City of Killeen

Agenda

City Council Workshop

Tuesday, August 16, 2016 | **2:00 PM** | **Utility Collections Conference Room 210 W. Ave C Killeen, Texas 76541**

DISCUSSION ITEMS NOT COMPLETED BY 5:00 P.M. WILL CONTINUE AT UTILITY COLLECTIONS FOLLOWING THE SPECIAL CITY COUNCIL MEETING

Items for Discussion at Workshop

DS-16-114 Discuss Agenda Items for the Regular City Council Meeting of August 23, 2016

DS-16-115 Briefing - Police Department Quarterly Report

DS-16-116 Update - City Manager Search Process

DS-16-117 Discuss FY 16-17 Proposed Budget to Include:

- Support Services
- Information Technology
- Public Information Office
- Community Development
- Greater Killeen Chamber of Commerce
- Killeen Economic Development Corporation (KEDC)

DS-16-118 Discuss Potential Revenue Tools:

- Pavement Condition Assessment
  - Transportation Utility Fund
  - Impact Fees
- Rate Models
  - Water/Sewer
  - Solid Waste
  - Drainage
- Ad Valorem Taxes
- Red Light Program
- Fund Balance
- Enterprise Funds
- Recovery Plan
- Fee Structure

DS-16-119 Discuss Greater Killeen Chamber of Commerce and Killeen Economic Development Corporation Contracts

DS-16-120 Discuss Forensic Audit

Items for Regular City Council Meeting of August 23, 2016

Minutes

MN-16-020 Consider Minutes of Regular City Council Meeting of August 9, 2016.

Attachments: Minutes

Resolutions

RS-16-097 Consider a memorandum/resolution authorizing the rejection of Bid No. 16-21 for the F.M. 3470 and Bunny Trail Drainage Improvement project.

Attachments: Council Memorandum

Bid Tabulation

RS-16-098 Consider a memorandum/resolution approving a proposal for the purchase and installation of wildlife hazard reduction equipment at Killeen-Fort Hood Regional Airport/Robert Gray Army Airfield.

Attachments: Council Memorandum

Agreement

Exhibit A

Certificate of Interested Parties

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

Attachments: Council Memorandum

Change Order

Bid Items

Certificate of Interested Parties

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

Attachments: Council Memorandum

Lease Agreement Amendment

Ordinances

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

Attachments: Council Memorandum

Ordinance

Public Hearings

PH-16-028 HOLD a public hearing and consider an ordinance requested by 439 Lakeview Development Ltd. (Case #Z16-14) to rezone approximately 8.12 acres, being Lots 1-13, Block 11, Lots 1-4, Block 12 and Lots 1-4, Block 13, Lakeview Park Subdivision, from “R-3” (Multifamily Residential District) and “B-3” (Local Business District) to a Planned Unit Development (PUD) for “SF-2” (Single-Family Residential District) uses. The properties are locally known as 1500 through 1506, 1508, 1510, 1512, 1601, 1603, 1605, 1606, 1608 through 1613 and 1701 Justin Lane, Killeen, Texas.

Attachments: Council Memorandum

Attachment to CCMO

Minutes

Ordinance

Application

Location map

Buffer map

Considerations

Concept Plan

Response

Adjournment

I certify that the above notice of meeting was posted on the Internet and on the bulletin boards at Killeen City Hall and at the Killeen Police Department on or before 5:00 p.m. on August 12, 2016.

_____

Dianna Barker, City Secretary

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

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

Notice of Meetings

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

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

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City of Killeen

Legislation Details

File #:	DS-16-114	**Version:**	1	**Name:**	Discuss Agenda Items for the Regular City Council Meeting of August 23, 2016
Type:	Discussion Items			**Status:**	Discussion Items
File created:	7/21/2016			**In control:**	City Council Workshop
On agenda:	8/16/2016			**Final action:**	
Title:	Discuss Agenda Items for the Regular City Council Meeting of August 23, 2016				
Sponsors:	City Manager Department				
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result

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City of Killeen

Legislation Details

File #:	DS-16-115	**Version:**	1	**Name:**	Police Department Quarterly Report
Type:	Discussion Items			**Status:**	Discussion Items
File created:	6/21/2016			**In control:**	City Council Workshop
On agenda:	8/16/2016			**Final action:**	
Title:	Briefing - Police Department Quarterly Report				
Sponsors:	Police Department				
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result

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City of Killeen

Legislation Details

File #:	DS-16-116	**Version:**	1	**Name:**	Update - City Manager Search Process
Type:	Discussion Items			**Status:**	Discussion Items
File created:	8/4/2016			**In control:**	City Council Workshop
On agenda:	8/16/2016			**Final action:**	
Title:	Update - City Manager Search Process				
Sponsors:	City Manager Department, Human Resources Department				
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result

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City of Killeen

Legislation Details

File #:	DS-16-117	**Version:**	1	**Name:**	Discuss FY 16-17 Proposed Budget
Type:	Discussion Items			**Status:**	Discussion Items
File created:	7/22/2016			**In control:**	City Council Workshop
On agenda:	8/16/2016			**Final action:**	

Title: Discuss FY 16-17 Proposed Budget to Include:

- Support Services
- Information Technology
- Public Information Office
- Community Development
- Greater Killeen Chamber of Commerce
- Killeen Economic Development Corporation (KEDC)

Sponsors: City Manager Department

Indexes: FY 16-17 Budget

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result

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City of Killeen

Legislation Details

File #:	DS-16-118	**Version:**	1	**Name:**	Discuss Potential Revenue Tools
Type:	Discussion Items			**Status:**	Discussion Items
File created:	8/8/2016			**In control:**	City Council Workshop
On agenda:	8/16/2016			**Final action:**	

Title: Discuss Potential Revenue Tools:

- Pavement Condition Assessment
    - Transportation Utility Fund
    - Impact Fees
- Rate Models
    - Water/Sewer
    - Solid Waste
    - Drainage
- Ad Valorem Taxes
- Red Light Program
- Fund Balance
- Enterprise Funds
- Recovery Plan
- Fee Structure

Sponsors: City Manager Department

Indexes:

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result

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City of Killeen

Legislation Details

File #:	DS-16-119	**Version:**	1	**Name:**	Discuss Greater Killeen Chamber of Commerce and Killeen Economic Development Corporation Contracts
Type:	Discussion Items			**Status:**	Discussion Items
File created:	8/10/2016			**In control:**	City Council Workshop
On agenda:	8/16/2016			**Final action:**	
Title:	Discuss Greater Killeen Chamber of Commerce and Killeen Economic Development Corporation Contracts				
Sponsors:	City Manager Department				
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result

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City of Killeen

Legislation Details

File #:	DS-16-120	**Version:**	1	**Name:**	Discuss Forensic Audit
Type:	Discussion Items			**Status:**	Discussion Items
File created:	8/10/2016			**In control:**	City Council Workshop
On agenda:	8/16/2016			**Final action:**	
Title:	Discuss Forensic Audit				
Sponsors:	City Manager Department				
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result

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City of Killeen

Legislation Details

File #:	MN-16-020	**Version:**	1	**Name:**	Minutes of Regular City Council Meeting of August 9, 2016
Type:	Minutes			**Status:**	Minutes
File created:	8/4/2016			**In control:**	City Council Workshop
On agenda:	8/16/2016			**Final action:**	
Title:	Consider Minutes of Regular City Council Meeting of August 9, 2016.				
Sponsors:	City Secretary				
Indexes:					
Code sections:					
Attachments:	Minutes				

Date	Ver.	Action By	Action	Result

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

Presiding: Mayor Jose L. Segarra

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

Absent: Jim Kilpatrick

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

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

Approval of Agenda

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

Minutes

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

Resolutions

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

Staff comments: Frank Tydlacka

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

Several citizens requested to speak:

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

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

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

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

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

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

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

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

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

RS-16-084 Consider a memorandum/resolution appointing Council Members to various boards, commissions, and commissions' sub-committees.
Staff comments: Kathy Davis
The Mayor and Council sit on various boards and commissions and are voting members of many of these; in some instances they represent the Council on the board as ex-officio members. Sub-committee members are responsible for making appointment recommendations to the Council as a whole.

Animal Advisory Committee

Current Member	Status	New Member	Comments
Jonathan Okray	Term Expired	Jonathan Okray	Elected Official Representative
Shirley Fleming	Term Expired	Shirley Fleming	Elected Official Representative

Audit Committee

Current Member	Status	New Member	Comments
Scott Cosper	Term Expired	Jose Segarra	Elected Mayor
Jose Segarra	Term Expired	Jonathan Okray	Elected Official Representative
Juan Rivera	Term Expired	Juan Rivera	Elected Official Representative

Hill Country Transit

Current Member	Status	New Member	Comments
Jim Kilpatrick	Term Expired	Jim Kilpatrick	Elected Official Representative

Killeen Sister Cities

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

Killeen Volunteers Inc.

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

*unexpired term, 2015-17

Tax Increment Reinvestment Zone Number Two Board

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

Central Texas Council of Governments (CTCOG)

Current Member	Status	New Member	Comments
Elizabeth Blackstone	Term Expired	Gregory Johnson	Alternate
Scott Cosper	Term Expired	Jose Segarra	City Representative

Development District Board of Central Texas

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

Transportation Planning Committee (K-T MPO)

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

SUB-COMMITTEES:

Board of Adjustment - Construction

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

Board of Adjustment - Fire Prevention Code

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

Board of Adjustment - Airport Hazard Zoning

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

Board of Adjustment - Zoning

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

Killeen Volunteers Inc.

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

Senior Citizen Advisory Board

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

Bell County Health District

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

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

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

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

Staff comments: Deputy Chief Hawthorne

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

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

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

Staff comments: David Olson

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

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

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

Staff comments: Tony McIlwain

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

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

RS-16-089 Consider a memorandum/resolution approving a Killeen Economic Development Corporation performance agreement in support of the Defense Economic Adjustment Assistance Grant (DEAAG) project.

Staff comments: Matthew Van Valkenburgh

In cooperation with and support of Fort Hood officials, the City formally applied for a DEAAG to repair and rehabilitate the Army Radar Approach Control Facility (ARAC) on Robert Gray Army Airfield. Staff recommends the City Council approve the Killeen

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

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

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

Staff comments: Matthew Van Valkenburgh

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

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

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

Staff comments: Tom Moore

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

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

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

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

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

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

RS-16-093 Consider a memorandum/resolution updating the residency requirements for Police and Fire public safety employees.
Staff comments: Deputy Chief Hawthorne
TLGC 150.021, residency requirements for municipal employees, states that the governing body of a municipality may prescribe reasonable standards with respect to the time within which municipal employees who reside outside the municipal limits must respond to a civil emergency. Since enactment of the residency requirement, the applicant pool for both Fire Fighters and Police Officers has been negatively impacted. Staff recommends that City Council authorize the City Manager to revise the current residency requirement for public safety employees, redefining it to become 45 minutes from the ETJ (extraterritorial jurisdiction) and updating the related City of Killeen Handbook policies.

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

RS-16-094 Consider a memorandum of support for the submittal of 108 transportation projects, including roadway and pedestrian facilities for the Killeen-Temple Metropolitan Planning Organization Mobility 2040 Metropolitan Transportation Plan Call for Projects.
Staff comments: David Olson
Using the City of Killeen Transportation Capital Improvements Plan, City of Killeen Thoroughfare Plan, and KTMPO Regional Thoroughfare and Pedestrian/Bicycle Plan as a guide, staff developed a list of 108 projects to be included with the KTMPO project submittal. City staff recommends City Council issue a memorandum of support for the submittal of the 108 projects in response to the MTP project call issued by KTMPO.

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

Public Hearings

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

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

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

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

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

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

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

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

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

PULLED FROM AGENDA BY REQUESTOR
PH-16-027 HOLD a public hearing and consider an ordinance requested by Phyllis and Charles Mitchell d/b/a CPB Investments, Inc. (Case #Z16-13) to rezone .131 acre, being part of Lot 1, Block 1, Elms Creek Addition Phase I Replat, from "B-3" (Local Business District) to

"B-4" (Business District). The property is locally known as 3816 Clear Creek Road, Killeen, Texas. (Requires a three-fourths majority vote.)

Adjournment

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

City of Killeen

Legislation Details

File #:	RS-16-097	**Version:**	1	**Name:**	Reject Bid 16-21 FM 3470/Bunny Trail Drainage Improvements
Type:	Resolution			**Status:**	Resolutions
File created:	7/28/2016			**In control:**	City Council Workshop
On agenda:	8/16/2016			**Final action:**	
Title:	Consider a memorandum/resolution authorizing the rejection of Bid No. 16-21 for the F.M. 3470 and Bunny Trail Drainage Improvement project.				
Sponsors:	Public Works Department, Engineering, Streets, Environmental Services				
Indexes:					
Code sections:					
Attachments:	Council Memorandum Bid Tabulation				

Date	Ver.	Action By	Action	Result

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CITY COUNCIL MEMORANDUM

AGENDA ITEM	**REJECTION OF BID NO. 16-21, F.M. 3470 and BUNNY TRAIL DRAINAGE IMPROVEMENT PROJECT**
ORIGINATING DEPARTMENT	**PUBLIC WORKS - ENGINEERING DIVISION**

