2025.

Is this a one-time or recurring expenditure?

Expenditures will occur in multiple years as detailed above

Is this expenditure budgeted?

Funds are available in account 363-8934-493.69-01.

If not, where will the money come from?

N/A

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

Yes

RECOMMENDATION:

Staff recommends that the City Council authorize the City Manager or his designee to enter into a PSA with Kimley-Horn and Associates, Inc. for the design and construction administration of the S.H. 195 Water Line and Tank Project in the amount of \$908,088, and that the City Manager, or his designee, is expressly authorized to execute any and all change orders within the amounts set by State and Local law.

DEPARTMENTAL CLEARANCES:

Public Works Finance Legal

ATTACHED SUPPORTING DOCUMENTS:

Agreement
Exhibit 1
Exhibit 2
Certificate of Interested Parties

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

STANDARD FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly By

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE

a practice division of the

NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

AMERICAN CONSULTING ENGINEERS COUNCIL

AMERICAN SOCIETY OF CIVIL ENGINEERS

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

EJCDC No. 1910-1 (1996 Edition) Revised by City of Killeen 3/03/04

Copyright ©1996 National Society of Professional Engineers 1420 King Street, Alexandria, VA 22314

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

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

: ARTICLE	1 - SERVICES OF ENGINEER	2
1.01	Scope	2
	ON INTERIOR DESCRIPTION OF THE PROPERTY AND THE PROPERTY OF TH	2
	- OWNER'S RESPONSIBILITIES	
2.01	General	2
ARTICLE 3	- TIMES FOR RENDERING SERVICES	2
3.01	General	
3.02	Suspension	
ARTICLE 4	- PAYMENTS TO ENGINEER	2
4.01	Methods of Payment for Services and Reimbursable Expenses of ENGINEER	
4.02	Other Provisions Concerning Payments	
A DELCT E 6	- OPINIONS OF COST	2
	Opinions of Probable Construction Cost	
5.01 5.02	Designing to Construction Cost Limit	
	Opinions of Total Project Costs	
5.03	Opinions of Total Project Costs	
	G- GENERAL CONSIDERATIONS	
6.01	Standards of Performance	
6.02	Authorized Project Representatives	
6.03	Design without Construction Phase Services	
6.04	Use of Documents	
6.05	Insurance	
6.06	Termination	
6.07	Controlling Law	
6.08	Successors, Assigns, and Beneficiaries	
6.09		
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6.11	Notices	
6.12	Survival	
6.13	Severability	
6.14		
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ARTICLE 7	7 - DEFINITIONS	8
7.01		
ABTIOLE	3 - EXHIBITS AND SPECIAL PROVISIONS	16
ARTICLE 8		
	Total Agreement	
0.UZ	10101 (AP166H6H	

STANDARD FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of	("Effective Date") between
the CITY OF KILLEEN ("OWNER") and Kimley-Horn and Associates, Inc.(("ENGINEER").
OWNER and ENGINEER in consideration of their mutual covenants as set fort	th herein agree as follows:
The Highway 195 Water Line and Tank Project will distribute water along H Road with a proposed 24-inch water line and provide additional storage with a	

pressure maintenance or elevated storage.

ARTICLE 1 - SERVICES OF ENGINEER

1.01 Scope

- A. ENGINEER shall provide the Basic and Additional Services set forth herein and in Exhibit A.
- B. Upon this Agreement becoming effective, ENGINEER is authorized to begin Basic Services as set forth in Exhibit A.
- C. If authorized by OWNER, ENGINEER shall furnish Resident Project Representative(s) with duties, responsibilities and limitations of authority as set forth in Exhibit D.

ARTICLE 2 - OWNER'S RESPONSIBILITIES

2.01 General

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

ARTICLE 3 - TIMES FOR RENDERING SERVICES

3.01 General

- A. ENGINEER's services and compensation under this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion. Unless specific periods of time or specific dates for providing services are specified in this Agreement, ENGINEER's obligation to render services hereunder will be for a period which may reasonably be required for the completion of said services.
- B. If in this Agreement specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided, and if such periods of time or dates are changed through no fault of ENGINEER, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If OWNER has requested changes in the scope, extent, or character of the Project, the time of performance of ENGINEER's services shall be adjusted equitably.
- C. For purposes of this Agreement the term "day" means a calendar day of 24 hours.

3.02 Suspension

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

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

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

ARTICLE 4 - PAYMENTS TO ENGINEER

4.01 Methods of Payment for Services and Reimbursable Expenses of ENGINEER

- A. For Basic Services. OWNER shall pay ENGINEER for Basic Services performed or furnished under Exhibit A, Part 1, as set forth in Exhibit C.
- B. For Additional Services. OWNER shall pay ENGINEER for Additional Services performed or furnished under Exhibit A, Part 2, as set forth in Exhibit C.
- C. For Reimbursable Expenses. In addition to payments provided for in paragraphs 4.01.A and 4.01.B, OWNER shall pay ENGINEER for Reimbursable Expenses incurred by ENGINEER and ENGINEER's Consultants as set forth in Exhibit C.

4.02 Other Provisions Concerning Payments

- A. Preparation of Invoices. Invoices will be prepared in accordance with ENGINEER's standard invoicing practices and will be submitted to OWNER by ENGINEER, unless otherwise agreed. The amount billed in each invoice will be calculated as set forth in Exhibit C.
- B. Payment of Invoices. Invoices are due and payable within 30 days of receipt. If OWNER fails to make any payment due ENGINEER for services and expenses within 30 days after receipt of ENGINEER's invoice therefore, the amounts due ENGINEER will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, ENGINEER may, after giving seven days written notice to OWNER, suspend services under this Agreement until ENGINEER has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.

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

D. Payments Upon Termination.

- 1. In the event of any termination under paragraph 6.06, ENGINEER will be entitled to invoice OWNER and will be paid in accordance with Exhibit C for all services performed or furnished and all Reimbursable Expenses incurred through the effective date of termination.
- 2. In the event of termination by OWNER for convenience or by ENGINEER for cause, ENGINEER, in addition to invoicing for those items identified in subparagraph 4.02.D.1, shall be entitled to invoice OWNER and shall be paid a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with ENGINEER's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C. Engineer shall not incur additional expenses after receipt of notice of termination, and shall make reasonable efforts to minimize costs.
- E. Records of ENGINEER's Costs. Records of ENGINEER's costs pertinent to ENGINEER's compensation under this Agreement shall be kept in accordance with generally accepted accounting practices. To the extent necessary to verify ENGINEER's charges and upon OWNER's timely request, copies of such records will be made available to OWNER at cost.
- F. Legislative Actions. In the event of legislative actions after the Effective Date of the Agreement by any level of government that impose taxes, fees, or costs on ENGINEER's services or other costs in connection with this Project or compensation therefor, such new taxes, fees, or costs shall be invoiced to and paid by OWNER as a Reimbursable Expense to which a Factor of 1.0 shall be applied. Should such taxes, fees, or costs be imposed, they shall be in addition to ENGINEER's estimated total compensation.

ARTICLE 5 - OPINIONS OF COST

5.01 Opinions of Probable Construction Cost

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

5.02 Designing to Construction Cost Limit

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

5.03 Opinions of Total Project Costs

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

ARTICLE 6 - GENERAL CONSIDERATIONS

6.01 Standards of Performance

- A. The standard of care for all professional engineering and related services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.
- B. ENGINEER shall be responsible for the technical accuracy of its services and documents resulting therefrom, and OWNER shall not be responsible for discovering deficiencies therein. ENGINEER shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in OWNER-furnished information.
- C. ENGINEER shall perform or furnish professional engineering and related services in all phases of the Project to which this Agreement applies. ENGINEER shall serve as OWNER's prime professional for the Project. ENGINEER may employ such ENGINEER's Consultants as ENGINEER deems necessary to assist in the performance or furnishing of the services. ENGINEER shall not be required to employ any ENGINEER's Consultant unacceptable to ENGINEER.

- D. ENGINEER and OWNER shall comply with applicable Laws or Regulations and OWNER-mandated standards. This Agreement is based on these requirements as of its Effective Date. Changes to these requirements after the Effective Date of this Agreement may be the basis for modifications to OWNER's responsibilities or to ENGINEER's scope of services, times of performance, or compensation.
- E. OWNER shall be responsible for, and ENGINEER may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by OWNER to ENGINEER pursuant to this Agreement. ENGINEER may use such requirements, reports, data, and information in performing or furnishing services under this Agreement.
- F. OWNER shall make decisions and carry out its other responsibilities in a timely manner and shall bear all costs incident thereto so as not to delay the services of ENGINEER.
- G. Prior to the commencement of the Construction Phase, OWNER shall notify ENGINEER of any variations from the language indicated in Exhibit E, "Notice of Acceptability of Work," or of any other notice or certification that ENGINEER will be requested to provide to OWNER or third parties in connection with the Project. OWNER and ENGINEER shall reach agreement on the terms of any such requested notice or certification, and OWNER shall authorize such Additional Services as are necessary to enable ENGINEER to provide the notices or certifications requested.
- H. ENGINEER shall not be required to sign any documents, no matter by whom requested, that would result in the ENGINEER's having to certify, guarantee or warrant the existence of conditions whose existence the ENGINEER cannot ascertain. OWNER agrees not to make resolution of any dispute with the ENGINEER or payment of any amount due to the ENGINEER in any way contingent upon the ENGINEER's signing any such certification.
- I. During the Construction Phase, ENGINEER shall not supervise, direct, or have control over Contractor's work, nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor, for safety precautions and programs incident to the Contractor's work in progress, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work.
- J. ENGINEER neither guarantees the performance of any Contractor nor assumes responsibility for any

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

- K. ENGINEER shall not be responsible for the acts or omissions of any Contractor(s), subcontractor or supplier, or of any of the Contractor's agents or employees or any other persons (except ENGINEER's own employees) at the Site or otherwise furnishing or performing any of the Contractor's work; or for any decision made on interpretations or clarifications of the Contract Documents given by OWNER without consultation and advice of ENGINEER.
- L. The General Conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (Document No. 1910-8, 1996 Edition) unless both parties mutually agree to use other General Conditions as specifically referenced in Exhibit H.

6.02 Authorized Project Representatives

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

6.03 Design without Construction Phase Services

- A. Should OWNER provide Construction Phase services with either OWNER's representatives or a third party, ENGINEER's Basic Services under this Agreement will be considered to be completed upon completion of the Final Design Phase or Bidding or Negotiating Phase as outlined in Exhibit A.
- B. It is understood and agreed that if ENGINEER's Basic Services under this Agreement do not include Project observation, or review of the Contractor's performance, or any other Construction Phase services, and that such services will be provided by OWNER, then OWNER assumes all responsibility for interpretation of the Contract Documents and for construction observation or review and waives any claims against the ENGINEER that may be in any way connected thereto.

6.04 Use of Documents

A. All Documents are instruments of service in respect to this Project, and ENGINEER shall retain an ownership and property interest therein (including the right of reuse at the discretion of the ENGINEER) whether or not the Project is completed.

- B. Copies of OWNER-furnished data that may be relied upon by ENGINEER are limited to the printed copies (also known as hard copies) that are delivered to the ENGINEER pursuant to Exhibit B. Files in electronic media format of text, data, graphics, or of other types that are furnished by OWNER to ENGINEER are only for convenience of ENGINEER. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.
- C. Copies of Documents that may be relied upon by OWNER are limited to the printed copies (also known as hard copies) that are signed or sealed by the ENGINEER. Files in electronic media format of text, data, graphics, or of other types that are furnished by ENGINEER to OWNER are only for convenience of OWNER. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.
- D. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. ENGINEER shall not be responsible to maintain documents stored in electronic media format after acceptance by OWNER.
- E. When transferring documents in electronic media format, ENGINEER makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by ENGINEER at the beginning of this Project.
- F. OWNER may make and retain copies of Documents for information and reference in connection with use on the Project by OWNER. Such Documents are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other project. Any such reuse or modification without written verification or adaptation by ENGINEER, as appropriate for the specific purpose intended, will be at OWNER's sole risk and without liability or legal exposure to ENGINEER or to ENGINEER's Consultants. OWNER shall indemnify and hold harmless ENGINEER and ENGINEER's Consultants from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting therefrom.
- G. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

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

6.05 Insurance

- A. ENGINEER shall procure and maintain insurance as set forth in Exhibit G, "Insurance."
- B. OWNER shall procure and maintain insurance as set forth in Exhibit G, "Insurance." OWNER shall cause ENGINEER and ENGINEER's Consultants to be listed as additional insureds on any general liability or property insurance policies carried by OWNER which are applicable to the Project.
- C. OWNER shall require Contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to cause ENGINEER and ENGINEER's Consultants to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project
- D. OWNER and ENGINEER shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of ENGINEER's services and at renewals thereafter during the life of the Agreement.
- E. All policies of property insurance shall contain provisions to the effect that ENGINEER's and ENGINEER's Consultants' interests are covered and that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder.
- F. At any time, OWNER may request that ENGINEER, at OWNER's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by OWNER, with the concurrence of ENGINEER, and if commercially available, ENGINEER shall obtain and shall require ENGINEER's Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by OWNER, and Exhibit G will be supplemented to incorporate these requirements.

6.06 Termination

- A. The obligation to provide further services under this Agreement may be terminated:
 - 1. For cause,

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

b. By ENGINEER:

- 1) upon seven days written notice if ENGINEER believes that ENGINEER is being requested by OWNER to furnish or perform services contrary to ENGINEER's responsibilities as a licensed professional; or
- upon seven days written notice if the ENGINEER's services for the Project are delayed or suspended for more than 90 days for reasons beyond ENGINEER's control.
- ENGINEER shall have no liability to OWNER on account of such termination.
- c. Notwithstanding the foregoing, this Agreement will not terminate as a result of such substantial failure if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience,

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

6.07 Controlling Law

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

6.08 Successors, Assigns, and Beneficiaries

- A. OWNER and ENGINEER each is hereby bound and the partners, successors, executors, administrators and legal representatives of OWNER and ENGINEER (and to the extent permitted by paragraph 6.08.B the assigns of OWNER and ENGINEER) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.
- B. Neither OWNER nor ENGINEER may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise in this Agreement:
 - 1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by OWNER or ENGINEER to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.
 - 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and ENGINEER and not for the benefit of any other party. The OWNER agrees that the substance of the provisions of this paragraph 6.08.C shall appear in the Contract Documents.

6.09 Hazardous Environmental Condition

- A. OWNER represents to Engineer that to the best of its knowledge a Hazardous Environmental Condition does not exist.
- B. OWNER has disclosed to the best of its knowledge to ENGINEER the existence of all Asbestos, PCB's, Petroleum, Hazardous Waste, or Radioactive Material located at or near the Site, including type, quantity and location.
- C. If a Hazardous Environmental Condition is encountered or alleged, ENGINEER shall have the obligation to notify OWNER and, to the extent of applicable Laws and Regulations, appropriate governmental officials.
- D. It is acknowledged by both parties that ENGINEER's scope of services does not include any services related to a Hazardous Environmental Condition. In

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

- E. OWNER acknowledges that ENGINEER is performing professional services for OWNER and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the Site in connection with ENGINEER's activities under this Agreement.
- F. If ENGINEER's services under this Agreement cannot be performed because of a Hazardous Environmental Condition, the existence of the condition shall justify ENGINEER's terminating this Agreement for cause on 30 days notice.

6.10 Allocation of Risks

A. Indemnification

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

- 3. In addition to the indemnity provided under paragraph 6.10, A.2 of this Agreement, and to the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER and its officers, directors, partners, employees, and ENGINEER's Consultants from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from a Hazardous Environmental Condition, provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom, and (ii) nothing in this paragraph 6.10.A.4. shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.
- 4. The indemnification provision of paragraph 6.10.A.1 is subject to and limited by the provisions agreed to by OWNER and ENGINEER in Exhibit I, "Allocation of Risks," if any.

6.11 Notices

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

6.12 Survival

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

6.13 Severability

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

6.14 Waiver

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

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

6.15 Headings

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

ARTICLE 7 - DEFINITIONS

7.01 Defined Terms

- A. Wherever used in this Agreement (including the Exhibits hereto) and printed with initial or all capital letters, the terms listed below have the meanings indicated, which are applicable to both the singular and plural thereof:
 - 1. Addenda--Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Documents.
 - 2. Additional Services--The services to be performed for or furnished to OWNER by ENGINEER in accordance with Exhibit A, Part 2 of this Agreement.
 - 3. Agreement--This "Standard Form of Agreement between OWNER and ENGINEER for Professional Services," including those Exhibits listed in Article 8 hereof.
 - 4. Application for Payment--The form acceptable to ENGINEER which is to be used by Contractor in requesting progress or final payments for the completion of its Work and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 - 5. Asbestos--Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
 - 6. Basic Services--The services to be performed for or furnished to OWNER by ENGINEER in accordance with Exhibit A, Part 1, of this Agreement.
 - 7. Bid--The offer or proposal of the bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 - 8. *Bidding Documents*--The advertisement or invitation to Bid, instructions to bidders, the Bid form and attachments, the Bid bond, if any, the proposed Contract Documents, and all Addenda, if any.

- 9. Change Order—A document recommended by ENGINEER, which is signed by Contractor and OWNER to authorize an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Construction Agreement.
- 10. Construction Agreement--The written instrument which is evidence of the agreement, contained in the Contract Documents, between OWNER and Contractor covering the Work.
- 11. Construction Contract--The entire and integrated written agreement between the OWNER and Contractor concerning the Work.
- 12. Construction Cost--The cost to OWNER of those portions of the entire Project designed or specified by ENGINEER. Construction Cost does not include costs of services of ENGINEER or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, or OWNER's costs for legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project, or the cost of other services to be provided by others to OWNER pursuant to Exhibit B of this Agreement. Construction Cost is one of the items comprising Total Project Costs.
- Documents--Documents that 13. Contract establish the rights and obligations of the parties engaged in construction and include the Construction Agreement between OWNER and Contractor, Addenda (which pertain to the Contract Documents), (including Contractor's Bid documentation accompanying the Bid and any post-Bid documentation submitted prior to the notice of award) when attached as an exhibit to the Construction Agreement, the notice to proceed, the bonds, appropriate certifications, the General Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Construction Agreement, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders, ENGINEER's written interpretations and clarifications issued on or after the Effective Date of the Construction Agreement. Approved Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents.
- 14. Contract Price-The moneys payable by OWNER to Contractor for completion of the Work in accordance with the Contract Documents and as stated in the Construction Agreement.

- 15. Contract Times--The numbers of days or the dates stated in the Construction Agreement to: (i) achieve Substantial Completion, and (ii) complete the Work so that it is ready for final payment as evidenced by ENGINEER's written recommendation of final payment.
- 16. Contractor--An individual or entity with whom OWNER enters into a Construction Agreement.
- 17. Correction Period--The time after Substantial Completion during which Contractor must correct, at no cost to OWNER, any Defective Work, normally one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee or specific provision of the Contract Documents.
- 18. Defective--An adjective which, when modifying the word Work, refers to Work that is unsatisfactory, faulty, or deficient, in that it does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents, or has been damaged prior to ENGINEER's recommendation of final payment.
- 19. Documents--Data, reports, Drawings, Specifications, Record Drawings, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by ENGINEER to OWNER pursuant to this Agreement.
- 20. Drawings--That part of the Contract Documents prepared or approved by ENGINEER which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings are not Drawings as so defined.
- 21. Effective Date of the Construction AgreementThe date indicated in the Construction Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Construction Agreement is signed and delivered by the last of the two parties to sign and deliver.
- 22. Effective Date of the Agreement--The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.
- 23. ENGINEER's Consultants--Individuals or entities having a contract with ENGINEER to furnish services with respect to this Project as ENGINEER's independent professional associates, consultants,

- subcontractors, or vendors. The term ENGINEER includes ENGINEER's Consultants.
- 24. Field Order--A written order issued by ENGINEER which directs minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.
- 25. General Conditions-That part of the Contract Documents which sets forth terms, conditions, and procedures that govern the Work to be performed or furnished by Contractor with respect to the Project.
- 26. Hazardous Environmental Condition--The presence at the Site of Asbestos, PCB's, Petroleum, Hazardous Waste, or Radioactive Materials in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Work.
- 27. Hazardous Waste--The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
- 28. Laws and Regulations; Laws or Regulations-Any and all applicable laws, rules, regulations, ordinances, codes, standards, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
 - 29. PCB's--Polychlorinated biphenyls.
- 30. Petroleum--Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.
- 31. Radioactive Materials--Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.
- 32. Record Drawings--The Drawings as issued for construction on which the ENGINEER, upon completion of the Work, has shown changes due to Addenda or Change Orders and other information which ENGINEER considers significant based on record documents furnished by Contractor to ENGINEER and which were annotated by Contractor to show changes made during construction.
- 33. Reimbursable Expenses--The expenses incurred directly by ENGINEER in connection with the

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

- 34. Resident Project Representative—The authorized representative of ENGINEER, if any, assigned to assist ENGINEER at the Site during the Construction Phase. The Resident Project Representative will be ENGINEER's agent or employee and under ENGINEER's supervision. As used herein, the term Resident Project Representative includes any assistants of Resident Project Representative agreed to by OWNER. The duties and responsibilities of the Resident Project Representative are as set forth in Exhibit D.
- 35. Samples--Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
- 36. Shop Drawings--All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to ENGINEER to illustrate some portion of the Work.
- 37. Site--Lands or areas indicated in the Contract Documents as being furnished by OWNER upon which the Work is to be performed, rights-of-way and easements for access thereto, and such other lands furnished by OWNER which are designated for use of Contractor.
- 38. Specifications—That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.
- 39. Substantial Completion--The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of ENGINEER, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.
- 40. Supplementary Conditions--That part of the Contract Documents which amends or supplements the General Conditions.

- 41. Total Project Costs--The sum of the Construction Cost, allowances for contingencies, the total costs of services of ENGINEER or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, or OWNER's costs for legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project, or the cost of other services to be provided by others to OWNER pursuant to Exhibit B of this Agreement.
- 42. Work--The entire completed construction or the various separately identifiable parts thereof required to be provided under the Contract Documents with respect to this Project. Work includes and is the result of performing or furnishing labor, services, and documentation necessary to produce such construction and furnishing, installing, and incorporating all materials and all equipment into such construction, all as required by the Contract Documents.
 - 43. Work Change Directive--A written directive to Contractor issued on or after the Effective Date of the Construction Agreement and signed by OWNER upon recommendation of the ENGINEER, ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change directed or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.
 - 44. Written Amendment--A written amendment of the Contract Documents signed by OWNER and Contractor on or after the Effective Date of the Construction Agreement and normally dealing with the non-engineering or non-technical rather than strictly construction-related aspects of the Contract Documents.

ARTICLE 8 - EXHIBITS AND SPECIAL PROVISIONS

8.01 Exhibits Included

- A. Exhibit A, "ENGINEER's Services," consisting of 11 pages.
- B. Exhibit B, "OWNER's Responsibilities," consisting of 2 pages.
- C. Exhibit C, "Payments to Engineer for Services and Reimbursable Expenses," consisting of 1 page.

- D. Exhibit D, "Duties, Responsibilities and Limitations of Authority of Resident Project Representative," consisting of 1 page.
- E. Exhibit E, "Notice of Acceptability of Work," consisting of 2 pages.
- F. Exhibit F, "Construction Cost Limit," consisting of 1 page.
 - G. Exhibit G, "Insurance," consisting of 1 page.

H. Exhibit H, "Special Provisions," consisting of 1 page.

8.02 Total Agreement

A. This Agreement (consisting of pages 1 to 11 inclusive, together with the Exhibits identified above) constitutes the entire agreement between OWNER and ENGINEER and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

By signing this contract, Engineer hereby verifies that it does not boycott Israel and will not boycott Israel during the term of this contract. Boycotting Israel is defined in Texas Government Code section 808.001 to mean refusing to deal with, terminating business activities with, or taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

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

OWNER: City of Killeen	ENGINEER: Kimley-Horn and Associates, Incl
By: Kent Cagle	By: Sean Mason
Title: City Manager	Title: Associate
Date Signed:	Date Signed: 6/29/2021
Address for giving notices:	Address for giving notices:
P.O. Box 1329	10814 Jollyville Road, Avallon IV
Killeen, TX 76540-1329	Suite 200
	Austin, TX 78746
Designated Representative (paragraph 6.02.A):	Designated Representative (paragraph 6.02.A):
Steven L Kana, P.E.	Lance Parisher, P.E.
Title: Director of Water & Sewer	Title: Associate
Phone Number: 254-501-7623	Phone Number: <u>737-263-2017</u>
Facsimile Number: 254-501-6321	Facsimile Number:
E-Mail Address: skana@killeentexas.gov	E-Mail Address: lance.parisher@kimley-horn.com

Professional	Services	dated		
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			OWNER	· ·
			ENGINEER	M

ENGINEER's Services

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

PART 1 -- BASIC SERVICES

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "Consultant") is pleased to submit this proposal to the City of Killeen ("Client") for providing engineering services for the design, bid, and construction of approximately 16,500 linear feet of 24" water line along Hwy 195 between Chapparal Road and Stagecoach Road, and a 1.5 million gallon (MG) ground storage tank (GST) on Hwy 195 at Bald Knob or Douglas Mountain. See Exhibit 1 attached to this document for a graphical representation of the understanding of the project

Project Assumptions

- A) A 1.5 MG tank will be a ground storage tank and will have an overflow of 1,125' and a head range of 30'.
- B) The alignment of the 24" water line will be determined as part of the Preliminary Engineering Phase. The 24" is expected to be no more than 16,500'.
- C) The intent of the 24" water line is to be designed and constructed within the TxDOT ROW.
- D) A maximum of 4 Easements on 2 Parcels will be required for the project. Additional easements will result in additional scope and fee.
- E) Kimley-Horn and team will issue Right of Entry documents to the landowners. This proposal assumes 2 Right of Entry letters.
- F) The City of Killeen will provide their Right of Entry letter, or approve a letter provided Kimley-Horn.
- G) The Ground Storage Tank and 24" Water Line shall be bid in one package.

Scope of Services

Kimley-Horn will provide the services specifically set forth below.

