



City of Killeen

Agenda

City Council

Tuesday, March 14, 2017

5:00 PM

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

Call to Order and Roll Call

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

Invocation

Pledge of Allegiance

Approval of Agenda

Citizens Petitions

Comments should be limited to three minutes.

1. [CP-17-004](#) Shannon Cafagna (2305 Sunny Lane) - STEP Grant Enforcement

Minutes

2. [MN-17-006](#) Consider Minutes of Regular City Council Meeting of February 28, 2017.

Attachments: [Minutes](#)

Resolutions

3. [RS-17-022](#) Consider a memorandum/resolution approving an Interlocal agreement with the Texas Department of Information Resources (DIR) for long distance telephone services.

Attachments: [Council Memorandum](#)
[Service Agreement](#)

4. [RS-17-023](#) Consider a memorandum/resolution updating authorized representatives for TexPool.

Attachments: [Council Memorandum](#)
[TexPool Representatives Resolution](#)
[TexPool Representatives Resolution](#)

[TexPool Representative Deletions](#)

5. [RS-17-024](#) Consider a memorandum/resolution appointing a replacement to the Technical Advisory Committee for the Killeen Temple Metropolitan Planning Organization.
Attachments: [Council Memorandum](#)
6. [RS-17-025](#) Consider a memorandum/resolution appointing members to various boards and commissions.
Attachments: [Council Memorandum](#)
[Notice of Resignation](#)
[Arts Commission Applicants](#)
[KVI Applicants](#)
7. [RS-17-026](#) Consider a memorandum/resolution to hold a Joint General Election with Killeen Independent School District.
Attachments: [Council Memorandum](#)
[Contract](#)
8. [RS-17-027](#) Consider a memorandum/resolution directing staff to halt the process of implementing impact fees for water, wastewater, and roadway facilities.
Attachments: [Council Memorandum](#)
9. [RS-17-028](#) Consider a memorandum/resolution approving a professional services agreement with McConnell & Jones, LLP for audit services.
Attachments: [Council Memorandum](#)
[Draft Contract](#)
[Certificate of Interested Parties](#)
10. [RS-17-029](#) Consider a memorandum/resolution to delay effective date of Ordinance Number 16,064 until May 31, 2017
Attachments: [Council Memorandum](#)
[Council Memorandum & Ordinance 16-064](#)

Public Hearings

11. [PH-17-011A](#) Consider a memorandum/resolution authorizing a competitive bid process for the purchase and installation of directional panel partitions (air walls) and a digital signage system for the Killeen Civic and Conference Center.
Attachments: [Council Memorandum](#)
12. [PH-17-011B](#) HOLD a public hearing and consider an ordinance amending the FY 2017 Annual Budget and Plan of Municipal Services of the City of Killeen to increase special revenue expenditure accounts to provide funding for air walls and a digital signage system at the Killeen Civic and Conference Center.

Attachments: [Council Memorandum](#)
[Ordinance](#)

13. [PH-17-012A](#) Consider a memorandum/resolution authorizing the City Manager to enter into a professional services agreement with SCS Engineers, Inc., to prepare and evaluate a request for proposal (RFP) for solid waste services for the City of Killeen.

Attachments: [Council Memorandum](#)
[Professional Services Agreement](#)

14. [PH-17-012B](#) HOLD a public hearing and consider an ordinance amending the FY 2017 Annual Budget and Plan of Municipal Services of the City of Killeen to increase Solid Waste expense accounts to provide funding for a professional services agreement.

Attachments: [Council Memorandum](#)
[Ordinance](#)

Adjournment

I certify that the above notice of meeting was posted on the Internet and on the bulletin boards at Killeen City Hall and at the Killeen Police Department on or before 5:00 p.m. on March 10, 2017.

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 Division West Update Luncheon, March 14, 2017, 11:30 a.m., CTC Anderson Hall*
- *GKCC State of the City & County, March 28, 2017, 11:30 a.m., Grace Christian Center*
- *I-14 Signing & Great American Defense Community Designation Ceremony, April 22, 2017, 9:00 a.m., Central Texas College Anderson Center*

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City of Killeen

Legislation Details

File #: CP-17-004 **Version:** 1 **Name:** Shannon Cafagna (2305 Sunny Lane) - STEP Grant Enforcement
Type: Citizen Petition **Status:** Citizens Petitions
File created: 3/8/2017 **In control:** City Council Workshop
On agenda: 3/14/2017 **Final action:**
Title: Shannon Cafagna (2305 Sunny Lane) - STEP Grant Enforcement
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-17-006 **Version:** 1 **Name:** Minutes of Regular City Council Meeting of February 28, 2017
Type: Minutes **Status:** Minutes
File created: 2/27/2017 **In control:** City Council
On agenda: 3/14/2017 **Final action:**
Title: Consider Minutes of Regular City Council Meeting of February 28, 2017.
Sponsors: City Secretary
Indexes:
Code sections:
Attachments: [Minutes](#)

Date	Ver.	Action By	Action	Result
3/7/2017	1	City Council Workshop		

City of Killeen
Regular City Council Meeting
Killeen City Hall
February 28, 2017 at 5:00 p.m.

Presiding: Mayor Jose L. Segarra

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

Also attending were City Manager Ronald L. Olson, City Attorney Kathryn Davis, City Secretary Dianna Barker, and Sergeant-at-Arms Cole.

Pastor Ed Talley gave the invocation, and Leticia & Eduardo KaPuUwai led everyone in the Pledge of Allegiance.

Approval of Agenda

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

Citizens Petitions

CP-17-003 Shirley Del Conte (1201 Smith Drive) - Improvements in North Killeen
Ms. Del Conte stated her concerns about the lack of improvements in infrastructure in north Killeen; water & sewer lines deteriorating, sidewalks buckling, streets not striped and repaved. Ms. Del Conte asked the council to consider how south Killeen could be built up if it were not for tax revenue from north Killeen.

Mayor Segarra swore-in the new Youth Advisory commission members listed on RS-17-016.

Minutes

Motion was made by Councilmember Kilpatrick to approve the minutes of the February 14th Regular City Council Meeting. Motion was seconded by Councilmember Johnson. Motion carried unanimously.

Resolutions

RS-17-016 Consider a memorandum/resolution appointing members to the Youth Advisory Commission.

Staff comments: Roxanne Flores

Staff recommends the following individuals be appointed to the Youth Advisory Commission for 2016-2017:

KILLEEN VOLUNTEERS, INC. - YOUTH ADVISORY COMMISSION		
<i>Sub-Committee: All Council</i>		
Current Members	New YAC Members	Special Qualifications
Jeremiah Belser	Isaiah Crockett	Student Representative
Michalis Paizanis	Vivian Dorman	Student Representative

La'Shaun Wright	Lorena Kirk	Student Representative
Vacancy	Julie Kirk	Student Representative
Vacancy	Hailee Kirk	Student Representative
Vacancy	Bryanna Palma	Student Representative
Vacancy	Anna Rice	Student Representative
Vacancy	Ashton White	Student Representative
Vacancy	Khalil Corbett-Canada	Student Representative

Motion was made by Councilmember Johnson to approve RS-17-016. Motion was seconded by Councilmember Fleming. Motion carried unanimously.

RS-17-017 Consider a memorandum/resolution declaring a vacancy in the Arts Commission.

Staff comments: Kathy Davis

The Chair of the Arts Commission has notified the city manager's office that Mr. Mike Bartoszek is no longer able to regularly attend Arts Commission meetings and has missed the last four meetings. The Chair has requested that the position be declared vacant.

Motion was made by Mayor Pro-Tem Moore to approve RS-17-017. Motion was seconded by Councilmember Okray. Motion carried unanimously.

RS-17-018 Consider a memorandum/resolution authorizing the City Manager to accept grant funding from the Petco Foundation for the Police Department's Animal Services Unit adoption preparation program.

Staff comments: Erich Morsbach

The Petco Foundation has chosen to support the Killeen Animal Services by awarding the City of Killeen a grant for \$45,000 from the Petco Foundation for the October 2016 grant cycle. There are three objectives to this grant: funding the cost of vaccinations and spay/neuter procedures, to aid in the promotion of our adoption and vaccination programs, and designate the procurement of equipment that will help in the daily care of our animals. Staff recommends that the Council authorize the City Manager to receive the funding allocated by Petco Foundation for ASU's shelter's adoption preparation program.

Motion was made by Councilmember Rivera to approve RS-17-018. Motion was seconded by Councilmember Kilpatrick. Motion carried unanimously.

RS-17-019 Consider a memorandum/resolution to enter into an agreement with LifeQuest Services - Life Line Billing Systems, LLC for emergency medical services billing.

Staff comments: Jonathan Locke

In a continued effort to identify efficiencies, an analysis was performed to assess the viability of outsourcing the billing function. An RFQ was issued and six proposals were received. Of those that were evaluated, LifeQuest Services was selected as the most advantageous. LifeQuest will process patient bills and collect payments. Staff recommends that the City Council approve entering into the agreement with LifeQuest Services - Life Line Billing Systems, LLC to provide EMS billing services and that the City Manager or designee be expressly authorized to execute any and all changes to this contract within the amounts set by state and local law.

Motion was made by Councilmember Fleming to approve RS-17-019. Motion was seconded by Councilmember Okray. Motion carried unanimously.

RS-17-020 Consider a memorandum/resolution authorizing the execution of Change Order No. 13 to McLean Construction, Inc. for the Trimmier Road Widening Project.

Staff comments: David Olson

Change Order No. 13 will adjust bid item quantities to site conditions. This is a midterm clean up change order resulting in a project credit for items that will not be constructed as part of the Trimmier Road Widening project. Items include vegetative watering, asphalt milling, pavement marking, and water meter relocation. City staff recommends the City Council authorize the City Manager to execute Change Order No. 13 with McLean Construction, Inc., decreasing the cost of the contract by \$78,188.30.

Motion was made by Councilmember Kilpatrick to approve RS-17-020. Motion was seconded by Councilmember Rivera. Motion carried unanimously.

RS-17-021 Consider a memorandum/resolution authorizing the execution of Change Order No. 14 to McLean Construction, Inc. for the Trimmier Road Widening Project.

Staff comments: David Olson

Change Order No. 14 will adjust plan quantity items for work on the Lowes West roadway portion of the Trimmier Road Widening project and will add 90 days to the project time allotment. City staff recommends the City Council authorize the City Manager to execute Change Order No. 14 with McLean Construction, Inc., increasing the cost of the contract by \$239,781.00.

Motion was made by Mayor Pro-Tem Moore to approve RS-17-021. Motion was seconded by Councilmember Fleming. Motion carried 6 to 1 with Councilmember Johnson opposing.

Ordinances

OR-17-005 Consider an ordinance to amend the number of authorized civil service positions for the Killeen Police Department.

The City Secretary read the caption of the ordinance.

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

Staff comments: Eva Bark

Due to the pending budgetary impacts of the City of Killeen, the elimination of the Assistant Chief's position will aid in the resolution of the projected budget shortfalls. An Assistant Chief retired on January 31, 2017, and the position proposed to be eliminated is currently vacant. Financial impact will be a savings of \$137,876.84. Staff recommends the adoption of the proposed ordinance to eliminate one (1) Assistant Chief of Police, full-time position.

Motion was made by Councilmember Rivera to approve OR-17-005. Motion was seconded by Mayor Pro-Tem Moore. Motion carried 6 to 1 with Councilmember Kilpatrick opposing.

Public Hearings

- PH-17-006** HOLD a public hearing and consider an ordinance amending the Tax Increment Reinvestment Zone Number Two (TIRZ #2) project and financing plan and boundary.

The City Secretary read the caption of the ordinance.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KILLEEN, TEXAS AMENDING THE TAX INCREMENT REINVESTMENT ZONE NUMBER TWO PROJECT AND FINANCING PLAN AND BOUNDARY; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR THE REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

Staff comments: Ray Shanaa

In January of 2017, the TIRZ #2 Board met to receive updates and discuss the feasibility of extending the boundary to include Rancier Avenue, from Fort Hood Street to Root Avenue. The TIRZ Board voted unanimously to amend the TIRZ #2 boundary to include Rancier Avenue, from Fort Hood Street to Root Avenue. The Board also voted to update the TIRZ #2 project and financing plan to account for the boundary expansion as necessary. This will help with improvements in north Killeen. Staff recommends that City Council approve the boundary expansion of the TIRZ #2 as depicted in the attached boundary map and the attached project and financing plan, as approved by the TIRZ Board.

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

Motion was made by Councilmember Kilpatrick to approve PH-17-006. Motion was seconded by Councilmember Fleming. Motion carried unanimously.

- PH-17-007** HOLD a public hearing and consider an ordinance amending the FY 2017 Annual Budget and Plan of Municipal Services of the City of Killeen to realign budgets due to the elimination of the Support Services Department.

The City Secretary read the caption of the ordinance.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KILLEEN, TEXAS, AMENDING THE FY 2017 ANNUAL BUDGET AND PLAN OF MUNICIPAL SERVICES OF THE CITY OF KILLEEN TO REALIGN BUDGETS DUE TO THE ELIMINATION OF THE SUPPORT SERVICES DEPARTMENT; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT WITH THIS ORDINANCE; PROVIDING A SAVINGS CLAUSE AND ESTABLISHING AN EFFECTIVE DATE.

Staff comments: Jonathan Locke

The budget realignment does not increase the overall budget. It realigns amounts budgeted for the divisions that were under Support Services to their respective new department. A total of \$3,601,665 will be realigned from Support Services. Staff recommends that the City Council approve the ordinance amending the FY 2017 Annual Budget and Plan of Municipal Services.

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

Motion was made by Mayor Pro-Tem Moore to approve PH-17-007. Motion was seconded by Councilmember Fleming. Motion carried unanimously.

- PH-17-008** HOLD a public hearing and consider an ordinance amending the FY 2017 Annual Budget and Plan of Municipal Services of the City of Killeen to authorize expenditure of Killeen Economic Development Corporation funds for Air Service Development initiatives and projects at the Killeen Fort Hood Regional Airport.

The City Secretary read the caption of the ordinance.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KILLEEN, TEXAS, AMENDING THE FY 2017 ANNUAL BUDGET AND PLAN OF MUNICIPAL SERVICES OF THE CITY OF KILLEEN TO AUTHORIZE EXPENDITURE OF KILLEEN ECONOMIC DEVELOPMENT CORPORATION FUNDS FOR AIR SERVICE DEVELOPMENT INITIATIVES AND PROJECTS AT THE KILLEEN FORT HOOD REGIONAL AIRPORT; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT WITH THIS ORDINANCE; PROVIDING A SAVING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

Staff comments: Jonathan Locke

The Killeen Economic Development Corporation (KEDC) and the City of Killeen have entered into a performance agreement to provide Air Service Development funds to the Killeen-Fort Hood Regional Airport. The performance agreement with KEDC will provide revenue to the Aviation Enterprise Fund of up to \$90,000 for initiatives. Staff recommends City Council approve the ordinance amending the FY 2017 Annual Budget and Plan of Municipal.

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

Motion was made by Mayor Pro-Tem Moore to approve PH-17-008. Motion was seconded by Councilmember Rivera.

Councilmember Kilpatrick stated for the record that he congratulates KEDC for their support of this initiative.

Motion carried unanimously.

Motion was made by Mayor Pro-Tem Moore to postpone this item to a future date that will be established. Motion was seconded by Councilmember Fleming. Motion carried 6 to 1 with Councilmember Okray opposing.

- PH-17-009** HOLD a public hearing and consider an ordinance amending the FY 2017 Annual Budget and Plan of Municipal Services of the City of Killeen to increase General Fund revenue and expenditure accounts to provide funding for a Deputy City Marshall and Grants Coordinator.

- PH-17-010** HOLD a public hearing and consider an ordinance amending the FY 2017 Annual Budget and Plan of Municipal Services of the City of Killeen to authorize the carryforward of FY 2016 revenues and expenditures to the FY 2017 budget and amending various special revenue and capital improvement project funds.

The City Secretary read the caption of the ordinance.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KILLEEN, TEXAS, AMENDING THE FY 2017 ANNUAL BUDGET AND PLAN OF MUNICIPAL SERVICES OF THE CITY OF KILLEEN TO AUTHORIZE THE CARRYFORWARD OF FY 2016 REVENUES AND EXPENDITURES TO THE FY 2017 BUDGET AND AMENDING VARIOUS SPECIAL REVENUE AND CAPITAL IMPROVEMENT PROJECT FUNDS; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES

IN CONFLICT WITH THIS ORDINANCE; PROVIDING A SAVINGS CLAUSE AND ESTABLISHING AN EFFECTIVE DATE.

Staff comments: Jonathan Locke

A number of outstanding contracts and commitments for projects and/or services were not completed nor received by the City prior to the close of the fiscal year ending September 30, 2016. In order to complete contracted projects and/or services, FY 2016 appropriations need to be carried forward to the Annual Budget and Plan of Municipal Services for FY 2017 as a budget amendment. Staff recommends that the City Council approve the attached ordinance amending the Annual Budget and Plan of Municipal Services for FY 2017 to re-appropriate funds from the fiscal year ending September 30, 2016.

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

Motion was made by Councilmember Kilpatrick to approve PH-17-010. Motion was seconded by Councilmember Rivera. Motion carried 6 to 1 with Councilmember Johnson opposing.

Adjournment

With no further business, upon motion being made by Councilmember Okray, seconded by Mayor Pro-Tem Moore, and unanimously approved, the meeting was adjourned at 5:40 p.m.



City of Killeen

Legislation Details

File #: RS-17-022 **Version:** 1 **Name:** Long Distance Agreement
Type: Resolution **Status:** Resolutions
File created: 2/7/2017 **In control:** City Council
On agenda: 3/14/2017 **Final action:**
Title: Consider a memorandum/resolution approving an Interlocal agreement with the Texas Department of Information Resources (DIR) for long distance telephone services.
Sponsors: Information Technology Department
Indexes:
Code sections:
Attachments: [Council Memorandum](#)
[Service Agreement](#)

Date	Ver.	Action By	Action	Result
3/7/2017	1	City Council Workshop		

CITY COUNCIL MEMORANDUM

AGENDA ITEM

Interlocal Agreement with the Texas DIR for long distance telephone services

ORIGINATING DEPARTMENT

IT Services

BACKGROUND INFORMATION

Sprint has notified the City that they will no longer support long distance telephone services after June 30, 2017. The city has had the current contract with Sprint since 2005.

DISCUSSION/CONCLUSION

The IT Services Department is seeking approval to use the Texas DIR contract with CenturyLink for long distance services. The DIR contract falls within the exemptions listed in Texas Local Government Code (TLGC) 252.022, which exempts the City from the competitive bidding process.

This DIR services contract requires the city to comply with the provisions of Texas Government Code Chapter 771, Interagency Cooperative Act and/or Chapter 791 Interlocal Cooperation Act as applicable. To comply with Chapter 791, an interlocal agreement must be approved by the governing body of each party [791.011(d)(1)].

FISCAL IMPACT

The current Sprint contract reflects a cost of 4.6 cents per minute. The new CenturyLink contract through the DIR is for 2.4 cents per minute. The city currently has an average cost of \$1694 per month. With the cost savings per call and other changes in services, staff anticipates a cost of approximately \$650 per month for long distance at a savings of approximately \$1000 per month. Each department budget has the funds needed to pay for long distance service used within that department.

RECOMMENDATION

City staff recommends the City Council approve the interlocal agreement and authorize the City Manager to sign the agreement with the Texas DIR for long distance services with CenturyLink.



Department of Information Resources Communications Technology Services Division Service Agreement

This service agreement is between the Department of Information Resources/Communications Technology Services Division (DIR/CTS) and the Customer. It is the intent of the parties to comply with the provisions of Texas Government Code Chapter 771, Interagency Cooperative Act and/or Chapter 791 Interlocal Cooperation Act as applicable, and Title 10, Subtitle D, Chapter 2170, Telecommunication Services, Texas Government Code.

I. DIR/CTS Responsibilities

1.1 DIR/CTS agrees to provide Customer with connectivity through various transmission methods to the TEX-AN network for specific communications services including, but not limited to, video, voice, routed data, Internet and/or equipment (hereinafter "services").

1.2 DIR/CTS will assist and advise the Customer in determining the best and most economical usage of the services.

1.3 DIR/CTS will bill monthly for services, as required and respond to inquiries regarding Customer's bill. DIR/CTS shall commence billing for services as they are provisioned.

II. Customer Responsibilities

2.1 Customer shall comply with the DIR rules applicable to the Communications Technology Services Division, 1 TAC Chapter 207, as the same may be amended from time to time.

2.2 Customer has the responsibility to cooperate and coordinate with DIR/CTS so as to avoid delaying DIR/CTS in the provisioning of and billing for ordered services. Specifically, it is the Customer's responsibility to designate, in a timely manner; the types of service desired and provide DIR/CTS with information which may affect technical, logistical, engineering, or equipment aspects of service delivery. The Customer is exclusively responsible for any equipment added to their premises for connectivity to TEXAN services. Customer shall keep DIR/CTS promptly informed of its billing contact, address, telephone numbers, eligibility status and technical contact, and changes to any of the foregoing. Customer understands and agrees that its failure to timely perform its duties, which delay DIR/CTS in the delivery of ordered services, is not a condition of Force Majeure.

2.3 Payments will be made in full within 30 days of notification that the TEX-AN invoice is available for retrieval from DIR/CTS's secured website. Customer represents that it possesses sufficient current revenues to satisfy the timely payment of goods and services provided by DIR/CTS hereunder. In all events, Customer shall be billed for and shall pay in a timely manner for all services actually ordered and received up through the effective date of termination of services. Customer agrees it has no rights to set off against bills received from DIR/CTS. Customer's covenant to pay survives termination of this Service Agreement.

2.4 Customer is exclusively responsible for the operation and security of its premise equipment. The risk of toll fraud or other unauthorized use of its premise equipment rests with the Customer. Customer accepts this risk and understands that it shall be solely responsible to pay all charges, which may result from toll fraud or unauthorized use of its premise equipment. Customer hereby releases and waives any claim it

may have now or in the future against DIR/CTS for the payment of charges arising from toll fraud or other unauthorized use on its premise equipment.

2.5 Customer is a qualified entity to receive goods and services from DIR/CTS. Services will terminate without liability to DIR/CTS should Customer's eligibility status change during the term of this Service Agreement.

III. Term

The term of this Service Agreement begins on the date of the last party to sign and is in effect until all services are terminated or the Service Agreement is terminated in accordance with Article V hereof.

Please note that service terms may differ from vendor to vendor and from services to service and these terms are reflected on the services order forms.

IV. Billing

4.1 DIR/CTS's first month's billing for any circuits provisioned will commence on the date provisioning is completed.

4.2 DIR/CTS will cease billing circuits on the date disconnection is completed.

4.3 All other services shall be billed on an usage basis from the first date of actual service until the service is disconnected.