BACKGROUND INFORMATION

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

DISCUSSION/CONCLUSION

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

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

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

FISCAL IMPACT

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

RECOMMENDATION

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

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

Quintero Engineering, LLC
Bid Tabulation

					Bidders			
					TTG Utilities, Lp.			
Item No.	Item Cod	Bid Item Description	Estimated Quantities	Measure	Unit of Price	Unit Amount	Unit of Price	Unit Amount
		BASE BID						
1	104 6015	REMOVING CONC (SIDEWALKS)	24	SY	$50.00	$1,200.00		$0.00
2	110 6002	EXCAVATION (CHANNEL)	29	CY	$50.00	$1,450.00		$0.00
3	160 6003	FURNISHING AND PLACING TOPSOIL (4")	192	SY	$15.00	$2,880.00		$0.00
4	162 6002	BLOCK SODDING	192	SY	$12.00	$2,304.00		$0.00
5	166 6001	FERTILIZER	0.04	AC	$5,900.00	$236.00		$0.00
6	168 6001	VEGETATIVE WATERING	0.23	MG	$10,000.00	$2,300.00		$0.00
7	432 6002	RIPRAP (CONC)(5 IN)	8	CY	$600.00	$4,800.00		$0.00
8	432 6024	RIPRAP (STONE COMMON)(DRY)(12 IN)	5	CY	$225.00	$1,125.00		$0.00
9	432 6044	RIPRAP (CONC)(FLUME)	7	CY	$800.00	$5,600.00		$0.00
10	432 6053	RIPRAP (CONC) (CHANNEL) (5IN)	5	CY	$700.00	$3,500.00		$0.00
11	438 6005	CLEANING AND SEALING JOINTS	140	LF	$5.00	$700.00		$0.00
12	450 6048	RAIL (HANDRAIL)(TY B)	20	LF	$165.00	$3,300.00		$0.00
13	474 6021	CAST-IN-PLACE TRENCH DRAIN	76	LF	$500.00	$38,000.00		$0.00
14	500 6001	MOBILIZATION	1	LS	[1] $4,539.21	$4,539.21		$0.00
15	502 6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	2	MO	$5,000.00	$10,000.00		$0.00
16	506 6002	ROCK FILTER DAMS (INSTALL) (TY 2)	36	LF	$75.00	$2,700.00		$0.00
17	506 6011	ROCK FILTER DAMS (REMOVE)	36	LF	$25.00	$900.00		$0.00
18	531 6001	CONC SIDEWALKS (4")	35	SY	$150.00	$5,250.00		$0.00
				TOTAL BASE BID		[2] **$90,784.21**		**$0.00**
		ADD ALTERNATE BID						
19	104 6009	REMOVING CONC (RIPRAP)	18	SY	$50.00	$900.00		$0.00
20	110 6002	EXCAVATION (CHANNEL)	239	CY	$32.00	$7,648.00		$0.00
21	132 6001	EMBANKMENT (FINAL)(ORD COMP)(TY A)	2	CY	$125.00	$250.00		$0.00
22	160 6003	FURNISHING AND PLACING TOPSOIL (4")	911	SY	$8.00	$7,288.00		$0.00
23	162 6002	BLOCK SODDING	911	SY	$10.00	$9,110.00		$0.00
24	166 6001	FERTILIZER	0.19	AC	$5,900.00	$1,121.00		$0.00
25	168 6001	VEGETATIVE WATERING	1.09	MG	$5,000.00	$5,450.00		$0.00
26	432 6002	RIPRAP (CONC)(5 IN)	3	CY	$600.00	$1,800.00		$0.00
27	432 6024	RIPRAP (STONE COMMON)(DRY)(12 IN)	7	CY	$220.00	$1,540.00		$0.00
28	500 6001	MOBILIZATION	1	LS	$1,500.00	$1,500.00		$0.00
29	502 6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	1	MO	$5,000.00	$5,000.00		$0.00
				TOTAL ADD ALTERNATE BID		**$41,607.00**		**$0.00**
				TOTAL BASE BID + ADD ALTERNATE BID		**$132,391.21**		**$0.00**

[1] TTG's Amount on Bid Form: $12,000.00 - This exceed the 5% mobilization requirement

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

City of Killeen

Legislation Details

File #:	RS-16-098	**Version:**	1	**Name:**	Wildlife Hazard Reduction Equipment Agreement
Type:	Resolution			**Status:**	Resolutions
File created:	8/1/2016			**In control:**	City Council Workshop
On agenda:	8/16/2016			**Final action:**	
Title:	Consider a memorandum/resolution approving a proposal for the purchase and installation of wildlife hazard reduction equipment at Killeen-Fort Hood Regional Airport/Robert Gray Army Airfield.				
Sponsors:	Aviation Department				
Indexes:					
Code sections:					
Attachments:	Council Memorandum Agreement Exhibit A Certificate of Interested Parties				

Date	Ver.	Action By	Action	Result

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CITY COUNCIL MEMORANDUM

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

ORIGINATING DEPARTMENT **Aviation**

BACKGROUND INFORMATION

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

DISCUSSION/CONCLUSION

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

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

FISCAL IMPACT

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

RECOMMENDATION

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

LETTER OF AGREEMENT

This is a Letter of Agreement ("Agreement") between the **City of Killeen** (referred to herein as "City") and **Reed – Joseph International Company** (referred to herein as "Contractor"), collectively the "Parties". This Agreement is made this 28th day of July 2016.

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

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

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

Consideration. Contractor agrees to provide the services stated above for the following consideration:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

City	Contractor
Lillian Ann Farris, Interim City Manager	J. Barthell Joseph, III
City of Killeen	Vice President, Reed-Joseph International Co.

Reed-Joseph International Company

OVER 60 YEARS OF SUCCESSFUL BIRD & WILDLIFE CONTROL
A VETERAN-OWNED SMALL BUSINESS

FLY KILLEEN

KILLEEN - FORT HOOD

REGIONAL AIRPORT, TEXAS

JULY 2016

SCARE WARS® SYSTEM

THE FOUNDATION OF A SUCCESSFUL BASH PROGRAM

*Operating at **Optimum Readiness with** Minimum Maintenance*

Tel: 1-800-647-5554 800 Main Street, Greenville, MS 38701 www.reedjoseph.com

EXHIBIT "A"

Reed-Joseph International Company
P.O. Box 894, Greenville, MS 38702 / 800 Main Street, Greenville, MS 38701

July 15, 2016

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

Reference: RFP 16-18

Dear Friends,

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

Kindest regards,

J. Barthell Joseph, III
Reed-Joseph International Company

Enclosures

Request for Proposals Number 16-18

Wildlife Hazard Reduction Equipment

Table of Contents

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

Evaluation Criteria

Project Team, Firm Qualifications, and Key Personnel

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

Project Delivery

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

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

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

Shipment of Equipment

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

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

Assembly and Installation

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

Day One: Our installation team arrives at GRK.

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

Day Two:

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

Day Three: Complete equipment assembly.

Day Four: Begin moving equipment to the airfield.

Day Five: Complete moving equipment to airfield.

Day Six: Trouble shooting & training.

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

Technical Aspects and Cost Saving Measures

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

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

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

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

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

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

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

Customer Service Philosophy

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

System Cost

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

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

PROPOSAL OFFER FORM

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

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

Company Name: Reed-Joseph International Company

Company Address: 800 Main Street, Greenville, MS 38701

Company Mailing Address (If different from physical address): _____

Company Phone Number: 800-647-5554

Company Fax Number: 662-335-8850

Company Website: www.reedjoseph.com

Company Tax ID Number: 64-0662028

REQUIRED SIGNATURE OF AUTHORIZED OFFEROR (Must Sign in Ink)

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

J. Barthell Joseph, III — Vice President

Printed Name of Authorized Firm Representative — Title

July 15, 2016

Signature of Authorized Firm Representative — Date

Initial _____

PRICING FORM - STIPULATED SUM

To:

Purchasing Manager
City of Killeen, Texas
207 W. Avenue D
Killeen, TX 76541

Project: Request for Proposals No.16-18
Wildlife Hazard Reduction Equipment
Killeen-Fort Hood Regional Airport
8101 Clear Creek Road, Killeen, Texas 76549.

Date: July 15, 2016

Submitted by:
(Full name)

J. Barthell Joseph, III

(Full address)

Reed-Joseph International Company

800 Main Street

Greenville, MS 38701

1. BASE PRICING PER PLANS AND SPECIFICATIONS

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

One hundred forty seven thousand two hundred ninety five
US Dollars
($ 147,295).

Initial

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

1) Installation of equipment on airfield

Total price

One hundred seven thousand three hundred

US Dollars

($ 107,300).

2) Installation of system in the Air Traffic Control Tower

Total price

Seventeen thousand nine hundred ninety five

US Dollars

($ 17,995).

3) Training of personnel on equipment usage

Total price

No charge

US Dollars

($ 00).

4) Warranty

Total price

Twenty two thousand

US Dollars

($ 22,000).

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

One hundred forty seven thousand two hundred ninety five

US Dollars*

($ 147,295).

Initial

2. ADD ALTERNATES

Add Alternates will include but are not limited to:

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

Thirteen thousand eight hundred forty
US Dollars

($ 13,840).

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

Sixteen hundred
US Dollars

($ 1,600)

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

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

3. ACCEPTANCE

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

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

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

Initial

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

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

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

4. CONTRACT TIME

If this Proposal is accepted, the proposer will:

- Complete the Work to achieve Final Completion of said project within 120 days of NTP, unless the period for completion is extended by an approved Change Order based upon reasonable cause and justification and in accordance with the contract.

- Agree to pay liquidated damages in the sum of $500 for each consecutive calendar day required to complete the Work beyond Substantial and/or Final Completion, as applicable, or as extended by an approved Change Order.

5. ADDENDA

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

Addendum No. _____ Dated _____, 2016

Addendum No. _____ Dated _____, 2016

Addendum No. _____ Dated _____, 2016

Addendum No. _____ Dated _____, 2016

Addendum No. _____ Dated _____, 2016

Initial _____

6. PRICING FORM SIGNATURE(S)

The Corporate Seal of

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

Was hereunto affixed in the presence of:

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

(Seal)

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

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

Initial _____

COMPANY INFORMATION

1. Company Legal Name: R-J INTN'L, Inc.

2. Federal Employer ID#: 64-0662028

3. Parent Company (if applicable): _____

4. Year Founded: 1953

5. Years of Experience providing Wildlife Hazard Reduction Equipment: 63

6. Address: 800 Main Street

   Greenville, MS 38701

7. Phone: 800-647-5554

8. Fax: 662-335-8850

9. Website: www.reedjoseph.com

10. Contracting License #:_____State:_____
    Classification:_____

11. Company Type: _X_Corporation ____Partnership _____ LLC _____ESOP
    _____Sole Proprietor _____Wholly-Owned Subsidiary _____Joint Venture

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

Initial _____

CONFLICT OF INTEREST QUESTIONNAIRE, FORM CIQ

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

What vendors/persons are subject to Chapter 176?

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

- Any "person" who contracts or seeks to contract for the sale or purchase of property, goods, or services with a local governmental entity
- An agent of a person who contracts or seeks to contract for the sale or purchase of property, goods, or services with a local governmental entity
- A vendor shall file a completed conflict of interest questionnaire if the person has a business relationship with a local governmental entity and:

  (1) has an employment or other business relationship with an officer of that local governmental entity, or a family member of the officer that results in taxable income exceeding $2,500 during the 12 month period preceding the date a contract is executed or a contract is being considered; Local government officer means a member of the governing body, a person designated the executive officer or an agent (including an employee) who exercises discretion in the planning, recommending or contracting of a vendor. or

  (2) has given an officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value of more than $100in the 12 month period preceding the date a contract is executed or a contract is being considered.

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

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

To what type of contracts does the bill apply?

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

When must a vendor file the conflict of interest questionnaire?

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

What has to be revealed?

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

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

Each number below corresponds with the number on FORM CIQ:

1. Fill in the full name of the person who is trying to do business with the City. If the person is a corporation, partnership, etc., then it is the name of that corporation, partnership, etc., that is required on Form CIQ.

2. Check box if the form is an update to a form previously completed. Updates are required by the 7th business day after an event that makes a statement in a previously filed questionnaire incomplete or inaccurate. Updates are also required by September 1 of each year in which the person submits a proposal, bid or response to the City of Killeen or begins contract discussions or negotiations with the City.

3. Complete this Section by listing the name of the local government officer (member of City Council, City Manager or an employee who exercises discretion in the planning, recommending or contracting of a vendor) with whom there is an affiliation to or business relationship and you checked the "Yes" box in Section 3 A, B, or C. If there is more than one local government officer (City Council, City Manager or an employee who exercises discretion in the planning, recommending or contracting of a vendor) with whom there is an affiliation or business relationship, more than one page two may be needed to provide information on each local government officer.

4. State whether the local government officer named on the form receives or is likely to receive taxable income, other than investment income, from the vendor filing the questionnaire.

5. State whether the filer receives or is likely to receive taxable income, other than investment income, from or at the direction of the local government officer named on the form AND the taxable income is not received from the local governmental entity.

6. State whether the filer is employed by a corporation or other business entity with which the local government officer serves as an officer or director or holds an ownership interest of 10% or more.

7. Describe each employment or business relationship with the local government officer named on the form.

8. Signature box. Person completing form must date and sign the form. If the form is being completed for a corporation, partnership, etc. The person signing should be someone who is authorized to act on behalf of the corporation, partnership, etc.

A signature is required in box #4 regardless of any other entry on the form.

A copy of Chapter 176 of the Texas Local Government Code can be found at:

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

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

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

Reed-Joseph International Company

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

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

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

_____

Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

4

Signature of vendor doing business with the governmental entity

July 15, 2016

Date

Adopted 8/7/2015

Kinsale Insurance Company

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

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

BINDER

RE: R J Intnl Inc
dba Reed Joseph International Company
P O Box 894
Greenville, MS 38702

Policy #: 0100039350-0
Date: 06/01/2016

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

Company: Kinsale Insurance Company

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

Retro Date: n/a

Limits of Liability:

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

Business Description: Premises only - Manufacturer

Schedule of Underlying Insurance:

General Liability:

Carrier:	Admiral Insurance Company	Each Occurrence	$1,000,000
Policy Term:	02/10/2016 - 02/10/2017	General Aggregate	$2,000,000
Coverage Form:	Occurrence	Products / Completed Operations	$1,000,000
		Personal and Advertising Injury Limit	$1,000,000

Premium:	$4,800	Min. Earned Premium:	25.00%
Terrorism:	rejected		
Total Premium:	**$4,800**		
Company Fees:	**$250**		
Total Amount Due:	**$5,050**		

Premium is 100.00% minimum and deposit.
Company Fees, if applicable, are fully earned.
Taxes, fees and surcharges are the responsibility of the broker.

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

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

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

Complete copies of all underlying policies within 60 days.