Task 1 - Project Management

- a) Project Schedule and Work Plan Kimley-Horn will develop the project schedule and work plan for executing the project scope of services.
- b) Invoicing and Progress Reports Assume this project task will have a duration of twenty-four (24) Months and includes monthly invoicing and progress reports.
- c) Project Kick-Off Meeting Project team will attend a kickoff meeting with the City of Killeen.
- d) Up to twenty-four (24) progress meetings This assumes a monthly meeting with the City of Killeen. Kimley Horn will produce meeting minutes for each progress meetings. This assumes 12 virtual and 12 in person meetings.
- e) Up to four (4) Site Visits with the owner to review the alignment and tank sites.
- f) Design Team Coordination Biweekly Project Team meetings including Kimley-Horn and Subconsultants. Assumes 26, 30-minute biweekly meetings.
- g) Meetings for tank site analysis:
 - One (1) meeting with Texas A&M University
 - o One (1) meeting with City of Killeen Development Services
- h) Data Collection, Research, and Electronic File Creation- Kimley-Horn will create electronic base files by

downloading and converting different electronic files provided by the City of Killeen into useable files for the Preliminary Phase of this project. Kimley-Horn will also research and incorporate available record drawings and studies as provided to fit in with this project as needed. The City will be responsible for making the following data available in the vicinity of the projects for Kimley Horn:

- Client GIS Data Storm, Sewer, Wastewater, Water, High Resolution Photography, LIDAR, Roadway Master Plan Alignments. If the City is unable to provide this information, then Kimley Horn will use the available online resources for GIS shapefiles.
- Client Record Drawings Storm, Sewer, Wastewater, Water, Roadway, and Site and Subdivision Plans
- o Client Master Plans Storm, Sewer, Wastewater, Water, Roadway, and Park/Trail
- i) Kimley Horn task for Landowner Coordination for Right of Entry and Easement Acquisition. 7 Arrow Land Staff will issue the Right of Entry letters and order title, with Kimley Horn for assistance and necessary communication from the landowners. 7 Arrow scope of services is included in Task 6.
 - Assumes coordination with 2 landowners regarding questions for Right of Entry
 - i. Research preliminary ownership and county tax information
 - ii. Prepare Right of Entry necessary for survey, geotechnical investigations, and environmental services.
 - o Title Services for up to 2 parcels
 - i. Review preliminary title commitments for all affected properties, up to 2.
 - ii. Secure title commitments and updates in accordance with insurance rules and requirements for parcel payment submissions for properties which will be acquired in fee simple and for ROW easements
 - iii. Secure title insurance for parcels, insuring acceptable title
 - Attend closings and provide closing services in conjunction with Title Company for all tracts
 - v. Record all original instruments immediately after closings at the County Clerk's office
 - vi. Research title and provide condemnation Title Report to legal counsel for property rights that will be acquired through eminent domain

Task 2 Preliminary Engineering - 24" Waterline and 1.5 MG GST

- a) Preliminary Engineering Water Line and Ground Storage Tank
 - Pipeline Routing and Alternatives, including:
 - a) Bald Knob 3 route Options
 - b) Douglas Mountain 2 route Options
 - c) Hwy 195 Easement East Side
 - d) Exhibits:
 - . Draft Alignment Exhibits for Review with the City of Killeen
 - ii. Ground Storage Tank and Elevated Storage Tank Site Alternatives
 - a) Elevated Storage Tank One (1) Option
 - 1. Texas A&M Site Located Adjacent to SH-195

b)Ground Storage Tank – Two (2) Options

- 1. Douglas Mountain (Existing Tank Site) 1 Options
- 2. Texas A&M Mountain 1 Options
- 3. Exhibits:
 - a. Draft Site Exhibit for three (3) options
 - b. Draft water line extension exhibit for two (2) GST options
 - c. Draft access driveway exhibit for two (2) GST options
- iii. Technical Memorandum
 - a) Executive Summary
 - b) Water Line
 - 1. Introduction

- 2. Design Criteria
- 3. Alternatives
 - a. Matrix for selecting the alignment including permitting; trenchless construction; easements; cost; constructability; traffic impacts; environmental; and other constraints identified during this investigation
 - b. OPCC
 - c. Recommendation

c) Tanks

- 1. Evaluation of sites for:
 - a. Access Driveway
 - b. Constructability/Geotech/Foundation
 - c. Grading
 - d. Easements and Land Acquisition
 - e. Platting/Permitting
 - f. Hydraulics
 - g. Electrical/SCADA
 - h. Drainage and Overflow
 - Tank Types
 - i. GST AWWA D110 Prestressed Concrete Tank
 - ii. EST AWWA D107 Composite Elevated Storage Tank
 - j. OPCC
- iv. Subsurface Utility Engineering (SUE) Level D SUE to be provided by the Rios Group
- v. Workshop Meeting with Killeen to discuss Water Line Routes and Ground Storage Tanks
- vi. QA/QC Kimley-Horn shall perform a quality control check of the Technical Memorandum prior to the submittal to the City of Killeen
- vii. Revisions to the QA/QC Kimley-Horn and team to address comments generated from the QA/QC.
- viii. Draft Tech Memorandum for review by the City of Killeen
- ix. Final Tech Memorandum submitted after comments are addressed by City of Killeen

Deliverables:

Draft and Final Tech Memo – 3 hard copies and PDF

Task 3a-30% Plans and OPCC -24" Water Line – To be packaged and submitted with Task 3b to the City of Killeen

- a) 30% Plans and OPCC Kimley Horn will not proceed with 30% Design activities without obtaining written approval by the City of Killeen of the Preliminary Engineering and Technical Memorandum recommendations
 - i, Cover Sheet 1 Sheet
 - ii. Project Notes and Sheet Index 2 Sheets
 - iii. Project Control Sheet 1 Sheet
 - iv. Project Access and Easement Plans 2 Sheets
 - v. Water Layout Sheet 1 Sheet
 - vi. Water Plan and Profile Sheets Up to thirty-five (35) Plan and Profile Sheets 1" =40 on 11x17 sheets
 - vii. Opinion of Probable Construction Cost (OPCC) Kimley-Horn will prepare an opinion of probable construction cost for the project with a 25% contingency. (The Consultant has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided are based on the information known to Consultant at the time and represent only the Consultant judgment as a design professional familiar with the construction industry. The Consultant cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.)
 - viii. Survey to be performed by Gorrondona & Associates, Inc.
 - a) Flight Topography and LIDAR to be processed once the alignment is set and tank site is located.
 - b) Boundary Survey the surveyor shall provide apparent ROW along SH-195 and up to 2 boundaries for use in the design.
 - c) Aerial Photography Acquire color digital aerial photography, suitable for

- photogrammetric map compilation and digital orthophoto production with a large format sensor.
- d) Orthoimagery Perform analytical aerial triangulation adjustment to supplement the control network. Produce color digital orthophotos with a 3" pixel resolution.
- ix. Environmental Investigation to be performed by Cox Mclain Environmental Consulting Tech memorandum documenting the potential environmental impacts and associated regulatory commitments. This investigation includes the following:
 - a) Cultural Resource Impact Assessment and Agency Coordination
 - b) Preliminary Waters of the US Delineation
 - c) Protected Species Habitat Assessment
 - d) Tech Memo and Comment Response
- x. QA/QC Kimley-Horn shall perform a quality control check of the 30% prior to the submittal to the City of Killeen
- xi. Revisions to the QA/QC Kimley-Horn and team to address comments generated from the QA/QC.
- xii. Submit 30% and OPCC

Deliverables:

a)30% Plans and OPCC – 3 hard copies half size 11x17 and PDF

Task 3b - 30% Plans and OPCC – 1.5 MG GST – To be packaged and submitted with Task 3a to the City of Killeen

- a) 30% Plans and OPCC Kimley Horn will not proceed with 30% Tank Design activities without obtaining written approval by the City of Killeen of the Preliminary Engineering and Technical Memorandum recommendations
 - i. Site Plan and
 - ii. Yard Piping Plan
 - iii. Tank Plan
 - iv. Water Line Extension Layout to Tank (Assume up to 3,000 linear feet)
 - v. Access Road to Tank Layout
 - vi. Opinion of Probable Construction Cost (OPCC) Kimley-Horn will prepare an opinion of probable construction cost for the project with a 25% contingency. The Consultant has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided are based on the information known to Consultant at the time and represent only the Consultant judgment as a design professional familiar with the construction industry. The Consultant cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.
 - vii. Tank Manufacturer Coordination Kimley-Horn will coordinate with tank manufacturers for site layout and staging and tank OPCC.
 - viii. QA/QC Kimley-Horn shall perform a quality control check of the 30% prior to the submittal to the City of Killeen
 - ix. Revisions to the QA/QC Kimley-Horn and team to address comments generated from the QA/QC.
 - x. Submit 30% and OPCC

Deliverables:

a) 30% Plans and OPCC – 3 hard copies half size 11x17 and PDF

Task 4a - 24" Water Line Design Work Product Milestones (each to be submitted with Task 4b below)

- a) 60% Plans, Specifications, and OPCC
- b) 90% Plans, Specifications, and OPCC
- c) Final Plans, Specs and OPCC

Task 4a shall include the following for each submittal:

- i. Cover Sheet
- ii. Project Notes and Sheet Index 2 Sheets
- iii. Project Control Sheet 1 Sheet
- iv. Erosion and Sedimentation Plan 1000' per sheet up to sixteen (16) sheets

- v. Erosion and Sedimentation Details Four (4) Sheets
- vi. Traffic Control Plan Four (4) Sheets
- vii. Traffic Control Details Sixteen (16) Standard TxDOT Detail Sheets
- viii. Project Access and Easement Plans 2 Sheets
- ix. Water Layout Sheet 1 Sheet
- x. Water Plan and Profile Sheets Up to thirty-five (35) Plan and Profile Sheets 1" =40' on 11x17 Sheets.
- xi. Water Plan Details Up to four (4) Detail Sheets
- xii. Specifications Full specification list including Killeen Front End Docs, General specifications, and technical specifications.
- xiii. Geotechnical Investigation to be performed by Arias Geoprofessionals
- xiv. Subsurface Utility Engineering Level B and Level A to be performed by The Rios Group
 - a) Up to 5 QL "A" Test Holes
- xv. Survey Easement Metes and Bounds for up to 4 easements to be performed by Gorrondona & Associates. Temporary construction easements will be shown on the permanent easement exhibit. The easements include up to 1 permanent water line easements, 1 electrical easement, 1 access easement, and 1 tank site easement. This number is based on the best information available at the time of this proposal and could be subject to change as the project advances.
- Appraisal Services for 4 Easement to be performed by 7 Arrow Land Staff. This number is different from the survey metes and bounds due to 3 of the expected easements being on the same property owner's parcel.
 - a) Prepare pre-appraisal contact with interest owners for each parcel
 - b) Contact property owners or their designated representative to offer opportunity to accompany the appraiser on the appraiser's inspection of the property.
 - c) Finalize complete appraisal report for each parcel.
 - d) All completed appraisals will be administratively reviewed and approved by the City of Killeen.
 - Appraisal fee could be adjusted on complexity of evaluation within range provided in Fee Schedule.
- xvii. Negotiation Services for 4 easements (In Fee and/or Easement Acquisition) to be performed by 7 Arrow Land Staff
 - a) Analyze appraisal reports and confirm approved value prior to making offer for each parcel.
 - b) Analyze preliminary title report to determine potential title problems and propose methods to cure title deficiencies. (Exhaust all efforts to obtain subordinations of liens, waiver of lienholders and clear any title, if 7Arrows staff cannot cure title through standard practices, the City will be responsible for obtaining legal counsel to remedy any tile deficiencies as required by title or alternatively, may elect to close the easement without a title policy).
 - c) Prepare the initial offer letter and any other documents required or requested by the City in an acceptable form.
 - d) Contact each property owner or owner's designated representative and present the written offer in person where practical. When owners do not wish to have offers delivered in person, they will be mailed via certified mail with return receipt for documentation of delivery/receipt. Maintain follow-up contacts and secure the necessary instruments upon acceptance of the offer for the closing.
 - e) Provide a copy of the appraisal report for the subject property exclusively to the property owner or authorized representative at the time of the offer.
 - f) Respond to property owner inquiries verbally and/or in writing within two business days.
 - g) Prepare a separate negotiator contact report for each parcel file for each contact.
 - h) Maintain parcel files of original documentation related to the purchase of the real property or property interests/acquisition of the Easement or Right of Way.
 - i) Present counteroffers in a form as directed by the City. Transmit any written counteroffer from property owners including supporting documentation, and Agent's recommendation with regard to the counteroffer.
 - j) Prepare second and final offer letter as necessary.
- xviii. Acquisition/Closing Services for 4 Easements (In Fee and/or Easement Acquisition)
 - a) Prepare check request, review closing documents and facilitate execution of all necessary

- documents. Attend closings and provide closing services in conjunction with Title Company for all tracts.
- b) Transport any documents to the City and landowner for signatures.
- Record or cause to be recorded all original instruments immediately after closing at the respective County Clerk's Office.
- d) Review Title Policy and provide to City for permanent storage.
- xix. Opinion of Probable Construction Cost (OPCC) Kimley-Horn will prepare an opinion of probable construction cost for the project with a 20% contingency. The Consultant has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided are based on the information known to Consultant at the time and represent only the Consultant judgment as a design professional familiar with the construction industry. The Consultant cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.
- XX. QA/QC Kimley-Horn shall perform a quality control check of the deliverable prior to submittal to the City of Killeen.
- xxi. Revisions from the QA/QC Kimley-Horn and team shall address the comments from the QA/QC.
- xxii. Submit Deliverable: Compilation of the Task work products into the required deliverables to the City of Killeen, including compiling PDFs and printing copies

Task 4b - 1.5 MG GST Design Work Product Milestones (each to be submitted with Task 4a above)

- a) 60% Plans, Specifications, and OPCC
- b) 90% Plans, Specifications, and OPCC
- c) Final Plans, Specifications and OPCC

Task 4b shall include the following for each submittal:

- i. General Notes
- ii. Overall Site Layout
- iii. Site Plan and Dimensional Control
- iv. Grading Plan
- v. Paving Plan
- vi. Yard Piping Plan
- vii. Piping Profiles
- viii. Erosion Control Plan
- ix. Tank Plan
- x. Tank Elevation
- xi. Tank Details (3 Sheets)
- xii. Yard Piping Details (2 Sheets)
- xiii. Valve Vault Sheet
- xiv. Water Line Extension and Access Drive Layout Sheet
- xv. Water Line Extension to Tank (Assume up to 3,000 linear feet) Plan and Profile (4 Sheets)
- xvi. Water Line Details (2 Sheets)
- xvii. Access Road to Tank (Assume up to 3,000 linear feet) Plan and Profile (4 Sheets)
- xviii. Paving Details (3 Sheets)
- xix. Electrical
 - a) General Notes
 - b) Electrical Site Plan
 - c) Control Schematics
 - d) Floor Plans and Details
 - e) Details (2 Sheets)
- xx. Structural
 - f) Notes
 - g) Vault Structural
 - h) Details
- xxi. Specifications Full specification list including Killeen Front End Docs, General specifications, and

- technical specifications.
- xxii. Opinion of Probable Construction Cost (OPCC) Kimley-Horn will prepare an opinion of probable construction cost for the project with a 20% contingency. The Consultant has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided are based on the information known to Consultant at the time and represent only the Consultant judgment as a design professional familiar with the construction industry. The Consultant cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.
- xxiii. QA/QC Kimley-Horn shall perform a quality control check of the deliverable prior to submittal to the City of Killeen.
- xxiv. Revisions from the QA/QC Kimley-Horn and team shall address the comments from the QA/QC.
- xxv. Submit Deliverable: Compilation of the Task work products into the required deliverables to the City of Killeen, including compiling PDFs and printing copies

Task 5 - Permitting and Land Acquisition Support

- a) Texas Department of Transportation (TxDOT)
 - a. Driveway Permit -The Consultant will prepare for and attend meetings with the City and TxDOT, to the extent requested by the Client and budgeted for in this agreement. The following task meetings are anticipated:
 - i. Up to Two (2) TxDOT coordination meetings
 - ii. Consultant will prepare the driveway permit and submit to TxDOT for approval. If additional permits are required outside of the driveway permit all work shall be considered additional services.
 - b. Plans
 - i. Kimley-Horn will perform the following tasks as part of the Construction Plans:
 - ii. Develop a Sequence of Work and General Traffic Control Notes for construction.
 - iii. Prepare Driveway Plan and Profile Sheet at a scale of 1"=20'. Sheet will include any removals associated with construction of the driveway.
 - iv. Prepare Erosion Control Layout at a scale of 1"=40'.
 - v. Incorporate TxDOT standard details as applicable.
 - vi. Perform internal quality control review.
- b) Texas Commission of Environmental Quality (TCEQ)
 - a. The Consultant will submit water plans to TCEQ in accordance with TCEQ 290.
 - i. TCEQ Assumptions
 - 1. One (1) submittal
 - 2. Deliverables
 - a. TCEQ submittal letter
- c) Local Jurisdictions
 - a. The Consultant will coordinate with City Development Department to include a land disturbance permit.
 - i. Assumptions
 - 1. One (1) permit for tank
 - 2. One (1) meetings
- d) Kimley Horn Task Coordination Landowners, City, and Land Agent for Easement Acquisition Assumes coordination for up to 4 easements on the project. This includes coordination and 1 virtual meeting with each of the 2 parcel owners to discuss easement locations and offers. This does not include services for eminent domain.

Task 6 - Subconsultants

- a) Gorrondona and Associates Survey; Boundary and Topography
- b) Arias and Associates Geotechnical Investigation and Reporting
- c) Cox Mclain and Associates Environmental Investigation

- d) The Rios Group Subsurface Utility Investigation (SUE)
- e) 7 Arrow Land Staff Right of Entry and Land Acquisition
- f) JRSA Electrical Design for Ground Storage Tank

Task 7 - Bidding Phase Services

It is anticipated that this project will contain one (1) set of Construction Documents. The Consultant will perform the following professional services for the bidding phase of the project:

- a) Notice to Bidders The Consultant will prepare a notice to bidders and/or assist the Client with preparation.
- b) Pre-Bid Conference The Consultant will attend a Pre-bid conference.
- Respond to Contractor Questions the Consultant will respond to contractor questions regarding clarifications to the plans.
- d) Addenda The Consultant will answer contractor questions during the bid process. The Consultant will issue up to four (4) addenda as required.
- e) Bid Opening The Consultant will attend the bid opening, review bids and prepare a tabulation of bids, and assist with bid evaluation scoring as needed.
- f) Recommendation for Award The Consultant will prepare a letter with a recommendation for award.
- g) Final Conformed Contract Documents The Consultant will print and issue a PDF set of plans and specifications for distribution to the Client.

Task Deliverables:

- a) Bid tabulation
- b) Recommendation for Award
- c) Conformed Documents

Task 8 - Construction Phase Services

Consultant will provide the limited construction phase services specifically stated below:

- a) Pre-Construction Conference. Consultant will conduct [or attend] a Pre-Construction Conference prior to commencement of Work at the Site.
- b) Visits to Site and Observation of Construction. Consultant will make visits at intervals as directed by Client in order to observe the progress of the Work. For this scope of services, it is assumed that six (6) site visits during construction will be required. Such visits and observations by Consultant are not intended to be exhaustive or to extend to every aspect of Contractor's work. Observations are to be limited to spot checking, selective measurement, and similar methods of general observation. Based on information obtained during such visits, Consultant will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Documents, and Consultant will keep Client informed of the general progress of the Work.
 - I. Consultant shall not, during such visits or as a result of such observations, supervise, direct, or have control over Contractor's work, nor shall Consultant have authority over or responsibility for the means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, nor for any failure of Contractor to comply with applicable laws and regulations. Consultant neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.
 - II. Recommendations with Respect to Defective Work. Consultant will recommend to Client that Contractor's work be disapproved and rejected while it is in progress if, on the basis of such

observations, Consultant believes that such work will not produce a completed Project that conforms generally to Contract Documents.

- c) Monthly Project Meetings: The Consultant shall attend fourteen (14) monthly construction meetings for the duration of construction which is anticipated to be 14 months. The construction meetings shall be with the consultant, selected contractor, owner's representative, and program manager. The consultant shall prepare an agenda and distribute meeting minutes to all attendees.
- d) Clarifications and Interpretations. Consultant will respond to reasonable and appropriate Contractor requests for information and issue necessary clarifications and interpretations of the Contract Documents to Client as appropriate to the orderly completion of Contractor's work. Any orders authorizing variations from the Contract Documents will be made by Client. This scope of services assumes up to six (6) RFIs during the construction phase.
- e) Change Orders. Consultant may recommend Change Orders to Client and will review and make recommendations related to Change Orders submitted or proposed by the Contractor. This scope of services assumes up to three (3) change order evaluations.
- f) Shop Drawings and Samples. Consultant will review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs. This scope of services assumes reviewing up to thirty (30) shop drawings. Each submittal shall be reviewed up to two (2) times.
- g) Substitutes and "or-equal." Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor in accordance with the Contract Documents, but subject to the provisions of applicable standards of state or local government entities. This assumes up to two (2) evaluations of equal substitutes.
- h) Inspections and Tests. Consultant may require special inspections or tests of Contractor's work as Consultant deems appropriate and may receive and review certificates of inspections within Consultant's area of responsibility or of tests and approvals required by laws and regulations or the Contract Documents. Consultant's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Consultant shall be entitled to rely on the results of such tests and the facts being certified.
- i) Disagreements between Client and Contractor. Consultant will, if requested by Client, render written decision on all claims of Client and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the progress of Contractor's work. In rendering such decisions, Consultant shall be fair and not show partiality to Client or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.
- j) Applications for Payment. Based on its observations and on review of applications for payment and accompanying supporting documentation, Consultant will determine the amounts that Consultant recommends Contractor be paid. Such recommendations will be based on Consultant's knowledge, information, and belief, and will state whether in Consultant's opinion Contractor's work has progressed to the point indicated, subject to any qualifications stated in the recommendation. In the case of unit price work, Consultant's recommendations of payment will include determinations of quantities and classifications of Contractor's work, based on observations and measurements of quantities provided with pay requests. Consultant's recommendations will not be a representation that its observations to check Contractor's work have been exhaustive, extended to every aspect of Contractor's work, or involved detailed inspections.
- k) Substantial Completion. Consultant will, promptly after notice from Contractor that it considers the entire Work ready for its intended use, in company with Client and Contractor, conduct a site visit to determine if the Work is substantially complete. Work will be considered substantially complete following satisfactory completion of all items with the exception of those identified on a final punch list. If after considering any

- objections of Client, Consultant considers the Work substantially complete, Consultant will notify Client and Contractor.
- final Notice of Acceptability of the Work. Consultant will conduct a final site visit to determine if the completed Work of Contractor is generally in accordance with the Contract Documents and the final punch list so that Consultant may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Consultant shall also provide a notice that the Work is generally in accordance with the Contract Documents to the best of Consultant's knowledge, information, and belief based on the extent of its services and based upon information provided to Consultant upon which it is entitled to rely.
- m) Record Drawings Consultant will prepare a set of record drawings based on the contractors redlines in the field. Record drawings will be delivered in PDF and AutoCAD format.
- n) Subconsultant Services for Construction Phase:
 - I. Electrical JRSA

Task Deliverables:

- Review of up to thirty (30) shop drawings and submittals
- Prepare up to six (6) site visit//observations notes
- Attend and distribute meeting minutes for up to fourteen (14) monthly meetings
- Prepare responses for up to six (6) RFIs
- Prepare responses for up to three (3) Change Orders
- Substantial Completion Walk-Through and checklist
- Final Completion and Concurrence Letter
- Record Drawings

Schedule

Following Notice to Proceed (NTP) the Consultant will begin work in accordance with the attached Schedule Exhibit 2.

PART 2 -- ADDITIONAL SERVICES

A2.01 Additional Services Requiring OWNER's Authorization in Advance

- A. If authorized in writing by OWNER, ENGINEER shall furnish or obtain from others Additional Services of the types listed below. These services will be paid for by OWNER as indicated in Article 4 of the Agreement.
 - 1. Bid and Construction Phase Services for a second bid package this scope is for one bid package.
 - 2. Water quality, retention, or detention facilities.
 - 3. Chlorine dosing or analyzer facilities.
 - 4. SWPPP Design, Inspection, or construction services.
 - 5. Storm sewer design, detention design, or any floodplain analysis or design.
 - 6. Franchise Utility Design is not included in this proposal.
 - Unavoidable relocation design and construction for utility, water, wastewater, storm sewer, or other underground structure or pipeline that would conflict with this design is not included.
 - 8. Field Archaeological Survey.
 - 9. Providing shop, mill, field, or laboratory inspection of materials and equipment is not included.
 - Performing investigations, studies, and analysis of work proposed by construction Contractor to correct defective work.
 - 11. Design, contract modifications, studies or analysis required to comply with local, state, federal, or other regulatory agencies that become effective after the date of this agreement.
 - 12. Services required to resolve bid protests or to rebid the project for any reason.
 - 13. Full time resident representation services.
 - 14. Providing services after the completion of the construction phase services.
 - 15. Detailed Tree Survey
 - 16. Tree mitigation or irrigation services
 - 17. Water Alignment changes after 30% that involve movement into areas that were not identified during the Preliminary Phase and are not surveyed.
 - 18. Legal Representation at hearings.
 - 19. Public Meetings
 - 20. Platting and City Development Permitting
 - 21. Warranty Services
 - 22. Providing services to review contractor claims, provided said claims are supported by causes not within the control of Kimley Horn or associated subconsultants.
 - 23. Structural Design outside of what is required for the construction of the tank. This could include drainage culvert, retaining wall, or bridges required for access to the tanks.
 - 24. Updates to Appraisals from the original is not included.
 - 25. Preparation of Condemnation package as directed by the City.
 - 26. Production of O&M manuals, except for those provided by the manufacturers, is not included in the scope. If additional O&M are requested, then this will be additional services.
 - 27. If the OWNER employs an independent consultant after the date of this agreement for scope of services to assist in estimating, program management, peer review, value engineering, and/or constructability, then this will be additional services.

	This is EXHIBIT B , consisting of 2 pages, referred to in and part of the Agreement between OWNER and ENGINEER for			
	Professional	Services	dated	,
				Initial:
				OWNER ENGINEER
OWNER's Responsibilities				

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

- B2.01 In addition to other responsibilities of OWNER as set forth in this Agreement, OWNER shall:
- A. Provide ENGINEER with all criteria and full information as to OWNER's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which OWNER will require to be included in the Drawings and Specifications; and furnish copies of OWNER's standard forms, conditions, and related documents for ENGINEER to include in the Bidding Documents, when applicable.
- B. Furnish to ENGINEER any other available information pertinent to the Project including reports and data relative to previous designs, or investigation at or adjacent to the Site.
- C. Following ENGINEER's assessment of initially available Project information and data and upon ENGINEER's request, furnish or otherwise make available such additional Project related information and data as is reasonably required to enable ENGINEER to complete its Basic and Additional Services. Such additional information or data would generally include the following:
 - 1. Property descriptions.
 - 2. Zoning, deed, and other land use restrictions.
 - 3. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
 - 4. Explorations and tests of subsurface conditions at or contiguous to the Site, drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site, or hydrographic surveys, with appropriate professional interpretation thereof.
 - 5. Environmental assessments, audits, investigations and impact statements, and other relevant environmental or cultural studies as to the Project, the Site, and adjacent areas.
 - 6. Data or consultations as required for the Project but not otherwise identified in the Agreement or the Exhibits thereto.
- D. Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of a Hazardous Environmental Condition or of any other development that affects the scope or time of performance of ENGINEER's services, or any defect or nonconformance in ENGINEER's services or in the work of any Contractor.
- E. Authorize ENGINEER to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement as required.
- F. Arrange for safe access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform services under the Agreement.
- G. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by ENGINEER (including obtaining advice of an attorney, insurance counselor, and other advisors

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

- H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by ENGINEER and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.
 - I. Provide, as required for the Project:
 - 1. Accounting, bond and financial advisory, independent cost estimating, and insurance counseling services.
 - 2. Legal services with regard to issues pertaining to the Project as OWNER requires, Contractor raises, or ENGINEER reasonably requests,
 - Such auditing services as OWNER requires to ascertain how or for what purpose Contractor has used the moneys paid.
 - 4. Placement and payment for advertisement for Bids in appropriate publications.
- J. Advise ENGINEER of the identity and scope of services of any independent consultants employed by OWNER to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.
- K. Furnish to ENGINEER data as to OWNER's anticipated costs for services to be provided by others for OWNER so that ENGINEER may make the necessary calculations to develop and periodically adjust ENGINEER's opinion of Total Project Costs.
- L. If OWNER designates a construction manager or an individual or entity other than, or in addition to, ENGINEER to represent OWNER at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of ENGINEER.
- M. If more than one prime contract is to be awarded for the Work designed or specified by ENGINEER, designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of ENGINEER as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.
- N. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Substantial Completion and final payment inspections.
- O. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of Samples, materials, and equipment required by the Contract Documents, or to evaluate the performance of materials, equipment, and facilities of OWNER, prior to their incorporation into the Work with appropriate professional interpretation thereof.
- P. Provide inspection or monitoring services by an individual or entity other than ENGINEER (and disclose the identity of such individual or entity to ENGINEER) as OWNER determines necessary to verify:
 - That Contractor is complying with any Laws and Regulations applicable to Contractor's performing and furnishing the Work.
 - 2. That Contractor is taking all necessary precautions for safety of persons or property and complying with any special provisions of the Contract Documents applicable to safety.
- Q. Provide ENGINEER with the findings and reports generated by the entities providing services pursuant to paragraphs B2.01.O and P.

This is EXHIBIT C, consisting part of the Agreement between	10		
for Professional Services dated	OWNER	ana .	,
			T., !4! - 1.

Initia	I:

ENGINEER____

Payments to ENGINEER for Services and Reimbursable Expenses

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

ARTICLE 4 -- PAYMENTS TO THE ENGINEER

- C4.01 For Basic Services Having A Determined Scope
- A. OWNER shall pay ENGINEER for Basic Services set forth in Exhibit A, except for services of ENGINEER's Resident Project Representative and Post-Construction Phase, services, if any, as follows:
 - 1. Progress payments in the amount of \$908,087.30 based on the following assumed distribution of compensation:

	A 55 050 00
1 Project Management	\$ 57,970.00
2 Preliminary Engineering	\$ 95,230.00
3a 30% Water Line Plans	\$ 50,955.00
3b 30% Tank Plans	\$ 27,220.00
4a 60%-Final Water Line Design Plans	\$ 186,075.00
4b 60%-Final Tank Design Plans	\$ 148,960.00
5 Permitting and Easement Coordinatio	n\$ 41,315.00
6 Subconsultants Services	\$ 168,692.30
7 Bidding Phase Services	\$ 26,020.00
8 Limited Construction Phase Services	\$ 100,650.00
9 Extra Expenses	\$ 5,000.00

- 2. ENGINEER may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but shall not exceed the total amount unless approved in writing by the OWNER.
- 3. The amount includes compensation for ENGINEER's services and services of ENGINEER's Consultants, if any. Appropriate amounts have been incorporated to account for labor, overhead, profit, and Reimbursable Expenses.
- 4. The portion of the amount billed for ENGINEER's services will be based upon ENGINEER's estimate of the proportion of the total services actually completed during the billing period.
- 5. If more prime contracts are awarded for work designed or specified by ENGINEER for this Project than identified in Exhibit A, the ENGINEER shall be compensated an additional amount to be negotiated; however, in no case shall the amount of compensation exceed eighteen percent (18%) of the Project's estimated construction costs for all Basic Services for each prime contract added.

	part of the Agree	, 0	10,	
	for Professional	Services dated		,
	•			
				Initial:
			OWNER	
			ENGINEER_	M
Duties, Responsibilities, and Limitations of Autho	rity of Resident P	roject Represen	tative	

General Representative Services will be provided for this project as outlined in the Exhibit A. Resident Project Representative Services will not be provided.

	part of the Agreement between OWNER and ENGINEER for Professional Services dated,
	Initial: OWNER ENGINEER
NOT	TICE OF ACCEPTABILITY OF WORK
PROJECT:	
OWNER:	
OWNER's Construction Contract l	Identification:
EFFECTIVE DATE OF THE CON	NSTRUCTION AGREEMENT:
CONSTRUCTION CONTRACT I	DATE:
ENGINEER:	
То:	OWNER
And To:	CONTRACTOR
furnished and performed by COI	es notice to the above OWNER and CONTRACTOR that the completed Work NTRACTOR under the above Contract is acceptable, expressly subject to the Documents and the terms and conditions set forth on the reverse side hereof.
Ву:	
Title:	
Dated:	.,

(Reverse side of Notice)

CONDITIONS OF NOTICE OF ACCEPTABILITY OF WORK

The Notice of Acceptability of Work ("Notice") on the front side of this sheet is expressly made subject to the following terms and conditions to which all persons who receive said Notice and rely thereon agree:

- 1. Said Notice is given with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.
- 2. Said Notice reflects and is an expression of the professional judgment of ENGINEER.
- 3. Said Notice is given as to the best of ENGINEER's knowledge, information, and belief as of the date hereof.
- 4. Said Notice is based entirely on and expressly limited by the scope of services ENGINEER has been employed by OWNER to perform or furnish during construction of the Project (including observation of the CONTRACTOR's work) under ENGINEER's Agreement with OWNER and under the Construction Contract referenced on the reverse hereof, and applies only to facts that are within ENGINEER's knowledge or could reasonably have been ascertained by ENGINEER as a result of carrying out the responsibilities specifically assigned to ENGINEER under ENGINEER's Agreement with OWNER and the Construction Contract referenced on the reverse hereof.
- 5. Said Notice is not a guarantee or warranty of CONTRACTOR's performance under the Construction Contract referenced on the reverse hereof nor an assumption of responsibility for any failure of CONTRACTOR to furnish and perform the Work thereunder in accordance with the Contract Documents.

