



# City of Killeen

## Agenda

### City Council

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Tuesday, October 26, 2021

5:00 PM

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

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#### 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 Allegiance

#### Approval of Agenda

#### Presentations

1. [PR-21-007](#) Anti-Bullying Awareness

#### Citizen Comments

*This section allows members of the public to address the Council regarding any item(s), other than a public hearing item, on the agenda for Council's consideration. Each person shall sign up in advance, may speak only one time, and such address shall be limited to four (4) minutes. The Presiding Officer may allow a one (1) minute extension, if requested at the end of the original three (3) minute period. A majority vote of the City Council is required for any other time extensions.*

#### Discussion Items

2. [DS-21-137](#) City Manager Updates
  - Update on City-Wide Boil Water Notice Issued October 19, 2021

#### Consent Agenda

3. [MN-21-024](#) Consider Minutes of Regular City Council Meeting of September 28, 2021.  
**Attachments:** [Minutes](#)
4. [RS-21-130](#) Consider a memorandum/resolution approving the investment report for the quarter ended June 30, 2021.

**Attachments:** [Staff Report](#)

[Quarterly Investment Report](#)

5. [RS-21-131](#) Consider a memorandum/resolution authorizing the procurement of fleet vehicles and equipment in the amount of \$4,818,460.

**Attachments:** [Staff Report](#)

[Quotes](#)

[Certificates of Interested Parties](#)

[Presentation](#)

6. [RS-21-132](#) Consider a memorandum/resolution authorizing the purchase of police uniforms and accessories from Galls, LLC through the TASB Buyboard in an amount not to exceed \$219,940.

**Attachments:** [Staff Report](#)

[Certificate of Interested Parties](#)

[Presentation](#)

7. [RS-21-133](#) Consider a memorandum/resolution authorizing the purchase of police duty gear, body armor and ammunition from GT Distributors, Inc, through purchase cooperatives TXMAS and TASB Buyboard, in an amount not to exceed \$186,400.

**Attachments:** [Staff Report](#)

[Certificates of Interested Parties](#)

[Exclusive Letter](#)

[Presentation](#)

8. [RS-21-134](#) Consider a memorandum/resolution appointing members to the Killeen Arts Commission and the Bell County Tax Appraisal District Board of Directors.

**Attachments:** [Staff Report](#)

[Presentation](#)

9. [RS-21-135](#) Consider a memorandum/resolution adopting criteria for use in redistricting the city council districts based on the 2020 Census.

**Attachments:** [Staff Report](#)

[Resolution](#)

[Initial Assessment Letter](#)

[Presentation](#)

10. [RS-21-136](#) Consider a memorandum/resolution adopting guidelines for submitting redistricting proposals and providing comments for the 2021 redistricting process.

**Attachments:** [Staff Report](#)

[Resolution](#)

[Presentation](#)**Public Hearings**

11. [PH-21-054](#) HOLD a public hearing and consider an ordinance approving a written service agreement and the annexation of approximately 19.738 acres of land out of the out of the T. Arnold Survey, Abstract 55; J. W. Morton Survey, Abstract 587; and J. H. Lewis Survey, Abstract 536; lying contiguous to the existing city limits, being generally located approximately 120 feet south of Prewitt Ranch Road and approximately 1,550 feet east of Clear Creek Road, Killeen, Texas.

**Attachments:** [Staff Report](#)

[Petition for Voluntary Annexation](#)

[Maps](#)

[Ordinance](#)

[Service Agreement](#)

[Presentation](#)

12. [PH-21-055](#) HOLD a public hearing and consider an ordinance requested by Jerry Scarbrough on behalf of Peggy Scarbrough (Case #Z21-27) to rezone approximately 1.00 acre from "R-1" (Single-Family Residential District) to "B-5" (Business District), being out of the W. L. Harris Survey, Abstract No. 1155, located at 2302 West Stan Schlueter Loop, Killeen, Texas.

**Attachments:** [Staff Report](#)

[Maps](#)

[Minutes](#)

[Ordinance](#)

[Considerations](#)

[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 October 22, 2021.*

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*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.*

- *Recognizing Our Community Heroes, November 2, 2021, Killeen Civic & Conference Center*
- *Military Relations Luncheon, November 17, 2021, Killeen Courtyard by Marriott*
- *Military Relations Luncheon, December 9, 2021, Location to be Determined*

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





# City of Killeen

## Legislation Details

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**File #:** PR-21-007    **Version:** 1    **Name:** Anti-Bully Awareness  
**Type:** Presentations    **Status:** Presentations  
**File created:** 10/20/2021    **In control:** City Council  
**On agenda:** 10/26/2021    **Final action:**  
**Title:** Anti-Bullying Awareness  
**Sponsors:** Communications  
**Indexes:**  
**Code sections:**  
**Attachments:**

Date	Ver.	Action By	Action	Result
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# City of Killeen

## Legislation Details

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**File #:** DS-21-137    **Version:** 1    **Name:** City Manager Updates  
**Type:** Discussion Items    **Status:** Discussion Items  
**File created:** 10/21/2021    **In control:** City Council  
**On agenda:** 10/26/2021    **Final action:**

**Title:** City Manager Updates  
· Update on City-Wide Boil Water Notice Issued October 19, 2021

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:**

Date	Ver.	Action By	Action	Result
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# City of Killeen

## Legislation Details

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**File #:** MN-21-024    **Version:** 1    **Name:** Minutes of Regular City Council Meeting of September 28, 2021

**Type:** Minutes    **Status:** Minutes

**File created:** 9/27/2021    **In control:** City Council

**On agenda:** 10/26/2021    **Final action:**

**Title:** Consider Minutes of Regular City Council Meeting of September 28, 2021.

**Sponsors:** City Secretary

**Indexes:**

**Code sections:**

**Attachments:** [Minutes](#)

Date	Ver.	Action By	Action	Result
10/19/2021	1	City Council Workshop		

**City of Killeen**  
City Council Meeting  
Killeen City Hall  
September 28, 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 Cole.

Councilmember Boyd gave the invocation. Councilmember Gonzalez 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 Brown. The motion carried unanimously.*

**Presentations**

**PR-21-006** Killeen Star Award Presentation  
Mayor Segarra and Councilmember Cobb recognized Killeen citizen Ada McKey for being an outstanding community member.

**Citizen Comments**

Ms. Shirley Del Conte - spoke on agenda item RS-21-124 (appointments to boards and commissions).  
Mr. Bryant Franklin - spoke on agenda item RS-21-123 (Governing Standards and Expectations).  
Ms. Anca Neagu - spoke on agenda item RS-21-124 (appointments to boards and commissions).  
Mr. Michael Fornino - spoke on agenda item RS-21-123 (Governing Standards and Expectations).  
Ms. Janice Holladay - spoke on agenda item RS-21-124 (appointments to boards and commissions).  
Ms. Linda Marzi - spoke on agenda item RS-21-124 (appointments to boards and commissions).  
Ms. Sue Cummings - spoke on agenda item RS-21-124 (appointments to boards and commissions) and agenda item OR-21-024 (amendment to Chapter 6 of Code of Ordinances).  
Ms. Holli Teel - spoke on agenda item OR-21-024 (amendment to Chapter 6 of Code of Ordinances).

**Consent Agenda**

**MN-21-022** Consider Minutes of Special City Council Meeting of September 7, 2021.

**RS-21-123** Consider a memorandum/resolution to readopt the Governing Standards and Expectations as amended. **(AGENDA ITEM REMOVED FROM CONSENT AGENDA)**

**RS-21-125** Consider a memorandum/resolution authorizing an agreement with Axon Enterprise, Inc. through Buyboard (contract #603-20) for the purchase of TASERS in an amount not to exceed \$170,000.00 per year, through fiscal year 2031.

**OR-21-021** Consider an ordinance amending the number of authorized civil service positions for the Killeen Fire Department.

The City Secretary read the caption of the ordinance.

AN ORDINANCE OF THE CITY COUNCIL OF KILLEEN, TEXAS, TO AUTHORIZE THE NUMBER OF FIRE DEPARTMENT CIVIL SERVICE EMPLOYEES TO COMPLY WITH THE PROVISIONS OF TEXAS LOCAL GOVERNMENT CODE §143.021; PROVIDING FOR A REPEALER CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

*Motion was made by Mayor Pro Tem Nash-King to approve the consent agenda removing RS-21-123 for separate consideration. Motion was seconded by Councilmember Brown. Motion carried unanimously.*

**RS-21-123** Consider a memorandum/resolution to readopt the Governing Standards and Expectations as amended.  
Ms. Briggs was available to answer questions and to provide additional information.

*Motion was made by Councilmember Brown to approve RS-21-123 changing 3-20 Citizen Boards, Commissions and Committees Section (g) to three (3) consecutive terms. Without a second the motion died. Motion was made by Mayor Pro Tem Nash-King to approve RS-21-123 removing the change to 3-20 Citizens Boards, Commissions and Committees Section (g). Motion was seconded by Councilmember Williams. Motion carried 6 to 1 with Councilmember Brown in opposition.*

## Resolutions

\*A request was made by Councilmember Brown to change the order of the next two agenda items. Mayor Segarra approved the request. RS-21-126 was discussed and acted on before RS-21-124.

**\*RS-21-124** Consider a memorandum/resolution appointing members to various citizen boards and commissions.

**Staff Comments: Traci Briggs, City Attorney**

Ms. Briggs reviewed City Council's boards and commission suggested appointments from the September 21, 2021 City Council Workshop.

*Motion was made by Councilmember Wilkerson to approve RS-21-124. Motion was seconded by Mayor Pro Tem Nash-King. Motion carried unanimously.*

**\*RS-21-126** Consider a memorandum/resolution appointing Councilmembers to the Animal Advisory Committee subcommittee.

**Staff Comments: Traci Briggs, City Attorney**

With the readoption of the Governing Standards and Expectations, a new Animal Advisory Committee subcommittee was added. Mayor Segarra recommended that Councilmember Gonzalez and Councilmember Wilkerson be appointed to serve on the new subcommittee.

*Motion was made by Councilmember Wilkerson to approve RS-21-126. Motion was seconded by Councilmember Gonzalez. Motion carried unanimously.*

### **Ordinances**

**OR-21-024** Consider an ordinance amending the Code of Ordinances, Chapter 6, Animals, by reducing the number of citizens appointed to the Animal Advisory Committee.

The City Secretary read the caption of the ordinance.

AN ORDINANCE AMENDING CHAPTER 6, ARTICLE II OF THE CODE OF ORDINANCES OF THE CITY OF KILLEEN, TEXAS, BY AMENDING SECTION 6-36, ANIMAL ADVISORY COMMITTEE; PROVIDING FOR THE REPEAL OF CONFLICTING PROVISIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

**Staff Comments:** Traci Briggs, City Attorney.

Ms. Briggs reviewed the composition of the Animal Advisory Committee. Required by state law, at least one licensed veterinarian, one city official, one person whose duties include the daily operation of the city's animal shelter and one representative from an animal welfare organization must be on the Animal Advisory Committee. Over the years, the city added seven citizens to also serve on the board. On September 21, 2021, during a discussion of citizen appointments, City Council approved a motion of direction to reduce the number of citizen members from seven to three. Based on the City Council direction, city staff recommends reducing the number of citizen appointments on the Animal Advisory Committee to three.

*Motion was made by Councilmember Wilkerson to postpone OR-21-024 until the second meeting in December. Motion was seconded by Councilmember Gonzalez. Motion carried unanimously.*

### **Public Hearings**

**PH-21-053** **HOLD** a public hearing and consider an ordinance amending the FY 2021 Annual Budget of the City of Killeen to adjust revenue and expenditure accounts in multiple funds.

The City Secretary read the caption of the ordinance.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KILLEEN, TEXAS, AMENDING THE FY 2021 ANNUAL BUDGET OF THE CITY OF KILLEEN TO ADJUST REVENUE AND EXPENDITURE ACCOUNTS IN MULTIPLE FUNDS; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT WITH THIS ORDINANCE; PROVIDING A SAVINGS CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

**Staff Comments:** Jon Locke, Executive Director of Finance.

Mr. Locke presented the proposed yearend budget amendment that aligns budges with estimated revenues and expenditures through the end of the fiscal year. City staff recommends City Council approve the ordinance amending the FY 2021 annual budget.

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 approve PH-21-053. Motion was seconded by Councilmember Boyd. Motion carried unanimously.*

### **Adjournment**

With no further business, upon motion being made by Mayor Pro Tem Nash-King, seconded by Councilmember Brown, and unanimously approved, the meeting was adjourned at 6:29 p.m.



# City of Killeen

## Legislation Details

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**File #:** RS-21-130    **Version:** 1    **Name:** Quarterly Investment Report  
**Type:** Resolution    **Status:** Resolutions  
**File created:** 9/15/2021    **In control:** City Council  
**On agenda:** 10/26/2021    **Final action:**  
**Title:** Consider a memorandum/resolution approving the investment report for the quarter ended June 30, 2021.  
**Sponsors:** Finance Department  
**Indexes:**  
**Code sections:**  
**Attachments:** [Staff Report](#)  
[Quarterly Investment Report](#)

Date	Ver.	Action By	Action	Result
10/19/2021	1	City Council Workshop		





## STAFF REPORT

**DATE:** October 19, 2021

**TO:** Kent Cagle, City Manager

**FROM:** Jonathan Locke, Executive Director of Finance

**SUBJECT:** Quarterly Investment Report

### **BACKGROUND AND FINDINGS:**

The attached investment report summarizes all investment activity for the quarter ended June 30, 2021. The highlights of the report are as follows:

	Jan. - Mar. 2021	Apr. - Jun. 2021	Change
Interest Income	\$241,279	\$197,034	-18.34%
Investment Balance	\$154,982,881	\$168,016,888	8.41%
Average Yield	0.60%	0.45%	-25.00%

### **THE ALTERNATIVES CONSIDERED:**

**Which alternative is recommended? Why?**

N/A

### **CONFORMITY TO CITY POLICY:**

The City of Killeen's investment policy requires that a quarterly report of investment activity be submitted to the City Council within a reasonable time after the end of each quarter. The quarterly report includes a detailed description of the investment position of the City, summarizes the investment activity in each pooled fund group, states the total rate of return on the investment portfolio, and contains information regarding the market value and book value of each separately invested asset.

### **FINANCIAL IMPACT:**

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

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

N/A

**Is this a one-time or recurring expenditure?**

N/A

**Is this expenditure budgeted?**

N/A

**If not, where will the money come from?**

N/A

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

N/A

**RECOMMENDATION:**

City Council approve the investment report for the quarter that ended June 30, 2021.

**DEPARTMENTAL CLEARANCES:**

Legal

**ATTACHED SUPPORTING DOCUMENTS:**

Quarterly Investment Report



# City of Killeen

## QUARTERLY INVESTMENT REPORT

For the Quarter Ended

June 30, 2021

Prepared by

Valley View Consulting, L.L.C.

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

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Jonathan Locke, Executive Director of Finance

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Judith Tangalin, Controller

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

## Summary

### Quarter End Results by Investment Category:

Asset Type	March 31, 2021		June 30, 2021		
	Book Value	Market Value	Book Value	Market Value	Ave. Yield
Demand Accounts	\$ 5,183,276	\$ 5,183,276	\$ 8,065,924	\$ 8,065,924	0.45%
Pools/MMA	27,155,934	27,155,934	29,419,783	29,419,783	0.13%
Securities/CDs	122,643,672	122,643,672	130,531,182	130,531,182	0.52%
<b>Totals</b>	<b>\$ 154,982,881</b>	<b>\$ 154,982,881</b>	<b>\$ 168,016,888</b>	<b>\$ 168,016,888</b>	<b>0.45%</b>

<u>Current Quarter Average Yield (1)</u>		<u>Fiscal Year-to-Date Average Yield (2)</u>	
Total Portfolio	0.45%	Total Portfolio	0.61%
Rolling Three Month Treasury	0.02%	Rolling Three Month Treasury	0.06%
Rolling Six Month Treasury	0.06%	Rolling Six Month Treasury	0.09%
TexPool	0.01%	TexPool	0.04%
		<b>Interest Earnings</b>	<b>Bank Fees</b>
		<b>(Approximate)</b>	<b>Offset</b>
Quarterly	\$ 197,034	\$ 10,070	
Year-to-date	\$ 717,899	\$ 29,734	

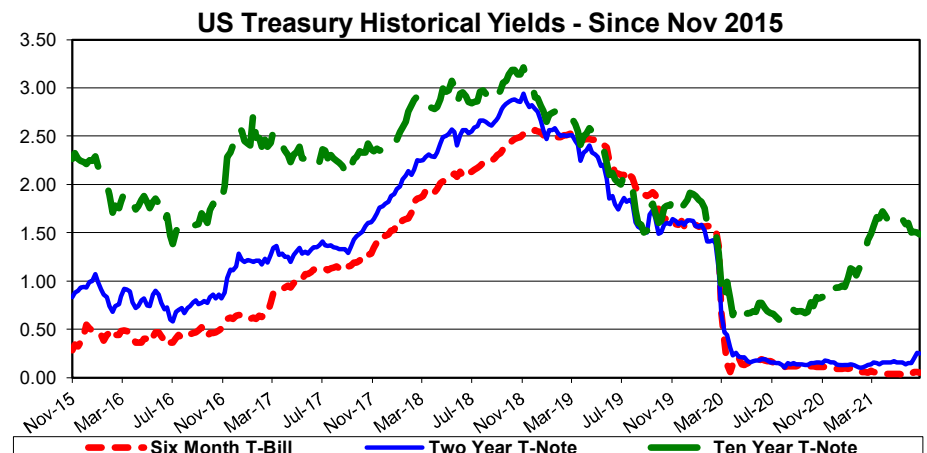
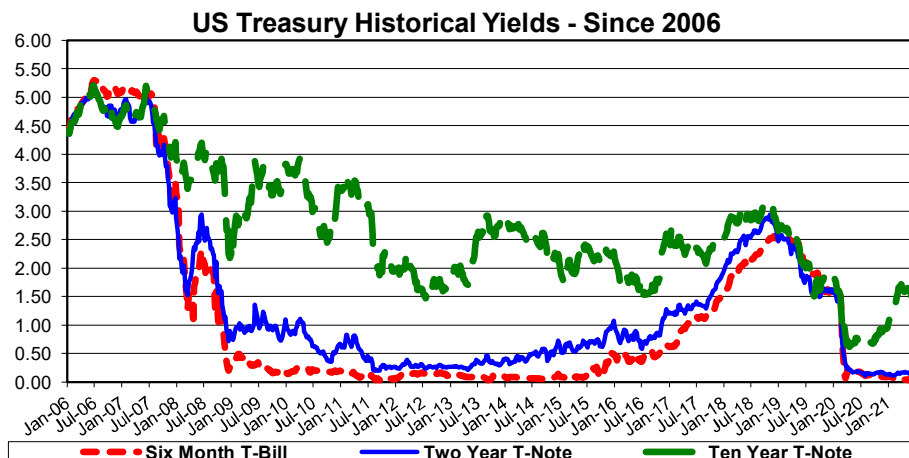
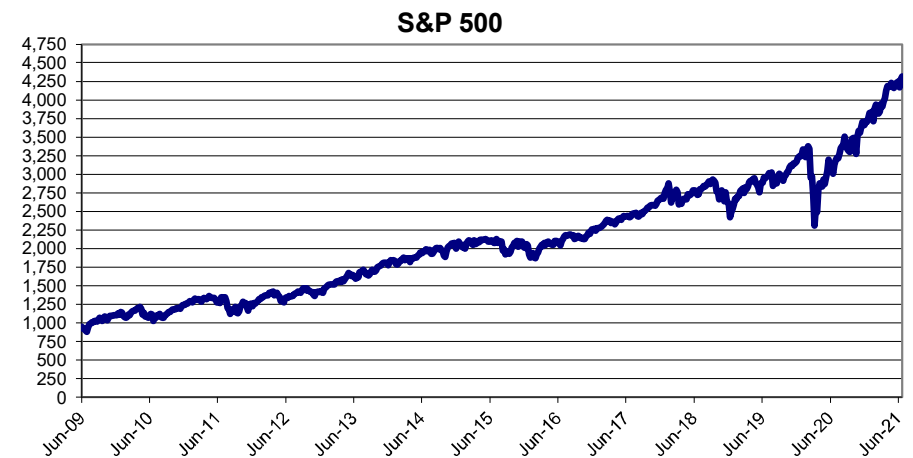
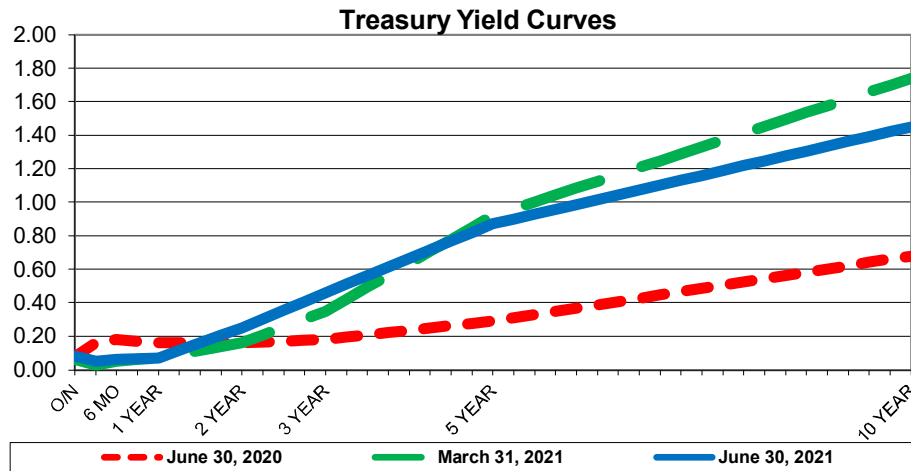
(1) **Current Quarter Weighted Average Yield** - calculated using quarter end report yields and adjusted book values; does not reflect a total return analysis, realized or unrealized gains/losses, or account for advisory fees. The yield for the reporting month is used for bank, pool, and money market balances.

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

## Economic Overview

6/30/2021

The Federal Open Market Committee (FOMC) maintained the Fed Funds target range at 0.00% to 0.25% (Effective Fed Funds are trading <0.10%), and projects that reduced rates could remain into 2023. First Quarter GDP posted +6.4% (Final). In June, Payrolls added 850k and Unemployment (U2) rose slightly to 5.9%. Crude oil traded up to +/- \$75 per barrel. The Stock Markets reached new highs. Housing, Industrial Production, Durable Goods, Consumer Spending, and other indicators moderated and showed signs of strain. The Biden administration and Congress continue to negotiate an infrastructure package. Inflation surged over the FOMC 2+% target, but is considered to be temporary. The Yield Curve "humped" slightly in the two-to-three year maturity sector while the long end fell.



# Investment Holdings

June 30, 2021

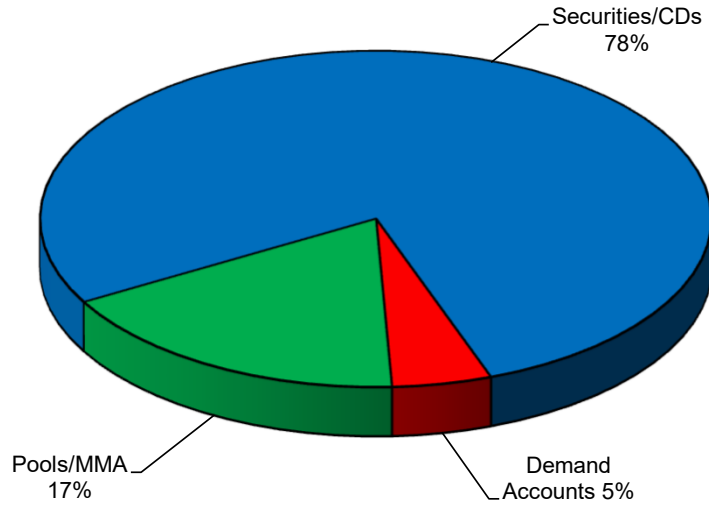
Description	Ratings	Coupon/ Discount	Maturity Date	Settlement Date	Par Value	Book Value	Market Price	Market Value	Life (Days)	Yield
BBVA Demand Account (3)		0.45%	07/01/21	06/30/21	\$ 8,054,415	\$ 8,054,415	1.00	\$ 8,054,415	1	0.45%
Cash on Hand		0.00%	07/01/21	06/30/21	10,400	10,400	1.00	10,400	1	0.00%
Hometown Cash on Hand		0.00%	07/01/21	06/30/21	1,109	1,109	1.00	1,109	1	0.00%
BBVA MMA		0.00%	07/01/21	06/30/21	16,204,498	16,204,498	1.00	16,204,498	1	0.00%
Prosperity Bank MMA		0.06%	07/01/21	06/30/21	4,182,390	4,182,390	1.00	4,182,390	1	0.06%
Veritex Community Bank MMA		0.08%	07/01/21	06/30/21	126,232	126,232	1.00	126,232	1	0.08%
NexBank MMA		0.45%	07/01/21	06/30/21	7,587,026	7,587,026	1.00	7,587,026	1	0.45%
TexSTAR	AAAm	0.01%	07/01/21	06/30/21	1,319,638	1,319,638	1.00	1,319,638	1	0.01%
Bank OZK CD		0.50%	07/01/21	06/11/20	5,025,108	5,025,108	100.00	5,025,108	1	0.50%
Veritex Community Bank CD		1.67%	07/02/21	12/19/19	10,253,363	10,253,363	100.00	10,253,363	2	1.68%
Prosperity Bank CD		0.60%	08/02/21	07/03/20	5,022,554	5,022,554	100.00	5,022,554	33	0.60%
Bank OZK CD		0.50%	08/02/21	06/11/20	1,005,022	1,005,022	100.00	1,005,022	33	0.50%
East West Bank CD		1.71%	08/02/21	01/14/20	6,151,995	6,151,995	100.00	6,151,995	33	1.72%
East West Bank CD		1.70%	09/02/21	01/14/20	2,050,630	2,050,630	100.00	2,050,630	64	1.71%
East West Bank CD		0.24%	09/02/21	12/23/20	17,021,251	17,021,251	100.00	17,021,251	64	0.24%
East West Bank CD		0.26%	12/09/21	12/09/20	3,204,653	3,204,653	100.00	3,204,653	162	0.26%
Bank OZK CD		0.60%	01/04/22	05/12/20	3,019,620	3,019,620	100.00	3,019,620	188	0.60%
Central Nat'l Bank CD		1.66%	01/04/22	03/04/20	3,062,682	3,062,682	100.00	3,062,682	188	1.67%
Prosperity Bank CD		0.40%	03/01/22	08/11/20	2,507,487	2,507,487	100.00	2,507,487	244	0.40%
Prosperity Bank CD		0.40%	04/01/22	08/11/20	2,507,487	2,507,487	100.00	2,507,487	275	0.40%
Prosperity Bank CD		0.40%	05/03/22	09/01/20	1,002,995	1,002,995	100.00	1,002,995	307	0.40%
Prosperity Bank CD		0.40%	06/01/22	09/01/20	2,005,990	2,005,990	100.00	2,005,990	336	0.40%
Prosperity Bank CD		0.20%	06/01/22	04/08/21	2,000,669	2,000,669	100.00	2,000,669	336	0.20%
Bank OZK CD		0.25%	06/09/22	12/09/20	1,101,377	1,101,377	100.00	1,101,377	344	0.25%
Allegiance Bank CD		0.20%	06/09/22	12/09/20	6,206,185	6,206,185	100.00	6,206,185	344	0.20%
Prosperity Bank CD		0.40%	07/01/22	09/01/20	5,440,939	5,440,939	100.00	5,440,939	366	0.40%
Prosperity Bank CD		0.20%	07/01/22	04/08/21	4,001,337	4,001,337	100.00	4,001,337	366	0.20%
Veritex Community Bank CD		0.24%	07/01/22	2/5/2021	6,003,511	6,003,511	100.00	6,003,511	366	0.24%
Prosperity Bank CD		0.20%	08/01/22	3/3/2021	3,001,513	3,001,513	100.00	3,001,513	397	0.20%
Bank OZK CD		0.28%	08/01/22	12/02/20	6,008,412	6,008,412	100.00	6,008,412	397	0.28%
Veritex Community Bank CD		0.18%	08/02/22	12/23/20	3,002,693	3,002,693	100.00	3,002,693	398	0.18%
Veritex Community Bank CD		0.18%	09/01/22	12/23/20	5,004,489	5,004,489	100.00	5,004,489	428	0.18%
Veritex Community Bank CD		0.19%	09/30/22	12/23/20	5,004,738	5,004,738	100.00	5,004,738	457	0.19%
Bank OZK CD		0.28%	12/09/22	12/09/20	8,912,478	8,912,478	100.00	8,912,478	527	0.28%
Prosperity Bank CD		0.20%	01/04/23	04/08/21	6,002,006	6,002,006	100.00	6,002,006	553	0.20%
Prosperity Bank CD		0.20%	03/01/23	06/02/21	2,000,000	2,000,000	100.00	2,000,000	609	0.20%
Prosperity Bank CD		0.20%	04/03/23	06/02/21	2,000,000	2,000,000	100.00	2,000,000	642	0.20%
Veritex Community Bank CD		0.20%	05/01/23	06/02/21	1,000,000	1,000,000	100.00	1,000,000	670	0.20%
					<b>\$168,016,888</b>	<b>\$ 168,016,888</b>		<b>\$168,016,888</b>	<b>207</b>	<b>0.45%</b>
									<b>(1)</b>	<b>(2)</b>

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

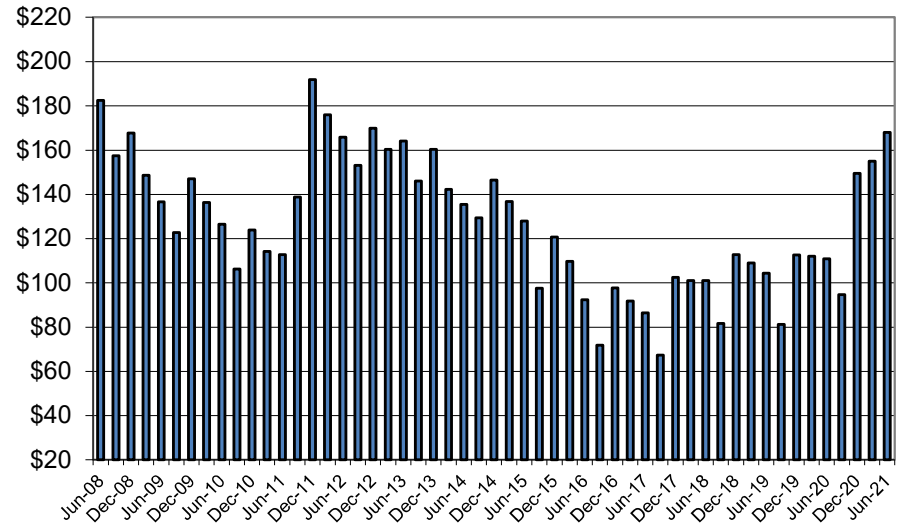
(2) **Weighted average yield to maturity** - The weighted average yield to maturity is based on adjusted book value, realized and unrealized gains/losses and investment advisory fees are not considered. The yield for the reporting month is used for cash equivalent investments.

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

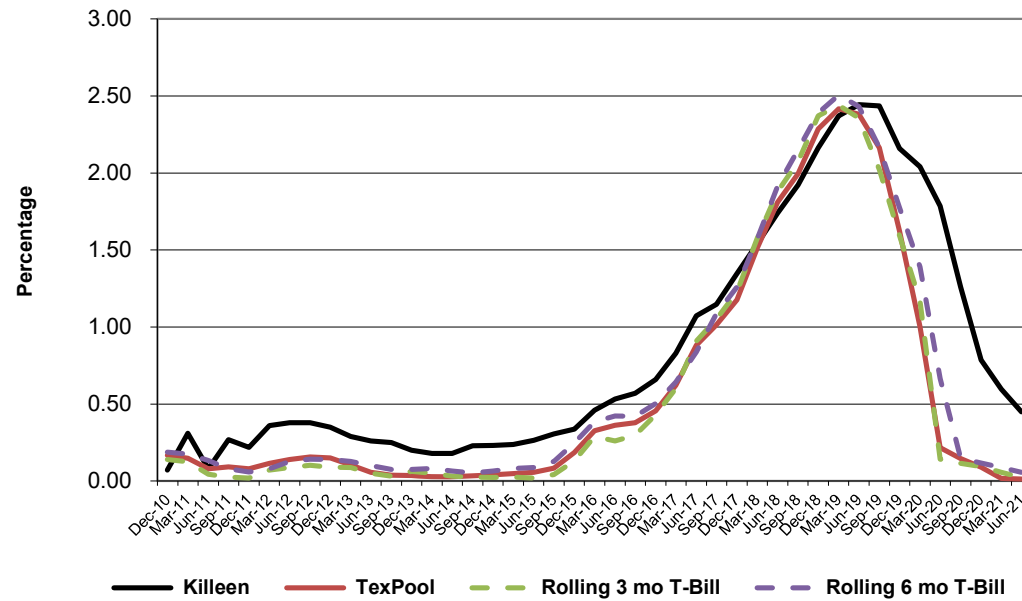
**Portfolio Composition**



**Total Portfolio (Millions)**



**Total Portfolio Performance**



## Book & Market Value Comparison

Issuer/Description	Yield	Maturity Date	Book Value 03/31/21	Increases	Decreases	Book Value 06/30/21	Market Value 03/31/21	Change in Market Value	Market Value 06/30/21
BBVA Demand Account	0.45%	07/01/21	\$ 5,171,767	\$ 2,882,648	\$ —	\$ 8,054,415	\$ 5,171,767	\$ 2,882,648	\$ 8,054,415
Cash on Hand	0.00%	07/01/21	10,400	—	—	10,400	10,400	—	10,400
Hometown Cash on Hand	0.00%	07/01/21	1,109	—	—	1,109	1,109	—	1,109
BBVA MMA	0.00%	07/01/21	11,280,563	4,923,935	—	16,204,498	11,280,563	4,923,935	16,204,498
Prosperity Bank MMA	0.06%	07/01/21	71,812	4,110,578	—	4,182,390	71,812	4,110,578	4,182,390
Veritex Community Bank MMA	0.08%	07/01/21	126,205	26	—	126,232	126,205	26	126,232
NexBank MMA	0.45%	07/01/21	7,578,520	8,506	—	7,587,026	7,578,520	8,506	7,587,026
TexSTAR	0.01%	07/01/21	8,098,834	—	(6,779,195)	1,319,638	8,098,834	(6,779,195)	1,319,638
BTH Bank CDARS	2.66%	04/08/21	2,106,646	—	(2,106,646)	—	2,106,646	(2,106,646)	—
East West Bank CD	1.70%	05/03/21	1,021,952	—	(1,021,952)	—	1,021,952	(1,021,952)	—
Central Nat'l Bank CD	2.42%	06/02/21	4,147,939	—	(4,147,939)	—	4,147,939	(4,147,939)	—
Prosperity Bank CD	0.25%	06/10/21	2,001,233	—	(2,001,233)	—	2,001,233	(2,001,233)	—
Bank OZK CD	0.50%	07/01/21	5,018,767	6,340	—	5,025,108	5,018,767	6,340	5,025,108
Veritex Community Bank CD	1.68%	07/02/21	10,210,384	42,979	—	10,253,363	10,210,384	42,979	10,253,363
Prosperity Bank CD	0.60%	08/02/21	5,015,135	7,420	—	5,022,554	5,015,135	7,420	5,022,554
Bank OZK CD	0.50%	08/02/21	1,003,753	1,268	—	1,005,022	1,003,753	1,268	1,005,022
East West Bank CD	1.72%	08/02/21	6,125,824	26,171	—	6,151,995	6,125,824	26,171	6,151,995
East West Bank CD	1.71%	09/02/21	2,041,924	8,706	—	2,050,630	2,041,924	8,706	2,050,630
East West Bank CD	0.24%	09/02/21	17,011,070	10,181	—	17,021,251	17,011,070	10,181	17,021,251
East West Bank CD	0.26%	12/09/21	3,202,577	2,077	—	3,204,653	3,202,577	2,077	3,204,653
Bank OZK CD	0.60%	01/04/22	3,015,051	4,570	—	3,019,620	3,015,051	4,570	3,019,620
Central Nat'l Bank CD	1.67%	01/04/22	3,049,959	12,723	—	3,062,682	3,049,959	12,723	3,062,682
Prosperity Bank CD	0.40%	03/01/22	2,505,044	2,443	—	2,507,487	2,505,044	2,443	2,507,487
Prosperity Bank CD	0.40%	04/01/22	2,505,044	2,443	—	2,507,487	2,505,044	2,443	2,507,487
Prosperity Bank CD	0.40%	05/03/22	1,001,985	1,010	—	1,002,995	1,001,985	1,010	1,002,995
Prosperity Bank CD	0.40%	06/01/22	2,003,969	2,020	—	2,005,990	2,003,969	2,020	2,005,990
Prosperity Bank CD	0.20%	06/01/22	—	2,000,669	—	2,000,669	—	2,000,669	2,000,669
Bank OZK CD	0.25%	06/09/22	1,100,681	697	—	1,101,377	1,100,681	697	1,101,377
Allegiance Bank CD	0.20%	06/09/22	6,203,058	3,127	—	6,206,185	6,203,058	3,127	6,206,185
Prosperity Bank CD	0.40%	07/01/22	5,435,459	5,480	—	5,440,939	5,435,459	5,480	5,440,939
Prosperity Bank CD	0.20%	07/01/22	—	4,001,337	—	4,001,337	—	4,001,337	4,001,337
Veritex Community Bank CD	0.24%	07/01/22	6,000,000	3,511	—	6,003,511	6,000,000	3,511	6,003,511
Prosperity Bank CD	0.20%	08/01/22	3,000,000	1,513	—	3,001,513	3,000,000	1,513	3,001,513
Bank OZK CD	0.28%	08/01/22	6,004,158	4,254	—	6,008,412	6,004,158	4,254	6,008,412
Veritex Community Bank CD	0.18%	08/02/22	3,001,332	1,362	—	3,002,693	3,001,332	1,362	3,002,693
Veritex Community Bank CD	0.18%	09/01/22	5,002,219	2,270	—	5,004,489	5,002,219	2,270	5,004,489
Veritex Community Bank CD	0.19%	09/30/22	5,002,342	2,396	—	5,004,738	5,002,342	2,396	5,004,738
Bank OZK CD	0.28%	12/09/22	8,906,168	6,309	—	8,912,478	8,906,168	6,309	8,912,478
Prosperity Bank CD	0.20%	01/04/23	—	6,002,006	—	6,002,006	—	6,002,006	6,002,006



## Book & Market Value Comparison

Issuer/Description	Yield	Maturity Date	Book Value 03/31/21	Increases	Decreases	Book Value 06/30/21	Market Value 03/31/21	Change in Market Value	Market Value 06/30/21
Prosperity Bank CD	0.20%	03/01/23	—	2,000,000	—	2,000,000	—	2,000,000	2,000,000
Prosperity Bank CD	0.20%	04/03/23	—	2,000,000	—	2,000,000	—	2,000,000	2,000,000
Veritex Community Bank CD	0.20%	05/01/23	—	1,000,000	—	1,000,000	—	1,000,000	1,000,000
<b>TOTAL/AVERAGE</b>	<b>0.45%</b>		<b>\$ 154,982,881</b>	<b>\$ 29,090,973</b>	<b>\$ (16,056,965)</b>	<b>\$ 168,016,888</b>	<b>\$ 154,982,881</b>	<b>\$ 13,034,007</b>	<b>\$ 168,016,888</b>