Comments:

Exclusions and Endorsements:
CAX1000-0413 - Commercial Excess Liability Declarations
ADF9013-0815 - Notice - Where To Report A Claim
ADF4001-0110 - Schedule of Forms
CAX1001-0110 - Schedule of Underlying Insurance
CAX0001-0113 - Commercial Excess Liability Policy
CAX2005-0110 - Limitation of Coverage to Designated Project or Premises
CAX4008-0110 - Minimum Earned Premium
CAX4014-1211 - Non-Drop Down Provision
ADF3002-0110 - Exclusion -Terrorism
ADF3003-0110 - Exclusion - Absolute Pollution and Pollution Related Liability
CAX3015-0110 - Exclusion- New York
CAX3024-0311 - Exclusion- Assault and Battery
CAX3032-0110 - Exclusion- Injury to Independent Contractors
CAX3042-0110 - Exclusion- Automobile
CAX3049-0110 - Exclusion- Insured vs. Insured
CAX3055-0110 - Exclusion- Products/Completed Operations Hazard
CAX3068-0713 - Exclusion - Personal and Advertising Injury Liability
CAX3072-0814 - Exclusion - Access or Disclosure of Confidential or Personal Information and Data-Related Liability
ADF9004-0110 - Signature Endorsement
ADF9009-0110 - U.S. Treasury Department's Office of Foreign Assets Control (OFAC) Advisory Notice to Policyholders

RJINTER-01 BPURVIS

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/8/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
SouthGroup Greenville Hinkle
327 Main Street
Greenville, MS 38701

CONTACT NAME:
PHONE (A/C, No, Ext): (662) 378-5200 FAX (A/C, No): (662) 378-2237
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Progressive Gulf Insurance Company	42412
INSURER B : Markel American Insurance Co	28932
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
R J International Inc.
Levee Lands Inc
P O Box 894
Greenville, MS 38702

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:						EACH OCCURRENCE	$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
							PRODUCTS - COMP/OP AGG	$
								$
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS HIRED AUTOS X SCHEDULED AUTOS X NON-OWNED AUTOS			04125209-9	08/23/2015	08/23/2016	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
B	UMBRELLA LIAB OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $			BINDER	06/01/2016	08/23/2017	EACH OCCURRENCE	$ 5,000,000
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Maryland Aviation Administration
7005 Aviation Blvd
Glen Burnie, MD 21061

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Billie Whit Purvis

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WORKERS' COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY
Information Page
WC 00 00 01A

FFVA Mutual Insurance Co.

NCCI Co. No. 31321

Policy Number WC840-0021912-2016A
Prior Policy Number WC840-0021912-2015A

1. INSURED:
R-J International, Inc.

PO Box 894
Greenville, MS 38702-0894

Producer:
South Group Insurance and Financial
PO Box 3266
Ridgeland, MS 39158

Business Type: Corporation Federal Id No # 640662028 Risk Id No. #
Other Named Insured: See WC 99 06 10 Other Work Places See WC 99 06 09

2. POLICY PERIOD: The Policy Period Is From: 04/02/2016 To 04/02/2017 12:01 A.M. Standard Time at The Insured Mailing Address

3. COVERAGES:

A. Workers Compensation Insurance: Part One of the policy applies to the Workers Compensation Law of the states listed here:MS

B. Employers Liability Insurance: Part Two of the policy applies to work in each state listed in item 3A. The limits of our liability under Part Two are:

Bodily Injury by Accident	$	500,000	each accident
Bodily Injury by Disease	$	500,000	policy limit
Bodily Injury by Disease	$	500,000	each employee

C. Other States Insured: Part Three of the policy applies to the states, if any, listed here:
AL, FL, GA, IN, KY, NC, SC, TN, VA

D. This policy includes these endorsements and schedules:
See WC 99 06 08

4. COVERAGES: *The premium for this policy will be determined by our Manual of Rules, Classifications, Rates & Rating Plans. All information required below is subject to verification and change by audit.*

Classifications	Code No.	Premium Basis Total Estimated Annual Remuneration	Rate Per $100 of Remuneration	Estimated Annual Premium
See WC 00 00 01 A				

Minimum Premium: $825
Deposit Premium: $1,203

Total Estimated Premium $1,203

Interim Adjustment: Annually

Servicing Office:
P.O. Box 948239
Maitland, FL 32794-8239
(800) 346-4825

Issue Date 02/15/2016 **Countersigned By:** Craig Meuzel Date

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FFVA Mutual Insurance Co.

Policy Number WC840-0021912-2016A Insurer FFVA Mutual Insurance Co.

Location Number: 1 Insured R-J International, Inc.
State: MS Insured Unit Name R-J International, Inc.

The Policy Period Is From: 04/02/2016 To 04/02/2017 12:01 A.M. Standard Time at The Insured Mailing Address

Policy Rating Period 04/02/2016 To 04/02/2017

Classifications	Code No.	Premium Basis Total Estimated Annual Remuneration	Rate Per $100 of Remuneration	Estimated Annual Premium
Store: Wholesale Noc	8018	21,460	2.06	442
Clerical Office Employees Noc	8810	191,280	0.23	440

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

FFVA Mutual Insurance Co.

PARTNERS, OFFICERS AND OTHERS EXCLUSION ENDORSEMENT

Endorsement No.
Endorsement Effective 04/02/2016

NCCI Co. No 31321
FFVA Mutual Insurance Co.
(NAME OF INSURANCE COMPANY)

Policy Number WC840-0021912-2016A

Insured R-J International, Inc.

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

Schedule

Partners	Officers	Others
	Clarke Reed	

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WORKERS' COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY
Extension Schedule

WC 99 06 10

FFVA Mutual Insurance Co.

Policy Number WC840-0021912-2016A

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

The Policy Period Is From: 04/02/2016 To04/02/2017

Named Insured:	Business Type:	FEIN:
Levee Lands Company	Corporation	640690500

WORKERS' COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY
Extension Schedule

WC 99 06 08

FFVA Mutual Insurance Co.

Policy Number WC840-0021912-2016A

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

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

Schedule of Endorsements:

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

Issue Date 02/15/2016

Request for Proposals No. 16-18
WILDLIFE HAZARD REDUCTION EQUIPMENT
Killeen-Fort Hood Regional Airport
Due Date/Time: July 20, 2016 @ 2:00 PM

Initial _____

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

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

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

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

Initial _____

CERTIFICATION OF NONSEGREGATED FACILITIES - 41 CFR PART 60-1.8

Notice to Prospective Federally Assisted Firms

1. A Certification of Non-Segregated Facilities shall be submitted prior to the award of a federally-assisted contract exceeding $10,000 which is not exempt from the provisions of the Equal Opportunity Clause.

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

CERTIFICATION OF NONSEGREGATED FACILITIES

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

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

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

Initial _____

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

SCHEDULE

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

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

Initial _____

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

OVERVIEW

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

BASE SCOPE

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

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

1. System shall be capable of remote control from hand held radios/transmitters as well as a fixed base controller via a PC.

2. The software for the system shall provide at least the following features:
   A. Ability to access and control all remote stations.
   B. Ability to assign each remote station into any group or groups without restriction.
   C. Programmable scheduling for automatic firing.
   D. Ability to log and print unit activation history.
   E. Software components preferred, but not mandatory: Upgrade capability; fuel level readings in remote units; customized airfield diagram depicting locations of remote units with point and click capability.

3. Three (3) rechargeable, digital hand held radio/transmitters capable of activating the system anywhere on the airfield.

Initial _____

4. Any required base antenna to transmit commands to remote stations.

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

Initial _____

ADD ALTERNATES

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

   Master Control Work Station and Hand Held Transmitters:

   1. Verify proper operation

   Remote Bird Deterrent Stations:

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

   LP Gas Cannons:

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

   Distress Cry Generators:

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

Initial _____

GENERAL INFORMATION

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

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

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

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

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

2. To consider federal, state, and local laws and regulations that may affect cost, progress, performance, or furnishing of the work.

INQUIRIES

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

NON-ACCEPTANCE OF SUBMITTALS

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

Initial _____

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

CONDITIONS FOR SUBMITTAL

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

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

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

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

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EVALUATION OF SUBMITTALS

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

GENERAL REQUIREMENTS OF THE SUCCESSFUL FIRM

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

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

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

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

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

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GENERAL TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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in the best interest of City.

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

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

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

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

Conflict of interest: The successful firm acknowledges and agrees that it is subject to the applicable Texas Conflict of Interest regulations generally found in Texas Local Government Code, Section 176 et seq., and that it has an affirmative duty to disclose any conflict of interest contemplated there under or by other applicable law. The successful firm further acknowledges that if a member of the City Council, a Councilmember's close relative, or any officer or employee of the City has a financial interest, direct or indirect, or by reason of ownership of stock in any corporation, in any contract with the City, or be financially interested, directly or indirectly, in the sale to the City any land, materials, supplies, or services except on behalf of the City, as an officer or employee, the official shall file before a vote or decision on any matter involving the business entity or the real property, an affidavit stating the nature and extent of the interest and shall abstain from further participation in the matter if:

1. In the case of a substantial interest in a business entity the action on the matter will have a special economic effect on the business entity that is distinguishable from the effect on the public; or

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

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

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

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

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

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

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

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

1. have adequate financial resources, or the ability to obtain such resources as required;
2. be able to comply with the required or proposed pickup/delivery schedule;
3. have a satisfactory record of performance;
4. have a satisfactory record of safety;
5. have a satisfactory record of integrity and ethics;
6. be otherwise qualified and eligible to receive an award.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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contesting the solicitation, the project name and number, and the specific grounds for the protest with all supporting documentation. A response to the protest will be prepared by the Purchasing Department within ten (10) business days of the receipt of the protest. All determinations made by the City are final.

SUPPLEMENTAL GENERAL CONDITIONS

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

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

1. Worker's Compensation Insurance Coverage.

   A. Definitions:

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

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

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B. The successful firm shall provide workers compensation coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the requirements of Texas Labor Code, Section 401.011(44) for all employees of the successful firm providing services on the project, for the duration of the project.

C. The successful firm must provide a certificate of coverage to the City prior to being awarded the contract.

D. If the coverage period shown on the successful firm's current certificate of coverage ends during the duration of the project, the successful firm must, prior to the end of the coverage period, file a new certificate of coverage with the City showing that coverage has been extended.

E. The successful firm shall obtain from each person providing services on a project, and provide to the City:

(1) a certificate of coverage, prior to that person beginning work on the project, so the City will have on file certificates of coverage showing coverage for all persons providing services on the project; and
(2) no later than seven days after receipt by the successful firm, a new certificate of coverage showing Extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

F. The successful firm shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

G. The successful firm shall notify the City in writing by certified mail or personal delivery, within 10 days after the successful firm knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

H. The successful firm shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

I. The successful firm shall contractually require each person with whom it contracts to provide services on a project, to:

(1) provide workers compensation coverage based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the requirements of Texas Labor Code Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;

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(2) provide to the successful firm, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;

(3) provide the successful firm, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(4) obtain from each other person with whom it contracts, and provide to the successful firm:

(a) a certificate of coverage, prior to the other person beginning work on the project; and

(b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

(6) notify the City, in writing, by certified mail or personal delivery, within 10 days after the successful firm knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project;

(7) contractually require each person with whom it contracts, to perform as required by paragraphs A - G, with the certificates of coverage to be provided to the person for whom they are providing services.

J. By signing this contract or providing or causing to be provided a certificate of coverage, the successful firm who will provide services on the project will be covered by workers compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with appropriate insurance carrier or, in case of a self-insured, with the Texas Department of Insurance Division of Self-Insurance Regulation. Providing false or misleading information may subject the successful firm to administrative penalties, criminal penalties, civil penalties, or other civil actions.

K. The successful firm's failure to comply with any of these provisions is a breach of contract by the successful firm which entitles the City to declare the contract void if the successful firm does not remedy the breach within ten days after receipt of notice of breach from the City.

2. Commercial General Liability Insurance with minimum limits of:

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

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

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

4. Automobile Liability Insurance for all owned, non-owned and hired vehicles with minimum limits for Bodily Injury of $250,000 for each person and $500,000 for each occurrence and Property Damage limits of $100,000 or a Combined Single Limit of $600,000.

5. On all new or remodeling building projects: All Risk Builders Risk Insurance for insurable building projects shall be insured in the amount of the contract price for such improvements. The City and successful firm waive all rights against each other for damages caused by fire or other perils to the extent covered by Builders Risk Insurance required under this section, except as to such rights as they may have in the proceeds of such insurance. The successful firm shall require similar waivers by Subcontractors and Sub-subcontractors.

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

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

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

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

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

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

A. Naming the City of Killeen, P.O. Box 1329, Killeen, Texas 76540, as additional insured (except Workers' Compensation and Builders Risk).

B. To provide a waiver of subrogation to the City of Killeen.

C. That obligates the insurance company to notify the Purchasing Manager, City of Killeen, P.O. Box 1329, Killeen, Texas 76540, that no policies will be cancelled or reduced, restricted or limited until thirty (30) days after the City has received written notice as evidenced by return receipt of registered or certified letter.

D. That the "other" insurance clause shall not apply to the City where the City is an additional insured shown on policy. It is intended that policies required in this agreement, covering both the City and successful firm, shall be considered primary coverage as applicable.

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

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

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

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

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

PROPOSING FIRMS' QUALIFICATIONS

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

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

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

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

SUBMITTAL ELEMENTS AND FORMAT

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

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

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

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listed in the RFP.

BODY OF SUPPORTING DOCUMENTS

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

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

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

RFP SECTIONS

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

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

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EVALUATION CRITERIA

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

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

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

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

The following scoring will be used to evaluate submittals:

1. **Project Team, Firm Qualifications, and Key Personnel – maximum 5 Points**

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

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2. **Project Delivery Approach – maximum 10 points**

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

(1) concept of the project;
(2) strategy (how and why the team decided to approach the project to reach the final result);
(3) supporting tactics used to ensure a successful project (e.g. 3-D modeling, etc.);
(4) the final result of the project (was it on-time [or why not], within budget, required number of change orders, etc.;
(5) demonstrate an effective quality assurance plan with emphasis on the implementation of the design criteria and quality of installation of the systems upgrades; and
(6) the example project must have been completed within the past (3) three years.

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

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

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

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

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

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

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

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

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

A. 5 Points – What is the demonstrated philosophy of the team toward customer service

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

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

5. Fee Proposal – maximum 20 points

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

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

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PROPOSAL OFFER FORM

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

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

Company Name: Reed-Joseph International Company

Company Address: 800 Main Street, Greenville, MS 38701

Company Mailing Address (If different from physical address): _____

Company Phone Number: 800-647-5554

Company Fax Number: 662-335-8850

Company Website: www.reedjoseph.com

Company Tax ID Number: 64-0662028

REQUIRED SIGNATURE OF AUTHORIZED OFFEROR (Must Sign in Ink)

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

J. Barthell Joseph, III — Vice President

Printed Name of Authorized Firm Representative — Title

July 15, 2016

Signature of Authorized Firm Representative — Date

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PRICING FORM - STIPULATED SUM

To:

Purchasing Manager
City of Killeen, Texas
207 W. Avenue D
Killeen, TX 76541

Project: Request for Proposals No.16-18
Wildlife Hazard Reduction Equipment
Killeen-Fort Hood Regional Airport
8101 Clear Creek Road, Killeen, Texas 76549.

Date: July 15, 2016

Submitted by:
(Full name)

J. Barthell Joseph, III

(Full address)

Reed-Joseph International Company

800 Main Street

Greenville, MS 38701

1. BASE PRICING PER PLANS AND SPECIFICATIONS

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

One hundred forty seven thousand two hundred ninety five
US Dollars
($ 147,295).