		,		NER and EN	
	Professional	Services	dated	4	,
	•				
					Initial:
				OWNER ENGINEER_	m
Construction Cost Limit					

This is EVUIDITE consisting of 1 page referred to in and page

Paragraph 5.02 of the Agreement is amended and supplemented to include the following agreement of the parties:

- F5.02 Designing to Construction Cost Limit
 - A. A Construction Cost limit in the amount of Twelve Million Dollars (\$12,000,000.00) is hereby agreed to.
 - B. A bidding or negotiating contingency of 15 percent will be added to any Construction Cost limit established.
- C. The acceptance by OWNER at any time during Basic Services of a revised opinion of probable Construction Cost in excess of the then established Construction Cost limit will constitute a corresponding increase in the Construction Cost limit.
- D. ENGINEER will be permitted to determine what types of materials, equipment and component systems, and the types and quality thereof are to be included in the Drawings and Specifications and to make reasonable adjustments in the scope, extent, and character of the Project to the extent consistent with the Project requirements and sound engineering practices to bring the Project within the Construction Cost limit.
- E. If the Bidding or Negotiating Phase has not commenced within three months after completion of the Final Design Phase, or if industry-wide prices are changed because of unusual or unanticipated events affecting the general level of prices or times of delivery in the construction industry, the established Construction Cost limit will not be binding on ENGINEER, and OWNER shall consent to an adjustment in such Construction Cost limit commensurate with any applicable change in the general level of prices in the construction industry between the date of completion of the Final Design Phase and the date on which proposals or Bids are sought.
- F. If the lowest bona fide proposal or Bid exceeds the established Construction Cost limit, OWNER shall (1) give written approval to increase such Construction Cost limit, or (2) authorize negotiating or rebidding the Project within a reasonable time, or (3) cooperate in revising the Project's scope, extent, or character to the extent consistent with the Project's requirements and with sound engineering practices. In the case of (3), ENGINEER shall modify the Contract Documents as necessary to bring the Construction Cost within the Construction Cost Limit. In lieu of other compensation for services in making such modifications, OWNER shall pay ENGINEER's cost of such services, including the costs of the services of ENGINEER's Consultants, all overhead expenses reasonably related thereto, and Reimbursable Expenses, but without profit to ENGINEER on account of such services. The providing of such services will be the limit of ENGINEER's responsibility in this regard and, having done so, ENGINEER shall be entitled to payment for services and expenses in accordance with this Agreement and will not otherwise be liable for damages attributable to the lowest bona fide proposal or Bid exceeding the established Construction Cost limit.

			This is EXHIBIT G, consisting part of the Agreement betwee for Professional Services data	n OWNER and	
Insuran	ıce			OWNER ENGINEER_	Initial:
Paragraj	ph 6	.05 o	of the Agreement is amended and supplemented to include the following	ng agreement of t	he parties.
G6.05	Ins	uran	се		
A. follows:		e lim	its of liability for the insurance required by paragraph 6.05.A and 6	5.05.B of the Agre	eement are as
	1.	Ву	ENGINEER:		
		a.	Workers' Compensation:	Statu	itory
		b.	Employer's Liability 1) Each Accident: 2) Disease, Policy Limit: 3) Disease, Each Employee:	\$ \$ \$	500,000 500,000 500,000
		c.	General Liability 1) Each Occurrence (Bodily Injury and Property Damage): 2) General Aggregate:	\$ \$	1,000,000 2,000,000
		d.	Excess or Umbrella Liability 1) Each Occurrence: 2) General Aggregate:	\$ \$	4,000,000 4,000,000
		e.	Automobile Liability 1) Bodily Injury: a) Each Accident	\$	
			2) Property Damage:a) Each Accident	\$	
			[or]		
			Combined Single Limit (Bodily Injury and Property Damage):		

f. Other (specify): On all policies except Workers Compensation and Professional Liability - "City of Killeen is named as Additional Insured on the General Liability and Auto Liability policies."

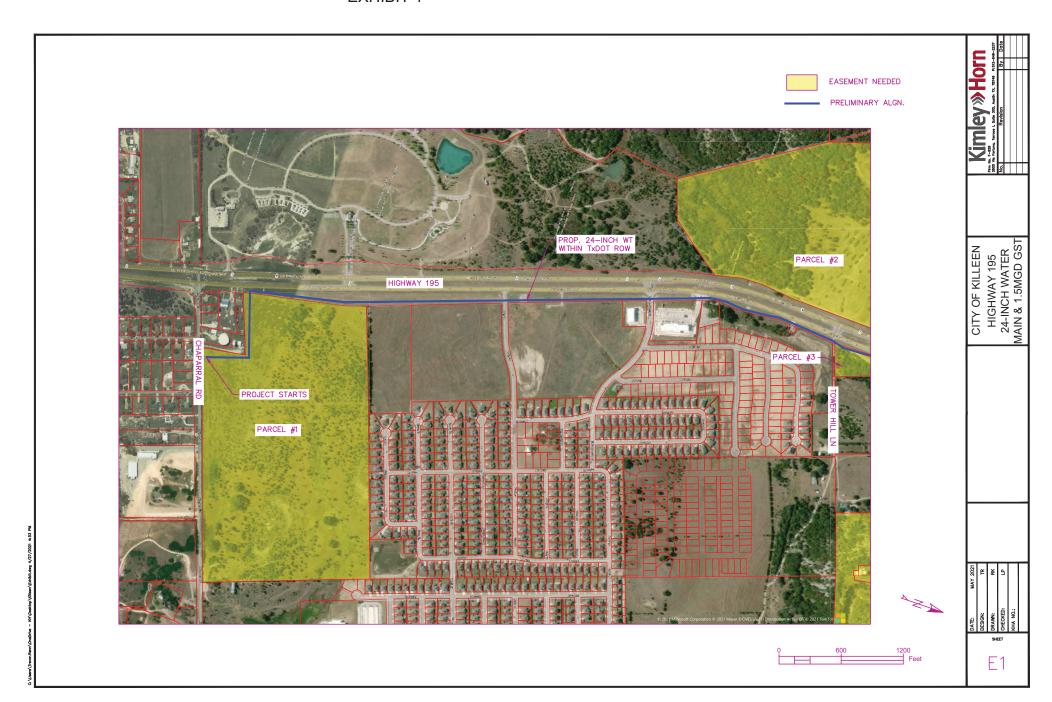
\$

500,000

Each Accident

	part of the Agreement between OWNER and ENGINEER
	for Professional Services dated,
	·
	Initial:
	OWNER
	ENGINEER
Special Provisions	

- None



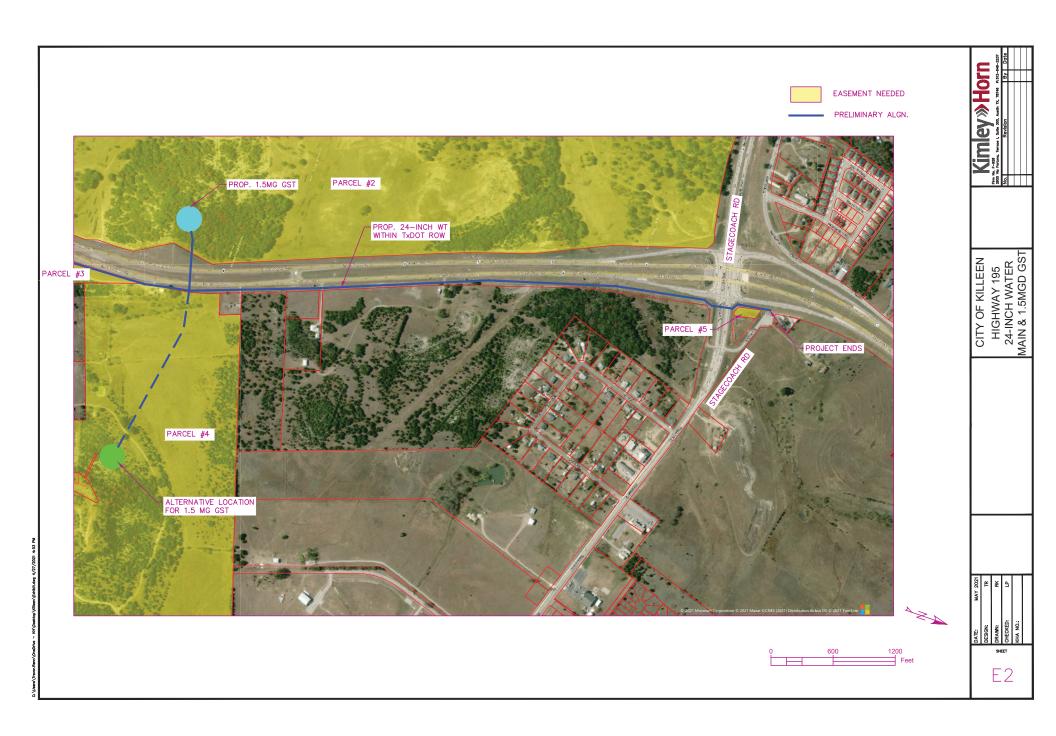
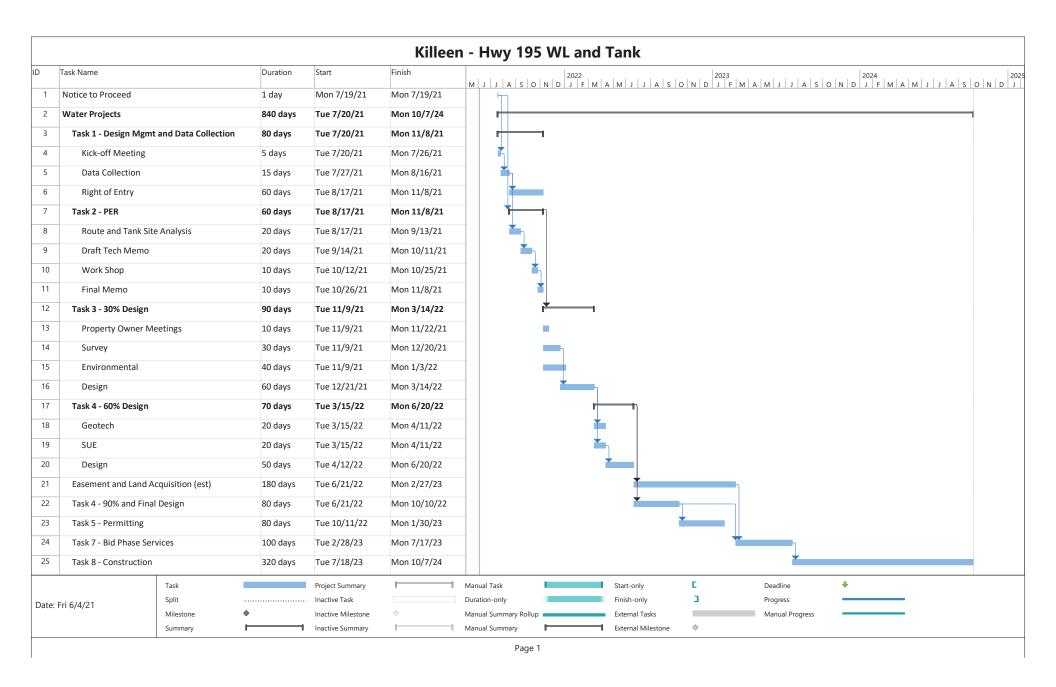


EXHIBIT 2



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.						FICE USE	ONLY OF FILING
1	of business.	untry	/ of the bu	siness entity's p		Certificat 2021-762	e Number: 1897	
	Kimley-Horn and Associates, Inc. Dallas, TX United States					Date File	d:	
2	Name of governmental entity or state agency that is a party to	o the	contract f	or which the forn		06/04/20		
	being filed. City of Killeen				1	Date Ack	nowledged:	
3	Provide the identification number used by the governmental of description of the services, goods, or other property to be prop				r identify t	the contra	act, and prov	ide a
4		T					Nature of	interest
4	Name of Interested Party	- 1	City, State	e, Country (place	of busine	· —	(check ap	· · · · · · · · · · · · · · · · · · ·
M	cEntee, David L	+	Dallas,	ΓΧ United States	.	X	ontrolling	Intermediary
Le	efton, Steve	+	Dallas,	ΓΧ United States	;	X		
FI	anagan, Tammy		Dallas,	ΓX United States	3	Х		
С	ook, Richard N		Dallas,	ΓX United States	3	Х		
		\perp						
5	Check only if there is NO Interested Party.							
6	UNSWORN DECLARATION							
	My name is Sarah Meza			, and m	y date of b	irth is	05/14/19	81
	My address is13455 Noel Road, Suite 700 (street)		,	Dallas (city)	,,(sta	,	75240 (zip code)	US
	I declare under penalty of perjury that the foregoing is true and co	rrect					·	•
			State of _	Texas	_, on the	4th day o	of June	, 20_21
				S-0	M	<i>~</i> ~	(month)	(year)
			Signature	e of authorized age	ant of contr	acting hus	sings entity	
			Signature	or autnonzed age Declar)		acuity bus	onicoo enllity	

PROFESSIONAL SERVICES AGREEMENT FOR THE S.H. 195 WATER LINE AND TANK **PROJECT**

RS-21-111 August 3, 2021

Background and Findings

- The 2019 Water and Wastewater Master Plan includes four projects in the southwest area of the city to store, deliver, and pump water from the new Stillhouse Water Treatment Plant.
- The Chaparral elevated storage tank, pump station, and a portion of the 24-inch S.H. 195 water line are currently under design and construction.
- □ City staff has negotiated a professional services agreement (PSA) with Kimley-Horn for the design and contract administration of the remaining portion of the 24-inch S.H. 195 water line and 1.5-million-gallon water tank in an amount of \$908,088.

- Delay the design and construction of these two projects; this will result in the Upper Pressure Plane being out of Texas Commission on Environmental Quality (TCEQ) compliance regarding elevated storage capacity.
- Reject Kimley-Horn's PSA proposal and begin negotiation with another design firm.
- Authorize the award of a PSA with Kimley-Horn for the design and contract administration of the Highway 195 Water Line and Tank Project.

4

□ Authorize the City Manager to enter into a PSA with Kimley-Horn for the design and contract administration of the Highway 195 Water Line and Tank Project in the amount of \$908,088 and authorize the City Manager, or designee, to execute any and all change orders within the amounts set by State and Local law.



City of Killeen

Legislation Details

File #: RS-21-112 Version: 1 Name: Golf Course Emergency Purchase

Type:ResolutionStatus:ResolutionsFile created:7/19/2021In control:City Council

On agenda: 8/10/2021 Final action:

Title: Consider a memorandum/resolution authorizing emergency purchase of turf for Stonetree Golf

Course in the amount of \$124,265.75.

Sponsors:

Indexes:

Code sections:

Attachments: Staff Report

Memorandum

Certificates of Interested Parties

Presentation

Date Ver. Action By Action Result

8/3/2021 1 City Council Workshop



STAFF REPORT

DATE: August 3, 2021

TO: Kent Cagle, City Manager

FROM: Joe Brown, Executive Director of Recreation Services

SUBJECT: Emergency Purchase for Stonetree Golf Course Turf

BACKGROUND AND FINDINGS:

Killeen experienced Winter Storm Uri in February 2021. As a result, Stonetree Golf Course experienced a massive freeze that affected the greens and fairways. These effects were not seen until the Texas heat hit in late June 2021, leaving the overseed on the greens to die out as planned, but the Bermuda had largely died out. It was at this point a substantial amount of Bermuda was classified as winter kill due to winter storm Uri.

To avoid a negative impact of the golf course's ability to capture revenue and take advantage of the limited resources of turf availability, an emergency purchase was made to renovate the dead turf and re-plant new turf/sprigs. If this purchase was not made, the golf course would not have been able to be renovated and the turf would have stayed dead until June 2022.

Emergency renovations were initiated in accordance with the process provided by the City of Killeen Financial Management Policy and approved by the Assistant City Manager.

This emergency purchase enabled Recreation Services to protect and preserve City property from worsening. Stonetree Golf Course is able to keep the course open for play during these renovations at a reduced rate. The renovations began July 5, 2021 and are expected to be completed September 2021. This emergency renovation process replaced 109,000sf of greens and 80,000sf of collar, tees, and fairways.

The following vendors were used:

Thomas Turfgrass - Sunday Bermuda Sprigs Texas Sports Sands - Golf sand and compost greensmix King Ranch Turfgrass - Replacement of 419 TIF and turf planer to remove dead sections

THE ALTERNATIVES CONSIDERED:

Option 1 - Ratify the expenditures pursuant to the City of Killeen Financial Management Policy, Section VIII (Emergency Purchases).

Option 2 - Choose not to ratify the expenditures pursuant to the City of Killeen Financial Management Policy, Section VIII (Emergency Purchases)

Which alternative is recommended? Why?

Option 1 - Ratify the expenditures pursuant to the City of Killeen Financial Management Policy, Section VIII (Emergency Purchases).

CONFORMITY TO CITY POLICY:

Emergency purchase conforms with City of Killeen Financial Management Policy, Section VIII (Emergency Purchases) and state law.

FINANCIAL IMPACT:

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

FY 2021 financial impact was \$124,265.75

- Fertilizer \$3,396.25
- Sand \$12,937.50
- Grass-Green Sprigs \$59,950.00
- Fairway/Tee Winterkill Sod \$47,982.00

Is this a one-time or recurring expenditure?

One-time

Is this expenditure budgeted?

Yes, funds are available in account 010-3020-424.42-06

If not, where will the money come from?

N/A

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

Yes

RECOMMENDATION:

Recreation Services staff recommends that the City Council ratify the expenditure of funds for the purchase of fertilizer, sand, grass-green sprigs and fairway/tee winterkill sod in the amount of \$124,265.75

DEPARTMENTAL CLEARANCES:

Legal Purchasing Finance

ATTACHED SUPPORTING DOCUMENTS:

Memorandum Certificates of Interested Parties



INTEROFFICE MEMORANDUM

DANIELLE SINGH, ASSISTANT CITY MANAGER To:

Danielle Singh

Digitally signed by Danielle Singh Date: 2021.07.02 11:35:15 -05'00'

CC: JON LOCKE, EXECUTIVE DIRECTOR OF FINANCE

> LORIANNE LUCIANO, DIRECTOR OF **PROCUREMENT** AND CONTRACT

MANAGEMENT

TRACI BRIGGS, CITY ATTORNEY

FROM: JOE BROWN, EXECUTIVE DIRECTOR OF RECREATION SERVICES

Digitally signed by Joe Joe Brown Brown Date: 2021,07.02

DATE: July 1, 2021

SUBJECT: Stonetree Golf Club Emergency Purchase Request

Based on our Financial Management Policies, Recreation Services is officially notifying City Management of the need to create and establish an Emergency Purchase Order as outlined below. The recent identification of severe damages to the golf course turf is the reason for this request to include the time window we are currently in to renovate the dead turf and re-plant new turf/sprigs. We need to utilize our current growing season window for the new planting to establish before winter. This issue is compounded with turf availability within our region being extremely scarce. If we don't replace the dead turf now, we will have mostly dead greens and fairways through the remainder of this playing season through the fall and won't be able to replace the dead turf until June 2022 on the property. This will negatively impact our ability to capture revenue.

Stonetree Golf Club (SGC) will be undergoing the following renovations:

- 1. Two weeks ago, the Texas summer heat hit our area, leaving the overseed on the greens to die out and the Bermuda to come through. However, a substantial amount of the Bermuda is dead (classified as "winter kill") due to the winter storm Uri we had back in February. We have made the decision to sprig all greens with Sunday Bermuda. This process will start and end the week of July 5th. We will be on temporary greens at least through the month of July.
 - a. We will be sprigging 109,000sf of greens
 - i. Every green on the course minus #10
 - b. We will be re-sodding 80,000sf of Tif 419
 - i. Collar, tees, and fairways
 - ii. Sod removal of dead sod
- 2. Half of the fairways at Stonetree are a hybrid Bermuda grass and the other half are Common Bermuda. We will be matching up all fairways to a hybrid Bermuda with this sprigging process, which was approved through the Capital Improvements Program for this FY, scheduled to be renovated this July.
 - a. The first five fairways on the back nine will start and end the week of July
 - b. The fairways on the front nine will start and end the week of August 2nd



3. For the first month (July), only the front nine will be open, due to greens and fairway renovations taking place at the same time. We will open both nines once the greens have healed on the back nine. Once the front nine fairway sprigging begins in August, we will close the front nine for a couple days. We are estimating that the golf course will be open without any temporary course modifications NLT mid-September 2021.

Winter Kill Recovery quantity:

Winter Kill Recovery	Cost/unit	Units	Total
Fertilizer Cost	\$1,642.00	2.49	\$4,088.58
Sand	\$53.00	250	\$13,250.00
Grass-Green Sprigs	\$.55	109,000	\$59,950.00
FW/Tee Winterkill Sod			\$47,982.00
TOTAL			\$125,270.58

Staff has created a renovation process, which prevents us from closing the course down, while at the time reducing rates during this time. The rate changes below will start July 5th and run through the end of the renovation.

Standard Rate	Rate with Cart	Reduced Rate
Weekday Rack	\$38.50	\$26.00
Weekday Senior	\$33.50	\$23.00
Weekday Twilight	\$26.00	\$18.00
Weekday Senior Twilight	\$21.00	\$14.00
Weekend Rack	\$46.50	\$32.00
Weekend Twilight	\$35.00	\$25.00
	Rate with Cart	Reduced Rate
Weekday Rate	\$38.50	\$26.00
Weekday Senior	\$33.50	\$23.00
Weekday Twilight	\$26.00	\$18.00
Weekday Senior	\$21.00	\$14.00
Twilight		
Weekend Rate	\$46.50	\$32.00



We look forward to playing on our new greens and fairways in August. Thank you for your consideration,

Joe Brown Digitally signed by Joe Brown Date: 2021.07.02 11:12:37 -05'00'

Joe Brown

Executive Director of Recreation Services

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.		N		OFFICE USE			
1	Name of business entity filing form, and the city, state and country of the business entity's place of business. Thomas Turfgrass Wharton, TX United States				Certificate Number: 2021-781761 Date Filed:			
2	Name of governmental entity or state agency that is a party to the being filed. City of Killeen	overnmental entity or state agency that is a party to the contract for which the form is				21/2021 re Acknowledged:		
3	Provide the identification number used by the governmental enti- description of the services, goods, or other property to be provided 1486502 Sunday Bermuda Sprigging Install	ity or state agency to ded under the contrac	track or identify t.	the co	ntract, and prov	vide a		
4	Name of Interested Party	City, State, Country	(place of busin					
St	tonetree Golf Club	Killeen, TX United	d States		Controlling	Intermediary X		
				\dashv				
				-				
				+				
5	Check only if there is NO Interested Party.							
6	UNSWORN DECLARATION							
	My name is		and my date of	birth is _		·		
	My address is(street)	,(city)	(st	ate)	(zip code)	., (country)		
I declare under penalty of perjury that the foregoing is true and correct. Executed in Whatley county, State of Local, on the 2/ day of July								
	Executed in							
	Signature of authorized agent of contracting business entity							
	(Declarant)							

FORM 1295

, i Wijeri i				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.	arties.	1 2000	OFFICE USI								
Name of business entity filing form, and the city, state and country of the business entity's place of business. Texas Sports Sands Garland, TX United States Name of governmental entity or state agency that is a party to the contract for which the form is being filed.			Certificate Number: 2021-782002 Date Filed: 07/22/2021 Date Acknowledged:								
							City of Killeen (Stonetree Golf Course)		1111		
							Provide the identification number used by the government description of the services, goods, or other property to SGC Emer Pur - freeze 3020 4400sa-TR-S07 (Superior Golf Sand - SSAN) and 3	be provided under the contract.		ntract, and pro	vide a
Name of Interested Party	City, State, Country (place of busin	ness)	(check a	Nature of interest (check applicable)							
Texas Sports Sands	Garland, TX United States		Controlling	Intermediary							
Texas Sports Sarius	Curtain, 177 Office Otates	2									
		SHI Y									
			67								
		3 5 4 5									
5											
5 Check only if there is NO Interested Party.											
My name is Michae / Potts	, and my date of	f birth is	09/20/	11969							
My address is 702 Fasy 57 (street)	Garland (city)	7χ , state)	75042 (zip code)	, Dallas. (country)							
I declare under penalty of perjury that the foregoing is true	and correct.										
Executed in Dullas	County, State of, on the	22	lay of July	, 20 2/ (year)							
	With How										
	Signature of authorized agent of col	ntracting	business entity								

FORM **1295**

1 of 1

								1011	
		L - 4 and 6 if there are interested parties. L, 2, 3, 5, and 6 if there are no interested				CEF	OFFICE US	E ONLY N OF FILING	
1	Name of busine of business.	usiness entity filing form, and the city, state and country of the business entity's place				Certificate Number:			
	King Ranch Tu	ırfarass. LP				2021	-784977		
	-	X United States				Date	Filed:		
2	Name of govern	nmental entity or state agency that is	a party to th	e contract for which	the form is	07/30	0/2021		
	being filed.								
	City of Killeen					Date	Acknowledged	:	
3		ntification number used by the gover he services, goods, or other property				the co	ontract, and pro	ovide a	
	SGC Emer Pu	r - Freeze 3020							
	sod								
				I			Nature	of interest	
4		Name of Interested Party		City. State. Country	v (place of busin	ess)		applicable)	
				City, State, Country (place of busine			Controlling	Intermediary	
							<u> </u>	<u> </u>	
5	Check only if th	nere is NO Interested Party.							
6	UNSWORN DEC	CLARATION							
	My name is	Amy Wallace			, and my date of	birth is	01/19/197	9	
		106 N Dennis St		Wharton	T		77488	US	
	iviy address is	(street)		,(city)	,,, (st	ate)	(zip code)	(country)	
	I declare under r	penalty of perjury that the foregoing is tru	ue and corre	et.					
						30+L	Inde	21	
	Executed in	Wharton	Count	y, State of	, on the	c	lay of	, 20	
	Executed in Wharton County, State of Tx, on the $30th$ day of $30th$ day of $30th$ (wear).) (year)		
		Signature of authorized agent of contracting business entity (Declarant)					/		
					(= 00.aram)				



EMERGENCY PURCHASE STONETREE GOLF COURSE TURF

Background and Findings

- Winter Storm Uri hit Killeen, Texas February 2021 resulting in significant winter kill of Bermuda
 - Seasonal rye grass died out as warmer weather arrived/staff identified substantial winter kill throughout the course
- Severe damages were identified during the narrow growing season window to renovate the dead turf and re-plant new turf/sprigs
- We replaced 109,000sf of greens and 80,000sf of collar, tees and fairways through this process



- If renovations were not performed now, it would have been delayed until June 2022, negatively impacting Stonetree Golf Course's ability to capture revenue
- Renovations began July 5, 2021
 - Golf course is estimated to be back at 18 holes by midlate August
 - Golf course is estimated to be back playable at prestorm damage levels by September 3, 2021

Alternative to Consider

 Option 1 – Ratify the expenditures pursuant to the City of Killeen Purchasing Policy, Section VIII (Emergency Purchases) totaling \$124,265.75 5

□ Staff recommends that the City Council ratify the expenditure of funds for the purchase of fertilizer, sand, sod-grass, sprigs and fairway/tees to replace winterkill sod for the total purchase price of \$124,265.75



City of Killeen

Legislation Details

File #: RS-21-113 Version: 1 Name: Replacement Mobile Data Terminals

Type:ResolutionStatus:ResolutionsFile created:7/22/2021In control:City Council

On agenda: 8/10/2021 Final action:

Title: Consider a memorandum/resolution authorizing the procurement of replacement mobile data

terminals (MDT) for the Police Department from GTS Technology Solutions in an amount not to

exceed \$86,929.

Sponsors: Information Technology Department, Police Department

Indexes:

Code sections:

Attachments: Staff Report

Quote

Certificate of Interested Parties

Presentation

Date Ver. Action By Action Result

8/3/2021 1 City Council Workshop



STAFF REPORT

DATE: August 3, 2021

TO: Kent Cagle, City Manager

FROM: Willie Resto, Executive Director of Information Technology

SUBJECT: Mobile Data Terminals (MDT) Replacements

BACKGROUND AND FINDINGS:

The Killeen Police Department has been using Mobile Data Terminals (MDT) for many years. The MDT has become a mission critical system for the police department in providing access to law enforcement systems for patrol officers as well as for automatic vehicle location. A recent Criminal Justice Information System (CJIS) audit identified that several MDT's running Windows 7 are not in compliance with Department of Public Safety security requirements and can no longer be used to access the state system.

Staff recommends equipping 25 patrol units with new Dell Windows 10 ruggedized tablets.

THE ALTERNATIVES CONSIDERED:

- 1. Authorize the purchase of equipment.
- 2. Do not authorize the purchase of the equipment.

Which alternative is recommended? Why?

Authorize the purchase of 25 MDT's from GTS Technology Solutions to replace non-compliant equipment.

CONFORMITY TO CITY POLICY:

The Information Technology Department is seeking approval to purchase MDT replacements from GTS Technology Solutions utilizing the Texas Department of Information Resources cooperative contracts TSO-3763 and CPO-4751. Purchases made through a cooperative contract are exempt from the competitive bidding process as stated in Texas Local Government Code (TLGC) section 271.102, subchapter F; a local government that purchases goods or services under this subchapter satisfies any state law requiring the local government to seek competitive bids for the purchase of goods or services.

FINANCIAL IMPACT:

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

The amount of the expenditures in the current year is not to exceed \$86,929.

Is this a one-time or recurring expenditure?

One-time

Is this expenditure budgeted?

Yes, funds are available in account 010-6050-441.46-40.

If not, where will the money come from?

N/A

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

Yes

RECOMMENDATION:

Staff recommends that City Council approve the procurement of replacement MDT's from GTS Technology Solutions using the Texas Department of Information Resources cooperative contracts TSO-3763R and CPO-4751 in an amount not to exceed \$86,929 and that the City Manager, or designee, be expressly authorized to execute any and all change orders within amounts set by state and local law.