# Allocation

June 30, 2021

Book & Market Value	Maturity Date	Total	Pooled Investments	General Fund	Special Revenue	Enterprise Funds	Employee Benefit Trust
BBVA Demand Account	07/01/21	\$ 8,054,415	\$ 7,821,600	\$ —	\$ 105,076	\$ 35	\$ 127,704
Cash on Hand	07/01/21	10,400	—	4,400	2,000	4,000	—
Hometown Cash on Hand	07/01/21	1,109	—	1,109	—	—	—
BBVA MMA	07/01/21	16,204,498	16,204,498	—	—	—	—
Prosperity Bank MMA	07/01/21	4,182,390	4,182,390	—	—	—	—
Veritex Community Bank MMA	07/01/21	126,232	126,232	—	—	—	—
NexBank MMA	07/01/21	7,587,026	7,587,026	—	—	—	—
TexSTAR	07/01/21	1,319,638	1,319,638	—	—	—	—
Bank OZK CD	07/01/21	5,025,108	5,025,108	—	—	—	—
Veritex Community Bank CD	07/02/21	10,253,363	10,253,363	—	—	—	—
Prosperity Bank CD	08/02/21	5,022,554	5,022,554	—	—	—	—
Bank OZK CD	08/02/21	1,005,022	1,005,022	—	—	—	—
East West Bank CD	08/02/21	6,151,995	6,151,995	—	—	—	—
East West Bank CD	09/02/21	2,050,630	2,050,630	—	—	—	—
East West Bank CD	09/02/21	17,021,251	17,021,251	—	—	—	—
East West Bank CD	12/09/21	3,204,653	3,204,653	—	—	—	—
Bank OZK CD	01/04/22	3,019,620	3,019,620	—	—	—	—
Central Nat'l Bank CD	01/04/22	3,062,682	3,062,682	—	—	—	—
Prosperity Bank CD	03/01/22	2,507,487	2,507,487	—	—	—	—
Prosperity Bank CD	04/01/22	2,507,487	2,507,487	—	—	—	—
Prosperity Bank CD	05/03/22	1,002,995	1,002,995	—	—	—	—
Prosperity Bank CD	06/01/22	2,005,990	2,005,990	—	—	—	—
Prosperity Bank CD	06/01/22	2,000,669	2,000,669	—	—	—	—
Bank OZK CD	06/09/22	1,101,377	1,101,377	—	—	—	—
Allegiance Bank CD	06/09/22	6,206,185	6,206,185	—	—	—	—
Prosperity Bank CD	07/01/22	5,440,939	5,440,939	—	—	—	—
Prosperity Bank CD	07/01/22	4,001,337	4,001,337	—	—	—	—
Veritex Community Bank CD	07/01/22	6,003,511	6,003,511	—	—	—	—
Prosperity Bank CD	08/01/22	3,001,513	3,001,513	—	—	—	—
Bank OZK CD	08/01/22	6,008,412	6,008,412	—	—	—	—
Veritex Community Bank CD	08/02/22	3,002,693	3,002,693	—	—	—	—
Veritex Community Bank CD	09/01/22	5,004,489	5,004,489	—	—	—	—
Veritex Community Bank CD	09/30/22	5,004,738	5,004,738	—	—	—	—
Bank OZK CD	12/09/22	8,912,478	8,912,478	—	—	—	—
Prosperity Bank CD	01/04/23	6,002,006	6,002,006	—	—	—	—
Prosperity Bank CD	03/01/23	2,000,000	2,000,000	—	—	—	—
Prosperity Bank CD	04/03/23	2,000,000	2,000,000	—	—	—	—
Veritex Community Bank CD	05/01/23	1,000,000	1,000,000	—	—	—	—
<b>Totals</b>		<b>\$ 168,016,888</b>	<b>\$ 167,772,565</b>	<b>\$ 5,509</b>	<b>\$ 107,076</b>	<b>\$ 4,035</b>	<b>\$ 127,704</b>

# Allocation

March 31, 2021

Book & Market Value	Maturity Date	Total	Pooled Investments	General Fund	Special Revenue	Enterprise Funds	Employee Benefit Trust
BBVA Demand Account	04/01/21	\$ 5,171,767	\$ 4,945,806	\$ —	\$ 93,890	\$ 22	\$ 132,049
Cash on Hand	04/01/21	10,400	—	4,400	2,000	4,000	—
Hometown Cash on Hand	04/01/21	1,109	—	1,109	—	—	—
BBVA MMA	04/01/21	11,280,563	11,280,563	—	—	—	—
LegacyTexas MMA	04/01/21	71,812	71,812	—	—	—	—
Veritex Community Bank MMA	04/01/21	126,205	126,205	—	—	—	—
NexBank MMA	04/01/21	7,578,520	7,578,520	—	—	—	—
TexSTAR	04/01/21	8,098,834	8,098,834	—	—	—	—
BTH Bank CDARS	04/08/21	2,106,646	2,106,646	—	—	—	—
East West Bank CD	05/03/21	1,021,952	1,021,952	—	—	—	—
Central Nat'l Bank CD	06/02/21	4,147,939	4,147,939	—	—	—	—
Prosperity Bank CD	06/10/21	2,001,233	2,001,233	—	—	—	—
Bank OZK CD	07/01/21	5,018,767	5,018,767	—	—	—	—
Veritex Community Bank CD	07/02/21	10,210,384	10,210,384	—	—	—	—
Prosperity Bank CD	08/02/21	5,015,135	5,015,135	—	—	—	—
Bank OZK CD	08/02/21	1,003,753	1,003,753	—	—	—	—
East West Bank CD	08/02/21	6,125,824	6,125,824	—	—	—	—
East West Bank CD	09/02/21	2,041,924	2,041,924	—	—	—	—
East West Bank CD	09/02/21	17,011,070	17,011,070	—	—	—	—
East West Bank CD	12/09/21	3,202,577	3,202,577	—	—	—	—
Bank OZK CD	01/04/22	3,015,051	3,015,051	—	—	—	—
Central Nat'l Bank CD	01/04/22	3,049,959	3,049,959	—	—	—	—
Prosperity Bank CD	03/01/22	2,505,044	2,505,044	—	—	—	—
Prosperity Bank CD	04/01/22	2,505,044	2,505,044	—	—	—	—
Prosperity Bank CD	05/03/22	1,001,985	1,001,985	—	—	—	—
Prosperity Bank CD	06/01/22	2,003,969	2,003,969	—	—	—	—
Allegiance Bank CD	06/09/22	6,203,058	6,203,058	—	—	—	—
Bank OZK CD	06/09/22	1,100,681	1,100,681	—	—	—	—
Prosperity Bank CD	07/01/22	5,435,459	5,435,459	—	—	—	—
Veritex Community Bank CD	07/01/22	6,000,000	6,000,000	—	—	—	—
Prosperity Bank CD	08/01/22	3,000,000	3,000,000	—	—	—	—
Bank OZK CD	08/01/22	6,004,158	6,004,158	—	—	—	—
Veritex Community Bank CD	08/02/22	3,001,332	3,001,332	—	—	—	—
Veritex Community Bank CD	09/01/22	5,002,219	5,002,219	—	—	—	—
Veritex Community Bank CD	09/30/22	5,002,342	5,002,342	—	—	—	—
Bank OZK CD	12/09/22	8,906,168	8,906,168	—	—	—	—
<b>Totals</b>		<b>\$ 154,982,881</b>	<b>\$ 154,745,411</b>	<b>\$ 5,509</b>	<b>\$ 95,890</b>	<b>\$ 4,022</b>	<b>\$ 132,049</b>



# City of Killeen

## Legislation Details

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**File #:** RS-21-131    **Version:** 1    **Name:** Procurement of fleet vehicles and equipment  
**Type:** Resolution    **Status:** Resolutions  
**File created:** 9/24/2021    **In control:** City Council  
**On agenda:** 10/26/2021    **Final action:**  
**Title:** Consider a memorandum/resolution authorizing the procurement of fleet vehicles and equipment in the amount of \$4,818,460.  
**Sponsors:** Aviation Department, Fire Department, Fleet Services, Finance Department, Police Department, Public Works Department  
**Indexes:**  
**Code sections:**  
**Attachments:** [Staff Report](#)  
[Quotes](#)  
[Certificates of Interested Parties](#)  
[Presentation](#)

Date	Ver.	Action By	Action	Result
10/19/2021	1	City Council Workshop		



## STAFF REPORT

**DATE:** October 19, 2021

**TO:** Kent Cagle, City Manager

**FROM:** Jonathan Locke, Executive Director of Finance

**SUBJECT:** Procurement of Fleet Vehicles and Equipment

### **BACKGROUND AND FINDINGS:**

Funding for the acquisition of replacement vehicles and equipment was approved as part of the City's FY 2022 Budget process. The Fleet Services Division maintains an annual vehicle and equipment replacement schedule. The criteria used to establish this replacement schedule is based upon available funding, number of vehicles per category, age, mileage/hours, repair costs, and department/division feedback. The approved replacement schedule has been revised to include replacing four additional Police patrol vehicles. This is being done to reduce the number of Police vehicles that are equipped with outdated and inoperable technology.

The annual fleet vehicles and equipment procurement budget for FY 2020 and FY 2021 was \$5,490,100 and \$5,239,955, respectively. The FY 2022 Budget includes \$5,550,872 for fleet replacement and \$429,662 for newly added fleet for a total of \$5,980,534. The fleet replacement budget includes \$297,052 to replace four Police patrol vehicles that have outdated technology.

The newly added fleet include a vehicle for Community Development to be used by the ADA Compliance Officer (\$24,205), Code Enforcement (\$29,553), Fire Department (\$67,200), Water & Sewer Operations (\$144,000), and two units for the new crackseal team in Transportation (\$164,704). There are a total of 63 pieces of fleet approved to be purchased in the FY 2022 Budget, including the six newly added fleet approved during the budget process. A total of 39 pieces of fleet are included in this request, including 37 pieces of fleet that have exceeded their useful life and two of the newly added units. The average age of the fleet being replaced is 12 years. The number of procurements per category is listed below:

Category	Description	Qty
Public Safety	24 Interceptors, 2 Ambulances, 1 Truck, 1 SUV	28
Public Works	5 Refuse Trucks, 3 Construction Equip, 2 Maintenance Equip	10
Aviation	1 Tractor w/Rotary Cutter	1

### **THE ALTERNATIVES CONSIDERED:**

- 1.) Defer purchase of fleet vehicles and equipment, which could cause the departments to operate in a reduced resource capacity, incur increased maintenance costs, and lose any remaining residual value in the existing vehicles.
- 2.) Purchase the fleet vehicles and equipment in order to provide safe and effective services and achieve the least cost of ownership.

**Which alternative is recommended? Why?**

The second alternative is recommended to meet the departments' mission and operate in the safest and most cost-effective manner.

**CONFORMITY TO CITY POLICY:**

The Fleet Department is seeking approval to purchase replacement vehicles for various departments through cooperative contracts. 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 the goods or services.

**FINANCIAL IMPACT:**

The purchase pricing from Caldwell Country Chevrolet utilizing the Texas Association of School Boards (TASB) BuyBoard Cooperative is as follows:

Division	Make/Model	Units	Cost	Total Cost
Fire	Chevrolet 2500 Truck	1	\$51,529.87	\$51,929.87*
Fire	Chevrolet Tahoe	1	\$66,250.88	\$66,250.88

\*Includes \$400.00 BuyBoard fee for all Caldwell Country Chevrolet purchases

The purchase pricing from Chastang Enterprises, Inc. utilizing the Texas Association of School Boards (TASB) BuyBoard Cooperative is as follows:

Division	Make/Model	Units	Cost	Total Cost
SW Comm	Autocar/New Way Front Loader	1	\$338,167.00	\$338,167.00
SW Res	Autocar/BTE Auto Side Loader	3	\$366,634.00	\$1,100,302.00

\*Includes \$400.00 BuyBoard fee for all Chastang Enterprises, Inc. purchases

The purchase pricing from CLS Equipment Co., Inc. utilizing the Texas Association of School Boards (TASB) BuyBoard Cooperative is as follows:

Division	Make/Model	Units	Cost	Total Cost
W & S Ops	Vacuum/Valve Exerciser Trailer	1	\$89,110.00	\$89,110.00

The purchase pricing from Crafcro Inc. utilizing the Texas Association of School Boards (TASB) BuyBoard Cooperative is as follows:

Division	Make/Model	Units	Cost	Total Cost
Transportation	SS250D Crack Seal Machine	1	\$58,050.38	\$58,050.38

The purchase pricing from Deere & Company utilizing the Sourcewell Cooperative is as follows:

Division	Make/Model	Units	Cost	Total Cost
KFHRA	JD 6105E Tractor & M20 Cutter	1	\$95,437.68	\$95,437.68

The purchase pricing from Freightliner of Austin utilizing The Interlocal Purchasing System (TIPS) Cooperative is as follows:

Division	Make/Model	Units	Cost	Total Cost
SW Res	Freightliner/Peterson Brush Truck	1	\$208,112.40	\$208,112.40

The purchase pricing from Holt Cat utilizing the Sourcewell Cooperative is as follows:

Division	Make/Model	Units	Cost	Total Cost
SW Trans	Caterpillar 938M Wheel Loader	1	\$218,982.48	\$218,982.48
San Sewer	Caterpillar 420XE Backhoe	1	\$122,135.66	\$122,135.66
Water Dist	Caterpillar 420XE Backhoe	1	\$122,135.66	\$122,135.66

The purchase pricing from Silsbee Ford utilizing the Houston-Galveston Area Council (HGAC)Buy Cooperative is as follows:

Division	Make/Model	Units	Cost	Total Cost
Police	Ford Explorer Interceptor w/Noptic	5	\$77,000.64	\$385,003.20
Police	Ford Explorer Interceptor	19	\$74,262.86	\$1,410,994.34

The purchase pricing from Sterling McCall Ford utilizing the Houston-Galveston Area Council (HGAC)Buy Cooperative is as follows:

Division	Make/Model	Units	Cost	Total Cost
Fire	Ford F550 Ambulance	1	\$301,102.86	\$302,102.86
Fire	Ford F550 Ambulance Re-Mount	1	\$249,745.00	\$249,745.00

\*Includes \$1,000.00 HGACBuy fee for all Sterling McCall Ford purchases

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

Category	FY21
Public Safety	\$2,466,026.15
Public Works	\$2,256,995.58
Aviation	\$95,437.68
<b>Total</b>	<b>\$4,818,459.41</b>

**Is this a one-time or recurring expenditure?**

These are one-time expenditures.

**Is this expenditure budgeted?**

These expenditures are budgeted in the following accounts:

Division/ Department	Account	Cost	Available Funds
Fire	349-8870-493.61-10	\$670,074.00	\$670,074.00
KFHRA	525-0505-521.61-35	\$95,437.68	\$98,000.00
Police	349-8860-493.61-10	\$1,795,237.54	\$1,795,238.00
	349-8995-493.69-05		
Solid Waste	388-8834-493.61-35	\$1,865,563.88	\$1,865,564.00
	540-9501-491.50-15		
Transportation	349-8834-493.61-35	\$58,050.38	\$58,051.00
Water & Sewer	387-8834-493.61-35	\$333,381.32	\$575,675.00

**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 approve the procurement of the fleet vehicles and equipment in the amount of \$4,818,460 and authorize the City Manager or designee to execute change orders in accordance with state and local law.

**DEPARTMENTAL CLEARANCES:**

Aviation

Fire

Police

Public Works

Purchasing

Finance

Legal

**ATTACHED SUPPORTING DOCUMENTS:**

Quotes

Certificates of Interested Parties



**CALDWELL COUNTRY CHEVROLET**

800 HWY. 21 E. CALDWELL, TEXAS 77836

BUYBOARD BID 601-19

End User: CITY OF KILLEEN FIRE DEPARTMENT  
 Contact: MORGAN SWENSON  
 Phone/email: MORGAN@CAPFLEET.COM  
 Product Description: CHEVY 2500HD SILVERADO CREW 4WD

Caldwell Rep: BILLY HUGHES QUOTE #BH2000172  
 Phone: \_\_\_\_\_  
 Date: Thursday, September 30, 2021  
 email: billy@caldwellcountry.com

A. Bid Series: 31A. Base Price: \$ **40,250.00**

## B. Published Options [Itemize each below]

Code	Options	Bid Price	Code	Options	Bid Price
CK20743	22/23 2500HD 4WD	INCL		TRAILER HITCH	INCL
	6.6L V8	INCL		TRI-ZONE AIR CONDITIONING	INCL
	40/20/40 FRONT SEAT	INCL		FRONT BUCKET SEATS CLOTH	INCL
1WT	WORK TRUCK PREF GROUP	INCL		AC & HEAT; AM/FM RADIO	INCL
NZZ	SKID PLATES	INCL		CRUISE CONTROL	INCL
BTB	REMOTE START	INCL		POWER WINDOWS & LOCKS	INCL
Z71	Z71 OFF ROAD PACKAGE	INCL		REMOTE KEY SYSTEM	INCL
KHF	DUAL ALTERNATOR 220AMP/170	INCL			
		INCL			
		INCL			
		INCL			
Total of B. Published Options:					\$ -

## C. Unpublished Options [Itemize each below, not to exceed 25%]

\$= 0.0 %

Options	Bid Price	Options	Bid Price
		G7C - RED HOT	COLOR
		HIT - JET BLACK INTERIOR	COLOR
Total of C. Unpublished Options:			\$ -

D. Registration, Inspection, Paperwork, Postage cost, Courthouse time, &amp; Runner time:

\$ **150.00**

E. UPFITTERS: CAPQ 102498

\$ **11,129.87**

F. Manufacturer Destination/Delivery:

G. Floor Plan Interest (for in-stock and/or equipped vehicles):

\$ -

H. Lot Insurance (for in-stock and/or equipped vehicles):

\$ -

I. Contract Price Adjustment:

\$ -

J. Additional Delivery Charge: 0 miles INCLUDED

\$ -

K. Subtotal:

\$ **51,529.87**L. Quantity Ordered 1 x K =\$ **51,529.87**

M. Trade in:

N. BUYBOARD FEE PER PURCHASE ORDER

\$ **400.00**

O. TOTAL PURCHASE PRICE WITH BUYBOARD FEE

\$ **51,929.87**

**CALDWELL COUNTRY CHEVROLET**

800 HWY. 21 E. CALDWELL, TEXAS 77836

BUYBOARD BID 601-19

End User: CITY OF KILLEEN FIRE DEPARTMENT

Caldwell Rep: BILLY HUGHES QUOTE #BH2000171

Contact: MORGAN SWENSON

Phone:

Phone/email: MORGAN@CAPFLEET.COM

Date: Thursday, September 30, 2021

Product Description: CHEVY TAHOE SSV 4WD

email: billy@caldwellcountry.com

A. Bid Series: 31

A. Base Price: \$ 39,500.00

## B. Published Options [Itemize each below]

Code	Options	Bid Price	Code	Options	Bid Price
CK10706	22 TAHOE 4WD SSV	INCL		TRAILER HITCH	INCL
	5.3L V8 GAS E85; 10-SPEED AUTO	INCL		TRI-ZONE AIR CONDITIONING	INCL
	40/20/40 FRONT SEAT	INCL		FRONT BUCKET SEATS CLOTH	INCL
5W4	SPECIAL SERVICE PACKAGE	INCL		AC & HEAT; AM/FM RADIO	INCL
V76	RECOVERY HOOKS	INCL		CRUISE CONTROL	INCL
BTB	REMOTE START	INCL		POWER WINDOWS & LOCKS	INCL
6J7	FLASHER SYSTEM	INCL		REMOTE KEY SYSTEM	INCL
VK3	FRONT LICENSE PLATE KIT	INCL		SKID PLATE	INCL
6J3	WIRING GRILL AND SIREN	INCL		RECOVERY HOOKS	INCL
6J4	WIRING HORN AND SIREN	INCL			
AKP	SOLAR ABSORBING GLASS	INCL			

Total of B. Published Options: \$ -

## C. Unpublished Options [Itemize each below, not to exceed 25%]

\$= 1.6 %

Options	Bid Price	Options	Bid Price
THEFT DETERRENT SYSTEM	INCL	5T4 - SPECIAL PAINT (VICTORY RED)	\$ 650.00
		HIT - JET BLACK INTERIOR	COLOR

Total of C. Unpublished Options: \$ 650.00

D. Registration, Inspection, Paperwork, Postage cost, Courthouse time, &amp; Runner time:

\$ 150.00

E. UPFITTERS: CAPQ 102499

\$ 25,950.88

F. Manufacturer Destination/Delivery:

G. Floor Plan Interest (for in-stock and/or equipped vehicles):

\$ -

H. Lot Insurance (for in-stock and/or equipped vehicles):

\$ -

I. Contract Price Adjustment:

\$ -

J. Additional Delivery Charge: 0 miles INCLUDED

\$ -

K. Subtotal:

\$ 66,250.88

L. Quantity Ordered 1 x K =

\$ 66,250.88

M. Trade in:

N. BUYBOARD FEE PER PURCHASE ORDER

\$ -

O. TOTAL PURCHASE PRICE WITH BUYBOARD FEE

\$ 66,250.88



Chastang Enterprises, Inc.  
P.O.Box 21127  
Houston, TX 77226-1127  
713.678.5000



## TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE



CUSTOMER:	City of Killeen
CONTACT	Grant Roach
PHONE:	254-501-7798
EMAIL:	<a href="mailto:groach@killeentexas.gov">groach@killeentexas.gov</a>

QUOTE DATE:	9/15/2021
QUOTED BY:	John Chastang
PHONE:	Office: 713-678-5042 Cell: 281-460-7518
EMAIL:	<a href="mailto:inchastang@chastangford.com">inchastang@chastangford.com</a>

ITEM DESCRIPTION:	2023 Autocar ACX64 with Automated Side Load Refuse Body
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CONTRACT:	BuyBoard	PROPOSAL NO.	601-19	ITEM NO.	3	ITEM PRICE:	51782
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### CHASSIS EQUIPMENT

STANDARD EQUIPMENT
12 Month Chassis Warranty
Tilt/Telescope steering column; Integral Heat & A/C w/ defrost
5 Min. Engine idle shutdown

STANDARD EQUIPMENT
Technician Training
Service Manuals, Electrical & Air Schematics
Autocar Solutions 24/7 Tech Support

PUBLISHED OPTIONS
AM/FM CD stereo
Two Stage Air Cleaner
Allison 4500 Series Transmission
Pre-Engineered Chassis Layout
Double Frame
Cummins X12 350HP Diesel
46,000 Rear Axle
Dual Power Windows
Trans Auto Neutral
16.5x8.62 Rear Brakes
Heated remote mirrors
Exterior sun visor
Transmission retarder
Battery Box with Aluminum Lid
Central manifold air drain
Advanced diagnostic dash display w/ schematics
Dual fire extinguishers
Automated side load refuse body

PUBLISHED OPTIONS	
Trans PTO Prep Kit	
High back air ride driver's seat	
Floorplan charges	
Right hand drive cab	
LH Vertical Exhaust	
Synthetic Rear Axle Lube	
Overhang over 56"	
Integrated Body Control Compartment	
5 Year Transmission Warranty	
5 Year Cummins Extended Warranty	
5 Year Aftertreatment Warranty	
46,000 # rear suspension	
1810 Series main driveshaft	
16.5x7" Refuse front brakes	
Heated fuel water seperator	
Center console with wire basket storage container	
Early pay discount	
Fleet discount	
CHASSIS OPTIONS	314852
CHASSIS TOTAL	366634

### BODY EQUIPMENT

BODY VENDOR:	B.T.E	PROPOSAL NO.		ITEM NO.		ITEM PRICE:	0
BODY MFG:	G&H	MODEL:	Scorpion	TYPE:	Automated	CAPACITY:	31

OPTIONAL EQUIPMENT	COST

Early Pay Discount	COST
Early pay discount included \$2500.00/ chassis	
Pay \$181,000.00 ea. after factory visit to verify specs	
before body installed, \$185,634.00 ea. after delivery	
with body. Note: \$400.00 Buyboard will need to	
be paid on one of these 3 trucks.	
BODY OPTIONS	0
BODY TOTAL	0

#### Submit Approved Quote to BuyBoard:

Fax: 800-211-5454 Email: [info@buyboard.com](mailto:info@buyboard.com)

ESTIMATED DELIVERY	Approx. 300-330 Days
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UNIT PRICE	366634
QUANTITY	3
CONTRACT FEE (Per PO))	400
TOTAL PURCHASE	\$ 1,100,302.00



Chastang Enterprises, Inc.  
P.O.Box 21127  
Houston, TX 77226-1127  
713.678.5000



## TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE



CUSTOMER:	City of Killeen
CONTACT	Grant Roach
PHONE:	254-501-7798
EMAIL:	<a href="mailto:groach@killeentexas.gov">groach@killeentexas.gov</a>

QUOTE DATE:	9/15/2021
QUOTED BY:	John Chastang
PHONE:	Office: 713-678-5042 Cell: 281-460-7518
EMAIL:	<a href="mailto:inchastang@chastangford.com">inchastang@chastangford.com</a>

ITEM DESCRIPTION:	2023 Autocar ACX64 with Front Load Refuse Body
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CONTRACT:	BuyBoard	PROPOSAL NO.	601-19	ITEM NO.	3	ITEM PRICE:	51782
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### CHASSIS EQUIPMENT

STANDARD EQUIPMENT
12 Month Chassis Warranty
Tilt/Telescope steering column; Integral Heat & A/C w/ defrost
5 Min. Engine idle shutdown

STANDARD EQUIPMENT
Technician Training
Service Manuals, Electrical & Air Schematics
Autocar Solutions 24/7 Tech Support

PUBLISHED OPTIONS
AM/FM CD stereo
Two Stage Air Cleaner
Allison 4500 Series Transmission
Pre-Engineered Chassis Layout
Double Frame
Cummins X12 350HP Diesel
46,000 Rear Axle
Dual Power Windows
Trans Auto Neutral
16.5x8.62 Rear Brakes
Heated remote mirrors
Front cab guard
Transmission retarder
Battery Box with Aluminum Lid
Central manifold air drain
Advanced diagnostic dash display w/ schematics
Dual fire extinguishers
Front load refuse body

PUBLISHED OPTIONS	
Trans PTO Prep Kit	
High back air ride driver's seat	
Floorplan charges	
22,000 # Front suspension with Auxiliary load cushions	
RH Vertical Exhaust	
Synthetic Rear Axle Lube	
Overhang over 56"	
Integrated Body Control Compartment	
5 Year Transmission Warranty	
5 Year Cummins Extended Warranty	
5 Year Aftertreatment Warranty	
46,000 # rear suspension	
1810 Series main driveshaft	
16.5x7" Refuse front brakes	
Heated fuel water separator	
Center console with wire basket storage container	
Early pay discount	
Fleet discount	
CHASSIS OPTIONS	286385
CHASSIS TOTAL	338167

### BODY EQUIPMENT

BODY VENDOR:	Texas Pack + Load	PROPOSAL NO.		ITEM NO.		ITEM PRICE:	0
BODY MFG:	Neway	MODEL:	Mammoth	TYPE:	Front load	CAPACITY:	40yd

OPTIONAL EQUIPMENT	COST

Early Pay Discount	COST
Early pay discount included \$2500.00/ chassis	
Pay \$181,000.00 after factory visit to verify specs	
before body installed, \$157,167.00 after delivery	
with body. Note: \$400.00 Buyboard fee on	
automated sideloader price sheet.	
BODY OPTIONS	0
BODY TOTAL	0

#### Submit Approved Quote to BuyBoard:

Fax: 800-211-5454 Email: [info@buyboard.com](mailto:info@buyboard.com)

ESTIMATED DELIVERY	Approx. 300-330 Days
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UNIT PRICE	338167
QUANTITY	1
CONTRACT FEE (Per PO))	0
TOTAL PURCHASE	\$ 338,167.00



## Quotation

Page 1 of 3

TO: **John Rojas**  
City of Killeen  
1901 Botanical Dr.  
Killeen, Texas 76542

Date: 8/24/2021  
Quotation Number: JB139147  
Payment Terms: Net 30  
Shipping Terms: FOB Origin  
Valid Through: 11/24/2021  
Estimated Delivery: See Below  
Reference: BuyBoard#597-19

CLS Equipment is pleased to present the following equipment:

Item Number	Description	Qty	U/M
1	<p>77-000-40 Standard Builder (Diesel) – VMT (RH): Includes the foundational trailer platform and option integration. First choose the type of power plant; the basic power pack (77-260-04) has a positive displacement blower providing 500 CFM (14.2 mm)-11" (280mm) Hg vacuum and a 2.5 GPM (9.5 LPM) @ 3000 PSI (210 bar) pressure washer system with 3 gallon (11.4 L) anti-freeze tank and 95 gallon (360 L) water tank. The hydraulic power pack (77-260-15) adds HTMA Class II hydraulics; 10-gallon (38 L) reservoir, fan cooled heat exchanger, continuous duty rated for 8 GPM (30.3 LPM) @ 2,000 PSI (140 bar). As part of either power pack option is choice of (3) different spoils containment tanks, all with power hydraulic dump (rear discharge) and latching rear door; best value comes from the default 250 (950 L) gallon (77-431-02-00), but a 150 (570 L) gallon (77-433-02) and 350 (1,325 L) gallon (77-432-02-00) are also available.</p> <p>A valve machines is available if the hydraulic power pack is selected; Wachs 750 Ft/lb (1020 Nm) ERV-750 Extended Reach Valve operator with Bluetooth, telescoping valve key (79-404-01) and Vitals Controller/Datalogger (79-422-01).</p> <p>LX options available include: Service light bar with arrow board (77-420-00), Job Box (not available if outfitting with Hot Water Heater) and 50' (15 M) auxiliary hydraulic hose reel for operation of supporting power tools (77-413-06)</p> <p>Other options available include: Hot Water Heater (77-414-01), under deck mounted Spare Tire Kit (77-411-00), 2-5/16" Ball Tongue (77-215-01), 45lb Breaker, Mount and 14" Moil Point (08-000-10, 08-405-00 &amp; 08-410-02) or already GPS enabled controller/datalogger, however adding Trimble R2 GNSS receiver (79-412-02) provides survey grade centimeter accuracy.</p>	1	EA
2	<p>77-260-15 Power Pack, Diesel with Hydraulics for VMT systems: Tier 4F compliant, Kubota 1.1L, I-3 4-stroke, liquid cooled, IDI diesel engine; drawing fuel from a 10 gallon (38 L), hydro formed and rolled DOT approved aluminum tank provides ample power for all contained functions. Includes an HTMA Class II hydraulic circuit; 10-gallon (38 L) reservoir, fan cooled heat exchanger, push button electronically controlled circuit valving, continuous duty rated for 8 GPM (30.3 LPM) @ 2,000 PSI (140 bar). A positive displacement blower provides 500 CFM (14.2 cmm)-11" (280mm) Hg vacuum, and a 2.5 gpm (9.5 LPM) @ 3000 PSI (210 bar) pressure washer system with 3 gallon (11.4 L) anti-freeze and 95 gallon (360 L) water tank. Vacuum wand system with quick change 2-1/2" (63.5mm), 1-1/4" (31.75mm) &amp; 7/8" (22mm) diameter suction wands and one each short and long wash-down guns.</p>	1	EA
3	<p>77-432-02-00 350 Gallon Spoils Tank Assembly utilizing industry exclusive hydraulic side and dump system (translating 3" before lifting) and hydraulic latching rear door. Tank manufactured from 3/16" thick P&amp;O plate for durability, then sandblasted and powder coated for long life. Includes quick clean cyclone filter and electric/hydraulic HPU.</p> <p>Note: This Spoils Assembly is produced on a as needed basis for those who have tasks planned beyond just valve box cleanout and as a result lead times are longer and pricing is higher than the standard 250 gallon.</p>	1	EA



## Quotation

Page 2 of 3

TO: John Rojas

Date: 8/24/2021  
Quotation Number: JB139147

Reference: BuyBoard#597-19

Item Number	Description	Qty	U/M
4 79-404-01	ERV-750 Automated Valve Operator, Exerciser and Rehabilitator with Bluetooth Kit for VMT systems, featuring Wachs industry leading automation. Extendable arm produces a full 750 Ft lbs. (1020 Nm) of torque. The system utilizes a dual pivot point to locate over any valve box/hydrant within 13'. Locking disc brakes hold the full torque of the machine while operating, allowing operator to keep hands off equipment and supervise activity from a safe location. Kit includes ERV-750, Bluetooth adapter, telescoping valve key, mounting hardware and interface plumbing. Requires Ruggedized Controller/Datalogger (Part#79-422-01/02).	1	EA
5 79-422-01	Wachs HC-100 (North America) ruggedized Controller/Datalogger to operate and collect data (including GPS) during the operation of ERV-750, TM7 and TM-6 machine (includes PDA style PC, 12v vehicle charger kit, AC charging kit, USB sync cable, machine control cable, screen protector & preloaded with Vitals Mobile software). Already GPS enabled, however adding option 79-412-02 (Trimble R2 GNSS receiver) provides survey grade centimeter accuracy.	1	EA
6 77-420-00	Light Bar Kit including (2) pivoting service lights, arrow board and controller for mounting to rear of spoils tank.	1	EA
7 77-415-00	Locking Job Box Kit for VMT systems. This storage box is custom made for the VMTs from heavy gauge aluminum diamond plate, is sealed and includes locking latch to keep valuables like the HC-100 safe from theft. The box is 16" x 20" x 18" and has twin gas filled struts to hold the lid opened while working.  This Job Box shares the location on the trailer with the Hot Water Kit (optional), so it is not available if this upgrade is required.	1	EA
8 77-413-06	50' Hydraulic Hose Reel Kit for VMT systems, twin 1/2 hoses on spring retractable, top roller reel. Includes mounting hardware and interface hoses.	1	EA
9 11-242-03	Key Extension add on - 36" Extends the telescoping key to reach all valves.	1	EA

<b>Subtotal</b>	<b>\$87,260.00</b>
<b>Motor Freight</b>	<b>\$1,850.00</b>
<b>Total (USD)</b>	<b>\$89,110.00</b>



## Quotation

Page 3 of 3

TO: **John Rojas**

Date: 8/24/2021  
Quotation Number: JB139147

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6165 W. Detroit St.  
Chandler, AZ 85226  
(602) 276-0406 (800) 528-8242

## QUOTE #

BBBQ43946-02

Date Quoted 9/21/2021  
EXPIRATION DATE 11/1/2021

**Quote To:** Account Code: 918215

CITY OF KILLEEN

**Ship To:** Account Code:

CITY OF KILLEEN

PO BOX 1329  
KILLEEN, TX 76540  
US

2003 LITTLE NOLAN RD  
KILLEEN, TX 76542  
US

**Phone:**

**Fax:**

**Email:**

**Project Title:** Fleet Acquisition

**Bid Date:**

**Bid Number:**

**Project Start Date:**

**Ship Before:**

**Quote Effective Dates:** 4/6/2021 TO 11/1/2021

**Terms:** NET 30

**F.O.B.:** PPA- Delivered; freight includ

**Ship Via:** Truck/Common Carrier

**Sales Group:**

**Quoted By:** Chase Smith

**Sales Office:** TX3- Chase Smith

**Estimated Time to Ship After Receipt of Order:** Quoted at time of order

**Customer:** CITY OF KILLEEN

**Project Title:** Fleet Acquisition

**Quote Number** BBBQ43946-02

**Date** 09-21-21

**SALES TAX EXEMPT CERTIFICATE MUST BE PROVIDED AT THE TIME OF ORDER OR SALES TAX WILL BE ADDED TO YOUR ORDER**

Part #	Description	Unit	Qty.	Quote Price	Ext. Price
- priced per Buy Board #597-19					
44100BASE-AZ03	SS250D TRAILER BASE 4/2020	EA	1	\$55,350.0000	\$55,350.0000
24227-AZ03	7 PIN FLAT BLADE CONNECTOR RO	EA	1	\$0.0000	\$0.0000
20014-AZ03	3" PINTLE HITCH REV.E	EA	1	\$114.2400	\$114.2400
46260-AZ03	TOOL BOX W/LOCK REV.C	EA	1	\$237.7360	\$237.7360
24190K-AZ03	OVERNIGHT HEATER W/FITTING	EA	1	\$288.0000	\$288.0000
24095K-AZ03	STROBE LIGHT KIT, CLASS 2	EA	1	\$273.6000	\$273.6000
26060-AZ03	20# FIRE EXT.	EA	1	\$260.0000	\$260.0000
26061-AZ03	FIRE EXT BRKT REV.0	EA	1	\$76.8000	\$76.8000
6008224	FREIGHT CHARGE	EA	1	\$1,450.0000	\$1,450.0000



**Customer:** CITY OF KILLEEN

**Project Title:** Fleet Acquisition

**Quote Number** BBBQ43946-02

**Date** 09-21-21

**SALES TAX EXEMPT CERTIFICATE MUST BE PROVIDED AT THE TIME OF ORDER OR SALES TAX WILL BE ADDED TO YOUR ORDER**

Part #	Description	Unit	Qty.	Quote Price	Ext. Price
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**Sales Tax** \$0.00

**Sub Total** \$58,050.38

**Shipping** \$0.00

**Total** \$58,050.38

*Due to extreme market volatility all prices and availability are subject to change without notice, all quotes to be confirmed at time of order and subject to inventory status.*

**COMMENTS:**

Current 8 week lead time

Training on start up, operation, and shut down included.

Send orders to customerservice@crafco.com

Crafco Service Facilities : 2413 Richland Ave  
Farmers Branch, TX 75234  
214-473-4025

2103 Danbury St  
San Antonio, TX 78217  
210-496-2070

**NOTE:**

**PAYMENT POLICY:**

A deposit of 50% of the purchase price is required on all equipment orders.  
Payment of cash, wire transfer or cashier's check for equipment is required at the time of delivery. Personal or Company checks must be deposited and the equipment will not be released until the funds clear. (7-10 days is typical)

**WARNING:**

Products on this quote may be labeled in accordance with California Proposition 65.  
California purchasers refer to <http://crafco.com/resources/Prop-65.xlsx>

For Terms and Conditions of purchases go to: <https://crafco.com/Terms-of-Sale.pdf>  
Quantities may be limited at CrafcO's discretion.

Pricing and availability are subject to change without notice.

Pricing does not include applicable taxes. Tax exemption forms must be on file prior to invoicing. Unpaid sales tax will be reported to State and Local tax authorities. Extension is net after terms.

**FOB DEFINITIONS:**

PPA- Delivered; freight included.

PPD- Delivered; freight separate.

**Pavement Preservation Products Restocking Policy**

**RETURN POLICY**

Crafco will only accept the return of products that have been authorized in writing in advance, and proof of purchase is required. Not all purchases are returnable. This is a Return Policy for non-warranty claims. Refer to the product data sheet for information about warranty and claims for warranty reimbursement.

All returns are subject to restocking fees.

All products returned must be in the original packaging and be in good and salable condition.

Crafco reserves the right to charge repackaging fees in addition to restocking fees.

The customer is responsible for all shipping costs of returned products.

Request information on the acceptability for returns for any specific product when ordering.

**Nonreturnable Products**

Not all products are returnable. Products that have a shelf life or are considered made to order, or special order may not be returned. No used parts may be returned and any part or product that is non-standard or obsolete is not returnable.

Product	Return Status
Athletic Surfacing Products, Cure & Commercial Liquids, Equipment, Geocomposites, Paint, Sealcoat, and Silicone	Non-Returnable

**Restocking Fees**

All returnable products have a restocking fee if returned.

Product	Restocking Fee
Parts	15% of part purchase price
All Other Products	25% of product purchase price

**How to Return an Item**

1. To obtain authorization contact your customer service representative.
2. A written authorization will be faxed or emailed to you.
3. A copy of the Return Authorization must accompany the material being returned.

**CRAFCO, INC.**

**TERMS AND CONDITIONS OF SALE**

**March, 2015**

The seller of the product, CrafcO, Inc., shall hereinafter be referred to as "CrafcO". The terms and conditions set forth in this document ("Terms and Conditions") are intended to establish standard terms and conditions for all sales of CrafcO's products ("Products") to customers (each a "Customer"). Notwithstanding the foregoing, unless specifically referenced in a sales agreement, these Terms and Conditions shall not apply if there is an sales agreement in place between Customer and CrafcO which covers the sale of the applicable goods, provided that the sales agreement is signed by both parties.