4.4 In compliance with Title I, Chapter 207, Rule number 207.11, of the Texas Administrative Code: customer's billing dispute timing and payment obligations shall track those found in the Prompt Payment Act, Chapter 2251, Texas Government Code.

V. Termination and Amendments

5.1 DIR/CTS may provide notice of intent to terminate this Service Agreement for convenience by sending a written statement to that effect, which shall be received by Customer no less than thirty (30) days prior to the Effective Date of termination. DIR/CTS may terminate any Service Agreement for cause, with an immediate Effective Date, by issuing written notice to Customer, upon failure of Customer to make timely payment of bills. In addition to termination of services, DIR/CTS may notify the State Comptroller of Public Accounts (CPA) Office of the Customer's debt to the state and request the Customer be placed on the Payments on Hold List until payment for services is received.

5.2 A Customer may provide notice of intent to terminate this Service Agreement for convenience by sending a written statement to that effect, which shall be received by DIR/CTS no less than thirty (30) days prior to the Effective Date of termination. A Customer request to change a service shall not take effect until Customer provides written notice to DIR/CTS of any changes to ordered services. If DIR/CTS does not receive written notification, the Customer will continue to be billed monthly until proper notification is received. No written termination notice shall be effective prior to the expiration of thirty (30) days after receipt by DIR/CTS.

5.3 Amendments to this Service Agreement shall only be effective upon execution of an instrument in writing by authorized representatives of DIR/CTS and the Customer.

VI. Other Conditions of Service

6.1 Service rates are subject to change by DIR/CTS upon 30-days written notice to Customer.

6.2 No conflicting terms or conditions found in Customer orders or forms shall become a part of this Service Agreement.

6.3 If service and/or communications projects are canceled at any time prior to completion, Customer shall be responsible for all actual costs incurred by DIR/CTS up to the date of cancellation. DIR/CTS will bill the Customer for these costs. Customer's covenant to pay shall survive the cancellation of a project.

6.4 DIR/CTS relies on third party contractors for the fulfillment of services contracted for hereunder. Therefore, DIR/CTS makes no independent warranties or guarantees, express or implied, regarding said services.

6.5 The following terms have the meaning indicated for purposes of this Service Agreement:

“Force Majeure” means the parties’ performance under this Service Agreement shall be adjusted or suspended by mutual agreement to the extent performance is beyond the reasonable control of the parties for reasons including, but not limited to: strikes, work stoppages, fire, water, flood, lightning, government action, acts of God or public enemy, delays of power company, local exchange company, or other carrier. Failure of Customer to coordinate and cooperate so as to delay DIR/CTS is not an event of Force Majeure. In the event of Force Majeure, the sole and exclusive remedy to the party suffering the delay shall be an equivalent extension of the time for performance. The parties shall document to one another the onset of events of Force Majeure within three days of their onset.

“Provision” and “provisioning” means DIR/CTS has acquired, arranged for or provided at the Customer’s site, the equipment, supplies or other items necessary to provide the ordered service(s), but does not mean the actual act(s) of turning up the ordered service(s).

VII. Customer Service Resources

Customer Service Resources may be found at <http://www.dir.texas.gov/cts/Pages/cts.aspx> . Inquiries regarding this Service Agreement may be directed to DIR, Service Fulfillment on 877-472-4848, option 4 or 512-463-7800.

Customer hereby agrees to the terms and conditions of this Service Agreement; represents that the official executing this Service Agreement is authorized to bind the Customer to its terms; and that Customer has completed all of its internal processes to make this a binding undertaking on the part of Customer.

CUSTOMER: City of Killeen, Texas

**DEPARTMENT OF INFORMATION
RESOURCES**

BY: _____

BY: _____

NAME: Ron Olson

NAME: Wayne Egeler

TITLE: City Manager

TITLE: Director, Communications Technology
Services

DATE: _____

DATE: _____

Office of General Counsel _____



City of Killeen

Legislation Details

File #: RS-17-023 **Version:** 1 **Name:** Updating the City of Killeen's Authorized TexPool Representatives
Type: Resolution **Status:** Resolutions
File created: 2/16/2017 **In control:** City Council
On agenda: 3/14/2017 **Final action:**
Title: Consider a memorandum/resolution updating authorized representatives for TexPool.
Sponsors: Finance Department
Indexes:
Code sections:
Attachments: [Council Memorandum](#)

[TexPool Representatives Resolution](#)
[TexPool Representatives Resolution](#)
[TexPool Representative Deletions](#)

Date	Ver.	Action By	Action	Result
3/7/2017	1	City Council Workshop		

CITY COUNCIL MEMORANDUM

AGENDA ITEM

Updating authorized representatives for
TexPool

ORIGINATING DEPARTMENT

Finance

BACKGROUND INFORMATION

The City of Killeen has funds invested with the Texas Local Government Investment Pool (TexPool). The City Council formally approves any changes in the individuals who serve as our authorized representatives when dealing with investments.

DISCUSSION/CONCLUSION

Ronald L. Olson, City Manager, and Judith Tangalin, Staff Accountant, will need to be added as authorized representatives. Dennis M. Baldwin and Althea Davis will need to be removed. All other representatives will remain the same.

Add	Remove	Remain
Ronald L. Olson, City Manager	Dennis M. Baldwin	Jonathan Locke
Judith Tangalin, Staff Accountant	Althea Davis	Karen Evans
		Latashia Cherry

FISCAL IMPACT

There is no fiscal impact due to these changes.

RECOMMENDATION

Staff recommends that the changes be made regarding TexPool authorized representatives for the City of Killeen and that the attached Resolution Amending Authorized Representatives from TexPool be approved.



Resolution Amending Authorized Representatives

Please use this form to amend or designate Authorized Representatives.

This document supersedes all prior Authorized Representative forms.

* Required Fields

1. Resolution

WHEREAS,

Participant Name*

Location Number*

("Participant") is a local government of the State of Texas and is empowered to delegate to a public funds investment pool the authority to invest funds and to act as custodian of investments purchased with local investment funds; and

WHEREAS, it is in the best interest of the Participant to invest local funds in investments that provide for the preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act; and

WHEREAS, the Texas Local Government Investment Pool ("TexPool/ Texpool Prime"), a public funds investment pool, were created on behalf of entities whose investment objective in order of priority are preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act.

NOW THEREFORE, be it resolved as follows:

- A. That the individuals, whose signatures appear in this Resolution, are Authorized Representatives of the Participant and are each hereby authorized to transmit funds for investment in TexPool / TexPool Prime and are each further authorized to withdraw funds from time to time, to issue letters of instruction, and to take all other actions deemed necessary or appropriate for the investment of local funds.
- B. That an Authorized Representative of the Participant may be deleted by a written instrument signed by two remaining Authorized Representatives provided that the deleted Authorized Representative (1) is assigned job duties that no longer require access to the Participant's TexPool / TexPool Prime account or (2) is no longer employed by the Participant; and
- C. That the Participant may by Amending Resolution signed by the Participant add an Authorized Representative provided the additional Authorized Representative is an officer, employee, or agent of the Participant;

List the Authorized Representative(s) of the Participant. Any new individuals will be issued personal identification numbers to transact business with TexPool Participant Services.

1.

Name

Title

Phone/Fax/Email

Signature

2.

Name

Title

Phone/Fax/Email

Signature

1. Resolution (continued)

3.
Name

Title

Phone/Fax/Email

Signature

4.
Name

Title

Phone/Fax/Email

Signature

List the name of the Authorized Representative listed above that will have primary responsibility for performing transactions and receiving confirmations and monthly statements under the Participation Agreement.

Name

In addition and at the option of the Participant, one additional Authorized Representative can be designated to perform only inquiry of selected information. This limited representative cannot perform transactions. If the Participant desires to designate a representative with inquiry rights only, complete the following information.

Name

Title

Phone/Fax/Email

D. That this Resolution and its authorization shall continue in full force and effect until amended or revoked by the Participant, and until TexPool Participant Services receives a copy of any such amendment or revocation. This Resolution is hereby introduced and adopted by the Participant at its regular/special meeting held on the ____ day _____, 20 ____.

Note: Document is to be signed by your Board President, Mayor or County Judge and attested by your Board Secretary, City Secretary or County Clerk.

Name of Participant*

SIGNED

Signature*

Printed Name*

Title*

ATTEST

Signature*

Printed Name*

Title*

2. Mailing Instructions

The completed Resolution Amending Authorized Representatives can be faxed to TexPool Participant Services at 1-866-839-3291, and mailed to:

TexPool Participant Services
1001 Texas Avenue, Suite 1400
Houston, TX 77002

ORIGINAL SIGNATURE AND DOCUMENT REQUIRED

TEX-REP

2 OF 2

TexPool Participant Services
1001 Texas Avenue, Suite 1400 • Houston, TX 77002
Phone: 1-866-TEXPOOL (839-7665) • Fax: 1-866-839-3291 • www.texpool.com

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G45340-17 (12/15)



Resolution Amending Authorized Representatives

Please use this form to amend or designate Authorized Representatives.

This document supersedes all prior Authorized Representative forms.

* Required Fields

1. Resolution

WHEREAS,

Participant Name*

--	--	--	--	--	--

Location Number*

("Participant") is a local government of the State of Texas and is empowered to delegate to a public funds investment pool the authority to invest funds and to act as custodian of investments purchased with local investment funds; and

WHEREAS, it is in the best interest of the Participant to invest local funds in investments that provide for the preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act; and

WHEREAS, the Texas Local Government Investment Pool ("TexPool/ Texpool Prime"), a public funds investment pool, were created on behalf of entities whose investment objective in order of priority are preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act.

NOW THEREFORE, be it resolved as follows:

- A. That the individuals, whose signatures appear in this Resolution, are Authorized Representatives of the Participant and are each hereby authorized to transmit funds for investment in TexPool / TexPool Prime and are each further authorized to withdraw funds from time to time, to issue letters of instruction, and to take all other actions deemed necessary or appropriate for the investment of local funds.
- B. That an Authorized Representative of the Participant may be deleted by a written instrument signed by two remaining Authorized Representatives provided that the deleted Authorized Representative (1) is assigned job duties that no longer require access to the Participant's TexPool / TexPool Prime account or (2) is no longer employed by the Participant; and
- C. That the Participant may by Amending Resolution signed by the Participant add an Authorized Representative provided the additional Authorized Representative is an officer, employee, or agent of the Participant;

List the Authorized Representative(s) of the Participant. Any new individuals will be issued personal identification numbers to transact business with TexPool Participant Services.

1.

Name

Title

Phone/Fax/Email

Signature

2.

Name

Title

Phone/Fax/Email

Signature

1. Resolution (continued)

3.
Name

Title

Phone/Fax/Email

Signature

4.
Name

Title

Phone/Fax/Email

Signature

List the name of the Authorized Representative listed above that will have primary responsibility for performing transactions and receiving confirmations and monthly statements under the Participation Agreement.

Name

In addition and at the option of the Participant, one additional Authorized Representative can be designated to perform only inquiry of selected information. This limited representative cannot perform transactions. If the Participant desires to designate a representative with inquiry rights only, complete the following information.

Name

Title

Phone/Fax/Email

D. That this Resolution and its authorization shall continue in full force and effect until amended or revoked by the Participant, and until TexPool Participant Services receives a copy of any such amendment or revocation. This Resolution is hereby introduced and adopted by the Participant at its regular/special meeting held on the ____ day _____, 20 ____.

Note: Document is to be signed by your Board President, Mayor or County Judge and attested by your Board Secretary, City Secretary or County Clerk.

Name of Participant*

SIGNED

Signature*

Printed Name*

Title*

ATTEST

Signature*

Printed Name*

Title*

2. Mailing Instructions

The completed Resolution Amending Authorized Representatives can be faxed to TexPool Participant Services at 1-866-839-3291, and mailed to:

TexPool Participant Services
1001 Texas Avenue, Suite 1400
Houston, TX 77002

ORIGINAL SIGNATURE AND DOCUMENT REQUIRED

TEX-REP

2 OF 2

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Authorized Representative Deletion Form

Please complete this form to delete Authorized Representative(s) of the Participant.

***Required Fields**

1. Participant Information

<input type="text"/>	<input type="text"/>	<input type="text"/>
Participant Name*	Location Number*	Effective Date*

2. Deletions

Please print the name(s) of the individual(s) to be deleted:

As Authorized Representative(s):

As Inquiry Only Representative(s):

1. <input type="text"/>	1. <input type="text"/>
2. <input type="text"/>	2. <input type="text"/>
3. <input type="text"/>	3. <input type="text"/>

3. Primary Contact

If the person being deleted is the Primary Contact, please provide the name of the TexPool Authorized Representative that will be the new Primary Contact. The Primary Contact is the individual who will receive the daily transaction confirmations, monthly statements, monthly newsletter, TexPool Updates, and other TexPool mailings.

<input type="text"/>	<input type="text"/>
Name	Title
<input type="text"/>	<input type="text"/>
Telephone Number	Fax Number
<input type="text"/>	Email Address

4. Inquiry Only

If the person being deleted is an Inquiry Only Representative, please specify below if you wish to add another individual in this capacity. Please note: Inquiry Only Representatives cannot perform transactions.

<input type="text"/>	<input type="text"/>
Name	Title
<input type="text"/>	<input type="text"/>
Telephone Number	Fax Number
<input type="text"/>	Email Address

5. Approvals

Please enter the name of two individuals who are currently Authorized Representatives and who authorize the deletion(s) of the individual(s) above.

Note: This authorization must be executed by a current Authorized Representative of the Participant as set forth in the duly enacted Resolution of the Participant, which is on file with TexPool.

<input type="text"/>	<input type="text"/>
Authorized Representative Signature*	Date*
<input type="text"/>	<input type="text"/>
Printed Name*	Telephone Number
<input type="text"/>	
Title*	
<input type="text"/>	<input type="text"/>
Authorized Representative Signature*	Date*
<input type="text"/>	<input type="text"/>
Printed Name*	Telephone Number
<input type="text"/>	
Title*	

6. Mailing Instructions

The completed Authorized Representative Deletion Form can be faxed to TexPool Participant Services at 1-866-839-3291, and mailed to:

TexPool Participant Services
1001 Texas Avenue, Suite 1400
Houston, TX 77002



City of Killeen

Legislation Details

File #: RS-17-024 **Version:** 1 **Name:** Appointment to KTMPO
Type: Resolution **Status:** Resolutions
File created: 2/17/2017 **In control:** City Council
On agenda: 3/14/2017 **Final action:**
Title: Consider a memorandum/resolution appointing a replacement to the Technical Advisory Committee for the Killeen Temple Metropolitan Planning Organization.
Sponsors: City Manager Department
Indexes:
Code sections:
Attachments: [Council Memorandum](#)

Date	Ver.	Action By	Action	Result
3/7/2017	1	City Council Workshop		

CITY COUNCIL MEMORANDUM

AGENDA ITEM

**APPOINTMENT TO TECHNICAL ADVISORY
COMMITTEE/KTMPO**

ORIGINATING DEPARTMENT

MAYOR/COUNCIL

BACKGROUND INFORMATION

The City of Killeen is a member of the Killeen Temple Metropolitan Planning Organization (KTMPO). In 2013, a Technical Advisory Committee was formed by KTMPO to review technical issues and develop preferred technical alternatives for Policy Board action. The City Manager was appointed to serve as a voting member on the Committee.

DISCUSSION/CONCLUSION

In order to ensure the City of Killeen continues to have a vote Council action is required to appoint a new member to fill the City Manager vacancy.

RECOMMENDATION

It is recommended that the City Council appoint Ronald L. Olson to replace Dennis Baldwin.



City of Killeen

Legislation Details

File #: RS-17-025 **Version:** 1 **Name:** Appointments to Vacant Boards & Commission Seats
Type: Resolution **Status:** Resolutions
File created: 2/9/2017 **In control:** City Council
On agenda: 3/14/2017 **Final action:**
Title: Consider a memorandum/resolution appointing members to various boards and commissions.
Sponsors: City Secretary
Indexes:
Code sections:
Attachments: [Council Memorandum](#)
[Notice of Resignation](#)
[Arts Commission Applicants](#)
[KVI Applicants](#)

Date	Ver.	Action By	Action	Result
3/7/2017	1	City Council Workshop		

CITY COUNCIL MEMORANDUM

AGENDA ITEM

**Boards, Commissions, and Committees
Appointments**

ORIGINATING DEPARTMENT

City Attorney/City Secretary

BACKGROUND INFORMATION

The City of Killeen makes annual appointments to boards, commissions, and committees in September of each year and throughout the year as vacancies occur.

DISCUSSION/CONCLUSION

In order to make appointments and reappointments, City Council action is required. The chart below represents recent vacancies for terms beginning October 1, 2016.

Arts Commission (All Council)

Current Member	Status	New Member	Comments
Mike Bartoszek	Declared vacant	Sean Payton	Music/Radio/TV

Killeen Volunteers, Inc. (Sub-Comm: B. Moore, J. Kilpatrick)

Current Member	Status	New Member	Comments
Alejandro Jimenez	Graduated	Olivia Winder	YAC Rep
Elizabeth Roberts	Resigned	Elizabeth Blackstone	Citizen Rep
TaNeika Driver-Moultrie	Resigned	Ralph Cossey	Citizen Rep

RECOMMENDATION

It is recommended that the City Council appoint the above New Member individuals to fill vacancies and expired terms.

Dianna Barker

From: Roxanne Flores-Achmad
Sent: Thursday, February 09, 2017 4:58 PM
To: Dianna Barker
Subject: KVI Appointments

Alejandro Jimenez the YAC President has graduated from high school and we need to replace him with the current YAC President, Olivia Winder.

Elizabeth Roberts has resigned due to moving out of the area and I would recommend replacing her with Elizabeth Blackstone. Elizabeth Blackstone was a member for many years and was a hard, dedicated volunteer who we would love to have back on KVI.

Roxanne Flores-Achmad
Director of Volunteer Services
City of Killeen, Texas
254-501-7878 - office
254-501-7736 - fax
rflores-achmad@killeentexas.gov
www.killeentexas.gov

Dedicated Service - Every Day, for Everyone

Dianna Barker

From: Roxanne Flores-Achmad
Sent: Monday, February 27, 2017 7:23 PM
To: Dianna Barker
Subject: FW: KVI Board

We have another vacancy on the board. We will need to fill them due to quorum issues.

Roxanne Flores-Achmad
Director of Volunteer Services
City of Killeen, Texas
254-501-7878 - office
254-501-7736 – fax
rflores-achmad@killeentexas.gov
www.killeentexas.gov

Dedicated Service - Every Day, for Everyone

From: Colen Wilson
Sent: Thursday, February 23, 2017 12:06 PM
To: Driver-Moultrie, Taneika (MET)
Subject: RE: KVI Board

Good Luck and thank you for your service.

From: Driver-Moultrie, Taneika (MET) [<mailto:taneika.driver-moultrie@ahss.org>]
Sent: Thursday, February 23, 2017 10:13 AM
To: Colen Wilson
Subject: KVI Board

Good morning, sir. I pray all is well.

It is with regret that I must resign from the Killeen Volunteers Inc. Board. I have a commitment to my professional career that requires a meeting on the same day at the same time every month for the Foundation Board.

I have truly enjoyed serving and wish KVI all the best in the years to come!

Thank you for the opportunity.

Blessings,

TaNeika Driver-Moultrie

Director

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Dianna Barker

From: Roxanne Flores-Achmad
Sent: Monday, November 28, 2016 3:49 PM
To: Dianna Barker
Subject: FW: KVI Board

See below

Roxanne Flores-Achmad
Director of Volunteer Services
City of Killeen, Texas
254-501-7878 - office
254-501-7736 – fax
rflores-achmad@killeentexas.gov
www.killeentexas.gov

Dedicated Service - Every Day, for Everyone

From: Elizabeth Roberts [<mailto:eroberts1129@gmail.com>]
Sent: Thursday, November 24, 2016 10:09 AM
To: Roxanne Flores-Achmad
Subject: KVI Board

Roxanne,

Happy holidays.

I have enjoyed the opportunity to serve as a citizen representative on the Killeen Volunteer, Inc. board. Effective immediately I am resigning my seat. I have taken a position that required a move to Arizona. Thank you.

Elizabeth Roberts



CITY OF KILLEEN

BOARD, COMMISSION, or COMMITTEE CANDIDATE Application

yes ✓

Board/Commission/Committee (you may list more than one) KVI Arts Commission		Your Name Elizabeth Blackstone	
		Home Phone 254-634-5090	
Home Address 601 Illinois Ave. Killeen, TX 76541		Cell Phone: 254-289-4923	
		E-Mail blackstoneea@yahoo.com	
Business Address		Business Phone	
		Occupation retired	
Arts Commission applicants - Check the position(s) that most closely match your areas of special knowledge and experience: <input type="checkbox"/> Dance/Drama/Writing <input type="checkbox"/> Educator/Arts <input type="checkbox"/> Folk Art/Painting/Sculpture <input type="checkbox"/> Instrumental/Vocal Music <input checked="" type="checkbox"/> Member-at-Large		Resident of Killeen <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes: 25 Years	Are you related to the Mayor, any member of the City Council or City Manager? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes, Explain _____
Special knowledge, experience, or interest applicable to function on board, commission, or committee: have been a member of both KVI & Arts Com. in the past 4 yrs on city council			
Other information (civic activities, etc.)			
List other boards, commissions, or committees (if any) on which you have served or are now serving, including the dates of service. city council - 2012-2016 Arts Com. 2008-2012 KTEMP, CI COG, etc.			
Signature: Elizabeth Blackstone		Date: June 28, 2016	
		Updated:	

RETURN TO:

CITY SECRETARY'S OFFICE

101 N. College St.

P. O. Box 1329

Killeen, Texas 76540

Telephone: 254-501-7717 Fax: 254-634-8399
dbarker@killeentexas.gov

received
6-28-16



CITY OF KILLEEN

yes ✓

BOARD, COMMISSION, or COMMITTEE CANDIDATE Application

Board/Commission/Committee (you may list more than one) Sister Cities board Art commission		Your Name Minerva D. Cotton	
Home Address 2123 Whippoorwill Rd. Killeen Tx 76542		Home Phone _____	
Business Address Copperas Cove ISD		Cell Phone: 817-705-5644	
		E-Mail minervadcotton@gmail.com	
		Business Phone _____	
		Occupation Teacher	
Arts Commission applicants - Check the position(s) that most closely match your areas of special knowledge and experience: <input type="checkbox"/> Dance/Drama/Writing <input checked="" type="checkbox"/> Educator/Arts <input type="checkbox"/> Folk Art/Painting/Sculpture <input type="checkbox"/> Instrumental/Vocal Music <input type="checkbox"/> Member-at-Large		Resident of Killeen <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes: 20 Years	Are you related to the Mayor, any member of the City Council or City Manager? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes, Explain _____
Special knowledge, experience, or interest applicable to function on board, commission, or committee: 14 year Educator Hometown - Killeen Interested in continuing the effort to make San Juan, PR our next sister city.			
Other information (civic activities, etc.) member - president elect of LUAC Herencia 4297			
List other boards, commissions, or committees (if any) on which you have served or are now serving, including the dates of service. Sister city 13-14			
Signature: Minerva D. Cotton		Date: May 6, 2016	
		Updated: _____	

RETURN TO:

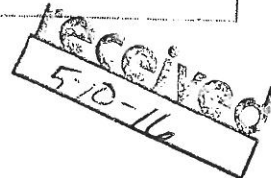
CITY SECRETARY'S OFFICE

101 N. College St.

P. O. Box 1329

Killeen, Texas 76540

Telephone: 254-501-7717 Fax: 254-634-8399
dbarker@killeentexas.gov



RETURN TO: City Secretary's Office, 101 N. College St., PO Box 1329, Killeen, TX. 76540; Telephone: 501-7717; Fax: 634-8399; dbarker@killeentexas.gov



CITY OF KILLEEN
BOARD, COMMISSION, OR COMMITTEE CANDIDATE
Application

Board/Commission/Committee you wish to serve on (you may list more than one)

- ☐ Animal Advisory Board
- ☒ Arts Commission**
- ☐ BOA - Construction Board
- ☐ Civilian Employee Review Board
- ☐ Heritage Preservation Board
- ☐ Killeen Sister Cities
- ☐ Housing Authority
- ☐ Tree Advisory
- ☐ Senior Citizen Advisory

- ☐ Airport Hazard Adjustments
- ☐ BOA - Fire Prevention
- ☐ BOA - Zoning
- ☐ CDAC (Community Development Advisory)
- ☐ KVI (Killeen Volunteers Inc.)
- ☐ EDC (Economic Development Corp)
- ☐ P&Z (Planning & Zoning Commission)
- ☐ TIRZ (Tax Increment Reinvestment Zone)

received
9-11-15

Your Name: DANNIE DANIEL

Home Address: 4601 Dillon Drive, Killeen Texas 76542

Mailing Address: 4601 Dillon Drive, Killeen Texas 76542

Contact Phone #: 254-702-8224, Alternate #: 254-526-2462

E-mail: dannie.r.daniel@gmail.com

Occupation: Student, Texas A & M

Resident of Killeen? ☒ Yes, 5 years; ☐ No

Are you related to the Mayor, any member of the City Council or City Manager? ☐ Yes ☒ No

If yes, explain: _____

Special knowledge, experience, or interest applicable to function on board, commission, or committee:

I have been a patron of the Arts for quite some time. I have traveled around the world extensively encountering other cultures as well as a few adventures here and there. I would like to be able to contribute anything that I can based on some of what I have

Other information (civic activities, etc.):

experienced in other cities just like Killeen and elsewhere. I have a photography and Artistic background from New York to Korea. Activity Director School club, Vart Photography/archives military

List other boards, commissions, or committees, if any, on which you have served or are now serving, including the dates of service.