DEPARTMENTAL CLEARANCES:

Finance Legal

ATTACHED SUPPORTING DOCUMENTS:

Quote

Certificate of Interested Parties



GTS Technology Solutions, Inc. 9211 Waterford Centre Blvd Suite 275 Austin, TX, 78758

Austin, 1X, 78758 Phone: (512) 452-0651

Quote

Quote #: QT0073557
Date: 7/23/2021

Delivery Date:

 Expire Date:
 8/22/2021

 Customer ID:
 TXKLLN13004

 Sales Contact:
 Jonathan Wey

QUO	TE FOR:			SHIF	то:			
City	of Killeen			City	of Killeen			
	CUSTOMER P.O. NO.		TERMS			SALE	SREP	
			Net 30 Days			Tanne	r Funke	
		s	HIPPING TERMS			SHII	PVIA	
NO.	ITEM		CONTRACT		QTY.	UOM	PRICE	EXTENDED PRICE
1	210-ATEF: Dell Latitude 7220 Ruç	gged, CTO	DIR-TSO-3763	3-R	25.00	EACH	\$3,031.33	\$75,783.25

NOTE: Dell Latitude 7220 Rugged, CTO

8th Generation Intel Core i5-8365U Processor (4 Core,6MB Cache,1.6GHz,15W)

Windows 10 Pro English, French, Spanish

Microsoft(R) Office Home and Business 2019 - Includes Outlook Adobe Acrobat 2020 Standard

Intel Core i5-8365U with u-blox NEO-M8 GPS card 8GB Memory No Out-of-Band Systems Management - vPro Disabled

8GB 2133MHz LPDDR3 Memory

M.2 512GB PCIe NVMe Class 40 Solid State Drive

11.6", FHD (1920 x 1080), 1000 Nit Outdoor-Readable, AG/AS/AP, Glove-Capable Touchscreen

Intel Wi-Fi 9560 Driver with Bluetooth

Intel Dual Band Wireless AC 9560 (802.11ac) 2x2

DW5821E Snapdragon X20 4G/LTE Wireless WAN card for Verizon (Windows 10)

Dell WWAN Bracket Bar for Rugged

2-cell 34wH) Lithium Ion Primary Battery

90 Watt AC Adapter

No Security Software

No Media

US Power Cord

Latitude Rugged 7220 Getting Started Guide

US Order

No Carrying Case

No Secondary Battery

SERI Guide (ENG/FR/Multi)

Custom Configuration

System Regulatory Label

Regulatory Label (WWAN)

Windows 10 Additional Software

Shipping Material, Shuttle

Directship Info Mod

No Option Included

No Mouse

No Removable CD/DVD Drive

ENERGY STAR Qualified

BTO Standard shipment Air

No UPC Label

5 MP HD IR webcam /8 MP rear camera with Flash and Dual Microphone

WLAN/WWAN Chassis No NFC

Connector for I/O Expansion

Continued... Page: 1 of 2



GTS Technology Solutions, Inc. 9211 Waterford Centre Blvd Suite 275 Austin, TX, 78758

Austin, 1X, 78758 Phone: (512) 452-0651

NOTE: MSRP \$99.99

Quote

Quote #: QT0073557
Date: 7/23/2021

Delivery Date:

Expire Date:8/22/2021Customer ID:TXKLLN13004Sales Contact:Jonathan Wey

QUO	TE FOR:		SHIP T	0:					
City	of Killeen		City of	City of Killeen					
	CUSTOMER P.O. NO.	TI	ERMS		SALES	S REP			
		Net	30 Days		Tanner	Funke			
		SHIPPI	NG TERMS		SHIP	VIA			
NO.	ITEM		CONTRACT	QTY.	UOM	PRICE	EXTENDED PRICE		
	Mini Serial Port								
	Hazardous Locations Certif	ication							
	No Security								
	No AutoPilot								
	No Removable CD/DVD Di		2 Year Extended ProSuppo	rt Dluc: Novt Bucir	occ Day Oncita	2 Voors			
	Dell Limited Hardware War		• •	it Flus. Next busii	less Day Offsite	, o rears			
	Dell Limited Hardware War	•	car(o)						
		,	e, 5 Years ProSupport Plus:	Keep Your Hard D	rive, 5 Years				
	ProSupport Plus: 7x24 Tec			·					
	Thank you for choosing De	II ProSupport Plus	s. For tech support, visit www	v.dell.com/contacto	dell or call 1-866	-516-3115			
	MSRP \$5125.71								
2	IK-DELL-AT: iKey IP65 attachable k the Dell Latitude 12 Rugged Extrem		DIR-CPO-4751	25.00	EACH	\$323.89	\$8,097.25		
	NOTE: MSRP \$395.00								
3	750-ADFG: Dell Rotating Hand Stra Rugged Extreme Tablets NOTE: MSRP \$29.99	o for	DIR-TSO-3763-R	25.00	EACH	\$26.95	\$673.75		
4	450-AELT: Kit - Dell 90W AutoAir Ad	dapte	DIR-TSO-3763-R	25.00	EACH	\$94.99	\$2,374.75		

-				
	Total Weight (EACH):	0	Sales Total:	\$86,929.00
	Total Volume (EACH):	0	Freight & Misc.:	\$0.00
	T include taxes, insurance, shipping, delivery, setup fees, or any cables or cabling services ifically listed above. All prices are subject to change without notice. Supply subject to	or	Tax Total: Total (USD):	\$0.00 \$86,929.00



No Israel Boycott Certification

Texas Government Code, Chapter 2270, provides that a governmental entity – including a city – may not enter into certain contracts with a company for goods or services unless the contract contains a written verification that the company does not boycott Israel and will not boycott Israel during the term of the contract. The verification is specifically required when a governmental entity 1) enters into a contract with a company with ten (10) or more full-time employees, <u>and</u> 2) the contract is valued at \$100,000 or more to be paid wholly or partly from public funds.

"Boycott Israel" is defined in Texas Government Code 808.001 to mean refusing to deal with, terminating business activities with, or taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

By signing below, I verify that the company listed below does not boycott Israel and

Date

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

_					
	Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.			OFFICE USE	
1	Name of business entity filing form, and the city, state and country of business.			ficate Number: 781665	
	GTS Technology Solutions, Inc.		2021	-101000	
	Austin, TX United States			Filed:	
2	Name of governmental entity or state agency that is a party to the being filed.	contract for which the form is	07/21	1/2021	
	City of Killeen		Date Acknowledged:		
	ony or range.		l .	- ,	
3	Provide the identification number used by the governmental entity description of the services, goods, or other property to be provided		the co	ontract, and prov	vide a
	QT0073440				
	Latitude Rugged Laptops				
4				Nature of	
	Name of Interested Party	City, State, Country (place of busine	:ss)	(check ap	
			-	Controlling	Intermediary
Gı	rant, Laura	Austin, TX United States		Χ	
Γ				,	,
\vdash			$\overline{}$		*
L			\dashv		
L				1 % ()	
L					
-					
1					
5	Check only if there is NO Interested Party.				
6	UNSWORN DECLARATION				
	My name is Britta Butler	, and my date of b	oirth is	6/7/1975	
	My address is9211 Waterford Centre Blvd, Ste. 275	, Austin, TX		78758	_, <u>US</u> .
	(street)	(city) (sta	ate)	(zip code)	(country)
	I declare under penalty of perjury that the foregoing is true and correct.				
	Executed in <u>Travis</u> County	state of Texas of the 2	<u>21st_</u> d	day of <u>July</u>	, 20_21/.
				(month)	(year)
		Myla 2	/		
		Signature of authorized agent of contr	racting	business entity	
	그는 그 그는 그는 그는 그는 그들이 그를 가는 그를 모으는 그를 다시 모든 사람들이 되었다.	(Declarant)	ro P	SERVER SEVER	골목 막아라고 뭐다



PATROL UNIT MOBILE DATA TERMINALS

RS-21-113 August 3, 2021

Background

- The Killeen Police Department has been using Mobile Data Terminals (MDT) for many years
- The MDT has become a mission critical system for the police department in providing access to law enforcement systems for patrol officers
- A recent Criminal Justice Information System (CJIS) audit identified that several MDT's running Windows 7 are not in compliance and can no longer be used to access the state system.

- GTS Technology Solutions pricing is through the Texas
 Department of Information Resources contracts TSO-3763 and
 CPO-4751
- 25 patrol unit computers will be replaced with Dell 7220 rugged tablet
- Cost of equipment removal and installation is not to exceed \$86,929

- Do not authorize the purchase of replacement patrol unit mobile data terminals
- Authorize the anticipated expenses not to exceed \$86,929 of mobile data terminals using the Texas DIR contract TSO-3763 and CPO-4751

Recommendation

Staff recommends that the City Manager or his designee be authorized to execute the purchase of patrol unit mobile data terminals from GTS Technology Solutions, a valued added reseller through the Texas DIR purchasing cooperative not to exceed \$86,929



City of Killeen

Legislation Details

File #: RS-21-114 Version: 1 Name: Reschedule Council Meetings

Type: Status: Resolutions Resolution File created: 7/13/2021 In control: City Council

On agenda: 8/10/2021 Final action:

Title: Consider a memorandum/resolution rescheduling the City Council meetings for October, November,

and December 2021.

City Manager Department, City Council Sponsors:

Indexes:

Code sections:

Attachments: **Staff Report**

> **Current Meeting Schedule Proposed Meeting Schedule**

Date	Ver.	Action By	Action	Result
8/3/2021	1	City Council Workshop		

8/3/2021 City Council Workshop





DATE: August 3, 2021

TO: Kent Cagle, City Manager

FROM: Judy Paradice, City Manager's Office

SUBJECT: Reschedule October, November, and December City Council Meetings

BACKGROUND AND FINDINGS:

Section 34 of the City Charter provides that the City Council shall meet regularly, but not less frequently than twice a month. Historically, the City Council has scheduled these two meetings for the second and fourth Tuesdays of the month.

The national Association of the United States Army (AUSA) meeting occurs in October each year leaving the City Council with a lack of a quorum for scheduled meetings. This year's AUSA meeting occurs the second week of October.

The holidays in November and December create possible quorum issues due to travel.

THE ALTERNATIVES CONSIDERED:

Which alternative is recommended? Why?

The alternative considered for the October meeting is to move the October 12 Regular Meeting back one week to October 19 and have the scheduled Workshop Meeting after the Regular Meeting.

OCTOBER

Current Meeting Schedule	Proposed Meeting Schedule
October 5, 2021 - Workshop Meeting	October 5, 2021 - Workshop Meeting
October 12, 2021 - Regular Meeting	October 12, 2021 - No Meeting
October 19, 2021 - Workshop Meeting	October 19, 2021 - Regular Meeting and Workshop
October 26, 2021 - Regular Meeting	October 22, 2021 - Regular Meeting

The fourth Tuesday of November falls during the week of Thanksgiving. The fourth Tuesday in December falls immediately after the Christmas holiday. It is recommended that the second regular City Council meeting of November be held on November 16, 2021, and the second regular meeting of December be held on December 14, 2021.

NOVEMBER

Current Meeting Schedule	Proposed Meeting Schedule			
November 2, 2021 - Workshop Meeting	November 2, 2021 - Workshop Meeting			
November 9, 2021 - Regular Meeting	November 9, 2021 - Regular Meeting and Workshop			

November 16, 2021 - Workshop Meeting	November 16, 2021 - Regular Meeting
November 23, 2021 - Regular Meeting	November 23, 2021 - No Meeting
November 30, 2021 - No Meeting	November 30, 2021 - Workshop Meeting

DECEMBER

Current Meeting Schedule	Proposed Meeting Schedule
December 7, 2021 - Workshop Meeting	December 7, 2021 - Regular Meeting and Workshop
December 14, 2021 - Regular Meeting	December 14, 2021 - Regular Meeting
December 21, 2021 - Workshop Meeting	December 21, 2021 - No Meeting
December 28, 2021 - Regular Meeting	December 28, 2021 - No Meeting

CONFORMITY TO CITY POLICY:

Conforms to Section 34 of the City Charter.

FINANCIAL IMPACT:

What is the amount of the expenditure in the current fiscal year? For future years? $\ensuremath{\mathsf{N/A}}$

Is this a one-time or recurring expenditure? N/A

Is this expenditure budgeted?

N/A

If not, where will the money come from?

N/A

Is there a sufficient amount in the budgeted line-item for this expenditure? $\ensuremath{\text{N/A}}$

RECOMMENDATION:

City staff recommends the first regular City Council meeting of October be held on October 19, 2021, the second regular City Council meeting of November be held on November 16, 2021, the first regular meeting of December be held on December 7, 2021, and the second regular meeting of December be held on December 14, 2021.

DEPARTMENTAL CLEARANCES:

Legal

ATTACHED SUPPORTING DOCUMENTS:

Current Meeting Schedule Proposed Meeting Schedule

CURRENT SCHEDULE

OCTOBER 2021

SUN	мом	TUE	WED	THU	FRI	SAT
					1	2
3	4	Workshop Meeting 5	TML Conference 6	TML Conference 7	TML Conference 8	AUSA 9
AUSA 10	AUSA 11	Regular Meeting AUSA 12	AUSA 13	14	15	16
17	18	Workshop Meeting 19	20	21	22	23
24	25	Regular Meeting 26	27	28	29	30
31				,		

CURRENT SCHEDULE

NOVEMBER 2021

SUN	MON	TUE	WED	THU	FRI	SAT
		Workshop Meeting				
	1	2	3	4	5	6
		Regular Meeting		Veterans Day		
7	8	9	10	11	12	13
		Workshop Meeting	30	a "		
14	15	16	17	18	19	20
		Regular Meeting		Thanksgiving		
21	22	23	24	25	26	27
		No Meeting 5th Tuesday				
28	29	30				

CURRENT SCHEDULE

DECEMBER 2021

SUN	MON	TUE	WED	THU	FRI	SAT
			1	2	3	4
		Workshop Meeting				
5	6	7	8	9	10	11
		Regular Meeting			Ξ	
12	13	14	15	16	17	18
		Workshop Meeting			Christmas Eve	Christmas Day
19	20	21	22	23	24	25
		Regular Meeting			New Year's Eve	
26	27	28	29	30	31	

PROPOSED SCHEDULE

OCTOBER 2021

SUN	MON	TUE	WED	THU	FRI	SAT
					1	2
3	4	Workshop Meeting 5	TML 6	TML 7	TML 8	AUSA 9
AUSA 10	AUSA 11	No Meeting AUSA 12	AUSA 13	14	15	16
17	18	Regular Meeting and Workshop Meeting 19	20	21	22	23
24	25	Regular Meeting 26	27	28	29	30
31				,		

PROPOSED SCHEDULE

NOVEMBER 2021

SUN	МОИ	TUE	WED	THU	FRI	SAT
		Workshop Meeting				
	1	2	3	4	5	6
	-	Regular Meeting and Workshop		Veterans Day		
7	8	9	10	11	12	13
		Regular Meeting		a "		
14	15	16	17	18	19	20
		No Meeting		Thanksgiving		
21	22	23	24	25	26	27
		Workshop Meeting				
28	29	30				

PROPOSED SCHEDULE

DECEMBER 2021

SUN	MON	TUE	WED	THU	FRI	SAT
			1	2	3	4
5	6	Regular Meeting and Workshop Meeting 7	8	9	10	11
		Regular Meeting			=	
12	13	14	15	16	17	18
		No Meeting			Christmas Eve	Christmas Day
19	20	21	22	23	24	25
		No Meeting			New Year's Eve	
26	27	28	29	30	31	



City of Killeen

Legislation Details

File #: PH-21-037 Version: 1 Name: FLUM 21-04

Type: Ordinance/Public Hearing Status: Public Hearings

File created: 6/23/2021 In control: City Council

On agenda: 8/10/2021 Final action:

Title: HOLD a public hearing and consider an ordinance requested by Johnson-Bell Investments, L.L.C.,

(Case #FLUM21-04) to amend the Comprehensive Plan's Future Land Use Map (FLUM) from a 'General Residential' (GR) designation to a 'General Commercial' (GC) designation for approximately 0.53 acre, being Lot 1, Block 1, Lee Residential Addition. The property is locally addressed as 5102

Cinch Drive, Killeen, Texas.

Sponsors: Development Services

Indexes:

Code sections:

Attachments: Staff Report

Maps
Minutes
Ordinance
Presentation

Date Ver. Action By Action Result

8/3/2021 1 City Council Workshop



STAFF REPORT

DATE: August 3, 2021

TO: Kent Cagle, City Manager

FROM: Tony McIlwain, Exec. Director of Development Services

SUBJECT: FLUM CASE #21-04: 'General Residential' (GR) to 'General Commercial'

(GC)

BACKGROUND AND FINDINGS:

This request, submitted by Johnson-Bell Investments, L.L.C., (Case #FLUM21-04) is to amend the Comprehensive Plan's Future Land Use Map (FLUM) from a 'General Residential' (GR) designation to a 'General Commercial' (GC) designation for approximately 0.53 acre. The applicant intends to open an emergency children's shelter for children who are in the custody of Child Protective Services (CPS), ages 5-17 years of age.

Zoning / Plat Case History:

The property was rezoned from "B-5" (Business District) to "R1-A" (Single-Family Garden Home Residential District) on December 15, 2009. The property was platted as Block 1, Lot 1, Lee Residential Addition, on January 10, 2010.

Character of the Area:

The surrounding area is made up of a mix of residential and commercial properties. Adjacent land uses are as follows:

North: Undeveloped property zoned "B-5" (Business District) and "B-C-1" (General Business and Alcohol Sales District).

South: Undeveloped property zoned "B-5" (Business District).

East: Undeveloped property zoned "B-5" (Business District).

West: Existing single-family residential properties zoned "R1-A" (Single-Family Garden Home

Residential District).

Future Land Use Map Analysis:

This property is designated as 'General Residential (GR) on the Future Land Use Map (FLUM) of the Comprehensive Plan.

The 'General Residential' (GR) designation encourages the following development types:

- Detached residential dwellings as a primary focus;
- Attached housing types subject to compatibility and open space standards (e.g., duplexes, townhomes, patio homes);
- Planned developments, potentially with a mix of housing types and varying densities, subject to compatibility and open space standards;

- Public/ institutional; and
- Parks and public spaces.

If approved, the 'General Commercial' (GC) designation encourages the following development types:

- Wide range of commercial retail and service uses at varying scales and intensities;
- Office (both large and/or multi-story buildings and small-scale office uses);
- Public/ institutional; and
- Parks and public spaces.

A concurrent zoning application to rezone the property from "R1-A" (Single-Family Garden Home Residential District) to "B-3" (Local Business District) has been submitted by the applicant.

Staff Findings:

Staff finds that the subject property would be suitable for a commercial development similar to the proposal submitted by the applicant. The request would affect approximately 0.53 acre and is considered a small-scale amendment. Staff finds that the request to amend the FLUM from 'General Residential' (GR) to 'General Commercial' (GC) is appropriate at this location.

There are no known environmental constraints for these lots. The lots are not within any FEMA regulatory Special Flood Hazard Area (SFHA) and there are no known wetlands on or adjacent to the parcel.

Public Notification:

Staff mailed courtesy notices to twenty-seven (27) surrounding property owners regarding this request. Of those property owners notified, seven (7) reside outside of Killeen.

THE ALTERNATIVES CONSIDERED:

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

- Disapprove the applicant's FLUM amendment request; or
- Approve the applicant's FLUM amendment request.

Which alternative is recommended? Staff recommends approval of the applicant's request.

Why? Staff finds that the request to amend the FLUM from 'General Residential' (GR) to 'General Commercial' (GC) is appropriate in this location.

CONFORMITY TO CITY POLICY:

This request conforms to the City's policy and procedures as detailed in Chapter 31 of the City of Killeen Code of Ordinances.

FINANCIAL IMPACT:

What is the amount of the expenditure in the current fiscal year? For future years? The proposed FLUM amendment does not involve the expenditure of City funds.

Is this a one-time or recurring expenditure?

This is not applicable.

Is this expenditure budgeted?

This is not applicable.

If not, where will the money come from?

This is not applicable.

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

This is not applicable.

RECOMMENDATION:

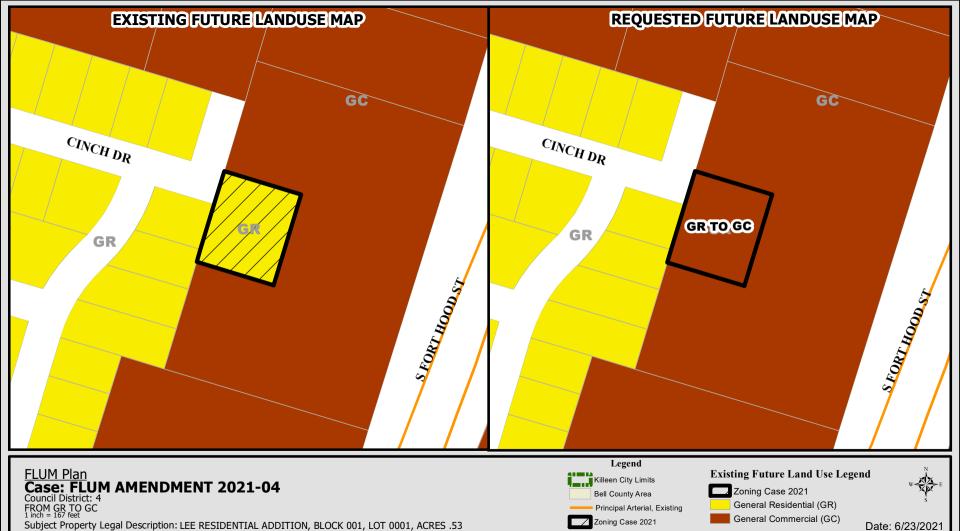
At their regular meeting on July 19, 2021, the Planning and Zoning Commission recommended approval of the applicant's request by a vote of 5 to 0.

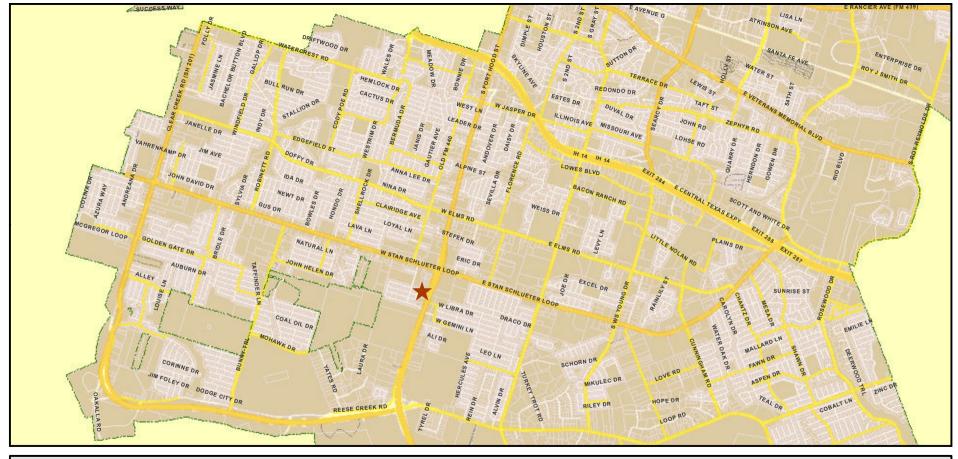
DEPARTMENTAL CLEARANCES:

This item has been reviewed by the Planning and Legal staff.

ATTACHED SUPPORTING DOCUMENTS:

Maps Minutes Ordinance





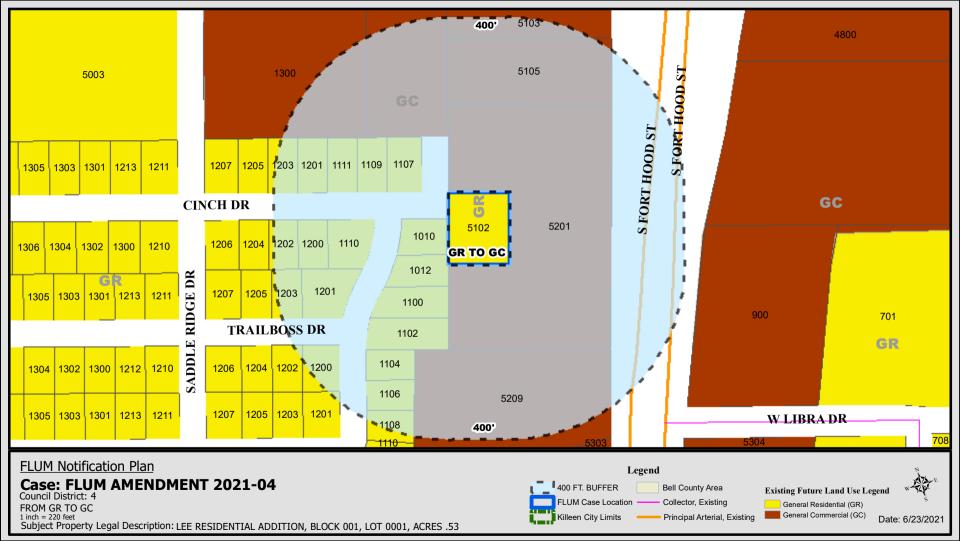
Case: FLUM AMENDMENT 2021-04

Council District: 4 FROM GR TO GC

Subject Property Legal Description: LEE RESIDENTIAL ADDITION, BLOCK 001, LOT 0001, ACRES .53







MINUTES PLANNING AND ZONING COMMISSION MEETING JULY 19, 2021

CASE #FLUM21-04 'GR' to 'GC'

HOLD a public hearing and consider a request submitted by Johnson-Bell Investments, LLC, (Case #FLUM21-04) to amend the Comprehensive Plan's Future Land Use Map (FLUM) from a 'General Residential' (GR) designation to a 'General Commercial' (GC) designation for approximately 0.53 acre, being out of the Lee Residential Addition, Block 001, Lot 0001. The property is locally addressed as 5102 Cinch Drive, Killeen, Texas.

Ms. Meshier briefed the Commission regarding the applicant's request. She stated that staff recommended approval of the request.

The applicant, Ms. Sarah Johnson, as was present to represent the case.

Vice Chairman Minor opened the public hearing. With no one wishing to speak, the public hearing was closed.

Commissioner Alvarez made a motion to approve the applicant's request Commissioner Ploeckelmann seconded, and the motion passed by a vote of 5 to 0.

ORDINANCE

AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN'S FUTURE LAND USE MAP TO CHANGE LOT 1, BLOCK 1, LEE RESIDENTIAL ADDITION, FROM A 'GENERAL RESIDENTIAL' DESIGNATION TO A 'GENERAL COMMERCIAL' DESIGNATION; 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 request from Johnson-Bell Investments, LLC, for a revision to the Future Land Use Map (FLUM) of the Comprehensive Plan, to change the 'General Residential' designation to a 'General Commercial' designation, said property being legally described as Lot 1, Block 1, Lee Residential Addition; said revision having been duly presented and recommended for approval by the Planning and Zoning Commission of the City of Killeen on the 19th day of July 2021, 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 10th day of August 2021, 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 future land use designation of Lot 1, Block 1, Lee Residential

Addition, be amended from an 'General Residential' designation to a 'General Commercial'

designation.

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 10th day of August 2021, at which meeting a quorum was present, held in

accordance with the provisions of V.T.C.A., Government Code, §551.001 et seq.

APPRO	VED:
Jose L. S	Segarra, MAYOR

ATTEST:

Lucy C. Aldrich, CITY SECRETARY

APPROVED AS TO FORM

Traci S. Briggs, City Attorney

Case #: FLUM 21-04

Ord#: 21-



CASE #FLUM21-04: 'GR' TO 'GC'

Case #FLUM21-04 - 'GR' to 'GC'

- Investments, LLC, (Case #FLUM21-04) to amend the Comprehensive Plan's Future Land Use Map (FLUM) from a 'General Residential' (GR) designation to a 'General Commercial' (GC) designation for approximately 0.53 acre, being out of the Lee Residential Addition, Block 01, Lot 01.
- The property is locally addressed as 5102 Cinch Drive, Killeen, Texas.



Case: FLUM AMENDMENT 2021-04

Quincil District: 4
FROM GR TO GC
Subject Property Legal Description: LEE RESIDENTIAL ADDITION, BLOCK 001, LOT 0001, ACRES .53





Case #FLUM21-04 - 'GR' to 'GC'

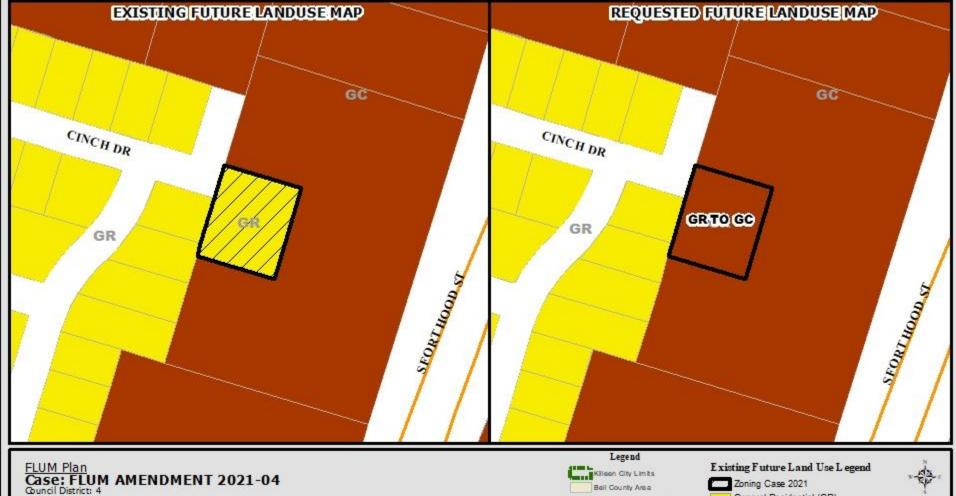
Subject property looking east:



Case #FLUM21-04 - 'GR' to 'GC'

Subject property looking west:





Case: FLUM AMENDMENT 2021-04

Council District: 4

FROM GR TO GC

1 Inch = 167 feet

Subject Property Legal Description: LEE RESIDENTIAL ADDITION, BLOCK 001, LOT 0001, ACRES ,53

Zoning Case 2021

Zoning Case 2021

General Residential (GR)

General Commercial (GC)

Date: 6/23/2021

- This property is designated as 'General Residential (GR) on the Future Land
 Use Map (FLUM) of the Comprehensive Plan.
- □ The 'General Residential' (GR) designation encourages the following development types:
 - Detached residential dwellings as a primary focus;
 - Attached housing types subject to compatibility and open space standards (e.g., duplexes, townhomes, patio homes);
 - Planned developments, potentially with a mix of housing types and varying densities, subject to compatibility and open space standards;
 - Public/institutional; and
 - Parks and public spaces.

- 8
- If approved, the 'General Commercial' (GC) designation encourages the following development types:
 - Wide range of commercial retail and service uses at varying scales and intensities;
 - Office (both large and/or multi-story buildings and small-scale office uses);
 - Public/ institutional; and
 - Parks and public spaces.
- □ A concurrent zoning application to rezone the property from "R1-A" (Single-Family Garden Home Residential District) to "B-3" (Local Business District) has been submitted by the applicant.

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□ Staff mailed courtesy notices to twenty-seven (27) surrounding property owners regarding this request.

□ Of those property owners notified, seven (7) reside outside of Killeen.

Alternatives

- The City Council has two (2) alternatives:
 - Disapprove the applicant's request; or
 - Approve the applicant's request.

Staff Recommendation

- Staff recommends approval of the applicant's request to amend the Future Land Use Map as presented.
- Staff finds that the request to amend the FLUM from 'General Residential' (GR) to 'General Commercial' (GC) is appropriate in this location.