1. **PRICE; TAXES** – Unless otherwise specifically agreed to by CrafcO and Customer in writing, CrafcO's pricing in effect at the time of shipment shall apply. Price quotes are subject to credit approval or other arrangements satisfactory to CrafcO to establish Customer creditworthiness. Any tax, excise or governmental charge imposed upon the value added to or the production, sale, storage, use or transportation of any Product sold hereunder, or imposed upon crude oil or any other raw materials from which such Products are made, which CrafcO may be required to pay, shall be included in the purchase price. Customer shall provide CrafcO with properly completed exemption certificates for any tax from which Customer claims exemption.
2. **PAYMENT TERMS** –Subject to ongoing credit approval by CrafcO, and unless otherwise specified on CrafcO's invoice or agreed to by Customer and CrafcO in writing, terms of payment shall be net 30 days from date of invoice. CrafcO reserves the right to withhold shipment for Customer's: (a) late payment; (b) non-payment; or (c) failure to provide reasonable assurance of payment upon CrafcO's request. Any payment that is not received by the date required herein shall accrue interest at a rate of eighteen per cent (18%) per annum of the outstanding balance or the maximum rate allowed by applicable law, whichever is less, from the date such payment is due until the full invoiced amount and accrued interest is fully paid. In addition, Customer shall be responsible for CrafcO's costs of collection of any past due amounts, including reasonable attorney fees. In the event Customer shall fail to make timely payment of any monies due and owing to CrafcO, CrafcO may set off, withhold or recoup any payments due under this or any other agreement between the parties.
3. **DELIVERY; TITLE; RISK OF LOSS** — – Unless specifically agreed to otherwise in writing: (a) title to the Product and risk of loss shall pass to Customer at delivery of the Products FOB CrafcO's facility from which the Products are shipped; (b) Customer assumes all responsibility for risk of loss or damage to the Products from such point of delivery; (c) delivery dates are approximate.
4. **LIMITED WARRANTY – CRAFCO WARRANTS THAT AT TIME OF SHIPMENT: (a) PRODUCT SOLD HEREUNDER SHALL CONFORM TO CRAFCO'S CURRENT STANDARD SPECIFICATIONS FOR SUCH PRODUCT OR SUCH OTHER SPECIFICATIONS AS SHALL HAVE BEEN MADE EXPRESSLY A PART OF THIS AGREEMENT; (b) CRAFCO HAS GOOD TITLE TO THE PRODUCT; AND (c) THE PRODUCT IS FREE AND CLEAR OF ALL LIENS AND ENCUMBRANCES CREATED BY CRAFCO. CRAFCO MAKES NO WARRANTY OF ANY RESULTS CUSTOMER MIGHT OBTAIN IN ANY PARTICULAR APPLICATION. CRAFCO MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR PARTICULAR PURPOSE OR OTHERWISE.**
5. **LIMITATION OF REMEDIES - CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR ANY BREACH OF WARRANTY SHALL BE REPLACEMENT OF DEFECTIVE OR NONCONFORMING PRODUCT BY CRAFCO WITHOUT ADDITIONAL CHARGE, OR IN LIEU THEREOF, AT CRAFCO'S OPTION, CRAFCO MAY REFUND THE PURCHASE PRICE UPON RETURN OF THE DEFECTIVE OR NONCONFORMING PRODUCTS AT CRAFCO'S EXPENSE.**
6. **LIMITATION OF LIABILITY – NOTWITHSTANDING ANY OTHER PROVISION, TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, CRAFCO'S TOTAL LIABILITY TO CUSTOMER FOR ANY AND ALL CLAIMS, LOSSES OR DAMAGES (COLLECTIVELY A**

**“CLAIM”) ARISING OUT OF, CONNECTED WITH OR RESULTING FROM THIS AGREEMENT AND/OR the SALE, PURCHASE AND USE OF PRODUCTS HEREUNDER, WHETHER BASED IN CONTRACT, NEGLIGENCE OR OTHER TORT, STRICT LIABILITY, BREACH OF WARRANTY OR OTHERWISE, SHALL IN NO EVENT EXCEED THE PURCHASE PRICE OF THE PRODUCTS IN RESPECT TO WHICH SUCH CLAIM AROSE. CUSTOMER ACKNOWLEDGES THAT THIS LIMITATION OF LIABILITY IS REASONABLE AND THAT THE PRICE OF CRAFTCO'S PRODUCTS HAS BEEN DETERMINED BASED UPON THE FOREGOING LIMITATION OF LIABILITY.**

- 7. COMMENCEMENT OF ACTION - ANY CAUSE OF ACTION ARISING UNDER THIS AGREEMENT OR ARISING OUT OF SALE OF THE PRODUCTS WHICH CUSTOMER MAY HAVE AGAINST CRAFTCO MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED.**
- 8. WAIVER OF INCIDENTAL AND CONSEQUENTIAL DAMAGES – NOTWITHSTANDING ANY OTHER PROVISION, TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT SHALL CRAFTCO BE LIABLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION THE SALE OR USE OF PRODUCTS), WHETHER THE ACTION IN WHICH RECOVERY OF ANY SUCH DAMAGES IS SOUGHT IS BASED UPON CONTRACT, TORT, STATUTE OR OTHERWISE, EVEN IF CRAFTCO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**
- 9. PRODUCT QUANTITY –** Product delivered in bulk via tank trucks shall be subject to weight/volume variance of up to 10% of the amount specified in the order and Customer shall pay for the actual quantity so supplied. Exact quantities of all other packaged shipments shall be determined at time of delivery.
- 10. SAFETY, HEALTH AND INDEMNITY –** Customer acknowledges that Craftco has furnished product literature or information such as Safety Data Sheets (SDS) or Material Safety Data Sheets (MSDS), that include warnings and safety and health information related to the goods furnished hereunder. Customer shall: (a) familiarize itself with such information; (b) adopt and follow safe handling, storage, transportation, use, treatment and disposal practices with respect to the goods furnished hereunder, including, without limitation, special care and practices as Customer's use of the goods requires including, without limitation, all such practices required by applicable laws; (c) instruct its employees, independent contractors, agents and customers of the precautions and safe use practices required in connection with the unloading, handling, storage, use transportation and disposal of the goods furnished hereunder (including, without limitation, information contained in Craftco's most recent SDS or MSDS); and (d) comply with applicable safety and environmental laws and take action necessary to avoid spills or other dangers to persons, property or the environment. Craftco may suspend shipment of Products and/or cancel this Agreement on five (5) days notice if Customer fails to comply with any of its obligations under this paragraph 10. Customer shall indemnify, defend and hold Craftco harmless against any and all third party causes of action, claims, liabilities, losses, costs, damages and expenses (including, without limitation, attorney's fees and expenses) to the extent arising out of Customer's failure to comply with any of its commitments under this paragraph 10.
- 11. FORCE MAJEURE –** (a) Craftco shall be relieved from liability hereunder for failure to perform any or all of its obligations for the time and to the extent of such failure to perform where Craftco's failure is occasioned by any cause or causes of any kind or character beyond the reasonable control of Craftco (any such cause herein referred to as "Force Majeure"), including, without limitation: acts of god; accidents; fire; explosion; flood or hurricanes; strikes, lockouts or other industrial disturbances; riots or civil commotion; war whether declared or undeclared; compliance with any law, rule or regulation; shortage or breakdown or other failure of facilities used for manufacture or transportation; shortage of labor; inability to secure, in Craftco's sole discretion, all at reasonable prices, transportation, power, fuel, materials or supplies; or total or partial shutdown due to Craftco's normal plant turnaround or as required by Craftco's operations. If Craftco is rendered unable by Force Majeure to carry out its obligations hereunder, Craftco shall give notice to Customer, and upon the giving of such notice the obligations of Craftco, insofar as they are affected by such Force Majeure shall be suspended during the continuance of the Force Majeure event. Upon the cessation of the cause or causes for any such failure or delay, performance shall be resumed but such delay shall not, except by mutual agreement,

operate to extend the term of this Agreement or obligate CrafcO to make up deliveries missed. (b) Regardless of the occurrence or non-occurrence of any of the causes set forth in paragraph (a) above, if for reasons beyond CrafcO's control, supplies of any Product deliverable hereunder, or of crude petroleum or other feedstock from which such Product is derived, from any of CrafcO's existing sources are curtailed or cut off or are inadequate to meet CrafcO's own requirements and its obligations to its customers, CrafcO's obligation hereunder during such period of curtailment, cessation or inadequacy shall at its option be reduced to the extent necessary in CrafcO's sole judgment to allocate among CrafcO's own requirements and its customers (whether under contract or not), such Product as received and as may be available in the ordinary and usual course of CrafcO's business from any such existing sources of supply at the location(s) from which deliveries hereunder are normally shipped. CrafcO shall not be obligated to purchase or otherwise obtain other supplies of such Product, crude petroleum or other feedstock from which such Product is derived to make up inadequate supplies or to replace the supplies so curtailed or cut off. CrafcO shall not be obligated to make up deliveries omitted or curtailed hereunder, and any such deficiencies in deliveries shall be canceled from the contract with no liability to either party therefor.

12. **COMPLIANCE WITH LAWS AND REGULATIONS** — Customer agrees to comply with all laws, rules and regulations in any way relating to Customer's purchase, ownership, transportation, receipt, handling, storage, processing, alteration, use, disposal or resale of the Products, alone or in combination with other substances or processes and shall indemnify, defend and hold CrafcO harmless against all losses, claims, causes of action, penalties and liabilities arising out of Customer's failure to comply with the foregoing.
13. **US SANCTIONS AND EMBARGOES** – Customer shall ensure that no volumes of the products will reach any countries, entities or individuals which are under sanctions and/or import or export restrictions of the United States or the country from which CrafcO ships the Products.
14. **MISCELLANEOUS** — This Agreement shall not be assigned in whole or in part by either party without the written consent of the other party, except that CrafcO may, upon written notice to Customer, assign its obligations hereunder to any affiliate of CrafcO. No waiver by either party of any breach of any of the terms and conditions hereunder contained shall be construed as a waiver of any succeeding breach of the same or any other term and condition. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona to the exclusion of its rules on conflicts of law. CrafcO and Customer explicitly exclude the application of the United Nations Convention on the International Sale of Goods (1980). All legal proceedings arising out of or relating to this Agreement shall be brought in the courts of the State of Arizona, County of Maricopa, or, if it has or can acquire jurisdiction, in the United States District Court for the District of Arizona, and each of the parties irrevocably submits to the exclusive jurisdiction of each such court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the proceeding shall be heard and determined only in any such court and agrees not to bring any proceeding arising out of or relating to this Agreement in any other court. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

**March 20, 2015 version**

## **A Purchase Order or Letter of Intent is required for all orders.**

To expedite the delivery of equipment, the below information must be included on your Purchase Order or Letter of Intent.

### **For any questions, please contact:**

- |   |   |
|---|---|
| <input type="checkbox"/> Vendor: Deere & Company<br>2000 John Deere Run<br>Cary, NC 27513             | <b>Travis Jackson</b><br>United Ag & Turf<br>4000 West 2nd Street<br>Taylor, TX 76574 |
| <input type="checkbox"/> Contract name and number   | Tel: 512-352-5296   |
| <input type="checkbox"/> Signature  | Fax: 512-352-5297   |
| <input type="checkbox"/> Shipping address   | Email: <a href="mailto:travisjackson@unitedagt.com">travisjackson@unitedagt.com</a>   |
| <input type="checkbox"/> Billing address  |   |
| <input type="checkbox"/> Membership number (if applicable)  |   |
| <input type="checkbox"/> Tax exempt certificate (if applicable). Must be made out to Deere & Company. |   |

**If information is not included, the Purchase Order or Letter of Intent will be returned.**

**ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):**

Deere & Company  
 2000 John Deere Run  
 Cary, NC 27513  
 FED ID: 36-2382580; DUNS#: 60-7690989

**ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:**

United Ag & Turf  
 4000 West 2nd Street  
 Taylor, TX 76574  
 512-352-5296  
 TaylorJD@unitedagt.com

**Quote Summary**
**Prepared For:**

CITY OF KILLEEN  
 2003 LITTLE NOLAN RD  
 KILLEEN, TX 76542  
 Business: 254-501-7785  
 GRoach@killeentexas.gov

**Delivering Dealer:**

**United Ag & Turf**  
 Travis Jackson  
 4000 West 2nd Street  
 Taylor, TX 76574  
 Phone: 512-352-5296  
 travisjackson@unitedagt.com

**Quote ID:** 25285210

**Created On:** 20 September 2021

**Last Modified On:** 21 September 2021

**Expiration Date:** 31 October 2021

Equipment Summary	Selling Price	Qty	Extended
JOHN DEERE 6105E Cab Tractor (87 PTO hp)	\$ 65,248.88 X	1 =	\$ 65,248.88
PowerGard Protection Plan	\$ 4,790.00 X	1 =	\$ 4,790.00
<b>Contract:</b> Sourcewell Ag Tractors 110719-JDC (PG 1P CG 70)			
<b>Price Effective Date:</b> August 17, 2021			
<b>Sub Total</b>			<b>\$ 70,038.88</b>
JOHN DEERE M20 Flex wing Rotary Cutter	\$ 25,254.80 X	1 =	\$ 25,254.80
<b>Contract:</b> Sourcewell Ag Tractors 110719-JDC (PG 1P CG 70)			
<b>Price Effective Date:</b> August 17, 2021			
<b>Equipment Total</b>			<b>\$ 95,293.68</b>

\* Includes Fees and Non-contract items

**Quote Summary**

Equipment Total	\$ 95,293.68
Trade In	
SubTotal	<b>\$ 95,293.68</b>
Delivery Fee	\$ 144.00
Est. Service Agreement Tax	\$ 0.00
Total	\$ 95,437.68

Salesperson : X \_\_\_\_\_

Accepted By : X \_\_\_\_\_



JOHN DEERE

**UNITED**  
Ag & Turf

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**ALL PURCHASE ORDERS MUST BE MADE OUT  
TO (VENDOR):**

Deere & Company  
2000 John Deere Run  
Cary, NC 27513  
FED ID: 36-2382580; DUNS#: 60-7690989

**ALL PURCHASE ORDERS MUST BE SENT  
TO DELIVERING DEALER:**

United Ag & Turf  
4000 West 2nd Street  
Taylor, TX 76574  
512-352-5296  
TaylorJD@unitedagt.com

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Down Payment	(0.00)
Rental Applied	(0.00)
<b>Balance Due</b>	<b>\$ 95,437.68</b>

Salesperson : X \_\_\_\_\_

Accepted By : X \_\_\_\_\_

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# Selling Equipment

**Quote Id:** 25285210      **Customer Name:** CITY OF KILLEEN

**ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):**

Deere & Company  
 2000 John Deere Run  
 Cary, NC 27513  
 FED ID: 36-2382580; DUNS#: 60-7690989

**ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:**

United Ag & Turf  
 4000 West 2nd Street  
 Taylor, TX 76574  
 512-352-5296  
 TaylorJD@unitedagt.com

## JOHN DEERE 6105E Cab Tractor (87 PTO hp)

**Hours:**

**Stock Number:**

**Contract:** Sourcewell Ag Tractors 110719-JDC (PG 1P CG 70)

**Selling Price \***  
 \$ 65,248.88

**Price Effective Date:** August 17, 2021

\* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
332RP	6105E Cab Tractor (87 PTO hp)	1	\$ 81,952.00	24.00	\$ 19,668.48	\$ 62,283.52	\$ 62,283.52
Standard Options - Per Unit							
0202	United States	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
0409	English Operator's Manual North America	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
0500	No Package	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
1386	PowrReverser Transmission (19mph/30kmh) - MFWD Axle	1	\$ 1,368.00	24.00	\$ 328.32	\$ 1,039.68	\$ 1,039.68
2050	Standard Cab	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
2130	Air Suspension Seat with Swivel (MSG 95)	1	\$ 971.00	24.00	\$ 233.04	\$ 737.96	\$ 737.96
3320	Dual SVC Standard	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
4015	Standard Hitch	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
4120	Two Telescopic Draft Links	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
4315	Standard Duty Drawbar	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
4421	Hitch Plate with Stabilizer	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
5212	460/85R34 In. 8PR R1 Radial	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
6210	340/85R24 In. 8PR R1 Radial	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
8726	Rotating Warning Light (Beacon Light)	1	\$ 247.00	24.00	\$ 59.28	\$ 187.72	\$ 187.72
<b>Standard Options Total</b>			<b>\$ 2,586.00</b>		<b>\$ 620.64</b>	<b>\$ 1,965.36</b>	<b>\$ 1,965.36</b>
Value Added Services							
	PowerGard Protection Plan	1	\$ 4,790.00			\$ 4,790.00	\$ 4,790.00

# Selling Equipment

**Quote Id:** 25285210      **Customer Name:** CITY OF KILLEEN

**ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):**

Deere & Company  
2000 John Deere Run  
Cary, NC 27513  
FED ID: 36-2382580; DUNS#: 60-7690989

**ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:**

United Ag & Turf  
4000 West 2nd Street  
Taylor, TX 76574  
512-352-5296  
TaylorJD@unitedagt.com

<b>Value Added Services</b>	<b>\$ 4,790.00</b>	<b>\$ 4,790.00</b>	<b>\$ 4,790.00</b>
<b>Total</b>			
<b>Other Charges</b>			
Freight	1 \$ 1,000.00	\$ 1,000.00	\$ 1,000.00
	<b>\$ 1,000.00</b>	<b>\$ 1,000.00</b>	<b>\$ 1,000.00</b>
<b>Suggested Price</b>			
			<b>\$ 70,038.88</b>
<b>Total Selling Price</b>	<b>\$ 85,538.00</b>	<b>\$ 20,289.12</b>	<b>\$ 65,248.88 \$ 70,038.88</b>

## JOHN DEERE M20 Flex wing Rotary Cutter

**Equipment Notes:**

**Hours:**

**Stock Number:**

**Selling Price \***

**Contract:** Sourcewell Ag Tractors 110719-JDC (PG 1P CG 70)

**\$ 25,254.80**

**Price Effective Date:** August 17, 2021

\* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
2320P	M20 Flex wing Rotary Cutter	1	\$ 31,339.00	24.00	\$ 7,521.36	\$ 23,817.64	\$ 23,817.64
<b>Standard Options - Per Unit</b>							
0202	United States	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
1200	Spring suspension	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
2501	Blade pan - 125 hp	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
3325	8 Pneumatic Tires - (Double tires on center and wings) - Severe duty ag tires	1	\$ 923.00	24.00	\$ 221.52	\$ 701.48	\$ 701.48
3541	1000 RPM Driveline - 1 3/8" coupler - Cat 6	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
3641	1000 RPM - 125 hp Gearbox - Commercial duty	1	\$ 691.00	24.00	\$ 165.84	\$ 525.16	\$ 525.16
5120	Ball type hitch	1	\$ 277.00	24.00	\$ 66.48	\$ 210.52	\$ 210.52
5280	Rigid casting tongue	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
9043	Text Free Operator's Manual and Decal Kit	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
<b>Standard Options Total</b>			<b>\$ 1,891.00</b>		<b>\$ 453.84</b>	<b>\$ 1,437.16</b>	<b>\$ 1,437.16</b>



JOHN DEERE

# Selling Equipment



Quote Id: 25285210      Customer Name: CITY OF KILLEEN

**ALL PURCHASE ORDERS MUST BE MADE OUT  
TO (VENDOR):**

Deere & Company  
2000 John Deere Run  
Cary, NC 27513  
FED ID: 36-2382580; DUNS#: 60-7690989

**ALL PURCHASE ORDERS MUST BE SENT  
TO DELIVERING DEALER:**

United Ag & Turf  
4000 West 2nd Street  
Taylor, TX 76574  
512-352-5296  
TaylorJD@unitedagt.com

<b>Total Selling Price</b>	<b>\$ 33,230.00</b>	<b>\$ 7,975.20</b>	<b>\$ 25,254.80</b>	<b>\$ 25,254.80</b>
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# JOHN DEERE

## Extended Warranty Proposal

## PowerGard™ Protection Plan

### Tractors - Utility

Date : September 21, 2021

Machine/Use Information		Plan Description		Price	
Manufacturer	JOHN DEERE	Plan Type:	New	Deductible:	\$ 750
Equipment Type	Tractors - Utility	Coverage:	Comprehensive	Quoted Price	\$ 4,790.00
Model	6105E	Total Months:	60		
Country	US	Total Hours:	3000	Date Quoted	September 20, 2021
MFWD/Tracks	N				

### Scraper Use

THIS PROPOSAL IS VALID FOR 30 DAYS FROM DATE ISSUED. GRACE pricing is only good during the first 120 days or 100 hours of ownership for new Commercial Mowers during the John Deere basic warranty period. After this period, DELAYED pricing can be purchased up to the first 12 months or 300 hours with an applied surcharge. The Total Months and Hours listed above include the John Deere Basic Warranty of 24 months or unlimited hours for Commercial Mowers. Limited Plan coverage = Engine and Powertrain only. Comprehensive Plan coverage = Full Machine.

### PowerGard Protection Proposal Prepared for:

*I have been offered this extended warranty and*

Customer Name - Please Print

☒ I ACCEPT the PowerGard Protection

☐ I DECLINE the PowerGard Protection

Customer Signature

*If declined, I fully understand that my equipment listed above is not covered for repair expenses due to component failures beyond the original basic warranty period provided by John Deere.*

**Note :** This is **not** a contract. For specific PowerGard Protection coverage terms and conditions, please refer to the actual PowerGard Protection Plan contract for more information and the terms, conditions and limitations of the agreement.

### What PowerGard Protection is :

The PowerGard Protection Plan is an **extended warranty** program for reimbursement on parts and labour for covered components that fail due to faulty material or original workmanship that occur beyond the John Deere Basic Warranty coverage period. The agreement is between Deere & Company and the owners of select John Deere Commercial and Agricultural equipment, who purchase the PowerGard Plans for the desired coverage as indicated in this proposal.

### What PowerGard Protection is not :

PowerGard Protection is **not insurance**. It also does not cover routine maintenance or high wear items, or insurance-related risks/perils such as collision, overturn, vandalism, wind, fire, hail, etc. It does not cover loss of income or loss of value of crops during or after an equipment failure. See the actual product-specific PowerGard Protection Plan agreement for a complete listing of covered components, and limitations and conditions under the program.

**Features/Benefits:**

PowerGard protection include the following features and benefits under the program :

- Pays for parts and labour costs incurred on failed covered components (less any applicable deductibles),
  - Does not require pre-approval before repairs are made by the authorized John Deere dealership,
  - Payments are reimbursed directly to the dealership with no prepayment required by the contract holder.
  - PowerGard Protection agreements ensure that only Genuine John Deere Parts are used in all repairs,
  - PowerGard coverage is fully transferable to future owners, with no transfer fees when coverage remains,
  - PowerGard ensures higher resale value and makes equipment more marketable during the sale or trade-in,
  - PowerGard allows you to budget your total cost of ownership, with financing available through John Deere Credit or other sources,
  - PowerGard helps prevent large,unexpected repair bills during later years of equipment ownership,in exchange for a smaller protection fee up front.
-



# FREIGHTLINER OF AUSTIN

1701 Smith Rd. (Hwy. 183 So.)  
Austin, Texas 78721

Bus: 512-389-0000  
FAX: 512-389-2663  
Wats: 1-800-395-2005

INV.

PURCHASING NAME		TELEPHONE	
CITY OF KILLEEN		254-501-7789	
ADDRESS	CITY	STATE	ZIP CODE
101 N. COLLEGE ST.	KILLEEN	TX	76541

**I/We Hereby Purchase from You, Under the Terms and Conditions Specified, the Following:**

YEAR	MAKE	MODEL/BODY	VIN	LICENSE PLATE
2023	FREIGHTLINER	M2106	ORDER	
<p>A documentary fee is not an official fee, a documentary fee is not required by law but may be charged to buyers for handling documents and performing services relating to the closing of a sale. Buyers may avoid payment of the fee to the seller by handling the documents and performing the services relating to the closing of the sale. A documentary fee may not exceed \$50.00. This notice is required by law.</p> <p><i>El cobro documental no es un cobro oficial. El cobro documental no es un requisito bajo la ley, pero se le puede cobrar. Al comprador por el rendimiento de los servicios relacionados con la completacion de la venta y por completar los documentos. El comprador puede evitar el pago al vendedor de este costo si el comprador mismo se encarga de manejar los documentos y de los servicios necesarios para la completacion de la venta. El cobro documental no puede sobrepasar los \$50.00 (U.S.) Este aviso es requerido bajo la ley.</i></p>			MILEAGE:	
<p><b>Disclaimer of Warranties</b></p> <p>Any warranties on the products sold hereby are those made by the factory. The Seller , <i>Freightliner of Austin</i> , hereby expressly disclaims all warranties, either expressed or implied including any implied warranty of merchantability or fitness for a particular purpose, and <i>Freightliner of Austin</i>, neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this vehicle.</p>			PETERSEN TL3 ROUTE ASST. LOADER	\$118,827.00
			TIPS CONTRACT # 200206	
			CHASSIS BASE MODEL PRICE	\$69,413.40
			OPTION CONTENT	\$19,747.00
			DELIVER TO KILLEEN TX	\$125.00
<p><b>CUSTOMER SIGNATURE</b></p> <p><b>SALESMAN SIGNATURE</b>      KEVIN KRIEG</p>				

**CONTRACTUAL DISCLOSURE STATEMENT FOR USED VEHICLE ONLY.** "The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale."

MILEAGE:			TRADE-IN	
YEAR	MAKE	MODEL/BODY	VIN	LICENSE PLATE
MILEAGE:			TRADE-IN	
YEAR	MAKE	MODEL/BODY	VIN	LICENSE PLATE

		TOTAL	208,112.40
PAYOFF TO:		Trade Allowance	N/A
ADDRESS:		Trading Difference	N/A
TELEPHONE: / FAX:		Sales Tax	N/A
GOOD UNTIL:		Vehicle Inventory Tax	
QUOTED BY:		License Fee	N/A
SHOW LIEN TO:	Body Type:	Documentary Fee	N/A
ADDRESS:	License Wt.:	Federal Excise Tax	N/A
	State Insp.:	TOTAL SALE PRICE	208,112.40
DATED: LIEN AMOUNT \$	License:	Payoff on Trade	
DRAFT FOR \$	Title:	Ext. Service Agreement	
DRAFT THRU:	Transfer:	Less Deposit	
ADDRESS:		Total Balance Due	208,112.40

Full disclosure required by federal regulation "Z", The Consumer Protection Act and The Texas Consumer Credit Code, will be made prior to consummation of a credit sale. This written order comprises the entire agreement pertaining to this purchase and no other agreement of any kind, verbal understanding or promise whatsoever, will be recognized. It is expressly agreed that the purchaser acquires no right, title or interest in or to the property which he agrees to purchase hereunder until such property is delivered to him/her and either the full price is paid in cash or satisfactory deferred payment agreement is executed by the parties hereto, the terms of which shall thereafter be controlling, and a clear title is furnished to dealer for the used cars or trucks involved, if any. THIS IS NOT A CONDITIONAL SALES CONTRACT, BUT IS A BUYER'S ORDER. All new vehicles carry the standard factory warranty. It is understood there is no guarantee on the above described new or used vehicle other than appears on this Buyer's Order. Mileage, if used vehicle model is not guaranteed and a verbal agreement by the Salesman will not be considered binding on the Seller. It is agreed that neither Freightliner of Austin nor the manufacturer will be liable for failure to effect delivery. This order is not binding on the dealer until approved by an officer of Freightliner of Austin at its office in Austin, Texas.



DATE: July 29, 2021  
QUOTE #:280065-01

CITY OF KILLEEN FLEET SERVICES  
FRANK TYDLACKA

Bryan Taylor  
254.709.7572

PO BOX 1329  
KILLEEN, TEXAS 76540-1329

**One (1) New Caterpillar Inc Model: 420XEITCEX Backhoe Loaders with all standard equipment in addition to the additional specifications listed below:**

DATE: July 29, 2021QUOTE #:Quote 280065-01

#### MACHINE SPECIFICATIONS

**STOCK NUMBER: HLK045791**

DESCRIPTION	REF.#
420 XE 07A BACKHOE LOADER CFG1	563-5593
STICK, EXTENDABLE, 14FT	543-4284
PT, 4WD/2WS, POWERSHIFT	544-1068
ENGINE, 82KW, C3.6 DITA, T4F	542-7780
HYD, MP, 6FCN/8BNK, EH, QC	542-7775
LOADER, ST, PL, QUICK COUPLER	529-5931
CAB, DELUXE	544-0883
WORKLIGHTS (8) HALOGEN LAMPS	491-6734
SEAT, DELUXE FABRIC	558-9623
BELT, SEAT, 2" SUSPENSION	206-1747
AIR CONDITIONER, T4F	542-7810
PRODUCT LINK, CELLULAR, PLE643	560-6797
TIRES, 12.5 80/19.5L-24, GY	379-2161
DISPLAY, TOUCH SCREEN	545-5048
COUNTERWEIGHT, 530 LBS	337-9695
STABILIZER PADS, FLIP-OVER	9R-6007
BUCKET-GP, 1.5 YD3, IT	251-1794
INSTRUCTIONS, ANSI	559-0872
SERIALIZED TECHNICAL MEDIA KIT	421-8926
RADIO, FM BLUETOOTH	540-2298
USB POWER PORT	553-5854
FAN	387-6682
DISPLAY, SECURITY, ENABLED	573-0397
BATTERY, HEAVY DUTY	516-5913
PLATE GROUP - BOOM WEAR	423-7607
GUARD, STABILIZER	353-1389

DESCRIPTION	REF.#
CARRIAGE, PALLET, 61", IT	6W-8832
FORK TINE, 2" X 5" X 54"	195-6939
CUTTING EDGE, TWO PIECE,WIDE	9R-5320
SHIPPING/STORAGE PROTECTION	461-6839
RUST PREVENTATIVE APPLICATOR	462-1033
COUPLER, PIN LOCK, BL F	544-1901
PACK, DOMESTIC TRUCK	0P-0210
AUTO-UP STABILIZERS	567-5090
LANE 3 ORDER	0P-9003
LINES, COMBINED AUX, E-STICK	548-1231
24" QC DIRT BUCKET	

**STOCK NUMBER: HLK045791**

**SOURCEWELL COOPERATIVE CONTRACT #032119-CAT SALES PRICING:**

SALE PRICE	\$122,135.66
EXT WARRANTY	Included
<b>TOTAL PRICE</b>	<b>\$122,135.66</b>
<hr/>	
<b>SUB TOTAL</b>	<b>\$122,135.66</b>
<b>TOTAL PURCHASE PRICE</b>	<b>\$122,135.66</b>

**WARRANTY**

Standard Warranty: 12 Month/Unlimited Hours Total Machine

Extended Warranty: **7YR / 4000 HOUR PREMIER WARRANTY**

**NOTES**

**TRAVEL TIME AND MILEAGE IS INCLUDED FOR 3YR / 2000 HOURS FOR WARRANTABLE FAILURES**

**\*\*IF MACHINE DELIVERS PAST 1/1/2022 THERE WILL NEED TO BE A PRICE ESCALATOR OF \$6500.00 ADDED TO THE SALES PRICING.**



## STANDARD EQUIPMENT

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### BOOMS, STICKS, AND LINKAGES

#### BACKHOE

- 14'4" Center pivot backhoe  
4.3 Meters
- Boom and swing transport locks
- Pilot operated backhoe and electro hydraulic stabilizer controls
- Street type stabilizer shoes
- Anti-drift hydraulics (boom, stick, and E-stick)
- Cat Cushion Swing(tm) system

### POWERTRAIN

- Water separator
- Thermal starting aid system
- Dry type axial seal air cleaner with integral precleaner
- Automatic dust ejection system
- Filter condition indicator
- Hydraulically boosted multi-plate wet disk brake with dual pedals & interlock
- Differential lock

### HYDRAULICS

- Pilot hoe and mechanical loader controls
- Load sensing, variable flow system with 43 gpm (162 L/min) axial piston pump
- 6 micron hydraulic filter

### ELECTRICAL

- 12 volt electrical start
- Horn, front and rear
- Backup alarm
- Hazard flashers/turn signals
- Halogen head lights (2)
- Halogen rear flood lights (2)
- Stop and tail lights

### OPERATOR ENVIRONMENT

- Interior rearview mirror
- ROPS canopy, Rear Fenders
- 2-inch (50mm) retractable seat belt

#### LOADER

- Single Tilt Loader
- Lift cylinder brace
- Self-leveling loader with single lever control
- Return-to-dig  
(automatic bucket positioner)
- Transmission neutralizer switch
- Bucket level indicator

- Torque converter
- Transmission-four speed manual shift
- Neutral safety switch
- Spin-on filters for  
Fuel  
Engine oil  
Transmission oil
- Outboard Planetary Rear Axles
- Diesel particulate filter
- Hydrostatic power steering

- Caterpillar XT-3 hose
- Hydraulic oil cooler
- Pilot control shutoff switch
- Flow-sharing hydraulic valves
- Hydraulic suction strainer

- Audible system fault alarm
- Key start/stop system
- 850 CCA maintenance free battery
- Battery disconnect switch
- External Power Receptacle (12v)
- Diagnostic ports for engine and machine Electronic Control Modules

- Automatic Engine Speed Control
- One Touch Low Idle
- Floor mat and Coat Strap

- Tilt steering column
- Steering knob
- Hand and foot throttle

- Lockable storage area
- Air suspension seat

## **FLUIDS**

- Antifreeze - Extended Life Coolant

-20F (-30C)

## **OTHER STANDARD EQUIPMENT**

- Standard Storage Box
- Transport tie-down points
- Ground line fill fuel tank with 42.3 gal (160L) capacity & 5 gal (19L) diesel exhaust fluid
- Rubber impact strips on radiator

- guard
- CD-ROM Parts Manual
- Safety Manual
- Operations and Maintenance Manual
- Lockable hood
- Tire Valve Stem Protection



DATE: July 29, 2021  
QUOTE #:280212-01

**CITY OF KILLEEN FLEET SERVICES**  
FRANK TYDLACKA

**Bryan Taylor**  
254.709.7572

PO BOX 1329  
KILLEEN, TEXAS 76540-1329

**One (1) New Caterpillar Inc Model: 938M Wheel Loaders with all standard equipment in addition to the additional specifications listed below:**

DATE: July 29, 2021QUOTE #:Quote 280212-01

#### MACHINE SPECIFICATIONS

DESCRIPTION	REF.#
938M SWL WASTE CFG2	579-7669
LANE 2 - AVAILABLE FROM CLAYTON FACTORY	
LANE 3 - AVAILABLE FROM CLAYTON FACTORY	
Serial Number Prefix P5K	
938M Waste Handler: Includes Waste Handler branding and	
limits selections to drive performance and comfort enhancing features,	
an expectation of the Cat Waste Handler range.	
INCLUDES:	
541-2673 938M WHEEL LOADER	541-2673
387-4096 FILM GP, WASTE HANDLER	387-4096
REQUIRES:	
349-8164 GUARD, DRIVESHAFT	349-8164
349-8163 GUARD, CRANKCASE	349-8163
349-8165 GUARD, POWERTRAIN, LOWER	349-8165
425-1425 GUARD, POWERTRAIN, SIDE	425-1425
391-1990 GUARD, HITCH	391-1990
536-5340 ENVIRONMENT, MEDIUM DEBRIS or	536-5340
536-5350 ENVIRONMENT, HIGH DEBRIS	536-5350
LANE 3 ORDER	0P-9003
PREP PACK, UNITED STATES	430-2943
STEERING, STANDARD	333-6858
DIFFERENTIAL, OPEN REAR	349-8014
ENVIRONMENT, STANDARD	536-5320
WEATHER, STANDARD	454-0612
ENGINE	527-0422

DESCRIPTION	REF.#
HYDRAULICS, STANDARD	536-5284
LINES, AUX 3RD, NONE	536-5329
JUMPER LINES, NONE	536-5339
LIGHTS, AUX, LED, PREMIUM	559-0844
LIGHTS, ROADING, HALOGEN, RH	541-3066
CAB, DELUXE	549-0451
SEAT, DELUXE	563-5967
RADIO, BLUETOOTH, AUX, MIC	372-1868
PRODUCT LINK, CELLULAR PL641	565-0908
TIRES, 20.5R25 TI MXL * L3	376-0830
FENDERS, DEFLECTORS	419-8851
COUNTERWEIGHT, STANDARD	470-6570
TOOLBOX AUX, NONE	519-8081
KIT,SERIALIZED TECHNICAL MEDIA	0P-2491
DETECTION, OBJECT (RADAR)	377-5660
WARNING, BEACON, LED STROBE	333-1425
GUARD, WINDSHIELD	342-0250
GUARD, TILT CYLINDER, STD LIFT	433-9751
BUCKET-LM, 6.5 YD3, PO, BOCE	360-3334
SHIPPING/STORAGE PROTECTION	0P-2266
CERTIFICATE OF ORIGIN, ENGLISH	0G-6022
PACK, DOMESTIC TRUCK	0P-0210

#### SOURCEWELL COOPERATIVE SALES PRICING CONTRACT #032119-CAT:

SALE PRICE	\$218,982.48
EXT WARRANTY	Included
<b>TOTAL PRICE</b>	<b>\$218,982.48</b>
<hr/>	
<b>SUB TOTAL</b>	<b>\$218,982.48</b>
<b>TOTAL PURCHASE PRICE</b>	<b>\$218,982.48</b>

#### WARRANTY

Standard Warranty: 12 Month/Unlimited Hours Total Machine  
Extended Warranty: 3YR / 6000 HOUR PREMIER WARRANTY

#### NOTES

TRAVEL TIME AND MILEAGE IS INCLUDED FOR 3YR / 6000 HOURS FOR WARRANTABLE FAILURES.