Art Restoration City of Rahway New Jersey. Would love to be more involved with what is going on in and around our community

Dannie Daniel
Signature

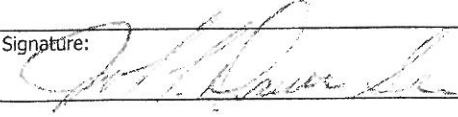
10 September 2015
Date



CITY OF KILLEEN

yes ✓

BOARD, COMMISSION, or COMMITTEE CANDIDATE Application

Board/Commission/Committee (you may list more than one) CDAC (Community Development Advisory Committee) Killeen Housing Authority KVI, Inc. (Killeen Volunteers) Arts Commission	Your Name John L Driver Sr.	
	Home Phone (254) 526-6169	
Home Address 4000 Ambrose Dr Killeen, TX 76549	Cell Phone: (254) 247-7232	
	E-Mail jldriver08@gmail.com	
Business Address	Business Phone N/A	
	Occupation Retired	
Arts Commission applicants - Check the position(s) that most closely match your areas of special knowledge and experience: <input type="checkbox"/> Dance/Drama/Writing <input type="checkbox"/> Educator/Arts <input type="checkbox"/> Folk Art/Painting/Sculpture <input type="checkbox"/> Instrumental/Vocal Music <input checked="" type="checkbox"/> Member-at-Large	Resident of Killeen <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes: 23 Years	Are you related to the Mayor, any member of the City Council or City Manager? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes, Explain _____
	Special knowledge, experience, or interest applicable to function on board, commission, or committee: I spent 30 years in the military and retired in 2002. My last assignment was as Garrison Sergeant Major for Fort Hood, TX from April 1996 to April 2002. During which time I served on various committees on the and off the installation. For the past 14 years I was the Operation Director/Assistant Director of Property Management for Fort Hood Family Housing in which I served on committees both on and off the property. I am certified as a National Apartment Leasing Professional (NALP) and Certified Director Property Management (CDPM) Level I & II.	
Other information (civic activities, etc.) Democratic Election Judge and Chair for Precinct 405 in Bell County; KPD Kid Watch Program; KISD Volunteer for Pershing Park Elementary and Live Oak Ridge Middle School.		
List other boards, commissions, or committees (if any) on which you have served or are now serving, including the dates of service. YMCA 1996-2002; Central Texas United Way 1996-2002; Fort Hood Youth Advisory Board 1996-2002; Garrison Commander's Course, Fort Belvoir, VA 1998-2002; Apartment Association Central Texas 2006-2016.		
Signature: 	Date: July 30, 2016	
	Updated:	

RETURN TO:

CITY SECRETARY'S OFFICE

101 N. College St.

P. O. Box 1329

Killeen, Texas 76540

Telephone: 254-501-7717 Fax: 254-634-8399
dbarker@killeentexas.gov



CITY OF KILLEEN

yes ✓
received
2-17-16

BOARD, COMMISSION, or COMMITTEE CANDIDATE
Application

Board/Commission/Committee (you may list more than one) Art Commission Community Development Advisory Committee City Council VF		Your Name VAN Fraley	
Home Address 401 Brittway Way Apt D Harker Heights TX 76548		Home Phone	
		Cell Phone: 254 392 0073	
Business Address Impossible Youth Mentoring		E-Mail VonFraley254@gmail.com	
		Business Phone 254 294 7801	
Arts Commission applicants - Check the position(s) that most closely match your areas of special knowledge and experience: <input type="checkbox"/> Dance/Drama/Writing <input checked="" type="checkbox"/> Educator/Arts <input type="checkbox"/> Folk Art/Painting/Sculpture <input type="checkbox"/> Instrumental/Vocal Music <input checked="" type="checkbox"/> Member-at-Large		Occupation Motivation Speaker / Entrepreneur	
		Resident of Killeen <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes: 20+ years	Are you related to the Mayor, any member of the City Council or City Manager? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes, Explain _____
Special knowledge, experience, or interest applicable to function on board, commission, or committee: Lived In the community Since 1992 I have marketing, management, community relations experience			
Other information (civic activities, etc.)			
List other boards, commissions, or committees (if any) on which you have served or are now serving, including the dates of service.			
Signature: VonFraley		Date: 2/17/16	
		Updated:	

RETURN TO:

CITY SECRETARY'S OFFICE

101 N. College St.
P. O. Box 1329
Killeen, Texas 76540

Telephone: 254-501-7717 Fax: 254-634-8399
dbarker@killeentexas.gov



CITY OF KILLEEN

yes ✓

BOARD, COMMISSION, or COMMITTEE CANDIDATE Application

Board/Commission/Committee (you may list more than one) Arts Commission		Your Name Lana Husband	
		Home Phone 254-319-0796	
Home Address 1800 Meadowbrook Drive Killeen TX 76543		Cell Phone:	
Business Address		E-Mail lanahusbanddigitalmedia@gmail.com	
		Business Phone	
Occupation Owner: Lana Husband Digital Media Photographer/videographer Killeen Daily Herald			
Arts Commission applicants - Check the position(s) that most closely match your areas of special knowledge and experience: <input type="checkbox"/> Dance/Drama/Writing <input checked="" type="checkbox"/> Educator/Arts <input type="checkbox"/> Folk Art/Painting/Sculpture <input type="checkbox"/> Instrumental/Vocal Music <input checked="" type="checkbox"/> Member-at-Large		Resident of Killeen <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes: 4 Years	Are you related to the Mayor, any member of the City Council or City Manager? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes, Explain
Special knowledge, experience, or interest applicable to function on board, commission, or committee: B.A.S. Computer programming with concentration in graphic design. Intel Analyst 07-12			
Other information (civic activities, etc.) Volunteer photography/advertising habitat for humanity and Volunteer photography/graphic design Vive Les Arts, NAACP Youth Council 7667, and Exchange Club Killeen.			
List other boards, commissions, or committees (if any) on which you have served or are now serving, including the dates of service. Keep Killeen Beautiful 2014-2016 Sister Cities Osain 2016			
Signature: Lana Husband		Date: 10 June 16	
		Updated:	

RETURN TO:

CITY SECRETARY'S OFFICE

101 N. College St.

P. O. Box 1329

Killeen, Texas 76540

Telephone: 254-501-7717 Fax: 254-634-8399
dbarker@killeentexas.gov

JUN 18 2016



CITY OF KILLEEN

BOARD, COMMISSION, or COMMITTEE CANDIDATE Application

yes ✓

Board/Commission/Committee (you may list more than one)	Your Name	
	Nelson A. Santiago Mercado	
Art Commission	Home Phone	
	254-415-7793	
Home Address	Cell Phone:	
	832-971-9406	
2105 Basalt Drive Killeen, TX 76549	E-Mail	
	nsantiago@hotmail.com	
Business Address	Business Phone	
	254-690-4321	
100 W. Central Texas Expressway Suite 102 Harker Heights, TX 76548	Occupation	
	Realtor (Buyer Specialist)	
Arts Commission applicants - Check the position(s) that most closely match your areas of special knowledge and experience: <input type="checkbox"/> Dance/Drama/Writing <input type="checkbox"/> Educator/Arts <input type="checkbox"/> Folk Art/Painting/Sculpture <input type="checkbox"/> Instrumental/Vocal Music <input checked="" type="checkbox"/> Member-at-Large	Resident of Killeen	Are you related to the Mayor, any member of the City Council or City Manager?
	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes: <u>7</u> Years	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes, Explain _____
Special knowledge, experience, or interest applicable to function on board, commission, or committee: As a member of the Artesania y Cultura Hispana I had participate in the meetings of the Art Commission for the last four years. I believe my experiences as an applicant for the Art Commission Grant will help the commission in the future.		
Other information (civic activities, etc.) Organized Cultural Festival during the Hispanic Heritage Month to promote the art and culture from Hispanic countries.		
List other boards, commissions, or committees (if any) on which you have served or are now serving, including the dates of service. N/A		
Signature:	Date:	
	2/1/16	
	Updated:	

Received
2-1-16

RETURN TO:

CITY SECRETARY'S OFFICE


101 N. College St.
P. O. Box 1329
Killeen, Texas 76540



CITY OF KILLEEN

yes ✓

**BOARD, COMMISSION, or COMMITTEE CANDIDATE
Application**

Board/Commission/Committee (you may list more than one) Choose an item <u>Arts Commission</u> Choose an item Choose an item Choose an item	Your Name <u>Sean Payton</u>	
	Home Phone <u>254-423-5341</u>	
	Cell Phone:	
	E-Mail <u>Dream4music@gmail.com</u>	
Home Address <u>610 Aries Ave</u> <u>Killeen, TX 76542</u>	Business Phone	
Business Address	Occupation <u>US Army Ret</u>	
Arts Commission applicants - Check the position(s) that most closely match your areas of special knowledge and experience: <input type="checkbox"/> Dance/Drama/Writing <input type="checkbox"/> Educator/Arts <input type="checkbox"/> Folk Art/Painting/Sculpture <input type="checkbox"/> Instrumental/Vocal Music <input checked="" type="checkbox"/> Member-at-Large	Resident of Killeen <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes: <u>15</u> Years	Are you related to the Mayor, any member of the City Council or City Manager? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes, Explain _____
	Special knowledge, experience, or interest applicable to function on board, commission, or committee:	
Other information (civic activities, etc.)		
List other boards, commissions, or committees (if any) on which you have served or are now serving, including the dates of service. <u>Senior Advisory</u> <u>Fire Protection</u>		
Signature: 	Date: <u>22 Feb 17</u>	
	Updated:	

RETURN TO:

CITY SECRETARY'S OFFICE

101 N. College St.

P. O. Box 1329

Killeen, Texas 76540

Telephone: 254-501-7717 Fax: 254-634-8399
dbarker@killeentexas.gov

RETURN TO: City Secretary's Office, 101 N. College St., PO Box 1329, Killeen, TX. 76540; Telephone: 501-7717; Fax: 634-8399; dbarker@killeentexas.gov



CITY OF KILLEEN BOARD, COMMISSION, OR COMMITTEE CANDIDATE Application

Board/Commission/Committee you wish to serve on (you may list more than one)

received
6-1-15

- ☐ Animal Advisory Board
- ☒ Arts Commission**
- ☐ BOA - Construction Board
- ☐ Civilian Employee Review Board
- ☐ Heritage Preservation Board
- ☐ Killeen Sister Cities
- ☒ Housing Authority
- ☐ Tree Advisory
- ☒ Senior Citizen Advisory

- ☐ Airport Hazard Adjustments
- ☐ BOA - Fire Prevention
- ☐ BOA - Zoning
- ☒ CDAC (Community Development Advisory)
- ☐ KVI (Killeen Volunteers Inc.)
- ☒ EDC (Economic Development Corp)
- ☐ P&Z (Planning & Zoning Commission)
- ☐ TIRZ (Tax Increment Reinvestment Zone)

Your Name: _____



Ms. Monika Spilman
695 Tally Ho Rd.
Killeen, TX 76542

Home Address: _____

Mailing Address: _____

Contact Phone #: 254-634-6725 Alternate #: LM

E-mail: _____

Occupation: _____

Resident of Killeen? ☒ Yes, 30 years; ☐ No

Are you related to the Mayor, any member of the City Council or City Manager? ☐ Yes ☒ No
If yes, explain: _____

Special knowledge, experience, or interest applicable to function on board, commission, or committee:

See Attachment

Other information (civic activities, etc.):

See Attachment

List other boards, commissions, or committees, if any, on which you have served or are now serving, including the dates of service.

See Attachment

Signature

Date

May 27 - 2015



CITY OF KILLEEN

BOARD, COMMISSION, or COMMITTEE CANDIDATE Application

yes ✓

Board/Commission/Committee (you may list more than one) KVI Arts Commission		Your Name Elizabeth Blackstone	
		Home Phone 254-634-5090	
Home Address 601 Illinois Ave. Killeen, TX 76541		Cell Phone: 254-289-4923	
		E-Mail blackstoneea@yahoo.com	
Business Address		Business Phone	
		Occupation retired	
Arts Commission applicants - Check the position(s) that most closely match your areas of special knowledge and experience: <input type="checkbox"/> Dance/Drama/Writing <input type="checkbox"/> Educator/Arts <input type="checkbox"/> Folk Art/Painting/Sculpture <input type="checkbox"/> Instrumental/Vocal Music <input checked="" type="checkbox"/> Member-at-Large		Resident of Killeen <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes: 25 Years	Are you related to the Mayor, any member of the City Council or City Manager? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes, Explain _____
Special knowledge, experience, or interest applicable to function on board, commission, or committee: have been a member of both KVI & Arts Com. in the past 4 yrs on city council			
Other information (civic activities, etc.)			
List other boards, commissions, or committees (if any) on which you have served or are now serving, including the dates of service. city council - 2012-2016 Arts Com. 2008-2012 KTEMP, CI COG, etc.			
Signature: Elizabeth Blackstone		Date: June 28, 2016	
		Updated:	

RETURN TO:

CITY SECRETARY'S OFFICE

101 N. College St.

P. O. Box 1329

Killeen, Texas 76540

Telephone: 254-501-7717 Fax: 254-634-8399
dbarker@killeentexas.gov

received
6-28-16



BOARD, COMMISSION, or COMMITTEE CANDIDATE Application

Board/Commission/Committee (you may list more than one) KVI, Inc. (Killeen Volunteers) Civil Service Commission Planning & Zoning Commission KEDC (Killeen Economic Development Corp)	Your Name <h3 style="margin: 0;">Riakos L. Adams</h3>	
Home Address 6108 Siltstone Loop Killeen, TX 76542	Home Phone 6787991809	
	Cell Phone: 678-799-1809	
	E-Mail riakos@hotmail.com	
Business Address B Co, 1st BN, WTU Fort Hood, TX 76544	Business Phone 6787991809	
	Occupation Soldier in Transition (retiring)	
Arts Commission applicants - Check the position(s) that most closely match your areas of special knowledge and experience: <input type="checkbox"/> Dance/Drama/Writing <input type="checkbox"/> Educator/Arts <input type="checkbox"/> Folk Art/Painting/Sculpture <input type="checkbox"/> Instrumental/Vocal Music <input type="checkbox"/> Member-at-Large	Resident of Killeen <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes: 4 Years	Are you related to the Mayor, any member of the City Council or City Manager? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes, Explain _____
Special knowledge, experience, or interest applicable to function on board, commission, or committee: 22 years in the military as a military police officer (extensive background in security and emergency services); previously held leadership roles in volunteer service organizations (including planning and participation in the first National Youth Service Day in DC); Served as a strategic planner in the military. Completed Interested in Killeen's planning and economic development. Interested in being more active in Killeen Civic Activities		
Other information (civic activities, etc.) Currently a Bell County volunteer voting registrar; President of the Killeen/Fort Hood Chapter (Kappa Sigma Lambda) of Alpha Phi Alpha Fraternity, Inc; member of the Trustee/Finance Committee of Greater Vision Community Church.		
List other boards, commissions, or committees (if any) on which you have served or are now serving, including the dates of service. Have never served on a Killeen Board or Commission		
Signature: <i>Riakos L. Adams</i>	Date: 31 August 2016	
Updated:		

RETURN TO:

CITY SECRETARY'S OFFICE

101 N. College St.

P. O. Box 1329

Killeen, Texas 76540

Telephone: 254-501-7717 Fax: 254-634-8399
 dbarker@killeentexas.gov



BOARD, COMMISSION, or COMMITTEE CANDIDATE Application

Board/Commission/Committee (you may list more than one)		Your Name	
Killeen Housing Authority <input type="checkbox"/> Killeen Sister Cities <input type="checkbox"/> Choose an item Killeen Volunteers Choose an item		Misty Baumgrotz	
Home Address		Home Phone	
2405 Zephyr Road		520-226-1862	
Killeen, Texas 76543		Cell Phone:	
		520-226-1862	
		E-Mail	
		mbaumgrotz@gmail.com	
Business Address		Business Phone	
714 N 4th St.		254-616-2529	
Killeen, Texas 76543		Occupation	
		Paralegal	
Arts Commission applicants - Check the position(s) that most closely match your areas of special knowledge and experience: <input type="checkbox"/> Dance/Drama/Writing <input type="checkbox"/> Educator/Arts <input type="checkbox"/> Folk Art/Painting/Sculpture <input type="checkbox"/> Instrumental/Vocal Music <input type="checkbox"/> Member-at-Large		Resident of Killeen <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes: 14 Years	Are you related to the Mayor, any member of the City Council or City Manager? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes, Explain _____
Special knowledge, experience, or interest applicable to function on board, commission, or committee: I have lived in Killeen for 14 years this summer, and I believe it is time for me to become more active in the Community and find ways to give back; to do more. I have over 10 years of experience in Administrative work, the legal field, and human resources.			
Other information (civic activities, etc.) I am currently in the Central Texas Leadership Program and a graduate of the Partners in Policymaking 2002 class.			
List other boards, commissions, or committees (if any) on which you have served or are now serving, including the dates of service. I have been a member of American Business Women's Association since 2012, and have served as the Secretary for two years and I am beginning my second term as Vice President. I am also a member of the Band Boosters Board for my son's high school.			
Signature:		Date:	
		July 7, 2017	
		Updated:	

RETURN TO:

CITY SECRETARY'S OFFICE

101 N. College St.

P. O. Box 1329

Killeen, Texas 76540

Telephone: 254-501-7717 Fax: 254-634-8399
dbarker@killeentexas.gov



CITY OF KILLEEN

BOARD, COMMISSION, or COMMITTEE CANDIDATE
Application

Board/Commission/Committee (you may list more than one) Killeen Housing Authority Animal Advisory Committee Downtown Partnership Committee Killeen Volunteers Inc.		Your Name Evelyn Bruno	
Home Address 1905 Elms Run Court #A Killeen, Texas 76542		Home Phone	
Business Address		Cell Phone: (830) 387-6920	
		E-Mail ebrunotx@gmail.com	
		Business Phone N/A	
		Occupation Financial Specialist	
Arts Commission applicants - Check the position(s) that most closely match your areas of special knowledge and experience: <input type="checkbox"/> Dance/Drama/Writing <input type="checkbox"/> Educator/Arts <input type="checkbox"/> Folk Art/Painting/Sculpture <input type="checkbox"/> Instrumental/Vocal Music <input type="checkbox"/> Member-at-Large		Resident of Killeen <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes: _____ Years	Are you related to the Mayor, any member of the City Council or City Manager? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes, Explain _____
Special knowledge, experience, or interest applicable to function on board, commission, or committee: - Served as a member of New Braunfels Housing Authority Committee. - Worked with the Homeless population in NYC - - Worked with the NYPD for 15 years			
Other information (civic activities, etc.) - Member of C.A.S.A. of central Texas as an Court Appointed special Advocate for children -			
List other boards, commissions, or committees (if any) on which you have served or are now serving, including the dates of service. New Braunfels Housing Authority Board of Commissioners			
Signature: Evelyn Bruno		Date: 4/27/16	
		Updated:	

RETURN TO:

CITY SECRETARY'S OFFICE

101 N. College St.

P. O. Box 1329

Killeen, Texas 76540

 Telephone: 254-501-7717
 dbarker@killeentexas.gov

Fax: 254-634-8399



CITY OF KILLEEN

Rec'd
9-18-14

Eyes

**BOARD, COMMISSION, or COMMITTEE CANDIDATE
Application**

Board/Commission/Committee (you may list more than one) KVI Zoning Board of Adjustment Community Development Advisory		Your Name Ralph Cossey	
		Home Phone 254-554-9180	
Home Address 3811 Barbed Wire Dr. Killeen TX 76549		Cell Phone: 510-303-1927	
		E-Mail rcossey@yahoo.com	
Business Address Same as above		Business Phone	
		Occupation Software Architech	
Arts Commission applicants - Check the position(s) that most closely match your areas of special knowledge and experience: <input type="checkbox"/> Dance/Drama/Writing <input type="checkbox"/> Educator/Arts <input type="checkbox"/> Folk Art/Painting/Sculpture <input type="checkbox"/> Instrumental/Vocal Music <input type="checkbox"/> Member-at-Large		Resident of Killeen <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes: _____ Years	Are you related to the Mayor, any member of the City Council or City Manager? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes, Explain _____
Special knowledge, experience, or interest applicable to function on board, commission, or committee: Conscientious citizen wanting to add value to the quality of life issues in my community.			
Other information (civic activities, etc.)			
List other boards, commissions, or committees (if any) on which you have served or are now serving, including the dates of service. Currently: Arts Commission, CDAC, Ft. Hood Nov 9th Memorial committee ExOfficio: Celebrate Killeen Committee			
Signature: <i>Ralph Cossey, Jr.</i>		Date: 9/17/2014	
		Updated:	