Commission Recommendation

At their regular meeting on July 19, 2021, the Planning and Zoning Commission recommended approval by a vote of 5 to 0.



City of Killeen

Legislation Details

File #: PH-21-038 **Version**: 1 **Name**: Zoning 21-20

Type: Ordinance/Public Hearing Status: Public Hearings

File created: 6/23/2021 In control: City Council

On agenda: 8/10/2021 Final action:

Title: HOLD a public hearing and consider an ordinance requested by Johnson-Bell Investments, L.L.C.

(Case #Z21-20) to rezone approximately 0.53 acre from "R1-A" (Single-Family Garden Home Residential District) to "B-3" (Local Business District), being Lot 1, Block 1, Lee Residential Addition.

The property is locally addressed as 5102 Cinch Drive, Killeen, Texas.

Sponsors: Development Services

Indexes:

Code sections:

Attachments: Staff Report

Maps
Minutes
Ordinance
Responses
Considerations
Presentation

Date Ver. Action By Action Result

8/3/2021 1 City Council Workshop



STAFF REPORT

DATE: August 3, 2021

TO: Kent Cagle, City Manager

FROM: Tony McIlwain, Exec. Director of Development Services

SUBJECT: ZONING CASE #Z21-20 from "R1-A" (Single-Family Garden Home

Residential District) to "B-3" (Local Business District).

BACKGROUND AND FINDINGS:

This request, submitted by Johnson-Bell Investments, L.L.C., (**Case #Z21-20**) is to rezone Lot 1, Block 1, Lee Residential Addition, from "R1-A" (Single-Family Garden Home Residential District) to "B-3" (Local Business District). If approved, the applicant intends to open an emergency children's shelter for children who are in the custody of Child Protective Services (CPS), ages 5-17 years of age.

Zoning / Plat Case History:

The property was rezoned from "B-5" (Business District) to "R1-A" (Single-Family Garden Home Residential District) on December 15, 2009. The property is platted as Lot 1, Block 1, Lee Residential Addition, on January 10, 2010.

Character of the Area:

The surrounding area is made up of a mix of residential and commercial properties. Adjacent land uses are as follows:

North: Existing undeveloped property zoned "B-5" (Business District). **South:** Existing undeveloped property zoned "B-5" (Business District). **East:** Existing undeveloped property zoned "B-5" (Business District).

West: Existing developed property zoned "R1-A" (Single-Family Garden Home Residential

District).

Future Land Use Map Analysis:

This property is designated as 'General Residential' (GR) on the Future Land Use Map (FLUM) of the Comprehensive Plan. The 'General Residential' (GR) designation encompasses most existing residential areas within Killeen. The 6,000 square foot minimum lot size in the predominant R-1 zoning district results in less openness and separation between dwellings compared to Suburban residential areas. It is auto-oriented character (especially where driveways and front-loading garages dominate the front yard and building facades of homes), which can be offset by "anti-monotony" architectural standards, landscaping, and limitations on "cookie cutter" subdivision layouts characterized by straight streets and uniform lot sizes and arrangement.

The 'General Residential' (GR) designation encourages the following development types:

- Detached residential dwellings as a primary focus;
- Attached housing types subject to compatibility and open space standards (e.g., duplexes, townhomes, patio homes);
- Planned developments, potentially with a mix of housing types and varying densities, subject to compatibility and open space standards;
- Public/ institutional; and
- Parks and public spaces.

This request is inconsistent with the Future Land Use Map (FLUM) of the Comprehensive Plan. However, a concurrent FLUM amendment request has been submitted.

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 located within the City of Killeen municipal utility service area and may be available to the subject tract.

Transportation and Thoroughfare Plan:

Existing conditions: Ingress and egress to the property from Cinch Drive, which is classified as 60-foot wide local street on the City of Killeen adopted Thoroughfare Plan.

Public Notification:

Staff notified twenty-seven (27) surrounding property owners regarding this request. As of the date of this staff report, staff has received one (1) written response in opposition to the request.

Of those property owners notified, fourteen (14) reside outside of the 200-foot notification boundary required by the State, but within the 400-foot notification boundary required by Council; and seven (7) reside outside of Killeen.

Staff Findings:

Staff finds that the applicant's request is consistent with the surrounding property uses and is compatible with the existing land uses and prevailing community character.

There are no known environmental constraints for this lot. The lot is not within any FEMA regulatory Special Flood Hazard Area (SFHA) and there are no known wetlands on or adjacent to the parcel.

THE ALTERNATIVES CONSIDERED:

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

- Disapprove the applicant's request for "B-3" (Local Business District); or
- Approve the applicant's request for "B-3" (Local Business District).

Which alternative is recommended?

Staff recommends approval of the applicant's request to rezone the property from "R1-A" (Single-Family Garden Home Residential District) to "B-3" (Local Business District).

Why? The proposed change in use is compatible with the existing character of the area.

CONFORMITY TO CITY POLICY:

This zoning request conforms to the City's policy and procedures as detailed in Chapter 31 of the City of Killeen Code of Ordinances.

FINANCIAL IMPACT:

What is the amount of the expenditure in the current fiscal year? For future years? This zoning request does not involve the expenditure of city funds.

Is this a one-time or recurring expenditure?

This is not applicable.

Is this expenditure budgeted?

This is not applicable.

If not, where will the money come from?

This is not applicable.

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

This is not applicable.

RECOMMENDATION:

At their regular meeting on July 19, 2021, the Planning & Zoning Commission recommended approval of the applicant's request to rezone the property from "R1-A" (Single-Family Garden Home Residential District) to "B-3" (Local Business District) by a vote of 4 to 1, with Commissioner Sabree in opposition.

DEPARTMENTAL CLEARANCES:

This item has been reviewed by the Planning and Legal staff.

ATTACHED SUPPORTING DOCUMENTS:

Maps

Minutes

Ordinance

Response

Considerations



Attachment #3

Council District: 4

1 inch = 60 feet

Zoning Map

Zoning Case 2021-20

Subject Property Legal Description: LEE RESIDENTIAL ADDITION, BLOCK 001, LOT 0001, ACRES .53







Production.GISADMIN.ZoningCases2021 selection

MINUTES PLANNING AND ZONING COMMISSION MEETING JULY 19, 2021

CASE #Z21-20 "R1-A" to 'B-3'

HOLD a public hearing and consider a request submitted by Johnson-Bell Investments, LLC (**Case #Z21-20**) to rezone approximately 0.53 acre from "R1-A" (Single-Family Garden Home Residential District) to "B-3" (Local Business District), being out of the Lee Residential Addition, Block 001, Lot 0001. The property is locally addressed as 5102 Cinch Drive, Killeen, Texas.

Ms. Meshier briefed the Commission on the applicant's request. She stated that staff recommended approval of the request as presented.

The applicant, Ms. Sarah Johnson, as was present to represent the case.

Vice Chairman Minor opened the public hearing. With no one wishing to speak, the public hearing was closed.

Commissioner Alvarez made a motion to approve the applicant's request. Commissioner Gukeisen seconded, and the motion passed by a vote of 4 to 1 with Commissioner Sabree in opposition.

ORDINANCE	

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

WHEREAS, Johnson-Bell Investments, LLC 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 1, Block 1, Lee Residential Addition, from "R1-A" (Single-Family Garden Home Residential District) to "B-3" (Local Business District), said request having been duly recommended for approval of "B-3" (Local Business District) by the Planning and Zoning Commission of the City of Killeen on the 19th day of July 2021, 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 10th day of August 2021, at the City Hall, City of Killeen;

WHEREAS, the City Council at said hearing duly considered said request, the action of the Planning and Zoning Commission and the evidence in support thereof, and the City Council being of the majority opinion that the applicant's zoning request should be approved as recommended by the Planning and Zoning Commission;

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

SECTION I. That the zoning classification of Lot 1, Block 1, Lee Residential Addition, be changed from "R1-A" (Single-Family Garden Home Residential District) to "B-3" (Local Business District), said request having been duly recommended for approval of "B-3" (Local Business District), for the property locally addressed as 5102 Cinch 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.

Ord. #21-___

PASSED AND APPROVED at a regular meeting of the City Council of the City of

Killeen, Texas, this 10th day of August 2021, at which meeting a quorum was present, held in

accordance with the provisions of V.T.C.A., Government Code, §551.001 et seq.

	APPROVED:	
	Jose L. Segarra, MAYOR	
ATTEST:		
Lucy C. Aldrich, CITY SECRETARY		
APPROVED AS TO FORM		
Traci S. Briggs, City Attorney Case #21-20		

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YOUR NAME:	Thomas wells	
CURRENT AD	DPECC.	PHONE NUMBER: 254 2263
A DDDDD	DICESS: 1201 FRAIL BOSS	Killeen +176549
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/		REQUEST: "R1-A" to "B-3" SPO #Z21-20/

P.O. BOX 1329, KILLEEN, TEXAS 76540-1329, 254-501-7631, FAX 254-501-7628 WWW.KILLEENTEXAS.GOV

### 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 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

- 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.



CASE #Z21-20: "R1-A" TO "B-3"

### Case #Z21-20 - "R1-A" to "B-3"

- Johnson-Bell Investments, LLC (Case #Z21-20) to rezone approximately 0.53 acre from "R1-A" (Single-Family Garden Home Residential District) to "B-3" (Local Business District), being out of the Lee Residential Addition, Block 001, Lot 001.
- The property is locally addressed as 5102 Cinch Drive, Killeen, Texas.



Attachment #1 Zoning Map

Council District: 4 Zoning Case 2021-20

1 inch = 7,674 feet

Subject Property Legal Description: LEE RESIDENTIAL ADDITION, BLOCK 001, LOT 0001, ACRES .53



Attachment #3 Council District: 4 1 inch = 60 feet

Zoning Case 2021-20

Subject Property Legal Description: LEE RESIDENTIAL ADDITION, BLOCK 001, LOT 0001, ACRES .53

Legend

Citylimits

Production.GISADMIN.ZoningCases2021 selection

5

If approved, the applicant intends to open an emergency children's shelter for children who are in the custody of Child Protective Services (CPS), ages 5-17 years of age.

### Subject property looking east:



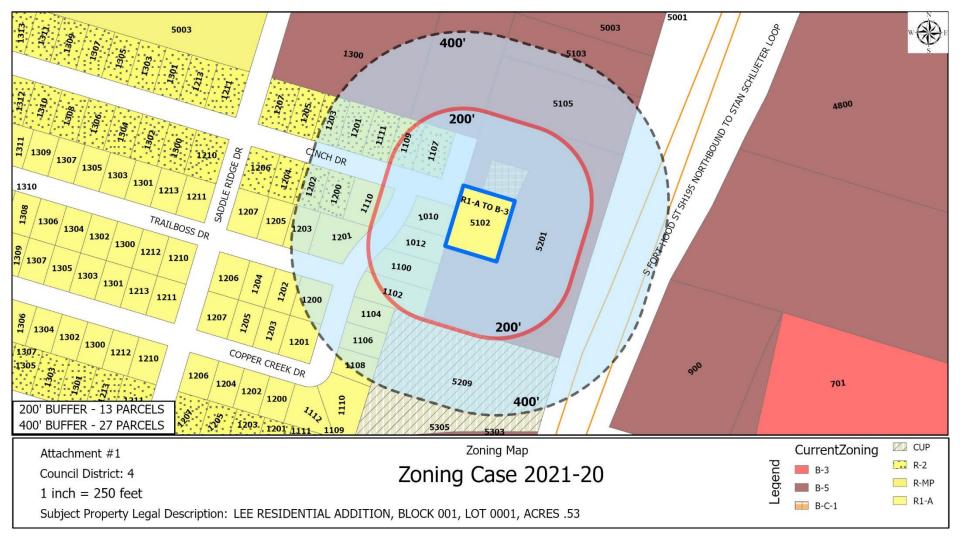
# Case #Z21-20 - "R1-A" to "B-3"

### Subject property looking west:



### Case #Z21-20 - "R1-A" to "B-3"

- Staff notified twenty-seven (27) surrounding property owners regarding this request.
- Of those property owners notified, fourteen (14) reside outside of the 200-foot notification boundary required by the State, but within the 400-foot notification boundary required by Council; and seven (7) reside outside of Killeen.
- As of the date of this staff report, one (1) written response has been received in opposition to the request.



# Alternatives

- □ The City Council has two (2) alternatives:
  - Disapprove the applicant's request; or
  - Approve the applicant's request.

# Staff Recommendation

- □ Staff recommends approval of the applicant's request to rezone the property from "R1-A" (Single-Family Garden Home Residential District) to "B-3" (Local Business District).
- Staff finds that the applicant's request is consistent with the surrounding property and compatible with the existing land uses and prevailing community character.

# Commission Recommendation

At their regular meeting on July 19, 2021, the Planning and Zoning Commission recommended approval of the request by a vote of 4 to 1, with Commissioner Sabree in opposition.



### City of Killeen

### **Legislation Details**

**File #**: PH-21-039 **Version**: 1 **Name**: Zoning 21-18

Type: Ordinance/Public Hearing Status: Public Hearings

File created: 6/23/2021 In control: City Council

On agenda: 8/10/2021 Final action:

Title: HOLD a public hearing and consider an ordinance requested by Dong Kim, on behalf of Willie J & OK

Roberts (Case #Z21-18) to rezone approximately 0.44 acre from "B-5" (Business District) to "B-C-1" ('General Business and Alcohol Sales District), being Lot 2A, Block 1, J. W. Norman Subdivision Amendment. The property is locally addressed as 810 West Rancier Avenue, Suite 600, Killeen,

Texas.

**Sponsors:** Development Services

Indexes:

**Code sections:** 

Attachments: Staff Report

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Date Ver. Action By Action Result

8/3/2021 1 City Council Workshop



### STAFF REPORT

**DATE:** August 3, 2021

TO: Kent Cagle, City Manager

FROM: Tony McIlwain, Exec. Dir. of Development Services

SUBJECT: ZONING CASE #Z21-18 from "B-5" (Business District) to "B-C-1"

(General Business and Alcohol Sales District).

### **BACKGROUND AND FINDINGS:**

### **Summary of Request:**

This request, submitted Dong Kim, on behalf of Willie J & OK Roberts, is to rezone Lot 2A, Block 1, J. W. Norman Subdivision Amendment, from "B-5" (Business District) to "B-C-1" (General Business and Alcohol Sales District). If approved, the applicant intends to sell alcohol for onpremise consumption.

The requested "B-C-1" (General Business and Alcohol Sales District) zoning district allows for the on-premise consumption of alcohol without a Food and Beverage Certificate and shall follow the rules and regulations established under the Texas Alcoholic Beverage Code (TABC) and/or promulgated by the Texas Alcoholic Beverage Commission, as amended.

### **Zoning / Plat Case History:**

The parcel is currently zoned "B-5" (Business District). Staff is unable to determine the date of the zoning. The property was replatted as Lot 2A, Block 1, J. W. Norman Subdivision Amendment on March  $10^{th}$ , 2003.

### **Character of the Area:**

The surrounding area is made up of a mix of residential and commercial properties. Adjacent land uses are as follows:

- North: Existing medium-density strip mall zoned "B-5" (Business District).
- South: Existing undeveloped property zoned "R-2" (Two-Family Residential District).
- East: Existing medium-density strip mall zoned "B-5" (Business District).
- West: Existing medium-density strip mall zoned "B-5" (Business District).

### **Future Land Use Map Analysis:**

This property is designated as 'General Commercial' (GC) on the Future Land Use Map (FLUM) of the Comprehensive Plan. The 'General Commercial' (GC) designation encompasses a range of commercial, retail, and service uses at varying scales and intensities depending on the site.

Characteristics of this designation are auto-oriented character, which can be offset by enhanced building design, landscaping, reduced site coverage and well-designated signage.

The 'General Commercial' (GC) future land use and character recommends the following development types:

- 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 and institutional uses; and
- Parks and public spaces.

This request is consistent with the Future Land Use Map (FLUM) of the Comprehensive Plan for the proposed "B-C-1" (General Business and Alcohol Sales District).

### **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 located within the City of Killeen municipal utility service area and may be available to the subject tract.

### **Transportation and Thoroughfare Plan:**

Ingress and egress to the property is from Rancier Avenue, which is classified as 120' wide Principal Arterial on the City of Killeen Thoroughfare Plan.

### **Public Notification:**

Staff notified forty-six (46) surrounding property owners regarding this request. As of the date of this staff report, no responses have been received regarding this request.

Of those property owners notified, thirty-three (33) reside outside of the 200-foot notification boundary required by the State, but within the 400-foot notification boundary required by Council; and thirteen (13) reside outside of Killeen.

#### **Staff Findings:**

Staff finds that the applicant's request is consistent with the surrounding property uses and is compatible with the prevailing community character. Staff also finds that the request is consistent with the Future Land Use Map (FLUM) of the Comprehensive Plan.

There are no known environmental constraints for this lot. The lot is not within any FEMA regulatory Special Flood Hazard Area (SFHA) and there are no known wetlands on or adjacent to the parcel.

### **THE ALTERNATIVES CONSIDERED:**

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

- Disapprove the applicant's request for "B-C-1" (General Business and Alcohol Sales District); or
- Approve the applicant's request for "B-C-1" (General Business and Alcohol Sales District).

#### Which alternative is recommended?

Staff recommends approval of the applicant's request to rezone the property from "B-5" (Business District) to "B-C-1" (General Business and Alcohol Sales District).

Why? The proposed zoning request doesn't involve a change in land use. The existing land use is compatible with the existing character of the area.

### **CONFORMITY TO CITY POLICY:**

This zoning request conforms to the City's policy and procedures as detailed in Chapter 31 of the City of Killeen Code of Ordinances.

#### **FINANCIAL IMPACT:**

What is the amount of the expenditure in the current fiscal year? For future years? This zoning request does not involve the expenditure of city funds.

### Is this a one-time or recurring expenditure?

This is not applicable.

### Is this expenditure budgeted?

This is not applicable.

### If not, where will the money come from?

This is not applicable.

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

This is not applicable.

### **RECOMMENDATION:**

At their regular meeting on July 19, 2021, the Planning and Zoning Commission recommended approval of the applicant's request to rezone the property from "B-5" (Business District) to "B-C-1" (General Business and Alcohol Sales District) by a vote of 4 to 1, with Commissioner Sabree in opposition.

### **DEPARTMENTAL CLEARANCES:**

This item has been reviewed by the Planning and Legal staff.

### **ATTACHED SUPPORTING DOCUMENTS:**

Maps Minutes Ordinance Considerations



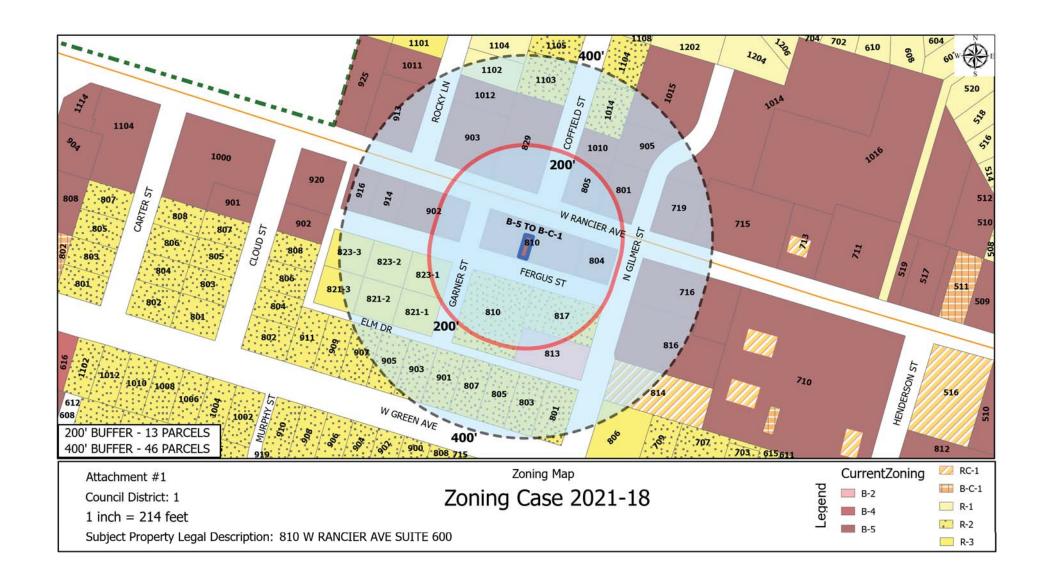
Attachment #1

Council District: 1

Zoning Case 2021-18

1 inch = 7,674 feet

Subject Property Legal Description: 810 W RANCIER AVE SUITE 600





Attachment #3

Council District: 1

1 inch = 25 feet

Subject Property Legal Description: 810 W RANCIER AVE SUITE 600

Zoning Map

Zoning Case 2021-18







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# MINUTES PLANNING AND ZONING COMMISSION MEETING JULY 19, 2021

CASE #Z21-18 "B-5" to "B-C-1"

**HOLD** a public hearing and consider a request submitted by Dong Kim, on behalf of Willie J & OK Roberts (Case #Z21-18) to rezone approximately 0.44 acre from "B-5" (Business District) to "B-C-1" ('General Business and Alcohol Sales District), being out of the J W Norman Subdivision Amendment, Block 001, Lot 002a. The property is locally addressed as 810 West Rancier Avenue, Killeen, Texas.

Ms. Meshier briefed the Commission regarding the applicant's request. She stated that staff recommended approval of the request as presented.

The owner of the proposed business, Ms. Gloria Thomas, was present to represent the case.

Vice Chairman Minor opened the public hearing. With no one wishing to speak, the public hearing was closed.

Commissioner Gukeisen made a motion to approve the applicant's request Commissioner Alvarez seconded and the motion passed by a vote of 4 to 1 with Commissioner Sabree in opposition.

<b>ORDINANCE</b>	

AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF KILLEEN BY CHANGING THE ZONING OF LOT 2, BLOCK 1, J. W. NORMAN SUBDIVISION AMENDMENT FROM "B-5" (BUSINESS DISTRICT) TO "B-C-1" (GENERAL BUSINESS AND ALCOHOL SALES DISTRICT); PROVIDING A SAVINGS CLAUSE; PROVIDING FOR THE REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Dong Kim, on behalf of Willie J & OK Roberts 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 2A, Block 1, J. W. Norman Subdivision Amendment from "B-5" (Business District) to "B-C-1" (General Business and Alcohol Sales District), said request having been duly recommended for approval of "B-C-1" (General Business and Alcohol Sales District) by the Planning and Zoning Commission of the City of Killeen on the 19th day of July 2021, 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 10th day of August 2021, at the City Hall, City of Killeen;

WHEREAS, the City Council at said hearing duly considered said request, the action of the Planning and Zoning Commission and the evidence in support thereof, and the City Council being of the majority opinion that the applicant's zoning request should be approved as recommended by the Planning and Zoning Commission;

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

**SECTION I.** That the zoning classification of Lot 2A, Block 1, J. W. Norman Subdivision Amendment, be changed from "B-5" (Business District) to "B-C-1" (General Business and Alcohol Sales District), said request having been duly recommended for approval of "B-C-1" (General Business and Alcohol Sales District), for the property locally addressed as 810 West Rancier Avenue, Suite 600, 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.

Ord. #21-___

PASSED AND APPROVED at a regular meeting of the City Council of the City of

Killeen, Texas, this 10th day of August 2021, at which meeting a quorum was present, held in

accordance with the provisions of V.T.C.A., Government Code, §551.001 et seq.

	APPROVED:	
	Jose L. Segarra, MAYOR	
ATTEST:		
Lucy C. Aldrich, CITY SECRETARY		
APPROVED AS TO FORM		
Traci S. Briggs, City Attorney Case #21-18		

#### 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 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.



CASE #Z21-18: "B-5" TO "B-C-1"

## Case #Z21-18 - "B-5" to "B-C-1"

- HOLD a public hearing and consider a request submitted by Dong Kim, on behalf of Willie J & OK Roberts (Case #Z21-18) to rezone approximately 0.44 acre from "B-5" (Business District) to "B-C-1" ('General Business and Alcohol Sales District), being out of the J W Norman Subdivision Amendment, Block 001, Lot 002a.
- The property is locally addressed as 810 West Rancier Avenue, Killeen, Texas.



Council District: 1 1 inch = 7,674 feet

Subject Property Legal Description: 810 W RANCIER AVE SUITE 600



Attachment #3

Council District: 1 1 inch = 25 feet Zoning Case 2021-18

Citylimits Production.GISADMIN.ZoningCases2021 selection

Subject Property Legal Description: 810 W RANCIER AVE SUITE 600

- 5
- If approved, the applicant intends to sell alcohol for on premise consumption.
- The requested "B-C-1" (General Business and Alcohol Sales District) zoning district allows for the on-premise consumption of alcohol without a Food and Beverage Certificate and shall follow the rules and regulations established under the Texas Alcoholic Beverage Code (TABC) and/or promulgated by the Texas Alcoholic Beverage Commission, as amended.

### Subject property looking south:

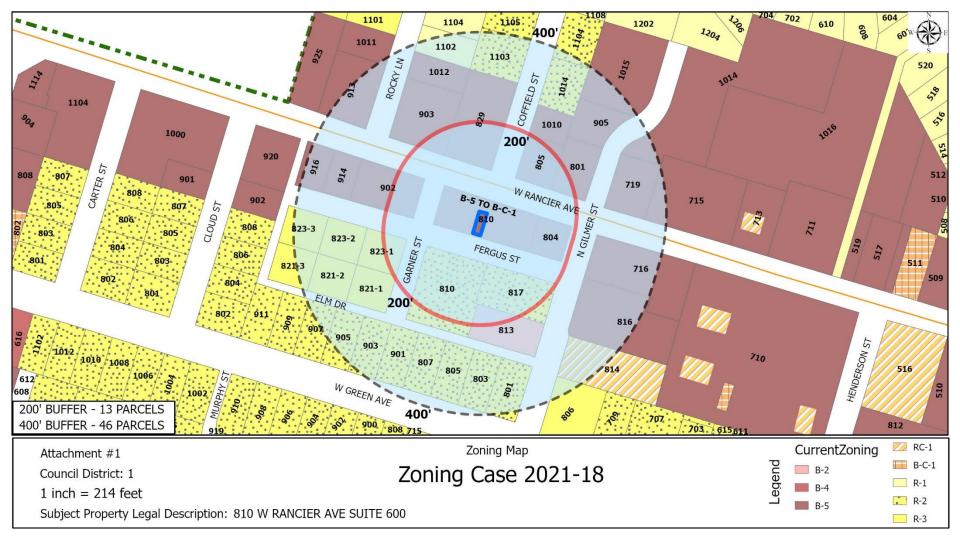


## Case #Z21-18 - "B-5" to "B-C-1"

- The 'General Commercial' (GC) future land use and character recommends the following development types:
  - 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 and institutional uses; and
  - Parks and public spaces.
- This request is consistent with the Future Land Use Map (FLUM) of the Comprehensive.

## Case #Z21-18 - "B-5" to "B-C-1"

- Staff notified forty-six (46) surrounding property owners regarding this request.
- Of those property owners notified, thirty-three (33) reside outside of the 200-foot notification boundary required by the State, but within the 400-foot notification boundary required by Council; and thirteen (13) reside outside of Killeen.
- As of the date of this staff report, no written responses have been received regarding this request.



## Alternatives

- □ The City Council has two (2) alternatives:
  - Disapprove of the applicant's request; or
  - Approve the applicant's request.

## Staff Recommendation

- Staff recommends approval of the applicant's request.
- Staff finds that the request is consistent with the surrounding property uses and prevailing community character. Staff also finds that the request is consistent with the Future Land Use Map (FLUM) of the Comprehensive Plan.

# **Commission Recommendation**

At their regular meeting on July 19, 2021, the Planning and Zoning Commission recommended approval of the request by a vote of 4 to 1, with Commissioner Sabree in opposition.



### City of Killeen

### **Legislation Details**

File #: PH-21-040 Version: 1 Name: Zoning 21-21

Type: Ordinance/Public Hearing Status: Public Hearings

File created: 6/23/2021 In control: City Council

On agenda: 8/10/2021 Final action:

Title: HOLD a public hearing and consider an ordinance requested by Cactus Jack Development, Inc. on

behalf of Charles R. and Ira Boggs (Case #Z21-21) to rezone approximately 128.82 acres from "A-R1" (Agricultural Single-Family Residential District), "B-5" (Business District), and "A" (Agricultural District) to a Planned Unit Development (PUD) with "R-1" (Single-Family Residential), "SF-2" (Single-Family Residential), "R-2" (Two-Family Residential), and "B-3" (Local Business District) uses, being out of the WL Harris Survey, Abstract No. 1155 and S.P.R.R. Co. Survey, Abstract No. 794. The

property is locally addressed as 5901 South Fort Hood Street, Killeen, Texas.

**Sponsors:** Development Services

Indexes:

Code sections:

Attachments: Staff Report

Maps
Minutes
Ordinance
Considerations
Responses
Presentation

Date Ver. Action By Action Result

8/3/2021 1 City Council Workshop



#### STAFF REPORT

**DATE:** August 3, 2021

TO: Kent Cagle, City Manager

FROM: Tony McIlwain, Exec. Director of Development Services

SUBJECT: ZONING CASE #Z21-21 from "A-R1" (Agricultural Single-Family

Residential District), "B-5" (Business District), and "A" (Agricultural

**District) to a Planned Unit Development (PUD)** 

#### **BACKGROUND AND FINDINGS:**

This request, submitted by Cactus Jack Development, Inc. on behalf of Charles R. and Ira Boggs (**Case #Z21-21**), is to rezone approximately 128.82 acres from "A-R1" (Agricultural Single-Family Residential District), "B-5" (Business District), and "A" (Agricultural District) to a Planned Unit Development (PUD) with "R-1" (Single-Family Residential), "SF-2" (Single-Family Residential), "R-2" (Two-Family Residential), and "B-3" (Local Business District) uses.

The applicant has proposed a PUD designation with underlying single-family, two-family, and commercial uses as follows:

- Approximately 67.33 acres (169 lots) of "R-1" (Single-Family Residential) uses;
- Approximately 37.31 acres (201 lots) of "SF-2" (Single-Family Residential) uses;
- Approximately 13.69 acres (48 lots) of "R-2" (Two-Family Residential) uses; and
- Approximately 10.49 acres of "B-3" (Local Business District) uses.