## STANDARD EQUIPMENT

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### POWERTRAIN

Axle seal guards  
Auto Idle shut down feature  
Cat C7.1ACERT engine  
-Power Modes (Standard and Performance)  
-Power by Range (High Power in Range 4)  
-Tier 4 Final/Stage IV compliant  
-Turbocharged and aftercooled  
-Filtered crankcase breather  
-Diesel particulate filter  
-Selective Catalyst Reduction  
Coolant protection to -34C (-29F)  
Differential lock in front axle  
Dry type air cleaner  
Enclosed wet disc full hydraulic brakes  
Fuel priming pump, automatic  
Fuel water separator

Hydraulically driven demand cooling fan  
Hydrostatic transmission with electronic control  
-Operator Modes (Default, TC, Hystat and Ice)  
-Directional Shift Aggressiveness (Fast, Medium, Slow)  
-Rimpull control, adjust wheel torque  
-Creeper control, adjust ground speed  
Lubed for life driveshafts  
Parking brake, electric  
Single plane cooling package wide 6 fins per inch density  
S-O-S port,engine,coolant,transmission oil

### HYDRAULICS

Automatic lift and bucket kickouts, adjustable in-cab  
Bucket and Fork Modes, adjustable in-cab  
Cylinder damping at kickout and mechanical end stops  
Fine Mode control (Fast, Medium, Slow) in Fork Mode

Hydraulic Response setting (Fast, Medium, Slow)  
Hydraulic diagnostic connectors and S-O-S ports  
Hydraulic sight gauge, visible  
Load sensing hydraulics and steering  
Seat mounted hydraulic joystick controls

### ELECTRICAL

Alternator, 115-amp, heavy duty  
12V power supply in cab (2)  
Batteries, 1,000 CCA (2) 24 volt system, disconnect switch  
Back up alarm  
Emergency shutdown switch  
Halogen work lights front and rear, LED

rear stop and turn lights  
Heavy duty gear reduction starter  
Product Link PRO w/3 year subscription  
Remote jump start post  
Resettable main and critical function breakers  
Roading lights front and rear

### OPERATOR ENVIRONMENT

75 mm (3 in) retractable seatbelt  
Automatic temperature control  
Cab, enclosed ROPS/FOPS pressurized and sound suppressed  
Cup holders  
External heated mirrors with lower parabolic  
Ground level cab door release  
Gauges  
-Digital hour meter, odometer and

Interior cab lighting, door and dome  
Interior rearview mirrors (2)  
Lunch box storage  
Operator warning system indicators  
Radio ready speakers  
Rear window defrost, electric  
Seat mounted electronic implement controls, adjustable  
Sliding glass on the side windows  
Column mounted multi function control

tachometer  
-Digital ground speedometer and  
direction indicator  
-Engine coolant temperature gauge  
-Fuel and Diesel Exhaust Fluid level  
indicator  
-Hydraulic oil temperature gauge  
Hydraulic control lockout

#### **OTHER STANDARD EQUIPMENT**

Large-access enclosure doors with  
adjustable close/open force  
Parallel lift loader linkage  
Recovery hitch with pin

-lights, wipers, turn signal  
Suspension seat, fabric  
Tilt and telescope steering wheel  
Tinted front glass  
Wet arm wiper/washer, 2-speed and  
intermittent, front  
Wet arm wiper washer, rear

Remote mounted lubrication points  
Vandalism protection-  
lockable compartments



## PRODUCT PRICING SUMMARY

**TIPS USA 200206 TRANSPORTATION VEHICLES**  
**VENDOR- Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656**

**End User:** KILLEEN PD (TX999839)

**Prepared by:** SETH GAMBLIN

**Contact:** \_\_\_\_\_

**Phone:** 512.436.1313

**Email:** \_\_\_\_\_

**Email:** [SGAMBLIN.SILSBEEFLEET@GMAIL.COM](mailto:SGAMBLIN.SILSBEEFLEET@GMAIL.COM)

**Product Description:** FORD POLICE INTERCEPTOR UTILITY

**Date:** October 4, 2021

**A. Bid Item:** \_\_\_\_\_

**A. Base Price:** \$ 36,568.00

**B. Factory Options**

Code	Description	Bid Price	Code	Description	Bid Price
K8A	2021 FORD PIU	\$ -	76R	REVERSE SENSING SYSYEM	\$ 275.00
99C	3.0L V6 ECOBOOST	\$ 790.00	43D	DARK CAR	\$ 25.00
86T	TAIL LAMP/POLICE HOUSING	\$ 60.00		CRUISE	INC
17A	AUX AIR	\$ 610.00		BACK UP CAMERA	INC
55F	KEY FOB	\$ 340.00		BLUETOOTH	INC
60A	GRILLE LIGHTS, SIREN, SPEAKER WIRING	\$ 50.00		FULL/ VINYL RUBBER FLOORS	INC
61B	OBD-II SPLITTER	\$ 55.00	19V	REAR CAMERA ON DEMAND	\$ 230.00
51T	DRIVER SIDE SPOT LED (WHELEN)	\$ 420.00			

**Total of B. Published Options:** \$ 2,855.00

**Published Option Discount (5%):** \$ (142.75)

**C. Unpublished Options [not to exceed 25%]**

\$= 88.7 %

Description	Bid Price	Options	Bid Price
DANA INSTALL 403215-G	\$ 34,959.36	EXTERIOR- WHITE	
		INTERIOR- 96 CLOTH FRON VINYL REAR	
		ETA OF PIU 60-90 DAYS ** UNITS ON ORDER	

**Total of C. Unpublished Options:** \$ 34,959.36

**D. Floor Plan Interest (for in-stock and/or equipped vehicles):**

\$ -

**E. Lot Insurance (for in-stock and/or equipped vehicles):**

\$ 350.00

**F. Contract Price Adjustment:** KILLEEN DISCOUNT

\$ (500.00)

**G. Additional Delivery Charge:** 99

\$ 173.25

**H. Subtotal:**

\$ 74,262.86

**I. Quantity Ordered** 19 **x H =**

\$ 1,410,994.34

**J. Trade in:** \_\_\_\_\_

\$ -

**K.**

**L. Total Purchase Price**

**\$ 1,410,994.34**



## PRODUCT PRICING SUMMARY

**TIPS USA 200206 TRANSPORTATION VEHICLES**  
**VENDOR- Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656**

**End User:** KILLEEN PD (TX999839) WITH NOPTIC

**Prepared by:** SETH GAMBLIN

**Contact:** \_\_\_\_\_

**Phone:** 512.436.1313

**Email:** \_\_\_\_\_

**Email:** [SGAMBLIN.SILSBEEFLEET@GMAIL.COM](mailto:SGAMBLIN.SILSBEEFLEET@GMAIL.COM)

**Product Description:** FORD POLICE INTERCEPTOR UTILITY

**Date:** September 2, 2021

**A. Bid Item:** \_\_\_\_\_

**A. Base Price:** \$ **36,568.00**

**B. Factory Options**

Code	Description	Bid Price	Code	Description	Bid Price
K8A	2021 FORD PIU	\$ -	76R	REVERSE SENSING SYSYEM	\$ 275.00
99C	3.0L V6 ECOBOOST	\$ 790.00	43D	DARK CAR	\$ 25.00
86T	TAIL LAMP/POLICE HOUSING	\$ 60.00		CRUISE	INC
17A	AUX AIR	\$ 610.00		BACK UP CAMERA	INC
55F	KEY FOB	\$ 340.00		BLUETOOTH	INC
60A	GRILLE LIGHTS, SIREN, SPEAKER WIRING	\$ 50.00		FULL/ VINYL RUBBER FLOORS	INC
61B	OBD-II SPLITTER	\$ 55.00	19V	RAER CAMERA ON DEMAND	\$ 230.00
51T	DRIVER SIDE SPOT LED (WHELEN)	\$ 420.00			

**Total of B. Published Options:** \$ **2,855.00**

**Published Option Discount (5%):** \$ **(142.75)**

**C. Unpublished Options [not to exceed 25%]**

**\$= 95.6 %**

Description	Bid Price	Options	Bid Price
DANA INSTALL 404505-C	\$ 37,697.14	EXTERIOR- WHITE	
		INTERIOR- 96 CLOTH FRON VINYL REAR	
		ETA OF PIU 60-90 DAYS ** UNITS ON ORDER	

**Total of C. Unpublished Options:** \$ **37,697.14**

**D. Floor Plan Interest (for in-stock and/or equipped vehicles):**

\$ **-**

**E. Lot Insurance (for in-stock and/or equipped vehicles):**

\$ **350.00**

**F. Contract Price Adjustment:** KILLEEN DISCOUNT

\$ **(500.00)**

**G. Additional Delivery Charge:** 99

\$ **173.25**

**H. Subtotal:**

\$ **77,000.64**

**I. Quantity Ordered** 5 **x H =**

\$ **385,003.20**

**J. Trade in:** \_\_\_\_\_

\$ **-**

**K.**

**L. Total Purchase Price**

**\$ 385,003.20**



**CONTRACT PRICING WORKSHEET**  
**For MOTOR VEHICLES Only****Contract  
No.:****AM10-20****Date  
Prepared:**

9/24/2021

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

<b>Buying Agency:</b>	Killeen Fire Department	<b>Contractor:</b>	Sterling McCall Ford	2487	HGAC
<b>Contact Person:</b>	Keith Foxx	<b>Prepared By:</b>	Pablo Cantu		
<b>Phone:</b>		<b>Phone:</b>	(281) 588-5007		
<b>Fax:</b>		<b>Fax:</b>	(281) 588-5150		
<b>Email:</b>	kfoxx@killeentexas.gov	<b>Email:</b>	pcantu@sterlingmccallford.com		

<b>Product Code:</b>	<b>AM20HD14</b>	<b>Description:</b>	Type I 14' on Ford F-550 Diesel 4X2 Reg Cab		
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**A. Product Item Base Unit Price Per Contractor's H-GAC Contract:** **\$195,000.00**

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

Description		Cost	Description		Cost
1011	General // All products listed in the current Stryker / Phy	\$53,000.00	1166	Module // Headknocker // Rear Wall Headknock	1,000.00
1086	Chassis // Suspension // LiquidSpring on Rear Axle	\$12,000.00	1114	Module // Captain's Chair // Captain's Chair with	750.00
1192	Module // PowerSource // Onan	\$10,000.00	1195	Module // Refrigerator // Engle 15 gt. Refridgera	1,000.00
1197	Module // Safe // Medvault w/ Wifi	\$3,000.00			
1066	Chassis // Heat Shielding // Heat Shielding	\$1,750.00			
1076	Chassis // Paint // Paint Two Tone	\$6,000.00			
1078	Chassis // Running Boards // ArcRite Running Board w/	\$1,250.00			
1031	Chassis // Air Horn System // Dual 10" & 12" Air Horns	\$1,250.00			
1032	Chassis // Air Horn System // Fast RecoveryCompressor	\$1,500.00			
1184	Module // Paint // Non White 14'	\$2,750.00			
1144	Module // Exterior // Striping and lettering // Pricing //	\$3,500.00	<b>Subtotal From Additional Sheet(s):</b>		\$0.00
1013	General // All products listed in the current Whelen Auto	\$3,352.86	<b>Subtotal B:</b>		\$102,102.86

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

Description		Cost	Description		Cost
Sentinel Disinfection System		\$4,000.00			
			<b>Subtotal From Additional Sheet(s):</b>		\$0.00
			<b>Subtotal C:</b>		\$4,000.00

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

1%

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

<b>Quantity Ordered:</b>	1	<b>X Subtotal of A + B + C:</b>	\$301,102.86	=	<b>Subtotal D:</b>	\$301,102.86
<b>E. H-GAC Order Processing Charge (Amount Per Current Policy)</b>					<b>Subtotal E:</b>	\$1,000.00

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

Description		Cost	Description		Cost
			<b>Subtotal F:</b>		\$0.00

**Delivery Date:****G. Total Purchase Price (D+E+F):**

\$302,102.86

<b>HGACBuy</b>		<b>CONTRACT PRICING WORKSHEET</b> For MOTOR VEHICLES Only		Contract No.:	AM10-20	Date Prepared:		
This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.								
Buying Agency: Killen Fire Department		Contractor: Sterling McCall Ford		2488	HGAC			
Contact Person: Keith Foxx		Prepared By: Pablo Cantu						
Phone:		Phone: (281) 588-5007						
Fax:		Fax: (281) 588-5150						
Email: kfoxx@killeentexas.gov		Email: pcantu@sterlingmccallford.com						
Product Code:	AM20HE14	Description:	Remount of 14' Module on Ford F-550 Diesel 4X2 Reg Cab					
<b>A. Product Item Base Unit Price Per Contractor's H-GAC Contract:</b>							\$90,000.00	
<b>B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable. (Note: Published Options are options which were submitted and priced in Contractor's bid.)</b>								
Description		Cost	Description		Cost			
1011	General // All products listed in the current Stryker / Ph	\$53,000.00	1140	Module // Electric Locks // Entry doors & Comp	4,000.00			
1086	Chassis // Suspension // LiquidSpring on Rear Axle	\$12,000.00	1040	Chassis // Camera // Voyage Quad View Mirror v	1,750.00			
1264	Remount Module // Power Source // Furnish & install G	\$8,000.00	1237	Remount Module // Interior Lights // Furnish &	3,750.00			
1076	Chassis // Paint // Paint Two Tone	\$6,000.00	1235	Remount Module // Front I/O // Front I/O with L	1,750.00			
1066	Chassis // Heat Shielding // Heat Shielding	\$1,750.00	1197	Module // Safe // Medvault w/ Wifi	3,000.00			
1078	Chassis // Running Boards // ArcRite Running Board w	\$1,250.00	1215	Remount Module // Action Wall // Furnish & ins	1,250.00			
1031	Chassis // Air Horn System // Dual 10" & 12" Air Horns	\$1,250.00	1233	Remount Module // Floor // Furnish & install su	3,500.00			
1032	Chassis // Air Horn System // Fast RecoveryCompressor	\$1,500.00	1221	Remount Module // Captains Chair // Furnish &	1,500.00			
1254	Remount Module // Paint // Two Tone 14'	\$21,500.00	1128	Module // Conspicuity // Conspicuity on the Rea	1,750.00			
1144	Module // Exterior // Striping and lettering // Pricing //	\$3,500.00	1204	Module // Shorepower // Single 30 Kussmaul	500.00			
1013	General // All products listed in the current Whelen Aut	\$5,795.00	Subtotal From Additional Sheet(s):			\$8,350.00		
1212	Remount Module // A/C // Furnish & install Dometic se	\$7,500.00	Subtotal B:			\$154,145.00		
<b>C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary. (Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)</b>								
Description		Cost	Description		Cost			
Sentinel Disinfection Sytem		\$4,000.00						
Frazer Cushions		\$1,000.00	Subtotal From Additional Sheet(s):		\$0.00			
			Subtotal C:		\$5,000.00			
				For this transaction the percentage is:		2%		
<b>D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)</b>								
Quantity Ordered:	1	X Subtotal of A + B + C:		\$249,145.00	=	Subtotal D:	\$249,145.00	
<b>E. H-GAC Order Processing Charge (Amount Per Current Policy)</b>							Subtotal E:	\$600.00
<b>F. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges</b>								
Description		Cost	Description		Cost			
			Subtotal F:		\$0.00			
Delivery Date:				<b>G. Total Purchase Price (D+E+F):</b>		\$249,745.00		

<b>CONTRACT PRICING WORKSHEET</b> For MOTOR VEHICLES Only		Contract No.:	AM10-18	Date Prepared:				
This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.								
Buying Agency: Killen Fire Department		Contractor: Sterling McCall Ford		2488	HGAC			
Contact Person: Keith Foxx		Prepared By: Pablo Cantu						
Phone:		Phone: (281) 588-5007						
Fax:		Fax: (281) 588-5150						
Email: kfoxx@killeentexas.gov		Email: pcantu@sterlingmccallford.com						
Product Code:		Description:						
<b>A. Product Item Base Unit Price Per Contractor's H-GAC Contract:</b>								
<b>B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable. (Note: Published Options are options which were submitted and priced in Contractor's bid.)</b>								
Description		Cost	Description		Cost			
1259	Remount Module // Power // Furnish & install Lambda	\$1,750.00						
1211	Remount Module // A/C // A/C Compartment Retrofit	\$2,000.00						
1268	Remount Module // Treadbrite // Furnish & install tread	\$1,000.00						
1216	Remount Module // Bumper // Furnish and install entire	\$750.00						
1082	Chassis // Security // Anti-theft System	\$750.00						
1046	Chassis // Console // Gamber Johnson Cup Holder in Fr	\$200.00						
1195	Module // Refrigerator // Engle 15 gt. Refrigerator	\$1,000.00						
1246	Remount Module // O2 Outlet // Replace O2 Outlet	\$400.00						
1243	Remount Module // Laydown O2 // Furnish & install po	\$500.00						
			Subtotal From Additional Sheet(s):					
			Subtotal B:		\$8,350.00			
<b>C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary. (Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)</b>								
Description		Cost	Description		Cost			
			Subtotal From Additional Sheet(s):					
			Subtotal C:		\$0.00			
Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).			For this transaction the percentage is:		0%			
<b>D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)</b>								
Quantity Ordered:		X Subtotal of A + B + C:		\$8,350.00	=	Subtotal D:	\$0.00	
<b>E. H-GAC Order Processing Charge (Amount Per Current Policy)</b>							Subtotal E:	
<b>F. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges</b>								
Description		Cost	Description		Cost			
			Subtotal F:		\$0.00			
Delivery Date:				<b>G. Total Purchase Price (D+E+F):</b>		\$0.00		



### Contract Verification

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

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

Affected by the above statutes are contracts 1) with a company with ten (10) or more full-time employees, and 2) valued at \$100,000 or more to be paid wholly or partly from public funds. A contract with a sole proprietorship is not included.

By signing below, I verify that the company listed below does not boycott Israel, does not boycott energy companies and does not discriminate against firearms entities or firearm trade associations and will not do so during the term of the contract entered into with the City of Killeen. I further certify that I am authorized by the company listed below to make this verification.

  
Signature

BILLY HUGHES  
Printed Name

9/23/2021  
Date

CALDWELL COUNTRY  
Company Name

FLEET SALES MANAGER  
Title



### Contract Verification

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John C. Chastang  
Signature

JOHN C. CHASTANG  
Printed Name

9/22/21  
Date

CHASTANG AUTOCAR  
Company Name

SALESMAN  
Title



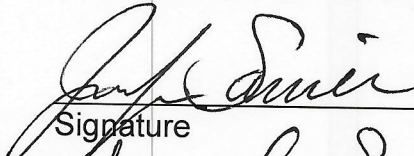
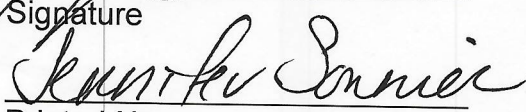
### Contract Verification

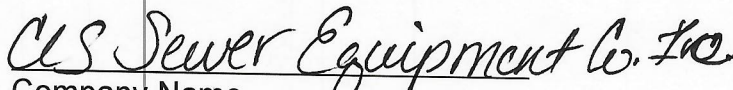
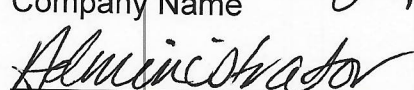
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Signature  
  
Printed Name  
9-21-21  
Date

  
Company Name  
  
Title





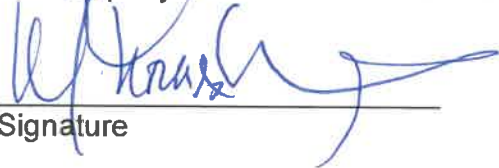
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Signature

N. Thomas Kelly  
Printed Name

9/21/21  
Date

Crafco, Inc.  
Company Name

Vice President Sales & Marketing  
Title



## Contract Verification

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

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By signing below, I verify that the company listed below does not boycott Israel, does not boycott energy companies and does not discriminate against firearms entities or firearm trade associations and will not do so during the term of the contract entered into with the City of Killeen. I further certify that I am authorized by the company listed below to make this verification.

Andrew Roman

Signature

Andrew Roman

Printed Name

9/21/2021

Date

Deere & Company

Company Name

Contract Administrator

Title



## Contract Verification

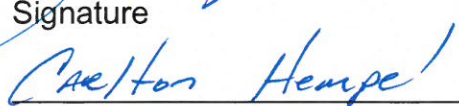
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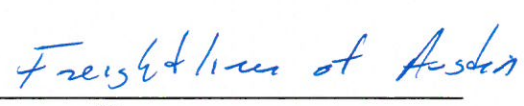
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Signature

  
Printed Name

  
Date

  
Company Name

  
Title





## Contract Verification

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Digitally signed by Angela M. Graf  
DN: cn=Angela M. Graf, o=Holt Texas, LTD., ou=Contracts,  
email=angela.graf@holtcat.com, c=US  
Date: 2021.09.24 15:10:06 -05'00'

Signature

Angela Graf  
Printed Name

09/24/2021  
Date

Holt Texas LTD.  
Company Name

Contract Supervisor  
Title



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SETH GAMBLIN  
Signature

SETH GAMBLIN  
Printed Name

09/22/21  
Date

SILSBEE FORD  
Company Name

FLEET SALES  
Title




## Contract Verification

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Signature

PABLO CAVIN JR.  
Printed Name

9-23-2021  
Date

STERLING MCCALL FORD  
Company Name

Inventory Control Manager/Admin  
Title

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

## OFFICE USE ONLY CERTIFICATION OF FILING

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

CALDWELL COUNTRY CHEVROLET  
CALDWELL, TX United States

Certificate Number:  
2021-805435

Date Filed:  
09/23/2021

Date Acknowledged:

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

City of Killeen

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

BUYBOARD 601-19  
2022 CHEVROLET TAHOE PURCHASE FOR FIRE DEPARTMENT

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Slater, RYAN	Caldwell, TX United States	X	
	HESTER, ZACH	Caldwell, TX United States	X	
	KNAPP, AVERYT	Caldwell, TX United States	X	

5 Check only if there is NO Interested Party.

☐

### 6 UNSWORN DECLARATION

My name is Kristen Zapata, and my date of birth is 07/09/1983.

My address is PO BOX 27 Caldwell TX 77836 USA  
(street) (city) (state) (zip code) (country)

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

Executed in Burleson County, State of TEXAS, on the 23 day of Sept., 2021.  
(month) (year)

Kristen Zapata  
Signature of authorized agent of contracting business entity  
(Declarant)

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

## OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:  
2021-805040

Date Filed:  
09/22/2021

Date Acknowledged:

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

Chastang Autocar  
Houston, TX United States

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

City of Killeen

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

601-19  
Refuse trucks

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

5 Check only if there is NO Interested Party.



### 6 UNSWORN DECLARATION

My name is JOHN C. CHASTANG, and my date of birth is \_\_\_\_\_.

My address is 19506 SANCTUARY PLACE DR. SPRING TX 77388 USA  
(street) (city) (state) (zip code) (country)

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

Executed in HARRIS County, State of TEXAS, on the 22 day of SEPT. 2021.  
(month) (year)

John C. Chastang  
Signature of authorized agent of contracting business entity  
(Declarant)

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

## OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:  
2021-804465

Date Filed:  
09/21/2021

Date Acknowledged:

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

CLS Sewer Equipment Co. Inc  
Richardson, TX United States

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

City of Killeen

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

Cooperative Contract 597-19  
Standard Builder, Power Pack, Diesel with Hydraulics, 350 Gallon Spoils Tank Assembly, ERV-750 Automated Valve Operator, Exercisor and Rehabilitator

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	CLS Sewer Equipment Co. Inc	Richardson, TX United States	X	

5 Check only if there is NO Interested Party. ☐

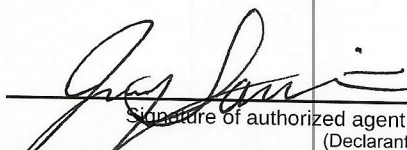
### 6 UNSWORN DECLARATION

My name is Jerry Sonnier and my date of birth is 4-27-71

My address is 7613 Thistle down McKinney TX 75071 USA  
(street) (city) (state) (zip code) (country)

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

Executed in \_\_\_\_\_ County, State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(month) (year)



Signature of authorized agent of contracting business entity  
(Declarant)



# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

## OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:  
2021-804683

Date Filed:  
09/21/2021

Date Acknowledged:

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

Crafco, Inc.  
Chandler, AZ United States

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

City of Killeen, Texas

**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.**

597-19  
SS250 #44100BASE

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Kelly, Nelson Thomas	Chandler, AZ United States	X	
	Burns, John Baxter	Jackson, MS United States	X	
	Lampton, Robert	Jackson, MS United States	X	
	Lampton, William W.	Jackson, MS United States	X	
	Ergon, Inc.	Jackson, MS United States	X	

**5 Check only if there is NO Interested Party.**

☐


## 6 UNSWORN DECLARATION

My name is N. Thomas Kelly, and my date of birth is 6/6/1958.

My address is 6165 West Detroit Street, Chandler, AZ, 85226, USA  
(street) (city) (state) (zip code) (country)

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

Executed in Maricopa County, State of Arizona, on the 21st day of September, 20 21.  
(month) (year)

  
Signature of authorized agent of contracting business entity  
(Declarant)

# CERTIFICATE OF INTERESTED PARTIES

**FORM 1295**

1 of 1

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

**OFFICE USE ONLY  
CERTIFICATION OF FILING****1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Deere & Company  
Cary, NC United States

**Certificate Number:**  
2021-804612

**Date Filed:**  
09/21/2021

**Date Acknowledged:**

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

City of Killeen Airport

**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.**

Sourcewell 110719-JDC  
Purchase of John Deere Equipment from Sourcewell Ag Equipment Contract 110719-JDC

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

**5 Check only if there is NO Interested Party.****6 UNSWORN DECLARATION**

My name is Tamara Hebert, and my date of birth is 10-2-1973.

My address is 2000 John Deere Run, Cary, NC, 27513, U.S..  
(street) (city) (state) (zip code) (country)

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

Executed in Wake County, State of North Carolina, on the 21st day of Sept., 20 21.  
(month) (year)



Signature of authorized agent of contracting business entity  
(Declarant)



# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

## OFFICE USE ONLY CERTIFICATION OF FILING

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

Freightliner of Austin  
Austin, TX United States

Certificate Number:  
2021-805086

Date Filed:  
09/22/2021

Date Acknowledged:

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

City of Killeen

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

TIPS200206  
Brush Truck Purchase

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Hempel, Carlton	Austin, TX United States	X	

5 Check only if there is NO Interested Party. ☐

### 6 UNSWORN DECLARATION

My name is Carlton Hempel, and my date of birth is 12-5-67.

My address is 1701 Smith Rd, Austin, TX, 78721, USA.  
(street) (city) (state) (zip code) (country)

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

Executed in Travis County, State of Texas, on the 22 day of Sept, 2021.  
(month) (year)

[Signature]  
Signature of authorized agent of contracting business entity  
(Declarant)

# CERTIFICATE OF INTERESTED PARTIES

**FORM 1295**

1 of 1

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

**OFFICE USE ONLY  
CERTIFICATION OF FILING****1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Holt Texas, LTD.  
San Antonio, TX United States

**Certificate Number:**  
2021-805992

**Date Filed:**  
09/24/2021

**Date Acknowledged:**

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

Killeen, City of

**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.**

Sourcewell 032119-Cat  
Cat 420EX backhoes and 938 WHA

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	TAYLOR, Bryan	Waco, TX United States		X
	HOLT RICHTER, Corinna	San Antonio, TX United States	X	
	HOLT, Peter J.	San Antonio, TX United States	X	

**5 Check only if there is NO Interested Party.**

☐**6 UNSWORN DECLARATION**

My name is Angela Graf, and my date of birth is 10/06/1948.

My address is 5665 SE Loop 410, San Antonio, TX, 78222, USA.  
(street) (city) (state) (zip code) (country)

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

Executed in Bexar County, State of Texas, on the 24th day of Sept., 2021.  
(month) (year)

Digitally signed by Angela M. Graf  
DN: cn=Angela M. Graf, o=Holt Texas, LTD., ou=Contracts, email=angela.graf@holtcat.com, c=US  
Date: 2021.09.24 15:20:23 -05'00'

Signature of authorized agent of contracting business entity  
(Declarant)

# CERTIFICATE OF INTERESTED PARTIES

**FORM 1295**

1 of 1

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

**OFFICE USE ONLY  
CERTIFICATION OF FILING****1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

SILSBEE FORD  
SILSBEE, TX United States

**Certificate Number:**  
2021-805103

**Date Filed:**  
09/22/2021

**Date Acknowledged:**

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

City of Killeen

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

200206  
FLEET VEHICLES

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	DONALSON, DREW	SILSBEE, TX United States	X	

**5 Check only if there is NO Interested Party.**☐**6 UNSWORN DECLARATION**

My name is SETH GAMBLIN, and my date of birth is 12/24/1985.

My address is 1211 US HIGHWAY 96 N., SILSBEE, TX, 77656, USA.  
(street) (city) (state) (zip code) (country)

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

Executed in HARDIN County, State of TEXAS, on the 22 day of SEPTEMBER, 2021.  
(month) (year)



Signature of authorized agent of contracting business entity  
(Declarant)

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

## OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:  
2021-805471

Date Filed:  
09/23/2021

Date Acknowledged:

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

STERLING MCCALL FORD  
HOUSTON, TX United States

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

CITY OF KILLEEN

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

AM10-20  
AMBULANCE

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

5 Check only if there is NO Interested Party.



### 6 UNSWORN DECLARATION

My name is Pablo Carru Jr., and my date of birth is 10-9-1970.

My address is 6445 Southwest Frwy, Houston, TX, 77074, USA.  
(street) (city) (state) (zip code) (country)

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

Executed in Harris County, State of TEXAS, on the 23 day of SEPT, 2021.  
(month) (year)

Signature of authorized agent of contracting business entity  
(Declarant)



# PROCUREMENT OF FLEET VEHICLES AND EQUIPMENT

RS-21-131

October 19, 2021

# Background

2

- ❑ Fleet Services manages 1,012 pieces of rolling stock
  - ▣ Includes maintaining the annual fleet procurement schedule
- ❑ Procurement schedule based upon:
  - ▣ Available funding, vehicle age, maintenance costs, etc.
- ❑ Annual fleet procurement budget:
  - ▣ FY 2020 - \$5,490,100
  - ▣ FY 2021 - \$5,239,955
  - ▣ FY 2022 - \$5,980,534

# Procurement Information

3

- ❑ Total of 39 pieces of fleet are being purchased in this request at a cost of \$4,818,460
  - ▣ Public Safety – 28 pieces of fleet (\$2,466,026)
  - ▣ Public Works – 10 pieces of fleet (\$2,256,996)
  - ▣ Aviation – 1 piece of fleet (\$95,438)
- ❑ The fleet being purchased are on the approved fleet procurement schedule, plus four Police patrol units
- ❑ The fleet purchases are budgeted and in compliance with the Local Government Code, and the City's Purchasing Policy

# Alternatives

4

- ☐ Defer purchase of fleet vehicles and equipment
- ☐ Purchase fleet vehicles and equipment



# Recommendation

5

City Council approve the procurement of the fleet vehicles and equipment in the amount of \$4,818,460 and authorize the City Manager or designee to execute change orders in accordance with state and local law



# City of Killeen

## Legislation Details

<b>File #:</b>	RS-21-132	<b>Version:</b>	1	<b>Name:</b>	Police Uniforms and Accessories
<b>Type:</b>	Resolution	<b>Status:</b>		<b>Status:</b>	Resolutions
<b>File created:</b>	9/20/2021	<b>In control:</b>		<b>In control:</b>	City Council
<b>On agenda:</b>	10/26/2021	<b>Final action:</b>		<b>Final action:</b>	
<b>Title:</b>	Consider a memorandum/resolution authorizing the purchase of police uniforms and accessories from Galls, LLC through the TASB Buyboard in an amount not to exceed \$219,940.				
<b>Sponsors:</b>	Police Department				
<b>Indexes:</b>					
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">Staff Report</a> <a href="#">Certificate of Interested Parties</a> <a href="#">Presentation</a>				

Date	Ver.	Action By	Action	Result
10/19/2021	1	City Council Workshop		



## STAFF REPORT

**DATE:** October 5, 2021

**TO:** Kent Cagle, City Manager

**FROM:** Charles F. Kimble, Chief of Police

**SUBJECT:** Purchase of police uniforms and accessories in excess of \$50,000

### **BACKGROUND AND FINDINGS:**

The Killeen Police Department purchases police uniforms and accessories from Galls, LLC. Uniforms and accessories are purchased under TASB BuyBoard contract #524-17. The City of Killeen is a member of the BuyBoard purchasing cooperative.

Uniforms are an essential item that, due to the nature of police work, require regular replacement. Previous fiscal year expenditures to Galls, LLC were approximately \$160,000. Projected expenses for fiscal year 2022 are \$219,940, for uniform and clothing items as well as to outfit employees with an improved duty jacket.

### **THE ALTERNATIVES CONSIDERED:**

Delay purchases until fiscal year 23.

Authorize the purchases as proposed.

### **Which alternative is recommended? Why?**

Staff recommends authorizing the purchases of additional uniforms and accessories as proposed. Failure to do so will adversely affect the department's ability to train and properly equip officers.

### **CONFORMITY TO CITY POLICY:**

Purchases made through a cooperative contract satisfy the state competitive bidding requirements as stated in Texas Local Government Code 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 the goods or services.

### **FINANCIAL IMPACT:**

Previous fiscal year expenditures to Galls, LLC totaled approximately \$160,000. The total projected purchases from Galls, LLC for the current fiscal year could rise to approximately \$219,940. The Police Department has identified budgeted funds to cover the expense.

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

New and replacement uniforms and accessories are budgeted annually.

**Is this a one-time or recurring expenditure?**

Recurring

**Is this expenditure budgeted?**

Yes, in the General Fund Police Department account 010-6055-441.41-20 Uniform and Clothing.

**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:**

The city staff recommends that the City Manager or his designee be authorized to execute the described purchase of police uniforms and accessories from Galls, LLC through the TASB BuyBoard (contract # 587-19), in an amount not to exceed \$219,940, and any change orders as authorized by law.

**DEPARTMENTAL CLEARANCES:**

Purchasing

Finance

Legal

**ATTACHED SUPPORTING DOCUMENTS:**

Certificate of Interested Parties

# CERTIFICATE OF INTERESTED PARTIES

**FORM 1295**

1 of 1

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

**OFFICE USE ONLY  
CERTIFICATION OF FILING****1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Galls, LLC  
Lexington, KY United States

**Certificate Number:**  
2021-803013

**Date Filed:**  
09/16/2021

**Date Acknowledged:**

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

Killeen Police Deapartment

**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.**

210294  
Uniforms

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

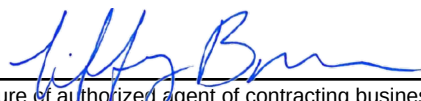
**5 Check only if there is NO Interested Party.****6 UNSWORN DECLARATION**

My name is Tiffany Brewer, and my date of birth is 04/05/1988.

My address is 1340 Russell Cave Rd., Lexington, KY, 40505, USA.  
(street) (city) (state) (zip code) (country)

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

Executed in Fayette County, State of Kentucky, on the 16th day of September, 2021.  
(month) (year)

  
\_\_\_\_\_  
Signature of authorized agent of contracting business entity  
(Declarant)



# POLICE UNIFORMS AND EQUIPMENT

RS-21-132

October 19, 2021

# Police Uniforms and Equipment

2

- ❑ The Police Department purchases police and jail uniforms and duty gear from Galls, LLC.
- ❑ Police uniforms are necessary for identification and a professional appearance.
- ❑ Due to the nature of police work, uniforms and other gear must be replaced regularly.
- ❑ Uniforms and equipment are purchased under TASB Buyboard contract.

# Funding

3

- ❑ Previous Fiscal Year expenses to Galls, LLC for uniforms and other equipment:
  - ❑ \$160,000
- ❑ Projected Expenses:
  - ❑ \$219,940
- ❑ Total projected expenses for the current fiscal year are projected to be approximately \$219,940
- ❑ The Police Department has budgeted funds available for this purchase.



# Alternatives

4

- Delay additional purchases until FY 23.
- Approve the purchases as proposed.

# Recommendation

5

- The city staff recommends that the City Manager or his designee be authorized to execute the described purchase of police uniforms and accessories from Galls, LLC through the TASB BuyBoard (contract # 587-19), in an amount not to exceed \$219,940 in city funds to one vendor for the current fiscal year, and any change orders as authorized by law.



# City of Killeen

## Legislation Details

<b>File #:</b>	RS-21-133	<b>Version:</b>	1	<b>Name:</b>	Police Duty Gear, Body Armor and Ammunition
<b>Type:</b>	Resolution	<b>Status:</b>		<b>Status:</b>	Resolutions
<b>File created:</b>	9/20/2021	<b>In control:</b>		<b>In control:</b>	City Council
<b>On agenda:</b>	10/26/2021	<b>Final action:</b>		<b>Final action:</b>	
<b>Title:</b>	Consider a memorandum/resolution authorizing the purchase of police duty gear, body armor and ammunition from GT Distributors, Inc, through purchase cooperatives TXMAS and TASB Buyboard, in an amount not to exceed \$186,400.				
<b>Sponsors:</b>	Police Department				
<b>Indexes:</b>					
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">Staff Report</a> <a href="#">Certificates of Interested Parties</a> <a href="#">Exclusive Letter</a> <a href="#">Presentation</a>				

Date	Ver.	Action By	Action	Result
10/19/2021	1	City Council Workshop		



## STAFF REPORT

**DATE:** October 5, 2021

**TO:** Kent Cagle, City Manager

**FROM:** Charles F. Kimble, Chief of Police

**SUBJECT:** Purchase of police equipment and ammunition in excess of \$50,000

### **BACKGROUND AND FINDINGS:**

The Killeen Police Department purchases police duty gear, body armor and ammunition from GT Distributors, Inc. All ammunition is purchased under TXMAS contract 680-A1. Duty gear and body armor are purchased under TASB BuyBoard contract #603-20. The City of Killeen is a member of both purchasing cooperatives.

Police firearms training is a perennial activity, as is equipping officers with new and replacement gear and soft body armor. Duty gear includes belts, pouches and various uniform accessories. The department budgets funds for these expenses annually.

Previous fiscal year expenditures were approximately \$90,000 for ammunition, and approximately \$100,000 for body armor and other duty gear. Projected expenses include approximately \$86,650 for ammunition, and approximately \$99,750 for soft body armor and duty gear. The total projected purchases from GT Distributors, Inc. for the current fiscal year will be approximately \$186,400.

In addition to being members of competitive purchasing cooperatives, GT Distributors, Inc. is the only authorized law enforcement vendor in Texas for Vista Outdoor, Inc., the parent company for Federal Premium and Speer Ammunition.

### **THE ALTERNATIVES CONSIDERED:**

Delay purchases until FY 23.

Authorize the purchase of necessary ammunition and equipment as proposed.

### **Which alternative is recommended? Why?**

Staff recommends authorizing the purchases of duty gear, body armor and ammunition. Failure to do so will adversely affect the department's ability to train and properly equip officers.

### **CONFORMITY TO CITY POLICY:**

Purchases made through a cooperative contract satisfy the state competitive bidding requirements as stated in Texas Local Government Code 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 the goods or services.

**FINANCIAL IMPACT:**

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

Projected expenses for the current year are \$86,650 for ammunition, and approximately \$99,750 for soft body armor and duty gear. The total projected purchases from GT Distributors, Inc. for the current fiscal year will be approximately \$186,400.

Training and equipping officers is a continual activity for which the department budgets annually.

**Is this a one-time or recurring expenditure?**

Recurring

**Is this expenditure budgeted?**

Yes, funds are available in the General Fund Police Department accounts 010-6055-441-41.20 - Uniform and Clothing and 010-6055-441-41.65 - Supplies.

**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 City Manager or his designee to execute the described purchase of police duty gear, body armor and ammunition from GT Distributors, Inc. through purchasing cooperatives TXMAS and TASB BuyBoard, in an amount not to exceed \$186,400.

**DEPARTMENTAL CLEARANCES:**

Purchasing  
Finance  
Legal

**ATTACHED SUPPORTING DOCUMENTS:**

Certificate of Interested Parties  
Exclusive Letter

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

## OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:  
2021-797862

Date Filed:  
09/01/2021

Date Acknowledged:

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

G T DISTRIBUTORS, INC.  
AUSTIN, TX United States

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

CITY OF KILLEEN

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

2021-08-31  
Ammunition

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

5 Check only if there is NO Interested Party.




### 6 UNSWORN DECLARATION

My name is DAVID CURTIS, and my date of birth is 03/11/1983.

My address is 2545 BROCKTON DR., STE. 100, AUSTIN, TX, 78758, USA.  
(street) (city) (state) (zip code) (country)

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

Executed in TRAVIS County, State of TEXAS, on the 31st day of AUGUST, 2021.  
(month) (year)

  
Signature of authorized agent of contracting business entity  
(Declarant)

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

## OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:  
2021-800175

Date Filed:  
09/09/2021

Date Acknowledged:

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

G T DISTRIBUTORS, INC.  
AUSTIN, TX United States

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

CITY OF KILLEEN

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

2021-09-01  
Clothing/Gear

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

5 Check only if there is NO Interested Party.




### 6 UNSWORN DECLARATION

My name is DAVID CURTIS, and my date of birth is 03/11/1983.

My address is 2545 BROCKTON DR., STE. 100, AUSTIN, TX, 78758, USA.  
(street) (city) (state) (zip code) (country)

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

Executed in TRAVIS County, State of TEXAS, on the 1st day of September, 20 21.  
(month) (year)

  
Signature of authorized agent of contracting business entity  
(Declarant)



September 20, 2021

TO: Whom It May Concern,

This letter is to serve as a notice that GT Distributors is the only authorized Law Enforcement Ammunition distributor for the State of Texas for Vista Outdoor. This includes all LE lines of ammunition for Federal Premium, SPEER and Remington branded ammunition products.