RETURN TO:

CITY SECRETARY'S OFFICE

101 N. College St.

P. O. Box 1329


Killeen, Texas 76540

Telephone: 254-501-7717 Fax: 254-634-8399
dbarker@killeentexas.gov



CITY OF KILLEEN

BOARD, COMMISSION, or COMMITTEE CANDIDATE Application

Board/Commission/Committee (you may list more than one) KVI, Inc. (Killeen Volunteers) <input checked="" type="checkbox"/> Heritage Preservation Board <input checked="" type="checkbox"/> Choose an item Choose an item	Your Name James M Crossman	
	Home Phone	
Home Address 1509 Zephyr Rd, Killeen, TX 76541	Cell Phone: 254-423-0877	
	E-Mail jmc9825@gmail.com	
Business Address	Business Phone	
	Occupation Carpenters Apprentice	
Arts Commission applicants - Check the position(s) that most closely match your areas of special knowledge and experience: <input type="checkbox"/> Dance/Drama/Writing <input type="checkbox"/> Educator/Arts <input type="checkbox"/> Folk Art/Painting/Sculpture <input type="checkbox"/> Instrumental/Vocal Music <input type="checkbox"/> Member-at-Large	Resident of Killeen <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes: 18 Years	Are you related to the Mayor, any member of the City Council or City Manager? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes, Explain _____
Special knowledge, experience, or interest applicable to function on board, commission, or committee: 3 Years and 6 Months with SouthWest Bell County Fire Department . Vol		
Other information (civic activities, etc.)		
List other boards, commissions, or committees (if any) on which you have served or are now serving, including the dates of service.		
Signature: 	Date: 12/12/2016	
	Updated:	

RETURN TO:

CITY SECRETARY'S OFFICE

101 N. College St.

P. O. Box 1329

Killeen, Texas 76540

Telephone: 254-501-7717 Fax: 254-634-8399
dbarker@killeentexas.gov





BOARD, COMMISSION, or COMMITTEE CANDIDATE Application

Board/Commission/Committee (you may list more than one) CDAC (Community Development Advisory Committee) Killeen Housing Authority KVI, Inc. (Killeen Volunteers) Arts Commission	Your Name <h3 style="margin: 0;">John L Driver Sr.</h3>	
	Home Phone (254) 526-6169	
Home Address 4000 Ambrose Dr Killeen, TX 76549	Cell Phone: (254) 247-7232	
	E-Mail jldriver08@gmail.com	
Business Address	Business Phone N/A	
	Occupation Retired	
Arts Commission applicants - Check the position(s) that most closely match your areas of special knowledge and experience: <input type="checkbox"/> Dance/Drama/Writing <input type="checkbox"/> Educator/Arts <input type="checkbox"/> Folk Art/Painting/Sculpture <input type="checkbox"/> Instrumental/Vocal Music <input checked="" type="checkbox"/> Member-at-Large	Resident of Killeen <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes: 23 Years	Are you related to the Mayor, any member of the City Council or City Manager? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes, Explain _____
Special knowledge, experience, or interest applicable to function on board, commission, or committee: I spent 30 years in the military and retired in 2002. My last assignment was as Garrison Sergeant Major for Fort Hood, TX from April 1996 to April 2002. During which time I served on various committees on the and off the installation. For the past 14 years I was the Operation Director/Assistant Director of Property Management for Fort Hood Family Housing in which I served on committees both on and off the property. I am certified as a National Apartment Leasing Professional (NALP) and Certified Director Property Management (CDPM) Level I & II.		
Other information (civic activities, etc.) Democratic Election Judge and Chair for Precinct 405 in Bell County; KPD Kid Watch Program; KISD Volunteer for Pershing Park Elementary and Live Oak Ridge Middle School.		
List other boards, commissions, or committees (if any) on which you have served or are now serving, including the dates of service. YMCA 1996-2002; Central Texas United Way 1996-2002; Fort Hood Youth Advisory Board 1996-2002; Garrison Commander's Course, Fort Belvoir, VA 1998-2002; Apartment Association Central Texas 2006-2016.		
Signature: 	Date: July 30, 2016	
	Updated:	

RETURN TO:

CITY SECRETARY'S OFFICE
 101 N. College St.
 P. O. Box 1329
 Killeen, Texas 76540

Telephone: 254-501-7717 Fax: 254-634-8399
 dbarker@killeentexas.gov



CITY OF KILLEEN

BOARD, COMMISSION, or COMMITTEE CANDIDATE Application

Board/Commission/Committee (you may list more than one) Personnel Hearing Board Killeen Volunteers Inc. Tree Advisory Board		Your Name Tracy N. Hillman	
Home Address 5912 Quenselite Trail Killeen, Texas 76542		Home Phone 254 213 2829	
		Cell Phone: 254 289 0761	
		E-Mail tnhillman0307@gmail.com	
Business Address Darnall Army Medical Center Center Legal Office Box 100 Fort Hood, Texas 76544		Business Phone 254 288 8636	
		Occupation Paralegal Specialist	
Arts Commission applicants - Check the position(s) that most closely match your areas of special knowledge and experience: <input type="checkbox"/> Dance/Drama/Writing <input type="checkbox"/> Educator/Arts <input type="checkbox"/> Folk Art/Painting/Sculpture <input type="checkbox"/> Instrumental/Vocal Music <input type="checkbox"/> Member-at-Large		Resident of Killeen <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes: 7 Years	Are you related to the Mayor, any member of the City Council or City Manager? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes, Explain _____
Special knowledge, experience, or interest applicable to function on board, commission, or committee: I have an MBA in Business with a concentration in information systems. I served in the military for almost 21 years as a paralegal and currently work as a labor law/senior affirmative claims paralegal. I have extensive research and writing skills as well as in-depth financial knowledge as an affirmative claims paralegal. As the affirmative claims paralegal, I conduct financial transactions, deposits and account for deposits worth over 2 million each fiscal year.			
Other information (civic activities, etc.) I have volunteered with the Killeen and Harker Heights Parks & Recreation to work with youth as a soccer coach.			
List other boards, commissions, or committees (if any) on which you have served or are now serving, including the dates of service. 2010/2011- PTA treasurer for Timber Ridge Elementary 2012-2015 - PTA member for Timber Ridge and Mountain View Elementary			
Signature:		Date: July 4, 2016	
		Updated:	

RETURN TO:

CITY SECRETARY'S OFFICE

101 N. College St.

P. O. Box 1329

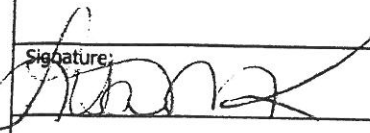
Killeen, Texas 76540

Telephone: 254-501-7717 Fax: 254-634-8399
dbarker@killeentexas.gov



CITY OF KILLEEN

BOARD, COMMISSION, or COMMITTEE CANDIDATE Application

Board/Commission/Committee (you may list more than one) Community Development Advisory Committee Killeen Volunteers, Inc. Senior Citizens Advisory Board		Your Name Lisa Kerschner	
		Home Phone	
Home Address 2301 Malakoff St Killeen, TX 76541		Cell Phone: (254) 371-6594	
		E-Mail lisa.kerschner06@gmail.com	
Business Address Union State Bank PO Box 790 / 120 N Gray Street Killeen, TX 76540-0790 / 76541		Business Phone (254) 634-8181	
		Occupation Vice President - Credit Officer	
Arts Commission applicants - Check the position(s) that most closely match your areas of special knowledge and experience: <input type="checkbox"/> Dance/Drama/Writing <input type="checkbox"/> Educator/Arts <input type="checkbox"/> Folk Art/Painting/Sculpture <input type="checkbox"/> Instrumental/Vocal Music <input type="checkbox"/> Member-at-Large		Resident of Killeen <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes: 20+ Years	Are you related to the Mayor, any member of the City Council or City Manager? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes, Explain _____
Special knowledge, experience, or interest applicable to function on board, commission, or committee:			
Other Information (civic activities, etc.) Current Member of the Killeen Chamber of Commerce Welcome Council and Leadership Killeen Alumni Council Graduate of the Killeen Leadership, Harker Heights Vision XXI and CTCOG Leadership			
List other boards, commissions, or committees (if any) on which you have served or are now serving, including the dates of service.			
Signature: 		Date: 7/6/2016	
		Updated:	


RETURN TO:

CITY SECRETARY'S OFFICE
101 N. College St.
P. O. Box 1329
Killeen, Texas 76540

Telephone: 254-501-7717 Fax: 254-634-8399
dbarker@killeentexas.gov

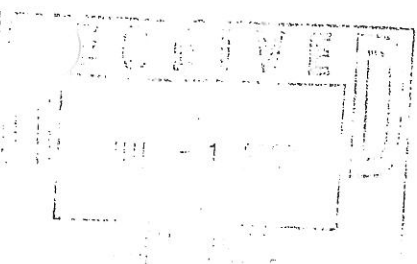
**KILLEEN VOLUNTEERS, INC.
BOARD OR COMMISSION CANDIDATE
DATA SHEET**

yes ✓

Board/Commission Name: (Check area(s) of interest) <input checked="" type="checkbox"/> Killeen Volunteers, Inc. <input type="checkbox"/> Keep Killeen Beautiful <input checked="" type="checkbox"/> Celebrate Killeen Committee <input checked="" type="checkbox"/> Killeen Volunteer Corps <input checked="" type="checkbox"/> Rodeo Committee	Your Name Mr. _____ Mrs. _____ Ms. <input checked="" type="checkbox"/> _____ SHANNON D. MEEKS
Home Address 4608 DILLON DRIVE KILLEEN, TX 76542	Home Phone: 254 213 9030 Cell Phone: 504 495 3375 E-Mail: tysonshannon@yahoo.com
Business Address N/A	Business Phone N/A
Occupation Student	Resident of Killeen (Years) 4
Special knowledge, experience, or interest applicable to function on Board or Commission: 14 years of Human Resource Experience,	
Other information (civic activities, etc.)	
List other Killeen boards or commissions, if any, in which you have served or are now serving including the dates of service on each: Bell County Health Services	
Signature: 	Date: 27 June 2009
Updated: Sept 11 / Sept 12 Updated:	

RETURN TO: KILLEEN VOLUNTEERS, INC.
P.O. Box 1329
Killeen, TX 76540-1329
Phone: 254-501-7878 Fax: 254-501-7730
Email: wbrewster@ci.killeen.tx.us

RECEIVED JUN 27 2009





CITY OF KILLEEN

Rec'd
11-17-14

yes ✓

BOARD, COMMISSION, or COMMITTEE CANDIDATE Application

Board/Commission/Committee (you may list more than one) 1. Killeen Volunteers, Inc. 2. Arts Commission 3. Economic Development 4. Downtown Partnership Committee	Your Name Cortina S. Merritt	
	Home Phone 256-343-2134	
	Cell Phone: 256-343-2134	
	E-Mail cortinaswain@yahoo.com	
Home Address 4613 Ledgestone Drive Killeen, Texas 76549	Business Phone 254-519-5441	
Business Address 1001 Leadership Place Killeen, Texas 76549	Occupation Senior Administrative Assistant	
	Arts Commission applicants - Check the position(s) that most closely match your areas of special knowledge and experience: <input type="checkbox"/> Dance/Drama/Writing <input type="checkbox"/> Educator/Arts <input type="checkbox"/> Folk Art/Painting/Sculpture <input type="checkbox"/> Instrumental/Vocal Music <input checked="" type="checkbox"/> Member-at-Large	Resident of Killeen <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes: 5 Years
		Are you related to the Mayor, any member of the City Council or City Manager? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes, Explain
Special knowledge, experience, or interest applicable to function on board, commission, or committee: Administrative: Accurately keep board minutes and transcribe dictation; Experience creating marketing material for public communication; Effectively gather data for creating reports; Ability to establish, maintain and track schedules and budgets; Experience successfully planning events and meetings		
Other information (civic activities, etc.) Volunteer: Mother Teresa's Missionaries of Charity; Kolkata, India; June 2014 Exit Pollster: Major Television Networks 2008 Presidential Election; Alabama; February 2008 Committee Member: Hiring Committee for the Inaugural Dean of the College of Arts & Sciences Texas A&M University-Central Texas; Killeen, Texas; 2014		
List other boards, commissions, or committees (if any) on which you have served or are now serving, including the dates of service. City of Killeen Citizen's Academy Inaugural Class 2014		
Signature: 	Date: 11/17/2014	
	Updated:	

RETURN TO:

CITY SECRETARY'S OFFICE

101 N. College St.

P. O. Box 1329

Killeen, Texas 76540

Telephone: 254-501-7717 Fax: 254-634-8399
dbarker@killeentexas.gov



BOARD, COMMISSION, or COMMITTEE CANDIDATE Application

Board/Commission/Committee (you may list more than one) Choose an item Any + All open Choose an item Choose an item boards + commission Choose an item	Your Name Sean Payton		
	Home Phone 254-423-5341		
Home Address 610 Aries Ave Killeen, Tx 76542	Cell Phone: 254-423-5341		
	E-Mail dream4music@gmail.com		
Business Address	Business Phone		
	Occupation US Army Ret		
Arts Commission applicants - Check the position(s) that most closely match your areas of special knowledge and experience: <input type="checkbox"/> Dance/Drama/Writing <input type="checkbox"/> Educator/Arts <input type="checkbox"/> Folk Art/Painting/Sculpture <input type="checkbox"/> Instrumental/Vocal Music <input type="checkbox"/> Member-at-Large	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; vertical-align: top;"> Resident of Killeen <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes: 12 Years </td> <td style="width: 50%; vertical-align: top;"> Are you related to the Mayor, any member of the City Council or City Manager? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes, Explain _____ </td> </tr> </table>	Resident of Killeen <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes: 12 Years	Are you related to the Mayor, any member of the City Council or City Manager? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes, Explain _____
Resident of Killeen <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes: 12 Years	Are you related to the Mayor, any member of the City Council or City Manager? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes, Explain _____		
Special knowledge, experience, or interest applicable to function on board, commission, or committee:			
Other information (civic activities, etc.) Pastor of local church I am willing to serve where needed			
List other boards, commissions, or committees (if any) on which you have served or are now serving, including the dates of service. Senior Citizen Advisory Board			
Signature: 	Date: 23 Aug 16		
	Updated:		

RETURN TO:

CITY SECRETARY'S OFFICE

101 N. College St.
P. O. Box 1329

Killeen, Texas 76540

Telephone: 254-501-7717 Fax: 254-634-8399
dbarker@killeentexas.gov

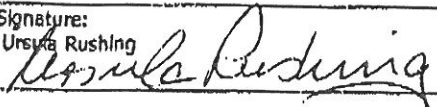




LM
yes ✓

BOARD, COMMISSION, or COMMITTEE CANDIDATE Application

Board/Commission/Committee (you may list more than one) 1. Planning and Zoning Commission 2. Killeen Volunteer Inc.	Your Name Ursula Rushing Home Phone 254-634-1714	
Home Address 1807 Crestridge Drive, Killeen, TX 76549	Cell Phone: 254-289-1292 E-Mail rushingu@hotmail.com	
Business Address	Business Phone Occupation Retired	
Arts Commission applicants - Check the position(s) that most closely match your areas of special knowledge and experience: <input type="checkbox"/> Dance/Drama/Writing <input type="checkbox"/> Educator/Arts <input type="checkbox"/> Folk Art/Painting/Sculpture <input type="checkbox"/> Instrumental/Vocal Music <input type="checkbox"/> Member-at-Large	Resident of Killeen <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes: <u>44</u> Years	Are you related to the Mayor, any member of the City Council or City Manager? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes, Explain
Special knowledge, experience, or interest applicable to function on board, commission, or committee: 1. While Housing Manager for the Ft. Hood Housing Office (1986-2002) Stated as Intern in 1986 (3yrs) trained in all areas of Property Management, Planning and Renovation. I was responsible for managing the assignment of all 15600 on-post housing. I also worked off-post housing Tenant Landlord complaints, conducted housing inspections, reviewed contracts, developed housing policies and resolved Tenant/Landlord complaints. I was an active participant during the Governments negotiation team to privatize on-post housing (2001-2002) I was a member and represented Fort Hood Housing at the Central Texas Apartment Association. 2. As Office Manager for the Central Texas Veterans Cemetery, I trained and was responsible for all Volunteers who interacted with Families and Veterans. Since Retiring, I am Volunteering with various Agencies such as Area Agency on Aging (Ombudsman), As Member of the Killeen Exchange Club, I mentored the Killeen High School Excel Club and trained Students on the importance of being Involved with the Community so they can become future Civic Leaders.		

<p>Other Information (civic activities, etc.)</p> <ul style="list-style-type: none">* Secretary (2015-16) and President-elect for the Temple-Belton Exchange Club (2016-2017) previous member of the Killeen Exchange Club 2012-2015* Secretary for the Texas District Exchange Clubs 2015-now and a member of the National Exchange Club 2012-current* Co-Chair for the Bell County Crime Stoppers, 2014-2017* President of the Killeen Citizens Police Academy Alumni 2013-Dec. 2017* Secretary for the Ride for a Child (Child Abuse Prevention) 2014-15* Certified Ombudsman for Area Agency on Aging -2013-current. Monitor and assist Residents in 2 Nursing Homes in Temple to ensure their rights are not violated.* Business Manager for the Central Texas Ice Hockey Team 2005-2006	
<p>List other boards, commissions, or committees (if any) on which you have served or are now serving, including the dates of service.</p> <p>Civil Service Commission (late 2000-not sure of exact date) Zoning Board of Adjustments (2014-now)</p>	
<p>Signature: Ursula Rushing</p> 	<p>Date: 25 April 2016</p>
	<p>Updated:</p>

RETURN TO:**CITY SECRETARY'S OFFICE**

101 N. College St.

P. O. Box 1329

Killeen, Texas 76540

Telephone: 254-501-7717 Fax: 254-634-8399
dbarker@killeentexas.gov



CITY OF KILLEEN

BOARD, COMMISSION, or COMMITTEE CANDIDATE Application

Board/Commission/Committee (you may list more than one) CDAC (Community Development Advisory Committee Planning & Zoning Commission KEDC (Killeen Economic Development Corp) KVI, Inc. (Killeen Volunteers)	Your Name Luvina Sabree	
	Home Phone 254-628-1134	
Home Address 3803 Barbed Wire Dr. Killeen, TX 76549	Cell Phone: 254-466-2355	
	E-Mail sonaturalmarket@earthlink.net	
Business Address 706 Edwards Dr., Suite G Harker Heights, TX 76548	Business Phone 254-245-8571	
	Occupation business owner	
Arts Commission applicants - Check the position(s) that most closely match your areas of special knowledge and experience: <input type="checkbox"/> Dance/Drama/Writing <input type="checkbox"/> Educator/Arts <input type="checkbox"/> Folk Art/Painting/Sculpture <input type="checkbox"/> Instrumental/Vocal Music <input type="checkbox"/> Member-at-Large	Resident of Killeen <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes: <u>9</u> Years	Are you related to the Mayor, any member of the City Council or City Manager? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes, Explain _____
	Special knowledge, experience, or interest applicable to function on board, commission, or committee: Very proficient at following rules and a avid reader.	
Other information (civic activities, etc.) Volunteered as a nurse at the Killeen Free Clinic. Volunteered at the Killeen Food Care Center.		
List other boards, commissions, or committees (if any) on which you have served or are now serving, including the dates of service. NA		
Signature: <i>Luvina Sabree</i>	Date: 14 July 16	
	Updated:	

RETURN TO:

CITY SECRETARY'S OFFICE

101 N. College St.

P. O. Box 1329

Killeen, Texas 76540

Telephone: 254-501-7717 Fax: 254-634-8399
dbarker@killeentexas.gov

RETURN TO: City Secretary's Office, 101 N. College St., PO Box 1329, Killeen, TX. 76540; Telephone: 501-7717; Fax: 634-8399; dbarker@killeentexas.gov



yes

CITY OF KILLEEN BOARD, COMMISSION, OR COMMITTEE CANDIDATE Application

Board/Commission/Committee you wish to serve on (you may list more than one)



- | | |
|---|---|
| <input type="checkbox"/> Animal Advisory Board | <input type="checkbox"/> Airport Hazard Adjustments |
| <input checked="" type="checkbox"/> Arts Commission** | <input type="checkbox"/> BOA - Fire Prevention |
| <input type="checkbox"/> BOA - Construction Board | <input type="checkbox"/> BOA - Zoning |
| <input type="checkbox"/> Civilian Employee Review Board | <input checked="" type="checkbox"/> CDAC (Community Development Advisory) |
| <input type="checkbox"/> Heritage Preservation Board | <input type="checkbox"/> KVI (Killeen Volunteers Inc.) |
| <input type="checkbox"/> Killeen Sister Cities | <input checked="" type="checkbox"/> EDC (Economic Development Corp) |
| <input checked="" type="checkbox"/> Housing Authority | <input type="checkbox"/> P&Z (Planning & Zoning Commission) |
| <input type="checkbox"/> Tree Advisory | <input type="checkbox"/> TIRZ (Tax Increment Reinvestment Zone) |
| <input checked="" type="checkbox"/> Senior Citizen Advisory | |

Your Name: _____



Ms. Monika Spilman
695 Tally Ho Rd.
Killeen, TX 76542

Home Address: _____

Mailing Address: _____

Contact Phone #: 254-634-6725 Alternate #: _____

E-mail: _____

Occupation: _____

Resident of Killeen? ☒ Yes, 30 years; ☐ No

Are you related to the Mayor, any member of the City Council or City Manager? ☐ Yes ☒ No
If yes, explain: _____

Special knowledge, experience, or interest applicable to function on board, commission, or committee:

See Attachment

Other information (civic activities, etc.):

See Attachment

List other boards, commissions, or committees, if any, on which you have served or are now serving, including the dates of service.

See Attachment

Signature

Monika Spilman

Date

May 27 - 2015

MONIKA SPILMAN

P.O. Box 83X • Killeen, TX 76542 • Tel. (817)634-2388

OBJECTIVE

Position in public or community relations, especially in event and/or program planning where project management, volunteer coordination, development and knowledge of community resources would be useful.

APPLICABLE EXPERIENCE

AMBASSADOR

Chamber of Commerce

1980-89

Killeen and Copperas Cove, Texas

While serving as an ambassador for the Chamber of Commerce, I organized events such as monthly mixers and membership drives. I volunteered whenever called upon to recruit new businesses for membership and introduced newcomers to the community of Killeen and Copperas Cove. Serving in this position for nine years, I earned valuable experience in customer relations and publicity management, as well as organization of a variety of functions geared toward improving business/community relations. I also served as a board member for the Copperas Cove Chamber of Commerce.