If approved, all lots within the proposed PUD will meet the minimum standards for lot size and setbacks in accordance with the underlying base zoning with the following exceptions:

- All "R-1" lots will have a minimum side yard setback of five (5) feet; and
- The "R-1" lots in Section 1 will have a minimum rear yard setback of twenty (20) feet.

The applicant is proposing PUD standards as described in the attached PUD Regulations document. Proposed standards include increased landscaping requirements, architectural standards, a repetition standard, enhanced fencing standards, and a provision for an HOA-maintained open space to include a dog park, playground, and walking trail.

There are environmental constraints for these tracts. There is a FEMA regulatory Special Flood Hazard Area (SFHA) through the western area of this tract. There are also two fresh water ponds and North Reese Creek on or adjacent to the parcel as identified by the National Wetlands Mapper.

At the time of development, the current drainage design manual and infrastructure design and development standards will be applicable to this site. The property owner and his agents are cautioned that unknown or unforeseen site conditions may require remedial action to provide safe and adequate water, sewer, or drainage service to the property. Further, City of Killeen development regulations require that capacity analyses related to development of the property

are the sole responsibility of the owner. The owner or his agents, acting as the permit applicant for the subject property, shall coordinate tie-in to all publicly dedicated infrastructure with the Public Works Department.

#### **Zoning / Plat Case History:**

The portion of the property that is currently zoned "A-R1" (Agricultural Single-Family Residential District) and "B-5" (Business District) was annexed into the City on October 19, 1999, via ordinance No. 99-84 and given an initial zoning designation of "A" (Agricultural District). This area was subsequently rezoned to "B-5" (Business District) and "A-R1" (Agricultural Single-Family Residential District) on September 12, 2000, via ordinance No. 00-69. The portion of the property that is currently zoned "A" (Agricultural District) was annexed into the City on December 18, 2007, via ordinance No. 07-110 and has retained its initial zoning designation of "A" (Agricultural District).

#### **Character of the Area:**

Adjacent land uses are as follows:

North: Existing large lot single-family residence zoned "R-1", "B-5", and "A-R1"

**South:** Low-density residential development zoned "R-1", "R-3", and "B-5" (Business District); and undeveloped land zoned "A".

East: Existing commercial development zoned "B-5" (Business District) and "A" (Agricultural

District) on the opposite side of S.H. 195.

**West:** Undeveloped property outside the City limits.

#### **Future Land Use Map Analysis:**

This property is designated as 'General Residential' (GR) and 'Suburban Residential' (SR) on the Future Land Use Map (FLUM) of the Comprehensive Plan. The 'General Residential' (GR) designation encompasses most existing residential areas within Killeen. The 6,000 square foot minimum lot size in the predominant "R-1" zoning district results in less openness and separation between dwellings compared to Suburban residential areas. It is auto-oriented character (especially where driveways and front-loading garages dominate the front yard and building facades of homes), which can be offset by "anti-monotony" architectural standards, landscaping, and limitations on "cookie cutter" subdivision layouts characterized by straight streets and uniform lot sizes and arrangement.

The 'General Residential' (GR) designation encourages the following development types:

- Detached residential dwellings as a primary focus.
- Attached housing types subject to compatibility and open space standards (e.g., duplexes, townhomes, patio homes)
- Planned developments, potentially with a mix of housing types and varying densities, subject to compatibility and open space standards.
- Public/ institutional
- Parks and public spaces

The 'Suburban Residential' (SR) designation encourages the following development types:

- Detached residential dwellings;
- Planned developments to provide for other housing types in a Suburban character setting;
- Public/institutional; and
- Parks and public spaces.

Staff finds that this request is consistent with the Future Land Use Map (FLUM) of the Comprehensive Plan.

#### **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 located within the City of Killeen municipal utility service area and may be available to the subject tract.

#### **Transportation and Thoroughfare Plan:**

Ingress and egress to the property is from South Fort Hood Street, which is classified as 120-foot wide Principal Arterial on the City of Killeen Thoroughfare Plan. The Thoroughfare Plan shows a proposed extension of Mohawk Drive as a Minor Arterial along the south side of this tract. The proposed PUD Concept Plan contemplates a right-of-way dedication of ninety (90) feet for the extension of Mohawk Drive. Staff is of the determination that the proposed ninety (90) feet of right-of-way is sufficient for the proposed east/west thoroughfare.

#### **Public Notification:**

Staff notified twenty (20) surrounding property owners regarding this request. As of the date of this staff report, staff has received two (2) written responses regarding this request - one (1) in support and one (1) in opposition. Of those property owners notified, ten (10) reside outside of the 200-foot notification boundary required by the State, but within the 400-foot notification boundary required by Council; and five (5) reside outside of Killeen.

#### **Staff Findings:**

Staff finds that the applicant's request is consistent with the surrounding property uses and is compatible with the existing land uses and prevailing community character.

There are no known environmental constraints for this lot. The lot is not within any FEMA regulatory Special Flood Hazard Area (SFHA) and there are no known wetlands on or adjacent to the parcel.

#### **THE ALTERNATIVES CONSIDERED:**

The City Council has three (3) alternatives. The Council may:

- Disapprove the applicant's PUD request;
- Approve the proposed PUD with conditions; or

Approve the PUD as requested.

**Which alternative is recommended?** Staff recommends approval of the applicant's request as requested and presented.

**Why?** Staff finds that the proposed PUD is compatible with the adjacent land uses and prevailing community character. In addition, staff finds that the proposed PUD standards, which include increased landscaping and architectural standards, will provide for a high-quality finished product.

#### **CONFORMITY TO CITY POLICY:**

This zoning request conforms to the City's policy and procedures as detailed in Chapter 31 of the City of Killeen Code of Ordinances.

#### **FINANCIAL IMPACT:**

What is the amount of the expenditure in the current fiscal year? For future years? This zoning request does not involve the expenditure of city funds. However, long-term maintenance of all proposed municipal infrastructure will be the City's responsibility.

#### Is this a one-time or recurring expenditure?

This is not applicable.

#### Is this expenditure budgeted?

This is not applicable.

#### If not, where will the money come from?

This is not applicable.

## Is there a sufficient amount in the budgeted line-item for this expenditure? This is not applicable.

#### **RECOMMENDATION:**

At their regular meeting on July 19, 2021, the Planning & Zoning Commission recommended approval of the applicant's request to rezone the property from "A-R1" (Agricultural Single-Family Residential District), "B-5" (Business District), and "A" (Agricultural District) to a Planned Unit Development (PUD) with "R-1" (Single-Family Residential), "SF-2" (Single-Family Residential), "R-2" (Two-Family Residential), and "B-3" (Local Business District) uses by a vote of 5 to 0.

#### **DEPARTMENTAL CLEARANCES:**

This item has been reviewed by the Planning and Legal staff.

#### **ATTACHED SUPPORTING DOCUMENTS:**

Maps
Minutes
Ordinance
Responses
Considerations



Attachment #3
Council District: 4
1 inch = 802 feet

Subject Property Legal Description: 5901 S FORT HOOD ST

Zoning Map

Zoning Case 2021-21







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# MINUTES PLANNING AND ZONING COMMISSION MEETING JULY 19, 2021

## <u>CASE #Z21-21</u> "A-R1" / "B-5"/ "A" to "PUD" W/ "R-1"/ "SF-2"/ "R-2"/ "B-5"

**HOLD** a public hearing and consider a request submitted by Cactus Jack Development, Inc. on behalf of Charles R. and Ira Boggs (**Case #Z21-21**) to rezone approximately 128.82 acres from "A-R1" (Single-Family Garden Home Residential District), "B-5" (Business District), and "A" (Agricultural District) to a Planned Unit Development (P.U.D.) with "R-1" (Single-Family Residential), "SF-2" (Single-Family Residential), "R-2" (Two-Family Residential), and "B-5" (Business District) uses, being out of the WL Harris Survey, Abstract No. 1155, Block 001, and S.P.R.R. Co. Survey, Abstract No. 794, Lot 002a. The property is locally addressed as 5901 South Fort Hood Street, Killeen, Texas.

Ms. Meshier briefed the Commission regarding the applicant's request. She stated that staff recommended approval of the request as presented.

The applicant, Mr. Joseph Theriot, was present to represent the case.

Vice Chairman Minor opened the public hearing.

Mr. Leslie Hines stated that he was neither in favor of, nor in opposition to the request. He asked where the location of the proposed east/west arterial would be located. Ms. Meshier stated that the road would be located along the southern border of the property, as shown in the Thoroughfare Plan.

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

Commissioner Gukeisen stated that he had an ex parte communication with the developer on July 7, 2021. Commissioners Minor and Ploeckelmann stated they had also had conversations with the developer about the request.

Commissioner Alvarez made a motion to approve the applicant's request as presented. Commissioner Gukeisen seconded, and the motion passed by a vote of 5 to 0.

<b>ORDINANCE</b>	

AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF KILLEEN BY CHANGING THE ZONING OF APPROXIMATELY 128.82 ACRES OUT OF THE WL HARRIS SURVEY, ABSTRACT NO. 1155 AND S.P.R.R. CO. SURVEY, ABSTRACT NO. 794, FROM "A-R1" (AGRICULTURAL SINGLE-FAMILY RESIDENTIAL DISTRICT), "B-5" (BUSINESS DISTRICT), AND (AGRICULTURAL DISTRICT) TO PLANNED UNIT DEVELOPMENT (PUD) WITH "R-1" (SINGLE-FAMILY RESIDENTIAL), "SF-2" (SINGLE-FAMILY "R-2" RESIDENTIAL), (TWO-FAMILY RESIDENTIAL), "B-3" (LOCAL BUSINESS DISTRICT) USES; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR THE REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Cactus Jack Development, Inc. has presented to the City of Killeen on behalf of Charles R. and Ira Boggs a request for amendment of the zoning ordinance of the City of Killeen by changing the classification of approximately 128.82 acres out of the WL Harris Survey, Abstract No. 1155 and S.P.R.R. Co. Survey, Abstract No. 794, from "A-R1" (Agricultural Single-Family Residential District), "B-5" (Business District), and "A" (Agricultural District) to a Planned Unit Development (PUD) with "R-1" (Single-Family Residential), "SF-2" (Single-Family Residential), "R-2" (Two-Family Residential), and "B-3" (Local Business District) uses, said request having been duly recommended for approval by the Planning and Zoning Commission of the City of Killeen on the 19th day of July 2021, 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 10th day of August 2021, at the City Hall, City of Killeen;

WHEREAS, the City Council at said hearing duly considered said request, the action of the Planning and Zoning Commission and the evidence in support thereof, and the City Council being of the majority opinion that the applicant's zoning request should be approved as recommended by the Planning and Zoning Commission;

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

SECTION I. That the zoning classification of approximately 128.82 acres out of the WL Harris Survey, Abstract No. 1155 and S.P.R.R. Co. Survey, Abstract No. 794, be changed from "A-R1" (Agricultural Single-Family Residential District), "B-5" (Business District), and "A" (Agricultural District) to a Planned Unit Development (PUD) with "R-1" (Single-Family Residential), "SF-2" (Single-Family Residential), "R-2" (Two-Family Residential), and "B-3" (Local Business District) uses, said request having been duly recommended for approval, for the property locally addressed as 5901 South Fort Hood Street, Killeen, Texas.

**SECTION II.** That the attached exhibits are hereby incorporated into this ordinance in their entirety as though set forth in the text of this ordinance. The exhibits are as follows:

- Exhibit A PUD Concept Plan;
- Exhibit B PUD Regulations; and
- Exhibit C HOA Open Space Plan.

**SECTION III.** 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.

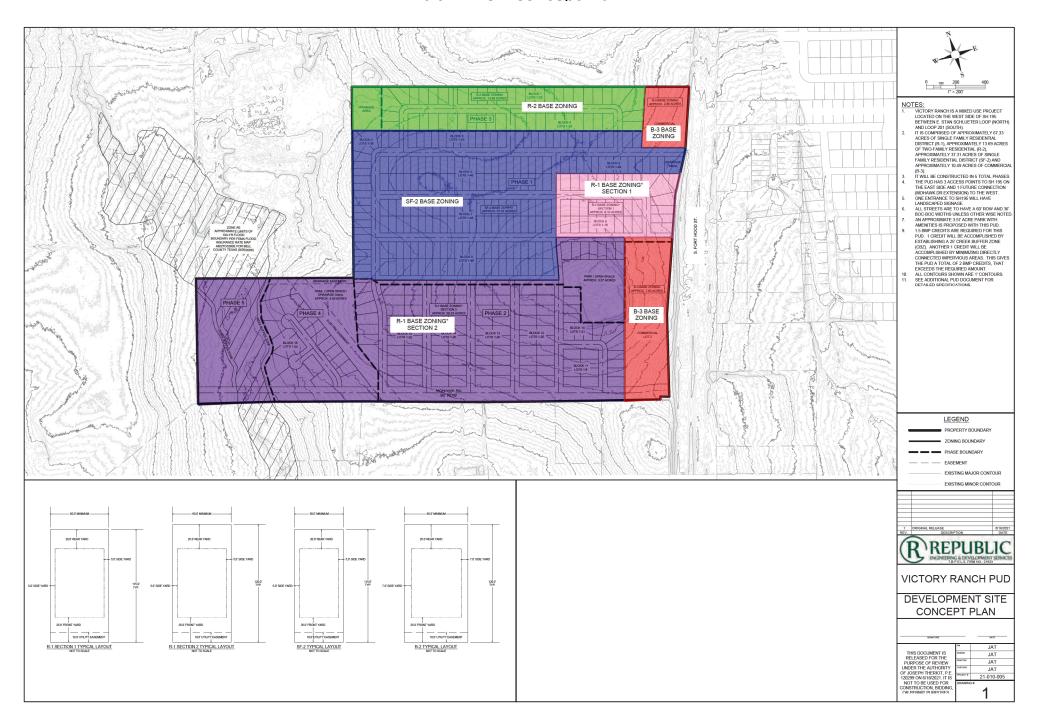
**SECTION IV.** That all ordinances and resolutions, or parts thereof, in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

**SECTION V.** 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 10th day of August 2021, at which meeting a quorum was present, held in accordance with the provisions of V.T.C.A., Government Code, §551.001 et seq.

	APPROVED:	
	Jose L. Segarra, MAYOR	
ATTEST:		
Lucy C. Aldrich, CITY SECRETARY		
APPROVED AS TO FORM		
Traci S. Briggs, City Attorney		
Case #21-21		
Ord. #21		

### Exhibit A - PUD Concept Plan



#### Exhibit B - PUD Regulations



P.O. Box 3123 Harker Heights, TX 76548

979.234.0396

### Victory Ranch Planned Unit Development (PUD) Features & Regulations

#### **Lot Size and Yard Requirements:**

- 1. SF-2, Single Family Residential Base Zoning
  - a. This base zoning will meet all the City of Killeen's zoning regulations for District "SF-2", single-family residential district, as of the date of the approved Victory Ranch PUD.
  - b. A typical lot size for this base zoning is 50 feet by 115 feet. This results in a 5,750 square foot lot, which exceed the required 5,000 square foot requirement.
- 2. R-1, Single Family Residential Base Zoning, Section 1
  - a. This base zoning will meet all the City of Killeen's zoning regulations for District "R-1", single-family residential district, as of the date of the approved Victory Ranch PUD with the following exceptions:
    - There shall be a side yard on each side of the lot having a width of not less than five (5) feet. A Side yard adjacent to a side street shall not be less than fifteen (15) feet.
    - ii. There shall be a rear yard having a depth of not less that twenty (20) feet.
  - b. A typical lot size for this base zoning is 60 feet by 115 feet. This results in a 6,900 square foot lot, which exceed the required 6,000 square foot requirement.
- 3. R-1, Single Family Residential Base Zoning, Section 2
  - a. This base zoning will meet all the City of Killeen's zoning regulations for District "R-1", single-family residential district, as of the date of the approved Victory Ranch PUD with the following exceptions:
    - There shall be a side yard on each side of the lot having a width of not less than five (5) feet. A Side yard adjacent to a side street shall not be less than fifteen (15) feet.
  - b. A typical lot size for this base zoning is 60 feet by 120 feet. This results in a 7,200 square foot lot, which exceed the required 6,000 square foot requirement. The majority of lots in this section are projected to by 68 feet by 120 feet. This results in an 8,160 square foot lot.
- 4. R-2, Two-Family Residential Base Zoning
  - a. This base zoning will meet all the City of Killeen's zoning regulations for District "R-2", two-family residential district, as of the date of the approved Victory Ranch PUD.
  - b. A typical lot size for this base zoning is 65 feet by 120 feet. This results in a 7,800 square foot lot, which exceed the required 7,000 square foot requirement.



#### **Landscaping Requirements:**

- 1. Each residential lot shall be landscaped per the City of Killen's standards for their respective underlying zoning, as of the date of the approved Victory Ranch PUD, with the following additions:
  - a. All trees shall be at least two (2) caliper inches.
  - b. All two-family residences shall have two (2) trees.
- 2. Trees The following requirements shall apply to tree landscaping:
  - a. Newly planted trees shall measure at least two (2) caliper inches and six (6) feet high at the time of planting and shall be planted in a permeable area not less than three (3) feet in diameter. Tree plantings shall be of a recommended species detailed in section 8-530 of the City of Killen Code of Ordinances, as of the date of the approved Victory Ranch PUD.
  - b. Existing trees to be used for landscape credit shall be in a healthy physical state, shall measure at least two (2) caliper inches and shall be maintained in an undisturbed area within the drip line of the tree.
  - c. Should an existing or newly planted tree used for landscape credit die, it shall be replaced with a new landscaping according to the requirements of this section.
  - d. Each canopy tree maintained in excess of the total number of trees required by this section may reduce the number of shrubs required by four (4). Each non-canopy tree maintained in excess of the total number of trees required by this section may reduce the number of shrubs required by two (2). Each two (2) square feet of planting bed used and maintained for the purpose of rotating live decorative planting materials shall reduce the number of shrubs required by one (1).
  - e. The placement of shrubbery shall take into consideration the plant size at maturity and shall be located so as not to conflict with vehicular or pedestrian traffic visibility.
- 3. Ground Cover The following requirements shall apply to ground cover landscaping:
  - a. Ground cover or grass shall be planted in the remaining area of the lot or parcel not planted in trees, shrubbery, planning beds, or covered by structures, pavement, or impervious surfaces.
  - b. Approved non-vegetative ground cover materials (such as washed gravel, bark mulch, lava rock, or other decorative covers generally used in landscaping) may be used to meet the provisions of this section. Where approved, non-vegetative ground cover shall be porous and form a uniform appearance free from weeds and grasses.
  - c. Irrigation Each home must have a hose bib attachment within one hundred fifty (150) feet of all landscaping required by this section.



#### **Fencing Requirements**

- 1. All fencing shall be constructed of pre-stained wood or wood-based material and shall not exceed six (6) feet in height.
- 2. Fencing adjacent to a Primary Street shall have masonry columns installed at turn points and property corners, be supported using metal posts, shall be extended to the front elevation of the home, and may be erected and maintained on a lot no closer than five (5) feet to the Primary Street right-of-way.
  - a. Primary Streets are defined S. Fort Hood Street, the proposed Mohawk Rd. extension and the two (2) north-south orientated streets that extend from the northern most entrance street (street connecting to SH 195) to the proposed Mohawk Rd. extension.

#### Park/Open Space (called approximate 3.57 acres)

- 1. The Park/Open space will be maintained by the HOA.
- 2. The following are minimum requirements for the called approximate 3.57 acre park/open space in the PUD Development Site Concept Plan.
  - a. One (1) playground/playscape area.
  - b. One (1) fenced dog park.
  - c. Trail system, generally circling the perimeter of the park/open space area.
  - d. Parking adjacent to the Primary Street
- 3. If feasible, existing barns within the park area are to be used as a gathering area/pavilion.
- 4. Were feasible, existing trees shall be retained.
- 5. Being that this park/open space sits atop a hill, where feasible, care will be taken to preserve the natural topography.
- 6. This park/open space shall be included in the first residential phase of the development.
- 7. Park amenities shall be completed before the 201st building permit is granted.

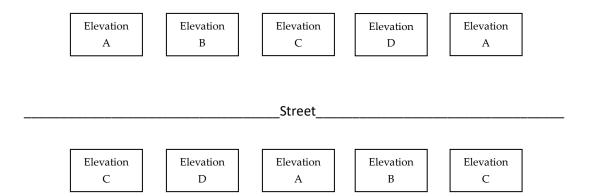
#### Trail/Open Space/Drainage Area (called approximate 4.50 acres)

- 1. The following are proposed (but not required) amenities for the called approximate 4.50 acre trail/open space/drainage area in the PUD Development Site Concept Plan.
  - 1. The Trail/Open Space will be maintained by the HOA.
  - 2. Trail system, generally running from the proposed Mohawk Dr. extension, northward through the electric easement, then west to the creek.
  - 3. Open space is to be maintained as natural as possible outside of any required drainage facilities.
  - 4. Amenities shall avoid all drainage facilities that may be present within this area unless said drainage facility is designed to accommodate the amenity.
  - 5. Drainage facilities are not required to accommodate any amenity that may be present within this area.



#### **Plan Repetition**

1. A house elevation can be repeated every fifth Lot (example: Elevation A, Elevation B, Elevation C, Elevation D and Elevation A) or every third Lot on the opposite side of the street.



#### **Architectural Standards**

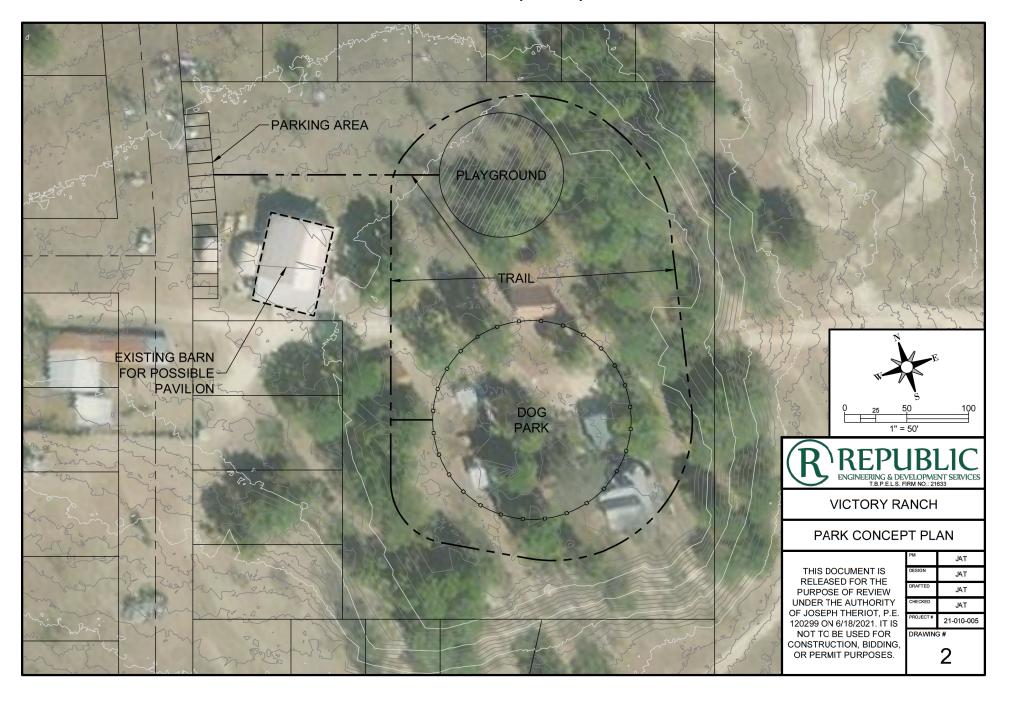
All new structures within the prosed R-2 zoning shall include at least one (1) of the following architectural elements while all other residential structures shall include at least two (2) of the following architectural elements:

- 1. Vertical articulation A minimum of three (3) wall planes shall be provided on the front elevation, with offsets being at least twelve (12) inches deep.
- 2. Covered front porch A covered front porch of at least sixty (60) square feet shall be provided.
- 3. Enhanced windows Windows on the front elevation shall incorporate use of transoms, bay windows, shutters, dormers, or other similar window enhancements.
- 4. Enhanced garage doors Garage doors shall have accent windows and decorative hardware.
- Architectural details The front elevation shall incorporate enhanced architectural details including corbels, quoining, louvered vents, keystones, decorative railings, or coach lights.
- 6. Variable roof pitch At least two (2) different roof types (e.g. hip and gable) or two (2) different roof planes of varying height, direction, or pitch shall be provided.

#### **Corner Lots and Lots Backing up to Existing or Proposed Streets**

All lots whose side or rear lot line is adjacent to a street shall be one (1) story.

Exhibit C - HOA Open Space Plan



#### 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 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.

 From:
 Johnny Frederick

 To:
 Wallis W. Meshier

 Cc:
 Tony McIlwain

Subject: Z21-21

**Date:** Thursday, July 15, 2021 4:48:29 PM

#### Ms Meshier

Thanks for speaking with me today About this case.

I have concerns about traffic entering and exiting this proposed development.

Having 2 points of ingress/ egress meets the code but from a practical standpoint with that many vehicles exiting this property

and most would be wanting to travel north will be a dangerous situation. One of the drives lines up to a crossover on 195. The traffic that will build up to

turn north will be a hazard. The traffic out of the other drive will also be using the same crossover to travel north in most cases.

A signal may be needed to control access to 195. Traffic is already up to 60 mph plus and that many vehicles added could be a hazard.

Perhaps a marginal access route to take traffic to the 201 intersection.

I recommend there be a traffic study done before this is allowed to proceed.

I think it would be a disservice to the citizens of Killeen if this is not looked at closer before going forward.

Thank You Johnny Frederick 1405 S 2nd ST. Killeen TX 76541 254-554-1224



July 07, 2021

RE: Case# Z21-21

HOLD a public hearing and consider a request submitted by Cactus Jack Development, Inc. on behalf of Charles R. and Ira Boggs (Case #Z21-21) to rezone approximately 128.82 acres from "A-R1" (Single-Family Garden Home Residential District), "B-5" (Business District), and "A" (Agricultural District) to a Planned Unit Development (P.U.D.) with "R-1" (Single-Family Residential), "SF-2" (Single-Family Residential), "R-2" (Two-Family Residential), and "B-5" (Business District) uses, being out of the WL Harris Survey, Abstract No. 1155, Block 001, and S.P.R.R. Co. Survey, Abstract No. 794, Lot 002a. The property is locally addressed as 5901 South Fort Hood Street, Killeen, Texas.

Dear Property Owner:

The enclosed map shows the property to be rezoned. This property is marked by diagonal lines, and the circular line indicates those properties within the four hundred (400) foot radius. We are required to notify you since you own property within the 400' notification boundary.

The City of Killeen Planning and Zoning Commission has scheduled a public hearing for this request on **July 19**, **2021**, **5:00 p.m.** in the Utility Collections Conference Room, which is located at 210 W. Avenue C. The Utility Collections Conference Room is located at the northwest corner of the building. You are invited to attend this hearing to present any facts, which you feel the Planning and Zoning Commission should consider in evaluating this request.

You may also indicate your support or opposition to this request, by filling out the bottom portion of this letter and sending it to: City of Killeen, Planning & Development Services, 200 E. Avenue D, Suite 6, Killeen, Texas 76541. To be considered a protest under Sec. 211.006 (d) of the Texas Local Government Code, the protest must be written and signed by the owner of property located within 200 feet of the notification area. Any petition, whether in support of or opposition to this request, must be received by the Planning Department no later than 4:00 p.m., July 19, 2021. After the Planning and Zoning meeting, this matter will be forwarded to the City Council on August 10, 2021, at 5:00 p.m. in Council Chambers, at City Hall, 101 North College Street., Killeen Texas, where you may also appear and speak. If you desire additional information relative to this matter, please call (254) 501-7631.

CUT HERE.	
YOUR NAME: Charles & RA BOGGS PHONE NUMBER:	6341647
CURRENT ADDRESS: 5507 S. Ft. HOOD St. KILLENT X.	76542
ADDRESS OF PROPERTY OWNED: 5901 30 Et HOOD St. 171690	TX
COMMENTS:	
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STOCIAL MICO (SIGNICE) FOR	
REQUEST: "A-R1," "B-5" & "A" to "PUD" with "R-1," "SF-2," "R-2," & "B-5"	SPO #Z21-21/
SIGNATURE: La Boggs	



CASE #Z21-21:

"A-R1," "B-5," & "A" TO PUD

**HOLD** a public hearing and consider a request submitted by Cactus Jack Development, Inc. on behalf of Charles R. and Ira Boggs (Case #Z21-21) to rezone approximately 128.82 acres from "A-R1" (Agricultural Single-Family Residential District), "B-5" (Business District), and "A" (Agricultural District) to a Planned Unit Development (P.U.D.) with "R-1" (Single-Family Residential), "SF-2" (Single-Family Residential), "R-2" (Two-Family Residential), and "B-3" (Local Business District) for property addressed as 5901 South Fort Hood Street, Killeen, Texas.