If you have any questions, please feel to reach out to me directly.

Respectfully,

A handwritten signature in black ink, appearing to read "R. Watkins", with a long horizontal flourish extending to the right.

Randall D. Watkins  
Territory Manager - LE Ammunition  
USMC Ret.  
Mobile: 512-549-9646  
[Randall.Watkins@VistaOutdoor.com](mailto:Randall.Watkins@VistaOutdoor.com)







# POLICE DUTY GEAR AND AMMUNITION

RS-21-133

October 19, 2021

# Police Duty Gear and Ammunition

2

- ❑ The Killeen Police Department purchases police duty gear, body armor and ammunition from GT Distributors, Inc.
- ❑ GT Distributors, Inc. is the only authorized LE distributor in Texas for Vista Outdoor, the parent company of Federal Premium and Speer Ammunition.
- ❑ Ammunition is purchased under TXMAS contract.
- ❑ Duty gear and body armor is purchased under TASB Buyboard contract.
- ❑ Current fiscal year expenditures to GT Distributors, Inc. is projected to be approximately \$186,400.

# Funding

3

- ❑ Previous Fiscal Year expenses:
  - ❑ Ammunition: \$90,000.00
  - ❑ Duty Gear and Body Armor: \$100,000
- ❑ Projected Expenses:
  - ❑ Ammunition: \$86,650
  - ❑ Duty Gear and Body Armor: \$99,750
- ❑ Total projected expenses for the current fiscal year are projected to be approximately \$186,400. The Police Department has budgeted funds available for this expense.

# Alternatives

4

- ❑ Delay purchases until FY 23.
  - ▣ Doing so will adversely affect the department's ability to train and properly equip officers.
- ❑ Approve the purchases as proposed.

# Recommendation

5

- Staff recommends that the City Manager or his designee be authorized to execute the described purchase of police duty gear, body armor and ammunition from GT Distributors, Inc. through purchasing cooperatives TXMAS and TASB BuyBoard, an expense that will exceed \$50,000 in city funds for the current fiscal year.



# City of Killeen

## Legislation Details

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**File #:** RS-21-134    **Version:** 1    **Name:** Appointments to Citizen Boards and Commissions  
**Type:** Resolution    **Status:** Resolutions  
**File created:** 10/6/2021    **In control:** City Council  
**On agenda:** 10/26/2021    **Final action:**  
**Title:** Consider a memorandum/resolution appointing members to the Killeen Arts Commission and the Bell County Tax Appraisal District Board of Directors.  
**Sponsors:** City Council  
**Indexes:**  
**Code sections:**  
**Attachments:** [Staff Report](#)  
[Presentation](#)

Date	Ver.	Action By	Action	Result
10/19/2021	1	City Council Workshop		



## STAFF REPORT

**DATE:** October 19, 2021

**TO:** Kent Cagle, City Manager

**FROM:** Traci Briggs, City Attorney

**SUBJECT:** Boards and Commissions - Arts Commission and Bell County Tax Appraisal District Board of Directors

### **BACKGROUND AND FINDINGS:**

The City Council made annual appointments to boards and commissions at its September 28, 2021 meeting. Also on September 28, 2021, staff was notified by two (2) at-large Arts Commission members of their desire to resign due to employment commitments keeping them from being able to attend meetings.

#### **Killeen Arts Commission (All Council)**

<b>Current Member</b>	<b>Status</b>	<b>New Member</b>	<b>Comments</b>
Roxanne Flores-Achmad	Resigned	Christopher Brown	At-Large (unexpired 2021-2023)
Lana Husband	Resigned	Van Fraley	At-Large (unexpired 2020-2022)

In December of odd numbered years, City Council appoints a Bell County Tax Appraisal District Board member, who must be a resident of the county and must have resided in the county for at least two years immediately preceding the date of taking office. On October 5, 2021, the Bell County Tax Appraisal District requested that the City send its selection for the Board of Directors via an adopted resolution by November 2, 2021. Mr. Richard "Dick" Young, was appointed to fill an unexpired term on the Tax Appraisal District Board of Directors on February 9, 2021. Mr. Young has expressed an interest to continue serving on the board.

#### **Bell County Tax Appraisal District Board of Directors (All Council)**

<b>Current Member</b>	<b>Status</b>	<b>New Member</b>	<b>Comments</b>	<b>Termed?</b>	<b>Reappoint?</b>
Richard "Dick" Young	Term Expired	R. Dick Young	Killeen Rep	No	Yes

### **THE ALTERNATIVES CONSIDERED:**

No other alternatives were considered.

### **CONFORMITY TO CITY POLICY:**

Making these appointments conforms to relevant city ordinances and policies.

**FINANCIAL IMPACT:**

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

There is no current or future expenditure with these appointments.

**Is this a one-time or recurring expenditure?**

N/A

**Is this expenditure budgeted?**

N/A

**If not, where will the money come from?**

N/A

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

N/A

**RECOMMENDATION:**

It is recommended that the city council appoint individuals to fill identified vacancies and expired terms.

**DEPARTMENTAL CLEARANCES:**

City Attorney

**ATTACHED SUPPORTING DOCUMENTS:**

N/A





# APPOINTMENTS TO BOARDS AND COMMISSIONS

RS-21-134

October 19, 2021

# Boards & Commissions

2

- ❑ City Council makes annual appointments to boards, commissions, and committees each year and throughout the year as vacancies occur
- ❑ Annual appointments were made on September 28, 2021
- ❑ Two (2) resignations on Arts Commission
- ❑ End of year term expiring on Bell County Tax Appraisal District Board of Directors

# Boards & Commissions

3

## Arts Commission (All Council)

Current Member	Status	New Member	Comments	Termed?	Reappoint?
Lana Husband	Resigned		At-Large (unexpired 20-22)	N/A	N/A
Roxanne Flores-Achmad	Resigned		At-Large (unexpired 21-23)	N/A	N/A

## Bell County Tax Appraisal District Board of Directors (All Council)

Current Member	Status	New Member	Comments	Termed?	Reappoint?
Richard "Dick" Young	Term Expired		Killeen Rep	No	Yes

# Recommendation

4

- Staff recommends that the City Council appoint individuals to fill identified vacancies and expired terms.



# City of Killeen

## Legislation Details

---

**File #:** RS-21-135      **Version:** 1      **Name:** Redistricting Criteria  
**Type:** Resolution      **Status:** Resolutions  
**File created:** 10/6/2021      **In control:** City Council  
**On agenda:** 10/26/2021      **Final action:**  
**Title:** Consider a memorandum/resolution adopting criteria for use in redistricting the city council districts based on the 2020 Census.  
**Sponsors:** City Manager Department, City Attorney Department  
**Indexes:**  
**Code sections:**  
**Attachments:** [Staff Report](#)  
[Resolution](#)  
[Initial Assessment Letter](#)  
[Presentation](#)

Date	Ver.	Action By	Action	Result
10/19/2021	1	City Council Workshop		



## STAFF REPORT

**DATE:** October 19, 2021

**TO:** Kent Cagle, City Manager

**FROM:** Traci Briggs, City Attorney

**SUBJECT:** Adopting criteria for use in redistricting process

### **BACKGROUND AND FINDINGS:**

The law firm of Bickerstaff Heath Delgado Acosta has been engaged to assist the City in redistricting its city council districts following the 2020 Census. On October 5, 2021, Gunnar Sequist with the Bickerstaff firm presented the Initial Assessment, a copy of which is attached.

Mr. Sequist explained that adopting a set of guidelines to be used in the redistricting process will serve as a framework in the formulation and consideration of districting plans and provide a means for evaluating proposed plans. Criteria also assist the City in its efforts to comply with federal and state laws.

The recommended criteria to be used in establishing new city council districts are:

- Following easily identifiable geographic boundaries
- Maintaining communities of interest and neighborhoods
- Composing districts of whole voting precincts
- Basing the plan on existing districts
- Adopting districts of relatively equal size
- Drawing districts that are compact and contiguous
- Keeping existing incumbents in their districts
- Narrowly tailoring the plan to comply with the Voting Rights Act
- Avoid fragmenting a geographically compact minority community or packing minority voters

All plans submitted to and reviewed by the City Council should conform to these criteria.

### **THE ALTERNATIVES CONSIDERED:**

The City Council may decline to adopt the recommended criteria or adopt the criteria.

### **Which alternative is recommended? Why?**

Staff recommends adopting the criteria more fully described in the attached resolution. The criteria assist the City in complying with state and federal laws.

### **CONFORMITY TO CITY POLICY:**

This item complies with city policy.

**FINANCIAL IMPACT:**

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

There is no fiscal impact associated with this item.

**Is this a one-time or recurring expenditure?**

N/A

**Is this expenditure budgeted?**

N/A

**If not, where will the money come from?**

N/A

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

N/A

**RECOMMENDATION:**

Staff recommends that the City Council approve the criteria for redistricting the city council districts.

**DEPARTMENTAL CLEARANCES:**

**ATTACHED SUPPORTING DOCUMENTS:**

Resolution

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KILLEEN,  
TEXAS ADOPTING CRITERIA FOR USE IN REDISTRICTING THE CITY  
BASED ON THE 2020 CENSUS.**

WHEREAS, the City Council of the City of Killeen has certain responsibilities for redistricting under federal and state law including but not limited to Amendments 14 and 15 to the United States Constitution, U.S.C.A.; section 2 of the Voting Rights Act, 52 U.S.C.A. §10301; Art. II, Section 8 of the City's Charter; and Tex. Gov't Code Ann. §§ 2058.001 and 2058.002; and

WHEREAS, a review of the 2020 census data reveals that a population imbalance exists among the City's councilmember districts requiring redistricting of those districts; and

WHEREAS, it is the intent of the City to comply with the Voting Rights Act and with all other relevant law, including *Shaw v. Reno* jurisprudence; and

WHEREAS, a set of established redistricting criteria will serve as a framework to guide the City in the formulation and consideration of districting plans; and

WHEREAS, redistricting criteria will provide the City a means by which to evaluate proposed plans; and

WHEREAS, redistricting criteria will assist the City in its efforts to comply with all applicable federal and state laws;

NOW, THEREFORE, BE IT RESOLVED, that the City, in its adoption of a redistricting plan for councilmember districts, will adhere to the following criteria to the greatest extent possible when establishing new councilmember district boundaries:

To the extent practicable:

1. Easily identifiable geographic boundaries should be followed.
2. Communities of interest should be maintained in a single district, and attempts should be made to avoid splitting neighborhoods.
3. Councilmember districts should be composed of whole voting precincts. Where this is not possible or practicable, districts should be drawn considering county election precincts. Avoid splitting census blocks unless necessary.
4. Although it is recognized that existing districts will have to be altered to reflect new population distribution in the City, any districting plan should be based on existing districts.



5. Districts must be configured so that they are relatively equal in total population according to the 2020 federal census. In no event should the total population deviation between the largest and the smallest district exceed ten percent as compared to the ideal precinct size.
6. The districts should be compact and composed of contiguous territory. Compactness may contain a functional, as well as a geographical, dimension.
7. Consideration may be given to the preservation of incumbent-constituency relations by recognition of the residence of incumbents and their history in representing certain areas.
8. The plan should be narrowly tailored to avoid racial gerrymandering in violation of *Shaw v. Reno*.
9. The plan should not fragment a geographically compact minority community or pack minority voters in the presence of polarized voting or otherwise discriminate against protected groups so as to create liability under the Voting Rights Act.

The City Council will review all plans considering these criteria and will evaluate how well each plan conforms to the criteria.

In addition to complying with any other guidelines established by the City Council, any plan submitted to the City Council by a citizen for its consideration should be a complete plan—*i.e.*, it should all four single-member city council districts and should redistrict the entire City. The City Council may decline to consider any plan that is not a complete plan.

All plans submitted by citizens, as well as plans submitted by staff, consultants, and members of the City Council, should conform to these criteria.

This resolution shall be effective upon passage by the City Council.

**PASSED AND APPROVED** at a regular meeting of the City Council of the City of Killeen, Texas, this 26<sup>th</sup> day of October, 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

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Jose L. Segarra, MAYOR

ATTEST:

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Lucy C. Aldrich, CITY SECRETARY

APPROVED AS TO FORM

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Traci S. Briggs, CITY ATTORNEY



September 29, 2021

Mayor Jose L. Segarra and the Honorable City Council of Killeen, Texas  
City of Killeen  
101 N College Street  
Killeen, TX 76541

Re: *Initial Assessment considering 2020 Census data*

Dear Mayor Segarra and Council Members:

This is the Initial Assessment letter for the City of Killeen. Our review of the recently released 2020 Census population and demographic data for the City shows that the City's councilmember districts are sufficiently out of population balance that you should redistrict. We are prepared to meet with the City Council on October 5, 2021 at 5:00 p.m. to review the Initial Assessment and to advise the City Council on how to proceed to redistrict the City councilmember districts to bring them into population balance for use in the 2022 election cycle.

This letter presents a brief overview of basic redistricting principles to assist you in preparing for our presentation on the Initial Assessment. We also set out in the attachments (Attachment H) suggested posting language for the meeting at which the Initial Assessment will be presented. Note that this posting language includes agenda items for the adoption of redistricting criteria and guidelines. These are matters that should be addressed early in the redistricting process to enable us to proceed efficiently. We will be working with you to develop the appropriate language for your adoption of redistricting criteria and guidelines.

In redistricting the councilmember districts, the City will need to be aware of the legal standards that apply. We will review these principles in detail with the City Council at the presentation on the Initial Assessment. There are three basic legal principles that govern the redistricting process: (i) the "one person-one vote" (equal population) principle; (ii) the non-discrimination standard of Section 2 of the Voting Rights Act; and (iii) the *Shaw v. Reno* limitations on the use of race as a factor in redistricting. These principles are discussed in detail in the attachments to this letter, which we urge you to read and review carefully.

The process we have outlined for the redistricting process and the policies and procedures that we are recommending the Council adopt will ensure that the City adheres to these important legal principles and that the rights of protected minority voters in the political subdivision are accorded due weight and consideration.

## **The “One Person – One Vote” Requirement: Why You Should Redistrict**

The “one person-one vote” requirement of the United States Constitution requires that members of an elected body be chosen from districts of substantially equal population and applies to city councils. Exact equality of population is not required, but a “total maximum deviation” of no more than ten percent in total population between the most populated and the least populated city councilmember districts based on the most recent census should be achieved. This maximum deviation of ten percent constitutes a rebuttable presumption of compliance with the one person-one vote requirement. If a city’s councilmember districts do not fall within the ten percent maximum deviation, the city is at substantial risk of being sued for violation of one person-one vote standards.

The population and demographics of all the current City councilmember districts are presented in here and in Attachment A. The tables in Attachment A show that the total population of the City on April 1, 2020, was 153,037 persons. This represents an increase in population from 127,921 persons on April 1, 2010, or approximately 19.63 percent. The ideal City councilmember district should now contain 38,259 persons (total population / 4 single-member districts).

Councilmember district 4 has the largest population, which is approximately 14.28 percent above the size of the ideal district (about 5,465 people). District 1 has the smallest population, which is approximately 15.52 percent below the size of the ideal district (about 5,938 people). The total maximum deviation between the four existing councilmember districts for the City, therefore, is 29.80 percent. This total maximum deviation exceeds the standard of ten percent that generally has been recognized by the courts as the maximum permissible deviation. Accordingly, the City should redistrict to bring its City councilmember districts within the ten percent range permitted by law.

## **Section 2 of the Voting Rights Act: Avoiding discrimination claims**

Section 2 of the federal Voting Rights Act prohibits any voting standard, practice, or procedure – including new redistricting plans – that have the effect of discriminating against a protected minority group. The principles of Section 2’s nondiscrimination mandate are discussed in Attachment C.

The data in the Population Tables in Attachment A as well as the data in the maps in Attachment B, which show the geographic distribution of the primary minority groups in the City, will also be important in assessing the potential for Voting Rights Act Section 2 liability. (See Attachment C for a discussion of Section 2.)

## **Shaw v Reno: Additional equal protection considerations**

As noted above, in order to comply with Section 2, the City must consider race when drawing districts. The 1993 Supreme Court case *Shaw v. Reno*, however, limits how and when race can be a factor in the districting decisions. Thus, local governments must walk a legal tightrope, where the competing legal standards must all be met. The *Shaw v. Reno* standard requires that there be a showing that (1) the race-based factors were used in furtherance of a “compelling state interest” and (2) their

application be “narrowly tailored,” that is, they must be used only to the minimum extent necessary to accomplish the compelling state interest. (*Shaw v. Reno* is discussed in Attachment C.) We will guide the City through proper application of this principle.

### **Adoption of redistricting criteria and public participation guidelines**

At the presentation of the Initial Assessment we will recommend certain “traditional” redistricting criteria that the City may require all redistricting plans to follow. These criteria generally track the legal principles that the courts and the Department of Justice have found to be appropriate elements in sound redistricting plans. We will also recommend certain public participation guidelines that the City may wish to adopt to ensure fair and adequate public participation in the redistricting process, and that any comments or proposed plans submitted by members of the public are written, clear, and complete, and the submitter provides contact information.

Once redistricting guidelines and criteria are adopted and the City Council gives instructions about how it would like plans to be developed considering this Initial Assessment and the applicable legal standards, we can begin to assist the City in the development of plans for consideration.

We hope this Initial Assessment discussion is helpful to you and that it will guide the City Council as it executes the redistricting process. We look forward to meeting with the Council to review this Initial Assessment and to answer any questions you may have concerning any aspect of that process. Please feel free to call me in the interim as we prepare for the presentation and let me know if there is any additional information you may require.

Sincerely,



---

Gunnar Seaquist

Encl.

**ATTACHMENT A**  
**INITIAL ASSESSMENT POPULATION TABLES**

## Demographics Report - Summary 2020 Census Total Population

Plan Last Edited on: 9/27/2021 9:04:53 AM

District	Persons	Ideal Size	Deviation	Hispanic % of Total Population	Non-Hispanic White % of Total Population	Non-Hispanic Black % of Total Population	Non-Hispanic Asian % of Total Population	Non-Hispanic Other % of Total Population
1	32,321	38,259	-15.52%	28.77%	25.61%	33.99%	2.72%	8.91%
2	39,871	38,259	4.21%	25.93%	25.35%	34.70%	4.19%	9.83%
3	37,121	38,259	-2.98%	26.97%	25.48%	33.81%	4.12%	9.62%
4	43,724	38,259	14.28%	26.88%	20.83%	38.22%	3.86%	10.22%

**Ideal Size: 38,259**

**Total Population: 153,037**

**Overall Deviation: 29.80%**

*Some percentages may be subject to rounding errors.*

## Demographics Report - Summary 2020 Census Voting Age Population

Plan Last Edited on: 9/27/2021 9:04:53 AM

District	Total VAP*		Hispanic % of Total VAP	Non-Hispanic Anglo % of Total VAP	Non-Hispanic Black % of Total VAP	Non-Hispanic Asian % of Total VAP	Non-Hispanic Other % of Total VAP
1	23,935		26.21%	29.36%	33.27%	3.40%	7.77%
2	28,675		23.72%	28.22%	34.75%	5.05%	8.27%
3	26,712		24.61%	29.00%	33.35%	4.84%	8.21%
4	29,328		24.86%	23.81%	38.24%	4.55%	8.55%

\* VAP - Voting Age Population

*Some percentages may be subject to rounding errors.*



## City of Killeen Council Districts - 2021 Initial Assessment



### Demographics Report - Detailed 2020 Census Total Population

Plan Last Edited on: 9/27/2021 9:04:53 AM

District	Persons	Ideal Size	Deviation	Hispanic	Hispanic % of Total Population	ANGLO	Non-Hispanic Anglo % of Total Population	Black	Black % of Total Population	Asian	Asian % of Total Population	AM Indian Native	IND / NAT % TOT Pop.	Haw Pac. Isl.	HAW/ PAC % of Total Pop.	Other	Other % of Total Pop.	Two or More Races	Two or More Races % Tot Pop
1	32,321	38,259	-15.52%	9,299	28.77%	8,277	25.61%	10,986	33.99%	878	2.72%	120	0.37%	456	1.41%	232	0.72%	2,073	6.41%
2	39,871	38,259	4.21%	10,338	25.93%	10,109	25.35%	13,837	34.70%	1,670	4.19%	113	0.28%	607	1.52%	275	0.69%	2,923	7.33%
3	37,121	38,259	-2.98%	10,013	26.97%	9,460	25.48%	12,551	33.81%	1,528	4.12%	171	0.46%	569	1.53%	302	0.81%	2,529	6.81%
4	43,724	38,259	14.28%	11,752	26.88%	9,108	20.83%	16,712	38.22%	1,689	3.86%	173	0.40%	901	2.06%	323	0.74%	3,073	7.03%

**Ideal Size: 38,259**

**Total Population: 153,037**

**Overall Deviation: 29.80%**

*Some percentages may be subject to rounding errors.*

## Demographics Report - Detailed 2020 Census Voting Age Population

Plan Last Edited on: 9/27/2021 9:04:53 AM

District	Total VAP	Hispanic VAP	% Hispanic VAP	Anglo VAP	% Anglo VAP	Black VAP	% Black VAP	Asian VAP	% Asian VAP	AM IND NATIVE VAP	% AM IND NATIVE VAP	HAW/PAC VAP	% HAW/PAC VAP	Other VAP	% Other VAP	Two or More Races VAP	% Two or more VAP
1	23,935	6,273	26.21%	7,027	29.36%	7,962	33.27%	813	3.40%	95	0.40%	342	1.43%	142	0.59%	1,281	5.35%
2	28,675	6,801	23.72%	8,091	28.22%	9,965	34.75%	1,447	5.05%	95	0.33%	426	1.49%	174	0.61%	1,677	5.85%
3	26,712	6,573	24.61%	7,747	29.00%	8,908	33.35%	1,293	4.84%	142	0.53%	413	1.55%	225	0.84%	1,413	5.29%
4	29,328	7,290	24.86%	6,984	23.81%	11,214	38.24%	1,335	4.55%	115	0.39%	595	2.03%	188	0.64%	1,609	5.49%

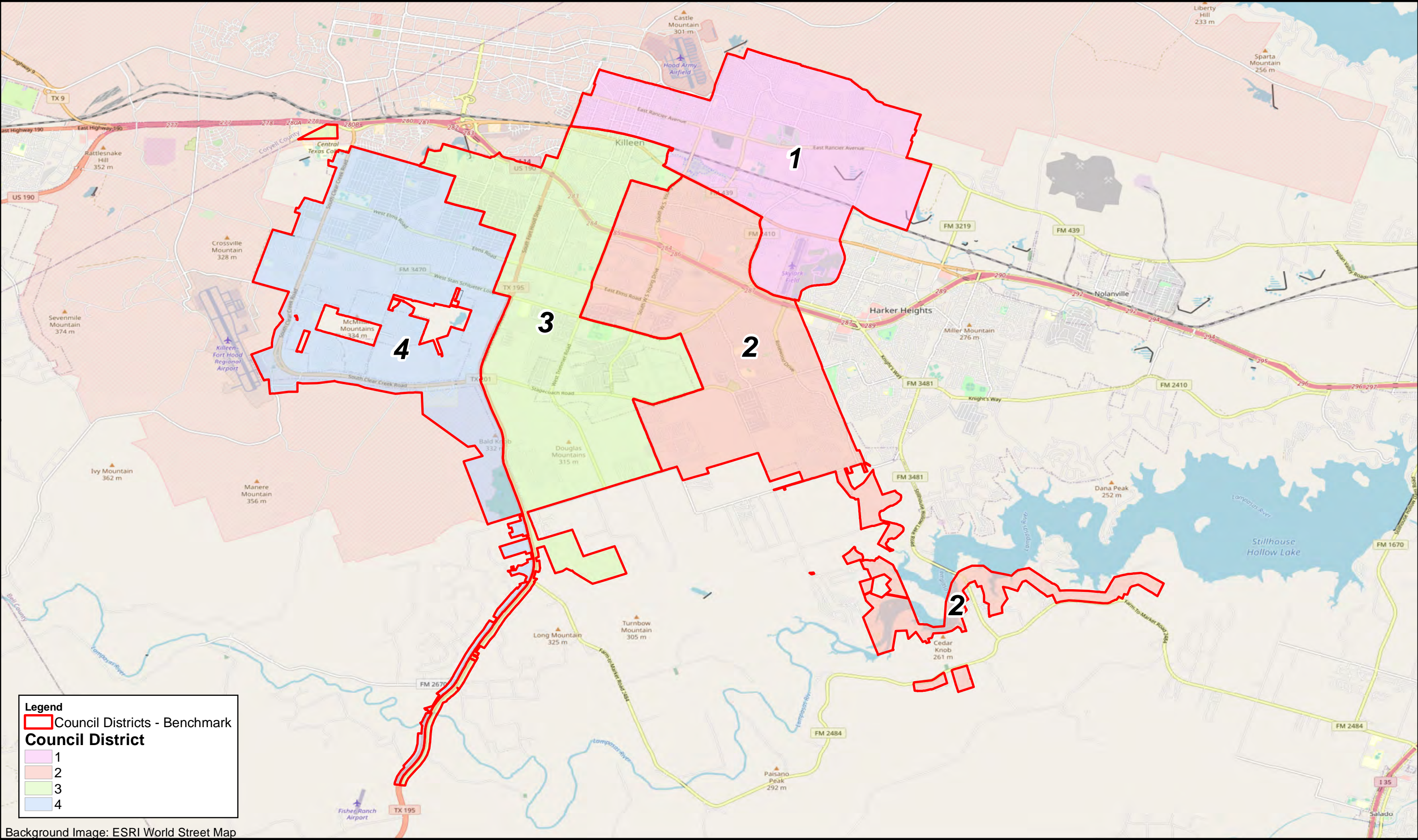
\* VAP - Voting Age Population

*Some percentages may be subject to rounding errors.*

**ATTACHMENT B**

**MAPS**





Background Image: ESRI World Street Map

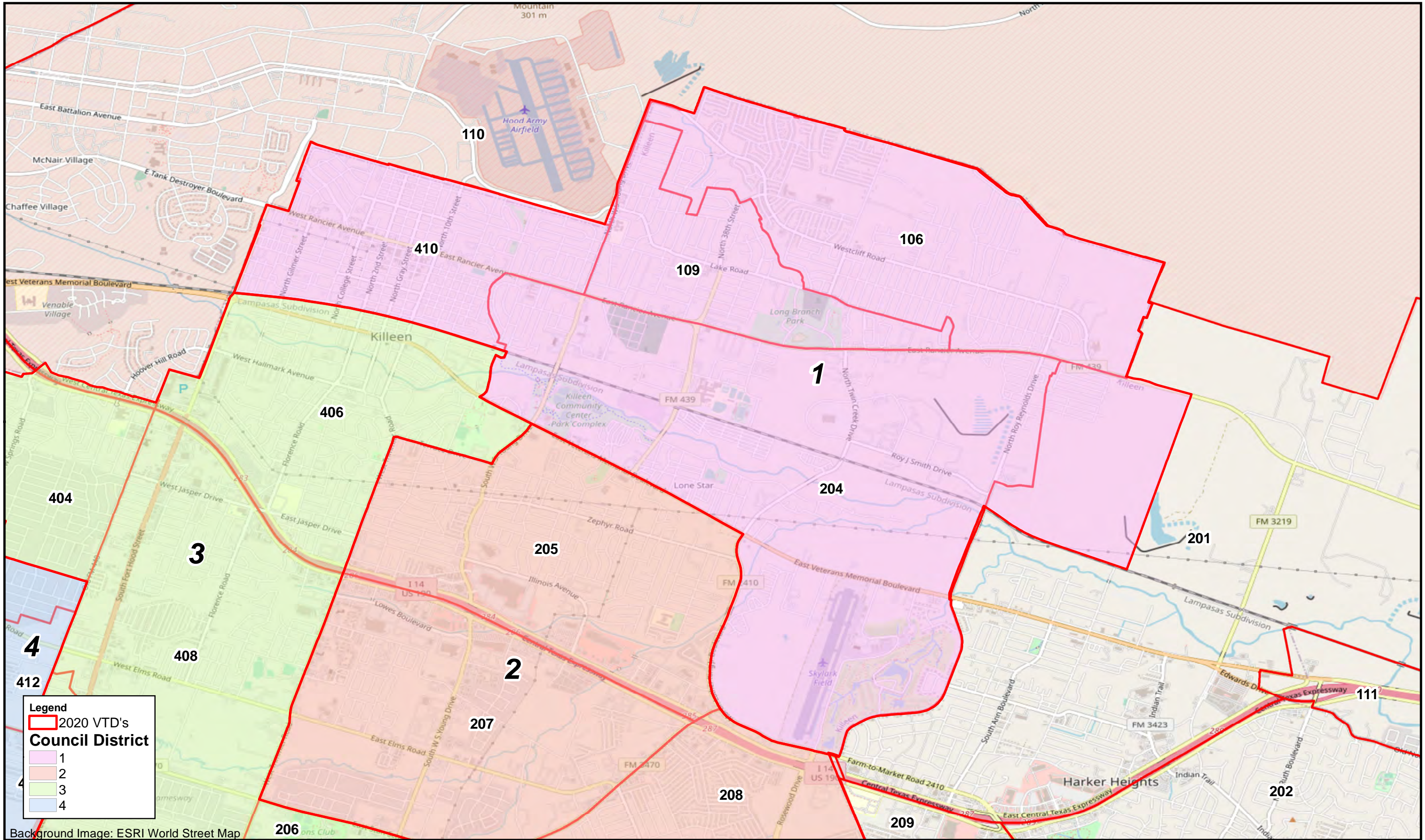
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Created 9/27/21

# City of Killeen Council Districts 2021 Initial Assessment

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features obtained from the 2020  
Tiger/line files, U.S. Census Bureau





Background Image: ESRI World Street Map

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Created 9/27/21

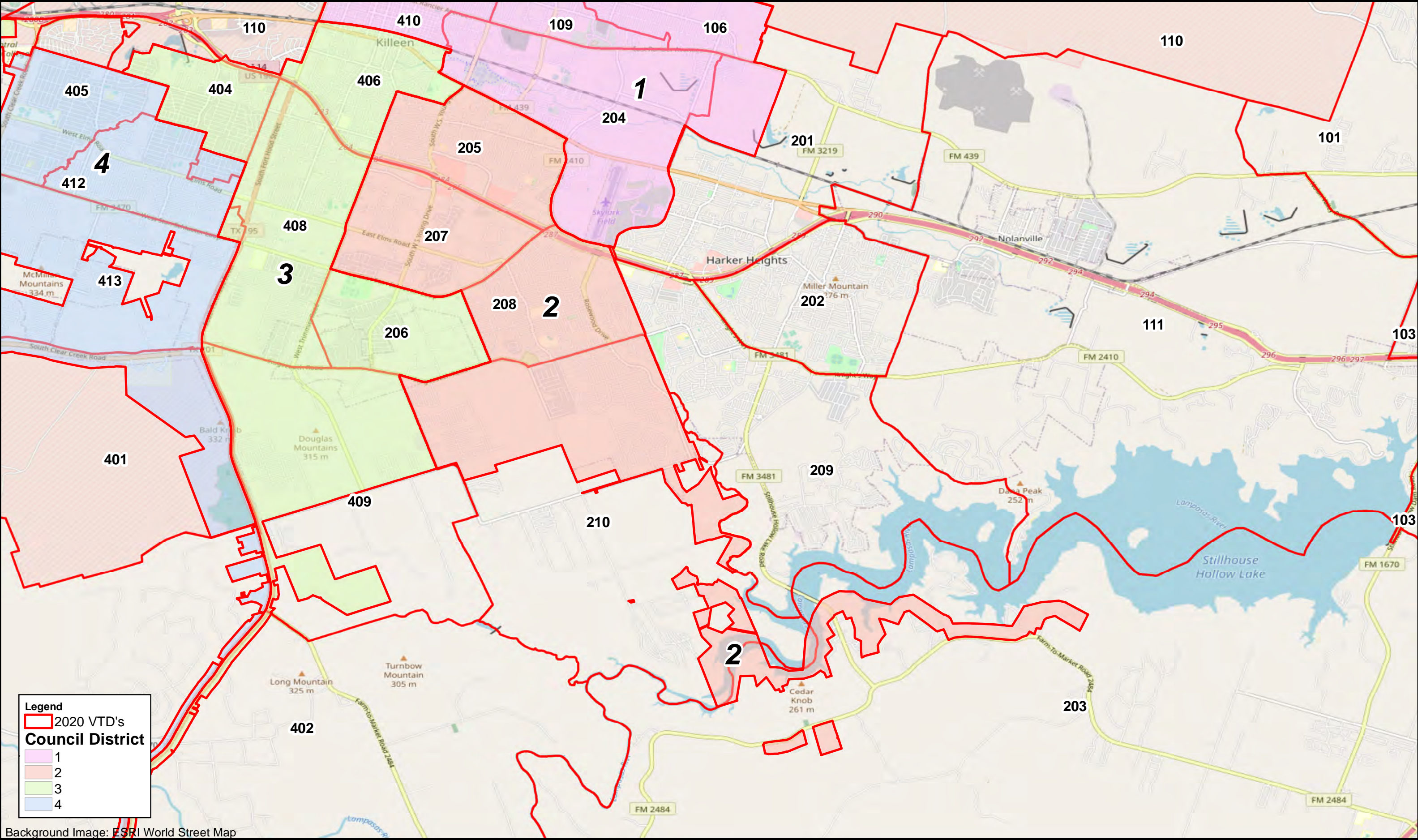
# City of Killeen Council District 1

## 2021 Initial Assessment

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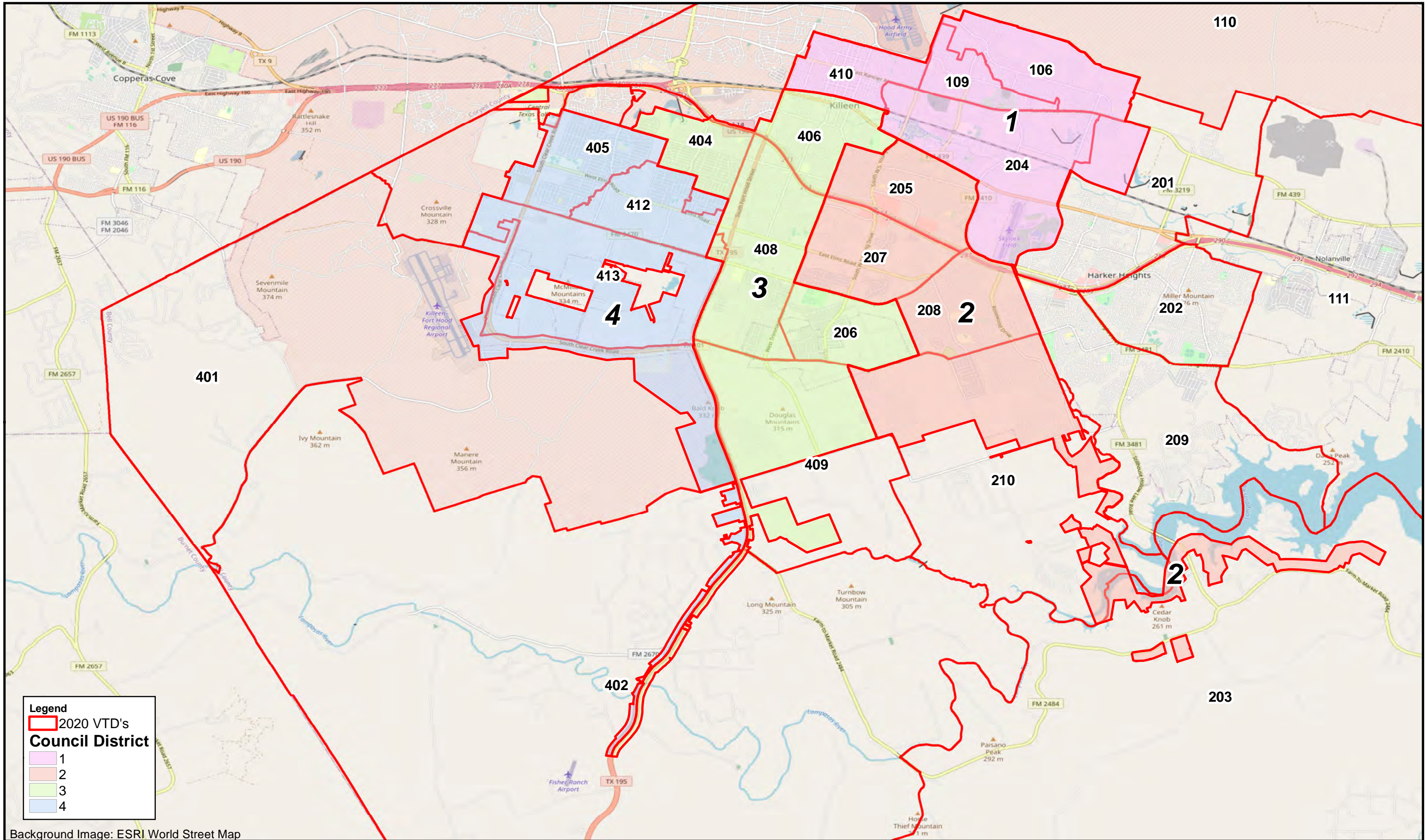
# City of Killeen Council District 2

## 2021 Initial Assessment

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Created 9/27/21

# City of Killeen Council District 3 2021 Initial Assessment

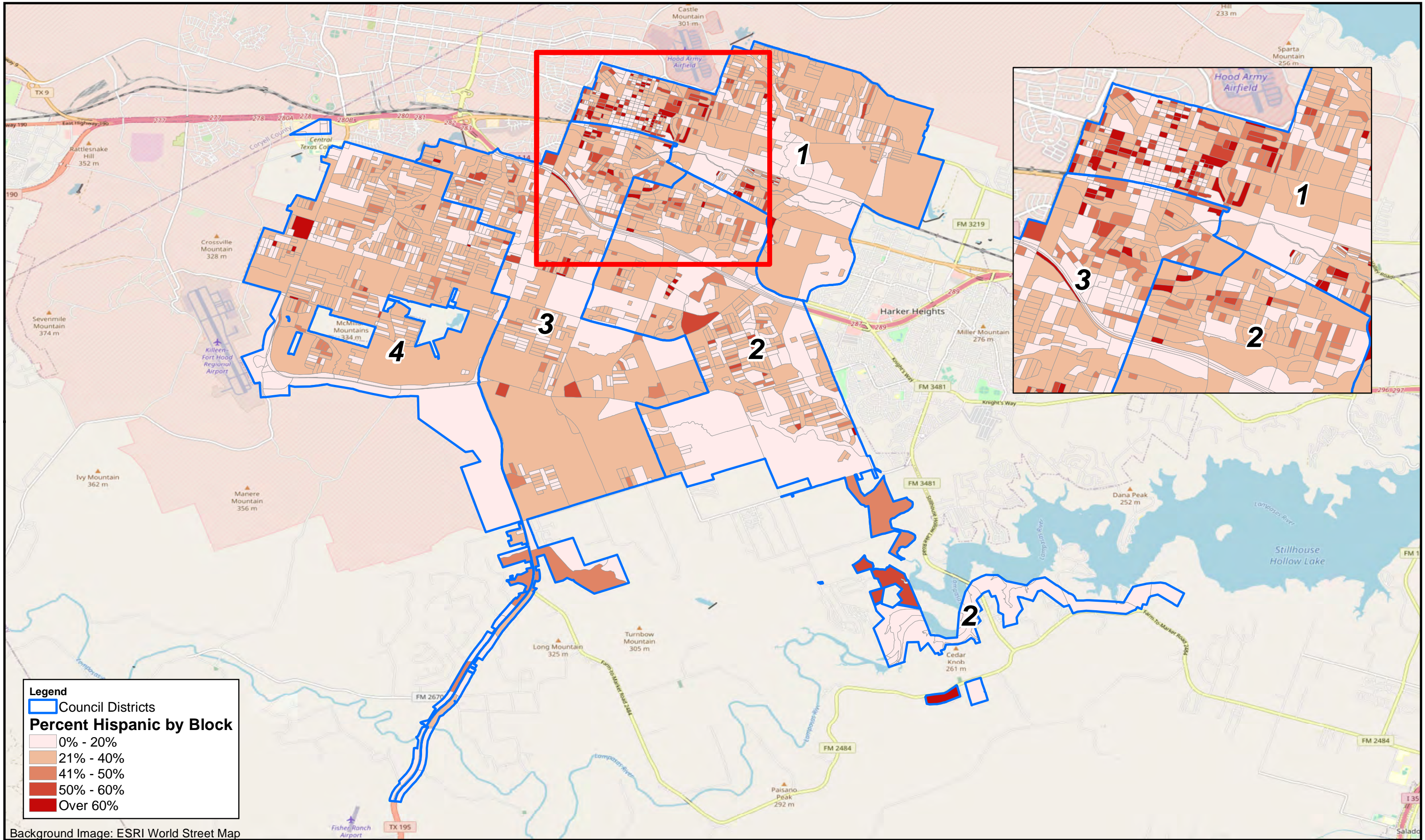
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features obtained from the 2020  
Tiger/line files, U.S. Census Bureau