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

1) Installation of equipment on airfield

Total price

One hundred seven thousand three hundred

US Dollars

($ 107,300).

2) Installation of system in the Air Traffic Control Tower

Total price

Seventeen thousand nine hundred ninety five

US Dollars

($ 17,995).

3) Training of personnel on equipment usage

Total price

No charge

US Dollars

($ 00).

4) Warranty

Total price

Twenty two thousand

US Dollars

($ 22,000).

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

One hundred forty seven thousand two hundred ninety five

US Dollars*

($ 147,295).

Initial

2. ADD ALTERNATES

Add Alternates will include but are not limited to:

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

Thirteen thousand eight hundred forty
US Dollars

($ 13,840).

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

Sixteen hundred
US Dollars

($ 1,600)

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

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

3. ACCEPTANCE

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

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

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

Initial

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

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

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

4. CONTRACT TIME

If this Proposal is accepted, the proposer will:

- Complete the Work to achieve Final Completion of said project within 120 days of NTP, unless the period for completion is extended by an approved Change Order based upon reasonable cause and justification and in accordance with the contract.

- Agree to pay liquidated damages in the sum of $500 for each consecutive calendar day required to complete the Work beyond Substantial and/or Final Completion, as applicable, or as extended by an approved Change Order.

5. ADDENDA

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

Addendum No. _____ Dated _____, 2016

Addendum No. _____ Dated _____, 2016

Addendum No. _____ Dated _____, 2016

Addendum No. _____ Dated _____, 2016

Addendum No. _____ Dated _____, 2016

Initial _____

6. PRICING FORM SIGNATURE(S)

The Corporate Seal of

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

Was hereunto affixed in the presence of:

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

(Seal)

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

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

Initial _____

COMPANY INFORMATION

1. Company Legal Name: R-J INTN'L, Inc.

2. Federal Employer ID#: 64-0662028

3. Parent Company (if applicable): _____

4. Year Founded: 1953

5. Years of Experience providing Wildlife Hazard Reduction Equipment: 63

6. Address: 800 Main Street

   Greenville, MS 38701

7. Phone: 800-647-5554

8. Fax: 662-335-8850

9. Website: www.reedjoseph.com

10. Contracting License #:_____State:_____
    Classification:_____

11. Company Type: _X_Corporation ____Partnership _____ LLC _____ESOP
    _____Sole Proprietor _____Wholly-Owned Subsidiary _____Joint Venture

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

Initial _____

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

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

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

SURETY AND BONDING

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

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

15. Can you company furnish a Payment and Performance Bond: X Yes ____ No

16. Surety Company (indicate if none): None

17. Surety broker / agent contact: _____

18. Bonding Capacity: _____ Per Job $_____

Aggregate $_____

19. Bond Rate (per thousand): _____

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

REFERENCE

Initial _____

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

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

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

Dated this day of July 15, 2016

By: _____

Title: Vice President

STATE OF MISSISSIPPI

COUNTY OF WASHINGTON

Subscribed and sworn to before me this 15 day of

JULY, 2016.

Gwendolyn H. Toler

Notary Public

My commission expires: June 26, 2020

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 21208 GWENDOLYN H. TOLER Commission Expires June 26, 2020 WASHINGTON COUNTY

Initial _____

APPENDIX A

The proposing firm certifies compliance with the standards and requirements set forth in this

REQUEST FOR PROPOSALS
NO. 16-18

Printed Firm Name: Reed-Joseph International Company

THE PROPOSING FIRM CERTIFIES COMPLIANCE WITH **REQUEST FOR PROPOSALS NO. 16-18**

__X__ **YES**

_____ **NO**

_____ **YES, WITH STATED EXCEPTIONS**

Certified by Barthell Joseph Printed Name

Certified by _____ Signature

A STATEMENT OF EXCEPTIONS, EXCLUSIONS OR ITEMS FOR WHICH COMPLIANCE CANNOT AND / OR IS NOT INTENDED IS LISTED BELOW:

EXCEPTIONS:

Specification	Exception	Note

Use additional sheets if needed.

City of Killeen Holiday Listing (for Reference)

The following days are recognized as City-paid holidays:

Holiday	Dates Observed
New Year's Day	January 1
Martin Luther King Day	3rd Monday in January
President's Day	3rd Monday in February
Good Friday	Friday before Easter
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Columbus Day	2nd Monday in October
Veteran's Day	November 11
Thanksgiving Day	4th Thursday in November
	Day after Thanksgiving
Christmas Eve	Day before Christmas
Christmas Day	December 25

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

Proposing Firm Reed-Joseph International Company

Authorized Signature

Print Name and date J. Barthell Joseph, III July 15, 2016

CONFLICT OF INTEREST QUESTIONNAIRE, FORM CIQ

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

What vendors/persons are subject to Chapter 176?

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

- Any "person" who contracts or seeks to contract for the sale or purchase of property, goods, or services with a local governmental entity
- An agent of a person who contracts or seeks to contract for the sale or purchase of property, goods, or services with a local governmental entity
- A vendor shall file a completed conflict of interest questionnaire if the person has a business relationship with a local governmental entity and:

  (1) has an employment or other business relationship with an officer of that local governmental entity, or a family member of the officer that results in taxable income exceeding $2,500 during the 12 month period preceding the date a contract is executed or a contract is being considered; Local government officer means a member of the governing body, a person designated the executive officer or an agent (including an employee) who exercises discretion in the planning, recommending or contracting of a vendor. or

  (2) has given an officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value of more than $100in the 12 month period preceding the date a contract is executed or a contract is being considered.

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

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

To what type of contracts does the bill apply?

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

When must a vendor file the conflict of interest questionnaire?

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

What has to be revealed?

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

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

Each number below corresponds with the number on FORM CIQ:

1. Fill in the full name of the person who is trying to do business with the City. If the person is a corporation, partnership, etc., then it is the name of that corporation, partnership, etc., that is required on Form CIQ.

2. Check box if the form is an update to a form previously completed. Updates are required by the 7th business day after an event that makes a statement in a previously filed questionnaire incomplete or inaccurate. Updates are also required by September 1 of each year in which the person submits a proposal, bid or response to the City of Killeen or begins contract discussions or negotiations with the City.

3. Complete this Section by listing the name of the local government officer (member of City Council, City Manager or an employee who exercises discretion in the planning, recommending or contracting of a vendor) with whom there is an affiliation to or business relationship and you checked the "Yes" box in Section 3 A, B, or C. If there is more than one local government officer (City Council, City Manager or an employee who exercises discretion in the planning, recommending or contracting of a vendor) with whom there is an affiliation or business relationship, more than one page two may be needed to provide information on each local government officer.

4. State whether the local government officer named on the form receives or is likely to receive taxable income, other than investment income, from the vendor filing the questionnaire.

5. State whether the filer receives or is likely to receive taxable income, other than investment income, from or at the direction of the local government officer named on the form AND the taxable income is not received from the local governmental entity.

6. State whether the filer is employed by a corporation or other business entity with which the local government officer serves as an officer or director or holds an ownership interest of 10% or more.

7. Describe each employment or business relationship with the local government officer named on the form.

8. Signature box. Person completing form must date and sign the form. If the form is being completed for a corporation, partnership, etc. The person signing should be someone who is authorized to act on behalf of the corporation, partnership, etc.

A signature is required in box #4 regardless of any other entry on the form.

A copy of Chapter 176 of the Texas Local Government Code can be found at:

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

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

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

Reed-Joseph International Company

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

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

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

_____

Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

4

_____ July 15, 2016

Signature of vendor doing business with the governmental entity Date

Adopted 8/7/2015

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

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

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

SURETY AND BONDING

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

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

15. Can you company furnish a Payment and Performance Bond: X Yes ____ No

16. Surety Company (indicate if none): None

17. Surety broker / agent contact: _____

18. Bonding Capacity: _____ Per Job $_____

Aggregate $_____

19. Bond Rate (per thousand): _____

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

REFERENCE

Initial _____

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

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Replace Scare Wars system	BWI Airport, MD	Ms. Robin Bowie	410-859-7103	rbowie@ bwiairport.com

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

Dated this day of July 15, 2016

By: _____

Title: Vice President

STATE OF MISSISSIPPI

COUNTY OF WASHINGTON

Subscribed and sworn to before me this 15 day of

JULY, 2016.

Gwendolyn H Toler
Notary Public

My commission expires: June 26, 2020

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 21208 GWENDOLYN H. TOLER Commission Expires June 26, 2020 WASHINGTON COUNTY

Initial _____

APPENDIX A

The proposing firm certifies compliance with the standards and requirements set forth in this

REQUEST FOR PROPOSALS
NO. 16-18

Printed Firm Name: Reed-Joseph International Company

THE PROPOSING FIRM CERTIFIES COMPLIANCE WITH **REQUEST FOR PROPOSALS NO. 16-18**

X YES
NO

YES, WITH STATED EXCEPTIONS

Certified by Barthell Joseph Printed Name

Certified by Signature

A STATEMENT OF EXCEPTIONS, EXCLUSIONS OR ITEMS FOR WHICH COMPLIANCE CANNOT AND / OR IS NOT INTENDED IS LISTED BELOW:

EXCEPTIONS:

Specification	Exception	Note

Use additional sheets if needed.

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Columbus Day	2nd Monday in October
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Thanksgiving Day	4th Thursday in November
	Day after Thanksgiving
Christmas Eve	Day before Christmas
Christmas Day	December 25

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

Proposing Firm Reed-Joseph International Company

Authorized Signature _____

Print Name and date J. Barthell Joseph, III July 15, 2016

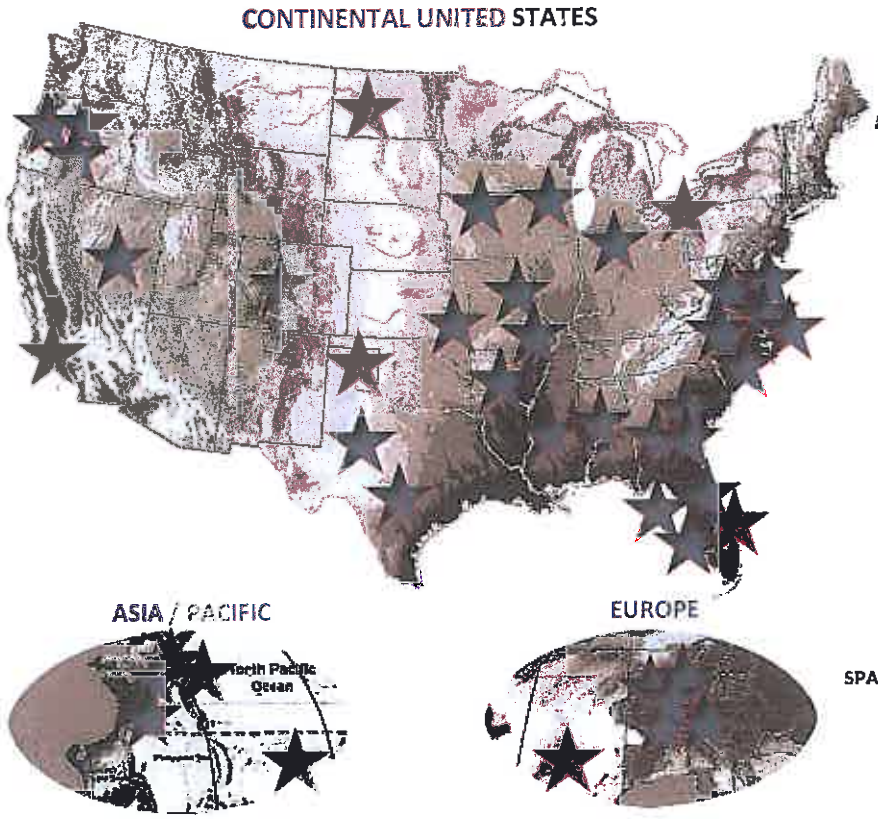
REED-JOSEPH INTERNATIONAL COMPANY

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

REED-JOSEPH SCARE WARS® SYSTEM INSTALLATIONS

Over 60 YEARS Since 1963

ANDERSEN AFB, GUAM
ANDREWS AFB
ATLANTA INT
AVIANO AB, ITALY
ASHIYA AB, JAPAN
BALTIMORE WASHINGTON INT
BARKSDALE AFB
BIRMINGHAM INT
BUCKLEY ANG
CAPE CANAVERAL AFS
CHIEVRES AB, BELGIUM
COLUMBUS AFB
EG&G SPECIAL PROJECTS
HILLSBORO
INCIRLIK AB, TURKEY
IWAKUNI MCAS, JAPAN
KENNEDY SPACE CENTER
LANGLEY AFB
LAJES FIELD, AZORES
LITTLE ROCK AFB
MARTIN STATE
MCENTIRE ANGS



MIDAMERICA
MINNEAPOLIS/ST PAUL INT
MINOT AFB
MISAWA AB, JAPAN
MOODY AFB
NIAGARA FALLS ARS
ORLANDO SANFORD
PATUXENT RIVER NAS
PATRICK AFB
PORTLAND INT
RAMSTEIN AB, GERMANY
RANDOLPH AFB
REAGAN NATIONAL
SCOTT AFB
SELFRIDGE ANGB
SHEBOYGAN COUNTY
SHEPPARD AFB
SPANGDAHLEM AB, GERMANY
TROUTDALE
WHITEMAN AFB
YOKOTA AB, JAPAN
VANDENBERG AFB

FIELDED & PROVEN

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

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

GSA Advantage!
GSA Schedule Contract No: GS-06F-0012N

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

Tel: 1-800-647-5554 Fax: 662-335-8850 P.O. Box 894, Greenville, MS 38702 sales@reedjoseph.com www.reedjoseph.com

SCARE WARS® SYSTEM DESCRIPTION

SCARE WARS® SYSTEM REMOTE BIRD DETERRENT UNIT

Portable, secure and solar powered.

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

Has two major components:

- **SCARE AWAY© R4 ELECTRIC MULTI-BANG LP GAS CANNON**

ALL NEW ELECTRIC DESIGN PROVIDING GREATER EFFECTIVENESS

- **BIRD GARD® DISTRESS CRY GENERATOR**

FIELD TESTED SOUNDS EMPLOYED BY WILDLIFE CONTROL SPECIALISTS WORLDWIDE

SCARE AWAY© R4 ELECTRIC MULTI-BANG LP GAS CANNON

Completely electric, with no moving parts.

The loudest cannon available, with 130 dB blasts.