Member of Military Affairs Committee

Military Affairs Committee

1980-89

Fort Hood, Texas

As a member of the Military Affairs Committee, I represented the community of Killeen to the soldiers of Fort Hood. In this capacity, I organized a variety of functions to welcome or farewell the Military Leadership of Fort Hood. Furthermore, I often had the opportunity to organize events for visiting government dignitaries. I served as the first female committee member amongst an established membership, and I welcomed the opportunity to serve my community and improve the relations between Killeen and Fort Hood.

Interior Decorator

Allison Designs

1983-89

Dallas, Texas

Working for a Dallas based Architect, I decorated model homes and assisted home buyers in selecting wall paper, floor covering etc.

EDUCATION

LEGAL ASSISTANT

BERUFSFACHSCHULE (Business School)

1964-67

Nuernberg, Germany

Completed Vocational Training with a local attorney as a Legal Assistant and worked in an attorneys office until I emigrated to the United States in 1968

SKILLS

- Fluent in English and German
- 20 years sales experience with Avon Cosmetics
- 3 years sales and management experience with Mary Kay cosmetics
- Good People and Customer Service Skills
- Valuable Knowledge of the local community

REFERENCES

- Available upon request



CITY OF KILLEEN
OFFICE OF THE MAYOR

101 North College, Killeen, TX 76541
Telephone: 254.501.7700
Fax: 254.501.7639
www.ci.killeen.tx.us

October 16, 2003

Monika Spilman
Route 2, Box 83X
Killeen, Texas 76542

Subject: Community Development Advisory Committee

Dear Ms Spilman:

You have recently been reappointed by the Killeen City Council to serve as a member of the above committee. The term of this appointment is through September 30, 2005.

Thank you for your continued participation in this important community service. Service on the City's boards and commissions is vital to an aware and responsive local government.

Again, thank you for your willingness to serve.

Sincerely yours,

Maureen J. Jouett
Mayor

cc: Leslie Hinkle
Director of Community Development



CITY OF KILLEEN
OFFICE OF THE MAYOR

101 North College, Killeen, TX 76541
Telephone: 254.501.7700
Fax: 254.634.8399
www.ci.killeen.tx.us

January 31, 2003

Monika Spilman
Route 2, Box 83X
Killeen, Texas 76542

SUBJECT: Community Development Advisory Committee

Dear Ms Spilman:

You have recently been appointed by the Killeen City Council to serve as a member of the above committee. The term of this appointment is through September 30, 2003.

Thank you for your participation in this important community service. Service on the City's boards and commissions is vital to an aware and responsive local government.

Again, thank you for your willingness to serve.

Sincerely yours,

Maureen J. Jouett
Mayor

Enclosure: Public Access Form
Copy to: Leslie Hinkle
Director of Community Development



City of Killeen

Legislation Details

File #:	RS-17-026	Version:	1	Name:	Election Contract with KISD
Type:	Resolution	Status:		Status:	Resolutions
File created:	2/22/2017	In control:		In control:	City Council
On agenda:	3/14/2017	Final action:		Final action:	
Title:	Consider a memorandum/resolution to hold a Joint General Election with Killeen Independent School District.				
Sponsors:	City Secretary				
Indexes:					
Code sections:					
Attachments:	Council Memorandum Contract				

Date	Ver.	Action By	Action	Result
3/7/2017	1	City Council Workshop		

CITY COUNCIL MEMORANDUM

AGENDA ITEM

Hold a Joint General Election with Killeen Independent School District (KISD)

ORIGINATING DEPARTMENT

City Secretary/City Attorney

BACKGROUND INFORMATION

On May 6, 2017, the City of Killeen will conduct a general election for the offices of Council Member for District 1, 2, 3, & 4. On the same day, the Killeen Independent School District (KISD) will conduct its general election. These agreements cover early voting and Election Day cost sharing and obligations.

DISCUSSION/CONCLUSION

State law authorizes political subdivisions, which may be conducting elections on the same day, to contract for joint voting. This will allow the voters the opportunity to vote in both the school and City elections at one location for early voting and Election Day. In order to effect this, the law requires the governing bodies of each political subdivision to enter into an agreement.

The "Contract for Election Services - Early Voting" provides for early voting conducted by the City Secretary on behalf of both entities. KISD will reimburse the City for its one-half (1/2) share of the personnel costs associated with conducting the early voting. Early voting for the City will also occur at KISD Administration Building, and the City will reimburse KISD for one-half of the early voting clerk at that location. Should KISD not be required to conduct an election, Killeen will bear the entire cost of the early voting. The "Contract for Election Services - Election Day" also provides the City Secretary will conduct the election on behalf of both entities, and KISD will reimburse the City for one-half of personnel and associated costs. Again, an entity not required to hold an election shall not be required to participate in costs.

FISCAL IMPACT

The costs of personnel, election equipment and miscellaneous supplies will be reduced by approximately half.

RECOMMENDATION

That the City Manager be authorized to execute the attached Contracts for Election Services, one for Early Voting and one for Election Day on behalf of the City of Killeen, Texas.

THE STATE OF TEXAS §
 § CONTRACT FOR ELECTION SERVICES - **Early Voting**
COUNTY OF BELL §

THIS CONTRACT made this 14 day of March 2017, by and between the City of Killeen, hereinafter called "Killeen," and the Killeen Independent School District, hereinafter called "KISD," pursuant to V.A.T.S., Election Code, Sec. 271.002 and Sec. 271.006, witnesseth:

1. **INTENT.** The parties have determined that it is in the public interest of the inhabitants of Killeen that this contract be made and entered into for the purpose of voter convenience and public economy in connection with the May 6, 2017, election. Each entity shall provide its own ballots.

2. **CONTRACTING OFFICERS.** The Contracting Officer for KISD is the Board of Trustees Secretary and is in charge of election duties. The Contracting Officer for Killeen is the City Secretary.

3. **DUTIES AND SERVICES OF CONTRACTING OFFICERS.** Killeen's Contracting Officer shall procure the personnel as required to conduct early voting at the Main Early Voting location and the two temporary branch early voting locations. In addition, KISD's contracting officer shall procure the personnel as required to conduct early voting at the administration office.

The order of election and notice of election includes the locations of early voting, and Killeen agrees to support KISD in early voting at the Killeen Community Center, Lions Club Senior Center, and City Hall. Killeen will be responsible for the ordering of voter registration lists for early voting within the city limits of Killeen. KISD shall be responsible for ordering voter registration lists for precincts located wholly outside of the Killeen city limits and have responsibility for staffing and operation of early voting at a location to be determined by KISD.

4. **DUTIES AND SERVICES OF KILLEEN:**

- A. Qualify voters.
- B. Maintain poll list for early voting by personal appearance.
- C. Maintain signature roster for early voting by personal appearance.
- D. Provide copies of any documents as requested by KISD.

5. **COST OF SERVICE.** KISD shall compensate Killeen for one-half of any personnel expenses necessitated as a result of this agreement and mutually agreed upon by the parties. Said costs shall not exceed the maximum allowable personnel costs for election officials. KISD shall compensate Killeen one-half of any additional actual costs incurred by Killeen as a result of this agreement and mutually agreed upon in advance by the parties. Killeen shall compensate KISD for one-half of any personnel expenses necessitated as a result of this agreement and mutually agreed upon by the parties.

Individual parties to this contract shall obtain preclearance authorization from the United States Department of Justice necessitated by any change of condition applying to that party that requires preclearance.

6. **TERMINATION.** In the event that all positions in the KISD or Killeen election are uncontested and no proposition is presented for vote, that party shall have the right to withdraw from and terminate this agreement by notification of other party in writing. In that event, that party would not share in any cost of election operations, except fees accrued and expenses incurred prior to receipt of a written notice of termination by the party incurring such fees or expenses.

7. **GENERAL CONDITIONS.** Nothing contained in this contract shall authorize or permit a change (1) in the officer with whom or the place at which any document or record relating to the election is to be filed, or (2) in the place at which any function of the canvass of the election return is made.

EXECUTED in multiple originals as of the 14 day of March 2017.

CITY OF KILLEEN

By _____
Ronald L. Olson, City Manager

ATTEST:

Dianna Barker, City Secretary

KILLEEN INDEPENDENT SCHOOL DISTRICT

By _____
Terry Delano, Board President

ATTEST:

Minerva Trujillo, Board Secretary

THE STATE OF TEXAS §
 § CONTRACT FOR ELECTION SERVICES - **Election Day**
COUNTY OF BELL §

THIS CONTRACT made this 14 day of March 2017, by and between the City of Killeen, hereinafter called "Killeen," and the Killeen Independent School District, hereinafter called "KISD," pursuant to V.A.T.S., Election Code, Sec. 271.002 and Sec. 271.006, witnesseth:

1. **INTENT.** The parties have determined that it is in the public interest of the inhabitants of Killeen that this contract be made and entered into for the purpose of voter convenience and public economy in connection with the May 6, 2017, election. Each entity shall provide its own ballots.

2. **CONTRACTING OFFICERS.** The Contracting Officer for KISD is the Board of Trustees Secretary and is in charge of election duties. The Contracting Officer for Killeen is the City Secretary.

3. **DUTIES AND SERVICES OF CONTRACTING OFFICERS.** For voters living within the city limits, Killeen's Contracting Officer shall procure and prepare the lists of registered voters, ballots, voting equipment, and personnel as required to conduct Election Day voting.

The order of election and notice of election includes the precinct locations of voting on Election Day, and Killeen agrees to support KISD in such voting. Killeen will be responsible for acquiring the election equipment from a company certified by the State of Texas. KISD shall be responsible for ordering voter registration lists and equipment for precincts located wholly outside the Killeen city limits and have responsibility for the staffing and operation of those precincts.

The thirteen city precincts and locations (subject to availability) are as follows:

Precinct #106 – Fire Station #1
Precinct #109 – St. Joseph's Catholic Church
Precinct #203/208/209/210 – Cedar Valley Elementary School
Precinct #201/204 – Fire Station #3
Precinct #205 – Jackson Professional Learning Center
Precinct #206/402/409 – Lions Club Park Senior Center
Precinct #207 – Copper Mountain Branch Library
Precinct #404 – Fire Station #7
Precinct #405 – Robert M. Shoemaker High School
Precinct #406 – Central Fire Station
Precinct #401/412/413 – Fowler Elementary School
Precinct #408 – Fire Station #5
Precinct #410 – Fire Department Support Facility

4. **DUTIES AND SERVICES OF KILLEEN:**

A. Qualify voters.

- B. Maintain poll list of voters.
- C. Maintain signature roster of voters.
- D. Provide copies of any documents as requested by KISD.

5. **COST OF SERVICE.** KISD shall compensate Killeen for one-half of any personnel expenses necessitated as a result of this agreement and mutually agreed upon by the parties. Said costs shall not exceed the maximum allowable personnel costs for election officials. KISD shall compensate Killeen one-half of any additional actual costs incurred by Killeen as a result of this agreement and mutually agreed upon in advance by the parties.

6. **TERMINATION.** In the event that all positions in the KISD or Killeen election are uncontested and no proposition is presented for vote, that party shall have the right to withdraw from and terminate this agreement by notification to the other party in writing. In that event, that party would not share in any cost of election operations, except fees accrued and expenses incurred prior to receipt of a written notice of termination by the party incurring such fees or expenses.

7. **GENERAL CONDITIONS.** Nothing contained in this contract shall authorize or permit a change (1) in the officer with whom or the place at which any document or record relating to the election is to be filed, or (2) in the place at which any function of the canvass of the election return is made.

EXECUTED in multiple originals as of the 14 day of March 2017.

CITY OF KILLEEN

By _____
Ronald L. Olson, City Manager

ATTEST:

Dianna Barker, City Secretary

KILLEEN INDEPENDENT SCHOOL DISTRICT

By _____
Terry Delano, Board President

ATTEST:

Minerva Trujillo, Board Secretary



City of Killeen

Legislation Details

File #: RS-17-027 **Version:** 1 **Name:** Impact Fees
Type: Resolution **Status:** Resolutions
File created: 3/1/2017 **In control:** City Council
On agenda: 3/14/2017 **Final action:**
Title: Consider a memorandum/resolution directing staff to halt the process of implementing impact fees for water, wastewater, and roadway facilities.
Sponsors: Public Works Department
Indexes:
Code sections:
Attachments: [Council Memorandum](#)

Date	Ver.	Action By	Action	Result
3/7/2017	1	City Council Workshop		

CITY COUNCIL MEMORANDUM

AGENDA ITEM

Direct staff to halt the process of implementing impact fees for water, wastewater, and roadway facilities.

ORIGINATING DEPARTMENT

Public Works

BACKGROUND INFORMATION

On August 16, 2016, via resolution 16-094R, the City Council directed staff to undertake and complete the impact fee implementation process, to include authorizing the City Manager to execute a professional services agreement with Kimley-Horn to facilitate the process.

DISCUSSION/CONCLUSION

On February 21, 2017, staff briefed the City Council on the status of the process, provided a proposed timeline for the adoption and effective date of an impact fee, and sought guidance regarding the creation of the statutorily-mandated Capital Improvements Advisory Committee. At the conclusion of the briefing, Council's consensus was not to proceed with the implementation of impact fees.

FISCAL IMPACT

By halting the impact fee process, the City will immediately save \$28,975, which is the cost to re-engage the services of Kimley-Horn to complete the impact fee process. In the long term, the City will lose the value of the fees that would have been assessed against, and collected from, new development in the city limits and ETJ. Initial recoverable costs over a 10-year period from the implementation of impact fees are estimated to be \$27,500,000 for roadway infrastructure and \$13,000,000 for water and wastewater infrastructure.

RECOMMENDATION

That the City Council formalize its February 21, 2017 consensus to direct staff to halt the implementation process for Impact Fees.



City of Killeen

Legislation Details

File #: RS-17-028 **Version:** 1 **Name:** Audit Services
Type: Resolution **Status:** Resolutions
File created: 3/1/2017 **In control:** City Council
On agenda: 3/14/2017 **Final action:**
Title: Consider a memorandum/resolution approving a professional services agreement with McConnell & Jones, LLP for audit services.
Sponsors: City Attorney Department, City Auditor
Indexes:
Code sections:

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

Date	Ver.	Action By	Action	Result
3/7/2017	1	City Council Workshop		

CITY COUNCIL MEMORANDUM

AGENDA ITEM

Approve a professional services agreement with McConnell & Jones, LLP for audit services.

ORIGINATING DEPARTMENT

City Auditor/City Attorney

BACKGROUND INFORMATION

On October 9, 2016, the City began advertising a Request for Qualifications ("RFQ"), in which the City sought responses from qualified firms of certified public accountants interested in examining the City's administrative and internal controls for the fiscal years 2006 to 2015. On November 4, 2016, the City received and opened responses from eleven firms. A committee consisting of Councilmembers Kilpatrick, Fleming and Young, Dr. Jim Anderson, Richard Banta, David Cole, Kathy Harkin, Gregory Hughes and Butch Menking evaluated all eleven responses and presented its findings to the City Council on November 15, 2016. At that meeting, the City Council selected the top three most highly qualified firms to interview. On November 22, 2016, the Council interviewed representatives from the three selected firms, identified McConnell & Jones, LLP as the most qualified audit firm, and instructed the Audit Advisory Committee (Councilmembers Kilpatrick, Fleming and Young) and staff to enter into negotiations with that firm.

In early December, the Audit Advisory Committee began working to finalize the scope of the audit work, and briefed the City Council on its progress on December 6, 2016. At that meeting, the Committee requested that each councilmember provide the committee with three significant issues that should be investigated by the audit firm. Through a series of six meetings, the Committee continued to work with staff and the audit firm on refining the scope of the audit, taking into account each of the council and citizen-identified significant issues. During that same time frame, the City Council discussed the issues and gave guidance to the Committee and staff in three separate workshop meetings.

DISCUSSION/CONCLUSION

On February 28, 2016, the Committee briefed the City Council on the refined scope of work, which included the significant issues identified by councilmembers and citizens. The categories of analysis are as follows:

1. Capital Outlays (FY 2006 through FY 2016)
2. Use of Bond Money (FY 2002 through FY 2017)
3. Inter-Fund Transfers (FY 2010-2016)
4. Pay Increases (FY 2014-2017)
5. City/Owner Agreements (FY 2002-2016)
6. Private Roadway Ownership (FY 2002-2016)
7. Spending During Post-Recall Period (November 2011 through May 2012)

The firm intends to begin work the week after the Professional Services Agreement is approved by the City Council, and the work will require approximately four months to complete. McConnell & Jones, LLP will provide a mid-audit briefing and a comprehensive final report.

FISCAL IMPACT

The fee to complete the audit, inclusive of all necessary travel, is \$394,456. Funding for the audit will be made available through a subsequent budget amendment.

RECOMMENDATION

That the City Council approve the attached Professional Services Agreement for Audit Services with McConnell Jones in the amount of \$394,456, and authorize the City Manager to execute such agreement, along with any and all change orders within the amount established by state and local law.

CONTRACT FOR AUDIT SERVICES

THIS CONTRACT is between the City of Killeen (City), a Home Rule City organized under the existing laws of the State of Texas, and McConnell and Jones (Contractor), a CPA, auditing, and advisory firm doing business at 4828 Loop Central, Suite 1000, Houston, Texas, 77081, who agree as follows:

1. SCOPE OF SERVICES

Contractor agrees to perform all services described in Exhibit A, in accordance with its stated terms and conditions. Exhibit A is attached to and made a part of this Contract.

2. PAYMENT

For services referred to in Section 1, City will pay Contractor a total amount not to exceed **\$394,456**. City shall make payments to Contractor in accordance with the provisions described in Exhibit B, which is attached to and made a part of this Contract.

3. TERM

This Contract shall begin on _____, 2017 and continue until the performance promised by Contractor is complete.

4. TERMINATION OF CONTRACT

- a. Termination without cause. City may terminate this Contract at its convenience, effective upon Contractor's receipt of written notice declaring the same and Contractor shall be compensated for all work completed at that time in accordance with this Contract.
- b. Termination for cause. Either party may terminate this Contract for cause upon thirty (30) calendar days' written notice, provided such cause cannot be reasonably cured within such thirty (30) day period.

5. NOTICE

All notices or other communications that are required under this contract must be given by registered or certified mail and are complete on the date mailed, when addressed to the parties at the following addresses:

For purposes of this Contract, all notices to City shall be addressed as follows:

City Manager
City of Killeen
P.O. Box 1329
Killeen, Texas 76540

For the purposes of this Contract, all notices to Contractor shall be addressed as follows:

Odysseus Lanier, CPA
4828 Loop Central Drive, Suite 1000
Houston, Texas 77081

6. FORCE MAJEURE

Contractor shall not be held responsible for delay or default caused by fire, riot, acts of God or war, if the event is beyond the Contractor's reasonable control and the Contractor gives notice to the City immediately upon occurrence of the event causing the delay or default, or which is reasonably expected to cause a delay or default.

7. MERGER AND MODIFICATION

This Contract constitutes the entire agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specified within this contract. This contract may not be waived, altered, modified, supplemented, or amended, in any manner, except by written agreement signed by both parties.

8. SURVIVAL

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

9. INSURANCE

- a. Contractor shall maintain at all times during the performance of the Contract a General Liability insurance policy with a minimum occurrence coverage in the amount of \$1,000,000 (bodily injury and property damage); an

Automobile Liability insurance policy in the minimum amount of \$500,000 (combined bodily injury and property damage); and if any licensed professional performs services under this contract, a professional liability insurance policy in the minimum amount of \$1,000,000 to cover any claims arising out of Contractor's performance of services under this Contract. All insurance, except professional liability, shall name the City, its officers, agents, volunteers and employees as additional insureds and shall provide primary coverage with respect to City.

- b. If Contractor employs any person, it shall carry workers' compensation and employer's liability insurance and shall provide a certificate of insurance to the City. The workers' compensation insurance shall: (1) provide that the insurance carrier shall not cancel, terminate, or otherwise modify the terms and conditions of said insurance except upon thirty (30) days written notice to the City's Purchasing Manager; (2) provide a waiver for any right of subrogation against City to the extent permitted by law; and (3) shall be approved as to form and sufficiency by the Contract Administrator.

10. CONFORMITY WITH LAW AND SAFETY

Contractor shall observe and comply with all applicable laws, ordinances, codes and regulations or governmental agencies, including federal, state, municipal and local governing bodies having jurisdiction over any or all of the scope of services, including all provisions of the Occupational Safety and Health Act of 1979 as amended, all Texas Occupational Safety and Health Regulations, and all other applicable federal, state, municipal and local safety regulations. All services performed by Contractor must be in accordance with these laws, ordinances, codes and regulations.

11. GOVERNING LAW AND VENUE

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

12. SPOILIATION—NOTICE OF POTENTIAL CLAIMS

Contractor shall promptly notify City of all potential claims that arise from or result from this contract. Contractor shall also take all reasonable steps to preserve all physical evidence and information that may be relevant to the circumstances surrounding a potential claim, and grants to the City the opportunity to review and inspect the evidence.

13. INDEMNITY

The City and Contractor each agree to assume its own liability for any claims of any nature, including all costs, expenses, and attorneys' fees that may in any manner result from or arise out of this agreement.

14. ALTERNATIVE DISPUTE RESOLUTION

The City does not agree to any form of binding arbitration, mediation, or other forms of mandatory alternative dispute resolution. The parties have the right to legal action to enforce available remedies.

15. CONFIDENTIALITY

Contractor agrees not to use or disclose any information it receives from the City under this contract that the City has previously identified as confidential or exempt from mandatory public disclosure, except as necessary to carry out the purposes of this contract or as authorized in advance by the City. The City agrees not to disclose any information it receives from Contractor that the Contractor has previously identified as confidential and which the City determines in its sole discretion is protected from mandatory public disclosure. The duty of City and Contractor to maintain confidentiality of information under this section continues beyond the term of this contract, including any extensions or renewals.

16. INDEPENDENT CONTRACTOR

Contractor shall perform as an independent contractor under this contract and not as an employee of the City for any purpose, including but not limited to the application of the Social Security Act, the Fair Labor Standards Act, and the Federal Insurance Contribution Act. Contractor will retain sole and absolute discretion in the manner and means of carrying out the Contractor's activities and responsibilities under this contract, except to the extent specified in this contract.

17. SEVERABILITY

If any part of this Contract or the application thereof is declared invalid for any reason, such invalidity shall not affect the other provisions of this Contract which can be given effect without the invalid provision or application, and to this end the provisions of this Contract are declared to be severable.

18. WAIVER

Failure of City to insist on strict performance shall not constitute a waiver of any of the provisions of this Contract or a waiver of any other default of Contractor.

SIGNED, ACCEPTED AND AGREED TO this _____ day of _____, 2017 by the undersigned parties who acknowledge that they have read and understand this Contract hereby execute this legal document voluntarily and of their own free will.