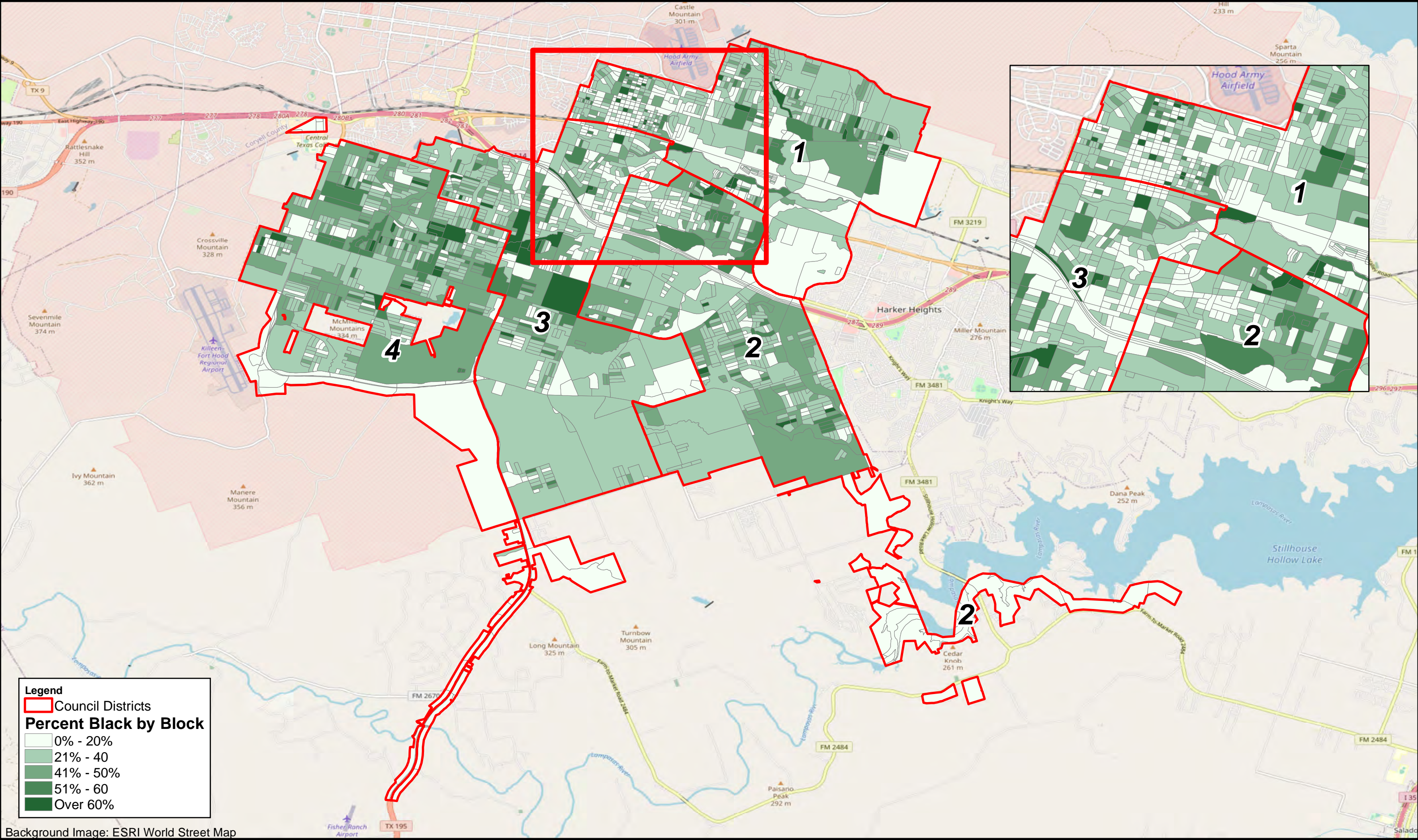




# City of Killeen Council Districts Percent Hispanic by 2020 Census Block







Background Image: ESRI World Street Map

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Created 9/27/21

# City of Killeen Council Districts Percent Black by 2020 Census Block

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Data Source: Roads, Water and other  
features obtained from the 2020  
Tiger/line files, U.S. Census Bureau





**ATTACHMENT C**  
**LEGAL PRINCIPLES**

## **LEGAL PRINCIPLES GOVERNING THE REDISTRICTING PROCESS**

There are three basic legal principles that govern the redistricting process: (i) the “one person-one vote” (equal population) principle; (ii) the non-discrimination standard of Section 2 of the Voting Rights Act; and (iii) the *Shaw v. Reno* limitations on the use of race as a factor in redistricting. In addition, although it will not apply to the 2021 redistricting, Section 5 of the Voting Rights Act, which applied a “retrogression” standard to minority group populations in specific districts, may be helpful as a tool to analyze potential Section 2 issues regarding a proposed new plan.

The terminology of redistricting is very specialized and includes terms that may not be familiar, so we have included as Attachment D to this Initial Assessment letter a brief glossary of many of the commonly-used redistricting terms.

### **The “One Person – One Vote” Requirement: Why You Redistrict**

The “one person-one vote” requirement of the United States Constitution requires that members of an elected body be drawn from districts of substantially equal population. This requirement applies to the single-member districts of “legislative” bodies such as commissioners courts and other entities with single-member districts such as school boards or city councils.

Exact equality of population is not required for local political subdivisions. However, they should strive to create districts that have a total population deviation of no more than 10 percent between their most populated district and the least populated district. This 10 percent deviation is usually referred to as the “total maximum deviation.” It is measured against the “ideal” or target population for the governmental entity based on the most recent census. The 10 percent standard is a rebuttable presumption of compliance with the one person-one vote requirement.

A governing body is therefore required to determine whether the populations of its single-member districts (including school board trustee districts) are within this 10 percent balance based on 2020 Census population data. If the population deviation among the districts exceeds the permissible 10 percent total maximum deviation, the entity must redistrict, that is, redraw the boundaries of the individual districts so that the total populations of all the new districts are within the permissible 10 percent limit. A hypothetical example of how deviation is calculated is given in Attachment E.

Generally, redistricting will use the Census Bureau’s recently released population data for the 2020 Census in drawing new redistricting plans – the so-called “PL 94-171” data. In any legal challenge to a new plan, it is this data that likely would be applied. Although several types of population data are provided in the PL 94-171 files, redistricting typically is based upon total population.

Official Census data should be used unless the governmental entity can show that better data exists. The court cases that have dealt with the question have made it clear that the showing

required to justify use of data other than Census data is a very high one – impossibly high at a time so close to the release of new Census data. As a practical matter, therefore, we recommend that entities use the 2020 Census data in their redistricting processes. We have based the Initial Assessment on PL 94-171 total population data; the relevant data are summarized in Attachment A.

In the redistricting process, each governmental entity will use a broad spectrum of demographic and administrative information to accomplish the rebalancing of population required by the one person-one vote principle. The charts provided with this report not only show the total population of the entity but also give breakdowns of population by various racial and ethnic categories for the entity as a whole and for each single-member district.

### **Census geography**

These single-member population data are themselves derived from population data based on smaller geographical units. The Census Bureau divides geography into much smaller units called “census blocks.” In urban areas, these correspond roughly to city blocks. In more rural areas, census blocks may be quite large. Census blocks are also aggregated into larger sets called “voting tabulation districts” or “VTDs,” which often correspond to county election precincts.

For reasons concerning reducing the potential for *Shaw v. Reno*-type liability, discussed below, we recommend using VTDs as the redistricting building blocks where and to the extent feasible. In many counties this may not be feasible.

### **Census racial and ethnic categories**

For the 2020 Census, the Census Bureau recognized over 100 combinations of racial and ethnic categories and collected and reported data based on all of them. Many of these categories include very few persons, however, and will not therefore have a significant impact on the redistricting process. The charts that accompany this report include only eight racial and ethnic categories that were consolidated from the larger set. The entire population of the entity is represented in these charts. These eight categories are the ones most likely to be important in the redistricting process.

The 2020 Census listed 6 racial categories. Individuals were able to choose a single race or any combination of races that might apply. Additionally, the Census asks persons to designate whether they are or are not Hispanic. When the Hispanic status response is overlaid on the different possible racial responses, there are over 100 possible different combinations. The Census tabulates each one separately.

If this information is to be usable, it must be combined into a smaller number of categories (of course, having the same overall population total). For purposes of analyzing Voting Rights Act Section 2 issues, discussed below, DOJ indicated in a guidance document issued on September 1, 2021, that it would use the following rules for determining Hispanic and race population numbers from the 2020 Census data:

- persons who selected “Hispanic” are categorized as Hispanic, no matter what race or races they have designated; all others will be classified as non-Hispanic of one or more races; *e.g.*, Hispanic-White and Hispanic-African-American are both classified as Hispanic;
- persons who did not select “Hispanic” and who designated a single race will be classified as members of that race; *e.g.*, White, African-American, Asian, etc.;
- persons who did not select “Hispanic” and who designated themselves as belonging to a single minority race and as White will be classified as members of the minority race; *e.g.*, Asian+White will be classified as Asian; and
- persons who did not select “Hispanic” and who designated themselves as belonging to more than one minority race will be classified as “other multiple race;” *e.g.*, White+Asian+Hawaiian or African-American+Asian. This category is expected to be small.

We will also consider data called “voting age population” (or “VAP”) data. It is similarly classified in eight racial and ethnic categories. This information is provided for the limited purpose of addressing some of the specific legal inquiries under the Voting Rights Act that are discussed below. Voting age population is the Census Bureau’s count of persons who identified themselves as being eighteen years of age or older at the time the census was taken (*i.e.*, as of April 1, 2020).

In addition to this population and demographic data, the entity will have access to additional information that may bear on the redistricting process, such as county road miles, facility locations, registered voter information, incumbent residence addresses, etc.

### **Section 2 of the Voting Rights Act – No Discrimination Against Minority Groups**

Section 2 of the Voting Rights Act, 52 U.S.C. §10301, forbids a voting standard, practice, or procedure from having the effect of reducing the opportunity of members of a covered minority to participate in the political process and to elect representatives of their choice. In practical terms, this non-discrimination provision prohibits districting practices that, among other things, result in “packing” minorities into a single district in an effort to limit their voting strength. Similarly, “fracturing” or “cracking” minority populations into small groups in a number of districts, so that their overall voting strength is diminished, can be discrimination under Section 2. There is no magic number that designates the threshold of packing or cracking. Each plan must be judged on a case-by-case basis. Failure to adhere to such Section 2 standards could invite a challenge in court by a protected minority group or even by the Department of Justice.

In previous redistricting cycles, “preclearance” was required under Section 5 of the Voting Rights Act before a new plan (or any other change of any kind to voting standards, practices or procedures) could be implemented. Section 5 will not apply in the 2021

redistricting cycle, but as we discuss below, the Section 5 “retrogression” standard can be a useful tool to identify potential Section 2 issues with a proposed new plan.

The Supreme Court has defined the minimum requirements for a minority plaintiff to bring a Section 2 lawsuit. There is a three-pronged legal test the minority plaintiff must satisfy – a showing that: (1) the minority group’s voting age population is numerically large enough and geographically compact enough so that a district with a numerical majority of the minority group can be drawn (a “majority minority district”); (2) the minority group is politically cohesive, that is, it usually votes and acts politically in concert on major issues; and (3) there is “polarized voting” such that the Anglo majority usually votes to defeat candidates of the minority group’s preference. *Thornburg v. Gingles*, 478 U.S. 30 (1986). In the federal appellate Fifth Circuit, which includes Texas, the minority population to be considered is *citizen* voting age population. In certain cases, a minority group may assert that Section 2 requires that the governmental body draw a new majority minority district. The governing body must be sensitive to these Section 2 standards as it redistricts.

In considering changes to existing boundaries, a governmental entity must be aware of the location of protected minority populations within its single-member districts for the purpose of ensuring that changes are not made that may be asserted to have resulted in “packing,” or in “fracturing” or “cracking” the minority population for purposes or having effects that are unlawful under Section 2. The thematic maps included in Attachment B depict the locations of Hispanic and African-American (and if applicable, Asian) population concentrations by census block; they are useful in addressing this issue. Voting age population (VAP) data is useful in measuring potential electoral strength of minority groups in individual districts.

### **Shaw v. Reno Standards – Avoid Using Race as the Predominant Redistricting Factor**

The modern era of redistricting began in the 1960’s when the Supreme Court determined that districting plans were subject to judicial review and that they must conform to one-person, one-vote principles. This was followed in short order by the passage of the Voting Rights Act in 1965, which along with the Fourteenth Amendment, required jurisdictions to ensure that districts were not racially discriminatory. Accordingly, to avoid liability in voting rights suits, governments were highly conscious of race when drawing districts and fashioned districts to reflect racial and ethnic housing patterns.

In 1993, the United States Supreme Court decided *Shaw v. Reno*, a case that contained a district that was so extremely irregular on its face that race was the predominant consideration in its creation to the exclusion of traditional districting principles and without sufficiently compelling justification. The Court held that the district was a racial gerrymander that violated the Equal Protection Clause of the Fourteenth Amendment.

The *Shaw* opinion subjects governmental bodies undertaking the redistricting process to a delicate balancing act. The governmental body must consider race when drawing districts if it is to comply with the requirements of the Voting Rights Act; however, if race is the

predominant consideration in the process, the governmental body may be subject to a racial gerrymandering claim.

Where racial considerations predominate in the redistricting process to the subordination of traditional (non-race-based) factors, the use of race-based factors is subject to the “strict scrutiny” test. To pass this test requires that there be a showing that (1) the race-based factors were used in furtherance of a “compelling state interest” and (2) their application be “narrowly tailored,” that is, they must be used only to the minimum extent necessary to accomplish the compelling state interest. Compliance with the anti-discrimination requirements of section 2 of the Voting Rights Act is a compelling state interest.

The following principles have emerged in the post-*Shaw* environment to guide the redistricting process:

- race may be considered;
- but race may not be the predominant factor in the redistricting process to the subordination of traditional redistricting principles;
- bizarrely-shaped districts are not unconstitutional *per se*, but the bizarre shape may be evidence that race was the predominant consideration in the redistricting process;
- if race is the predominant consideration, the plan may still be constitutional if it is “narrowly tailored” to address compelling governmental interest such as compliance with the Voting Rights Act; and
- if a plan is narrowly tailored, it will use race no more than is necessary to address the compelling governmental interest.

While race will almost always be a consideration, the better course, if possible under the circumstances, is that racial considerations not predominate to the subordination of traditional redistricting criteria, so that the difficult strict scrutiny test is avoided.

Adherence to the *Shaw v. Reno* standards will be an important consideration during the redistricting process. One way to minimize the potential for *Shaw v. Reno* liability is to adopt redistricting criteria that include traditional redistricting principles and that do not elevate race-based factors to predominance.

### **Section 5 of the Voting Rights Act – Preclearance and Retrogression**

#### **Preclearance will not be required**

In prior redistricting cycles, Section 5 of the Voting Rights Act, 52 U.S.C. § 10304, required all “covered jurisdictions” identified in the applicable Department of Justice (DOJ) regulations to “preclear” any changes to voting standards, practices, or procedures before they



may become legally effective. Texas was a “covered jurisdiction,” so all local governments in the state, as well as the State itself, were required to preclear any voting change, including their redistricting plans. This included changes to any single-member district lines (including school board trustee district lines). Section 5 applied not only to changes in single-member district lines, but also to changes in election precincts and in the location of polling places. For counties, Section 5 applied not only to commissioners’ precincts, but also to JP and constable precincts, even though these latter are not subject to the one person-one vote requirement (since these are not “representative,” *i.e.*, “legislative” officials).

In the 2013 case *Shelby County v. Holder*, 133 S. Ct. 2612 (2013), the U.S. Supreme Court invalidated Section 4 of the Voting Rights Act until Congress corrected some deficiencies. This is the section that, in effect, defines which states and local jurisdictions are subject to Section 5 preclearance requirements. Congress has not made the required corrections, so Section 5 will not apply to any jurisdiction this redistricting cycle. Nonetheless, the legal standard applied to preclearance under Section 5, “retrogression”, can be useful to identify potential Section 2 discrimination issues in a proposed new districting plan.

### **Retrogression standard**

In past redistricting cycles, Section 5 review involved considering whether a proposed new districting plan had a retrogressive effect. The issue is whether the net effect of the proposed new plan would be to reduce minority voters’ ability to elect their preferred candidates when the plan is compared to the prior benchmark plan. In other words, does the new districting plan result in a reduction of the minority group’s ability to elect?

To determine if retrogression exists, it is necessary to compare a proposed plan against a benchmark, typically the *prior* district boundary plan, but considered using the *new* 2020 Census population and demographic data.

Voting age population data (“VAP”) – the Census count of persons eighteen years of age or older at the time the Census was taken (*i.e.*, as of April 1, 2020). It is a measure of the number of people old enough to vote if they are otherwise eligible to do so. Since the retrogression inquiry focuses on whether a minority group’s overall voting strength has been reduced, and VAP is a more direct measure of voting strength than total population, VAP should be considered in the retrogression analysis, not just total population.

In combination with a balanced consideration of the other applicable redistricting criteria, the entity’s governing body will need to consider the effects of any changes to the benchmark measures that its proposed plan produces. Because of changes in population and the need to comply with one person-one vote principles, sometimes it may be impossible to avoid drawing a retrogressive plan. But if a proposed new plan is retrogressive, careful consideration should be given before adopting it.

Since retrogression was the test by which redistricting plans were measured under Section 5 of the Act and that section is no longer operative, retrogression is no longer the standard. Nevertheless, a jurisdiction that draws a plan that is retrogressive may increase the

chance that it will be sued under Section 2. Thus, it may be beneficial to avoid retrogression where possible even though the plan will not be required to be submitted to the Department of Justice for Section 5 review under that test.

### **Adoption of Redistricting Criteria**

Adoption of appropriate redistricting criteria – and adherence to them during the redistricting process – is potentially critical to the ultimate defensibility of an adopted redistricting plan. Traditional redistricting criteria that the governing body might wish to consider adopting include, for example:

- use of identifiable boundaries;
- using whole voting precincts, where possible and feasible; or, where not feasible, being sure that the plan lends itself to the creation of reasonable and efficient voting precincts;
- maintaining communities of interest (*e.g.*, traditional neighborhoods);
- basing the new plan on existing districts;
- adopting districts of approximately equal population;
- drawing districts that are compact and contiguous;
- keeping existing representatives in their districts; and
- narrow-tailoring to comply with the Voting Rights Act and *Shaw v. Reno*..

There may be other criteria that are appropriate for an individual entity's situation, but all criteria adopted should be carefully considered and then be followed to the greatest degree possible. A copy of a sample criteria adoption resolution is provided as Attachment F. You may wish to include additional criteria; or determine that one or more on that list are not appropriate. We will discuss with you appropriate criteria for your situation.

### **Requirements for Plans Submitted by the Public**

You should also consider imposing the following requirements on any plans proposed by the public for your consideration: (1) any plan submitted for consideration must be a complete plan, that is, it must be a plan that includes configurations for all districts and not just a selected one or several. This is important because, although it may be possible to draw a particular district in a particular way if it is considered only by itself, that configuration may have unacceptable consequences on other districts and make it difficult or impossible for an overall plan to comply with the applicable legal standards; and (2) any plan submitted for consideration must follow the adopted redistricting criteria.

## **ATTACHMENT D**

### **GLOSSARY**

## **GLOSSARY**

**Census blocks, census block groups, census VTDs, census tracts** – Geographic areas of various sizes recommended by the states and used by the Census Bureau for the collection and presentation of data.

**Citizen voting age population (CVAP)** – Persons 18 and above who are citizens. This is a better measure of voting strength than VAP; however, the relevant citizenship data will need to be developed.

**Compactness** – Having the minimum distance between all parts of a constituency.

**Contiguity** – All parts of a district being connected at some point with the rest of the district.

**Cracking** – The fragmentation of a minority group among different districts so that it is a majority in none. Also known as “fracturing.”

**Fracturing** – *See* “cracking.”

**Homogeneous district** – A voting district with at least 90 percent population being of one minority group or of Anglo population.

**Ideal population** – The population that an ideal sized district would have for a given jurisdiction. Numerically, the ideal size is calculated by dividing the total population of the political subdivision by the number of seats in the legislative body.

**Majority minority district** – Term used by the courts for seats where an ethnic minority constitutes a numerical majority of the population.

**One person, one vote** – U.S. Constitutional standard articulated by the U.S. Supreme Court requiring that all legislative districts should be approximately equal in size.

**Packing** – A term used when one particular minority group is consolidated into one or a small number of districts, thus reducing its electoral influence in surrounding districts.

**Partisan gerrymandering** – The deliberate drawing of district boundaries to secure an advantage for one political party.

**PL 94-171** – The Public Law that requires the Census Bureau to release population data for redistricting. The data file, referred to as “PL 94-171”, was supposed to be released by April 1, 2021, although due to technical issues it was not released until August, is reported at the block level, and contains information on:

- Total population
- Voting age population
- By Race
- By Hispanic origin

**Racial gerrymandering** – The deliberate drawing of district boundaries to secure an advantage for one race.

**Retrogression** – The Section 5 standard (not applicable in this redistricting cycle) that considered whether a proposed new districting plan made it less likely a protected minority group could elect candidates of the group's choice.

**Section 2 of the Voting Rights Act** – The part of the federal Voting Rights Act that protects racial and language minorities from discrimination in voting practices by a state or other political subdivision.

**Section 5 of the Voting Rights Act** – The part of the federal Voting Rights Act that required certain states and localities (called “covered jurisdictions”) to preclear all election law changes with the U.S. Department of Justice (“DOJ”) or the federal district court for the District of Columbia before those laws may take effect. Not applicable this redistricting cycle.

***Shaw v. Reno*** – The first in a line of federal court cases in which the U.S. Supreme Court held that the use of race as a dominant factor in redistricting was subject to a “strict scrutiny” test under the Equal Protection Clause of the Fourteenth Amendment of the U.S. Constitution. This case and the line of Supreme Court cases that follows it establishes that race should not be used as a predominant redistricting consideration, but if it is, it must be used only to further a “compelling state interest” recognized by the courts and even then must be used only as minimally necessary to give effect to that compelling state interest (“narrow tailoring”).

**Spanish surnamed registered voters (SSRV)** – The Texas Secretary of State publishes voter registration numbers that show the percentage of registered voters who have Spanish surnames. It is helpful to measure Hispanic potential voting strength, although it is not exact.

**Total population** – The total number of persons in a geographic area. Total population is generally the measure used to determine if districts are balanced for one person, one vote purposes.

**Voting age population (VAP)** – The number of persons aged 18 and above. DOJ requires this to be shown in section 5 submissions. It is used to measure potential voting strength. For example, a district may have 50 percent Hispanic total population but only 45 percent Hispanic voting age population.

**Voter tabulation district (VTD)** – A voting precinct drawn using census geography. In most instances, especially in urban areas, VTDs and voting precincts will be the same. In rural areas, it is more likely they will not be identical.

## **ATTACHMENT E**

### **HYPOTHETICAL POPULATION DEVIATION CALCULATION**

### **Hypothetical Population Deviation Calculation**

Consider a hypothetical political subdivision with four districts and a total population of 40,000. The “ideal district” for this political subdivision would have a population of 10,000 (total population / number of districts). This is the target population for each district. The deviation of each district is measured against this ideal size.

Suppose the latest population data reveals that the largest district, District A, has 11,000 inhabitants. The deviation of District A from the ideal is thus 1000 persons, or 10 percent. Suppose also that the smallest district, District D, has 8000 inhabitants; it is underpopulated by 2000 persons compared to the ideal size. It thus has a deviation of –20 percent compared to the ideal size. The *maximum total deviation* is thus 30 percent. Since this is greater than the 10 percent range typically allowed by the courts for one person-one vote purposes, this hypothetical subdivision must redistrict in order to bring its maximum total deviation to within the legally permissible limits.

The following table illustrates this analysis:

<u>District</u>	<u>Ideal district</u>	<u>District total pop.</u>	<u>Difference</u>	<u>Deviation</u>
A	10,000	11,000	1000	+ 10.0 percent
B	10,000	10,750	750	+ 7.5 percent
C	10,000	10,250	250	+ 2.5 percent
D	10,000	8,000	- 2000	- 20.0 percent
Totals:	40,000	40,000	net= 0	net= 0 percent

Total maximum deviation = difference between most populous and least populous districts = 10 percent + 20 percent = 30 percent.

**ATTACHMENT F**

**ILLUSTRATIVE REDISTRICTING CRITERIA RESOLUTION**



## **ILLUSTRATIVE REDISTRICTING CRITERIA RESOLUTION**

(Here is an example of what the body of a resolution or ordinance adopting redistricting criteria might contain, but not including the footnotes. They are only included here by way of explanation to you of some of the criteria.)

The City Council will observe the following criteria, to the greatest extent possible, when drawing district boundaries:

1. Easily identifiable geographic boundaries should be followed.
2. Communities of interest should be maintained in a single district, where possible, and attempts should be made to avoid splitting neighborhoods.
3. Districts should be composed of whole voting precincts. Where this is not possible or practicable, districts should be drawn considering county election precincts. Avoid splitting census blocks unless necessary.
4. Although it is recognized that existing districts will have to be altered to reflect new population distribution, any districting plan should, to the extent possible, be based on existing districts.
5. Districts must be configured so that they are relatively equal in total population according to the 2020 federal census. In no event should the total population deviation between the largest and the smallest district exceed ten percent as compared to the ideal district size.
6. Districts should be compact and composed of contiguous territory. Compactness may contain a functional,<sup>1</sup> as well as a geographical, dimension.
7. Consideration may be given to the preservation of incumbent-constituency relations by recognition of the residence of incumbents and their history in representing certain areas.
8. The plan should be narrowly tailored to avoid racial gerrymandering in violation of *Shaw v. Reno*.

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<sup>1</sup> Functional compactness is a sometimes-controversial notion that has appeared in some cases. Basically, the concept is that compactness is not simply a matter of geography but can include considerations such as (1) the availability of transportation and communication, (2) the existence of common social and economic interests, (3) the ability of the districts to relate to each other, and (4) the existence of shared interests. We do not anticipate that we will rely heavily on functional compactness, but there may be instances in which it comes into play. For example, we might be able to draw a very geographically compact district by including land on both sides of a river. If, however, the nearest bridge is several miles away, our geographically compact district may not be functionally compact. Saying that compactness has a functional dimension gives us flexibility to address this type of situation.

9. The plan should not fragment<sup>2</sup> a geographically compact minority community or pack<sup>3</sup> minority voters in the presence of polarized voting so as to create liability under the Voting Rights Act.

The Council will review all plans considering these criteria and will evaluate how well each plan conforms to the criteria.

Any plan submitted by a citizen to the Council for its consideration should be a complete plan — *i.e.*, it should show the full number of districts and should redistrict the entire city. The Council may decline to consider any plan that is not a complete plan.

All plans submitted by citizens, as well as plans submitted by staff, consultants, and members of the Council should conform to these criteria.

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<sup>2</sup> Fragmenting or fracturing occurs when a geographically compact area of minority voters is split into two or more districts when, if the area had been put in a single district, minority voters would have had greater voting strength.

<sup>3</sup> Packing refers to concentrating excessively large numbers of minority voters in a single district. For example, if a district is drawn to be 90 percent African-American, that group's influence may be limited to that single district when, if it had been split, the group might have had an opportunity to elect candidates of their choice in two districts.

**ATTACHMENT G**

**ILLUSTRATIVE REDISTRICTING GUIDELINES RESOLUTION**

## **ILLUSTRATIVE REDISTRICTING GUIDELINES RESOLUTION**

(Here is an example of what the body of a resolution or ordinance adopting redistricting guidelines for public participation might contain.)

The following guidelines are to be followed by each person submitting a redistricting plan for consideration or submitting comments:

1. Proposed plans must be submitted in writing and be legible. If a plan is submitted orally, there is significant opportunity for misunderstanding, and it is possible that errors may be made in analyzing it. The City Council wants to be sure that all proposals are fully and accurately considered.
2. Any plan must show the total population and voting age population for African-Americans, Hispanics, Asians, and Anglo/Other for each proposed district, based on the 2020 Census Data. If a plan is submitted without a population breakdown, the Council may not have sufficient information to give it full consideration.
3. Plans should redistrict the entire entity, so the Council may consider the effect of any plan on the entire city. All plans are subject to the Voting Rights Act, which protects various racial and language minorities. Thus, as a matter of federal law, the Council will be required to consider the effect of any proposal on multiple racial and ethnic groups. If a plan does not redistrict the entire [county, city, district], it may be impossible for the Council to assess its impact on one or more protected minority groups.
4. Plans should conform to the criteria the Council will be using in drawing the precincts.
5. Comments must be submitted in writing and be legible, even if the person also makes the comments orally at a public hearing.
6. Persons providing comments and those submitting proposed plans must identify themselves by full name and home address and provide a phone number and, if available, an email address. The Council may wish to follow up on such comments or obtain additional information about submitted plans.
7. All comments and proposed plans must be submitted to the City Council [by the close of / no later than \_\_ days before] the public hearing.

This resolution shall be effective upon passage by the City Council.

## **ATTACHMENT H**

### **SUGGESTED INITIAL ASSESSMENT AGENDA ITEM LANGUAGE**

## **SUGGESTED INITIAL ASSESSMENT AGENDA ITEM LANGUAGE**

Here is suggested language for the agenda item for receiving the Initial Assessment and for adopting the two suggested resolutions (criteria, guidelines).

**Receive Initial Assessment regarding whether redistricting is required considering the new 2020 census data; and, if so, consider adoption of criteria to apply to development of new districting plans, and guidelines for public participation in the redistricting process.**

If your practice is to specifically post executive session items, you may wish to use this language:

**Executive Session. The City Council may go into executive session pursuant to Texas Government Code section 551.071 to receive advice from legal counsel regarding the City's redistricting obligations.**



# ADOPTING CRITERIA FOR REDISTRICTING

RS-21-135

October 19, 2021

# Background

2

- ❑ The City has engaged the law firm of Bickerstaff Heath Delgado Acosta to assist in redistricting
- ❑ City Council received a presentation from Bickerstaff on October 5
- ❑ A recommendation was given that City Council adopt redistricting criteria to:
  - ▣ Serve as a framework in forming and considering plans
  - ▣ Provide a means for evaluating proposed plans
  - ▣ Assist the City in complying with federal and state laws



# Recommended Criteria

3

- ❑ Follow easily identifiable geographic boundaries
- ❑ Maintain communities of interest and neighborhoods
- ❑ Compose districts of whole voting precincts
- ❑ Base the plan on existing districts
- ❑ Adopt districts of relatively equal size

# Recommended Criteria

4

- ❑ Draw districts that are compact and contiguous
- ❑ Keep existing incumbents in their districts
- ❑ Narrowly tailor the plan to comply with the Voting Rights Act
- ❑ Avoid fragmenting a geographically compact minority community or packing minority voters

# Alternatives

5

- ☐ Decline to adopt the criteria
- ☐ Adopt the recommended criteria

# Recommendation

6

- Staff recommends that the City Council adopt the criteria recommended by the Bickerstaff firm for redistricting city council districts.



# City of Killeen

## Legislation Details

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**File #:** RS-21-136      **Version:** 1      **Name:** Redistricting Guidelines  
**Type:** Resolution      **Status:** Resolutions  
**File created:** 10/6/2021      **In control:** City Council  
**On agenda:** 10/26/2021      **Final action:**  
**Title:** Consider a memorandum/resolution adopting guidelines for submitting redistricting proposals and providing comments for the 2021 redistricting process.  
**Sponsors:** City Manager Department, City Attorney Department  
**Indexes:**  
**Code sections:**  
**Attachments:** [Staff Report](#)  
[Resolution](#)  
[Presentation](#)

Date	Ver.	Action By	Action	Result
10/19/2021	1	City Council Workshop		



## STAFF REPORT

**DATE:** October 19, 2021

**TO:** Kent Cagle, City Manager

**FROM:** Traci Briggs, City Attorney

**SUBJECT:** Adopting guidelines for submitting redistricting proposals and providing comments

### **BACKGROUND AND FINDINGS:**

The law firm of Bickerstaff Heath Delgado Acosta has been engaged to assist the City in redistricting its city council districts following the 2020 Census. On October 5, 2021, Gunnar Sequist with the Bickerstaff firm presented the Initial Assessment. At that time, Mr. Sequist discussed the process for developing plans, as well as accepting plans from the public. The importance of adopting guidelines for any plan submitted and public comments was also discussed.

The attached resolution would adopt guidelines for plans and comments. The principles include:

- Plans must be written and legible
- Plans must show total population and voting age population for African-Americans, Hispanics, Asians, and Anglo-Other for each proposed district based on the 2020 Census data
- The entire City must be included in submitted redistricting plans
- Plans must comply with the criteria adopted by the City Council for the redistricting process
- Comments must be submitted in writing and be legible
- Those submitting comments or proposals must provide their name, address and phone number, and an email address if available
- All comments must be received by the City Council by the close of the public hearing

### **THE ALTERNATIVES CONSIDERED:**

The City Council may decline to adopt the guidelines for proposals and comments, or the City Council may adopt the guidelines.

### **Which alternative is recommended? Why?**

Staff recommends adopting the guidelines as recommended by Bickerstaff. The guidelines will ensure the comments and proposals are of maximum assistance to the City Council.

### **CONFORMITY TO CITY POLICY:**

This item complies with city policy.

**FINANCIAL IMPACT:**

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

There is not fiscal impact associated with this item.

**Is this a one-time or recurring expenditure?**

N/A

**Is this expenditure budgeted?**

N/A

**If not, where will the money come from?**

N/A

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

N/A

**RECOMMENDATION:**

Staff recommends that the City Council adopt the guidelines for redistricting plans and comments for the 2021 redistricting process.

**DEPARTMENTAL CLEARANCES:**

**ATTACHED SUPPORTING DOCUMENTS:**

Resolution

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KILLEEN, TEXAS ADOPTING GUIDELINES FOR PERSONS SUBMITTING SPECIFIC REDISTRICTING PROPOSALS AND PROVIDING COMMENTS FOR THE 2021 REDISTRICTING PROCESS.**

WHEREAS, this City Council of the City of Killeen has certain responsibilities for redistricting the City's councilmember districts under federal and state law including but not limited to Amendments 14 and 15 to the United States Constitution, U.S.C.A. and Section 2 of the Voting Rights Act, 52 U.S.C.A. §10301; Art. II, Section 8 of the City's Charter; and Tex. Gov't Code Ann. §§ 2058.001 and 2058.002; and

WHEREAS, it is necessary to provide for the orderly consideration and evaluation of redistricting plans which may come before the Council; and

WHEREAS, these guidelines relate to persons who have specific redistricting plans they wish the Council to consider; and

WHEREAS, the Council also welcomes any comments relevant to the redistricting process;

NOW, THEREFORE, BE IT RESOLVED that, in order to make sure that any comments regarding the redistricting process and any redistricting plan that might be submitted are of maximum assistance to the City Council in its decision-making process, the City Council hereby sets the following guidelines to be followed by each person submitting a comment or a redistricting plan for consideration:

1. Proposed plans must be submitted in writing and be legible. If a plan is submitted orally, there is significant opportunity for misunderstanding, and it is possible that errors may be made in analyzing it. The City Council wants to be sure that all proposals are fully and accurately considered.
2. Any plan must show the total population and voting age population for African-Americans, Hispanics, Asians, and Anglo/Other for each proposed single-member city council district based on the 2020 Census Data. If a plan is submitted without a population breakdown, the City Council may not have sufficient information to give it full consideration.
3. Plans should redistrict the entire City. The City Council will be considering the effect of any plan on the entire City. Any plan is subject to the Voting Rights Act, which protects various racial and language minorities. Thus, as a matter of federal law, the City Council will be required to consider the effect of any proposal on multiple racial and ethnic groups. If a plan does not redistrict the entire City, it may be impossible for the City Council to assess its impact on one or more protected minority groups.



4. Plans should conform to the redistricting criteria the Council will be using in drawing the single-member city council districts.
5. Comments must be submitted in writing and be legible, even if the person also makes the comments orally at a public hearing.
6. Persons providing comments and those submitting proposed plans must identify themselves by full name and home address and provide a phone number and, if available, an email address. The City Council may wish to follow up on such comments or obtain additional information about submitted plans.
7. All comments and proposed plans must be submitted to the City Council by the close of the public hearing.

This resolution shall be effective upon passage by the City Council.

**PASSED AND APPROVED** at a regular meeting of the City Council of the City of Killeen, Texas, this 26<sup>th</sup> day of October, 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

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Jose L. Segarra, MAYOR

ATTEST:

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Lucy C. Aldrich, CITY SECRETARY

APPROVED AS TO FORM

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Traci S. Briggs, CITY ATTORNEY



# ADOPTING GUIDELINES FOR REDISTRICTING PLANS AND COMMENTS

RS-21-136

October 19, 2021

# Background

2

- ❑ The City has engaged the law firm of Bickerstaff Heath Delgado Acosta to assist in redistricting
- ❑ City Council received a presentation from Bickerstaff on October 5
- ❑ A recommendation was given that City Council adopt guidelines for all plans to be considered as well as all public comments received

# Guidelines for Plans

3

- ❑ Must be written and legible
- ❑ Must show total population and voting age population for African-Americans, Hispanics, Asians, and Anglo-Other for each proposed district
- ❑ The entire city must be included in submitted redistricting plans
- ❑ Must comply with criteria adopted by the City Council

# Guidelines for Comments

4

- ❑ Must be submitted in writing and be legible
- ❑ All comments must be received by the City Council by the close of the public hearing

# General Guidelines

5

- ▣ Those submitting plans or comments must provide
  - Name
  - Address
  - Phone number
  - Email (if available)

# Alternatives

6

- ❑ Decline to adopt the guidelines for plans and comments
- ❑ Adopt the guidelines for plans and comments

# Recommendation

7

- Staff recommends that the City Council adopt the guidelines for redistricting plans and comments for the 2021 redistricting process.