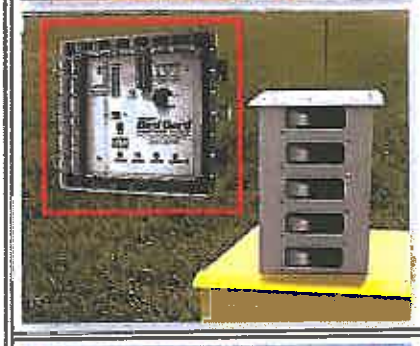
NEW PRODUCT

Multi-Bang technology produces random shots.

The Rotomat is an electric, belt-driven platform that rotates 360˚.

'SmartCannon' design turns the cannon off even if radio command is missed.

ELECTRIC DESIGN ALLOWS BETTER CANNON PERFORMANCE AND LESS MAINTENANCE



BIRD GARD® DISTRESS CRY GENERATOR

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

Features programmable, multiple sounds customized to suit the specific airfield environment.

Two high-output amplifiers create 125 decibels of crystal clear sound, with a frequency range of 2,000 to 5,000 hertz, specially designed for maximum effect on auditory senses.

The speaker tower has five loudspeakers on each of the four sides, for perfect 360˚ coverage.

BIRD GARD® IS SIMPLICITY AT ITS FINEST BEING SOLID STATE WITH NO MOVING PARTS

MASTER WORKSTATION

The Master Workstation transmits commands to Remote Bird Deterrent Units on the airfield.

Operates with narrow band channel spacing.

High speed, digital data transmission.

Fuel gauge estimates remaining LP gas in each Remote Bird Deterrent Unit.

Triple redundancy, assuring more reliable radio transmission.

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

HANDHELD TRANSMITTER

Allows the Scare Wars® System to be activated from anywhere on the airfield.

Excellent RF specifications.

Secure, customer designated frequency.

Rechargeable, rugged, and reliable.

It is synthesized programmable; power output is selectable, with narrow band channel spacing.

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

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

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

Tel: 1-800-647-5554 Fax: 662-335-8850 P.O. Box 894, Greenville, MS 38702 sales@reedjoseph.com www.reedjoseph.com

AIRFIELD DIAGRAM - KILLEEN-FORT HOOD REGIONAL AIRPORT

SCARE WARS® (20)
REMOTE BIRD DETERRENT UNITS

UNITS WITH BIRD GARD® (10)
DISTRESS CRY GENERATORS

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2016-90849

Date Filed:
07/26/2016

Date Acknowledged:

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

Reed-Joseph International Co.
Greenville, MS United States

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

Killeen-Fort Hood Regional 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.

RFP 16-18
Wildlife Hazard Reduction Equipment

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. [X]

6 AFFIDAVIT

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

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 21208 GWENDOLYN H. TOLER Commission Expires June 26, 2020 WASHINGTON COUNTY

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Gwendolyn H. Toler, this the 28th day of July, 20 16, to certify which, witness my hand and seal of office.

Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

City of Killeen

Legislation Details

File #:	RS-16-099	**Version:**	1	**Name:**	Trimmier Rd Widening Change Order No. 10
Type:	Resolution			**Status:**	Resolutions
File created:	7/18/2016			**In control:**	City Council Workshop
On agenda:	8/16/2016			**Final action:**	
Title:	Consider a memorandum/resolution authorizing the execution of Change Order No. 10 to McLean Construction, Inc. for the Trimmier Road Widening Project.				
Sponsors:	Public Works Department, Transportation Division				
Indexes:	Trimmier Road Widening				
Code sections:					
Attachments:	Council Memorandum Change Order Bid Items Certificate of Interested Parties				

Date	Ver.	Action By	Action	Result

powered by Legistar™

CITY COUNCIL MEMORANDUM

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

ORIGINATING DEPARTMENT **PUBLIC WORKS - TRANSPORTATION DIVISION**

BACKGROUND INFORMATION

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

DISCUSSION/CONCLUSION

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

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

FISCAL IMPACT

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

RECOMMENDATION

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

CHANGE ORDER

No. 10

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

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

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

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

Attachments: Bid Items worksheet.

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

RECOMMENDED:

By: _____
ENGINEER (Authorized Signature)

Date: _____

APPROVED:

By: _____
TxDOT (Authorized Signature)

Date: _____

ACCEPTED:

By: _____
CONTRACTOR (Authorized Signature)

Date: _____

APPROVED:

By: _____
OWNER (Authorized Signature)

Date: _____

CHANGE ORDER

INSTRUCTIONS

A. GENERAL INFORMATION

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

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

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

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

B. COMPLETING THE CHANGE ORDER FORM

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

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

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

JOB NAME: TRIMMIER ROAD WIDENING - CO#10

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

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2016-85330

Date Filed:
07/15/2016

Date Acknowledged:

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

McLean Construction
Killeen, TX United States

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

City of Killeen

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

TXDOT CSJ 0909-36-147
Trimmier Rd Traffic Signal Improv.

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Mclean Construction	Killeen, TX United States	X	

MARIO S VILLALPANDO
Notary Public, State of Texas
Comm. Expires 01-13-2020
Notary ID 128848540

5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT

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

MARIO S. VILLALPANDO
Notary Public, State of Texas
My Commission Expires
January 13, 2020

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Steve Shepherd, this the 21 day of JULY, 20 16, to certify which, witness my hand and seal of office.

Signature of officer administering oath | Printed name of officer administering oath: Mario Villalpando | Title of officer administering oath

City of Killeen

Legislation Details

File #:	RS-16-100	**Version:**	1	**Name:**	KAAC lease amendment No.1 with Bell County
Type:	Resolution			**Status:**	Resolutions
File created:	8/10/2016			**In control:**	City Council Workshop
On agenda:	8/16/2016			**Final action:**	
Title:	Consider a memorandum/resolution authorizing a lease agreement amendment with Bell County Human Services for space at the Killeen Arts & Activities Center.				
Sponsors:	Community Development				
Indexes:					
Code sections:					
Attachments:	Council Memorandum Lease Agreement Amendment				

Date	Ver.	Action By	Action	Result

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CITY COUNCIL MEMORANDUM

AGENDA ITEM	**Authorize Lease Agreement Amendment No. 1 with Bell County Human Services at the Killeen Arts & Activities Center**
ORIGINATING DEPARTMENT	**Community Development**

BACKGROUND INFORMATION

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

DISCUSSION/CONCLUSION

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

FISCAL IMPACT

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

RECOMMENDATION

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

STATE OF TEXAS §

§ **LEASE AGREEMENT**
AMENDMENT NO. 1

COUNTY OF BELL §

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

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

NOW, THEREFORE, WITNESSETH:

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

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

A. Monthly Rent

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

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

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

B. Place of Payment

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

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

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

D. Utilities

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

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

C. Locks and Security Devices

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

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

F. Maintenance and Repair Obligations

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

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

****

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

****

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

(1) Without limiting Lessee's obligation to indemnify the Lessor, Lessee shall provide, pay for, and maintain in full force at all times during the term of the lease agreement insurance coverage from an insurance carrier admitted to do business in the State of Texas that has at least an "A" rating with AM Best Company of its equivalent in the types and amounts as listed below. Lessee agrees to procure and maintain in force

during Lessee's occupancy of the premises, at Lessee's expense, insurance of the types and in the amounts require below, and such other insurance coverage and/or higher policy limits as may be required by any holder of a deed of trust, security interest, or mortgage that may now or hereafter affect the leased premises.

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

B. Indemnity and Hold Harmless Provisions

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

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

IN WITNESS WHEREOF, the parties have executed this lease in duplicate on this ____ day of _____, 2016.

CITY OF KILLEEN:

_____
Lillian Ann Farris
Interim City Manager

BELL COUNTY HUMAN SERVICES

_____
Jon H. Burrows
Bell County Judge

Exhibit “B”

Basic Rent

718 North Second Street, Suite B 6,044 square feet	$4,140.14 per month

Sundry charges

Key replacement	$15.00

Late Payment Penalty

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

City of Killeen

Legislation Details

File #:	OR-16-011	**Version:**	1	**Name:**	Repeal of Curbside Recycling
Type:	Ordinance			**Status:**	Ordinances
File created:	3/20/2015			**In control:**	City Council Workshop
On agenda:	8/16/2016			**Final action:**	
Title:	Consider an ordinance repealing Chapter 24, Article II, Division 4, Section 24-87 of the Killeen Code of Ordinances dissolving residential curbside recycling service and amending Chapter 24, Article II, Division 6, Recycling rates.				
Sponsors:	Public Works Department, Solid Waste, Recycling				
Indexes:					
Code sections:					
Attachments:	Council Memorandum Ordinance				

Date	Ver.	Action By	Action	Result

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CITY COUNCIL MEMORANDUM

AGENDA ITEM	**Ordinance dissolving residential curbside recycling service**
ORIGINATING DEPARTMENT	**Public Works / Solid Waste Division**

BACKGROUND INFORMATION

In May 2002, the City of Killeen initiated a curbside recycling collection program. The City originally took the program over from Harvest Recyclers, which operated the program from 2000-2002. Initially, when the City's Solid Waste Division took over the program, it was designed as a pilot program staged with one employee. As the pilot program grew over the years, additional employees were added to manage the workload. Currently, there are 2,804 subscription-based customers with collection days and customers served as follows: 835 on Monday, 735 on Tuesday, 589 on Thursday, and 645 on Friday. Due to the growth of City subscribers, the expansion of the City, and in order to continue to provide a high level of service, the Solid Waste curbside recycling subscription service collection and processing team has expanded to include four employees.

DISCUSSION/CONCLUSION

As discussed with City Council on July 12, 2016, the City's adopted Solid Waste Master Plan recommends dissolving residential curbside collection of recyclable materials because it is not cost effective. It costs the City more to provide the service than the City recovers in revenue. Based on SCS Engineers' rate model calculations, elimination of the curbside service is projected to save the City approximately $279,045 per year. Options were also discussed on July 12, 2016, that included the following: 1) continue to allow general residential rates to subsidize the program; 2) charge the actual cost of the service to the customers using the service; 3) eliminate the curbside service; or 4) eliminate the curbside service and refocus the resources to boost commercial recycling efforts as those efforts are more cost effective and result in a more substantial diversion of recyclables from the waste stream. The actual and potential consequences of eliminating the curbside service include diminished services available to City customers, increase of materials disposed of in the regular waste stream (leading to additional transport and disposal cost for the Solid Waste Transfer Station cost center), and potential inappropriate dumping of material within the City. However, following termination of the subscription service, Killeen citizens will still have the option of dropping off recyclables at the two existing drop-off sites within Killeen, including the Killeen Recycling Center located at 111 E. Avenue F and the City's Transfer Station located at 12200 SH 195. Based on all facts presented, City Council directed that an ordinance be brought forward for City Council's final consideration of eliminating the service.

City staff recommends terminating the subscription recycling program effective on October 1, 2016. This will enable City staff time to provide appropriate notice to existing customers.

FISCAL IMPACT

The annual operating cost for the Curbside Recycling program is approximately $381,280. Currently, annual revenue from subscribers is approximately $87,485 and revenue from sale of recyclable materials received from the curbside service is approximately $28,050. The projected additional transport and disposal costs is estimated at 70% of the 500 tons collected through the curbside service annually, assuming that 30% of the existing customers will continue to recycle at the City's drop of locations. The remaining 350 tons will diverted to the Transfer Station at an additional cost of $13,300 annually ($38.00 per ton). When both revenues and expenses are considered, elimination of the curbside service will produce an estimated annual savings of $279,045. The cost savings from the termination of the subscription recycling program that are realized were taken into consideration by SCS Engineers when they calculated the new recommended rates for Solid Waste. Consequently, no rate increases for Solid Waste Service are recommended for FY 17.

RECOMMENDATION

City staff recommends that City Council approve the attached ordinance repealing the residential curbside recycling program and amending related fees, effective October 1, 2016, and authorize the City's Solid Waste Division to effectuate the cessation of the program to include, without limitation, notifying customers, ceasing to accept new recycling customers, and ceasing to replace bins of existing customers when lost, damaged or destroyed, and liquidating assets in accordance with City policies.

ORDINANCE NO. 16-____

AN ORDINANCE REPEALING CHAPTER 24, ARTICLE II, DIVISION 4, SECTION 24-87 RESIDENTIAL CURBSIDE RECYCLING SERVICE AND AMENDING CHAPTER 24, ARTICLE II, DIVISION 6, SECTION 24-117 RECYCLING RATES, OF THE OFFICIAL CODE OF ORDINANCES OF THE CITY OF KILLEEN, TEXAS, OF THE SOLID WASTE SYSTEM; PROVIDING FOR THE REPEAL OF CONFLICTING PROVISIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

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

SECTION I: That Chapter 24 (Solid Waste) of the Code of Ordinances of the City of Killeen is hereby amended to read as follows:

Chapter 24

SOLID WASTE

ARTICLE II. MUNICIPAL COLLECTION AND DISPOSAL SERVICE

DIVISION 4. RECYCLING PROGRAM

****

~~Sec. 24-87. Residential curbside recycling service.~~

~~(a) Residents may subscribe to a curbside recycling service for the collection of designated recyclables. The service frequency is once per week, same day as the scheduled collection day, using a 22-gallon recycling "blue" bin.~~

~~(b) The monthly subscription fee is stated in the rate schedule, division 6.~~

~~(c) A subscriber to the service may request an additional (second bin) and lid(s) for the bin(s) for a one-time fee as stated in the rate schedule, division 6.~~

~~(d) The recycling bin shall be placed at curb approximately four (4) feet away from the city furnished roll-out container no later than 7:00 a.m. on the scheduled collection day.~~

****

DIVISION 6. RATE SCHEDULE

Sec. 24-117. - Recycling rates.

~~(a) Subscription to the residential curbside recycling service: $2.60 per month.~~

~~(b) Additional (or second) 22-gallon recycling bin: city's current cost to purchase containers - one time cost only.~~

~~(c) Lid cover for the 22-gallon recycling bin: city's current cost to purchase lids - one time cost only.~~

(a)~~(d)~~ Public scale fee:

(1) Weight ticket - $9.50

(2) Copy of ticket - $6.50

(b)~~(e)~~ Roll-off rental for special purposes or events: $68.25 (per service).

(c)~~(f)~~ Fee for each appliance received at Killeen recycling center for CFC evacuation and disposal of appliance: $21.00.

(d)~~(g)~~ Pickup of an appliance containing CFC's at residential curbside, CFC evacuation, and disposal of appliance: $42.00.