City

Contractor

Ron Olson, City Manager

Odysseus M. Lanier, Partner

City of Killeen

McConnell and Jones, LLP

SCOPE OF SERVICES

- A. Conduct a thorough risk-based analysis of the following areas, within the scope periods delineated, to determine if fraud, and/or gross management exists, and quantify, if applicable, the City's financial losses relative to incidents identified.
1. Capital Outlays (Scope Period FY 2006 – FY 2016): Conduct an analysis of the City's significant capital projects during the period FY 2006 through FY 2016 to determine if fraud and/or gross mismanagement exist, and determine the following:
 - a) What were the reasons for the dramatic increase in spending?
 - b) How were these capital projects financed (e.g., bond issuance, federal/state grants, general fund reserves)?
 - c) Were there significant cost overruns (change orders due to renovations, etc.)?
 2. Use of Bond Money (Scope Period FY 2002 – FY 2017): Review the City's major bond issuances from FY 2002 to present to determine the following:
 - a) Were bond funds spent legally and for the purpose for which the bonds were approved? (e.g., were idle funds used for other purposes)
 - b) Were funds remaining after project completion, if any, used appropriately and legally?
 3. Inter-Fund Transfers (Scope Period FY 2002 – FY 2017): Review the significant transfer of funds between the enterprise and special revenue funds and the general fund to determine the following:
 - a) Were the transfers from restricted funds allowable and legal?
 - b) Were the transfers authorized, and
 - c) Are the city's policies governing inter-fund transfers adequate to prevent the misuse or misallocation of restricted funds?
 4. Pay Increases: Review the City's fiscal planning for the short-term funding and long-term impact of the 3 percent City-wide cost of living adjustment (COLA) and the 8 percent salary increase for civil service positions implemented in June 2014 and October 2014, respectively.
 5. Analyze City/Owner Agreements (Scope Period FY 2002 – FY 2016): Review the City's City/Owner agreements to determine if the City's participation is in keeping with best practices.

6. Private roadway ownership (Scope Period FY 2002 – FY 2016): Review city participation, if any, in private road way maintenance/improvement: Compare the City's private roadway ownership and city participation to best practices to assess the overall efficiency of the City's arrangements.
 7. Spending during post Recall period (Scope Period November 2011 – May 2012): Review significant expenditures during the six-month period without a fully seated Council to determine the following:
 - a) Did Council ratify expenditures, as required?
 - b) Is there any evidence of fraud or abuse of funds during the period?
- B. The Contractor will provide a mid-Audit briefing to the City's Audit Advisory Committee on the status of the audit approximately 8 weeks from the start date.
- C. The Contractor will provide to the City Council a written report, in accordance with GAGAS reporting standards detailing the findings and recommendations resulting from the management audit.

EXHIBIT B

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2017-174229

Date Filed:
03/03/2017

Date Acknowledged:

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

McConnell & Jones LLP
Houston, TX United States

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

City of Killeen

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

RFQ 17-04
Forensic Auditing and Consulting Services

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

5 Check only if there is NO Interested Party.



6 AFFIDAVIT

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



Odysseus Lanier
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Odysseus Lanier, this the 3rd day of March, 20 17, to certify which, witness my hand and seal of office.

Evelyn Hatter
Signature of officer administering oath

Evelyn Hatter
Printed name of officer administering oath

Notary
Title of officer administering oath



City of Killeen

Legislation Details

File #:	RS-17-029	Version:	1	Name:	Delay effective date of Ordinance No. 16-064
Type:	Resolution	Status:		Status:	Resolutions
File created:	3/8/2017	In control:		In control:	City Council Workshop
On agenda:	3/14/2017	Final action:		Final action:	
Title:	Consider a memorandum/resolution to delay effective date of Ordinance Number 16,064 until May 31, 2017				
Sponsors:	City Attorney Department, Public Works Department				
Indexes:					
Code sections:					
Attachments:	Council Memorandum Council Memorandum & Ordinance 16-064				

Date	Ver.	Action By	Action	Result
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CITY COUNCIL MEMORANDUM

AGENDA ITEM

Delay the effective date of Ordinance 16-064, Establishing Water Meter and Tap Fees, until May 31, 2017

ORIGINATING DEPARTMENT

Public Works/City Attorney

BACKGROUND INFORMATION

On December 13, 2016 the City Council adopted Ordinance 16-064, which placed the responsibility for installation of new city water services on developers and increased the fee for the installation of water meters that are installed by city staff. The effective date of the ordinance is March 23, 2017. See attached CCM/O for Ordinance 16-064 for more detailed background information.

DISCUSSION/CONCLUSION

During the March 7, 2017 workshop, concerns were raised regarding the application of the new policy and fee structure to lots that were already under development at the time the ordinance goes into effect. The City Council reached a consensus to delay the effective date of the ordinance to give the City Manager the opportunity to fully study the issue.

FISCAL IMPACT

Based upon the historical average of 1,000 taps per year, the current policy creates an annual loss of \$184,000 per year. Delaying the effective date of the new policy and fee structure will delay the recovery of that loss.

RECOMMENDATION

If City Council wishes to delay the effective date of Ordinance 16-064 until May 31, 2017, staff recommends that City Council direct staff to review the ordinance with the development stakeholder committee, take all of their concerns into consideration, and bring back a recommendation prior to May 31, 2017.

AN ORDINANCE AMENDING CHAPTER 30 WATER, SEWERS, AND SEWAGE DISPOSAL, ARTICLE IV, DIVISION 1, OF THE OFFICIAL CODE OF ORDINANCES OF THE CITY OF KILLEEN, TEXAS, PROVIDING FOR REVISIONS TO WATER METER AND TAP FEES; PROVIDING FOR THE REPEAL OF CONFLICTING PROVISIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, the City of Killeen, Texas is a home-rule city acting under its charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code; and,

WHEREAS, water meter and tap fees need to be updated from time to time to account for changes in service and operational costs;

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

SECTION 1: That Chapter 30 of the Code of Ordinances of the City of Killeen is hereby amended to read as follows:

Chapter 30

WATER, SEWERS AND SEWAGE DISPOSAL

ARTICLE IV. RATES AND CHARGES

DIVISION 1. - GENERALLY

Sec. 30-102. - Tap and water meter charges to be paid by applicant.

- (a) *When tap and water meter charges are due-*. The water meter and ~~sewer~~-tap charges shall be paid by the applicant at the time the application is made for a building or finish out permit, whichever occurs first. In addition to the water meter and ~~sewer~~-tap charges, the meter deposit shall be required before a certificate of occupancy is issued. However, no application for water meter installation and/or ~~sewer~~-taps shall be accepted until construction plans have been approved by the department of public works.
- (b) *How water meter and tap charges are assessed-*. Water meter and tap charges shall be assessed per connection, based upon the following classifications:

- (1) Residence: one (1) connection.
- (2) Multifamily: one (1) connection for each living unit.
- (3) Commercial: one (1) connection for each certificate of occupancy issued or meter, whichever is greater.
- (4) Industrial: as authorized by the city council.
- (5) Mobile home park and manufactured home subdivisions: one (1) connection for each one (1) living unit.

(c) *Irrigation meters* . Regardless of the connection classification, irrigation meters are subject only to water ~~metertap~~ fee charges.

Sec. 30-103. - Base charges for water meter, water tap, and sewer taps.

(a) The following base charges shall be made for water meter, water tap and sewer taps:

(1) Water base tapmeter charges when City installs meter and meter box onto existing water service line:

- a. 3/4" tap..... ~~\$350~~200.00
- b. 1" __ tap..... ~~\$477~~250.00
- c. 1-1/2" tap..... ~~\$862~~350.00
- d. 2" __ tap..... ~~\$1,375~~1,400.00
- e. Construction tap, actual cost plus minimum rate of three hundred dollars (\$300.00) per month, with meter serviced by city every four (4) months.

(2) Water meter and tap charge when City installs water service line, meter, and box in an established subdivision:

	<u>Short Service</u>	<u>Long Service</u>
a. 3/4"	<u>\$500.00</u>	<u>\$800.00</u>
b. 1"	<u>\$650.00</u>	<u>\$950.00</u>
c. 1 1/2"	<u>\$1200.00</u>	<u>\$1500.00</u>
d. 2"	<u>\$2500.00</u>	<u>\$2800.00</u>

(3) The minimum size meter installation shall be three-quarters-inch service and three-quarters-inch by five-eighths-inch meter. All meter installation applications for meter and service larger than one (1) inch shall be sized by the water department. City will not install water lines or meters larger than 2". Applications for meters larger than one (1) inch shall be accompanied by information indicating fixtures by number and type to be serviced through each meter for proper meter sizing calculations.

(~~3~~4) All sewer base tap charges shall be three hundred fifty dollars (\$350.00).

(~~5~~4) Base tap charges for industrial establishments shall be determined by resolution of the city council.

(56) All applicants for water and sewer service located outside the city limits shall pay double the water meter and tap charges applicable within the city.

(b) Repealed by Ord. No. 97-13, § II, 2-11-97.

(c) In addition to tap charges, a meter deposit shall be required before certificate of occupancy.

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.

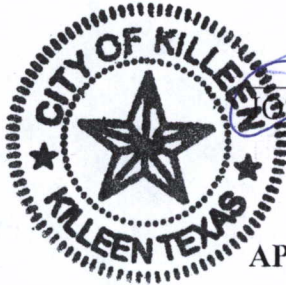
SECTION III. That should any section or part of any section, paragraph or clause of this ordinance be declared invalid or unconstitutional for any reason, it shall not invalidate or impair the validity, force or effect of any other section or sections or part of a section or paragraph of this ordinance.

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 three months after its passage and publication according to law.

PASSED AND APPROVED at a regular meeting of the City Council of the City of Killeen, Texas, this 13 day of December, 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



[Signature]
JOSE L. SEGARRA, MAYOR

ATTEST:

APPROVED AS TO FORM:

[Signature]
Dianna Barker, CITY SECRETARY

[Signature]
Kathryn H. Davis, CITY ATTORNEY

ORD 16-064
Date: _____

CITY COUNCIL MEMORANDUM FOR ORDINANCE

AGENDA ITEM

**ORDINANCE AMENDING CHAPTER 30
PROVIDING FOR REVISIONS TO WATER
METER AND TAP FEES**

ORIGINATING DEPARTMENT

Public Works - Water and Sewer

BACKGROUND INFORMATION

Currently, a water service tap crew installs all the City's water services and meters at a cost to the builder of \$350 per service. Under this current policy, the City is losing \$184,000 per year. No neighboring or benchmark cities install their own water services. In these cities, the developers install the water services while the water line is being installed, and city employees install the water meters when the builder has paid the water meter fee. If a builder requests a water service and meter on a lot in an established neighborhood, the price in Killeen is also \$350 while in other cities the price ranges from \$600 to \$2400.

DISCUSSION/CONCLUSION

After extensive analysis of the City's current water service policy, staff has concluded that the following revisions to this policy are necessary:

1. Developer installs all new water services per City standards.
2. City Public Works inspectors monitor installations.
3. City water crew installs water meter and meter box.
4. Builder pays a \$200 meter connect fee for each service.
5. In established subdivisions, City water crew installs water service and meter after the builder has paid an \$800 fee for a long service or a \$500 fee for a short service 3/4" meter and increased fees for larger meters

The water service policy revisions will mean the following intangible benefits:

1. City water crew will be freed up to achieve TCEQ-mandated monthly flushing of all dead-end mains (TAC 30 Chapter 290.46(I)).
2. City water crew will be freed up to achieve AWWA recommendations for annual fire hydrant maintenance and flow testing (AWWA C502 & M17).
3. Annual fire hydrant inspection and flow testing will support continued high ISO ratings.
4. If developers install water services prior to laying of curb and asphalt, we are less likely to have failures behind the curb.
5. Developers will be responsible when contractors damage services.
6. The City's water service policy will mirror neighboring and benchmark cities.

FISCAL IMPACT

Water meter fees will be revised to reflect the charges in the attached ordinance amendment. These revisions will result in an approximate annual revenue reduction of \$150,000 but will also reduce annual expenses by \$206,000; therefore, the Water and Sewer budget will benefit by a net of \$56,000 per year and the current water service crew will now concentrate their efforts on the maintenance of the existing water infrastructure.

RECOMMENDATION

Staff recommends that City Council approve the amendment of Chapter 30 of the Code of Ordinances providing for revisions to water meter and tap fees, effective three months after its passage and publication according to law.



City of Killeen

Legislation Details

File #: PH-17-011A **Version:** 1 **Name:** Airwalls for Killeen Civic and Conference Center
Type: Resolution/Public Hearing **Status:** Public Hearings
File created: 2/13/2017 **In control:** City Council
On agenda: 3/14/2017 **Final action:**
Title: Consider a memorandum/resolution authorizing a competitive bid process for the purchase and installation of directional panel partitions (air walls) and a digital signage system for the Killeen Civic and Conference Center.
Sponsors: Community Development Department, Killeen Civic and Conference Center
Indexes:
Code sections:
Attachments: [Council Memorandum](#)

Date	Ver.	Action By	Action	Result
3/7/2017	1	City Council Workshop		

CITY COUNCIL MEMORANDUM

AGENDA ITEM

Authorize a competitive bid process for the purchase of directional panel partitions (air walls) and a digital signage system for the Killeen Civic and Conference Center

ORIGINATING DEPARTMENT

COMMUNITY DEVELOPMENT/KILLEEN CIVIC & CONFERENCE CENTER

BACKGROUND INFORMATION

In April 2002, the Killeen Civic and Conference Center opened containing 63,000 square feet with a main ballroom that can be divided into three (3) smaller ballroom spaces, six (6) meeting rooms and a special events room. These rooms have air walls or directional panel partitions that can separate each room, and the rooms can also be joined together to make larger flexible space utilizing the air walls. The air walls also provide for sound and noise reduction, which is a high priority while multiple events take place throughout the facility on a regular basis. Over the past fifteen (15) years, the mechanisms and tracking system on the air walls have failed, causing the air walls to remain in positions that will not accommodate the clients' needs. On several occasions the Killeen Fire Department has been called to use a ladder truck to attempt to reach and allow for repair of the tracking mechanisms that are at the top of the ceiling, as the mechanical tracks range from twenty-three (23) feet in height to twenty-seven (27) feet in height.

Also, there is no indoor signage or wayfinding, other than paper signs on vertical sign boards that are used to identify events per room. Having a digital signage system would greatly enhance the appearance and functionality of the center. The proposed system includes ceiling-mounted digital displays and also interactive media monitors outside of the meeting rooms with software to allow for the digital signage to be changed per room, per event to guide guests and visitors to their particular event located in the center. These digital systems are used in most conference centers and are a benefit to the guests visiting and using the facility.

DISCUSSION/CONCLUSION

In FY15-16, the replacement for the air walls was in the city budget; however, the sound system and the outdoor marquee both ceased operating during that time due to age and replacement parts no longer being manufactured. In order to have sound in the building and an outdoor marquee, those funds were used for installation of a new sound system and a new LED marquee, leaving no funding to replace the existing air walls.

The air walls will be manufactured to the building's size and room specifications. This can take approximately twelve (12) weeks. Staff acquired estimates from five (5) vendors that manufacture air walls. No vendors are on a state buy board or purchasing cooperative, so competitive bidding will be required. Also, the installation for the new air walls is expected to

take two (2) weeks. The Killeen Civic and Conference Center will have to block the space to allow for two weeks of installation if this purchase is authorized.

The digital signage system can be installed with minimal interruption of booked events.

FISCAL IMPACT

The air walls at Killeen Civic and Conference Center will cost approximately \$260,000, and the cost of the digital signage system is \$13,137. The combined cost of both improvements is \$273,137. A budget amendment will be needed to provide funding for the total estimated cost.

RECOMMENDATION

Staff recommends the City Council authorize competitive bidding for the purchase and installation of air walls for the Killeen Civic and Conference Center and also authorize the purchase of the digital signage system for facility use.



City of Killeen

Legislation Details

File #:	PH-17-011B	Version:	1	Name:	Budget Amendment for Purchase of Air Walls at KCCC
Type:	Ordinance/Public Hearing	Status:		Status:	Public Hearings
File created:	2/10/2017	In control:		In control:	City Council
On agenda:	3/14/2017	Final action:		Final action:	
Title:	HOLD a public hearing and consider an ordinance amending the FY 2017 Annual Budget and Plan of Municipal Services of the City of Killeen to increase special revenue expenditure accounts to provide funding for air walls and a digital signage system at the Killeen Civic and Conference Center.				
Sponsors:	Finance Department				
Indexes:	Budget Amendments				
Code sections:					
Attachments:	Council Memorandum Ordinance				

Date	Ver.	Action By	Action	Result
3/7/2017	1	City Council Workshop		

CITY COUNCIL MEMORANDUM

AGENDA ITEM

Budget Amendment for the Killeen Civic and Conference Center

ORIGINATING DEPARTMENT

Finance

BACKGROUND INFORMATION

The Killeen Civic and Conference Center has 63,000 square feet with a main ballroom that can be divided into three (3) smaller ballroom spaces and six (6) meeting rooms. The rooms can be joined together to make larger flexible space utilizing air walls. The air walls also provide for sound and noise reduction, which is a high priority while multiple events take place throughout the facility. Over the past fifteen (15) plus years, the mechanisms and tracking system on the air walls have failed, causing the air walls to remain in positions that will not accommodate the client's event needs.

There is currently no indoor signage or wayfinding, other than paper signs on vertical sign boards that are used to identify events per room. A digital signage system would greatly enhance the appearance and functionality of the center. The proposed system includes ceiling-mounted digital displays and interactive media monitors outside of the meeting rooms to guide visitors to their particular event. These types of systems are commonly used in conference centers and are a benefit to the guests visiting and using the facility.

DISCUSSION/CONCLUSION

In FY 2016, replacement of the air walls was included in the budget. During the fiscal year, the sound system and outdoor marquee ceased operating. Both needed to be replaced due to age and replacement parts not being manufactured any longer. The budget for the air walls was used to replace these items.

The estimated cost for the air walls is \$260,000, and the cost of the digital signage system is \$13,137. The combined cost for both items is \$273,137.

FISCAL IMPACT

A budget amendment is needed for the purchase of the air walls and digital signage. The Killeen Civic and Conference Center expenditures are budgeted in the Hotel /Motel Occupancy Tax Fund.

The budget amendment will increase expenditure accounts by \$273,137 as follows:

Account Number	Description	Original Budget	Increase	Amended Budget
214-0705-457-60-05	Buildings	\$0	\$260,000	\$260,000
214-0705-457-61-35	Machinery & Equip.	\$0	\$13,137	\$13,137

The Hotel/Motel Occupancy Tax Fund has a FY 2017 projected ending fund balance of \$314,532. After this amendment, the projected ending fund balance will be \$41,395.

RECOMMENDATION

Staff recommends City Council approve this ordinance amending the FY 2017 Annual Budget and Plan of Municipal Services to provide funding for air walls and digital signage at the Killeen Civic and Conference Center.

ORDINANCE _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KILLEEN, TEXAS, AMENDING THE FY 2017 ANNUAL BUDGET AND PLAN OF MUNICIPAL SERVICES OF THE CITY OF KILLEEN TO INCREASE SPECIAL REVENUE EXPENDITURE ACCOUNTS TO PROVIDE FUNDING FOR AIR WALLS AND A DIGITAL SIGNAGE SYSTEM AT THE KILLEEN CIVIC AND CONFERENCE CENTER; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT WITH THIS ORDINANCE; PROVIDING A SAVINGS CLAUSE AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, a budget for operating the municipal government of the City of Killeen for the Fiscal Year October 1, 2016, to September 30, 2017, has been adopted by City Council in accordance with the City Charter; and

WHEREAS, it is the desire of the Killeen City Council to increase Special Revenue expenditure accounts for the purchase and installation of air walls for the Killeen Civic and Conference Center;

WHEREAS, budget amendments require approval from City Council;

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

SECTION I. That Ordinance 16-044 adopting a budget for operating the municipal government of the City of Killeen for the Fiscal Year October 1, 2016, to September 30, 2017, be amended as to the portion of said budget as follows:

Expenditures:

<i>Account Number</i>	<i>Description</i>	<i>Original Budget</i>	<i>Budget Increase</i>	<i>Amended Budget</i>
214-0705-457-60-05	Buildings	\$0	\$260,000	\$260,000
214-0705-457-61-35	Machinery & Equip.	\$0	\$13,137	\$13,137

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

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

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

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

PASSED AND APPROVED at a regular meeting of the City Council of the City of Killeen, Texas, this 14th day of March 2017, at which meeting a quorum was present, held in accordance with the provisions of V.T.C.A., Government Code, 551.001 *et seq.*

APPROVED

Jose L. Segarra, MAYOR

ATTEST:

Dianna Barker, CITY SECRETARY

APPROVED AS TO FORM:

Kathryn H. Davis, CITY ATTORNEY



City of Killeen

Legislation Details

File #: PH-17-012A **Version:** 1 **Name:** Solid Waste Professional Services Agreement for RFP

Type: Resolution/Public Hearing **Status:** Public Hearings

File created: 2/27/2017 **In control:** City Council

On agenda: 3/14/2017 **Final action:**

Title: Consider a memorandum/resolution authorizing the City Manager to enter into a professional services agreement with SCS Engineers, Inc., to prepare and evaluate a request for proposal (RFP) for solid waste services for the City of Killeen.

Sponsors: Public Works Department, Solid Waste

Indexes:

Code sections:

Attachments: [Council Memorandum](#)
[Professional Services Agreement](#)

Date	Ver.	Action By	Action	Result
3/7/2017	1	City Council Workshop		

CITY COUNCIL MEMORANDUM

AGENDA ITEM

CONSIDER A MEMORANDUM/RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH SCS ENGINEERS, INC., TO PREPARE AN RFP FOR SOLID WASTE SERVICES FOR THE CITY OF KILLEEN.

ORIGINATING DEPARTMENT

Public Works - Solid Waste Division

BACKGROUND INFORMATION

In August 2016, during budget discussions, the concept was introduced to consider the outsourcing of solid waste services. In December 2016, a Request for Qualifications was issued for professional services associated with the preparation and evaluation of an RFP for solid waste services. Three responses were received, and SCS Engineers, Inc. was deemed by the City's Solid Waste Committee the most qualified firm. On February 27, 2017, the City's Solid Waste Committee recommended that the professional service agreement with SCS in the amount of \$89,900 be brought before council for approval.

DISCUSSION/CONCLUSION

This agreement provides the scope and fees necessary to gather the pertinent information from City Staff and City Council to develop an RFP, prepare a baseline cost for City services in accordance with the RFP, evaluate the proposals received in accordance with the RFP, and provide a recommendation to City Council for action regarding the RFP.

FISCAL IMPACT

The total fiscal impact associated with this agreement is \$89,900. Funding in that amount will be available in the Public Works - Solid Waste Consulting Services account number 540-3430-431.47-01 following approval of the corresponding budget amendment that will create an available balance of \$89,900.