# City of Killeen

## Legislation Details

<b>File #:</b>	PH-21-054	<b>Version:</b>	1	<b>Name:</b>	VA 21-02
<b>Type:</b>	Ordinance/Public Hearing		<b>Status:</b>	Public Hearings	
<b>File created:</b>	7/27/2021		<b>In control:</b>	City Council	
<b>On agenda:</b>	10/26/2021		<b>Final action:</b>		
<b>Title:</b>	HOLD a public hearing and consider an ordinance approving a written service agreement and the annexation of approximately 19.738 acres of land out of the out of the T. Arnold Survey, Abstract 55; J. W. Morton Survey, Abstract 587; and J. H. Lewis Survey, Abstract 536; lying contiguous to the existing city limits, being generally located approximately 120 feet south of Prewitt Ranch Road and approximately 1,550 feet east of Clear Creek Road, Killeen, Texas.				
<b>Sponsors:</b>	Development Services				
<b>Indexes:</b>					
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">Staff Report</a> <a href="#">Petition for Voluntary Annexation</a> <a href="#">Maps</a> <a href="#">Ordinance</a> <a href="#">Service Agreement</a> <a href="#">Presentation</a>				

Date	Ver.	Action By	Action	Result
10/19/2021	1	City Council Workshop		



## STAFF REPORT

**DATE:** October 19, 2021

**TO:** Kent Cagle, City Manager

**FROM:** Tony D. McIlwain, AICP, CFM, Exec. Dir. of Planning & Dev. Services

**SUBJECT:** Consider an ordinance approving a written service agreement and the annexation of approximately 19.738 acres of land lying contiguous to the existing city limits, being generally south of Prewitt Ranch Road and east of Clear Creek Road, Killeen, Texas.

### **BACKGROUND AND FINDINGS:**

On July 7, 2021, the Development Services Department received a petition for voluntary annexation from Mr. Ray Fread, represented by Mr. Josh Welch. The subject tract is comprised of 19.738 acres and is located contiguous to the existing city limits south of Prewitt Ranch Road and east of Clear Creek Road, Killeen, Texas. The owner is making the request to have the property annexed into the corporate limits of Killeen. At the September 7<sup>th</sup> City Council Workshop, the Council directed the City Manager to negotiate a written service agreement for the provisions of municipal services in the area.

### **Annexation Process:**

**Sec. 43.0672 of the Texas Local Government Code:** If the City Council elects to annex an area upon request of the owners of the area, the City must first negotiate a written agreement with the owners of land in the area for the provision of services in the area. The agreement must include a list of each service the municipality will provide on the effective date of the annexation, and a schedule that includes the period within which the municipality will provide each service that is not provided on the effective date of the annexation. The City is not required to provide services that are not included in the agreement. [Note: there is no statutory time period in which to complete this action.]

**Sec. 43.0673 of the Texas Local Government Code:** Before a municipality may adopt an ordinance annexing an area under this subchapter, the City Council must conduct one public hearing. Notice of the public hearing must be published in the newspaper on or after the 20<sup>th</sup> day, but before the 10<sup>th</sup> day before the date of the public hearing, and posted on the City's website on or after the 20<sup>th</sup> day but before the 10<sup>th</sup> day before the date of the hearing, and must remain posted until the date of the hearing.

Notice of the Public Hearing was published in the Killeen Daily Herald on October 10, 2021 and posted on the City's website on October 6, 2021.

**Sec. 43.905 of the Texas Local Government Code:** The City must provide written notice of the proposed annexation to the Killeen Independent School District during the notification period.

The notice to the School District must contain a description of the area within the District proposed for annexation; any financial impact on the district resulting from the annexation, including any changes in utility costs; and any proposal the City has to abate, reduce, or limit any financial impact on the district.

Written notice to the Killeen Independent School District was provided in accordance with these requirements on October 6, 2021.

**Sec. 43.9051 of the Texas Local Government Code:** The City must provide written notice of the proposed annexation to each public entity that provides services to the area proposed for annexation during the notification period. "Public entity" includes Bell County, fire protection service providers, volunteer fire departments, emergency medical services providers, or special districts.

Written notice was provided to Bell County on October 6, 2021 in accordance with this requirement.

#### **THE ALTERNATIVES CONSIDERED:**

The City Council may approve or disapprove the written service agreement and annexation ordinance.

#### **Which alternative is recommended? Why?**

Staff recommends approval of the written service agreement and the annexation ordinance. The annexation request is minor in size and anticipated scale of development.

#### **CONFORMITY TO CITY POLICY:**

The request for voluntary annexation conforms with current state law.

#### **FINANCIAL IMPACT:**

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

There are no expenditures expected in the current fiscal year. Based on the size of the tract, municipal expenditures will be minimal for the 19.738 acre area.

#### **Is this a one-time or recurring expenditure?**

Municipal expenditures would be a recurring cost.

#### **Is this expenditure budgeted?**

It is not budgeted within the current fiscal year.

#### **If not, where will the money come from?**

Future expenditures will come from the General Fund, Water & Sewer, Solid Waste, Drainage and Street Maintenance funding sources as necessary.

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

Yes.

**RECOMMENDATION:**

Staff recommends that the City Council approve the written service agreement and annexation ordinance.

**DEPARTMENTAL CLEARANCES:**

City Attorney

**ATTACHED SUPPORTING DOCUMENTS:**

Petition for Voluntary Annexation  
Maps  
Ordinance  
Written Service Agreement

TO THE MAYOR AND GOVERNING BODY OF THE CITY OF KILLEEN, TEXAS,  
A HOME RULE MUNICIPALITY:

The undersigned owner of the hereinafter described tract of land, which is vacant and without residents, hereby petitions your Honorable Body to extend the present city limits so as to include as part of the **City of Killeen**, Texas (Local Government Code §43.028) the following described territory, to wit:

See attached Exhibit A

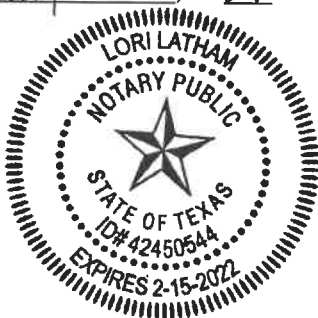
The undersigned certifies that the above described land is contiguous and adjacent to the **City of Killeen**, is not more than one-half (1/2) mile in width, is vacant and without residents and on which fewer than three qualified voters reside.

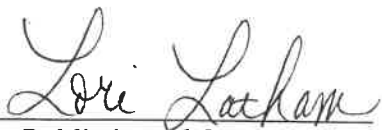
  
LANDOWNER

THE STATE OF TEXAS     §  
  §  
COUNTY OF Comrell     §

Before me, the undersigned authority, on this day personally appeared Ray Fread, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 7th day of July, 2021.

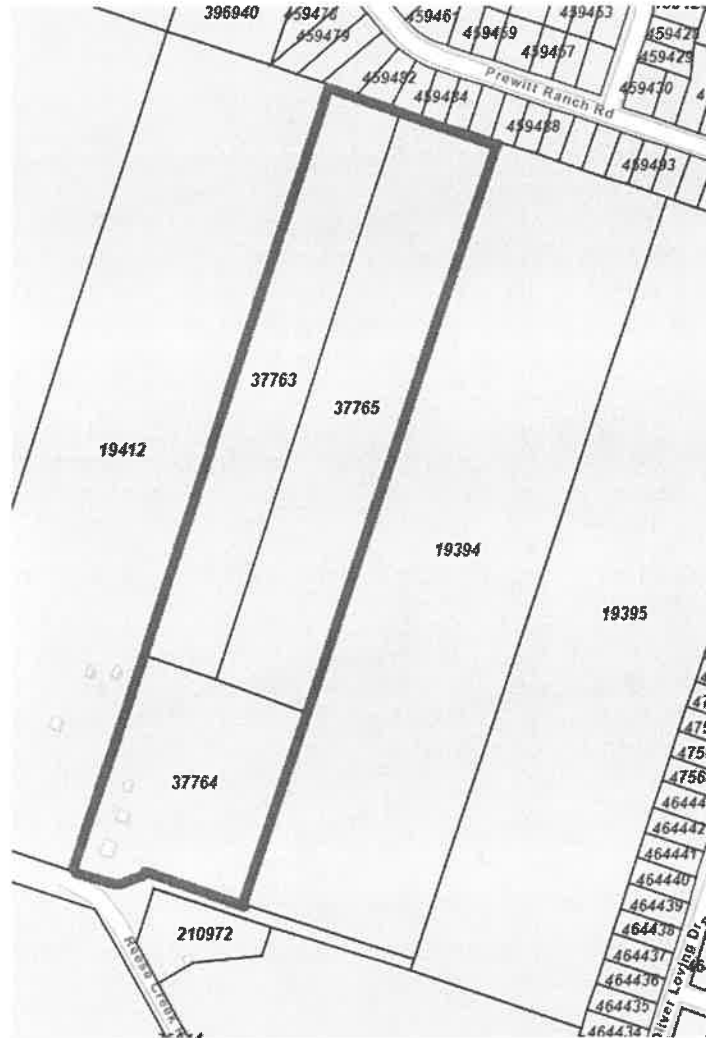


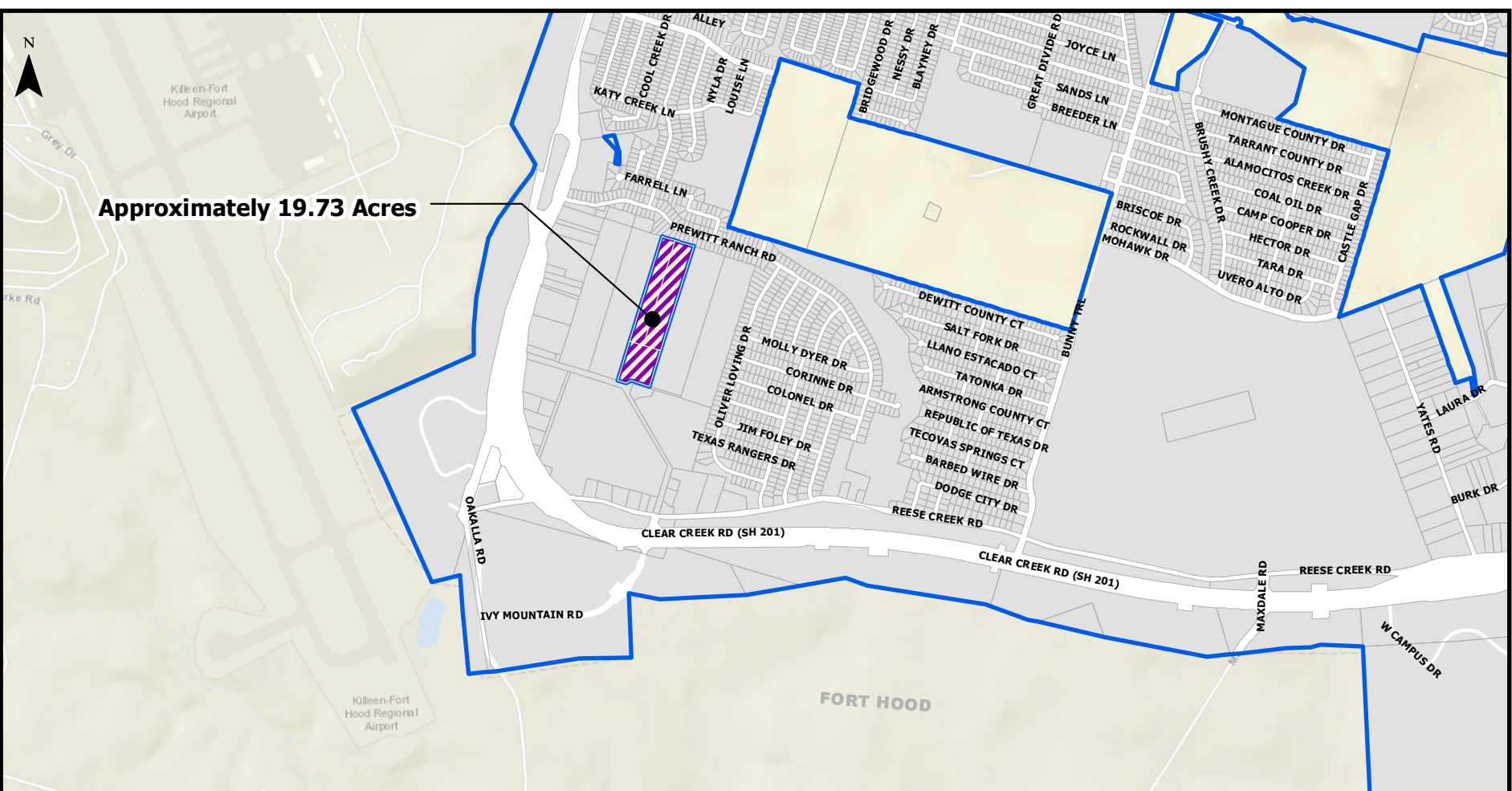
  
Notary Public in and for the  
State of Texas

Printed Name: Lori Latham  
Commission Expires: 2-15-22

## Exhibit A

The tract is Bell County Tax Parcel ID numbers 37763, 37764, and 37765 and outlined in blue below.





Approximately 19.73 Acres

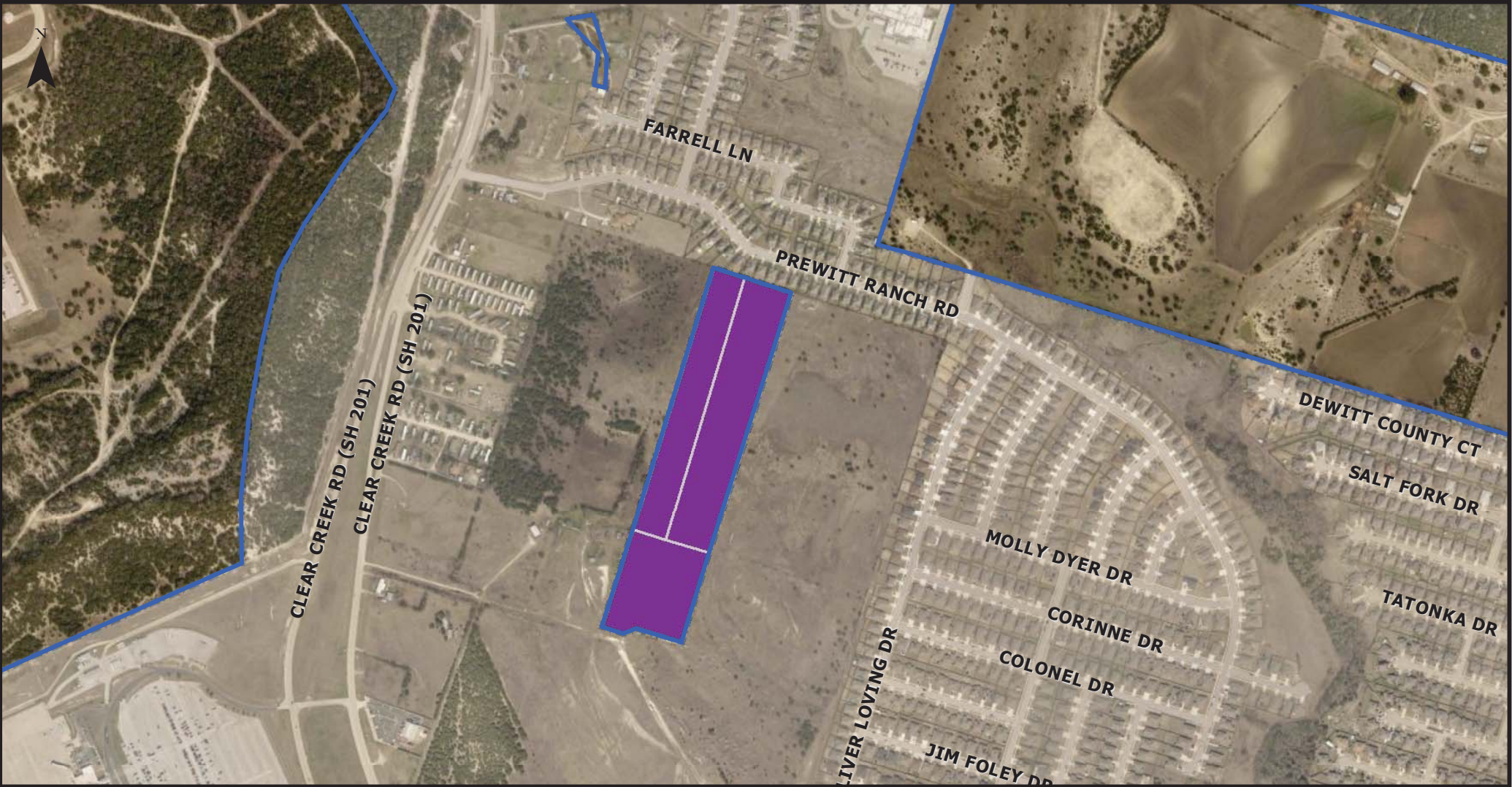
Legend

-  Killeen City Limits
-  Annexation Location

Annexation Map - VA21-02 JW

1 inch = 2,083 feet





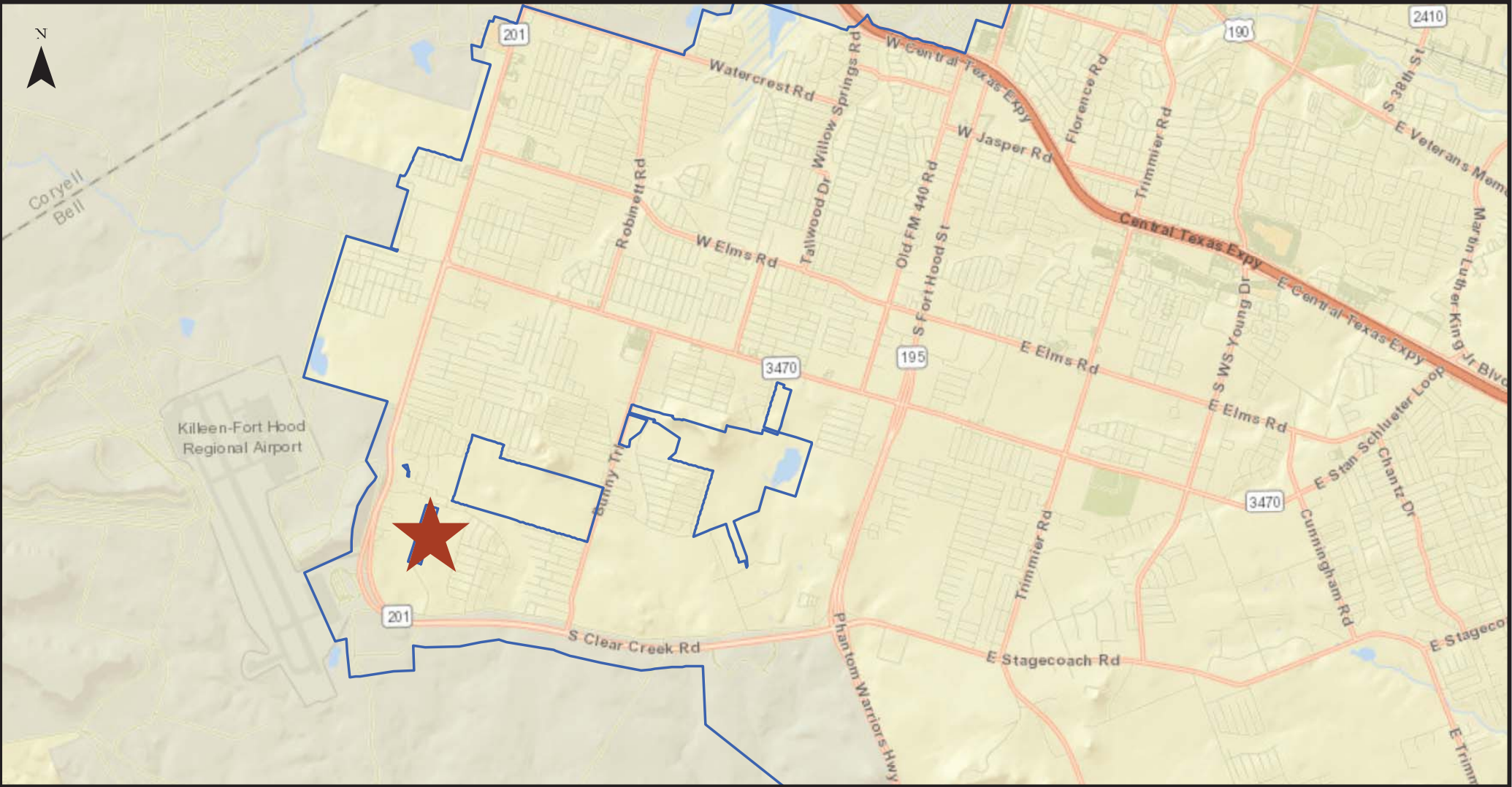
Legend

-  Killeen City Limits
-  Annexation Location



Annexation Map - VA21-02 JW

1 inch = 833 feet





**Legend**

-  Killean City Limits
-  Annexation Location

**Annexation Location Map - VA21-02 JW**

1 inch = 5,280 feet

**AN ORDINANCE OF THE CITY OF KILLEEN EXTENDING THE CORPORATE LIMITS OF THE CITY OF KILLEEN, BELL COUNTY, TEXAS, TO INCLUDE LAND LYING ADJACENT TO THE PRESENT CITY LIMITS, BEING APPROXIMATELY 19.738 ACRES OF LAND OUT OF THE T. ARNOLD SURVEY, ABSTRACT 55; J. W. MORTON SYRVEY, ABSTRACT 587; AND J. H. LEWIS SURVEY, ABSTRACT 536; DECLARING SAID LAND TO BE A PART OF SAID CITY; DECLARING SAID LAND AND ITS INHABITANTS AND ANY FUTURE INHABITANTS OF SAID LAND TO BE ENTITLED TO ALL THE RIGHTS AND PRIVILEGES OF OTHER LANDS AND CITIZENS OF THE CITY AND TO BE BOUND BY THE ACTS AND ORDINANCES OF THE CITY; PROVIDING FOR WAIVER OF CERTAIN FEES DURING THE FIRST YEAR OF INCORPORATION; EXTENDING DISTRICT BOUNDARIES; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR THE REPEAL OF CONFLICTING PROVISIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.**

**WHEREAS**, the City Council of the City of Killeen, pursuant to Article II, Section 7 of the Charter, is authorized to extend the boundary lines of the City and annex additional territory adjacent to the City of Killeen upon petition; and

**WHEREAS**, the City has received a petition for voluntary annexation for an area being approximately 19.738 acres in size lying contiguous to the existing city limits, being generally located approximately 120 feet south of Prewitt Ranch Road and approximately 1,550 feet east of Clear Creek Road, Killeen, Texas; and

**WHEREAS**, the area to be annexed, as described in this ordinance, is within the extraterritorial jurisdiction of the City of Killeen; and is either adjacent to and contiguous with the existing boundary limits; and

**WHEREAS**, in compliance with the Local Government Code §43.0672 et seq., a written service agreement has been prepared, required newspaper publications have been given, written notices to the public school district and county have been given, and public hearing conducted;

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

**SECTION I:** That on and after the effective date of this ordinance, the city limits of the City of Killeen, Texas, shall be and they are hereby extended to include certain lands lying adjacent and contiguous to the city limits of said City of Killeen as they existed prior to the effective date of this ordinance; such land being more particularly described as approximately 19.738 acres out of the T. Arnold Survey, Abstract 55; J. W. Morton Survey, Abstract 587; and J. H. Lewis Survey, Abstract 536; lying contiguous to the existing city limits, being generally located approximately 120 feet south of Prewitt Ranch Road and approximately 1,550 feet east of Clear Creek Road, Killeen, Texas.

**SECTION II:** It is declared that the lands thereby annexed and described in Section I hereof are and shall hereafter be a part of the City of Killeen, Bell County, Texas and it is hereby further declared that said lands and the present and future inhabitants thereof are hereafter entitled to all the rights and privileges as other lands and other citizens of the City of Killeen which are similarly situated and shall be bound by the acts and ordinances of the City of Killen, Texas.

**SECTION III:** It is further declared that the above described properties shall be zoned "A" Agriculture on the effective date of this ordinance, pursuant to Section 31-124(a) of the Code of Ordinances of the City.

**SECTION IV:** That the written service agreement for the annexed area is hereby adopted as a part of this ordinance.

**SECTION V:** It is further declared that the boundary of the City of Killeen City Council District 4 be extended by the land contained within the annexation tract.

**SECTION VI:** That all ordinances or resolutions or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict or amended as specified herein to the extent of any conflict.

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

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

**SECTION IX:** That this ordinance shall be effective on October 26, 2021, after its passage and publication according to the Killeen City Charter and State Law.

**PASSED AND APPROVED** at a regular meeting of the City Council of the City of Killeen, Texas, this 26<sup>th</sup> day of October 2021, at which meeting a quorum was present, held in accordance with the provisions of the Texas Open Meetings Act, Texas Government Code Chapter 551, as amended.

**APPROVED:**

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**Jose L. Segarra, MAYOR**

**ATTEST:**

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**Lucy C. Aldrich, CITY SECRETARY**

**APPROVED AS TO FORM**

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**Traci S. Briggs, CITY ATTORNEY**  
Ord. #21-\_\_\_\_

**MUNICIPAL SERVICES AGREEMENT  
BETWEEN THE CITY OF KILLEEN, TEXAS AND  
RAY FREAD**

This Municipal Services Agreement ("Agreement") is entered into on the 26<sup>th</sup> day of October, 2021, by and between the City of Killeen, Texas, a home-rule municipality of the State of Texas, ("City") and Ray Fread, ("Owner").

**RECITALS**

The parties agree that the following recitals are true and correct and form the basis upon which the parties have entered into this Agreement.

**WHEREAS**, Section 43.0671 of the LGC ("LGC") permits the City to annex an area if each owner of land in an area requests the annexation;

**WHEREAS**, where the City elects to annex such an area, the City is required to enter into a written agreement with the property owner(s) that sets forth the City services to be provided for the Property on or after the effective date of annexation;

**WHEREAS**, Owner owns certain parcels of land situated in Bell County, Texas, which consists of approximately 19.738 acres of land in the City's extraterritorial jurisdiction, such property being more particularly described and set forth in Exhibit A and Exhibit B attached and incorporated herein by reference ("Property");

**WHEREAS**, Owner has filed a written request with the City for full-purpose annexation of the Property, identified as Annexation Case No. VA-21-02 ("Annexation Case");

**WHEREAS**, City and Owner desire to set out the City services to be provided for the Property on or after the effective date of annexation;

**WHEREAS**, the Annexation Case and execution of this Agreement are subject to approval by the Killeen City Council; and

**NOW THEREFORE**, in exchange for the mutual covenants, conditions and promises contained herein, City and Owner agree as follows:

- 1. PROPERTY.** This Agreement is only applicable to the Property, which is the subject of the Annexation Case.
- 2. INTENT.** It is the intent of the City that this Agreement provide for the delivery of full, available municipal services to the Property in accordance with state law, which may be accomplished through any means permitted by law.

- 3. MUNICIPAL SERVICES.** Commencing on the effective date of annexation, the City will provide the municipal services set forth below. As used in this Agreement, “providing services” includes having services provided by any method or means by which the City may extend municipal services to any other area of the City, including the City's infrastructure extension policies and developer or property owner participation in accordance with applicable city ordinances, rules, regulations, and policies.

**Fire Protection** – The City’s Fire Department will provide emergency and fire protection services in the annexation area, commencing on the effective date of the annexation. These services include:

- fire suppression and rescue;
- emergency medical services;
- hazardous materials mitigation and regulation;
- emergency prevention and public education services;
- construction plan review;
- inspections; and
- emergency management planning.

These services are provided on a citywide basis and the Killeen Fire Department will provide fire protection and prevention services to the annexation area with the same level of service being provided to other comparable areas of the City. The National Fire Protection Association creates and maintains private, copyrighted standards and codes for usage and adoption by local governments. Standards pertinent to the referenced annexations are as follows:

#### **Standard 1710**

##### **5.2.4.1: Initial Arriving Company:**

“The fire department’s fire suppression resources shall be deployed to provide for the arrival of an engine company within a 240-second travel time to 90 percent of the incidents as established in Chapter 4.”

##### **5.2.4.2: Initial Full Alarm Assignment Capability:**

“The fire department shall have the capability to deploy an initial full alarm assignment within a 480-second travel time to 90 percent of the incidents as established in Chapter 4.”

The annexation area will fall within the response area of Station 8 which is located at 7252 East Trimmier Road and houses one EMS unit, one paramedic equipped fire pumper and Battalion 2 Command unit. With response from a Station 8 unit, the estimated response time to the entry of the annexed property would be 4 minutes. Should an in-house unit be on another call, a secondary unit will be dispatched from another fire station with an average estimated arrival time of 2 minutes after dispatch from Harker Heights Station 2 in accordance with the signed Automatic Aid Agreement.

**Police Protection** – The City’s Police Department will provide protection and law enforcement services in the annexation area, commencing on the effective date of annexation. These services include:

- normal patrols and responses;
- handling of complaints and incident reports; and
- special units, such as traffic enforcement, criminal investigations, narcotics and gang suppression, and special weapons tactics team.

The City’s Police Department will provide service to the annexation area with the same level of service now being provided to other comparable areas of the City. The Department anticipates that there would be very minimal impact on patrol calls for service, criminal investigations, etc. During the building process, there would be a minor increase in patrols, a minimal increased use of fuel, and possibly calls for property crime investigations.

**Planning and Development Services** – The City’s Planning and Development Services Department will provide comprehensive planning, land use and development, building permit review and inspection services, and code enforcement services in accordance with all applicable laws, rules, and regulations.

**Publicly Owned Parks, Facilities, and Buildings** – Residents of the Property will be permitted to utilize all existing publicly-owned and available parks, facilities (including, community service facilities, libraries, swimming pools, etc.), and buildings throughout the City. Any private parks, facilities, and buildings will be unaffected by the annexation; provided, however, that the City will provide for maintenance and operation of the same upon acceptance of legal title thereto by the City and appropriations therefor. In the event the City acquires any other parks, facilities, or buildings necessary for City services within the Property, the appropriate City department will provide maintenance and operations of the same.

**Drainage Utility Services** – Drainage utility services provided by the City of Killeen’s Public Works Department will begin immediately upon annexation for developed parcels and after platting for undeveloped parcels. The drainage utility services provided to the annexation area will be equal to the service being provided to other areas of the City. The annexation area will be provided maintenance service for public rights of ways, public drainage easements and public drainage tracts at the same frequency of service as other areas of the City.

Drainage Utility services shall be provided in accordance with the City of Killeen Code of Ordinances, Chapter 32, for drainage utility customers:

- drainage maintenance – in accordance with City of Killeen’s Drainage Master Plan and Chapters 8 and 32 of the Killeen Code of Ordinances;
- inspection and permit previews – in accordance with City of Killeen’s Drainage Design Manual (DDM), Infrastructure Design and Development Standards Manual (IDDSM) and Chapters 26, 31, and 32 of the Killeen Code of Ordinances;

- public education and outreach – in accordance with the City of Killeen’s Municipal Separate Storm Sewer (MS4) Permit;
- emergency response – in accordance with City of Killeen’s Drainage Master Plan and Chapter 32 of the Killeen Code of Ordinances; and
- right-of-way (R-O-W) Maintenance to include Street Sweeping within public rights-of-way – in accordance with Chapter 8 of the Killeen Code of Ordinances and the City of Killeen’s MS4.

**Street Services** – The Street Operations Division of the Public Works Department will maintain public streets over which the City has jurisdiction. These services include:

- emergency pavement repair;
- ice and snow monitoring of major thoroughfares;
- repair maintenance of public streets on an as-needed basis;
- traffic control signals; and
- right-of-way maintenance.

Public roads and streets in the annexation area will be included in the City’s preventive maintenance program. Preventive maintenance projects are prioritized on a citywide basis and scheduled based on a variety of factors, including surface condition, age, traffic volume, functional classification, and available funding. The Streets Operations Division will also provide regulatory traffic signage. Engineering studies to determine if traffic control devices are warranted will be conducted as needed, in conjunction with growth and increased traffic volumes. Anticipated future development within the annexation area will generate the requirement to construct streets in compliance with the City of Killeen development standards and requirements published in the Killeen Code of Ordinances and Public Works Department practices, as may be amended. Street lighting will be installed by property developers as development in the area warrants. Upon development of the annexation area, street maintenance fees will be charged in accordance with City of Killeen Code of Ordinances Chapter 25.

**Water and Wastewater Services** – The City of Killeen strives to provide comparable levels of service in all areas of the City, allowing for differences in population density, land use, and topography. The annexed area is vacant; however, depending on future zoning requests for the property, the development of the property may include single-family or two-family residential lots. As the population density increases and land use patterns change, the City will provide comparable water and sewer services as in other comparable areas of the City.

Water and wastewater utility availability addresses the accessibility to a sufficient supply of water and the capacity of the wastewater system to accept and treat wastewater. The extension of utilities to any area of the City, to include the annexation area, is based on the Water and Wastewater Master Plan and the utility extension policy contained in Chapter 26, Article IV, Division 3, Section 26-111, of the Killeen Code of Ordinances as amended. Developers of property in the annexation area will be required to extend necessary utilities to support their development in accordance with the Killeen Code of Ordinances and Public Works Department practices, as may be amended.



The following is a summary of the City of Killeen Water and Wastewater Utility Service Extension Policy.

1. The intent and purpose of the water and wastewater extension policy is to provide equitable charges for water and sewer connections as a proportionate distribution of the cost of the water and sewer main extensions to serve property within the city.
2. If the existing city utility facilities are not within or adjacent to the development, the developer shall construct the necessary extension of water and sewer mains, force mains, and lift stations, including all valves, manholes, and piping necessary to serve any future development of abutting property.
3. The developer's engineer shall prepare a proposed plan of service for the subdivision and property along the extension, which shall be reviewed by the plat review committee. These facilities shall be constructed in accordance with the Water and Wastewater Master Plan (as amended).
4. It is the general policy of the city that water and sewer mains should be large enough to serve all the lots platted and, should the city determine oversizing is necessary, the city may participate in those lines greater than 8" for water and greater than 10" for sewer.
5. All utilities shall be required to extend across the full width of the last lot platted on each street proposed within the development, in such an alignment that it can be extended to the next property in accordance with the master sewer and water plans for the city, provided such plan(s) exist.
6. Properties already served by water and sewer shall not be required to install additional facilities unless, the current lines are not of adequate capacity to serve the proposed development; in which case the applicant will be required to install adequate facilities.
7. Every lot of a plat shall have direct access to the water and sewer system. Utility service shall be from a water/sewer main located in an abutting right-of-way or through easements from the lot to a water/sewer main.
8. The City provides a "pro rata" program that in some instances allows a person to recover some costs of extending a line from the point of availability to the person's property, thereby reducing the economic impact on the person constructing the line.

Under limited circumstances, the City of Killeen Executive Director of Public Works may allow the continued use of or the establishment of an on-site sewage facility in locations where sanitary sewer service is not readily available. Such on-site sewage facilities must be permitted by the Bell County Health Department. Generally, sewer service shall be considered available when City owned infrastructure is located at a distance not to exceed 1,000 feet that can accept gravity flow.

Water Utilities – It is the intent of the City of Killeen to provide water utility services to the annexation area in an expedient and orderly manner. This plan provides continued quality service while minimizing the utility rate impact to both the newly acquired citizens as well as the existing customers of the City’s utility system.

There are three options for water to this site:

1. A 12-inch water main located approximately 200 feet to the north along Prewitt Ranch Road;
2. A 12-inch water main located approximately 1,070 feet to the east along Oliver Loving Dr.; or
3. A 16-inch water main located approximately 1,300 feet to the west along SH 201.

Each of these options can adequately serve this property. The annexed area is located in the Airport Pressure Plane, which has an overflow elevation of 1,165 feet.

Sewer Utilities – It is the intent of the City of Killeen to provide sewer utility services to the annexation area in an expedient and orderly manner. This plan provides continued quality service while minimizing the utility rate impact to both the newly acquired citizens as well as the existing customers of the City’s utility system.

There is a 12-inch sewer main approximately 1,000 feet to the southeast along Oliver Loving Dr. that can adequately serve this property.

**Solid Waste Services** – Solid Waste services provided by the City of Killeen’s Solid Waste Services Department will begin immediately upon annexation. The solid waste collection and disposal services provided to the annexation area will be equal to the service being provided to other areas of the City. The annexation area will be provided collection service at the same frequency of service as other areas of the City.

Services shall be provided in accordance with the City of Killeen Code of Ordinances, Chapter 24, for residential and commercial customers:

- garbage collection – in accordance with City of Killeen “pay-as-you-throw” guidelines and Chapter 24 of the Killeen Code of Ordinances;
- recycling – access to City of Killeen Recycling Center;
- yard waste and brush collection;
- special collection services;
- commercial service is provided on subscription basis from the City.

**Other Services** – The City of Killeen will provide other City Services to the annexation area, such as animal services, library, municipal court and general administration services at the same level of service now being provided to other areas of the City with similar population density and land use. It is understood and agreed that the City is not required to provide a service that is not included in this Agreement. Owner understands and acknowledges that the City departments listed above may change names or be re-organized by the City Manager. Any reference to a specific department also includes any subsequent City department that will provide the same or similar services.

4. **AUTHORITY.** City and Owner represent that they have full power, authority and legal right to execute, deliver and perform their obligations pursuant to this Agreement. Owner acknowledges that approval of the Annexation Case is within the sole jurisdiction of the City Council. Nothing in this Agreement guarantees favorable decisions by the City Council.
5. **SEVERABILITY.** If any part, term, or provision of this Agreement is held by the courts to be illegal, invalid, or otherwise unenforceable, such illegality, invalidity, or unenforceability will not affect the validity of any other part, term or provision, and the rights of the parties will be construed as if the part, term, or provision was never part of the Agreement.
6. **INTERPRETATION.** The parties to this Agreement covenant and agree that in any litigation relating to this Agreement, the terms and conditions of the Agreement will be interpreted according to the laws of the State of Texas. The parties acknowledge that they are of equal bargaining power and that each of them was represented by legal counsel in the negotiation and drafting of this Agreement.
7. **GOVERNING LAW AND VENUE.** Venue shall be in the state courts located in Bell County, Texas or the United States District Court for the Western District of Texas, Waco Division and construed in conformity with the provisions of Texas Local Government Code Chapter 43.
8. **NO WAIVER.** The failure of either party to insist upon the performance of any term or provision of this Agreement or to exercise any right granted hereunder shall not constitute a waiver of that party's right to insist upon appropriate performance or to assert any such right on any future occasion.
9. **GOVERNMENTAL POWERS.** It is understood that by execution of this Agreement, the City does not waive or surrender any of its governmental powers or immunities.
10. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.
11. **CAPTIONS.** The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.
12. **AGREEMENT BINDS SUCCESSORS AND RUNS WITH THE LAND.** This Agreement is binding on and inures to the benefit of the parties, their successors, and assigns. The term of this Agreement constitutes covenants running with the land comprising the Property and is binding on the Owner.
13. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties and supersedes all prior oral and written agreements between said parties. This Agreement shall not be amended unless executed in writing by both parties.

Executed as of the day and year first above written to be effective on the effective date of annexation of the Property.

**CITY OF KILLEEN**

**RAY FREAD**

By: \_\_\_\_\_  
Jose L. Segarra  
Mayor

By: \_\_\_\_\_

Approved as to Form:

\_\_\_\_\_  
Traci S. Briggs  
City Attorney

Attest:

\_\_\_\_\_  
Lucy C. Aldrich  
City Secretary

Ordinance No. \_\_\_\_\_

**State of Texas** §  
**County of Bell** §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2021,  
by Jose L. Segarra, Mayor of the City of Killeen, a Texas municipal corporation, on behalf of  
said corporation.

By: \_\_\_\_\_

Notary Public, State of Texas

**State of Texas** §  
**County of Bell** §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2021,  
by \_\_\_\_\_, \_\_\_\_\_ of [Name of individual signing, title (if  
any)] on behalf of said \_\_\_\_\_ [insert name of company or individual  
where applicable].

By: \_\_\_\_\_

Notary Public, State of Texas

After Recording Return to:  
City Secretary  
City of Killeen  
P.O. Box 1329  
Killeen, Texas 76540

## EXHIBIT A

The Property includes Bell County Tax Parcel ID numbers 37763, 37764, and 37765, outlined below in blue.