(Ord. No. 03-41, § I, 8-26-03; Ord. No. 09-057, § I, 9-15-09; Ord. No. 10-048, § I, 9-14-10; Ord. No. 11-081, § I, 9-13-11)

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

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

SECTION IV. That the Code of Ordinances of the City of Killeen, Texas, as amended, shall remain in full force and effect, save and except as amended by this ordinance.

SECTION V. That this ordinance shall be effective October 1, 2016.

PASSED AND APPROVED at a regular meeting of the City Council of the City of Killeen, Texas, this _____ day of _____, 2016, at which meeting a quorum was present, held in accordance with the provisions of V.T.C.A., Government Code, §551.001 *et seq.*

APPROVED:

_____

Jose Segarra, MAYOR

ATTEST:

_____

Dianna Barker, CITY SECRETARY

APPROVED AS TO FORM:

_____

Kathryn H. Davis, CITY ATTORNEY

ORD _____ Date: _____

City of Killeen

Legislation Details

File #:	PH-16-028	**Version:**	1	**Name:**	Zoning 16-14
Type:	Ordinance/Public Hearing			**Status:**	Public Hearings
File created:	7/13/2016			**In control:**	City Council Workshop
On agenda:	8/16/2016			**Final action:**	

Title: HOLD a public hearing and consider an ordinance requested by 439 Lakeview Development Ltd. (Case #Z16-14) to rezone approximately 8.12 acres, being Lots 1-13, Block 11, Lots 1-4, Block 12 and Lots 1-4, Block 13, Lakeview Park Subdivision, from “R-3” (Multifamily Residential District) and “B -3” (Local Business District) to a Planned Unit Development (PUD) for “SF-2” (Single-Family Residential District) uses. The properties are locally known as 1500 through 1506, 1508, 1510, 1512, 1601, 1603, 1605, 1606, 1608 through 1613 and 1701 Justin Lane, Killeen, Texas.

Sponsors: Planning & Development Dept

Indexes:

Code sections:

Attachments:
- Council Memorandum
- Attachment to CCMO
- Minutes
- Ordinance
- Application
- Location map
- Buffer map
- Considerations
- Concept Plan
- Response

Date	Ver.	Action By	Action	Result

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CITY COUNCIL MEMORANDUM

AGENDA ITEM	**ZONING CASE #Z16-14 "R-3" (MULTIFAMILY RESIDENTIAL DISTRICT) AND "B-3" (LOCAL BUSINESS DISTRICT) TO PLANNED UNIT DEVELOPMENT (PUD) WITH "SF-2" (SINGLE-FAMILY RESIDENTIAL DISTRICT)**
ORIGINATING DEPARTMENT	**PLANNING & DEVELOPMENT SERVICES**

Nature of the Request

439 Lakeview Development Ltd. submits this request to rezone approximately 8.12 acres, being Lots 1-13, Block 11, Lots 1-4, Block 12 and Lots 1-4, Block 13, Lakeview Park Subdivision, from "R-3" (Multifamily Residential District) and "B-3" (Local Business District) to a Planned Unit Development (PUD) for "SF-2" (Single-Family Residential District) uses. The properties are locally known as 1500 through 1506, 1508, 1510, 1512, 1601, 1603, 1605, 1606, 1608 through 1613 and 1701 Justin Lane, Killeen, Texas.

The applicant is proposing the following PUD deviation and trade-off:

- 20' feet front yard setback, which is a decrease from the required 25' front yard setback
- 115' minimum lot depth, which is an increase from the required 100' feet minimum lot depth

The net effect of the PUD will be an increase in the minimum lot size from 5,000 square feet to 5,750 square feet and an increase of the buildable envelope (i.e. developable area) from 2,200 square feet to 3,000 square feet. The current "SF-2"architectural design and landscaping standards will apply to the PUD request.

The architectural design standards are as follows: The same exterior architectural elevation may not be used within any grouping of five homes. Homes must have a minimum of 50% brick, stucco or stone veneer for exterior walls excluding doors, windows and gables.

The landscaping standards are as follows: Alll yards shall be fully sodded or covered with other city-approved groundcover, as determined by the Building Official, to ensure compatibility and to control dust, erosion and sediment from migrating off-site. Additionally, for each dwelling unit, a minimum of one (1) six (6) foot tall canopy tree with two-inch caliper, and eight (8) three (3) gallon shrubs, are required to be planted in the front yard. All landscaping must be in place upon final inspection unless an extension is granted in writing by the Building Official. Such extension shall not exceed sixty (60) days.

District Descriptions:

A building or premises in a "SF-2" Single-Family Residential District shall be used only for the following purposes:

(1) Single-family dwellings meeting the criteria of the garden home district, with a minimum floor area of one thousand one hundred (1,100) square feet

(2) All uses allowed in section 31-186, including those defined as home occupation uses

Property Specifics

Applicant/Property Owner: 439 Lakeview Development Ltd.

Property Location: The property is located along the south right-of-way of Rancier Avenue, west of Shimla Drive.

Legal Description: : The property is 8.12 acres, being Lots 1-13, Block 11, Lots 1-4, Block 12 and Lots 1-4, Block 13, Lakeview Park Subdivision.

Zoning/Plat Case History:

- The property was rezoned from "R-3" (Multifamily Residential District) to "B-3" (Local Business District) on October 28, 2014, per Ordinance No. 04-78.
- The subject property is platted as Lakeview Park Subdivision, which was filed for record on May 16, 2006, in Cabinet D, Slide 116-AA, Plat Records, Bell County, Texas.

Character of the Area

Existing Land Uses(s) on the Property: The property is currently vacant. There is a mixture of existing commercial uses and residential uses in the vicinity.

Figure 1. Aerial Map

See attachment.

Historic Properties: None

Infrastructure and Community Facilities

Water, Sewer and Drainage Services:
Provider: City of Killeen.
Within Service Area: Yes.
Feasibility Study or Service Commitment: Water, sanitary sewer, and drainage utility services are readily available to the property. The property lies entirely within a previously platted subdivision; however, no supporting public infrastructure was ever completed for the proposed development. In accordance with the City of Killeen Code of Ordinances, the developer is required to extend public utilities to the property in accordance with the plan of service validated with the approved plat cases. The property owner and his agents are cautioned that

unknown or unforeseen site conditions may require remedial action to provide safe and adequate water, sewer, or drainage service to the property. Further, City of Killeen development regulations require that capacity analyses related to development of the property are the sole responsibility of the owner. The owner or his agents, acting as the permit applicant for the subject property, shall coordinate tie-in to all publicly dedicated infrastructure with the Public Works Department.

Transportation:
Existing conditions: The applicant is proposing one direct ingress/egress point onto Rancier Avenue (FM 439), a state-system thoroughfare, which is classified as a 110' feet arterial on the City's adopted Thoroughfare Plan.
Proposed Improvements: The project concept plan contemplates one point of ingress/egress through a 50' right-of-way. The relocation of the platted Brim Lamkey Lane intersection with Rancier Ave (FM 439) is subject to approval by TxDOT. Discrete drives onto Rancier Ave (FM 439), a minor arterial street, would not be allowed.
Projected Traffic Generation: Not significant

Environmental Assessment

Topography: The elevation ranges from 796 feet to 806 feet above sea level.

Regulated Floodplain/Floodway/Creek: This property is partially located in a Zone AE Special Flood Hazard Area. There are no known wetlands on this parcel. Based on the submitted concept plan, this development will need to be re-platted and the current drainage requirements will apply to any development on this parcel. Currently, runoff on this development sheet flows south onto the adjacent parcels and drainage easements prior to entering Caprice Ditch. The runoff then flows from Caprice Ditch into Nolan Creek prior to leaving the City. Nolan Creek is currently listed on the TCEQ's 2014 303(d) water quality list for impairment due to bacteria and concerns for near non-attainment for nutrients.

Land Use Analysis

Land Use Plan: The property is designated as 'General Residential' on the Future Land Use Map (FLUM) of the Comprehensive Plan.
Plan Recommendation: The 'General Residential' designation of the Comprehensive Plan is a medium intensity category and contemplates the following: detached residential dwellings as the primary focus; attached housing types subject to compatibility and open space standards (e.g., duplexes, townhomes, patio homes); planned developments, potentially with a mix of housing types and varying densities, subject to compatibility and open space standards; public/institutional; and parks and public spaces.
Consistency: The zoning request is consistent with the current FLUM of the Comprehensive Plan.

Public Notification

The staff notified sixteen (16) surrounding property owners regarding this request. Staff has received a response of support from Dale Hennig, the owner of 1700 and 1702 Cedarview Circle.

Recommendation

The Planning and Zoning Commission recommended approval of the applicant's PUD request, excluding Lots 1 through 3 and the remainder tract, which are located at the northwest corner of the concept plan. The purpose of excluding this portion of the property from the concept plan is to reduce the total number of lots from thirty-three (33) to thirty (30), thus removing the need for two access points. This project is a much needed in-fill development opportunity, and the project will further north Killeen revitalization efforts.

Figure 1. Aerial Map

MINUTES
PLANNING AND ZONING COMMISSION MEETING
AUGUST 1, 2016

CASE #Z16-14
R-3 AND B-3 to PUD w/SF-2

HOLD a public hearing and consider a request submitted by 439 Lakeview Development, Ltd. to rezone approximately 8.12 acres, being Lots 1-13, Block 11, Lots 1-4, Block 12, Lots 1-4, Block 13, Lakeview Park Subdivision, from B-3 (Local Business District) and R-3 (Multifamily Residential District) to a Planned Unit Development (PUD) for SF-2 (Single-Family Residential District) uses. The properties are locally known as 1500 through 1506, 1508, 1510, 1512, 1601, 1603, 1605, 1609, 1611, 1613 and 1701 Justin Lane, Killeen, Texas.

Chairman Frederick asked for staff comments.

City Planner Tony McIlwain stated that this request is to rezone approximately 8.12 acres, from "R-3" (Multifamily Residential District) and "B-3" (Local Business District) to a Planned Unit Development (PUD) for "SF-2" (Single-Family Residential District) uses.

The applicant is proposing the following PUD deviation and trade-off:

- 20' feet front yard setback, which is a decrease from the required 25' front yard setback

- 115' minimum lot depth, which is an increase from the required 100' feet minimum lot depth

The net effect of the PUD will be an increase in the minimum lot size from 5,000 square feet to 5,750 square feet and an increase of the buildable envelope (i.e. developable area) from 2,200 square feet to 3,000 square feet. The current "SF-2"architectural design and landscaping standards will apply to the PUD request. Homes must have a minimum of 50% brick, stucco or stone veneer for exterior walls excluding doors, windows and gables. All yards shall be fully sodded or covered with other city-approved groundcover. Additionally, for each dwelling unit, a minimum of one (1) six (6) foot tall canopy tree with two-inch caliper, and eight (8) three (3) gallon shrubs, are required to be planted in the front yard.

The City Planner stated that during the workshop there was some discussion regarding the number of lots and the impact they would have with only one point of ingress/ egress. Part of the discussion was flexibility, if a single access point is approved, the access must be constructed as a raised median divided street with a distance of one-hundred and twenty (120) feet.

Mr. Ben Purser, Killeen Engineering & Surveying, Ltd., 2901 E. Stan Schlueter Loop, Killeen, Texas was present to represent this request.

Chairman Frederick opened the public hearing.

Ms. JoAnn Purser spoke in support of the request.

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

Deputy City Attorney Holli Clements read the following from City of Killeen Code of Ordinance:

Chapter 26, Section 26-101, (i)

Where a major entrance to a subdivision is not a planned collector on the thoroughfare plan, the local/marginal access street shall be a minimum of forty-eight (48) feet wide (back-of curb to back-of-curb) with a seventy (70) foot right of way for a minimum distance of one hundred and twenty (120) feet from the intersection. Where a subdivision has multiple points of ingress/egress, the major entrance shall be on the street with the most intense functional classification. In circumstances where the functional classifications are equal or both streets are local, the developer may select his major entrance subject to the approval of the city engineer. As a rule, new subdivisions must have at least two (2) access streets. A developer may request the planning and zoning commission waive this rule and approve one access street if the access street has no connecting streets, terminates in a permanent cul-de-sac, is not more than one thousand and two-hundred (1200) feet in length and provides access to not more than a total of thirty (30) single-family dwelling lots or an equivalent housing unit density comprised of duplex or multi-family structures. However, in no case shall lots platted in the city of Killeen have their sole access through an adjacent city. In addition to the single point of access situation presented by streets that end in permanent cul-de-sac, a single point of access may be dictated by property configuration, considerations the volume of property owned by the plat applicant, safety engineering, or access management restrictions. In determining if a new subdivision may have one point of ingress/egress, consideration shall be given to:

(1) traffic circulation and emergency vehicle access;

(2) traffic and pedestrian safety with due consideration given to school bus routes;

(3) topography and visibility distances;

(4) surrounding developed property and whether adjacent development is anticipated to provide additional access;

(5) whether the property owner owns sufficient property to provide a second access point.

If a single access point is approved, the access must be constructed as a raised median divided street with a distance of one-hundred and twenty (120) feet. The city engineer will determine the number of lanes required and if turning or acceleration/deceleration lanes are required to provide safe ingress/egress after due consideration to the density of the subdivision and the functional clarification of the street intersecting with the access street.

After a lengthy discussion, City Planner McIlwain informed the Commission that the applicant decided to reduce the proposed project by 3 lots.

Vice Chair Dorroh stated that the commission should try to keep all lots residential.

The City Planner stated that the applicant is requesting approval of a Planned Unit Development (PUD) for "SF-2" (Single-Family Residential District) with a 20' foot front yard setback and a minimum lot depth of 115' feet. This will include everything that is in the concept plan with the exception of the northwest corner which are Lots 1-3 and the remainder tract that is being proposed.

Vice Chair Dorroh motioned to approve this request. Commissioner DeHart seconded the motion. The motion passed 6-0.

Chairman Frederick stated that this will be forwarded to City Council with a recommendation to approve.