RECOMMENDATION

City staff recommends that the City Council authorize the City Manager to enter into an agreement with SCS Engineers, Inc. for a professional engineering services agreement to prepare an RFP for Solid Waste Services for the City of Killeen, Texas, in the amount of \$89,900, and that the City Manager be authorized to execute any and all change orders within the amount established by state and local law.

SCS ENGINEERS

February 14, 2017

David Olson
Executive Director of Public Works
City of Killeen
101 N. College
Killeen, Texas 76541

Re: Contract to provide Engineering Services to prepare an RFP for Solid Waste Services to serve the City of Killeen.

Dear Mr. Olson:

Attached are two originals of the Contract for the above referenced project. Please let me know if you need any additional information or have any questions.

We appreciate the opportunity to continue providing our services to the City on this important project that involves the future of solid waste management for the City.

Sincerely,



Kevin D. Yard, P.E., BCEE
Vice President
SCS ENGINEERS
TBPE Registration No. F-3407



Jeff Arrington, P.E.
Project Manager
SCS ENGINEERS

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the Controlling Law.

STANDARD FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly By

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE

a practice division of the

NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

AMERICAN CONSULTING ENGINEERS COUNCIL

AMERICAN SOCIETY OF CIVIL ENGINEERS

This Agreement has been prepared for use with the Standard General Conditions of the Construction Contract (No. 1910-8, 1996 Edition) of the Engineers Joint Contract Documents Committee. Their provisions are interrelated, and a change in one may necessitate a change in the other. For guidance in the preparation of Supplementary Conditions, see Guide to the Preparation of Supplementary Conditions (No. 1910-17) (1996 Edition). For guidance on the completion and use of this Agreement, see EJCDC Users Guide, No. 1910-50.

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1420 King Street, Alexandria, VA 22314

American Consulting Engineers Council
1015 15th Street N.W., Washington, DC 20005

American Society of Civil Engineers
345 East 47th Street, New York, NY 10017

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**STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of _____ (“Effective Date”) between
the CITY OF KILLEEN (“OWNER”) and (“ENGINEER”).

OWNER and ENGINEER in consideration of their mutual covenants as set forth herein agree as follows:

ARTICLE 1 - SERVICES OF ENGINEER

1.01 Scope

A. ENGINEER shall provide the Basic and Additional Services set forth herein and in Exhibit A.

B. Upon this Agreement becoming effective, ENGINEER is authorized to begin Basic Services as set forth in Exhibit A.

C. If authorized by OWNER, ENGINEER shall furnish Resident Project Representative(s) with duties, responsibilities and limitations of authority as set forth in Exhibit D.

ARTICLE 2 - OWNER'S RESPONSIBILITIES

2.01 General

A. OWNER shall have the responsibilities set forth herein and in Exhibit B.

ARTICLE 3 - TIMES FOR RENDERING SERVICES

3.01 General

A. ENGINEER's services and compensation under this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion. Unless specific periods of time or specific dates for providing services are specified in this Agreement, ENGINEER's obligation to render services hereunder will be for a period which may reasonably be required for the completion of said services.

B. If in this Agreement specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided, and if such periods of time or dates are changed through no fault of ENGINEER, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If OWNER has requested changes in the scope, extent, or character of the Project, the time of performance of ENGINEER's services shall be adjusted equitably.

C. For purposes of this Agreement the term "day" means a calendar day of 24 hours.

3.02 Suspension

A. If OWNER fails to give prompt written authorization to proceed with any phase of services after

completion of the immediately preceding phase, or if ENGINEER's services are delayed through no fault of ENGINEER, ENGINEER may, after giving seven days written notice to OWNER, suspend services under this Agreement.

B. If ENGINEER's services are delayed or suspended in whole or in part by OWNER, or if ENGINEER's services are extended by Contractor's actions or inactions for more than 90 days through no fault of ENGINEER, ENGINEER shall be entitled to equitable adjustment of rates and amounts of compensation provided for elsewhere in this Agreement to reflect, reasonable costs incurred by ENGINEER in connection with, among other things, such delay or suspension and reactivation and the fact that the time for performance under this Agreement has been revised.

ARTICLE 4 - PAYMENTS TO ENGINEER

4.01 Methods of Payment for Services and Reimbursable Expenses of ENGINEER

A. *For Basic Services.* OWNER shall pay ENGINEER for Basic Services performed or furnished under Exhibit A, Part 1, as set forth in Exhibit C.

B. *For Additional Services.* OWNER shall pay ENGINEER for Additional Services performed or furnished under Exhibit A, Part 2, as set forth in Exhibit C.

C. *For Reimbursable Expenses.* In addition to payments provided for in paragraphs 4.01.A and 4.01.B, OWNER shall pay ENGINEER for Reimbursable Expenses incurred by ENGINEER and ENGINEER's Consultants as set forth in Exhibit C.

4.02 Other Provisions Concerning Payments

A. *Preparation of Invoices.* Invoices will be prepared in accordance with ENGINEER's standard invoicing practices and will be submitted to OWNER by ENGINEER, unless otherwise agreed. The amount billed in each invoice will be calculated as set forth in Exhibit C.

B. *Payment of Invoices.* Invoices are due and payable within 30 days of receipt. If OWNER fails to make any payment due ENGINEER for services and expenses within 30 days after receipt of ENGINEER's invoice therefore, the amounts due ENGINEER will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, ENGINEER may, after giving seven days written notice to OWNER, suspend services under this Agreement until ENGINEER has been paid in full all amounts due for services, expenses, and other related

charges. Payments will be credited first to interest and then to principal.

C. *Disputed Invoices.* In the event of a disputed or contested invoice, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.

D. *Payments Upon Termination.*

1. In the event of any termination under paragraph 6.06, ENGINEER will be entitled to invoice OWNER and will be paid in accordance with Exhibit C for all services performed or furnished and all Reimbursable Expenses incurred through the effective date of termination.

2. In the event of termination by OWNER for convenience or by ENGINEER for cause, ENGINEER, in addition to invoicing for those items identified in subparagraph 4.02.D.1, shall be entitled to invoice OWNER and shall be paid a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with ENGINEER's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C. Engineer shall not incur additional expenses after receipt of notice of termination, and shall make reasonable efforts to minimize costs.

E. *Records of ENGINEER's Costs.* Records of ENGINEER's costs pertinent to ENGINEER's compensation under this Agreement shall be kept in accordance with generally accepted accounting practices. To the extent necessary to verify ENGINEER's charges and upon OWNER's timely request, copies of such records will be made available to OWNER at cost.

F. *Legislative Actions.* In the event of legislative actions after the Effective Date of the Agreement by any level of government that impose taxes, fees, or costs on ENGINEER's services or other costs in connection with this Project or compensation therefor, such new taxes, fees, or costs shall be invoiced to and paid by OWNER as a Reimbursable Expense to which a Factor of 1.0 shall be applied. Should such taxes, fees, or costs be imposed, they shall be in addition to ENGINEER's estimated total compensation.

ARTICLE 5 - OPINIONS OF COST

5.01 Opinions of Probable Construction Cost

A. ENGINEER's opinions of probable Construction Cost provided for herein are to be made on the basis of ENGINEER's experience and qualifications and represent ENGINEER's best judgment as an experienced and qualified professional generally familiar with the industry. However, since ENGINEER has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, ENGINEER cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by ENGINEER. If OWNER wishes greater assurance as to probable Construction Cost, OWNER shall employ an independent cost estimator as provided in Exhibit B.

5.02 Designing to Construction Cost Limit

A. If a Construction Cost limit is established between OWNER and ENGINEER, such Construction Cost limit and a statement of ENGINEER's rights and responsibilities with respect thereto will be specifically set forth in Exhibit F, "Construction Cost Limit," to this Agreement.

5.03 Opinions of Total Project Costs

A. ENGINEER assumes no responsibility for the accuracy of opinions of Total Project Costs.

ARTICLE 6 - GENERAL CONSIDERATIONS

6.01 Standards of Performance

A. The standard of care for all professional engineering and related services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.

B. ENGINEER shall be responsible for the technical accuracy of its services and documents resulting therefrom, and OWNER shall not be responsible for discovering deficiencies therein. ENGINEER shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in OWNER-furnished information.

C. ENGINEER shall perform or furnish professional engineering and related services in all phases of the Project to which this Agreement applies. ENGINEER shall serve as OWNER's prime professional for the Project. ENGINEER may employ such ENGINEER's Consultants as ENGINEER deems necessary to assist in the

performance or furnishing of the services. ENGINEER shall not be required to employ any ENGINEER's Consultant unacceptable to ENGINEER.

D. ENGINEER and OWNER shall comply with applicable Laws or Regulations and OWNER-mandated standards. This Agreement is based on these requirements as of its Effective Date. Changes to these requirements after the Effective Date of this Agreement may be the basis for modifications to OWNER's responsibilities or to ENGINEER's scope of services, times of performance, or compensation.

E. OWNER shall be responsible for, and ENGINEER may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by OWNER to ENGINEER pursuant to this Agreement. ENGINEER may use such requirements, reports, data, and information in performing or furnishing services under this Agreement.

F. OWNER shall make decisions and carry out its other responsibilities in a timely manner and shall bear all costs incident thereto so as not to delay the services of ENGINEER.

G. Prior to the commencement of the Construction Phase, OWNER shall notify ENGINEER of any variations from the language indicated in Exhibit E, "Notice of Acceptability of Work," or of any other notice or certification that ENGINEER will be requested to provide to OWNER or third parties in connection with the Project. OWNER and ENGINEER shall reach agreement on the terms of any such requested notice or certification, and OWNER shall authorize such Additional Services as are necessary to enable ENGINEER to provide the notices or certifications requested.

H. ENGINEER shall not be required to sign any documents, no matter by whom requested, that would result in the ENGINEER's having to certify, guarantee or warrant the existence of conditions whose existence the ENGINEER cannot ascertain. OWNER agrees not to make resolution of any dispute with the ENGINEER or payment of any amount due to the ENGINEER in any way contingent upon the ENGINEER's signing any such certification.

I. During the Construction Phase, ENGINEER shall not supervise, direct, or have control over Contractor's work, nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor, for safety precautions and programs incident to the Contractor's work in progress, nor for any failure of Contractor to comply with Laws and Regulations

applicable to Contractor's furnishing and performing the Work.

J. ENGINEER neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.

K. ENGINEER shall not be responsible for the acts or omissions of any Contractor(s), subcontractor or supplier, or of any of the Contractor's agents or employees or any other persons (except ENGINEER's own employees) at the Site or otherwise furnishing or performing any of the Contractor's work; or for any decision made on interpretations or clarifications of the Contract Documents given by OWNER without consultation and advice of ENGINEER.

L. The General Conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (Document No. 1910-8, 1996 Edition) unless both parties mutually agree to use other General Conditions as specifically referenced in Exhibit H.

6.02 Authorized Project Representatives

A. Contemporaneous with the execution of this Agreement, ENGINEER and OWNER shall designate specific individuals to act as ENGINEER's and OWNER's representatives with respect to the services to be performed or furnished by ENGINEER and responsibilities of OWNER under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of each respective party.

6.03 Design without Construction Phase Services

A. Should OWNER provide Construction Phase services with either OWNER's representatives or a third party, ENGINEER's Basic Services under this Agreement will be considered to be completed upon completion of the Final Design Phase or Bidding or Negotiating Phase as outlined in Exhibit A.

B. It is understood and agreed that if ENGINEER's Basic Services under this Agreement do not include Project observation, or review of the Contractor's performance, or any other Construction Phase services, and that such services will be provided by OWNER, then OWNER assumes all responsibility for interpretation of the Contract Documents and for construction observation or review and waives any claims against the ENGINEER that may be in any way connected thereto.

6.04 Use of Documents

A. All Documents are instruments of service in respect to this Project, and ENGINEER shall retain an ownership and property interest therein (including the right of reuse at the discretion of the ENGINEER) whether or not the Project is completed.

B. Copies of OWNER-furnished data that may be relied upon by ENGINEER are limited to the printed copies (also known as hard copies) that are delivered to the ENGINEER pursuant to Exhibit B. Files in electronic media format of text, data, graphics, or of other types that are furnished by OWNER to ENGINEER are only for convenience of ENGINEER. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

C. Copies of Documents that may be relied upon by OWNER are limited to the printed copies (also known as hard copies) that are signed or sealed by the ENGINEER. Files in electronic media format of text, data, graphics, or of other types that are furnished by ENGINEER to OWNER are only for convenience of OWNER. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

D. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. ENGINEER shall not be responsible to maintain documents stored in electronic media format after acceptance by OWNER.

E. When transferring documents in electronic media format, ENGINEER makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by ENGINEER at the beginning of this Project.

F. OWNER may make and retain copies of Documents for information and reference in connection with use on the Project by OWNER. Such Documents are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other project. Any such reuse or modification without written verification or adaptation by ENGINEER, as appropriate for the specific purpose intended, will be at OWNER's sole risk and without liability or legal exposure to ENGINEER or to ENGINEER's Consultants. OWNER shall indemnify and hold harmless ENGINEER and

ENGINEER's Consultants from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting therefrom.

G. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

H. Any verification or adaptation of the Documents for extensions of the Project or for any other project will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

6.05 Insurance

A. ENGINEER shall procure and maintain insurance as set forth in Exhibit G, "Insurance."

B. OWNER shall procure and maintain insurance as set forth in Exhibit G, "Insurance." OWNER shall cause ENGINEER and ENGINEER's Consultants to be listed as additional insureds on any general liability or property insurance policies carried by OWNER which are applicable to the Project.

C. OWNER shall require Contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to cause ENGINEER and ENGINEER's Consultants to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project

D. OWNER and ENGINEER shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of ENGINEER's services and at renewals thereafter during the life of the Agreement.

E. All policies of property insurance shall contain provisions to the effect that ENGINEER's and ENGINEER's Consultants' interests are covered and that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder.

F. At any time, OWNER may request that ENGINEER, at OWNER's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by OWNER, with the concurrence of ENGINEER, and if commercially available, ENGINEER shall obtain and shall require ENGINEER's Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by OWNER, and Exhibit G will be supplemented to incorporate these requirements.

6.06 Termination

A. The obligation to provide further services under this Agreement may be terminated:

1. *For cause,*

a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

b. By ENGINEER:

1) upon seven days written notice if ENGINEER believes that ENGINEER is being requested by OWNER to furnish or perform services contrary to ENGINEER's responsibilities as a licensed professional; or

2) upon seven days written notice if the ENGINEER's services for the Project are delayed or suspended for more than 90 days for reasons beyond ENGINEER's control.

3) ENGINEER shall have no liability to OWNER on account of such termination.

c. Notwithstanding the foregoing, this Agreement will not terminate as a result of such substantial failure if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. *For convenience,*

a. By OWNER effective upon the receipt of notice by ENGINEER.

B. The terminating party under paragraphs 6.06.A.1 or 6.06.A.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow ENGINEER to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and

uncompleted tasks, and to assemble Project materials in orderly files.

6.07 Controlling Law

A. This Agreement is to be governed by the law of the State of Texas and venue shall be in Bell County.

6.08 Successors, Assigns, and Beneficiaries

A. OWNER and ENGINEER each is hereby bound and the partners, successors, executors, administrators and legal representatives of OWNER and ENGINEER (and to the extent permitted by paragraph 6.08.B the assigns of OWNER and ENGINEER) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

B. Neither OWNER nor ENGINEER may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

C. Unless expressly provided otherwise in this Agreement:

1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by OWNER or ENGINEER to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.

2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and ENGINEER and not for the benefit of any other party. The OWNER agrees that the substance of the provisions of this paragraph 6.08.C shall appear in the Contract Documents.

6.09 Hazardous Environmental Condition

A. OWNER represents to Engineer that to the best of its knowledge a Hazardous Environmental Condition does not exist.

B. OWNER has disclosed to the best of its knowledge to ENGINEER the existence of all Asbestos, PCB's, Petroleum, Hazardous Waste, or Radioactive

Material located at or near the Site, including type, quantity and location.

C. If a Hazardous Environmental Condition is encountered or alleged, ENGINEER shall have the obligation to notify OWNER and, to the extent of applicable Laws and Regulations, appropriate governmental officials.

D. It is acknowledged by both parties that ENGINEER's scope of services does not include any services related to a Hazardous Environmental Condition. In the event ENGINEER or any other party encounters a Hazardous Environmental Condition, ENGINEER may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

E. OWNER acknowledges that ENGINEER is performing professional services for OWNER and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the Site in connection with ENGINEER's activities under this Agreement.

F. If ENGINEER's services under this Agreement cannot be performed because of a Hazardous Environmental Condition, the existence of the condition shall justify ENGINEER's terminating this Agreement for cause on 30 days notice.

6.10 Allocation of Risks

A. Indemnification

1. To the fullest extent permitted by law, ENGINEER shall indemnify and hold harmless OWNER, OWNER's officers, directors, partners, and employees from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of ENGINEER or ENGINEER's officers, directors, partners, employees, and ENGINEER's Consultants in the performance and furnishing of ENGINEER's services under this Agreement.

2. To the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER, ENGINEER's officers, directors, partners, employees, and ENGINEER's Consultants from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of OWNER or OWNER's officers, directors, partners, employees, and OWNER's consultants with respect to this Agreement or the Project.

3. In addition to the indemnity provided under paragraph 6.10.A.2 of this Agreement, and to the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER and its officers, directors, partners, employees, and ENGINEER's Consultants from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from a Hazardous Environmental Condition, provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom, and (ii) nothing in this paragraph 6.10.A.4. shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

4. The indemnification provision of paragraph 6.10.A.1 is subject to and limited by the provisions agreed to by OWNER and ENGINEER in Exhibit I, "Allocation of Risks," if any.

6.11 Notices

A. Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, or by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

6.12 Survival

A. All express representations, indemnifications, or limitations of liability included in this Agreement will survive its completion or termination for any reason.

6.13 Severability

A. Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and ENGINEER, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

6.14 Waiver

A. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

6.15 Headings

A. The headings used in this Agreement are for general reference only and do not have special significance.

ARTICLE 7 - DEFINITIONS

7.01 Defined Terms

A. Wherever used in this Agreement (including the Exhibits hereto) and printed with initial or all capital letters, the terms listed below have the meanings indicated, which are applicable to both the singular and plural thereof:

1. *Addenda*--Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Documents.

2. *Additional Services*--The services to be performed for or furnished to OWNER by ENGINEER in accordance with Exhibit A, Part 2 of this Agreement.

3. *Agreement*--This "Standard Form of Agreement between OWNER and ENGINEER for Professional Services," including those Exhibits listed in Article 8 hereof.

4. *Application for Payment*--The form acceptable to ENGINEER which is to be used by Contractor in requesting progress or final payments for the completion of its Work and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

5. *Asbestos*--Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels

established by the United States Occupational Safety and Health Administration.

6. *Basic Services*--The services to be performed for or furnished to OWNER by ENGINEER in accordance with Exhibit A, Part 1, of this Agreement.

7. *Bid*--The offer or proposal of the bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

8. *Bidding Documents*--The advertisement or invitation to Bid, instructions to bidders, the Bid form and attachments, the Bid bond, if any, the proposed Contract Documents, and all Addenda, if any.

9. *Change Order*--A document recommended by ENGINEER, which is signed by Contractor and OWNER to authorize an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Construction Agreement.

10. *Construction Agreement*--The written instrument which is evidence of the agreement, contained in the Contract Documents, between OWNER and Contractor covering the Work.

11. *Construction Contract*--The entire and integrated written agreement between the OWNER and Contractor concerning the Work.

12. *Construction Cost*--The cost to OWNER of those portions of the entire Project designed or specified by ENGINEER. Construction Cost does not include costs of services of ENGINEER or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, or OWNER's costs for legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project, or the cost of other services to be provided by others to OWNER pursuant to Exhibit B of this Agreement. Construction Cost is one of the items comprising Total Project Costs.

13. *Contract Documents*--Documents that establish the rights and obligations of the parties engaged in construction and include the Construction Agreement between OWNER and Contractor, Addenda (which pertain to the Contract Documents), Contractor's Bid (including documentation accompanying the Bid and any post-Bid documentation submitted prior to the notice of award) when attached as an exhibit to the Construction Agreement, the notice to proceed, the bonds, appropriate certifications, the General Conditions, the

Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Construction Agreement, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders, and ENGINEER's written interpretations and clarifications issued on or after the Effective Date of the Construction Agreement. Approved Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents.

14. *Contract Price*--The moneys payable by OWNER to Contractor for completion of the Work in accordance with the Contract Documents and as stated in the Construction Agreement.

15. *Contract Times*--The numbers of days or the dates stated in the Construction Agreement to: (i) achieve Substantial Completion, and (ii) complete the Work so that it is ready for final payment as evidenced by ENGINEER's written recommendation of final payment.

16. *Contractor*--An individual or entity with whom OWNER enters into a Construction Agreement.

17. *Correction Period*--The time after Substantial Completion during which Contractor must correct, at no cost to OWNER, any Defective Work, normally one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee or specific provision of the Contract Documents.

18. *Defective*--An adjective which, when modifying the word Work, refers to Work that is unsatisfactory, faulty, or deficient, in that it does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents, or has been damaged prior to ENGINEER's recommendation of final payment.

19. *Documents*--Data, reports, Drawings, Specifications, Record Drawings, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by ENGINEER to OWNER pursuant to this Agreement.

20. *Drawings*--That part of the Contract Documents prepared or approved by ENGINEER which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings are not Drawings as so defined.

21. *Effective Date of the Construction Agreement*--The date indicated in the Construction Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Construction Agreement is signed and delivered by the last of the two parties to sign and deliver.

22. *Effective Date of the Agreement*--The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

23. *ENGINEER's Consultants*--Individuals or entities having a contract with ENGINEER to furnish services with respect to this Project as ENGINEER's independent professional associates, consultants, subcontractors, or vendors. The term ENGINEER includes ENGINEER's Consultants.

24. *Field Order*--A written order issued by ENGINEER which directs minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

25. *General Conditions*--That part of the Contract Documents which sets forth terms, conditions, and procedures that govern the Work to be performed or furnished by Contractor with respect to the Project.

26. *Hazardous Environmental Condition*--The presence at the Site of Asbestos, PCB's, Petroleum, Hazardous Waste, or Radioactive Materials in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Work.

27. *Hazardous Waste*--The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

28. *Laws and Regulations; Laws or Regulations*--Any and all applicable laws, rules, regulations, ordinances, codes, standards, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

29. *PCB's*--Polychlorinated biphenyls.

30. *Petroleum*--Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

31. *Radioactive Materials*--Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

32. *Record Drawings*--The Drawings as issued for construction on which the ENGINEER, upon completion of the Work, has shown changes due to Addenda or Change Orders and other information which ENGINEER considers significant based on record documents furnished by Contractor to ENGINEER and which were annotated by Contractor to show changes made during construction.

33. *Reimbursable Expenses*--The expenses incurred directly by ENGINEER in connection with the performing or furnishing of Basic and Additional Services for the Project for which OWNER shall pay ENGINEER as indicated in Exhibit C.