## EXHIBIT B

FIELD NOTES for a tract of land in Bell County, Texas, part of the T. Arnold Survey, Abstract No. 55, the J.W. Morton Survey, Abstract No. 587, and the J.H. Lewis Survey, Abstract No. 536, and the land herein described being part of those certain tracts described as First Tract and Third Tract in a Deed of Trust from L.W. Mitchell, et ux, to Neil Clinkenbeard, Trustee, said deed being of record in Volume 1070, Page 540, Deed of Trust Records of Bell County, Texas.

BEGINNING at an iron rod in the north line of said Third Tract that bears N.  $71^{\circ} 13' 09''$  W., 872.54 feet from the northeast corner of said Third Tract for the northeast corner of this.

THENCE S.  $18^{\circ} 58' 01''$  W., 1984.55 feet to an iron rod for the southeast corner of this.

THENCE N.  $71^{\circ} 38' 10''$  W., 254.45 feet to an iron rod for an ell corner of this.

THENCE S.  $69^{\circ} 13' 25''$  W., 73.99 feet to an iron rod for a corner of this.

THENCE N.  $71^{\circ} 38' 10''$  W., 118.12 feet to an iron rod for the southwest corner of this.

THENCE N.  $18^{\circ} 58' 01''$  E., 2034.38 feet to an iron rod in the north line of said Third Tract, for the northwest corner of this.

THENCE S.  $71^{\circ} 13' 09''$  E., 429.45 feet with said north line to the place of beginning containing 19.738 acres of land.



# VOLUNTARY ANNEXATION PETITION – FREAD TRACT

PH-21-054

October 19, 2021



# Voluntary Annexation Petition

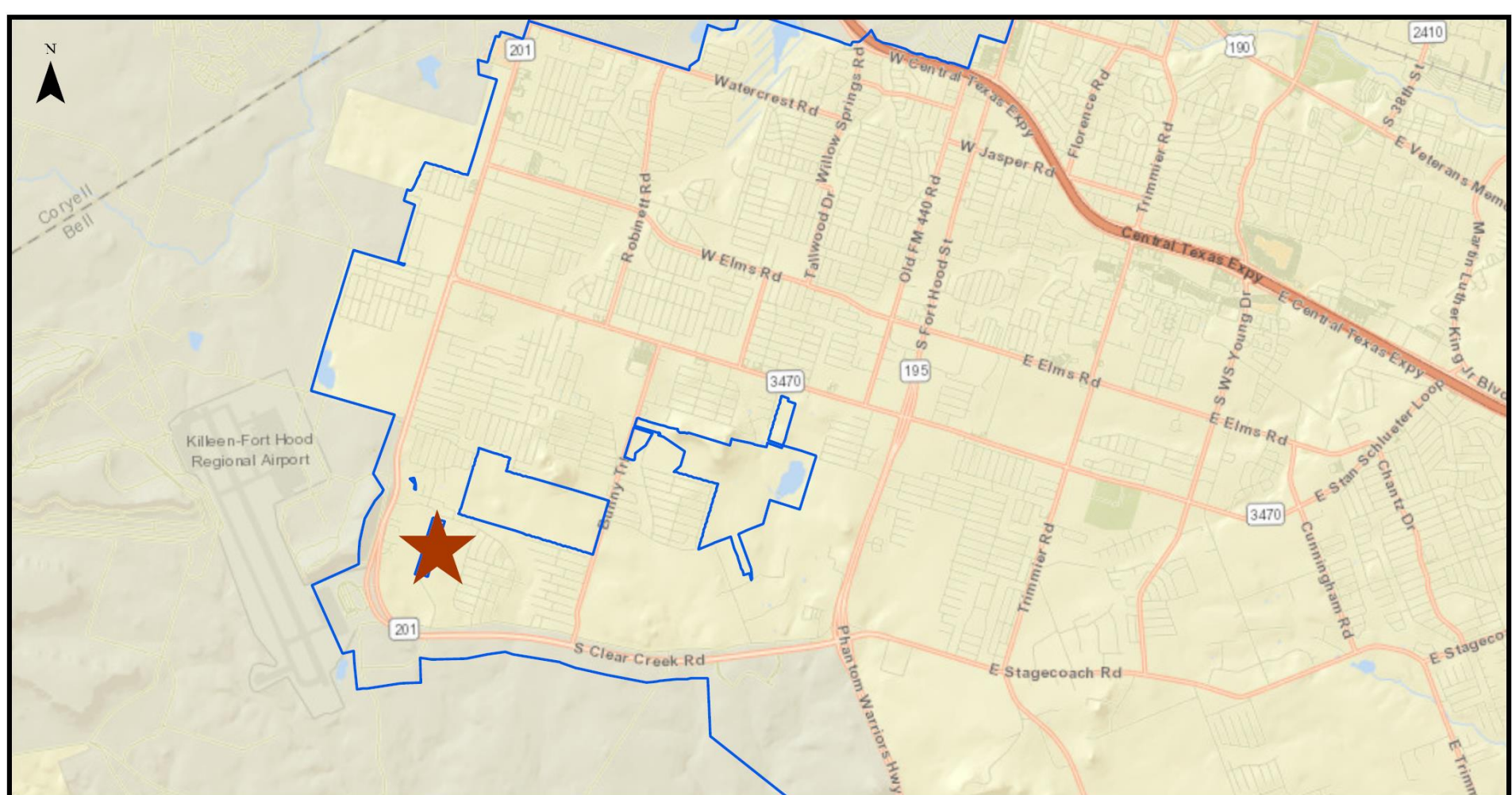
2

- **HOLD** a public hearing and consider an ordinance approving a written service agreement and the annexation of approximately 19.738 acres out of the T. Arnold Survey, Abstract 55; J. W. Morton Survey, Abstract 587; and J. H. Lewis Survey, Abstract 536; lying contiguous to the existing city limits, being generally located approximately 120 feet south of Prewitt Ranch Road and approximately 1,550 feet east of Clear Creek Road, Killeen, Texas

# Voluntary Annexation Petition

2

- On July 7, 2021, staff received a petition for voluntary annexation from Mr. Josh Welch on behalf of Mr. Ray Fread for approximately 19.738 acres of land lying contiguous to the existing city limits.
- The property is generally located south of Prewitt Ranch Road and east of Clear Creek Road, Killeen, Texas.



**Legend**



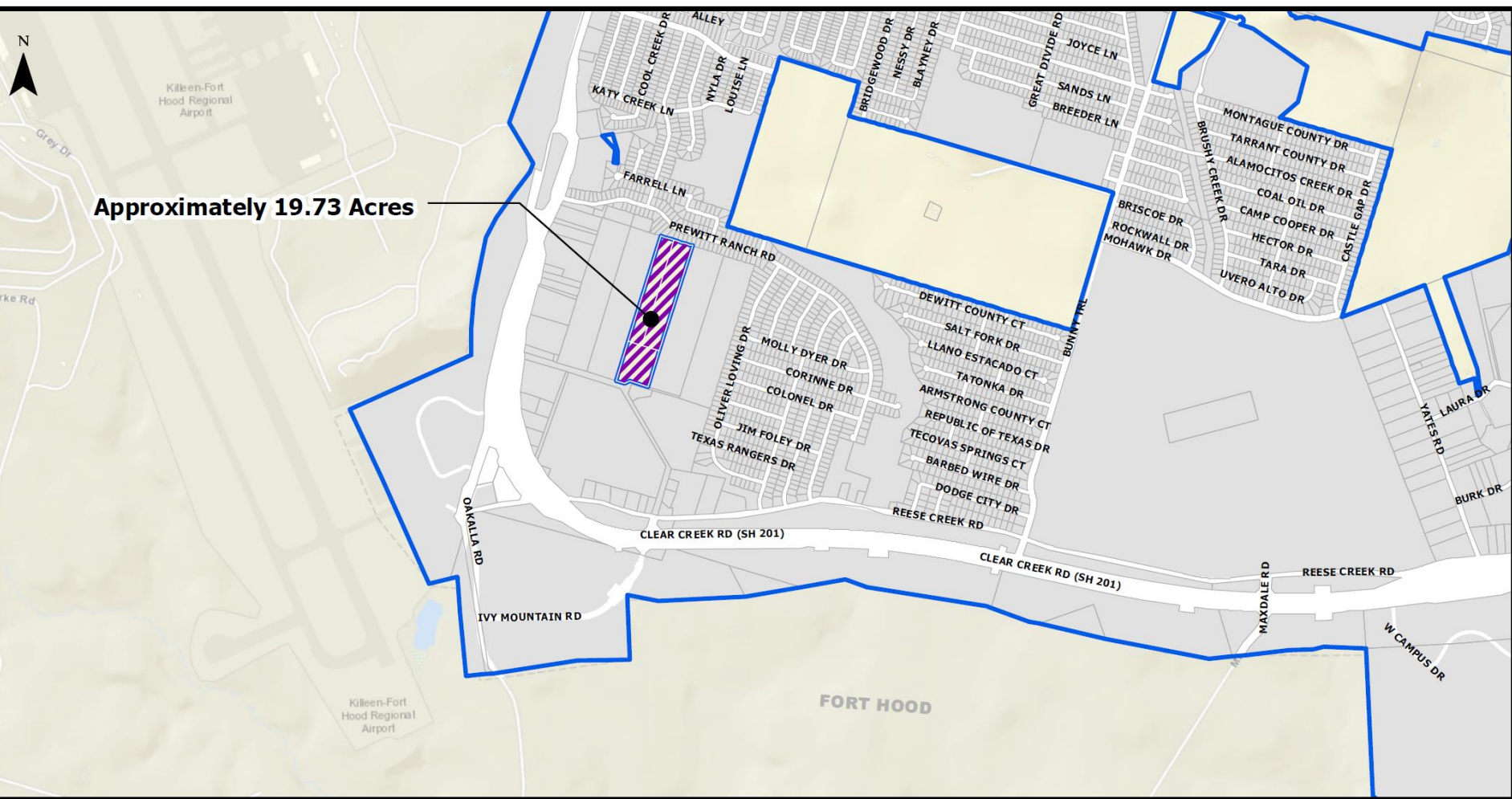
Killeen City Limits



Annexation Location

**Annexation Location Map - VA21-02 JW**

1 inch = 5,280 feet



# Voluntary Annexation Process

6

- In accordance with LGC 43.0672, the written service agreement includes:
  - 1) A list of each service the municipality will provide on the effective date of the annexation; and
  - 2) A schedule that includes the period within which the municipality will provide each service that is not provided on the effective date of the annexation.

# Voluntary Annexation Process

7

- ❑ In accordance with Chapter 43 of the LGC, the Council must conduct one public hearing.
- ❑ At least 10 days and no more than 20 days in advance of the public hearing, the City must publish notice in the newspaper, post on the City's website, and send notice to the school district and each public entity that provides service to the area.
- ❑ All public notification requirements have been met.
- ❑ The City Council may adopt an annexation ordinance at the conclusion of the public hearing.

# Alternatives

8

- The City Council has two alternatives:
  - ▣ Disapprove the written service agreement and the annexation ordinance; or
  - ▣ Approve the written service agreement and the annexation ordinance.

# Recommendation

9

- Staff recommends that the City Council approve the written service agreement and the annexation ordinance as presented.





# City of Killeen

## Legislation Details

<b>File #:</b>	PH-21-055	<b>Version:</b>	1	<b>Name:</b>	Zoning 21-27
<b>Type:</b>	Ordinance/Public Hearing		<b>Status:</b>	Public Hearings	
<b>File created:</b>	9/21/2021		<b>In control:</b>	City Council	
<b>On agenda:</b>	10/26/2021		<b>Final action:</b>		
<b>Title:</b>	HOLD a public hearing and consider an ordinance requested by Jerry Scarbrough on behalf of Peggy Scarbrough (Case #Z21-27) to rezone approximately 1.00 acre from "R-1" (Single-Family Residential District) to "B-5" (Business District), being out of the W. L. Harris Survey, Abstract No. 1155, located at 2302 West Stan Schlueter Loop, Killeen, Texas.				
<b>Sponsors:</b>	Development Services				
<b>Indexes:</b>					
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<b>Attachments:</b>	<a href="#">Staff Report</a> <a href="#">Maps</a> <a href="#">Minutes</a> <a href="#">Ordinance</a> <a href="#">Considerations</a> <a href="#">Presentation</a>				

Date	Ver.	Action By	Action	Result
10/19/2021	1	City Council Workshop		



## STAFF REPORT

**DATE:** October 19, 2021

**TO:** Kent Cagle, City Manager

**FROM:** Tony McIlwain, Exec. Dir. of Planning and Development Services

**SUBJECT:** ZONING CASE #Z21-27 from "B-3" (Local Business District) to "B-4" (Business District).

### **BACKGROUND AND FINDINGS:**

#### **Summary of Request:**

Jerry Scarbrough, on behalf of Peggy Scarbrough, has submitted a request to rezone the subject property from "R-1" (Single-Family Residential District) to "B-5" (Business District). If approved, the owner intends to use the property for a law office or other general commercial establishment.

#### **Zoning / Plat Case History:**

The subject property was annexed into the City limits on December 23, 1986 via ordinance No. 86-87. It was assigned temporary "R-1" (Single-Family Residential) zoning with the adoption of the annexation ordinance. The property is currently unplatted.

#### **Character of the Area:**

The surrounding land uses are predominantly residential. Adjacent land uses are as follows:

- North: Existing commercial retail (Family Dollar and AutoZone) on the north side of W. Stan Schlueter zoned "B-5" (Business District);
- South: Existing physical therapy clinic zoned "B-4" (Business District);
- East: Existing commercial business (Ohana Ink Co.) zoned "B-3" (Local Business District);
- West: Undeveloped commercial property zoned "B-3" (Local 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 use 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.

Staff finds that the 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 service is located within the City of Killeen municipal utility service area and available to the subject tract.

### **Transportation and Thoroughfare Plan:**

Ingress and egress to the property is from W. Stan Schlueter Loop, which is classified as 120' wide Principal Arterial on the City of Killeen Thoroughfare Plan.

### **Public Notification:**

Staff notified twenty-one (21) 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, fifteen (15) properties are located outside of the 200-foot notification boundary required by the State, but within the 400-foot notification boundary required by Council; and nine (9) reside outside of Killeen.

### **Staff Findings:**

Staff finds that the proposed zoning district consistent with the Future Land Use Map and compatible with the surrounding 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.

### **THE ALTERNATIVES CONSIDERED:**

The City Council has three (3) alternatives. The Council may:

- Disapprove the applicant's request for "B-5" (Business District);
- Approve a more restrictive zoning district than requested by the applicant; or
- Approve the applicant's request for "B-5" (Business District) as submitted.

**Which alternative is recommended?**

Staff recommends approval of the applicant's request to rezone the property from "R-1" (Single-Family Residential District) to "B-5" (Business District) as submitted.

**Why?**

Staff finds that the request is consistent with the Future Land Use Map and compatible with the surrounding land uses and prevailing community character.

**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 September 20, 2021, the Planning and Zoning Commission recommended approval of the applicant's request to rezone the property from "R-1" (Single-Family Residential District) to "B-5" (Business District) by a vote of 8 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: 4

1 inch = 118 feet

Subject Property Legal Description: 2302 W STAN SCHLUETER LOOP

Zoning Map

## Zoning Case 2021-27

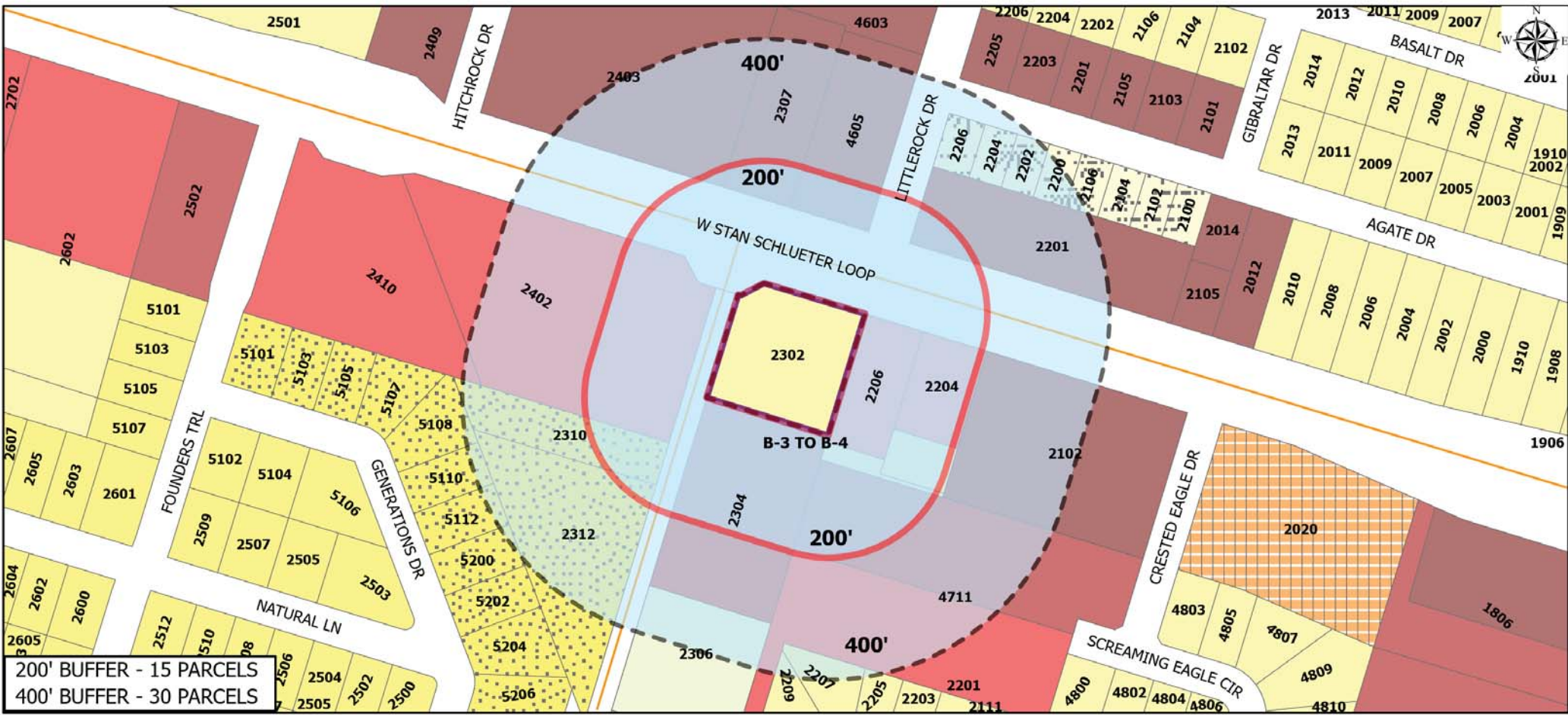
### Legend

 Citylimits

 21-027Z







Attachment #1

Council District: 4

1 inch = 263 feet

Subject Property Legal Description: 2302 W STAN SCHLUETER LOOP

Zoning Map

## Zoning Case 2021-27

Legend

Current Zoning

A-R1  
B-3

B-4  
B-5  
B-C-1  
R-1

R-2  
R1-A  
RT-1

**MINUTES  
PLANNING AND ZONING COMMISSION MEETING  
SEPTEMBER 20, 2021**

**CASE #Z21-27  
“R-1” to “B-5”**

**HOLD** a public hearing and consider a request submitted by Jerry Scarbrough on behalf of Peggy Scarbrough (**Case #Z21-27**) to rezone approximately 1.00 acre out of the W. L. Harris Survey, Abstract No. 1155 from “R-1” (Single-Family Residential District) to “B-5” (General Commercial District). The property is addressed as 2302 West Stan Schlueter Loop, Killeen, Texas.

Ms. Wynstan Larsen briefed the Commission regarding the applicant’s request. She stated that staff recommended approval of the request as presented, as it is consistent with the Future Land Use Map and the character of the area.

Commissioner Adams arrived at 5:07 p.m.

The agent, Mr. Jerry Scarborough, was present to represent the case. Mr. Scarborough spoke in support of the rezoning, stating that it would be consistent with the character of the neighborhood.

Chairman Latham opened the public hearing.

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

Commissioner Minor made a motion to approve the request as presented. Commissioner Adams seconded, and the motion passed by a vote of 8 to 0.



## **ORDINANCE \_\_\_\_\_**

**AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF KILLEEN BY CHANGING THE ZONING OF APPROXIMATELY 1.00 ACRE OUT OF THE W. L. HARRIS SURVEY, ABSTRACT NO. 1155 FROM “R-1” (SINGLE-FAMILY RESIDENTIAL DISTRICT) TO “B-5” (BUSINESS DISTRICT); PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR THE REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.**

**WHEREAS**, Jerry Scarbrough, on behalf of Peggy Scarbrough, 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 1.00 acre out of the W. L. Harris Survey, Abstract No. 1155, locally addressed as 2302 West Stan Schlueter Loop, Killeen, Texas, from “R-1” (Single-Family Residential District) to “B-5” (Business District), said request having been duly recommended for approval of “B-5” (Business District) by the Planning and Zoning Commission of the City of Killeen on the 20<sup>th</sup> day of September 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 26<sup>th</sup> day of October 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 1.00 acre from “R-1” (Single-Family Residential District) to “B-5” (Business District), said request having been duly

recommended for approval of “B-5” (Business District), for the property locally addressed as 2302 West Stan Schlueter Loop, 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 26<sup>th</sup> day of October 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:**

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**Jose L. Segarra, MAYOR**

**ATTEST:**

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**Lucy C. Aldrich, CITY SECRETARY**

**APPROVED AS TO FORM**

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**Traci S. Briggs, City Attorney**

Case #21-27

Ord. #21-\_\_\_\_

# CONSIDERATIONS

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

## **A. General Factors to Consider:**

Is the request in accordance with the comprehensive plan?

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

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

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

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

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

Whether there have been substantially changed conditions in the neighborhood.

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

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

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

## **B. Conditional Use Permit (if applicable)**

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

## **C. Conditions to Consider**

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



## ZONING CASE #Z21-27: “R-1” TO “B-5”

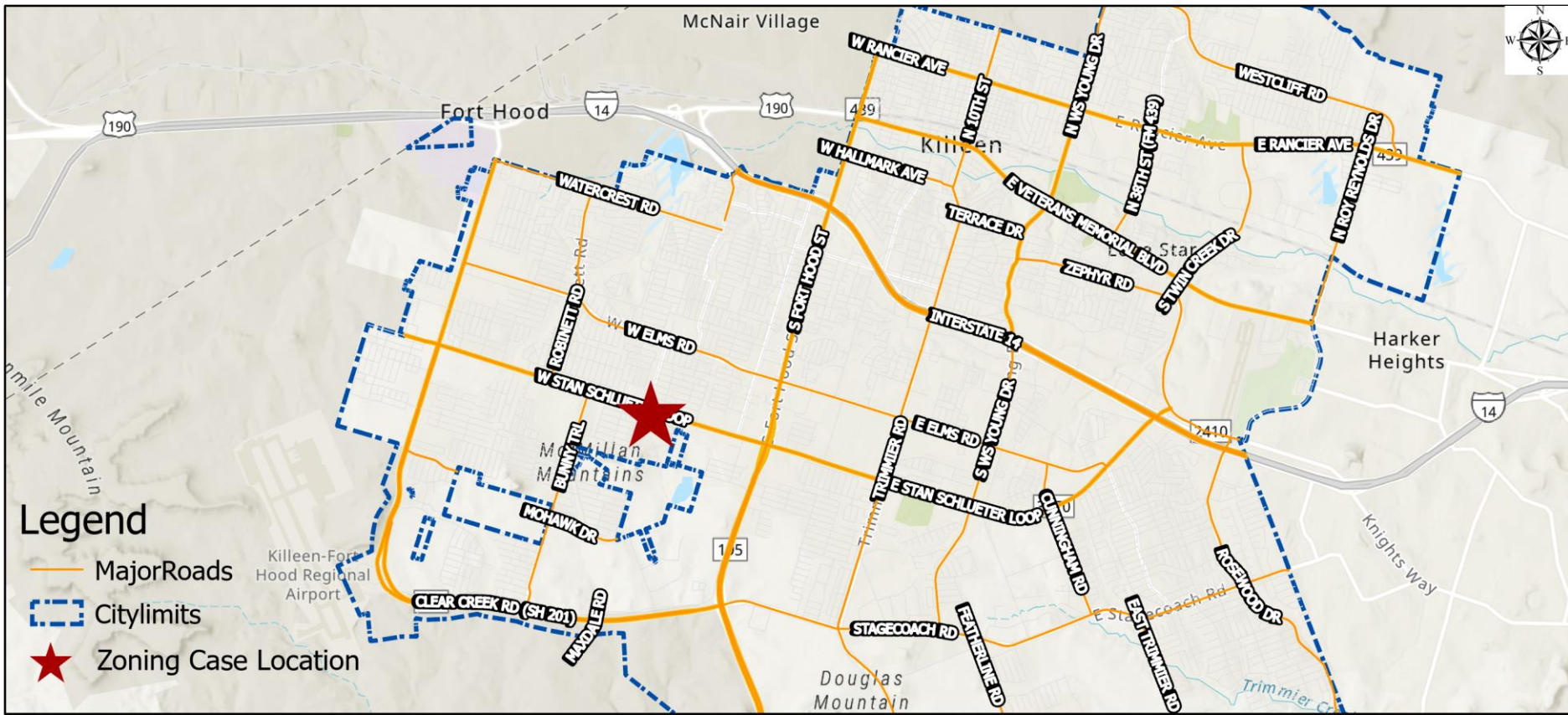
PH-21-055

October 19, 2021

# Case #Z21-27: “R-1” to “B-5”

2

- ❑ **HOLD** a public hearing and consider a request submitted by Jerry Scarbrough on behalf of Peggy Scarbrough (**Case #Z21-27**) to rezone approximately 1.00 acre out of the W. L. Harris Survey, Abstract No. 1155 from “R-1” (Single-Family Residential District) to “B-5” (Business District).
- ❑ The property is addressed as 2302 West Stan Schlueter Loop, Killeen, Texas.



Attachment #1

Council District: 4

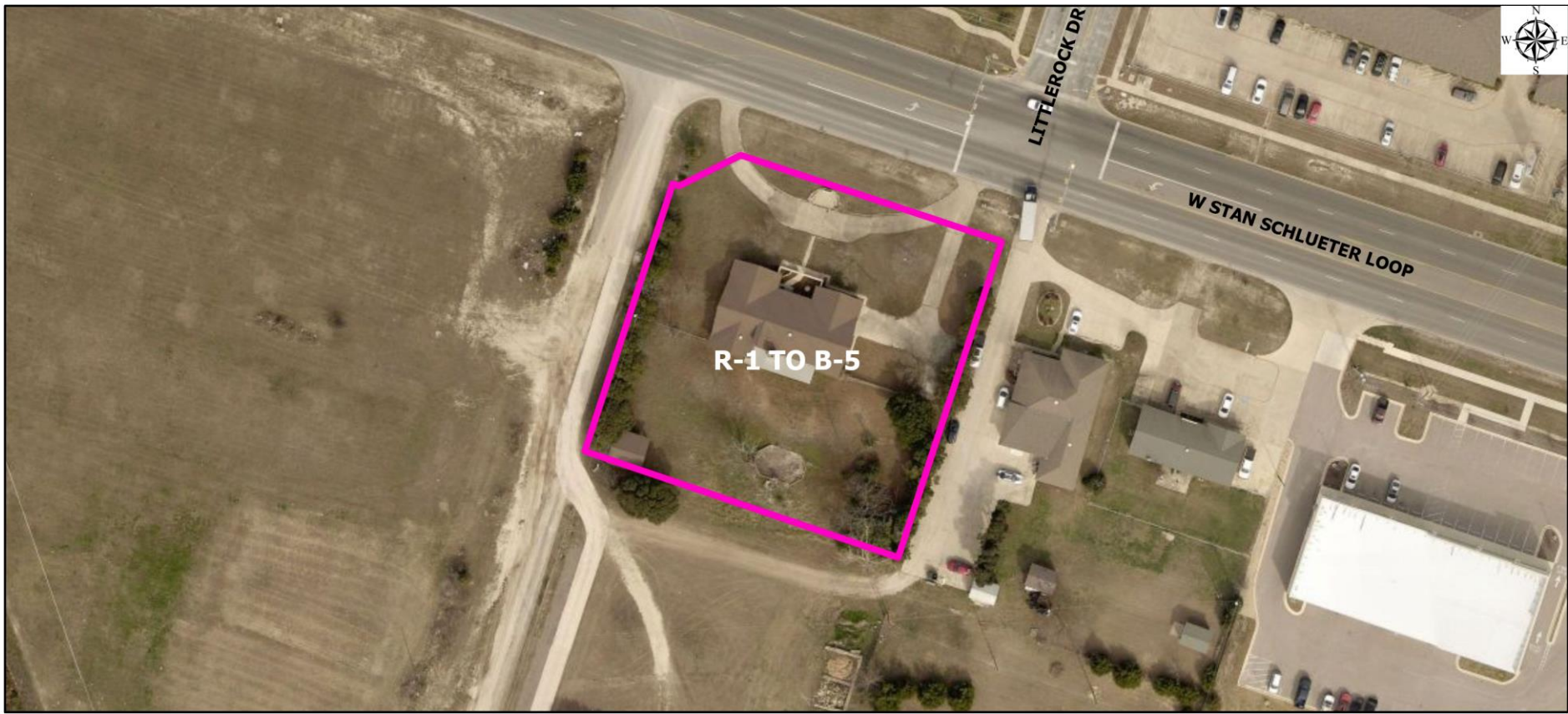
1 inch = 7,674 feet

Subject Property Legal Description: 2302 W STAN SCHLUETER LOOP

Zoning Map

## Zoning Case 2021-27





Attachment #3

Council District: 4

1 inch = 118 feet

Subject Property Legal Description: 2302 W STAN SCHLUETER LOOP

Zoning Map

## Zoning Case 2021-27

### Legend

 Citylimits

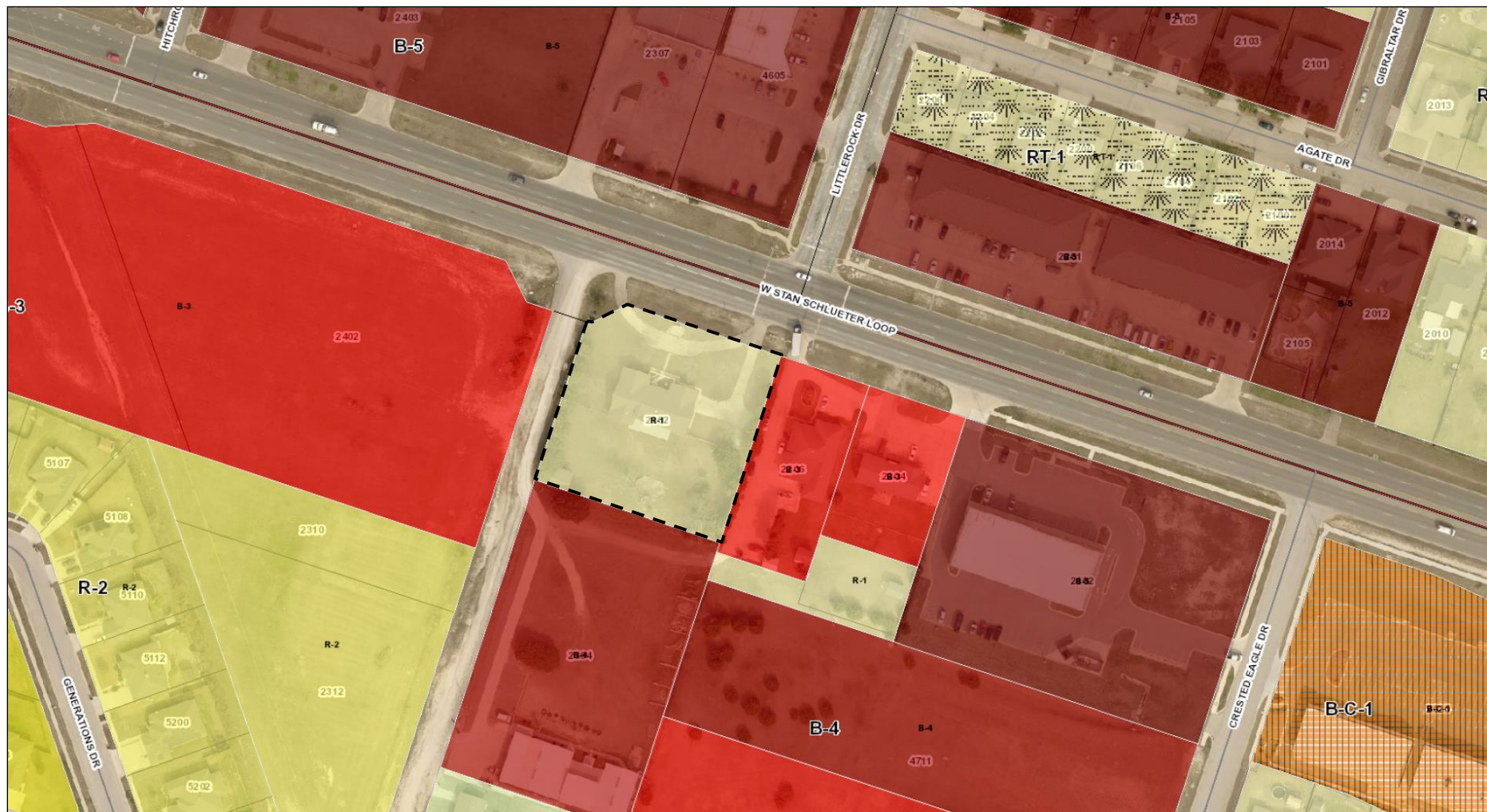
 21-027Z

# Case #Z21-27: “R-1” to “B-5”

5

- ❑ The subject property was annexed into the City limits in 1986 and was assigned temporary “R-1” (Single-Family Residential) zoning with the adoption of the annexation ordinance.
- ❑ The property is currently unplatted.
- ❑ There is an existing single-family home on the property, which has been used as a law office for several decades.





# Case #Z21-27: “R-1” to “B-5”

7

- If approved, the owner intends to market the property for sale or lease as a commercial business.
- 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.

# Case #Z21-27: “R-1” to “B-5”

8

- This property is designated as ‘General Commercial’ (GC) on the Future Land Use Map (FLUM) of the Comprehensive Plan.
- The ‘General Commercial’ (GC) land use designation allows for a wide range of commercial, retail, and service uses; offices; public & institutional uses; and parks and public spaces.
- Staff finds that this request is consistent with the Future Land Use Map (FLUM) of the Comprehensive Plan.

# Case #Z21-27: “R-1” to “B-5”

9

View of the subject property facing south:





# Case #Z21-27: “R-1” to “B-5”

10

View of the adjacent property to the north:



# Case #Z21-27: “R-1” to “B-5”

11

View of the adjacent property to the west:



# Case #Z21-27: “R-1” to “B-5”

12

View of the adjacent property to the east:

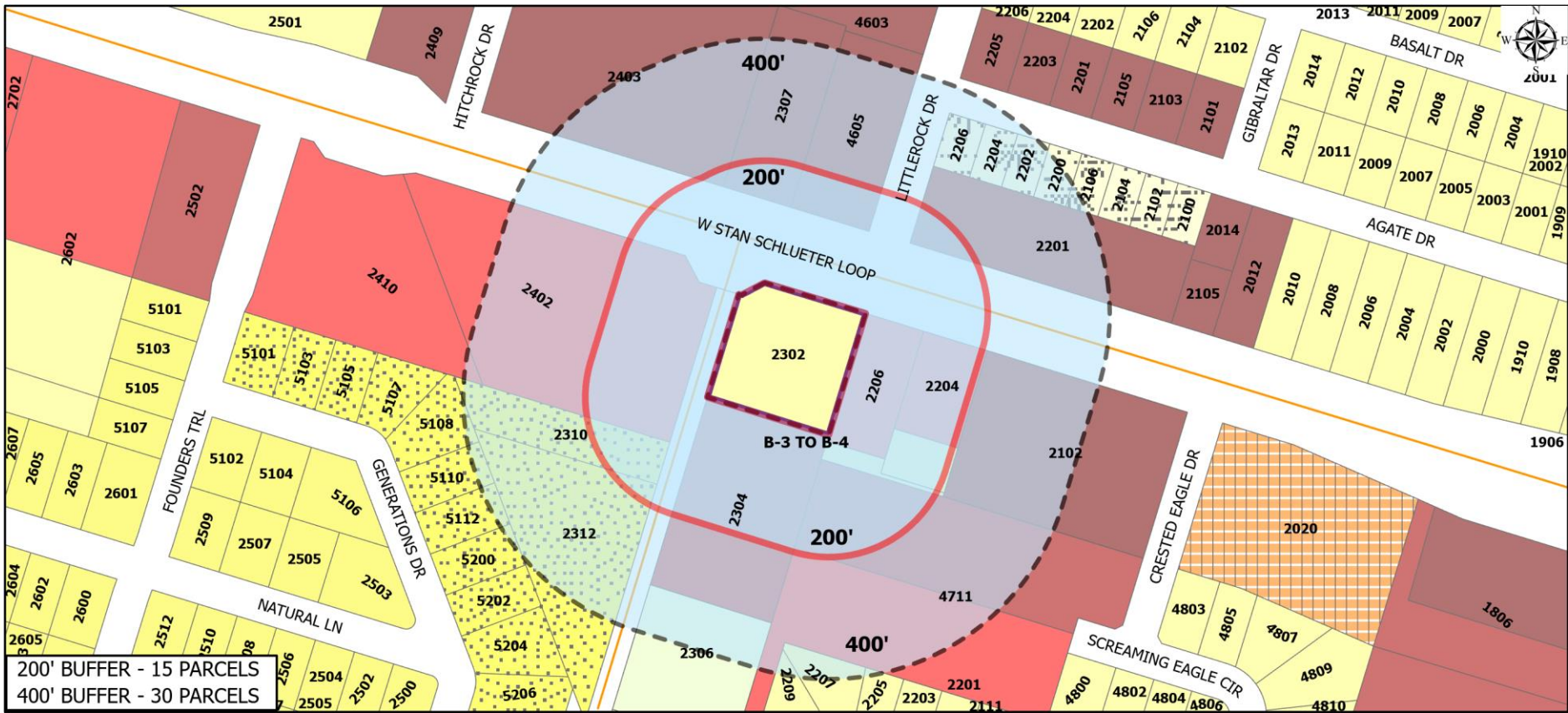


# Case #Z21-27: “R-1” to “B-5”

13

- Staff notified twenty-one (21) surrounding property owners regarding this request.
- Of those property owners notified, fifteen (15) properties are located outside of the 200-foot notification boundary required by the State, but within the 400-foot notification boundary required by Council; and nine (9) reside outside of Killeen.
- To date, staff has received no responses regarding this request.





Attachment #1

Council District: 4

1 inch = 263 feet

Subject Property Legal Description: 2302 W STAN SCHLUETER LOOP

Zoning Map

## Zoning Case 2021-27

Legend

Current Zoning

A-R1

B-3

B-4

B-5

B-C-1

R-1

R-2

R1-A

RT-1

# Alternatives

15

- ❑ The City Council has three (3) alternatives:
  - ▣ Disapprove the applicant's zoning request;
  - ▣ Approve a more restrictive zoning district than requested by the applicant; or
  - ▣ Approve the applicant's request as presented.

# Staff Recommendation

16

- ❑ Staff recommends approval of the applicant's request to rezone the property from "R-1" (Single-Family Residential District) to "B-5" (Business District) as submitted.
- ❑ Staff finds that the proposed zoning district is consistent with the Future Land Use Map and compatible with the surrounding land uses and prevailing community character.

# Commission Recommendation

17

- ❑ At their meeting on September 20, 2021, the Planning and Zoning Commission recommended approval of the applicant's request by a vote of 8 to 0.