ORDINANCE _____

AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF KILLEEN BY CHANGING THE ZONING OF CERTAIN PROPERTY OUT OF THE CITY OF KILLEEN, BELL COUNTY, TEXAS, FROM R-3 (MULTIFAMILY RESIDENTIAL DISTRICT) AND B-3 (LOCAL BUSINESS DISTRICT) TO A PLANNED UNIT DEVELOPMENT (PUD) WITH SF-2 (SINGLE-FAMILY RESIDENTIAL DISTRICT) USES; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR THE REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, 439 Lakeview Development, Ltd. submits this request for an amendment of the zoning ordinance of the City of Killeen by changing the classification of 8.12 acres, being Lots 1-13, Block 11, Lots 1-4, Block 12 and Lots 1-4, Block 13, Lakeview Park Subdivision, from "R-3" (Multifamily Residential District) and "B-3" (Local Business District) to a Planned Unit Development (PUD) for "SF-2" (Single-Family Residential District) uses, said request having been duly presented and recommended for approval by the Planning and Zoning Commission of the City of Killeen with the following deviations: 20' front yard setback; 5,750 square feet minimum lot size; 115' minimum lot depth; this approval excludes Lots 1 through 3 and the remainder tract, which are located at the northwest corner of the concept plan on the 1st day of August 2016; and due notice of the filing of said request 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 23rd day of August 2016, at the City Hall, City of Killeen;

WHEREAS, the City Council at said hearing duly considered said request, the action of the Planning and Zoning Commission and the evidence in support thereof, and the City Council being of the majority opinion that the request should be approved;

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

THE CITY OF KILLEEN:

SECTION I. That the zoning classification of the following described tract be changed from "R-3" (Multifamily Residential District) and "B-3" (Local Business District) to a Planned Unit Development (PUD) with "SF-2" zoning with the following deviations: 20' front yard setback; 5,750 square feet minimum lot size; 115' minimum lot depth, with the exclusion of Lots 1 through 3 and the remainder tract, which are located at the northwest corner of the concept plan, said property being part of the Lakeview Park Subdivision. The property is located along the south right-of-way of Rancier Avenue (FM 439), directly south of Cedarhill Drive, Killeen, Texas.

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

SECTION III. That all ordinances and resolutions, or parts thereof, in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

SECTION IV. That this ordinance shall take effect immediately upon passage of the ordinance.

PASSED AND APPROVED at a regular meeting of the City Council of the City of Killeen, Texas, this 23rd day of August 2016, at which meeting a quorum was present, held in accordance with the provisions of V.T.C.A., Government Code, §551.001 et seq.

APPROVED:

_____
Jose Segarra, MAYOR

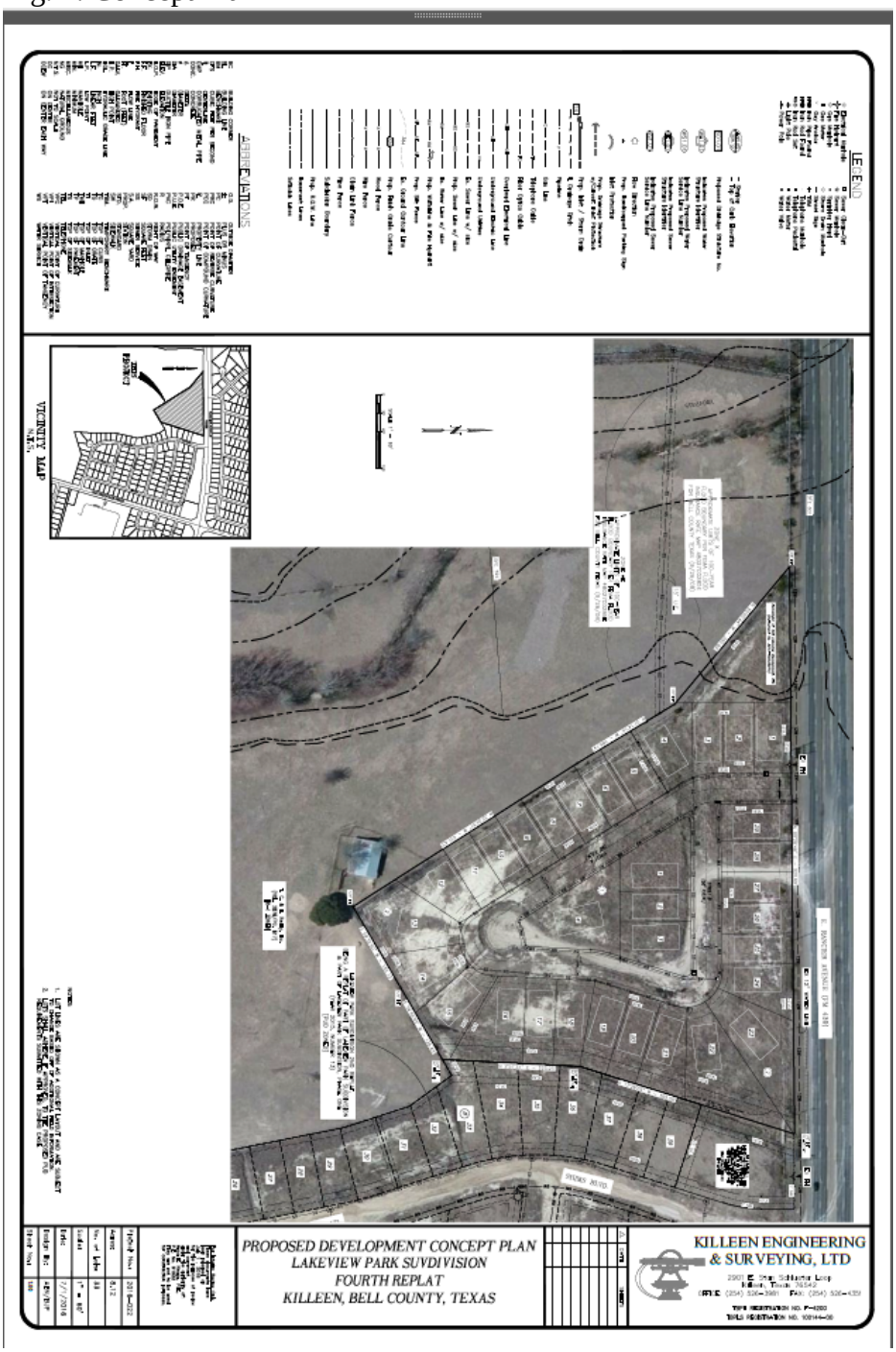
ATTEST:

_____
Dianna Barker, CITY SECRETARY

APPROVED AS TO FORM

_____
Kathryn H. Davis, City Attorney
Case #16-14
Ord. #14-___

Fig. 1: Concept Plan



Date Paid:	6/17/16
Amount Paid:	$ 300.00
Cash/MO #/Check #:	# 1151
Receipt #:	414

CASE #: 216-14

City of Killeen
Zoning Change Application

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

Name(s) of Property Owner: 439 LAKEVIEW DEVELOPMENT LTD

Current Address: 2901 E. Stan Schlueter Loop

City: Killeen State: Texas Zip: 75642 -

Home Phone: (254) 526-4652 Business Phone: (254) 634-5567 Ext #104 Cell Phone: (254) 535-1540

Email: cpurser@purserco.com

Name of Applicant: (same)

(If different than Property Owner)

Address:

City: State: Zip:

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

Email:

Address/Location of property to be rezoned: Located at and around 1606 Justin Lane

Legal Description: 8.12 ac. out of the J. S. Wilder Survey, Abstract No. 912

Metes & Bounds or Lot(s) Block Subdivision

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

Type of Ownership: Sole Ownership ✓ Partnership Corporation Other

Present Zoning: B-3, R-3 Present Use: Vacant

Proposed Zoning: PUD - SF2 Proposed Use: PUD

Conditional Use Permit for:
This property was conveyed to owner by deed dated 2014 and recorded in Volume

Page, Instrument Number 201400039974 of the Bell County Deed Records.
(Attached)

Is this the first rezoning application on a unilaterally annexed tract?
Yes (Fee not required) No ✓ (Submit required fee)

Revised October 2015

APPOINTMENT OF AGENT

As owner of the subject property, I hereby appoint the person designated below to act for me, as my agent in this request.

Name of Agent: Killeen Engineering & Surveying, Ltd.

Mailing Address: 2901 E. Stan Schlueter Loop

City: Killeen State: Texas Zip: 76542 -

Home Phone: (254) 526-4652 Business Phone: (254) 526-3981 Email: bpurser@kesltd.com

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

> **be the point of contact between myself and the City: make legally binding representations of fact and commitments of every kind on my behalf; grant legally binding waivers of rights and releases of liabilities of every kind on my behalf; to consent to legally binding modifications, conditions, and exceptions on my behalf; and, to execute documents on my behalf which are legally binding on me. This authorization only applies to this specific zoning request.**

I understand that the City will deal only with a fully authorized agent. At any time it should appear that my agent has less than full authority to act, then the application may be suspended and I will have to personally participate in the disposition of the application. I understand that all communications related to this application are part of an official proceeding of City government and, that the City will rely upon statements made by may agent. Therefore, **I agree to hold harmless and indemnify the City of Killeen, its officers, agents, employees, and third parties who act in reliance upon my agent's words and actions from all damages, attorney fees, interest and costs arising from this matter.** If my property is owned by a corporation, partnership, venture, or other legal entity, then I certify that I have legal authority to make this binding appointment on behalf of the entity, and every reference herein to 'I', 'my', or 'me' is a reference to the entity.

Signature of Agent _____ Title Project Manager

Printed/Typed Name of Agent Ben Purser Date 6/17/16

Signature of Agent _____ Title _____

Printed/Typed Name of Agent _____ Date _____

Signature of Applicant X _____ Title President

Printed/Typed Name of Applicant Gary W. Purser, Jr. Date 6-13-16

Signature of Property Owner X _____ Title President

Printed/Typed Name of Property Owner 439 LAKEVIEW DEVELOPMENT LTD Date 6-13-16

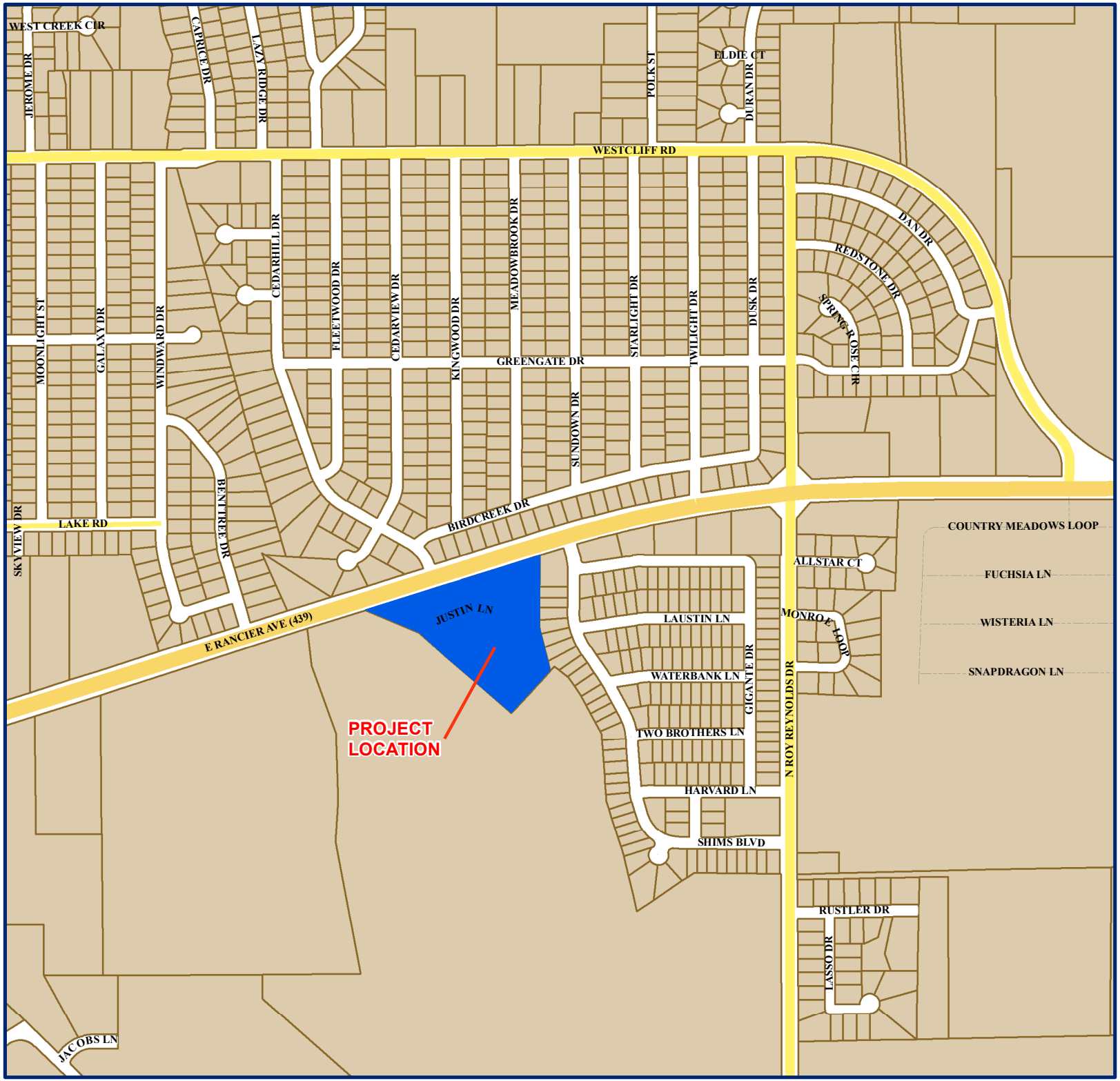
Signature of Property Owner _____ Title _____

Printed/Typed Name of Property Owner _____ Date _____

Signature of Property Owner _____ Title _____

Printed/Typed Name of Property Owner _____ Date _____

*Application must be signed by the individual applicant, by each partner of a partnership, or by an officer of a corporation or association.