34. *Resident Project Representative*--The authorized representative of ENGINEER, if any, assigned to assist ENGINEER at the Site during the Construction Phase. The Resident Project Representative will be ENGINEER's agent or employee and under ENGINEER's supervision. As used herein, the term Resident Project Representative includes any assistants of Resident Project Representative agreed to by OWNER. The duties and responsibilities of the Resident Project Representative are as set forth in Exhibit D.

35. *Samples*--Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

36. *Shop Drawings*--All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to ENGINEER to illustrate some portion of the Work.

37. *Site*--Lands or areas indicated in the Contract Documents as being furnished by OWNER upon which the Work is to be performed, rights-of-way and easements for access thereto, and such other lands furnished by OWNER which are designated for use of Contractor.

38. *Specifications*--That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.

39. *Substantial Completion*--The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of ENGINEER, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

40. *Supplementary Conditions*--That part of the Contract Documents which amends or supplements the General Conditions.

41. *Total Project Costs*--The sum of the Construction Cost, allowances for contingencies, the total costs of services of ENGINEER or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, or OWNER's costs for legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project, or the cost of other services to be provided by others to OWNER pursuant to Exhibit B of this Agreement.

42. *Work*--The entire completed construction or the various separately identifiable parts thereof required to be provided under the Contract Documents with respect to this Project. Work includes and is the result of performing or furnishing labor, services, and documentation necessary to produce such construction and furnishing, installing, and incorporating all materials and all equipment into such construction, all as required by the Contract Documents.

43. *Work Change Directive*--A written directive to Contractor issued on or after the Effective Date of the Construction Agreement and signed by OWNER upon recommendation of the ENGINEER, ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change directed or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

44. *Written Amendment*--A written amendment of the Contract Documents signed by OWNER and Contractor on or after the Effective Date of the Construction Agreement and normally dealing with the non-engineering or non-technical rather than strictly

construction-related aspects of the Contract Documents.

ARTICLE 8 - EXHIBITS AND SPECIAL PROVISIONS

8.01 Exhibits Included

A. Exhibit A, "ENGINEER's Services," consisting of 9 pages.

B. Exhibit B, "OWNER's Responsibilities," consisting of 3 pages.

C. Exhibit C, "Payments to Engineer for Services and Reimbursable Expenses," consisting of 1 page.

D. Exhibit D, "Duties, Responsibilities and Limitations of Authority of Resident Project Representative," consisting of 4 pages.

E. Exhibit E, "Notice of Acceptability of Work," consisting of 2 pages.

F. Exhibit F, "Construction Cost Limit," consisting of 1 page.

G. Exhibit G, "Insurance," consisting of 1 page.

H. Exhibit H, "Special Provisions," consisting of 1 page.

8.02 Total Agreement

A. This Agreement (consisting of pages 1 to 12 inclusive, together with the Exhibits identified above) constitutes the entire agreement between OWNER and ENGINEER and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER: City of Killeen

ENGINEER: SCS Engineers.

By: Dennis M. Baldwin

By: Kevin Yard, P.E., BCEE

Title: Interim City Manager

Title: Vice President

Date Signed: _____

Date Signed: _____

Address for giving notices:

Address for giving notices:

P.O. Box 1329

102 N. College

Killeen, TX 76540-1329

P. O. Box 1088

Killeen, TX 76541

Designated Representative (paragraph 6.02.A):

Designated Representative (paragraph 6.02.A):

David A. Olson, P.E., CFM

Jeff Arrington, P.E.

Title: Executive Director of Public Works

Title: Project Manager

Phone Number: 254-616-3180

Phone Number: 817-358-6111

Facsimile Number: 254-616-3182

Facsimile Number: 817-571-2188

E-Mail Address: dolson@killeentexas.gov

E-Mail Address: jarrington@scsengineers.com

This is **EXHIBIT A**, consisting of 4 pages, referred to in and part of the **Agreement between OWNER and ENGINEER for Professional Services** dated _____,

Initial:

OWNER _____
ENGINEER KDY

ENGINEER's Services

Article 1 of the Agreement is amended and supplemented to include the following agreement of the parties. ENGINEER shall provide Basic and Additional Services as set forth below.

The scope of work for the Project shall be deemed the "Scope of Services for Solid Waste Services RFP Development", in accordance with the document prepared by SCS dated February 14, 2017, a copy of which is attached hereto and incorporated herein for all purposes

SCOPE OF SERVICES FOR SOLID WASTE SERVICES RFP DEVELOPMENT

The Request for Proposal (RFP) process will include crafting the RFP, developing methods and criteria for evaluating proposals, and ranking of vendor proposals, and making recommendations to the City. SCS has developed the following scope of services for this project based on our familiarity with the City's solid waste management program, our recent experience with RFP development for other entities, and subsequent discussions with the City.

Task 1 – Project Kick Off and Information Gathering Efforts

1.1 Kickoff Meeting and Information Gathering

SCS proposes to kick off the Project with an initial face-to-face meeting with the City's Project Team. SCS has extensive data on the City's operation due to the recent work we have completed on the solid waste master plan and follow up Pro Forma analysis. To help us frame the scope of this Project, SCS will request background information that has not been previously provided to SCS, including reports, data, and any other information relevant to City's solid waste collection, transfer and disposal operations, including recycling and special services provided by the Solid Waste Department (Department). Prior to the meeting, SCS will also review the existing information including the City's contract with a private waste company to haul and dispose of the City's solid waste from the Transfer Station. It is our understanding that this contract will remain in place and will not be a part of the RFP process. SCS will prepare an agenda for this meeting and issue meeting minutes to the attendees.

1.2 Meeting with Staff and Committee to Review Services to be Included in RFP

SCS will meet with the City's Solid Waste Committee (Committee) and City staff as part of our initial meeting to present our understanding of the solid waste services to be included in the RFP, the general approach for RFP development, and procurement requirements. We will receive comments and input from the City prior to proceeding with RFP development. SCS will prepare a technical memorandum summarizing the task 1 meetings and services to be included in the RFP.

Task 2 – RFP Development

It is envisioned that the City will issue a combined RFP for collection and recycling operations as well as the operation of the transfer station facilities. Based on discussions with the City, the RFP will consider all the services that the City currently provides its residents, including bulky waste pick-up and other special services. It is assumed that the RFP development process will not include the indirect allocation of funds from the solid waste department that currently supports other City services. It is also assumed that the City will retain the role of billing customers for solid waste services. SCS will coordinate with the City to determine how the RFP should be structured to provide the current level of service that is being provided to customers of the City.

2.1 Develop Specifications for Solid Waste Services RFP

SCS will develop specifications for the RFP describing the current solid waste services and requirements for the qualified proposers. Considerations include the purchase of City equipment, staffing levels at the transfer station, hours of operation, as well as detailed specifications for the solid waste services to be provided by the proposers. It is assumed that curbside recycling services will not be included in the services to be provided by the selected firm. Proposal forms will also be developed for the RFP. It is assumed that the City will provide a standard contract and other front end documents such as a contract and City bidding requirements that will be included with the RFP.

2.2 Develop Minimum Qualifications Criteria

SCS will develop minimum qualifications criteria for firms wishing to respond to the RFP including requirements for respondents to include organizational, financial and other information with their RFP response.

2.3 Develop Evaluation Criteria for RFP

SCS will develop criteria for evaluating RFP responses and selecting a company to provide all services to be outsourced. These criteria will be used by SCS to evaluate the proposals received and provide a recommendation to the City regarding outsourcing the solid waste services. The recommended minimum qualifications criteria and the

recommended selection criteria will be presented to the City in a draft Technical Memorandum. Following the City's review, we will issue the final recommended criteria, consistent with the City's purchasing policies.

2.4 RFP Development and Review

SCS will prepare draft RFP documents for review and comment by the City. We will meet with the City to review the draft RFP document. It is assumed that one meeting will suffice to incorporate comments into a final draft RFP document. This will be the final document that the City will issue. We have assumed that this can be accomplished through follow-up communications through phone calls and e-mails. The advertisement and distribution of the RFPs will be the responsibility of the City. It is assumed that this will be accomplished utilizing the City's online procurement process.

Task 3 – Baseline Cost for Solid Waste Services

This task includes the development of a baseline cost for providing the solid waste services to the residents of the City that will be included in the RFP documents. The baseline cost will be expressed in an annual cost and potential rate to residential customers. This analysis will be based on the Pro Forma analysis that we developed for the City's solid waste operations in 2015. That financial information will be updated if more recent information is provided by the City. This analysis will provide the City with an estimate to serve as a basis of comparison for the proposals received for solid waste services.

Task 4 – RFP Bidding and Evaluation of Proposals

SCS will provide assistance to the City throughout the proposal phase of the process. During the procurement period, SCS will assist the City in responding to questions from prospective proposers. We will coordinate with the City Purchasing Department to provide the required information needed for the RFP to be issued on the City's website.

Task 4.1 – Pre-Proposal Conference and Response to Questions

Following issuance of the RFP, SCS will conduct a pre-proposal conference at the City to present the scope of the project to prospective proposers and answer questions. Following the meeting, we will issue meeting minutes with answers to questions.

Task 4.2 – Issuance of Addenda

SCS will issue addenda based on questions and input received during the proposal phase. We have budgeted for one addendum during the proposal phase. These documents will be provided to the City for posting on the website.

Task 4.3 – Evaluation of Proposals Received

Upon receipt of the responses to the RFP, SCS will review all of the responses. We will also check municipal references to ensure qualifications to meet minimum qualifications. We will develop a side-by-side tabulation of the key components of each response, including a summary of any exceptions provided by each proposer. SCS will evaluate the responses using the evaluation criteria developed in Task 2 as well as comparison to the baseline cost for services prepared in Task 3. These documents will be summarized in a report and presented to the City.

Task 5 – Recommendations

This task includes the summary report and recommendations based on the RFP responses and evaluation of proposals received. Recommendations will be formally presented to Council.

Task 5.1 – Develop Formal Recommendations

SCS will summarize the proposals in tabular form and prepare a report summarizing the RFP responses along with the evaluation of the proposals and recommendations for award of solid waste services. It is assumed that SCS will coordinate with City representatives to discuss the result of the evaluation of the proposals prior to finalizing the recommendations.

Task 5.2 – Present Recommendations to Council

SCS will assist the City in preparing a Microsoft PowerPoint presentation, which will summarize the salient points in each proposal and provide a recommendation for award of the Contract for solid waste services. This presentation will include a detailed Microsoft Project schedule for implementation of the recommended new solid

waste service provider. An SCS representative will attend the meeting and present the recommendations to City Council.

Additional Services

The preceding Scope of Services has been developed based on our current understanding of the project. If additional services are required beyond those activities described above, we will discuss these with you prior to proceeding. Such additional services (not included in our fee estimate) may include the following:

- Assessing alternatives to the current solid waste management system.
- Developing bid alternatives to be included in the RFP.
- Additional meetings, not included in the current scope.
- As indicated above, we have assumed that the contract to be included with the RFP will be developed by the City's legal staff. SCS can be available, as needed, to provide technical support during contract the development of the contract and contract negotiations. These services can be provided, as needed.
- Bid/proposal protests
- Assist the City with a transition plan.

FEE AND SCHEDULE

SCS can initiate work on this project upon receiving a notice-to-proceed from the City. SCS will complete Tasks 1 through 3 within three months of receiving notice to proceed (NTP) from the City. Following receipt of the proposals from interested proposers, we will complete Tasks 4 and 5 within an additional two months, including times for meetings with the City. Consistent with Exhibit C of the City's contract, we propose to perform these services on a lump sum basis using our current fee schedule. As noted above, (Additional Services) will require a separate authorization from the City.

Task No.	Task Description	Fee
	SOLID WASTE SERVICES RFP DEVELOPMENT	
1	Project Management, including Meetings with City and Request for Information	\$10,000
2	RFP Development	\$49,400
3	Baseline Cost for Solid Waste Services	\$10,200
4	RFP Bidding and Evaluation of Proposals	\$14,300
5	Recommendations	\$6,000
TOTAL		\$89,900

This is **EXHIBIT B**, consisting of 2 pages, referred to in and part of the **Agreement between OWNER and ENGINEER for Professional Services** dated _____.

Initial:

OWNER _____
ENGINEER KDY

OWNER's Responsibilities

Article 2 of the Agreement is amended and supplemented to include the following agreement of the parties.

B2.01 In addition to other responsibilities of OWNER as set forth in this Agreement, OWNER shall:

A. Provide ENGINEER with all criteria and full information as to OWNER's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which OWNER will require to be included in the Drawings and Specifications; and furnish copies of OWNER's standard forms, conditions, and related documents for ENGINEER to include in the Bidding Documents, when applicable.

B. Furnish to ENGINEER any other available information pertinent to the Project including reports and data relative to previous designs, or investigation at or adjacent to the Site.

C. Following ENGINEER's assessment of initially-available Project information and data and upon ENGINEER's request, furnish or otherwise make available such additional Project related information and data as is reasonably required to enable ENGINEER to complete its Basic and Additional Services. Such additional information or data would generally include the following:

1. Property descriptions.
2. Zoning, deed, and other land use restrictions.
3. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
4. Explorations and tests of subsurface conditions at or contiguous to the Site, drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site, or hydrographic surveys, with appropriate professional interpretation thereof.
5. Environmental assessments, audits, investigations and impact statements, and other relevant environmental or cultural studies as to the Project, the Site, and adjacent areas.
6. Data or consultations as required for the Project but not otherwise identified in the Agreement or the Exhibits thereto.

D. Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of a Hazardous Environmental Condition or of any other development that affects the scope or time of performance of ENGINEER's services, or any defect or nonconformance in ENGINEER's services or in the work of any Contractor.

E. Authorize ENGINEER to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement as required.

F. Arrange for safe access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform services under the Agreement.

G. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by ENGINEER (including obtaining advice of an attorney, insurance counselor, and other

advisors or consultants as OWNER deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.

H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by ENGINEER and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.

I. Provide, as required for the Project:

1. Accounting, bond and financial advisory, independent cost estimating, and insurance counseling services.
2. Legal services with regard to issues pertaining to the Project as OWNER requires, Contractor raises, or ENGINEER reasonably requests.
3. Such auditing services as OWNER requires to ascertain how or for what purpose Contractor has used the moneys paid.
4. Placement and payment for advertisement for Bids in appropriate publications.

J. Advise ENGINEER of the identity and scope of services of any independent consultants employed by OWNER to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructibility review.

K. Furnish to ENGINEER data as to OWNER's anticipated costs for services to be provided by others for OWNER so that ENGINEER may make the necessary calculations to develop and periodically adjust ENGINEER's opinion of Total Project Costs.

L. If OWNER designates a construction manager or an individual or entity other than, or in addition to, ENGINEER to represent OWNER at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of ENGINEER.

M. If more than one prime contract is to be awarded for the Work designed or specified by ENGINEER, designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of ENGINEER as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.

N. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Substantial Completion and final payment inspections.

O. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of Samples, materials, and equipment required by the Contract Documents, or to evaluate the performance of materials, equipment, and facilities of OWNER, prior to their incorporation into the Work with appropriate professional interpretation thereof.

P. Provide inspection or monitoring services by an individual or entity other than ENGINEER (and disclose the identity of such individual or entity to ENGINEER) as OWNER determines necessary to verify:

1. That Contractor is complying with any Laws and Regulations applicable to Contractor's performing and furnishing the Work.
2. That Contractor is taking all necessary precautions for safety of persons or property and complying with any special provisions of the Contract Documents applicable to safety.

Q. Provide ENGINEER with the findings and reports generated by the entities providing services pursuant to paragraphs B2.01.O and P.

This is **EXHIBIT C**, consisting of 1 page, referred to in and part of the **Agreement between OWNER and ENGINEER for Professional Services** dated _____, _____

Initial:

OWNER _____

ENGINEER _____

Kdy

Payments to ENGINEER for Services and Reimbursable Expenses

Article 4 of the Agreement is amended and supplemented to include the following agreement of the parties:

ARTICLE 4 -- PAYMENTS TO THE ENGINEER

C4.01 *For Basic Services Having A Determined Scope*

A. OWNER shall pay ENGINEER for Basic Services set forth in Exhibit A, except for services of ENGINEER's Resident Project Representative and Post-Construction Phase, services, if any, as follows:

1. Progress payments monthly based on the following assumed distribution of compensation:

- | | |
|---|-----------------|
| 1. Project Management, including Meetings with City and Request for Information | <u>\$10,000</u> |
| 2. RFP Development | <u>\$49,400</u> |
| 3. Baseline Cost for Solid Waste Services | <u>\$10,200</u> |
| 4. RFP Bidding and Evaluation of Proposals | <u>\$14,300</u> |
| 5. Recommendations | <u>\$6,000</u> |
| Total Compensation | \$89,900 |

2. ENGINEER may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but shall not exceed the total amount unless approved in writing by the OWNER.

3. The amount includes compensation for ENGINEER's services and services of ENGINEER's Consultants, if any. Appropriate amounts have been incorporated to account for labor, overhead, profit, and Reimbursable Expenses.

4. The portion of the amount billed for ENGINEER's services will be based upon ENGINEER's estimate of the proportion of the total services actually completed during the billing period.

5. If more prime contracts are awarded for work designed or specified by ENGINEER for this Project than identified in Exhibit A, the ENGINEER shall be compensated an additional amount to be negotiated; however, in no case shall the amount of compensation exceed eighteen percent (18%) of the Project's estimated construction costs for all Basic Services for each prime contract added.

This is **EXHIBIT G**, consisting of 1 page, referred to in and part of the **Agreement between OWNER and ENGINEER for Professional Services** dated _____,

Initial:

OWNER _____

ENGINEER _____

RDY

Insurance

Paragraph 6.05 of the Agreement is amended and supplemented to include the following agreement of the parties.

G6.05 Insurance

A. The limits of liability for the insurance required by paragraph 6.05.A and 6.05.B of the Agreement are as follows:

1. By ENGINEER:

a. Workers' Compensation:	Statutory
b. Employer's Liability --	
1) Each Accident:	\$ 500,000
2) Disease, Policy Limit:	\$ 500,000
3) Disease, Each Employee:	\$ 500,000
c. General Liability --	
1) Each Occurrence (Bodily Injury and Property Damage):	\$ 1,000,000
2) General Aggregate:	\$ 2,000,000
d. Excess or Umbrella Liability --	
1) Each Occurrence:	\$ 4,000,000
2) General Aggregate:	\$ 4,000,000
e. Automobile Liability --	
1) Bodily Injury:	
a) Each Accident	\$ _____
2) Property Damage:	
a) Each Accident	\$ _____
[or]	
1) Combined Single Limit (Bodily Injury and Property Damage):	
Each Accident	\$ 500,000

f. Other (specify): On all policies except Workers Compensation and Professional Liability - "City of Killeen is named as Additional Insured on the General Liability and Auto Liability policies."

This is **EXHIBIT I**, consisting of 1 page, referred to in and part of the **Agreement between OWNER and ENGINEER for Professional Services** dated _____,

Initial:

OWNER _____
ENGINEER RDY

DBE Goal

DBE Goal 0%



City of Killeen

Legislation Details

File #: PH-17-012B **Version:** 1 **Name:** Solid Waste Outsourcing RFP Budget Amendment
Type: Ordinance/Public Hearing **Status:** Public Hearings
File created: 3/2/2017 **In control:** City Council
On agenda: 3/14/2017 **Final action:**
Title: HOLD a public hearing and consider an ordinance amending the FY 2017 Annual Budget and Plan of Municipal Services of the City of Killeen to increase Solid Waste expense accounts to provide funding for a professional services agreement.
Sponsors: Finance Department
Indexes: Budget Amendments
Code sections:
Attachments: [Council Memorandum](#)
[Ordinance](#)

Date	Ver.	Action By	Action	Result
3/7/2017	1	City Council Workshop		

CITY COUNCIL MEMORANDUM

AGENDA ITEM

Solid Waste Budget Amendment for Professional Services Agreement

ORIGINATING DEPARTMENT

Finance

BACKGROUND INFORMATION

During the FY 2017 budget process, a recommendation was made to explore the feasibility of outsourcing solid waste services. In December 2016, a Request for Qualifications was issued to identify a firm to prepare and evaluate a Request for Proposal (RFP) for outsourcing solid waste services. Three responses were received, and SCS Engineers, Inc. was deemed the most qualified firm by the City's Solid Waste Committee. On February 27, 2017, the City's Solid Waste Committee recommended that the professional service agreement with SCS in the amount of \$89,900 be brought before City Council for consideration.

DISCUSSION/CONCLUSION

This agreement provides the scope and fees necessary to gather the necessary information from City staff and City Council to develop an RFP, prepare a baseline cost for City services in accordance with the RFP, evaluate the proposals received in accordance with the RFP, and provide a recommendation to City Council for action regarding the RFP.

FISCAL IMPACT

A budget amendment is needed to provide funding for the agreement. Upon approval, the following budget changes will be made:

Account Number	Description	Budget	Change	Amended
540-3430-431.47-01	Consulting Services	\$0	\$89,900	\$89,900

RECOMMENDATION

Staff recommends that City Council approve the ordinance amending the FY 2017 Annual Budget and Plan of Municipal Services to provide funding for the professional services agreement.

ORDINANCE _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KILLEEN, TEXAS, AMENDING THE FY 2017 ANNUAL BUDGET AND PLAN OF MUNICIPAL SERVICES OF THE CITY OF KILLEEN TO INCREASE SOLID WASTE EXPENSE ACCOUNTS TO PROVIDE FUNDING FOR A PROFESSIONAL SERVICES AGREEMENT; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT WITH THIS ORDINANCE; PROVIDING A SAVINGS CLAUSE AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, a budget for operating the municipal government of the City of Killeen for the Fiscal Year October 1, 2016, to September 30, 2017, has been adopted by City Council in accordance with the City Charter; and

WHEREAS, it is the desire of the Killeen City Council to increase Solid Waste expenditure accounts for a consultant to manage an RFP process for the Solid Waste Department;

WHEREAS, budget amendments require approval from City Council;

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

SECTION I. That Ordinance 16-044 adopting a budget for operating the municipal government of the City of Killeen for the Fiscal Year October 1, 2016, to September 30, 2017, be amended as to the portion of said budget as follows:

<i>Account Number</i>	<i>Description</i>	<i>Original Budget</i>	<i>Budget Increase</i>	<i>Amended Budget</i>
540-3430-431.47-01	Consulting Services	\$0	\$89,900	\$89,900

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

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

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

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

PASSED AND APPROVED at a regular meeting of the City Council of the City of Killeen, Texas, this 14th day of March 2017, at which meeting a quorum was present, held in accordance with the provisions of V.T.C.A., Government Code, 551.001 *et seq.*

APPROVED

Jose L. Segarra, MAYOR

ATTEST:

Dianna Barker, CITY SECRETARY

APPROVED AS TO FORM:

Kathryn H. Davis, CITY ATTORNEY