1 inch = 7,674 feet
Subject Property Legal Description: 5901 S FORT HOOD ST



Attachment #3 Council District: 4 1 inch = 802 feet

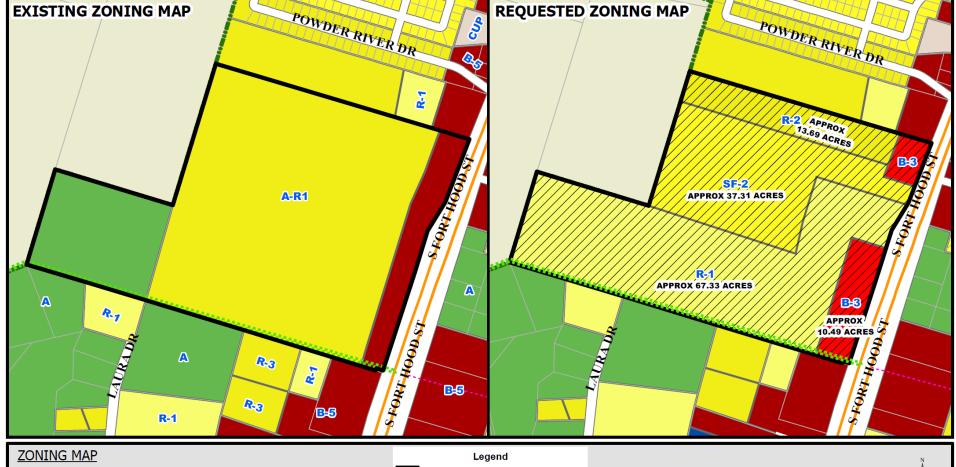
Zoning Map Zoning Case 2021-21

Citylimits Production.GISADMIN.ZoningCases2021 selection





Subject Property Legal Description: 5901 S FORT HOOD ST



#### **ZONING CASE 2021-21**

Council District: 4

FROM B- 5 AND A-R1 AND A TO PUD W/ R-1 AND R-2 AND SF-2 AND B-5 Subject Property Description: 5901 S FORT HOOD ST

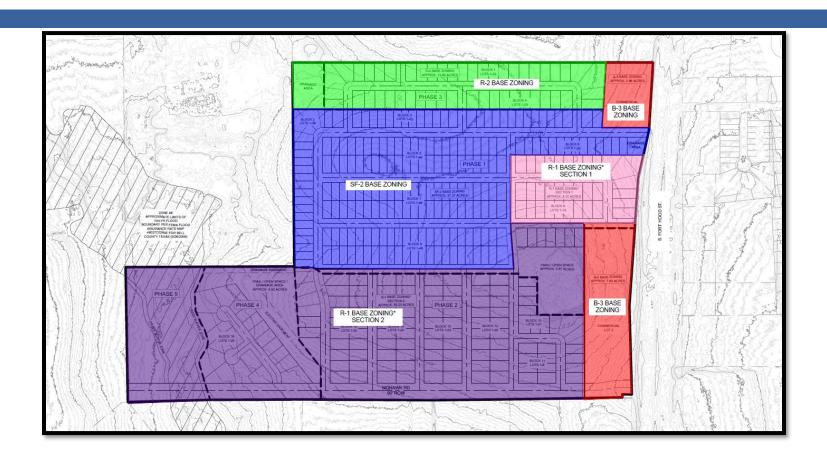




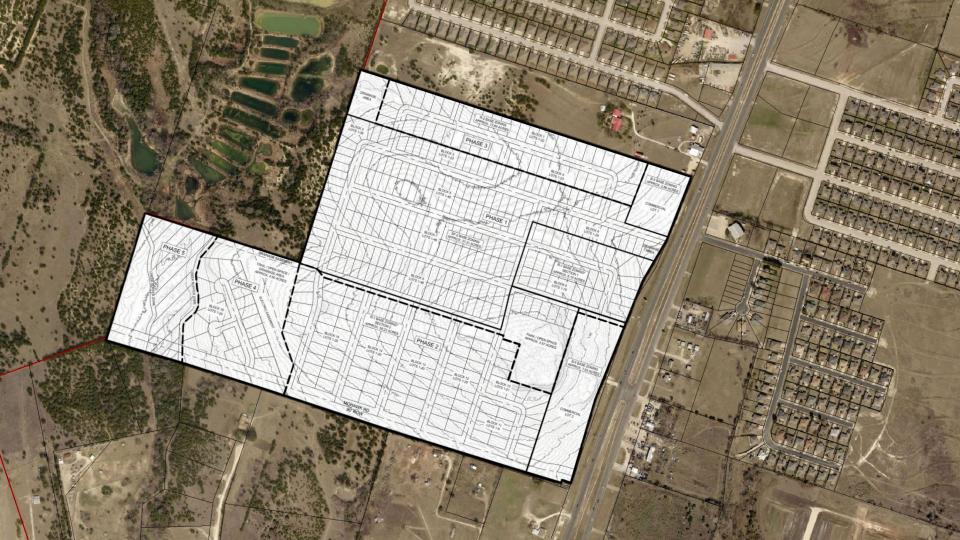
1 inch = 833 feet

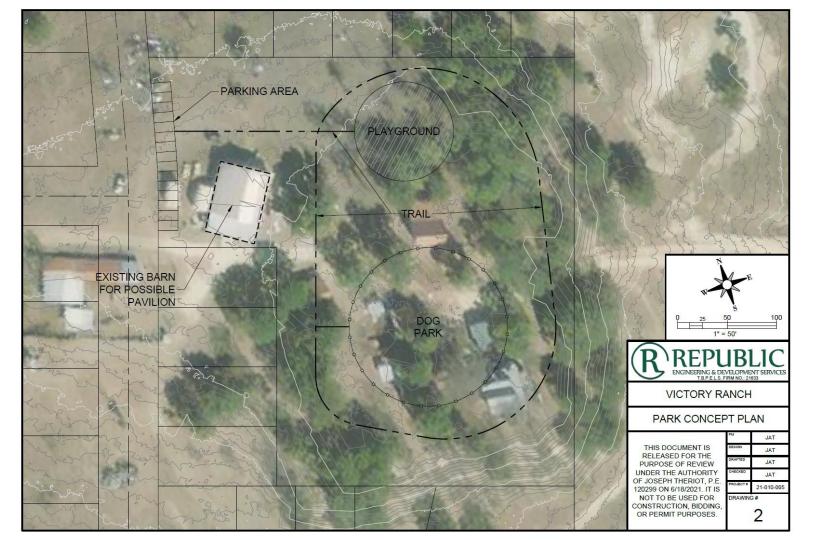
Date: 7/9/2021

- Proposed underlying zoning districts are as follows:
  - □ 67.33 acres (169 lots) of "R-1" (Single-Family Residential) uses;
  - □ 37.31 acres (201 lots) of "SF-2" (Single-Family Residential) uses;
  - □ 13.69 acres (48 lots) of "R-2" (Two-Family Residential) uses; and
  - □ 10.49 acres of "B-3" (Local Business District) uses.
- Total: 466 Dwelling Units proposed



- □ If approved, all "R-1" lots will have a minimum side yard setback of five (5) feet; and
- □ The "R-1" lots in Section 1 (33 lots) will have a minimum rear yard setback of twenty (20) feet.

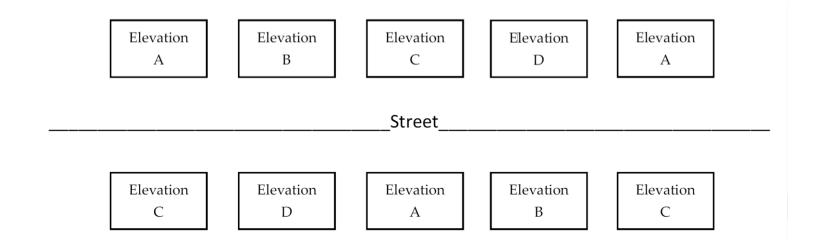




- The applicant is also proposing a series of PUD standards, which include the following:
  - Increased landscaping requirements;
  - Architectural standards;
  - A repetition standard;
  - Enhanced fencing standards; and
  - A provision for HOA maintained open space to include a dog park, playground, and trail.

### Plan Repetition:

A house elevation can be repeated every  $5^{th}$  lot on the same side of the street, or every  $3^{rd}$  lot on the opposite side of the street.



### **Architectural Standards:**

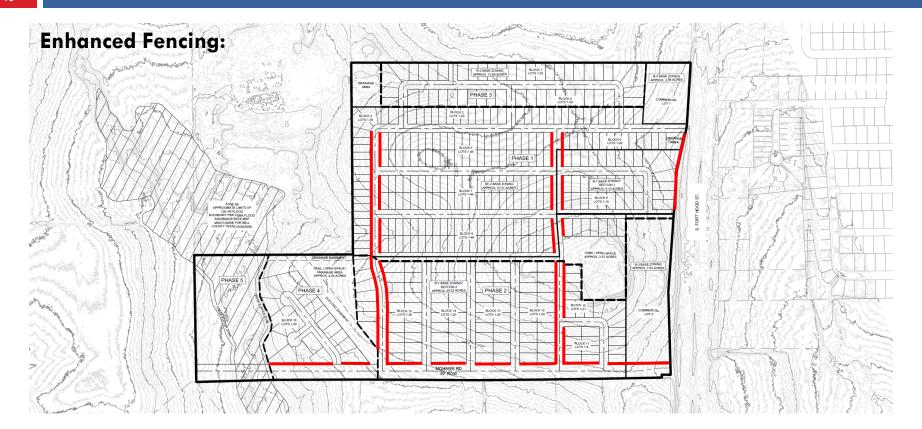
All "R-2" lots will include at least one (1), and all "SF-2" and "R-1" lots will include at least two (2) of the following architectural elements:

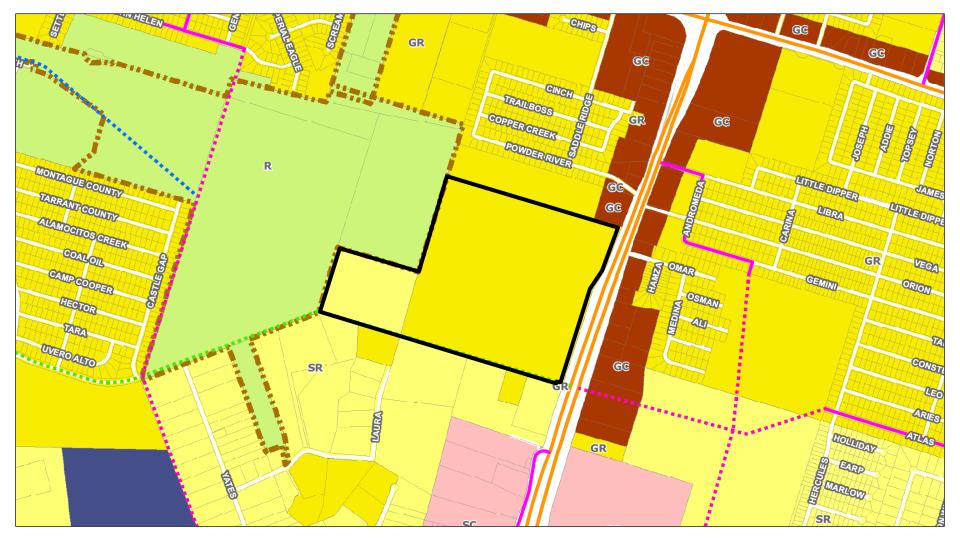
- 1. Vertical articulation A minimum of three (3) wall planes shall be provided on the front elevation, with offsets being at least twelve (12) inches deep.
- 2. Covered front porch A covered front porch of at least sixty (60) square feet shall be provided.
- **3. Enhanced windows** Windows on the front elevation shall incorporate use of transoms, bay windows, shutters, dormers, or other similar window enhancements.

- **4. Enhanced garage doors** Garage doors shall have accent windows and decorative hardware.
- **5. Architectural details** The front elevation shall incorporate enhanced architectural details including corbels, quoining, louvered vents, keystones, decorative railings, or coach lights.
- **6. Variable roof pitch** At least two (2) different roof types (e.g. hip and gable) or two (2) different roof planes of varying height, direction, or pitch shall be provided.

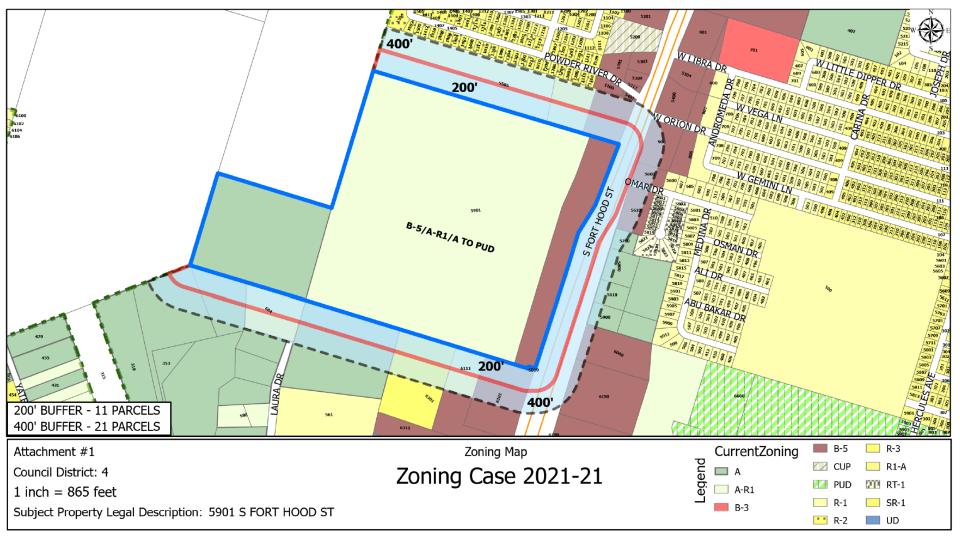
### Fencing Standards:

All privacy fencing adjacent to South Fort Hood Street, the Mohawk Drive extension, and two internal north/south streets will be supported using metal posts and will have masonry columns at turn points and property corners.





- Staff notified fourteen (14) surrounding property owners regarding this request.
- Of those property owners notified, ten (10) reside outside of the 200-foot notification boundary required by the State, but within the 400-foot notification boundary required by Council; and five (5) reside outside of Killeen.
- As of the date of this staff report, staff has received two (2) written responses regarding this request – one (1) in support and one (1) in opposition.



### **Alternatives**

- □ The City Council has three (3) alternatives:
  - Disapprove the applicant's PUD request;
  - Approve the proposed PUD with additional/amended conditions; or
  - Approve the PUD as presented by the applicant.

### Staff Recommendation

- Staff recommends approval of the PUD as presented.
- Staff finds that the proposed PUD is compatible with the adjacent land uses and prevailing community character.
- In addition, staff finds that the proposed PUD standards, which include increased landscaping and architectural standards, will provide for a high-quality finished product.

### Commission Recommendation

At their regular meeting on July 19, 2021, the Planning and Zoning Commission recommended approval of the PUD as presented by the applicant by a vote of 5 to 0.



File created:

### City of Killeen

### Legislation Details

 File #:
 PH-21-041
 Version:
 1
 Name:
 Zoning 21-22

Type: Ordinance/Public Hearing Status: Public Hearings

On agenda: 8/10/2021 Final action:

Title: HOLD a public hearing and consider an ordinance requested by Mitchell & Associates on behalf of

Twin Creek Joint Venture II (Case #Z21-22) to rezone approximately 2.27 acres from "B-5" (Business District) to "R-2" (Two-Family Residential District), being Lot 6, Block 2, Twin Creek Addition Section

City Council

Two. The property is locally addressed as 4202 Water Street, Killeen, Texas.

In control:

**Sponsors:** Development Services

6/23/2021

Indexes:

Code sections:

Attachments: Staff Report

Maps
Minutes
Ordinance
Considerations
Presentation

Date Ver. Action By Action Result

8/3/2021 1 City Council Workshop



#### STAFF REPORT

**DATE:** August 3, 2021

TO: Kent Cagle, City Manager

FROM: Tony McIlwain, Exec. Director of Development Services

SUBJECT: ZONING CASE #Z21-22 from "B-5" (Business District) to "R-2" (Two-

**Family Residential District).** 

#### **BACKGROUND AND FINDINGS:**

#### **Summary of Request:**

This request, submitted by Mitchell & Associates on behalf of Twin Creek Joint Venture II (**Case #Z21-22**), is to rezone Lot 6, Block 2, Twin Creek Addition Section Two, from "B-5" (Business District) to "R-2" (Two-Family Residential District). If approved, the applicant intends to develop seven (7) duplex lots on the property.

#### **Zoning / Plat Case History:**

The property was rezoned to "B-5" (Business District) around 1983. Staff is unable to determine the exact date of the rezoning or the original zoning of the parcel. The property was platted as the Lot 6, Block 2, Twin Creek Addition, on March 7th, 1983.

#### **Character of the Area:**

The surrounding area is made up of a mix of residential and commercial properties. Adjacent land uses are as follows:

North: Existing developed property zoned "R-3" (Multi-Family Residential District). South: Existing developed property zoned "R-3" (Multi-Family Residential District). East: Existing developed property zoned "R-1" (Single-Family Residential District). West: Existing developed property zoned "R-3" (Multi-Family Residential District).

#### **Future Land Use Map Analysis:**

This property is designated as 'General Residential' (GR) on the Future Land Use Map (FLUM) of the Comprehensive Plan. The 'General Residential' (GR) designation encompasses most existing residential areas within Killeen. The 6,000 square foot minimum lot size in the predominant R-1 zoning district results in less openness and separation between dwellings compared to Suburban residential areas. It is auto-oriented character (especially where driveways and front-loading garages dominate the front yard and building facades of homes), which can be offset by "anti-monotony" architectural standards, landscaping, and limitations on "cookie cutter" subdivision layouts characterized by straight streets and uniform lot sizes and arrangement.

The 'General Residential' (GR) designation encourages the following development types:

- Detached residential dwellings as a primary focus.
- Attached housing types subject to compatibility and open space standards (e.g., duplexes, townhomes, patio homes)
- Planned developments, potentially with a mix of housing types and varying densities, subject to compatibility and open space standards.
- Public/ institutional
- Parks and public spaces

This request is consistent with the Future Land Use Map (FLUM) of the Comprehensive Plan.

#### **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 located within the City of Killeen municipal utility service area and may be available to the subject tract.

#### **Transportation and Thoroughfare Plan:**

Ingress and Egress to the property from Twin Creek Road which is classified as 120' wide minor arterial and from Water Street which is classified as 60' wide local street on the City of Killeen adopted Thoroughfare Plan. A typical two-family home will generate twenty (20) vehicle trips per day. This development could see an increase of 140 vehicle trips per day for a development of this size. [note-this data is sourced from the Institute of Transportation Engineer (ITE) Trip Generation Rates-9th Edition, provided through Spack Consulting].

#### **Public Notification:**

Staff notified forty-two (42) surrounding property owners regarding this request. As of the date of this staff report, no written responses have been received regarding this request. Of those property owners notified, twenty-one (21) reside outside of the 200-foot notification boundary required by the State, but within the 400-foot notification boundary required by Council; and five (5) reside outside of Killeen.

#### **Staff Findings:**

Staff finds that the applicant's request is consistent with the surrounding property uses and is compatible with the existing land uses and prevailing community character.

There are no known environmental constraints for this tract. The Tract is not within any FEMA regulatory Special Flood Hazard Area (SFHA) and there are no known wetlands on or adjacent to the parcel.

At the time of development, the current drainage design manual and infrastructure design and development standards will be applicable to this site. The property owner and his agents are cautioned that unknown or unforeseen site conditions may require remedial action to provide safe and adequate water, sewer, or drainage service to the property. Further, City of Killeen

development regulations require that capacity analyses related to development of the property are the sole responsibility of the owner. The owner or his agents, acting as the permit applicant for the subject property, shall coordinate tie-in to all publicly dedicated infrastructure with the Public Works Department.

#### **THE ALTERNATIVES CONSIDERED:**

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

- Disapprove the applicant's request for "R-2" (Two-Family Residential District); or
- Approve the applicant's request for "R-2" (Two-Family Residential District).

#### Which alternative is recommended?

Staff recommends approval of the applicant's request to rezone the property from "B-5" (Business District) to "R-2" (Two-Family Residential District) as the request is consistent with the Future Land Use Map (FLUM) of the Comprehensive Plan.

**Why?** The proposed change in use is compatible with the existing character of the area.

#### **CONFORMITY TO CITY POLICY:**

This zoning request conforms to the City's policy and procedures as detailed in Chapter 31 of the City of Killeen Code of Ordinances.

#### **FINANCIAL IMPACT:**

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

This zoning request does not involve the expenditure of city funds; however, subsequent development and dedication of public infrastructure will involve the expenditure of maintenance funds over the life cycle of future development.

#### Is this a one-time or recurring expenditure?

This is not applicable.

#### Is this expenditure budgeted?

This is not applicable.

#### If not, where will the money come from?

This is not applicable.

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

This is not applicable.

#### **RECOMMENDATION:**

At their regular meeting on July 19th, the Planning & Zoning Commission recommended approval of the applicant's request to rezone the property from "B-5" (Business District) to "R-2" (Two-Family Residential District) by a vote of 5 to 0.

### **DEPARTMENTAL CLEARANCES:**

This item has been reviewed by the Planning and Legal staff.

### **ATTACHED SUPPORTING DOCUMENTS:**

Maps Minutes Ordinance



Attachment #3

Council District: 1

1 inch = 132 feet

Zoning Map

Zoning Case 2021-22

Subject Property Legal Description: TWIN CREEK ADDITION SECTION TWO, BLOCK 002, LOT 0006, ACRES 2.27







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# MINUTES PLANNING AND ZONING COMMISSION MEETING JULY 19, 2021

CASE #Z21-22 "B-5" to "R-2"

**HOLD** a public hearing and consider a request submitted by Mitchell & Associates on behalf of Twin Creek Joint Venture II (Case #Z21-22) to rezone approximately 2.27 acres from "B-5" (Business District) to "R-2" (Two-Family Residential District), being out of the Twin Creek Addition Survey, Section Two, Block 002, Lot 0006. The property is locally addressed as 4202 Water Street, Killeen, Texas.

Ms. Meshier briefed the Commission regarding the applicant's request. She stated that staff recommended approval as presented.

Mr. Ace Reneau with Mitchell & Associates was present to represent the case.

Vice Chairman Minor opened the public hearing. With no one wishing to speak, the public hearing was closed.

Commissioner Alvarez made a motion to approve the applicant's request. Commissioner Sabree seconded, and the motion passed by a vote of 5 to 0.

AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF KILLEEN BY CHANGING THE ZONING OF APPROXIMATELY 2.27 ACRES BEING LOT 6, BLOCK 2, TWIN CREEK ADDITION SECTION TWO, FROM "B-5" (BUSINESS DISTRICT) TO "R-2" (TWO-FAMILY RESIDENTIAL DISTRICT); PROVIDING A SAVINGS CLAUSE; PROVIDING FOR THE REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Mitchell & Associates on behalf of Twin Creek Joint Venture II 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 6, Block 2, Twin Creek Addition Section Two, from "B-5" (Business District) to "R-2" (Two-Family Residential District), said request having been duly recommended for approval of "R-2" (Two-Family Residential District) by the Planning and Zoning Commission of the City of Killeen on the 19th day of July 2021, 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 10th day of August 2021, at the City Hall, City of Killeen;

**WHEREAS**, the City Council at said hearing duly considered said request, the action of the Planning and Zoning Commission and the evidence in support thereof, and the City Council being of the majority opinion that the applicant's zoning request should be approved as recommended by the Planning and Zoning Commission;

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

**SECTION I.** That the zoning classification of Lot 6, Block 2, Twin Creek Addition Section Two, be changed from "B-5" (Business District) to "R-2" (Two-Family Residential District), said request having been duly recommended for approval of "R-2" (Two-Family Residential District), for the property locally addressed as 4202 Water Street, 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 10th day of August 2021, at which meeting a quorum was present, held in

accordance with the provisions of V.T.C.A., Government Code, §551.001 et seq.

	APPROVED:	
	Jose L. Segarra, MAYOR	
ATTEST:		
Lucy C. Aldrich, CITY SECRETARY		
APPROVED AS TO FORM		

Traci S. Briggs, City Attorney

Case #21-22

Ord. #21-___

#### 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 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.



CASE #Z21-22: "B-5" TO "R-2"

### Case #Z21-22 - "B-5" to "R-2"

- HOLD a public hearing and consider a request submitted by Mitchell & Associates on behalf of Twin Creek Joint Venture II (Case #Z21-22) to rezone approximately 2.27 acres from "B-5" (Business District) to "R-2" (Two-Family Residential District), being out of the Twin Creek Addition Survey, Section Two, Block 02, Lot 06.
- The property is locally addressed as 4202 Water Street, Killeen, Texas.



Attachment #1 Zoning Map

Council District: 1 Zoning Case 2021-22

1 inch = 7,674 feet

Subject Property Legal Description: TWIN CREEK ADDITION SECTION TWO, BLOCK 002, LOT 0006, ACRES 2.27



Attachment #3 Council District: 1 1 inch = 132 feet

Zoning Case 2021-22

Subject Property Legal Description: TWIN CREEK ADDITION SECTION TWO, BLOCK 002, LOT 0006, ACRES 2.27

Legend

Citylimits

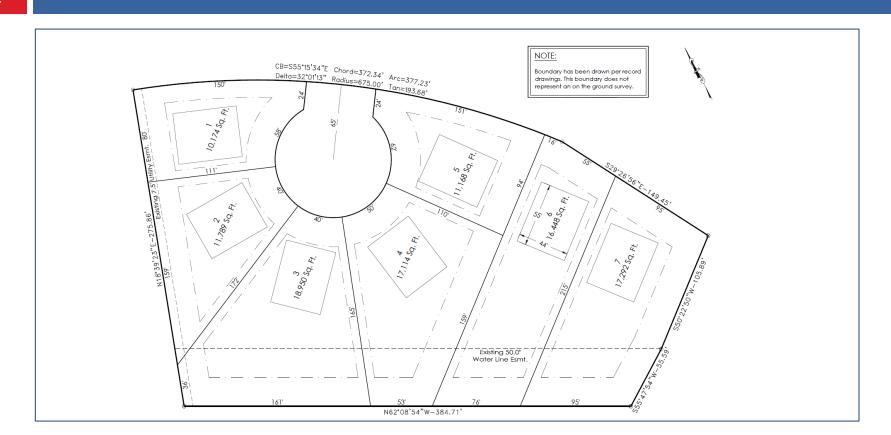


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 If approved, the applicant intends to develop seven (7) duplex lots on the property.

At full buildout, this development could result in an increase of up to 140 vehicle trips per day.



### Subject property looking west:

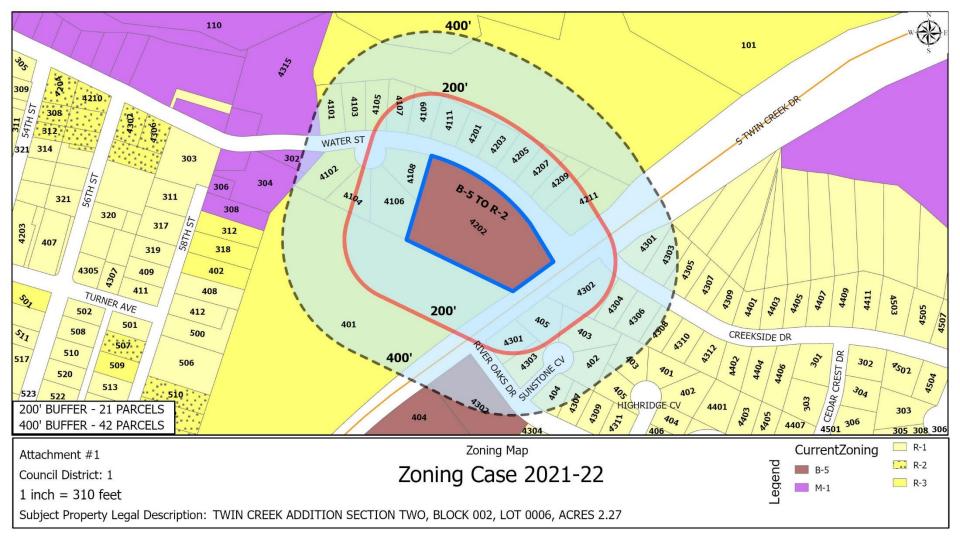


### Subject property looking east:



- The 'General Residential' (GR) designation encourages the following development types:
  - Detached residential dwellings as a primary focus.
  - Attached housing types subject to compatibility and open space standards (e.g., duplexes, townhomes, patio homes)
  - Planned developments, potentially with a mix of housing types and varying densities, subject to compatibility and open space standards.
  - Public/ institutional; Parks and public spaces
- This request is consistent with the Future Land Use Map (FLUM) of the Comprehensive Plan.

- Staff notified forty-two (42) surrounding property owners regarding this request.
- Of those property owners notified, twenty-one (21) reside outside of the 200-foot notification boundary required by the State, but within the 400-foot notification boundary required by Council; and five (5) reside outside of Killeen.
- As of the date of this staff report, no written responses have been received regarding this request.



## Alternatives

- □ The City Council has two (2) alternatives:
  - Disapprove the applicant's request; or
  - Approve the applicant's request.

# Staff Recommendation

- Staff recommends approval of the applicant's request as presented.
- Staff finds that the applicant's zoning request is consistent with the surrounding property and compatible with the prevailing community character. Staff also finds that the request is consistent with the Future Land Use Map (FLUM) of the Comprehensive Plan.

# Commission Recommendation

At their regular meeting on July 19, 2021, the Planning and Zoning Commission recommended approval of the request by a vote of 5 to 0.



### City of Killeen

### Legislation Details

 File #:
 PH-21-042
 Version:
 1
 Name:
 Zoning 21-23

File created: 6/23/2021 In control: City Council

On agenda: 8/10/2021 Final action:

Ordinance/Public Hearing

Title: HOLD a public hearing and consider an ordinance requested by Mitchell & Associates on behalf of

Status:

Fameco-Texas, L.L.C. (Case #Z21-23) to rezone approximately 0.237 acre from "R-MH" (Residential Mobile Home District) to "R-2" (Two-Family Residential District). The property is locally addressed as

**Public Hearings** 

413 E. Dunn Avenue, Killeen, Texas.

**Sponsors:** Development Services

Indexes:

Type:

**Code sections:** 

Attachments: Staff Report

Maps
Minutes
Ordinance
Considerations
Presentation

Date Ver. Action By Action Result

8/3/2021 1 City Council Workshop



#### STAFF REPORT

**DATE:** August 3, 2021

TO: Kent Cagle, City Manager

FROM: Tony McIlwain, Exec. Director of Development Services

**SUBJECT:** ZONING CASE #Z21-23 from "R-MH" (Residential Mobile Home District)

to "R-2" (Two-Family Residential District).

#### **BACKGROUND AND FINDINGS:**

#### **Summary of Request:**

This request, submitted by Mitchell & Associates on behalf of Fameco-Texas, L.L.C. (**Case #Z21-23**) is to rezone approximately 0.237 acre from "R-MH" (Residential Mobile Home District) to "R-2" (Two-Family Residential District). If approved, the applicant intends to develop one (1) duplex on the property.

#### **Zoning / Plat Case History:**

Staff is unable to determine the exact date of the rezoning or the original zoning of the parcel. The property is currently unplatted.

#### **Character of the Area:**

The surrounding area is made up of a mix of residential and commercial properties. Adjacent land uses are as follows:

North: Existing developed property zoned "R-3" (Multi-Family Residential District).

**South:** Existing developed property zoned "R-3" (Multi-Family Residential District) across East

Dunn Avenue.

**East:** Existing developed property zoned "R-3" (Multi-Family Residential District).

West: Existing developed property zoned "B-3" (Local Business District).