PLANNING AND DEVELOPMENT SERVICES

ZONING CASE:
Z16-14

ZONING FROM:
B-3 and R-3 To PUD (SF-2)

APPLICANT:
439 LAKEVIEW DEVELOPMENT LTD

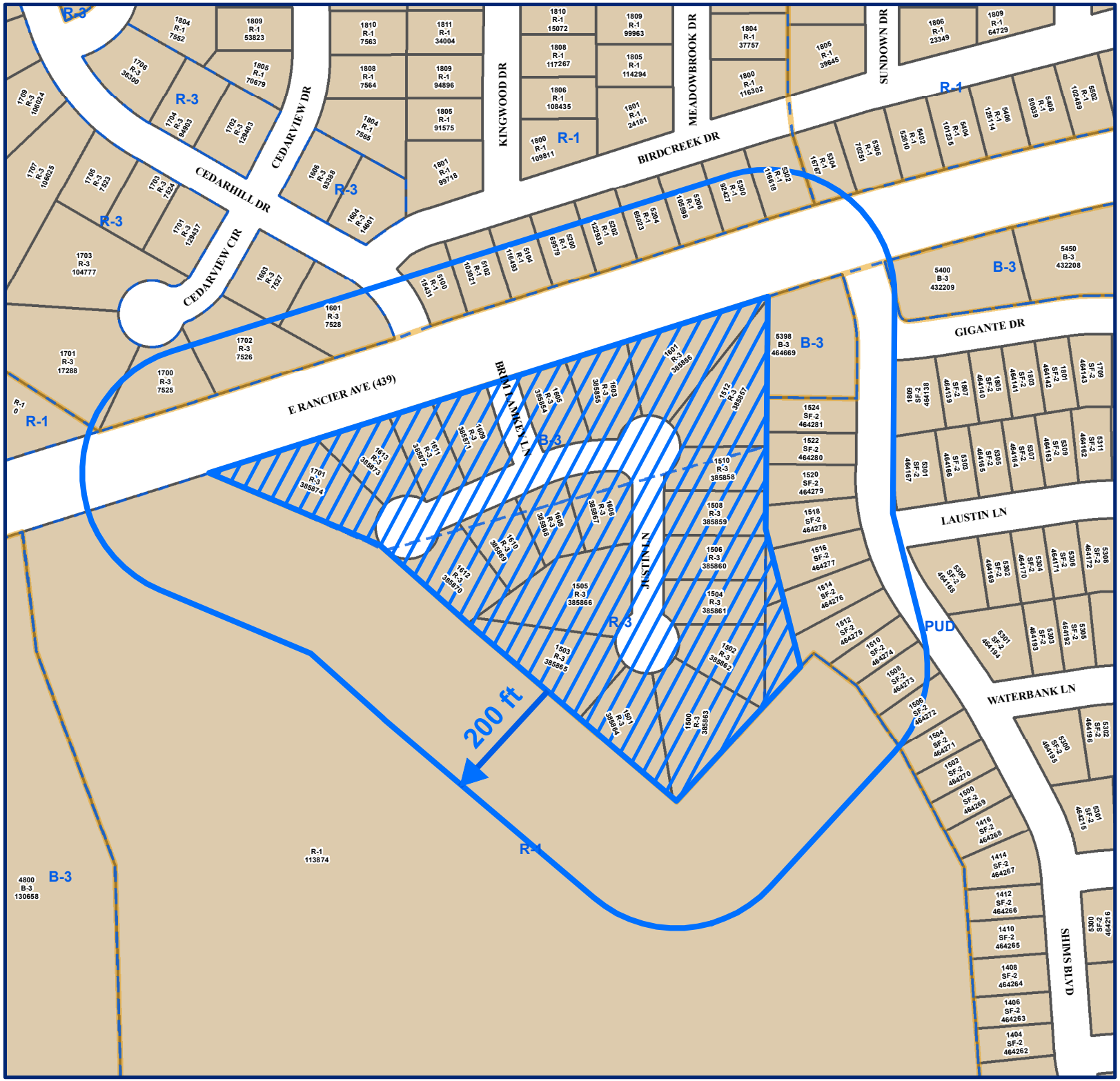
PROPERTY OWNER:
439 LAKEVIEW DEVELOPMENT LTD

LEGAL DESCRIPTION:
LAKEVIEW PARK SUBDIVISION

Legend
- Zoning Case
- Parcel
- City Limits

N E S W

Date: 6/23/2016



PLANNING AND DEVELOPMENT SERVICES

ZONING CASE:

Z16-14

ZONING FROM:

B-3 and R-3 To PUD (SF-2)

APPLICANT:

439 LAKEVIEW DEVELOPMENT LTD

PROPERTY OWNER:

439 LAKEVIEW DEVELOPMENT LTD

LEGAL DESCRIPTION:

LAKEVIEW PARK SUBDIVISION

LEGEND

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

N E S W

Date: 6/23/2016

CONSIDERATIONS

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

A. General Factors to Consider:

Is the request in accordance with the comprehensive plan?

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

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

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

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

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

Whether there have been substantially changed conditions in the neighborhood.

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

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

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

B. Conditional Use Permit (if applicable)

Whether the use 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.

LEGEND

- Electrical Manhole
- Fire Hydrant
- Gas Manhole
- Gas Meter
- Guy Anchor
- Iron Pipe Found
- Iron Rod Found
- Iron Rod Set
- Light Pole
- Power Pole
- Sewer Clean-Out
- Sewer Manhole
- Sprinkler Head
- Storm Drain Manhole
- Street Sign
- TBM
- Telephone Manhole
- Telephone Pedestal
- Water Meter
- Water Valve

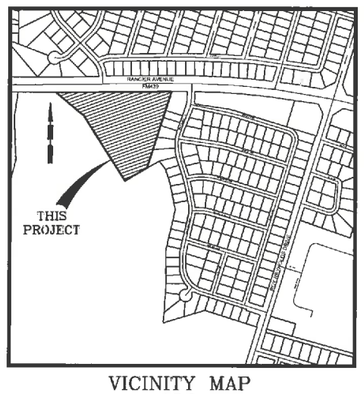
+65.02 / 309.12	– Station – Top of Curb Elevation
SD1.01	Proposed Drainage Structure No.
WA1.01	Indicates Proposed Water Structure Identifier
WS1.01	Indicates Proposed Water Service Line Number
SS1.01	Indicates Proposed Sewer Structure Identifier
SS1.01	Indicates Proposed Sewer Service Line Number
	Flow Direction
	Prop. Handicapped Parking Sign
	Inlet Protection
	Prop. Drainage Structure w/Culvert Inlet Protection
14	Prop. Inlet / Storm Drain
	℄ Drainage Ditch
P	Pipeline
G	Gas Line
T	Telephone Cable
FO	Fiber Optics Cable
OE	Overhead Electrical Line
UE	Underground Electric Line
UU	Underground Utilities
8S	Ex. Sewer Line w/ size
8S	Prop. Sewer Line w/ size
8W	Ex. Water Line w/ size
8W 8W	Prop. Waterline & Fire Hydrant
SF	Prop. Silt Fence
224	Ex. Ground Contour Line
224	Prop. Finish Grade Contour
X	Wood Fence
X	Wire Fence
	Chain Link Fence
	Pipe Fence
	Subdivision Boundary
	Prop. R.O.W. Line
	Easement Lines
	Setback Lines

ABBREVIATIONS

BC	BUILDING CORNER	O.D.	OUTSIDE DIAMETER
BL	BUILDING LINE	±	PLUS OR MINUS
BM	BENCHMARK	PC	POINT OF CURVATURE
CFS	CUBIC FEET PER SECOND	PRC	POINT OF REVERSE CURVATURE
℄	CENTERLINE	PCC	POINT OF COMPOUND CURVATURE
CMP	CORRUGATED METAL PIPE	⅊	PROPERTY LINE
CONC.	CONCRETE	PR	PROPOSED
Δ	DELTA	PT	POINT OF TANGENCY
ø	DIAMETER	P.D.E.	PUBLIC DRAINAGE EASEMENT
DIA	DIAMETER	P.U.E.	PUBLIC UTILITY EASEMENT
DIP	DUCTILE IRON PIPE	PVC	POLYVINYL CHLORIDE
ELEV.	ELEVATION	R	RADIUS
E.O.P.	EDGE OF PAVEMENT	R.O.W.	RIGHT OF WAY
EX.	EXISTING	SD	STORM DRAIN
F.F.	FINISHED FLOOR	SF	SQUARE FEET
F.H.	FIRE HYDRANT	SS	SEWER SERVICE
℄	FLOW LINE	S.A.	SQUARE YARD
FT.	FOOT (FEET)	PROP.	STATION
GALV.	GALVANIZED	STD.	STANDARD
H.P.	HIGH POINT	SW	SIDEWALK
HGL	HYDRAULIC GRADE LINE	TBM.	TEMPORARY BENCHMARK
IN.	INCH	TC	TOP OF CURB
L.F.	LINEAR FEET	TG	TOP OF GRATE
L.P.	LOW POINT	TI	TOP OF INLET
MH	MANHOLE	TMH	TOP OF MANHOLE
MIN.	MINIMUM	TP	TOP OF PAVEMENT
MISC.	MISCELLANEOUS	TS	TOP OF SIDEWALK
NG	NATURAL GROUND	TEL.	TELEPHONE
N.T.S.	NOT TO SCALE	VPC	VERTICAL POINT OF CURVATURE
OC	ON CENTER	VPI	VERTICAL POINT OF INTERSECTION
OCEW	ON CENTER EACH WAY	VPT	VERTICAL POINT OF TANGENCY
		WS	WATER SERVICE

N

SCALE: 1" = 50'
30' 60' 120'



VICINITY MAP
N.T.S.

NOTES:

1. LOT LINES ARE SHOWN AS A CONCEPT LAYOUT AND ARE SUBJECT TO CHANGE BASED OFF OF ADDITIONAL FIELD INFORMATION.
2. LOTS SHALL ADHERE, IF APPROVED, TO THE PROPOSED PUD REQUIREMENTS SUBMITTED WITH THIS ZONING CASE.

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2901 E. Stan Schlueter Loop
Killeen, Texas 75542
OFFICE: (254) 526-3981 FAX: (254) 526-4351
TBPE REGISTRATION NO. F-4200
TBPLS REGISTRATION NO. 100144-00

△	DATE	SHEETS

PROPOSED DEVELOPMENT CONCEPT PLAN
LAKEVIEW PARK SUVDIVISION
FOURTH REPLAT
KILLEEN, BELL COUNTY, TEXAS

For Interim Review Only
These documents have been released on July 1 , 2016 for the purpose of review and comment under the authority of: Arco E. Neagu, P.E., P.E. No. 91922
They are not to be used for construction purposes.

Project No.:	2016-022
Acres:	8.12
No. of Lots:	33
Scale:	1" = 60'
Date:	7/1/2016
Design By:	AEN/BJP
Sheet No.:	100

EXISTING DRAINAGE AREA MAP

DRAINAGE NOTES:

1. ALL UPSTREAM FLOWS SHALL BE ACCEPTED ONSITE AS THEY CURRENTLY EXIST AND SHALL NOT BE OBSTRUCTED.

LEGEND

- Ex. Major Contour
- Ex. Minor Contour
- Drainage Area Boundary
- Time of Concentration Flow Path
- TCE — Time of Concentration
- EX1 — Drainage Area Label
- Flow Direction Arrow

SCALE: 1" = 60'

30' 60' 120'

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DRAINAGE AREA MAP - EXISTING
LAKEVIEW PARK SUVDIVISION
FOURTH REPLAT
KILLEEN, BELL COUNTY, TEXAS

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Project No.:	2016-022
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No. of Lots:	33
Scale:	1" = 60'
Date:	7/1/2016
Design By:	AEN/BJP
Sheet No.:	2.00

PROPOSED DRAINAGE AREA MAP

LEGEND

- Ex. Major Contour
- Ex. Minor Contour
- Drainage Area Boundary
- Time of Concentration Flow Path
- TCE — Time of Concentration
- EX1 — Drainage Area Label
- Flow Direction Arrow

SCALE: 1" = 60'
30' 60' 120'

DRAINAGE NOTES:

1. ALL UPSTREAM FLOWS SHALL BE ACCEPTED ONSITE AS THEY CURRENTLY EXIST AND SHALL NOT BE OBSTRUCTED.
2. ENERGY DISSIPATION SHALL BE PROVIDED AT EACH OUTFALL BY THE USE OF ROCK RIPRAP OR CONCRETE RIPRAP.
3. ALL LOTS MUST HAVE POSITIVE DRAINAGE AWAY FROM STRUCTURES.
4. UNDER PROPOSED CONDITIONS, THE MAJORITY OF THE SITE SHALL BE DESIGNED TO SURFACE DRAIN TO THE EXISTING DRAINAGE DITCH TO THE EAST
5. THE PROPOSED SITE DESIGN SHALL NOT CREATE A POINT DISCHARGE ONTO ADJACENT PARCELS AND ALL SURFACE RUNOFF SHALL BE APPROXIMATED TO SHEET FLOW PRIOR TO LEAVING THE PARCEL.
6. PER CITY CODE DEFINITION, THE EXISTING CHANNEL DOES NOT HAVE A PROTECTED CREEK BUFFER ZONE.
7. BASED ON OUR PRELIMINARY DRAINAGE ANALYSIS, THE SUBJECT SITE WILL NOT REQUIRE ONSITE DETENTION. A DETAILED DRAINAGE ANALYSIS WILL BE PREPARED AND SUBMITTED WITH THE FINAL PLAT AND CONSTRUCTION PLANS AT A LATER DATE.
8. THE DRAINAGE DESIGN PROVIDED HEREON ILLUSTRATES OUR PRELIMINARY DESIGN INTENT FOR THE PROPOSED HYDROLOGIC AND HYDRAULIC METHODOLOGIES, PLANNING AND DESIGN ASSUMPTIONS USED TO ADDRESS THE APPLICABLE UNDERLYING DRAINAGE FACILITY PRINCIPLES AS SPECIFIED IN THE CITY OF KILLEEN DRAINAGE DESIGN MANUAL (DDM), DATED NOVEMBER 8, 2011. THE DRAINAGE DESIGN INFORMATION HEREON IS BEING PROVIDED FOR ZONING REVIEW AND APPROVAL ONLY.
9. ALL DRAINAGE EASEMENTS WITH SURFACE DRAINAGE SHALL BE KEPT FREE OF ALL OBSTRUCTIONS.
10. CONTOUR INFORMATION HAS BEEN PROVIDED FROM CITY OF KILLEEN AERIAL TOPOGRAPHY (2014).
11. ALL LOT SWALES SHALL BE GRADED TO DRAIN.

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△	DATE	SHEETS

DRAINAGE AREA MAP - PROPOSED
LAKEVIEW PARK SUVDIVISION
FOURTH REPLAT
KILLEEN, BELL COUNTY, TEXAS

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No. of Lots:	33
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Design By:	AEN/BJP
Sheet No.:	3.00

CUT HERE

YOUR NAME: DALE HENNIG PHONE NUMBER: 254 535 5083

CURRENT ADDRESS: 28 ELMER KING Belton, TX 76513

ADDRESS OF PROPERTY OWNED: 1700 & 1702 CEDARVIEW CIR.

COMMENTS: B-3 and R-3 to PUD for SF-2

APPROVE OF REQUEST

RECEIVED
JUL 12 2016
PLANNING

SIGNATURE: Dale Henning SPO #Z16-14/ 02.03

P.O. BOX 1329 KILLEEN TEXAS 76540-1329 254.501.7630 254.501.7628 FAX
WWW.CI.KILLEEN.TX.US