#### **Future Land Use Map Analysis:**

This property is designated as 'Residential-Commercial Mix' (RC-Mix) on the Future Land Use Map (FLUM) of the Comprehensive Plan. The 'Residential-Commercial Mix' (RC-Mix) designation encompasses areas that were allowed to develop in the past non-residential uses (including uses with a heavy commercial and/or industrial intensity) intermixed amid a variety of residential uses, often with minimal screening and/or buffering. This designation is auto-oriented in character.

The 'Residential-Commercial Mix' (RC-Mix) future land use and character recommends the following development types:

- Mix of residential types and densities.
- Variety of commercial and light industrial activities

This request is consistent with the Future Land Use Map (FLUM) of the Comprehensive Plan for the proposed "R-2" (Two-Family Residential District).

#### **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 located within the City of Killeen municipal utility service area and may be available to the subject tract.

#### **Transportation and Thoroughfare Plan:**

Existing conditions: Ingress and Egress to the property from Dunn Avenue which is classified as 60' wide local street on the City of Killeen adopted Thoroughfare Plan.

#### **Public Notification:**

Staff notified fifty-eight (58) surrounding property owners regarding this request. As of the date of this staff report, no written responses have been received regarding this request.

Of those property owners notified, thirty-eight (38) reside outside of the 200-foot notification boundary required by the State, but within the 400-foot notification boundary required by Council; and twelve (12) reside outside of Killeen.

#### **Staff Findings:**

Staff finds that the applicant's proposed zoning request is consistent with the surrounding property uses and is compatible with the existing land uses and prevailing community character.

There are no known environmental constraints for this tract. The Tract is not within any FEMA regulatory Special Flood Hazard Area (SFHA) and there are no known wetlands on or adjacent to the parcel.

At the time of development, the current drainage design manual and infrastructure design and development standards will be applicable to this site. The property owner and his agents are cautioned that unknown or unforeseen site conditions may require remedial action to provide safe and adequate water, sewer, or drainage service to the property. Further, City of Killeen development regulations require that capacity analyses related to development of the property are the sole responsibility of the owner. The owner or his agents, acting as the permit applicant for the subject property, shall coordinate tie-in to all publicly dedicated infrastructure with the Public Works Department.

#### THE ALTERNATIVES CONSIDERED:

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

- Disapprove the applicant's request for "R-2" (Two-Family Residential District); or
- Approve the applicant's requested "R-2" (Two-Family Residential District).

#### Which alternative is recommended?

Staff recommends approval of the applicant's request to rezone the property from "R-MH" (Residential Mobile Home District) to "R-2" (Two-Family Residential District) as the request is consistent with the Future Land Use Map (FLUM) of the Comprehensive Plan.

**Why?** The proposed change in use is compatible with the existing character of the area.

#### **CONFORMITY TO CITY POLICY:**

This zoning request conforms to the City's policy and procedures as detailed in Chapter 31 of the City of Killeen Code of Ordinances.

#### **FINANCIAL IMPACT:**

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

This zoning request does not involve the expenditure of city funds; however, subsequent development and dedication of public infrastructure may involve the expenditure of maintenance funds over the life cycle of future development.

#### Is this a one-time or recurring expenditure?

This is not applicable.

#### Is this expenditure budgeted?

This is not applicable.

#### If not, where will the money come from?

This is not applicable.

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

This is not applicable.

#### **RECOMMENDATION:**

At their regular meeting on July 19, 2021, the Planning & Zoning Commission recommended approval of the applicants request to rezone the property from "R-MH" (Residential Mobile Home District) to "R-2" (Two-Family Residential District) by a vote of 5 to 0.

#### **DEPARTMENTAL CLEARANCES:**

This item has been reviewed by the Planning and Legal staff.

### **ATTACHED SUPPORTING DOCUMENTS:**

Maps Minutes Ordinance Considerations



Attachment #3

Council District: 1

1 inch = 41 feet

Zoning Map

Zoning Case 2021-23

Subject Property Legal Description: COLE, BLOCK 007, LOT PT BLK, ACRES 0.237







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# MINUTES PLANNING AND ZONING COMMISSION MEETING JULY 19, 2021

CASE #Z21-23 "R-MH" to "R-2"

**HOLD** a public hearing and consider a request submitted by Mitchell & Associates on behalf of Fameco-Texas, LLC (**Case #Z21-23**) to rezone approximately 0.237 acres from "R-MH" (Residential Mobile Home District) to "R-2" (Two-Family Residential District), being out of the Cole Survey, Block 007. The property is locally addressed as 413 East Dunn Street, Killeen, Texas.

Ms. Meshier briefed the Commission regarding the applicant's request. She stated that staff recommended approval as presented.

Mr. Ace Reneau with Mitchell & Associates was present to represent the case.

Vice Chairman Minor opened the public hearing. With no one wishing to speak, the public hearing was closed.

Commissioner Gukeisen made a motion to approve the applicant's request. Commissioner Alvarez seconded, and the motion passed by a vote of 5 to 0.

AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF KILLEEN BY CHANGING THE ZONING OF APPROXIMATELY 0.237 ACRES, BEING 413 E. DUNN AVENUE, FROM "R-MH" (RESIDENTIAL MOBILE HOME DISTRICT) TO "R-2" (TWO-FAMILY RESIDENTIAL DISTRICT); PROVIDING A SAVINGS CLAUSE; PROVIDING FOR THE REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Mitchell & Associates on behalf of Fameco-Texas, LLC 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 approximately 0.237 acres, for property locally known as 413 E. Dunn Avenue, from "R-MH" (Residential Mobile Home District) to "R-2" (Two-Family Residential District), said request having been duly recommended for approval of "R-2" (Two-Family Residential District) by the Planning and Zoning Commission of the City of Killeen on the 19th day of July 2021, 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 10th day of August 2021, at the City Hall, City of Killeen;

WHEREAS, the City Council at said hearing duly considered said request, the action of the Planning and Zoning Commission and the evidence in support thereof, and the City Council being of the majority opinion that the applicant's zoning request should be approved as recommended by the Planning and Zoning Commission;

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

**SECTION I.** That said request having been duly recommended for approval of "R-2" (Two-Family Residential District) for the property locally known as 413 E. Dunn Avenue, 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.

Ord. #21-___

**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 10th day of August 2021, at which meeting a quorum was present, held in accordance with the provisions of V.T.C.A., Government Code, §551.001 et seq.

	APPROVED:	
	Jose L. Segarra, MAYOR	
ATTEST:		
Lucy C. Aldrich, CITY SECRETARY		
APPROVED AS TO FORM		
Traci S. Briggs, City Attorney Case #21-23		

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

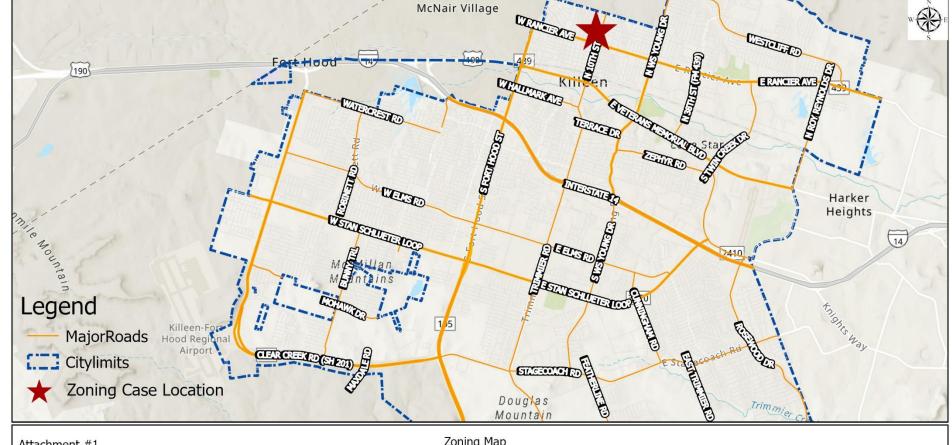
#### C. Conditions to Consider

- 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.



CASE #Z21-23: "R-MH" TO "R-2"

- HOLD a public hearing and consider a request submitted by Mitchell & Associates on behalf of Fameco-Texas, LLC (Case #Z21-23) to rezone approximately 0.237 acres of Block 007 of the Cole Survey from "R-MH" (Residential Mobile Home District) to "R-2" (Two-Family Residential District).
- The property is locally addressed as 413 East Dunn Street, Killeen, Texas.



Attachment #1 Zoning Map

Council District: 1 Zoning Case 2021-23

1 inch = 7,674 feet

Subject Property Legal Description: COLE, BLOCK 007, LOT PT BLK, ACRES 0.237



Attachment #3
Council District: 1
1 inch = 41 feet

Zoning Map
Zoning Case 20

Zoning Case 2021-23

Subject Property Legal Description: COLE, BLOCK 007, LOT PT BLK, ACRES 0.237

Legend

Citylimits

Production.GISADMIN.ZoningCases2021 selection

5

- If approved, the applicant intends to develop a duplex on the property.
- There are no known environmental constraints for this tract. The Tract is not within any FEMA regulatory Special Flood Hazard Area (SFHA) and there are no known wetlands on or adjacent to the parcel.

### Subject property looking north:



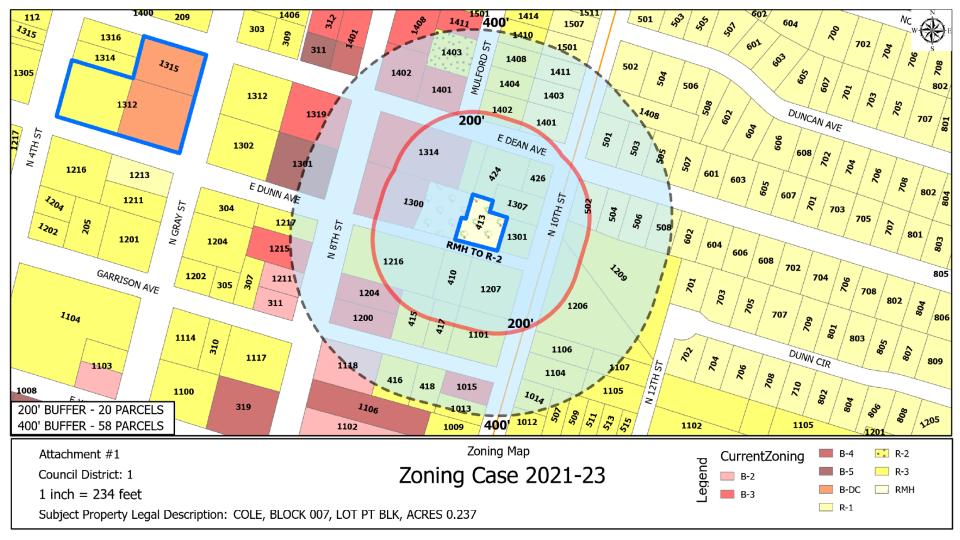
- This property is designated as 'Residential-Commercial Mix' (RC-Mix) on the Future Land Use Map (FLUM) of the Comprehensive Plan.
- The 'Residential-Commercial Mix' (RC-Mix) designation encompasses areas that were allowed to develop in the past non-residential uses intermixed amid a variety of residential uses, often with minimal screening and/or buffering.

The 'Residential-Commercial Mix' (RC-Mix) future land use and character recommends the following development types:

- Mix of residential types and densities; and
- Variety of commercial and light industrial activities.

This request is consistent with the Future Land Use Map (FLUM) of the Comprehensive Plan.

- Of those property owners notified, thirty-eight (38) reside outside of the 200-foot notification boundary required by the State, but within the 400-foot notification boundary required by Council; and twelve (12) reside outside of Killeen.
- As of the date of this staff report, no written responses have been received regarding this request.



## Alternatives

- □ The City Council has two (2) alternatives:
  - Disapprove the applicant's request; or
  - Approve the applicant's request.

### Recommendation

- Staff recommends approval of the applicant's request as presented.
- Staff finds that the applicant's request is consistent with the surrounding property and compatible with the prevailing community character. Staff also finds that the request is consistent with the Future Land Use Map (FLUM) of the Comprehensive Plan.

# Commission Recommendation

□ At their regular meeting on July 19, 2021, the Planning and Zoning Commission recommended approval of the request by a vote of 5 to 0.



### City of Killeen

### Legislation Details

File #: PH-21-043 Version: 1 Name: Atmos Energy Temporary Construction Easement

**Type:** Ordinance/Public Hearing **Status:** Public Hearings **File created:** 7/20/2021 **In control:** City Council

On agenda: 8/10/2021 Final action:

Title: HOLD a public hearing and consider an ordinance granting easements to Atmos Energy for

approximately 0.221 acre consisting of a surface site easement, temporary workspace easement and access easement to be located at the terminus of Persimmon Drive, adjacent to 3008 Persimmon

Drive, Killeen TX, 76543. (1st of 3 readings)

**Sponsors:** Development Services

Indexes:

Code sections:

Attachments: Staff Report

Maps
Exhibit
Offer Letter
Ordinance
Presentation

Date Ver. Action By Action Result

8/3/2021 1 City Council Workshop



#### STAFF REPORT

**DATE:** August 3, 2021

TO: Kent Cagle, City Manager

FROM: Tony McIlwain, Executive Director of Development Services

SUBJECT: Grant Atmos Energy easements for .221 acre consisting of a surface site

easement, temporary workspace easement and access easement to be located at the terminus of Persimmon Drive, adjacent to 3008

**Persimmon Drive** 

#### **BACKGROUND AND FINDINGS:**

Atmos Energy Corporation submits this request for the grant of a easements for approximately .221 acre consisting of a surface site easement, temporary workspace easement and access easement to be located at the terminus of Persimmon Drive, adjacent to 3008 Persimmon Drive. The subject property is located on a 7.28 acre site that was conveyed to the City of Killeen in 2015 for drainage purposes (the site has been identified as a regional detention pond in the 2005 and 2012 Drainage Master Plans). The proposed location of the .221 acre easement area will not affect the City's ability to further improve the property for drainage purposes. The Appraisal District of Bell County has placed a market value of \$500 on the entirety of the 7.28 acre site. Owing to this appraised value is Long Branch Ditch, which accounts for approximately 4 acres of floodplain on the land. The surface site easement and access easement are permanent easements and Atmos Energy has submitted an initial offer of \$2,500 as compensation for the acreage within the site and any applicable damage to the remainder of the property. Staff's determination is that the initial offer is adequate and fair. Atmos Energy intends to use the property during a pipeline replacement effort. The temporary workspace easement shall automatically terminate on the date on which initial construction of the easement facilities has been completed and placed into service. The attached Exhibit illustrates the location of the respective easements.

Article XI, Section 119, of the City Charter authorizes the City Council to approve this easement request and states, "The ownership, right of control and use of streets, highways, alleys, parks, public places and all other real property of the City of Killeen is hereby declared to be inalienable to said City, except by ordinances passed by vote of the majority of the governing body of the city, as hereinafter provided; and no franchise or easement involving the right to use same, either along, across, over or under the same, shall ever be valid unless expressly granted and exercised in compliance with the terms hereof, and of the ordinances granting the same. No act or omission of the city, its governing body, officers or agents shall be construed to confer or extend by estoppel or indirection, any right, franchise or easement not expressly granted by ordinance."

#### THE ALTERNATIVES CONSIDERED:

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

- Disapprove the ordinance granting Atmos Energy the requested easements consisting of .221 acre and the compensation offer of \$2,500; or
- Approve the ordinance granting Atmos Energy the requested easements consisting of .221 acre and the compensation offer of \$2,500.

#### Which alternative is recommended? Why?

Staff recommends that the City Council approve the ordinance and accept the compensation offer. The easements consisting of .221 acre are necessary for the pipeline replacement.

#### **CONFORMITY TO CITY POLICY:**

This item conforms to state and local policies.

#### **FINANCIAL IMPACT:**

What is the amount of the expenditure in the current fiscal year? For future years? This easement request does not involve the expenditure of city funds.

#### Is this a one-time or recurring expenditure?

This is not applicable.

#### Is this expenditure budgeted?

This is not applicable.

#### If not, where will the money come from?

This is not applicable.

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

This is not applicable.

#### **RECOMMENDATION:**

Staff recommends that the City Council approve the ordinance granting Atmos Energy the requested easements after three readings.

#### **DEPARTMENTAL CLEARANCES:**

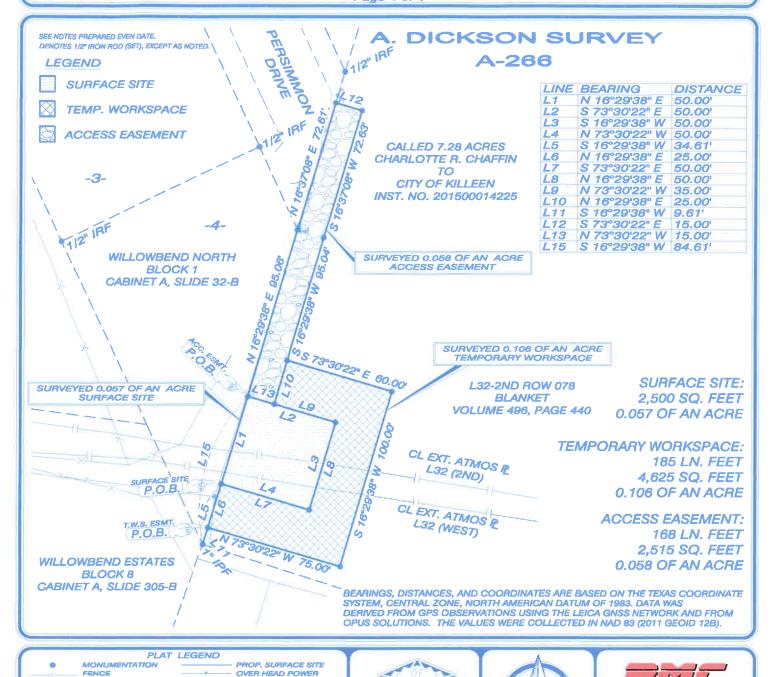
This item has been reviewed by the Planning and Legal staff.

#### **ATTACHED SUPPORTING DOCUMENTS:**

Maps Exhibit Initial offer letter Ordinance



#### EXHIBIT "A" Page 4 of 4





ROAD - PUBLIC

SURVEY LINE



#### INITIAL OFFER LETTER

06.21.2021

City of Killeen PO Box 1329 Killeen, TX 76540-1329 Via CMRRR# 7020 0090 0000 8929 8479

City of Killeen 101 North College Killeen, Texas 76541

Via CMRRR# 7020 0090 0000 8929 8486

RE:

Atmos Energy Pipeline – Line P25 (L32)

Bell County, Texas

#### Dear Landowner:

Atmos Energy Corporation ("Atmos Energy") is a Texas-based company that transports and delivers natural gas to residential, commercial, industrial and municipal customers. In order to safely and reliably provide our customers with these services, Atmos Energy must from time to time install new pipelines and related facilities. In connection therewith, Atmos Energy has determined there is a public necessity to acquire a new surface site location over your property in Bell County, which is more particularly described in the easement enclosed herewith.

Atmos Energy has investigated property values in your area in order to assess the amount of just compensation due as a result of this acquisition and determined that \$2,500.00 is appropriate compensation for the acreage within the site and any applicable damage to the remainder of your property. You have the right to discuss with others this offer or any agreement made with Atmos Energy, or you have the right to keep this offer or any agreement confidential.

Copies of the proposed easement and a plat showing the location of the easement on your property are enclosed. Please feel free to call me to discuss these documents.

Atmos Energy has the power of eminent domain in acquiring the easement being sought because it is for a public use and purpose. However, Atmos Energy prefers to acquire property rights through open market negotiation. In the event Atmos Energy cannot acquire the easement by voluntary acquisition, the condemnation process will have to be used. Enclosed for your convenience and reference is a copy of *The State of Texas Landowner's Bill of Rights*, which discusses the condemnation process.

If you wish to discuss this offer with Atmos Energy, please contact me at (214) 206-2913 or via email at <a href="mailto:tiffani.dygert@atmosenergy.com">tiffani.dygert@atmosenergy.com</a> or our right-of-way agent, Mike Russell with Percheron LLC, at (956) 330-4758. We look forward to discussing this matter with you.

Sincerely,

Tiffani Dygert, Right of Way Agent II

Atmos Energy Corporation 5420 LBJ Freeway, Suite 1700

Dallas, Texas 75240

Enclosures:

Easement

Survey plat

Landowner's Bill of Rights

AN ORDINANCE GRANTING EASEMENTS TO ATMOS ENERGY CORPORATION FOR APPROXIMATELY .221 ACRE CONSISTING OF A SURFACE SITE EASEMENT, TEMPORARY WORKSPACE EASEMENT, AND ACCESS EASEMENT LOCATED AT THE TERMINUS OF PERSIMMON DRIVE, ADJACENT TO 3008 PERSIMMON DRIVE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR THE REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS,** Atmos Energy Corporation has presented to the City of Killeen, a request for easements for approximately .221 acre consisting of a surface site easement, temporary workspace easement and access easement, for property located at the terminus of Persimmon Drive, adjacent to 3008 Persimmon Drive, Killeen, Texas;

**WHEREAS,** the City Council, after three readings at three separate Council meetings, duly considered said request and the evidence in support thereof, and the City Council being of the majority opinion that the Atmos Energy's easement request should be approved;

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

That for and in consideration of the sum of TEN DOLLARS (\$10.00), and other good and valuable consideration paid by Atmos Energy Corporation, a Texas and Virginia corporation with its principal office at 5420 LBJ Freeway, Suite 1800, Dallas, Texas 75240, together with its successors and assigns (said entity and its successors and assigns are herein collectively called "Grantee"), the receipt of which is hereby acknowledged, the undersigned, (herein called "Grantor" whether one or more), hereby grants, sells and conveys unto Grantee, a free and unobstructed right of way and exclusive easement for the purposes of:

- (i) laying, constructing, operating, maintaining, inspecting, repairing, replacing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will, in whole or in part, aboveground and underground pipeline or pipelines and the appurtenances thereto, including, without limitation, valves, fittings, metering facilities, pigging facilities, pressure regulating facilities, cathodic protection equipment, communication facilities, barricades and fencing, the right to construct and install gravel, asphalt or concrete upon the surface of the Facilities Easement Area (as defined herein), aerial markers, and other appurtenances as may be necessary or convenient in the operation of said facilities (collectively, the "Aboveground Facilities"), over, across, under and upon the lands more particularly described, and labeled as "Surface Site" on Exhibit "A" attached hereto and made a part hereof for all purposes (collectively, the "Facilities Easement Area"); and
- (ii) vehicular and pedestrian ingress to and egress from the Facilities Easement Area along and

upon the land more particularly described as the "Access Easement" on Exhibit "A" attached hereto and made a part hereof (the "Access Easement Area").

Grantee's Aboveground Facilities and any improvements to the Access Easement Area are collectively referred to as Grantee's "Easement Facilities." The areas comprising the Facilities Easement Area and the Access Easement Area are collectively referred to as the "Easement Area."

Grantee shall also be entitled to use temporary workspace as described in Exhibit "A" (the "Temporary Workspace") to carry out the initial construction of the Easement Facilities, which rights shall include, but not be limited to, boring activities, clearing, leveling, temporary storage, and staging equipment and materials. Grantee's right to utilize this Temporary Workspace will terminate and cease on the date on which initial construction of the Easement Facilities has been completed and the same are placed into service.

#### It is further agreed as follows:

- 1. Grantee shall have the right to select the exact location of its Aboveground Facilities within the Facilities Easement Area, and to do whatever may be requisite for the use and enjoyment of the rights herein granted, including the right of ingress and egress over Grantor's adjacent or additional lands to or from the Facilities Easement Area in the event that Grantee cannot, within its sole discretion, reasonably access the Facilities Easement Area by staying within the boundaries of the Access Easement Area.
- 2. Grantor shall have no access rights on, under, or over the Facilities Easement Area. Further, Grantor shall not obstruct Grantee's use of the Access Easement Area.
- 3. Grantor further agrees not to change the grade, remove dirt from the surface of the Easement Area or impound water over the Easement Area without the prior written approval of Grantee.
- 4. The aforesaid consideration includes any and all damages that may be sustained by the original construction of the Easement Facilities, including without limitation, cutting trees and damages to land, trees, buildings, fences, growing crops and grasses; however, after the original construction Grantee will pay to the owner of the land and, if leased, to his tenant, as they may be respectively entitled, actual damages done to fences and growing crops by reason of entry to repair, maintain and remove the Easement Facilities. Further, the aforesaid consideration includes the right of Grantee to install additional, future appurtenances as Grantee, in its sole discretion, may determine to be necessary or convenient.
- 5. Grantee has the right to trim, cut down or eliminate trees or shrubbery to the extent, in the sole judgment of Grantee as may be necessary to prevent possible present or future interference with the convenient operation or convenient inspection of the Easement Facilities and to remove possible present or future hazards to the Easement Facilities, and the right to remove or prevent the construction of any and all buildings, structures, reservoirs, or other obstructions on the Easement Area and to prevent activities on the Easement Area, any of which, in the sole judgment of the Grantee may presently or in the future endanger or interfere with the efficiency, safety, convenient operation or convenient inspection of the Easement Facilities.
- 6. If Grantee should abandon the rights granted herein and if such abandonment should continue for a continuous period of ten years, all rights of Grantee herein shall ipso facto terminate and revert to Grantor, his heirs, legal representatives, and assigns.

- 7. Grantor and Grantee agree that the failure to assert any right under this Aboveground Facilities Easement shall not constitute a waiver of any other right hereunder. Further, it is hereby agreed that any delay by Grantee in asserting any right granted it in this Aboveground Facilities Easement, regardless of the length of any such delay, shall not prevent Grantee from later asserting or otherwise enforcing that same right, including but not limited to the right to prevent or remove any encroachments within the Easement Area as provided in Paragraph 5 above.
- 8. Both Grantor and Grantee hereby represent and warrant that they have read and have fully understood the terms of this Aboveground Facilities Easement, that they have had the opportunity to have same reviewed by an attorney, and that in entering into this Aboveground Facilities Easement they are relying solely upon their independent review and the advice of their respective counsel. Further, Grantor and Grantee acknowledge that this Aboveground Facilities Easement has been negotiated by the parties, and this Aboveground Facilities Easement shall be construed as one prepared by the joint efforts of Grantor and Grantee and shall not be construed against either party as the drafter.

TO HAVE AND TO HOLD the above-described easements and rights unto the said Grantee, and Grantee's successors and assigns, until abandoned as provided for herein.

This instrument and covenants and agreements herein contained shall constitute covenants running with the land, binding upon Grantor, his heirs, legal representatives, successors and assigns, for the benefit of Grantee, and Grantee's successors and assigns.

Grantor hereby binds himself, his heirs, legal representatives and assigns to warrant and forever defend all and singular the above-described easements and rights, unto the said Grantee, and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

**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.

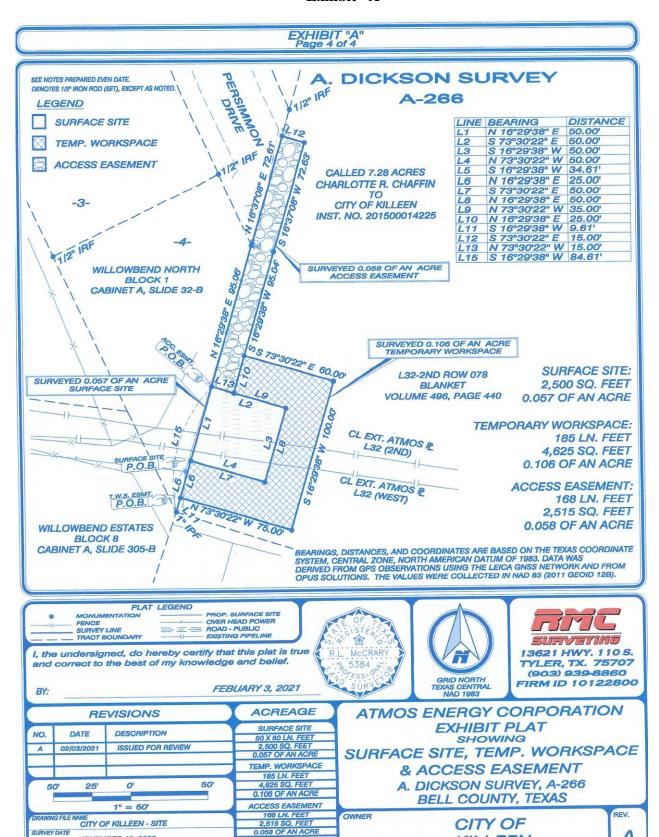
**SECTION III.** That all ordinances and resolutions, or parts thereof, in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

**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 14th day of September 2021, at which meeting a quorum was present, held in accordance with the provisions of V.T.C.A., Government Code, §551.001 et seq.

	APPROVED:
	Jose L. Segarra, MAYOR
ATTEST:	
Lucy C. Aldrich, CITY SECRETARY	
APPROVED AS TO FORM	
Traci S. Briggs, CITY ATTORNEY	
Case #21-03AB Ord. #21-	

#### Exhibit "A



TOTAL ACREAGE 0.221 OF AN ACRE KILLEEN

**NOVEMBER 19, 2020** 

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CONSIDER AN ORDINANCE GRANTING ATMOS ENERGY A .221 ACRE SURFACE SITE, TEMPORARY WORKSPACE AND ACCESS EASEMENT

## **Atmos Energy Easements**

- Atmos Energy Corporation is requesting a .221 acre area consisting of a surface site easement, temporary workspace easement and access easement in conjunction with a pipeline replacement. Atmos has submitted an initial offer letter of \$2,500 for use of the property.
- □ The subject property is located at the terminus of Persimmon Drive, adjacent to 3008 Persimmon Drive.
- □ The undeveloped property is 7.28 acres that contains approximately four acres of Long Branch Ditch floodplain.



# Atmos Energy Easements

- The City Council is authorized the grant the easements (via an ordinance) per Article XI, Section 119, of the City Charter. Three readings of the request is required.
- □ The temporary workspace easement will terminate and cease on the date on which the initial construction of the easement facilities has been completed and placed into service.

## Alternatives

- The City Council has two (2) alternatives. The Council may:
  - Disapprove the ordinance granting Atmos Energy's easement request and \$2,500 compensation offer; or
  - Approve the ordinance granting Atmos Energy's easement request and \$2,500 compensation offer.

### Recommendation

Staff recommends that the City Council approve an granting Atmos Energy the requested .221 acre easement(s) for the pipeline replacement project.